

Contract for the sale and purchase of land - 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	LORIMER ESTATE AGENTS 14-16 Suakin Street, Pymble NSW 2073 Email: matthew@lorimerestateagents.com.au	phone 0400 844 411 ref Matthew Lorimer
vendor	NICOLA LOUISE TOMLINSON and MARTIN ANDREW RALPHS 15 Arundel Street West Pymble	
vendor's solicitor	FOX & STANILAND LAWYERS Level 2, 828 Pacific Highway, Gordon NSW 2072 PO Box 64, Gordon NSW 2072 email: NicoleS@foxstaniland.com.au	phone 02 9440 1202 ref CL:N:59919
date of completion	42nd day after the contract date (clause 15)	
Land (address, plan details and title reference)	15 ARUNDEL STREET, WEST PYMBLE NSW 2073 Registered Plan: Lot 75 in Deposited Plan 26062 Folio Identifier 75/26062	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input checked="" type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: garden shed, pond/water feature, water tanks	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> air conditioning	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> insect screens	<input checked="" type="checkbox"/> solar panels + battery
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove + oven
	<input checked="" type="checkbox"/> ceiling fans	<input checked="" type="checkbox"/> EV charger	<input checked="" type="checkbox"/> pond equipment	<input checked="" type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> other: satellite dish, fire wood, computer cabinet, AV sound system (lounge room) and speakers			
exclusions				
purchaser				
purchaser's				
<input type="checkbox"/> solicitor				
<input type="checkbox"/> conveyancer				
	email:	ref		
price	\$			
deposit	\$	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

Where there is more than one purchaser ☐ JOINT TENANTS
☐ tenants in common ☐ in unequal shares

~~GST AMOUNT (optional) The price includes GST of \$~~

buyer's agent

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

SIGNING PAGE

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

Choices

Vendor agrees to accept a **deposit bond** ☒ NO ☐ yes

Nominated Electronic Lodgment Network ELN (clause 4) PEXA

Manual transaction (clause 30) ☒ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exception, in the space below):

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

Land tax is adjustable ☒ NO ☐ yes

GST: Taxable supply ☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply ☒ NO ☐ yes

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

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

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

<p>General</p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input checked="" type="checkbox"/> 9 sewerage lines location diagram (sewerage service diagram)</p> <p><input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input checked="" type="checkbox"/> 13 survey report</p> <p><input checked="" type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 occupation certificate</p> <p><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 17 other document relevant to tenancies</p> <p><input type="checkbox"/> 18 licence benefiting the land</p> <p><input type="checkbox"/> 19 old system document</p> <p><input type="checkbox"/> 20 Crown purchase statement of account</p> <p><input type="checkbox"/> 21 building management statement</p> <p><input type="checkbox"/> 22 form of requisitions</p> <p><input type="checkbox"/> 23 <i>clearance certificate</i></p> <p><input type="checkbox"/> 24 land tax certificate</p> <p>Home Building Act 1989</p> <p><input type="checkbox"/> 25 insurance certificate</p> <p><input type="checkbox"/> 26 brochure and warning</p> <p><input type="checkbox"/> 27 evidence of alternative indemnity cover</p> <p>Swimming Pools Act 1992</p> <p><input type="checkbox"/> 28 certificate of compliance</p> <p><input type="checkbox"/> 29 evidence of registration</p> <p><input type="checkbox"/> 30 relevant occupation certificate</p> <p><input type="checkbox"/> 31 certificate of non-compliance</p> <p><input type="checkbox"/> 32 detailed reasons of non-compliance</p>	<p>Strata or community title (clause 23 of the contract)</p> <p><input type="checkbox"/> 33 property certificate for strata common property</p> <p><input type="checkbox"/> 34 plan creating strata common property</p> <p><input type="checkbox"/> 35 strata by-laws</p> <p><input type="checkbox"/> 36 strata development contract or statement</p> <p><input type="checkbox"/> 37 strata management statement</p> <p><input type="checkbox"/> 38 strata renewal proposal</p> <p><input type="checkbox"/> 39 strata renewal plan</p> <p><input type="checkbox"/> 40 leasehold strata – lease of lot and common property</p> <p><input type="checkbox"/> 41 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 42 plan creating neighbourhood property</p> <p><input type="checkbox"/> 43 neighbourhood development contract</p> <p><input type="checkbox"/> 44 neighbourhood management statement</p> <p><input type="checkbox"/> 45 property certificate for precinct property</p> <p><input type="checkbox"/> 46 plan creating precinct property</p> <p><input type="checkbox"/> 47 precinct development contract</p> <p><input type="checkbox"/> 48 precinct management statement</p> <p><input type="checkbox"/> 49 property certificate for community property</p> <p><input type="checkbox"/> 50 plan creating community property</p> <p><input type="checkbox"/> 51 community development contract</p> <p><input type="checkbox"/> 52 community management statement</p> <p><input type="checkbox"/> 53 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 55 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</p> <p><input type="checkbox"/> 58 disclosure statement – off the plan contract</p> <p><input type="checkbox"/> 59 other documents relevant to off the plan contract</p> <p>Other</p> <p><input type="checkbox"/> 60 Other: Not Applicable</p>
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HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

SECTION 66W CERTIFICATE

I,,
of,
Solicitor/Licensed Conveyancer, certify as follows:

- (a) * I am a Solicitor currently admitted to practise in New South Wales.
* I am a Conveyancer licensed under the *Conveyancers Licensing Act 2003* to practise in New South Wales.
- (b) I am giving this certificate in accordance with Section 66W of the *Conveyancing Act 1919* with reference to a contract for the sale of property known as 15 Arundel Street, West Pymble from Nicola Louise Tomlinson and Martin Andrew Ralphs (as Vendors) to (as Purchasers) in order that there be no cooling off period in relation to that contract.
- (c) I do not act for the Vendors and am not employed in the legal or conveyancing practice of a Solicitor or Conveyancer acting for the Vendors nor am I a member or employee of a firm of which a Solicitor or Conveyancer acting for the Vendors is a member or employee.
- (d) I have explained to the Purchasers:
- (i) the effect of the contract for the purchase of that property;
 - (ii) the nature of this certificate; and
 - (iii) the effect of giving this certificate to the Vendors, that is, that under Section 66S of the *Conveyancing Act* there be no cooling off period in relation to that contract.

DATED this day of 2024.

.....
Signature

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

15 ARUNDEL ST WEST PYMBLE NSW 2013

SPECIAL CONDITIONS

VENDOR: NICOLA LOUISE TOMLINSON & MARTIN ANDREW RALPHS

PURCHASER:

GUARANTOR:

PROPERTY: 15 ARUNDEL STREET WEST PYMBLE

33. AMENDMENTS TO PRINTED CLAUSES

The printed clauses are amended by:

- (a) Deleting clause 5.1 in its entirety;
- (b) substituting "1%" in place of "5%" in clause 7.1.1;
- (c) substituting "7 days" in place of "14 days" in clause 7.1.3;
- (d) substituting "1%" in place of "10%" in clause 7.2.1;
- (e) substituting "7 days" in place of "14 days" in clause 8.1.3;
- (f) deleting clause 14.4.2 in its entirety and replacing with the following:

"by adjusting the amount that is paid or payable based on the following calculation –

$$(A / B) \times C = D$$

Where:

A = the land tax taxable value for the subject property (if the land, or part of it, has no separate taxable value, its separate taxable value is to be calculated on a proportional area basis);

B = the aggregated taxable land value;

C = the total tax payable; and

D = the figure to be adjusted on settlement."

- (g) adding the following sentence to the end of clause 16.4: *"The purchaser agrees that the vendor may elect to pay any outstanding land tax to Revenue NSW on Completion and in such case the vendor will provide the purchaser with a clear land tax certificate within 10 business days of Completion."*
- (h) deleting "or fax" and "in either case" in clause 20.6.5;
- (i) adding a new clause 30.1.2: *"If this transaction must be conducted as a manual transaction at the Purchaser's request, the Purchaser must allow as an adjustment on settlement the additional sum of \$400.00 + GST being their contribution towards the extra legal costs and expenses of the vendor, for manually completing the transaction.";*
- (j) deleting "normally" and substituting "14 days" in place of "7 days" in clause 30.2;
- (k) deleting "but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee" in clause 30.7;
- (l) deleting "cash (up to \$2,000) or" in clause 30.9; and
- (m) deleting clause 30.11.

34. TOTAL AGREEMENT

The purchaser acknowledges that all representations, warranties or statements made by or on behalf of the vendor in this transaction have merged in this Contract and that the purchaser does not rely on any other letter, document, correspondence or arrangement whether oral or in writing as adding to or amending the terms, conditions, warranties and arrangements set out in this Contract.

35. STATE OF REPAIR

The purchaser acknowledges that the improvements on the property and the furnishings and chattels referred to in the particulars in this Contract are being purchased in their present condition and state of repair and subject to any infestation and dilapidation and as a result of the purchaser's inspection and the purchaser shall make no objection, requisition or claim for compensation in respect of the materials used in the construction of the improvements and any defect either latent or patent in those improvements or the furnishings or chattels comprised in the property.

36. DEATH, BANKRUPTCY OR MENTAL ILLNESS OF EITHER PARTY

Without in any manner negating, limiting or restricting any right or remedies which would have been available to either party at law or in equity if this Special Condition had not been included herein should either party (or any one of the persons included in the expression "either party") prior to completion:

- (a) die or become mentally ill, the other party may rescind this Contract by notice in writing forwarded to the solicitor named as the party's solicitor in this Contract and thereupon this Contract shall be at an end and the provisions of Clause 19 hereof shall apply; or
- (b) be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a company resolve to go into liquidation or have an application for winding up of either party presented or enter into any scheme or arrangement with its creditors or should any liquidator or receiver or official manager be appointed in respect of either party then that party shall be deemed to be in default in an essential respect.

37. EXISTING SERVICES

The purchaser shall take title subject to all existing services including any joint services or services passing through or under adjoining land without easement and the purchaser shall not make any objection, requisition or claim for compensation nor be entitled to rescind or fail to complete this Contract by reason of any such installation as aforesaid and the purchaser shall be deemed to have satisfied himself as to the position and nature of such installations prior to his entry into this Contract. The purchaser accepts the condition and state of repair of such services as they exist at the date of completion.

38. REMOVAL OF CHARGES PRIOR TO COMPLETION

The vendor shall not be obliged to remove any charge on the property for any rate, tax or outgoing until the time when completion of this Contract is effected. The vendor shall not be deemed to be unable, not ready or unwilling to complete this Contract by reason of the existence of any charge on the property for any rate, tax or outgoing prior to completion and shall be entitled to serve a Notice to Complete on the purchaser notwithstanding that at the time such notice is issued or at any time until completion there is a charge on the property for any rate, tax or outgoings.

39. INDEMNITY FOR AGENT'S COMMISSION

The purchaser warrants that he has not been introduced to the vendor or to the property by the activities or information of any person, firm or company which may be entitled to charge commission in respect of the sale of the property other than the agent (if any) referred to in this Contract. Should it be found either before or after completion that the purchaser has been so introduced then the purchaser will indemnify and keep indemnified the vendor from and against any such claim for commission or pay to the vendor, on demand, such sum as the vendor may

be liable to pay by reason of such claim including any costs which the vendor may reasonably incur. This clause shall not merge on completion.

40. SURVEY

The purchaser acknowledges having read and understood the copy survey of Donovan Associates dated 27 September 2022 annexed hereto and shall not be entitled to make any objection, requisition or claim for compensation in respect of the specific matters referred to therein. The vendor does not warrant the accuracy or completeness of the said survey.

41. BUILDING CERTIFICATE

The purchaser acknowledges having read and understood the copy of the Building Information Certificate from Ku-ring-gai Council dated 21 November 2022 annexed hereto and shall not be entitled to make any objection, requisition or claim for compensation in respect of the specific matters referred to therein. The vendor does not warrant the accuracy or completeness of the said certificate.

42. NOTICE TO COMPLETE

If either party is unable or unwilling to complete by the completion date, the other party shall be entitled to serve a Notice to Complete making the time for completion essential. Such a notice shall give not less than fourteen (14) days notice following the day on which that notice is served on the recipient and such notice can require completion by no later than 4.00pm on the day nominated in such notice. A Notice to Complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential. The purchaser will allow on settlement the cost of any Notice to Complete served on the purchaser, assessed and agreed at \$385.00 inclusive of GST.

43. LIQUIDATED DAMAGES

- (a) In the event that completion is not effected on the completion date for any reason not solely attributable to the Vendor, the purchaser shall pay to the vendor on completion, in addition to the balance of purchase money an amount calculated as seven per cent (7%) per annum interest on the balance of purchase money computed at a daily rate from the day immediately after the completion date to and including the day on which this contract is completed. It is agreed that this amount is a genuine pre-estimate of the vendor's loss of interest for the purchase money and liability for rates and outgoings.
- (b) If the Vendor is not ready to complete on the Completion Date, the interest payable by the Purchaser in subclause (a) will be calculated from the second business day after the date the Vendor notifies the purchaser that the Vendor is in a position to complete.
- (c) The Vendor will not be obliged to complete this Contract until such time as the Purchaser pays the Vendor, in addition to other monies payable at the date of completion, all interest due pursuant to subclause (a).
- (d) The imposition of interest in subclause (a) is without prejudice to the rights, powers and remedies otherwise available to the Vendor pursuant to this contract and otherwise at law.

44. EXCHANGE BY EMAIL USING SCANNED DOCUMENTS

- (a) The parties agree that exchange of this contract may occur using a signed, scanned and emailed contract signed by the vendor ("the vendor's counterpart") and a signed, scanned and emailed contract signed by the purchaser ("the purchaser's counterpart").
- (b) The parties agree that they will be bound by the contract on the later of:-
 - (i) the date on which the vendor's solicitor receives the purchaser's counterpart by email; and

- (ii) the date on which the purchaser's solicitor receives the vendor's counterpart by email.

The parties agree that the counterparts will be dated with the date on which the parties become bound ("the exchange date").

- (c) Each party must provide their original signed counterpart contract to the other party's solicitor within fourteen (14) days of a request to do so.
- (d) A failure by a party to comply with subclause (c) will not affect the legally binding nature of the contract.

45. ORDER ON THE DEPOSITHOLDER

Completion of this contract is subject to and conditional upon the purchaser's solicitors serving the order on the depositholder on the vendor's solicitors prior to completion, such order to be held by the vendor's solicitors in escrow pending completion.

46. ELECTRONIC EXECUTION

This Contract may be executed by any and all parties by way of electronic signature, and if so, must be considered an original. This Contract may be executed and delivered by email and the parties agree that such scanned execution and email delivery must be the same force and effect as delivery of an original document with original signatures, and that each party may use such scanned signatures as evidence of the execution and delivery of this Contract by all parties to the same extent that an original signature could be used.

47. SERVICE

Notwithstanding any other term of this contract, neither party will serve any notice by fax.

48. DEPOSIT FOR COMPLETION

If at the time for completion, the vendor requires the use of the deposit for the discharge of a mortgage affecting the property or in connection with the purchase of another property (including accommodation in a nursing home), the purchaser hereby authorises and directs the deposit holder to release the deposit, or part thereof, into the vendor's solicitor's trust account in accordance with a written direction from the vendor's solicitor provided that the vendor's solicitor shall not further release such deposit until the time of completion of this contract.

49. RELEASE OF DEPOSIT

Notwithstanding any other provision of this Contract the purchaser hereby authorises the release of the whole or any part of the deposit monies at any time after the date hereof for the use as a deposit on the purchase of real property PROVIDED THAT the monies released are to be deposited into the trust account of a solicitor or real estate agent and shall not be further released without the purchaser's consent. The purchaser shall immediately on request by the vendor provide any authorisation required by the depositholder to effect such release but also specifically agrees that the production of this contract to the depositholder by the vendor shall be sufficient authorisation for the depositholder to so release any of the deposit directed by the vendor.

50. DEPOSIT - INITIAL 0.25%

Notwithstanding any other provision of this Contract, if a Cooling-Off Period applies, then the deposit may be paid by 2 instalments as follows:

- (a) an amount equivalent to 0.25% of the price on or before the making of this Contract; and

- (b) the balance of the deposit no later than 5.00pm on the last day of the Cooling-Off Period (time being of the essence).

51. EXTENSION(S) TO COOLING OFF PERIOD

If a Cooling-Off Period applies to this Contract, then on each occasion that the Purchaser requests an extension thereof, irrespective of whether the request is granted by the Vendor, the Purchaser must on Completion pay a further sum of \$110.00 (including GST) for the Vendor's additional legal costs associated with dealing with the Purchaser's request(s). This sum is agreed by the parties to be a genuine and reasonable pre-estimate of the Vendor's actual costs. The payment of the further sum is an essential term of this Contract.

52. NON-COMPLIANCE WITH SWIMMING POOLS ACT

The vendor discloses and the purchaser acknowledges that the enclosures for the swimming pool on the property may not comply with the Swimming Pools Act ('the Act') and to that extent may constitute a matter which could justify the making of an upgrading or demolition order. The purchaser shall not be entitled to raise any objection requisition or claim for compensation by reason of such non-compliance. Notwithstanding any other provision contained in this contract if the local Council ('the Council') either before the date of this contract or at any time before completion issues a work order (as defined in this contract) in relation to the swimming pool or its enclosures (or lack thereof) whether or not such work order has any force in law or not, then notwithstanding any other provision contained in this contract the vendor shall not be required to comply with the work order or do any work whatsoever in relation to the swimming pool and subject to completion the purchaser shall comply with the work order and shall carry out any work required by the Council in relation thereto and shall indemnify and keep indemnified the vendor in respect thereof.

53. GUARANTEE AND INDEMNITY

This clause applies if there is a Guarantor. If the purchaser is a company then the persons executing this contract on behalf of that company by their execution hereof agree that each of them also bind him/herself in his/her personal capacity as such a Guarantor by that signature.

- (a) The Guarantor gives this guarantee and indemnity in consideration for the Vendor agreeing to enter into this contract. The Guarantor acknowledges the receipt of valuable consideration from the Vendor for the Guarantor incurring obligations and giving rights under this guarantee and indemnity.
- (b) The Guarantor unconditionally and irrevocably guarantees to the Vendor the due and punctual performance and observance by the Purchaser of its obligations under this contract.
- (c) As a separate undertaking, the Guarantor unconditionally and irrevocably indemnifies the Vendor against all liability or loss arising from, and any cost, incurred in connection with a breach by the Purchaser of this contract. It is not necessary for the Vendor to incur expense or make payment before enforcing the right of indemnity.
- (d) The Guarantor agrees to pay interest on any amount payable under this guarantee and indemnity from when the amount becomes due for payment until it is paid in full. Accumulated interest is payable at the end of each month. The interest rate to be applied to each balance is at ten per cent (10%) per annum.
- (e) The Guarantor waives any right it has of first requiring the Vendor to commence proceedings to enforce any other right against the Purchaser or any other person before claiming under this guarantee and indemnity.
- (f) This guarantee and indemnity is a continuing security and is not discharged by any one payment.

- (g) The liability of the Guarantor and the rights of the Vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including, but not limited to, one or more of the following:
 - (i) the Vendor granting time or other indulgence to, compounding or comprising with or releasing the Purchaser;
 - (ii) acquiescence, delay, acts, omissions or mistakes on the part of the Vendor;
 - (iii) any transfer of a right of the Vendor;
 - (iv) any variation, assignment, extension renewal of this contract; or
 - (v) the invalidity or unenforceability of an obligation or liability of a person under this contract.
- (h) The Guarantor may not, without the Vendor's approval:
 - (i) raise a set-off or counterclaim available to it or the Purchaser against the Vendor in reduction of its liability under this guarantee and indemnity;
 - (ii) claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any security or guarantee held by the Purchaser in connection with this contract;
 - (iii) make a claim or enforce a right against the Purchaser or its property; or
 - (iv) prove competition with the Vendor if liquidator, provisional liquidator, receiver, administrator or trustee in bankruptcy is appointed in respect of the Purchaser or the Purchaser is otherwise unable to pay its debts when they fall due,

until all money payable to the Vendor in connection with this contract is paid.
- (i) If a claim that payment to the Vendor in connection with this contract or this guarantee and indemnity is void or voidable (including, but not limited to, a claim under laws relating to liquidation, administration, insolvency or protection of creditors) is upheld, conceded or comprised then the Vendor is entitled immediately as against the Guarantor to the rights to which it would have been entitled under this guarantee and indemnity if the payment had not occurred.
- (j) The Guarantor agrees to pay or reimburse the Vendor on demand for:
 - (i) the Vendor's costs in making, enforcing and doing anything in connection with this guarantee and indemnity including but not limited to, legal costs and expenses on a full indemnity basis; and
 - (ii) all stamp duties, fees, taxes and charges which are payable in connection with this guarantee and indemnity or a payment, receipt or other transaction contemplated by it.
- (k) Where there is more than one guarantor each guarantor gives the guarantees and indemnities in this clause jointly and severally and the vendor may enforce the guarantees and indemnities against any one guarantor separately from and without any obligation to enforce then against any other guarantor.



FOLIO: 75/26062

SEARCH DATE	TIME	EDITION NO	DATE
15/1/2024	4:54 PM	8	29/9/2022

LAND

LOT 75 IN DEPOSITED PLAN 26062
LOCAL GOVERNMENT AREA KU-RING-GAI
PARISH OF GORDON COUNTY OF CUMBERLAND
TITLE DIAGRAM DP26062

FIRST SCHEDULE

NICOLA LOUISE TOMLINSON
MARTIN ANDREW RALPHS
AS JOINT TENANTS (T 7107220)

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 G450152 COVENANT
- 3 G800888 COVENANT
- 4 AS189371 MORTGAGE TO BENDIGO AND ADELAIDE BANK LIMITED
- 5 AS489955 POSITIVE COVENANT
- 6 AS489956 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

59919

PRINTED ON 15/1/2024

Plan Form No. 1 (for Deposited Plan)

Municipality of Ku-ring-gai
Shire of

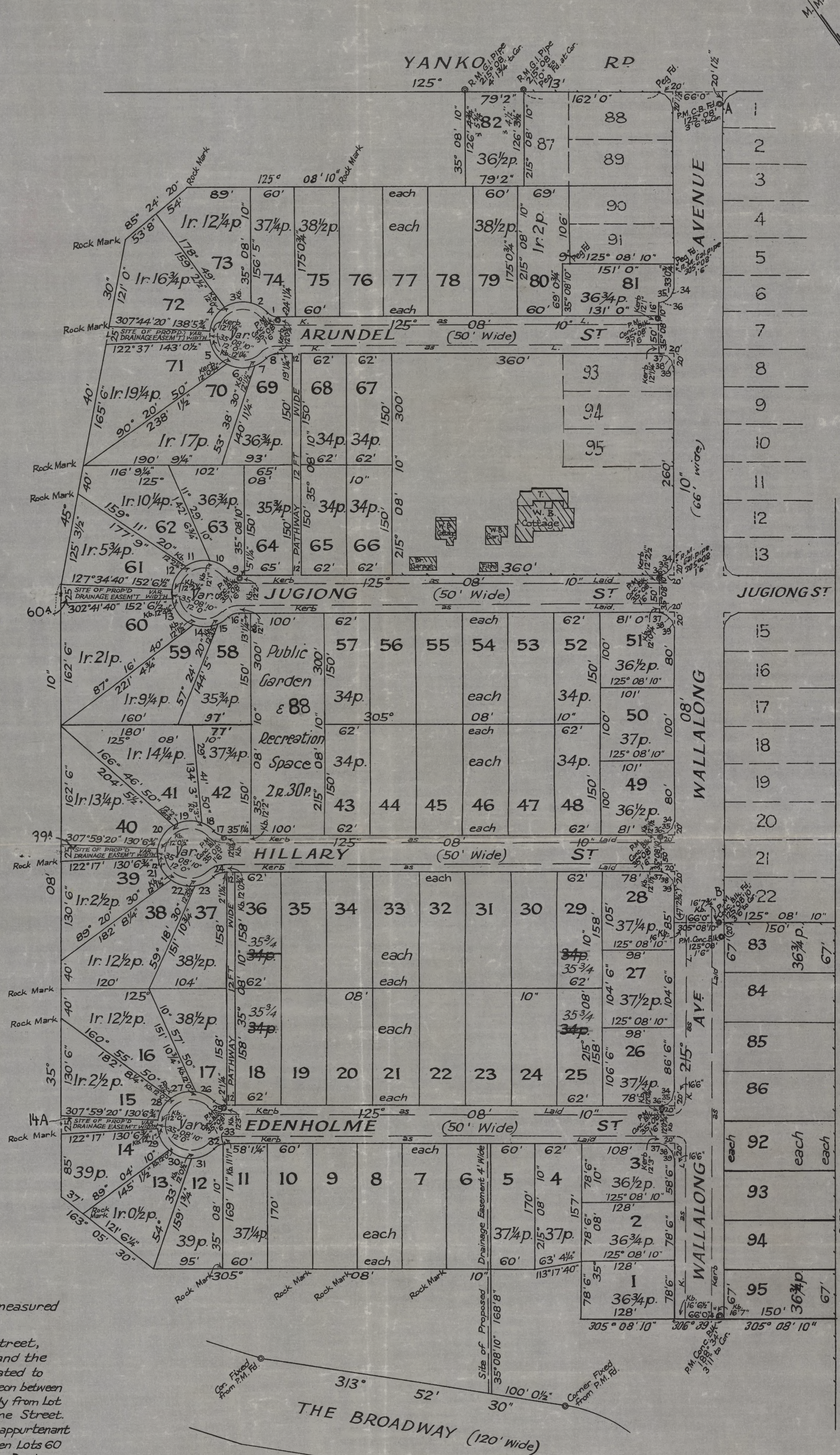
G282433 26-4-55

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 number
DEP PLAN 26062
on the 27th day of June 55
REGISTERED



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.

Samu waso

REFERENCE TO SPLAYED CORNERS

Line	Lot Nos	Bearing	Distance
34	81, 49, 26, 91	230° 08' 10"	10' 4 1/4"
35	81, 49, 26, 91	260° 08' 10"	10' 4 1/4"
36	81, 49, 26, 91	290° 08' 10"	10' 4 1/4"
37	51, 28, 3, 91	140° 08' 10"	10' 4 1/4"
38	51, 28, 3, 91	170° 08' 10"	10' 4 1/4"
39	51, 28, 3, 91	200° 08' 10"	10' 4 1/4"

REFERENCE TO CURVED BOUNDARIES

Line	Lot N ^o	Radius	Arc	Chord	
				Bearing	Distance
1	74	20' 0"	16' 1 1/2"	328° 13' 40"	15' 8 1/4"
2	74	45' 0"	25' 2"	335° 18' 10"	24' 10"
3	72	45' 0"	37' 10 1/2"	293° 09' 50"	36' 9 3/4"
4	72	45' 0"	37' 10 1/2"	248° 55' 10"	36' 9 3/4"
5	71	45' 0"	41' 5 1/2"	181° 05' 10"	40' 0"
6	70	45' 0"	41' 5 1/2"	128° 18' 40"	40' 0"
7	69	45' 0"	18' 0 1/2"	30° 26' 10"	17' 11"
8	69	20' 0"	16' 1 1/2"	102° 02' 30"	15' 8 1/4"
9	69	45' 0"	16' 1 1/2"	148° 13' 40"	15' 8 1/4"
10	63	45' 0"	29' 0 1/2"	152° 48' 50"	28' 6 1/2"
11	62	45' 0"	35' 11 1/2"	111° 27' 20"	35' 0"
12	61	45' 0"	35' 11 1/2"	65° 41' 00"	35' 0"
13	60	45' 0"	41' 5 1/2"	151° 05' 10"	40' 0"
14	59	45' 0"	41' 5 1/2"	128° 18' 40"	40' 0"
15	58	45' 0"	18' 0 1/2"	30° 26' 10"	17' 11"
16	58	20' 0"	16' 1 1/2"	102° 02' 30"	15' 8 1/4"
17	42	45' 0"	16' 1 1/2"	328° 13' 40"	15' 8 1/4"
18	42	45' 0"	16' 1 1/2"	335° 18' 10"	17' 11"
19	41	45' 0"	41' 5 1/2"	301° 57' 40"	40' 0"
20	40	45' 0"	41' 5 1/2"	249° 11' 10"	40' 0"
21	39	45' 0"	35' 11 1/2"	184° 35' 20"	35' 0"
22	38	45' 0"	35' 11 1/2"	138° 19' 00"	35' 0"
23	37	45' 0"	29' 0 1/2"	97° 26' 30"	28' 6 1/2"
24	37	20' 0"	16' 1 1/2"	102° 02' 30"	15' 8 1/4"
25	17	20' 0"	16' 1 1/2"	328° 13' 40"	15' 8 1/4"
26	17	45' 0"	29' 0 1/2"	337° 48' 50"	28' 6 1/2"
27	16	45' 0"	35' 11 1/2"	231° 27' 20"	35' 0"
28	15	45' 0"	35' 11 1/2"	245° 41' 00"	35' 0"
29	14	45' 0"	33' 9 1/2"	185° 57' 50"	33' 0"
30	13	45' 0"	33' 9 1/2"	142° 56' 40"	33' 0"
31	12	45' 0"	33' 4 1/2"	100° 11' 30"	32' 7 1/4"
32	11	20' 0"	14' 2 1/2"	99° 10' 00"	13' 11"
33	11	20' 0"	1' 10 3/4"	122° 24' 40"	1' 10 3/4"

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 the Council on the 27th day of April 1955.
W. L. Bourke DEPUTY TOWN CLERK

I Frank Maxwell Mason of 10 Castlereagh St, Sydney a Surveyor registered under the Surveyors 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 and was completed on 12th 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

(Signature) *Samu waso* Surveyor registered under the Surveyors Act, 1929-46.

this 4th day of January A.D. 1955

J.P. Date of Survey

Approved by Council & Covered by Council Clerk's Certificate

No. of

Council Clerk.

Datum line of Azimuth A-B.

DP26062

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

PLAN APPROVED AT L.T.O. 20-8-88



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



CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

DP: 26062 CONTINUED

FEET	INCHES	METRES
41	5 3/8	12.633
41	6 1/2	12.662
45	-	13.716
50	-	15.240
52	-	15.850
53	8	16.358
54	-	16.459
57	-	17.374
58	-	17.678
58	1 1/4	17.710
58	6	17.831
60	-	18.288
62	-	18.898
63	4 1/4	19.310
65	-	19.812
66	-	20.117
66	0 1/4	20.123
67	-	20.422
69	-	21.031
69	0 3/4	21.050
77	-	23.470
78	-	23.774
78	6	23.927
79	2	24.130
80	-	24.384
81	-	24.689
85	-	25.908
86	6	26.365
89	-	27.127
93	-	28.346
95	-	28.956
97	-	29.566
98	-	29.870
100	-	30.480
100	0 1/2	30.493
101	-	30.785
102	-	31.090
104	-	31.699
104	6	31.852
105	-	32.004
106	-	32.309
106	6	32.461
108	-	32.918
116	9 1/4	35.592
120	-	36.576
121	-	36.881
121	6 1/4	37.040
125	-	38.100
125	3 1/2	38.189
126	3 3/8	38.491
126	4 1/2	38.519
126	5 3/8	38.541
126	5 3/4	38.551
128	-	39.014
130	6	39.776
130	6 3/4	39.795
131	-	39.929
134	3	40.919
138	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



CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

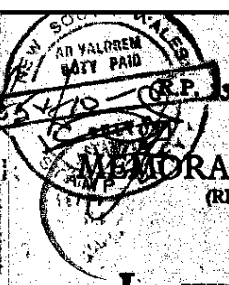
DP 26062 CONTINUED

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

THIS SPACE TO BE LEFT FREE FROM NOTATION.

C.F. is fairly cancelled.



G 800888

FEES —
Lodgment No. :
Endorsement No. :
Certificate No. :
Stamp Duty

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1926)

BURKE NAUGHTON PTY. LIMITED

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

If a less estate, strike out "in fee simple" and interline the required alteration.

Full postal address of transferee must be shown.

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

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.

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" 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, 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 shall comply with the provisions of Section 85 of the Conveyancing Act, 1919-1924.

A very short note will suffice.

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 instrument. As to instruments executed elsewhere, see Section 100.

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."

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 FOUR HUNDRED AND TWENTY FIVE POUNDS

(£425.0.0) (the receipt whereof is hereby acknowledged) paid to it by ELIZABETH CHARLOTTE FRASER of 77 Gerard Street, Cremorne, Married Woman, and in consideration of Seven hundred and seventy five pounds (£775) (the receipt whereof is hereby acknowledged) paid to the said Elizabeth Charlotte Fraser by Allan David McKeown of 35 Linden Way, Castlecrag, Transport (Transferee) do hereby transfer to the said transferee, at the request and by the direction of the said Elizabeth Charlotte Fraser, the estate and interest in the land mentioned in the Schedule following the transferee

County.	Parish.	Reference to Title (d)			Description of Land (if part only). (e)
		Whole or Part.	Vol.	Fol.	
<u>CUMBERLAND</u>	<u>GORDON</u>	<u>PART</u>	<u>7135</u>	<u>164</u>	<u>BEING Lot 75 in Deposited Plan No. 26062.</u>

And the transferee covenants with the transferor as per Annexure "A" hereto.

ENCUMBRANCES, &c., REFERRED TO.*

SUBJECT to Covenant in Transfer No. G450152.

Signed at Cremorne the 31st day of August 1957.

Signed in my presence by the transferor

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

WHO IS PERSONALLY KNOWN TO ME }
[Signature]

[Signature] Transferor.*
[Signature] Director
E. C. Fraser, Mr. McKeown Secy.

Signed in my presence by the directing party who is personally known to me:

[Signature]
E. C. Fraser

Directing Party

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

Signed in my presence by the transferee

[Signature]
[Signature]

WHO IS PERSONALLY KNOWN TO ME }
[Signature]

[Signature]
[Signature] 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-variation 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 signing liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

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

G 800888

LODGED BY

No. _____

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

I,

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

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 the estate in the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

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

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

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

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.

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.

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

INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH.
	<u>Sub. to Covenant</u>	To be filled in by person lodging dealing.
Checked by <u>GB</u>	Particulars entered in Register Book, Volume <u>7125</u> Folio <u>164</u>	Received Docs. Nos.
Passed (in S.D.B.) by <u>[Signature]</u>	the <u>25</u> day of <u>October</u> 19 <u>52</u>	Receiving Clerk.
Signed by <u>[Signature]</u>	<u>5</u> minutes past <u>3</u> o'clock in the <u>after</u> noon <u>J. H. Wells</u> Registrar-General	

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written ...		
Draft examined ...		
Diagram prepared ...		
Diagram examined ...		
Draft forwarded ...		
Supt. of Engrossers ...		
Cancellation Clerk ...		
Vol.	<u>7385</u>	<u>10</u>

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, 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) £2-2-6, if accompanied by the relevant title or evidence of production thereof, (b) £2-0-0 otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(a) 1/- 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) 1/- 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.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

G800 888

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

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

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

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

This is the annexure marked "A" referred to in the annexed Memorandum of Transfer dated 31st Dec 1957 from Burke Naughton Pty. Limited to Elizabeth Charlotte Fraser.
Allan David McKeown at the direction of Elizabeth Charlotte Fraser.

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

Ed Burke Director

Al Nolan Secretary

E. C. Fraser Mr

David McKeown
E. C. Fraser.

Manning M.

William

Donald E. Yarnall, Jr.

50583

2/10

"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 January 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 land to which the benefit of this covenant is annexed are Lot 2 in
Deposited Plan Number 26062 and the land comprised in Certificate of Title Volume
7018 Folio 104 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 whose 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:-

Director

Secretary



MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900.)

New South Wales



Fee 1/6
Lodgment 2/6
Endorsement 1/6
Certificate 2/6
1/6
5/-

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)			Description of Land (if part only). (e)
		Whole or Part.	Vol.	Fol.	
<u>CUMBERLAND</u>	<u>GORDON</u>	<u>PART</u>	<u>4839</u>	<u>93</u>	Being the residue of land in D.P. 26062 and the residue of Lots 2, 3, 4, 5, 6, 10, 13, 17, 20, 21, 22, 27, 28, 29, 30, 32, 33, 34, 35, 37, 38, 40, 41, 43, 44, 46, 47, 48, 49, 52, 53, 56, 57, 58, 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

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:

Jack Burke Director
Mo Dolan 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.

G 450152

LODGED BY

No. _____

CONSENT OF MORTGAGEE!

(N.B.—Before execution read marginal note.)

I,

release and discharge the land comprised in the mortgage under Mortgage No. _____ 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.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

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

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

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.

This consent is appropriate only to a transfer of part of the land in the Certificate of Title or Crown Grant. The mortgage 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.

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

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

INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH. To be filled in by person lodging dealing.
<i>LP</i>	<i>Subj's Covenant (as regards parts)</i>	1 _____ Received Docs. 2 _____ Nos. 3 _____ 4 _____ 5 _____ 6 _____ 7 _____ Receiving Clerk.
Checked by	Particulars entered in Register Book, Volume <u>7127</u> Folio <u>155</u> <u>156</u>	
Passed (in S.D.B.) by		
Signed by	the <u>15th</u> day of <u>June</u> 19 <u>88</u> at _____ minutes past <u>12</u> o'clock in the _____ noon	

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written ...		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk		
Vol.	<u>103</u>	

K 1165 54437-W

G 506172 to follow
1185 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) 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.

URGENT BY 30/5/87
LEAVE THESE SPACES FOR DEPARTMENTAL USE.

Lodger Details

Lodger Code 500971W
Name FOX & STANILAND
Address L 2, SE 2.02, 828 PACIFIC HWY
GORDON 2072
Lodger Box 1W
Email CRAIG@FOXSTANILAND.COM.AU
Reference CL57574 (RALPHS

Land Registry Document Identification

AS489955

STAMP DUTY:

Positive Covenant (with Registered Interest Holder Consent)

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
75/26062	N	

Interest in Land
MORTGAGE AS189371

Registered Proprietor
NICOLA LOUISE TOMLINSON
MARTIN ANDREW RALPHS

Prescribed Authority
KU-RING-GAI COUNCIL
Local government or body

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Terms and Conditions
See attached Mortgagee's Consent

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
The Certifier has retained the evidence supporting this Registry Instrument or Document.
The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	KU-RING-GAI COUNCIL
Signer Name	ANNA ZDRILIC
Signer Organisation	MATTHEWS FOLBIGG PTY LIMITED
Signer Role	PRACTITIONER CERTIFIER
Execution Date	21/09/2022

The Certifier has taken reasonable steps to verify the identity of the relinquishing party or his, her or its administrator or attorney.
The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
The Certifier has retained the evidence supporting this Registry Instrument or Document.
The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	NICOLA LOUISE TOMLINSON
Signer Name	CRAIG GORDON LOCKART
Signer Organisation	FOX & STANILAND PTY LIMITED
Signer Role	PRACTITIONER CERTIFIER
Execution Date	21/09/2022

The Certifier has taken reasonable steps to verify the identity of the relinquishing party or his, her or its administrator or attorney.
The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
The Certifier has retained the evidence supporting this Registry Instrument or Document.
The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	MARTIN ANDREW RALPHS
Signer Name	CRAIG GORDON LOCKART
Signer Organisation	FOX & STANILAND PTY LIMITED
Signer Role	PRACTITIONER CERTIFIER
Execution Date	21/09/2022

Form: 13PC
Release: 2.2
www.lpma.nsw.gov.au

POSITIVE COVENANT
New South Wales
Section 88E(3) Conveyancing Act 1919

Leave this space clear. Affix additional pages to the top left-hand corner.

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE

75/26062

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	Reference:	PC

(C) REGISTERED PROPRIETOR

NICOLA LOUSIE TOMLINSON
MARTIN ANDREW RALPHS

(D) LESSEE MORTGAGEE or CHARGE

Of the above land agreeing to be bound by this positive covenant

Nature of Interest	Number of Instrument	Name
Mortgage	7107221 AS189371	ST GEORGE BANK LIMITED BENDIGO AND ADELAIDE BANK LIMITED

(E) PRESCRIBED AUTHORITY

KU-RING-GAI COUNCIL

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure "A" hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.
DATE

(G) Execution by the prescribed authority

I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: ☐

Name of witness: ☐

Address of witness: ☐

DEBBIE SLAVNIC

818 PACIFIC HWY

GORDON NSW 2072

Signature of authorised officer: ☐

Name of authorised officer: ☐

Position of authorised officer: ☐

C. Swanepoel

Manager

Development

(G) Execution by the registered proprietor

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.

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

Signature of witness: ☐

Name of witness: ☐

Address of witness: ☐

Henry Ralphs
15 Arandel St, West Pymble
NSW, Australia

Signature of Registered Proprietor: ☐

Assessment

Property Act 1900 by the Registered Proprietor.

[Signature]

[Signature]

(H) Consent of the mortgagee

The mortgagee under mortgage

AS189371
No. ~~7107221~~

, agrees to be bound by this positive covenant.

I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence. BENDIGO AND ADELAIDE BANK LIMITED A/N 11068049178

Signature of witness: ☐

Name of witness: ☐

Address of witness: ☐

Yen Lee Phan
A Commissioner for taking affidavits in the Supreme Court of
80 Grenfell St, Adelaide SA 5000.

BY ITS APPOINTED ATTORNEY

Signature of mortgagee:

HOPE TOMMESA
PREWITT

80 GRENFELL STREET ADELAIDE SA 5000
UNDER POWER OF ATTORNEY NO BOOK
4307 No. 729

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

0911


Page 2 of 5


**This is Annexure A to the Positive Covenant 13PC under section
88E(3) of the Conveyancing Act 1919**


Dated the 3rd of November , 2017 Land being Lot 75 in DP 26062

TERMS OF POSITIVE COVENANT

1. The proprietor of the burdened lot covenants with the Council in respect of any System (as later defined) constructed on the burdened lot to:
 - a) permit stormwater to be retained and re-used by the System;
 - b) regularly keep the System clean and free from grass clippings, silt, rubbish, debris and the like;
 - c) maintain the System to ensure a maximum outflow from the System and a minimum pondage in accordance with plans duly approved by the Principal Certifying Authority;
 - d) ensure that the System at all times includes an overflow to direct any excess flow to the downstream drainage System;
 - e) maintain, repair and replace the System or any part of it due to deterioration or damage without delay so that it functions in a safe and efficient manner;
 - f) comply with the terms of any written notice issued by the Council in respect of the requirements of the Positive Covenant within the time stated in the notice;
 - g) permit the Council to enter upon the burdened lot or any part of it with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time and without notice in the case of an emergency);
 - to view the state of repair of the System;
 - to ascertain whether or not there has been any breach of the terms of this Positive Covenant;


Nicola Louise Tomlinson


Martin Andrew Ralphs


CORRIE SWANEPOEL Swanepoel
Manager
Development
Assessment

Page 3 of 5

- to execute works on the burdened lot for compliance with the requirements of this Positive Covenant;

h) indemnify and keep indemnified the Council from and against all claims, demands, actions, suits, causes of action, sums of money, compensation, damages, costs and expenses which the Council or any other person may suffer as a result of any malfunction or non-operation of the System or any failure of the proprietor to comply with the terms of the Positive Covenant.

2. The Council shall have the following powers:


a) In the event that the proprietor fails to comply with the terms of any written notice issued by the Council as set out above or in the event of an emergency, the Council or its authorised agent may enter the burdened lot with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time and without notice in the case of an emergency) and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in Part 1.1(f) above or to alleviate the emergency.

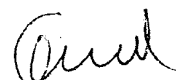
b) The Council may recover from the proprietor as a liquidated debt in a court of competent jurisdiction;

i) any expense reasonably incurred by it in exercising its powers under subparagraph (a) hereof,

ii) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F(4) of the Conveyancing Act, 1919 or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.


Nicola Louise Tomlinson


Martin Andrew Ralphs


CORRIE SWANEPOEL
Manager
Development
Assessment

Page 4 of 5

3. In this Positive Covenant unless inconsistent with the context,

"System" means in relation the burdened lot the stormwater retention and re-use tank or other device constructed or to be constructed on the burdened lot in accordance with the requirements of the Council including all ancillary, gutters, leaf gutter guards, downpipes, pipes, drains, filter, pump, delivery plumbing, trench barriers, walls, earth banks, kerbs, pits, grates, tanks, basins and other surfaces designed to retain and re-used and control stormwater located on any part of the burdened lot.

"Proprietor" includes the registered proprietor of the burdened lot from time to time and all of his heirs, executors, assigns and successors in title to the burdened lot and where there are two or more registered proprietors of the burdened lot the terms of this Positive Covenant shall bind all those registered proprietors jointly and severally.

"Council" means the Ku-ring-gai Council or its successor.

Execution by Ku-ring-gai Council:

Signature

Signed by me..... COLLIE SWANEPOEL C. Swanepoel as a
delegate of Ku-ring-gai Council pursuant to Section 377 of the Local Government
Act 1993 and I hereby certify that I have no notice of revocation of such
delegation. C. Swanepoel, Manager

Authority of Manager Development
Officer..... Development Assessment

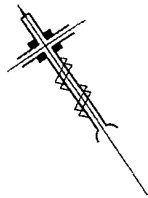
Witness
Signature

Name of Witness DEBBIE SLAVNIC
..... 818 PACIFIC HWY
..... GORDON NSW 2072

Address of
Witness.....

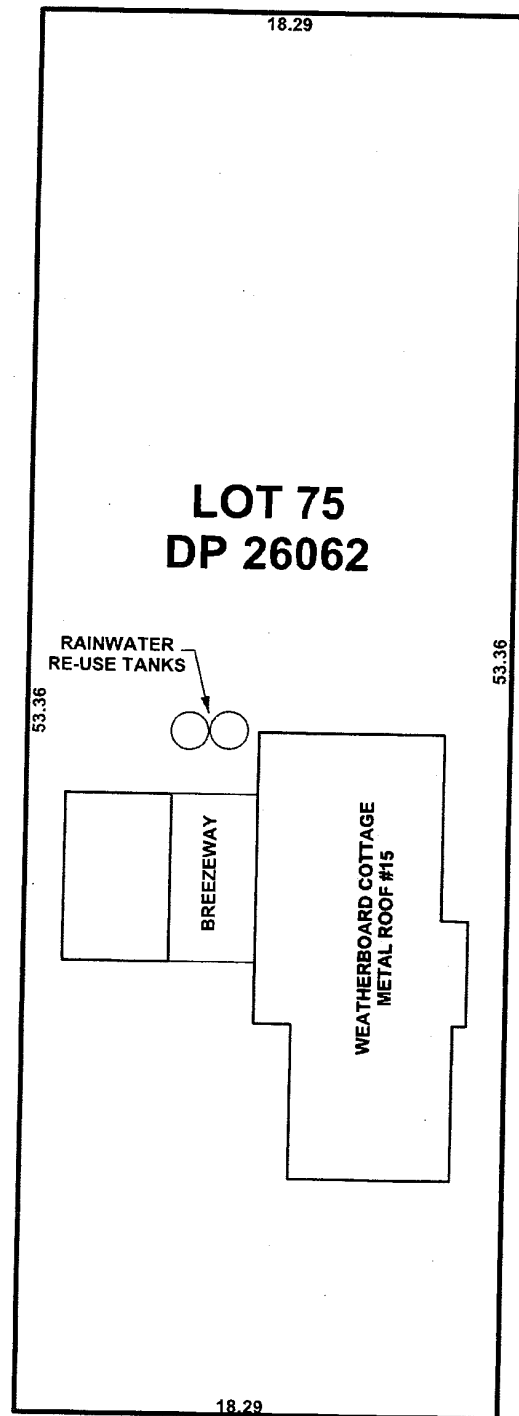
N Tomlinson
Nicola Louise Tomlinson

M Ralphs
Martin Andrew Ralphs



"ANNEXURE B"

A *ceel*



ARUNDEL STREET

CORRIE SWANEPOEL

Corrie

C. Swanepoel

Manager

Development

Assessment

of Tomlin

M. Hall



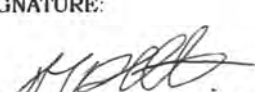
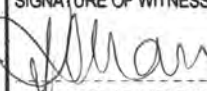
80 Grenfell St Adelaide SA 5000
GPO Box 1048 Adelaide SA 5001
Telephone 1300 652 220

Dated 25th August 2022

NSW Land Registry Services
Level 30/175 Liverpool Street
Sydney NSW 2000

MORTGAGEE'S CONSENT

BENDIGO AND ADELAIDE BANK LIMITED ABN 11 068 049 178 as Mortgagee under Mortgage No AS189371 hereby consents to the Registration of Positive Covenant and Restriction on the use of Land over CT 75/26062 - 15 ARUNDEL STREET WEST PYMBLE NSW 2073 in the name of MARTIN ANDREW RALPHS & NICOLA LOUISE TOMLINSON

BENDIGO AND ADELAIDE BANK LIMITED ABN 11 068 049 178 BY ITS APPOINTED ATTORNEY HOPE TOMEEKA DREWET CONSENTS OFFICER OF 80 GRENFELL STREET ADELAIDE SA 5000 Under POWER OF ATTORNEY No. _____ BOOK 4707 No 729 SIGNATURE: 	IN THE PRESENCE OF: SIGNATURE OF WITNESS  FULL NAME OF WITNESS Yen Lee Phan ADDRESS OF WITNESS 80 Grenfell Street ADELAIDE SA 5000 PHONE No. 13 22 20
---	---

Yen Lee Phan
A Commissioner for taking Affidavits
in the Supreme Court of South Australia

Regards
Adelaide Bank Consents Team

Lodger Details

Lodger Code 500971W
Name FOX & STANILAND
Address L 2, SE 2.02, 828 PACIFIC HWY
GORDON 2072
Lodger Box 1W
Email CRAIG@FOXSTANILAND.COM.AU
Reference CL57574 (RALPHS

Land Registry Document Identification

AS489956

STAMP DUTY:

Restriction on the Use of Land by a Prescribed Authority (with Registered Interest Holder Consent)

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
75/26062	N	

Interest in Land
MORTGAGE AS189371

Registered Proprietor
NICOLA LOUISE TOMLINSON
MARTIN ANDREW RALPHS

Prescribed Authority
KU-RING-GAI COUNCIL
Local government or body

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Terms and Conditions
See attached Mortgagee's Consent

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
The Certifier has retained the evidence supporting this Registry Instrument or Document.
The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	KU-RING-GAI COUNCIL
Signer Name	ANNA ZDRILIC
Signer Organisation	MATTHEWS FOLBIGG PTY LIMITED
Signer Role	PRACTITIONER CERTIFIER
Execution Date	21/09/2022

The Certifier has taken reasonable steps to verify the identity of the relinquishing party or his, her or its administrator or attorney.
The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
The Certifier has retained the evidence supporting this Registry Instrument or Document.
The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	NICOLA LOUISE TOMLINSON
Signer Name	CRAIG GORDON LOCKART
Signer Organisation	FOX & STANILAND PTY LIMITED
Signer Role	PRACTITIONER CERTIFIER
Execution Date	21/09/2022

The Certifier has taken reasonable steps to verify the identity of the relinquishing party or his, her or its administrator or attorney.
The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
The Certifier has retained the evidence supporting this Registry Instrument or Document.
The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	MARTIN ANDREW RALPHS
Signer Name	CRAIG GORDON LOCKART
Signer Organisation	FOX & STANILAND PTY LIMITED
Signer Role	PRACTITIONER CERTIFIER
Execution Date	21/09/2022

Form: 13RPA
Release: 2.3
www.lpma.nsw.gov.au

RESTRICTION ON THE
USE OF LAND BY A
PRESCRIBED AUTHORITY
New South Wales

Leave this space clear. Affix additional
pages to the top left-hand corner.

Section 88E(3) Conveyancing Act 1919

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE

75/26062

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Reference: <input type="text"/>	CODE RV
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(C) REGISTERED
PROPRIETOR

Of the above land
NICOLA LOUISE TOMLINSON
MARTIN ANDREW RALPHS

(D) LESSEE
MORTGAGEE
or
CHARGE

Of the above land agreeing to be bound by this restriction		
Nature of Interest	Number of Instrument	Name
Mortgage	7107221 AS189371	ST GEORGE BANK LIMITED BENDIGO AND ADELAIDE BANK LIMITED

(E) PRESCRIBED
AUTHORITY

Within the meaning of section 88E(1) of the Conveyancing Act 1919
KU-RING-GAI COUNCIL

(F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.
DATE

(G) I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:

Name of witness:

Address of witness:

DEBBIE SLAVNIC

818 PACIFIC HWY

GORDON NSW 2072

Signature of authorised officer:

Name of authorised officer:

Position of authorised officer:

Corrie Swanepoel CORRIE SWANEPOEL

C. Swanepoel

Manager

Development

Assessment

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.

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

Signature of witness:

Henry Ralphs

Signature of Registered Proprietor:

N Tomlinson

Name of witness:

Address of witness:

15 Arundel st, West Pymble
2073 NSW Aust. AS189371

(H) The mortgagee under mortgage No. ~~7107221~~ agrees to be bound by this restriction.

I certify that the above mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence. BENDIGO AND ADELAIDE BANK LIMITED ABN 11 068 049 178

Signature of witness:

Name of witness:

Address of witness:

Yen Lee Phan

A Commissioner for taking Affidavits in the Supreme Court of South Australia
80 Grenfell Street Adelaide SA 5000

BY ITS APPOINTED ATTORNEY

Signature of mortgagee:

HOPE TOMLINSON

CONSENTS OFFICER OF

80 GRENFELL STREET ADELAIDE SA 5000
UNDER POWER OF ATTORNEY NO. BOOK
4307 No. 729

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

0911

Page 2 of 4

**This is Annexure A to the Restriction on the use of land 13PC under
section 88E(3) of the *Conveyancing Act 1919***

Dated the 22nd of November , 2017 Land being Lot 75 in DP 26062

TERMS OF RESTRICTION ON THE USE OF LAND

Unless inconsistent with the context words used herein have the same meaning as those ascribed to them in the Positive Covenant referred to in the Plan.

The proprietor of the burdened lot covenants with the Council not to:

- a) allow any obstruction or interference of any kind to be erected, placed, created or performed so as to inhibit the flow of water to and from the System;
- b) except in accordance with the written approval of the Council allow any building, erection or structure to be constructed or allowed to remain constructed or placed on the System;
- c) carry out or allow to be carried out any change of land profile or earthworks on the System;
- d) carry out or allow to be carried out any alterations to the System including surface levels, controlled outflows, grates, pipes, ~~orifice plate, mesh screen~~ or any other materials or elements thereof outside those normally required for the formation, maintenance and proper function of the System

FILTER, PUMP, DELIVERY PUMPING

and

N Tomlinson
Nicola Louise Tomlinson

MAR
Martin Andrew Ralphs

and

COLLEEN SWANEPOEL C. Swanepoel
Manager
Development
Assessment

Page 3 of 4

Execution by Ku-ring-gai Council:

Signature 

Signed by me CORRIE SWANEPOEL C. Swanepoel as a
delegate of Ku-ring-gai Council pursuant to Section 377 of the Local Government
Act 1993 and I hereby certify that I have no notice of revocation of such
delegation. C. Swanepoel

Authority of Manager Development
Officer Development Assessment

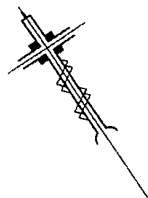
Witness
Signature Assessment

Name of Witness DEBBIE SLAVNIC
818 PACIFIC HWY
GORDON NSW 2072

Address of
Witness

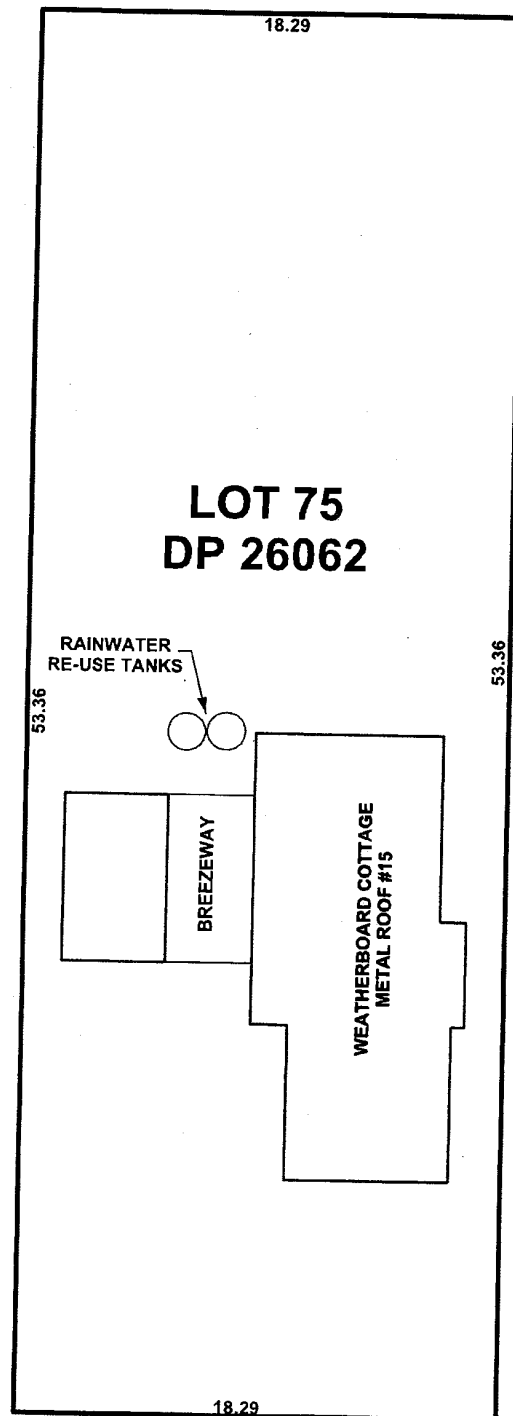

Nicola Louise Tomlinson


Martin Andrew Ralphs



"ANNEXURE B"

Annexure



ARUNDEL STREET

and

LODIE SWANEPOEL
C. Swanepoel
Manager
Development
Assessment

M. Tomkeno



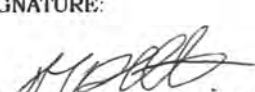
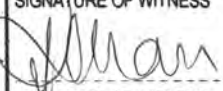
80 Grenfell St Adelaide SA 5000
GPO Box 1048 Adelaide SA 5001
Telephone 1300 652 220

Dated 25th August 2022

NSW Land Registry Services
Level 30/175 Liverpool Street
Sydney NSW 2000

MORTGAGEE'S CONSENT

BENDIGO AND ADELAIDE BANK LIMITED ABN 11 068 049 178 as Mortgagee under Mortgage No AS189371 hereby consents to the Registration of Positive Covenant and Restriction on the use of Land over CT 75/26062 - 15 ARUNDEL STREET WEST PYMBLE NSW 2073 in the name of MARTIN ANDREW RALPHS & NICOLA LOUISE TOMLINSON

BENDIGO AND ADELAIDE BANK LIMITED ABN 11 068 049 178 BY ITS APPOINTED ATTORNEY HOPE TOMEEKA DREWET CONSENTS OFFICER OF 80 GRENFELL STREET ADELAIDE SA 5000 Under POWER OF ATTORNEY No. _____ BOOK 4707 No 729 SIGNATURE: 	IN THE PRESENCE OF: SIGNATURE OF WITNESS  FULL NAME OF WITNESS Yen Lee Phan ADDRESS OF WITNESS 80 Grenfell Street ADELAIDE SA 5000 PHONE No. 13 22 20
---	---

Yen Lee Phan
A Commissioner for taking Affidavits
in the Supreme Court of South Australia

Regards
Adelaide Bank Consents Team

PLANNING CERTIFICATE

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

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



PROPERTY DETAILS

Address: 15 Arundel Street WEST PYMBLE NSW 2073

Lot Description: Lot 75 DP 26062

CERTIFICATE DETAILS

Certificate No: ePC0100/24

Certificate Date: 15/01/2024

Certificate Type: Section 10.7(2)

APPLICANT DETAILS

REF: 59919

**Infotrack
Gpo Box 4029
SYDNEY NSW 2000**

BACKGROUND INFORMATION

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

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

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

1. Names of relevant planning instruments and development control plans

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

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

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

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

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

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Transport and Infrastructure) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Precincts - Eastern Harbour City) 2021

State Environmental Planning Policy (Housing) 2021.

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

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

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

Ku-ring-gai Development Control Plan

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

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

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

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

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

(i) Low Density Residential

(ii) R2

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

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

Home occupations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

No.

(f) Is the land in a conservation area?

No.

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

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

No.

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

3. Contribution plans

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

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

(2) Is the land in a special contributions area under the Act, Division 7.1?

No

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

4. Complying development

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

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

Container Recycling Facilities Code

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

Commercial and Industrial Alterations Code

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

Commercial and Industrial (New Buildings and Additions) Code

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

Demolition Code

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

Fire Safety Code

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

General Development Code

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

Housing Code

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

Housing Alterations Code

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

Low Rise Housing Diversity Code

Complying development under the Low Rise 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.

5. Exempt development

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

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

6. Affected building notices and building product rectification orders

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

No.

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

No.

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

No.

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

7. Land reserved for acquisition

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

No.

8. Road widening and road realignment

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

No.

9. Flood related development controls information

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

No.(Unknown)

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

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

No.(Unknown)

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

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

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

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

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

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

No.

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

11. Bush fire prone land

Is the land bush fire prone land?

The land is bush fire prone land.

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

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

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

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

12. Loose-fill asbestos insulation

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

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

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

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

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

13. Mine subsidence

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

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

14. Paper subdivision information

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

Not applicable.

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

15. Property vegetation plans

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

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

16. Biodiversity stewardship sites

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

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

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

17. Biodiversity certified land

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

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

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

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

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

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

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

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

20. Western Sydney Aerotropolis

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

21. Development consent conditions for seniors housing

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

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

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

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

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

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

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.

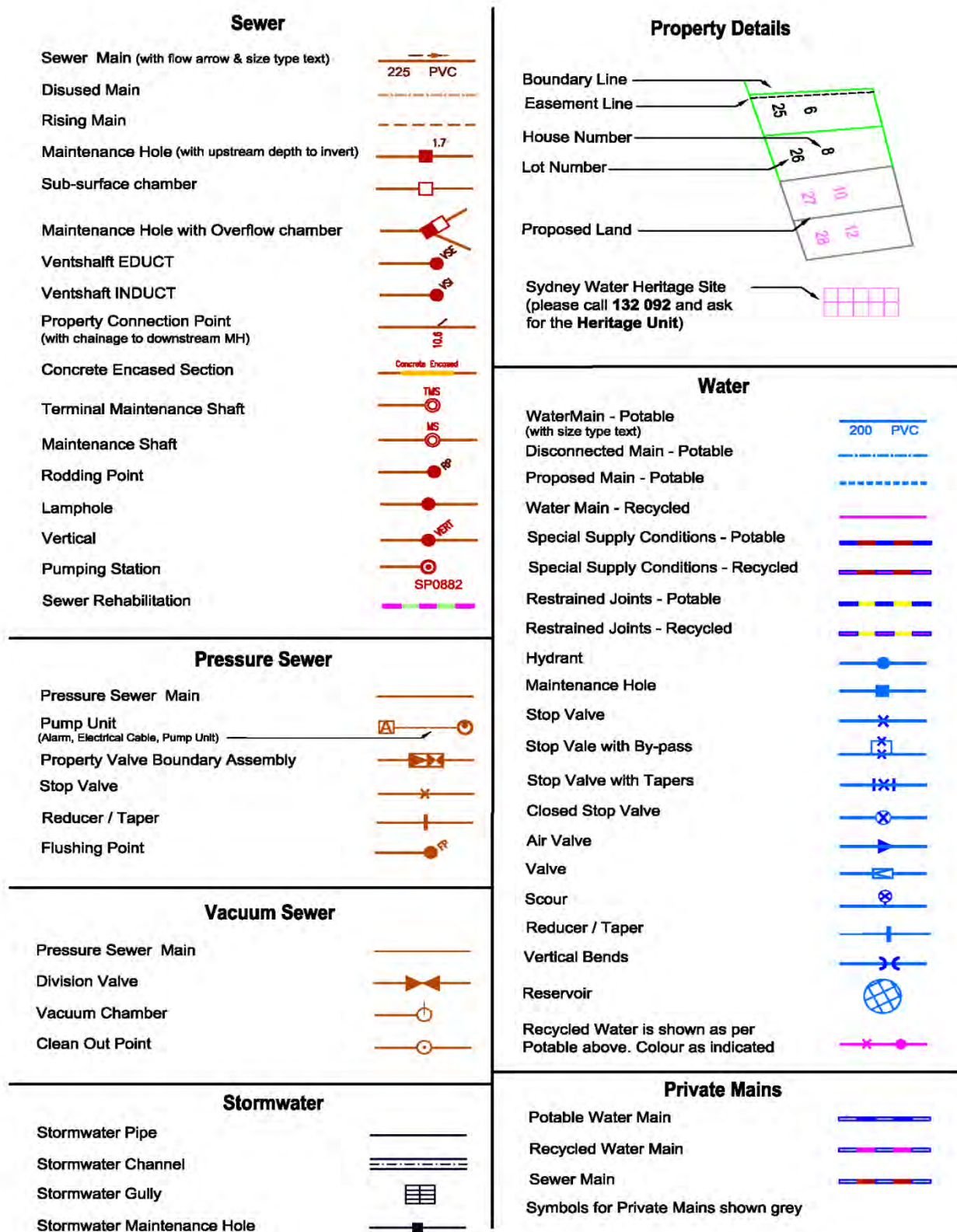
SPECIAL NOTE: If you have any concerns about land contamination beyond the information described in this certificate, you should contact the NSW Environmental Protection Authority. Tel: 131 555 or email info@environment.nsw.gov.au.



David Marshall
Acting General Manager

Asset Information

Legend



Disclaimer

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

Pipe Types

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

Further Information

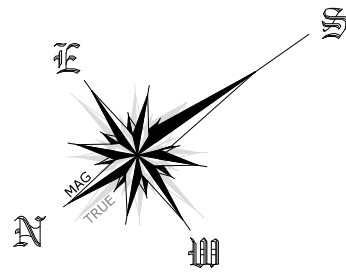
Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

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

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

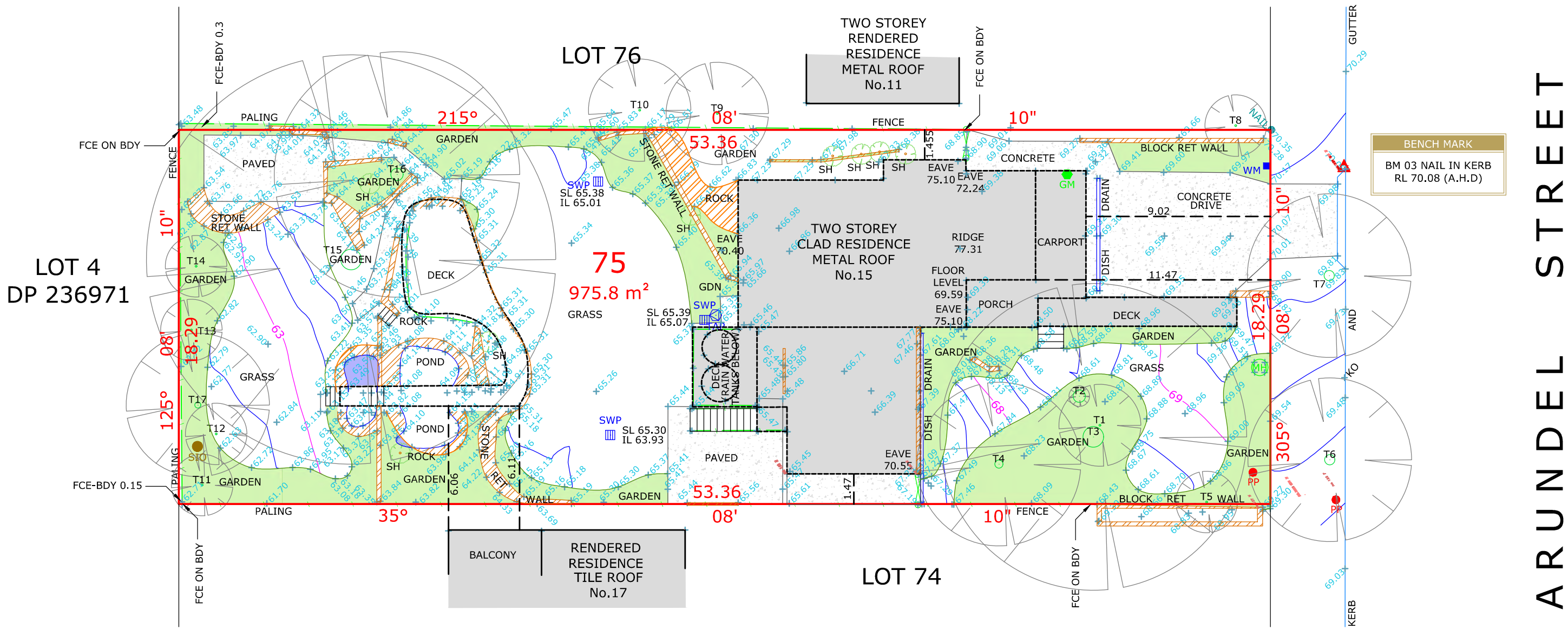
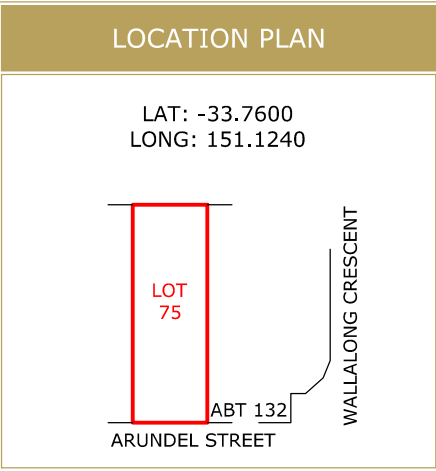
Disclaimer

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



NORTH NOTE

BEARINGS SHOWN HAVE BEEN DETERMINED FROM NSW LAND REGISTRY SERVICES PLANS AND ARE RELATED TO MAGNETIC NORTH. TRUE NORTH IS APPROXIMATE ONLY AND FURTHER INVESTIGATION WOULD BE REQUIRED TO DETERMINE ACCURATE TRUE NORTH.



SCHEDULE OF TREES			
	DIAMETER	HEIGHT	TYPE
T1	0.10	4m	-
T2	0.60	12m	GUM
T3	1.00	15m	GUM
T4	0.40	8m	GUM
T5	0.10	3m	-
T6	0.50	5m	-
T7	0.50	5m	-
T8	0.10	3m	-
T9	0.10	5m	-
T10	0.10	5m	-
T11	0.10	4m	-
T12	0.10	3m	-
T13	0.10	3m	-
T14	0.10	3m	-
T15	1.00	20m	GUM
T16	0.60	12m	GUM
T17	0.30	10m	GUM

LEGEND	
	BENCH MARK
	PHOTO POINT
	GULLY PIT
	VEHICULAR/PRAM CROSSING
	TOP OF BANK
	BOTTOM OF BANK

ABBREVIATIONS	
EB	ELECTRICAL BOX
EM	ELECTRICAL METER
GM	GAS METER
H	HYDRANT
KO	KERB OUTLET
LH	LAMP HOLE
LP	LIGHT POLE
MH	MAN HOLE
MS	MAINTENANCE SHAFT
PP	POWER POLE
R	HYDRANT RECYCLED
SH	SHRUB
SIO	SEWER INSPECTION OPENING
SMH	SEWER MAN HOLE
SR	STOP VALVE RECYCLED
SV	STOP VALVE
SVP	SEWER VENT PIPE
SWP	STORM WATER PIT
T	TREE
TP	TELECOMMUNICATIONS PIT
VER	VERANDAH
WT	WATER TAG
WM	WATER METER
WMR	WATER METER RECYCLED
WC, GC, EC, TC	SERVICE CONDUIT
W/C	WATER CLOSET

SOURCE OF LEVELS	
W/O 43018	
SYDNEY WATER	



M.J. CORK
M.J. CORK
REGISTERED LAND SURVEYOR

DRAWING NOTES	PLAN BY	CLIENT	REVISION	DESCRIPTION	DATE	PROJECT LOCATION	PLAN TYPE	LEVEL DATUM
1. CONTOURS SHOWN HAVE BEEN INTERPOLATED FROM SPOT LEVELS TAKEN ON-SITE AND ARE A REPRESENTATION OF THE TOPOGRAPHY ONLY.		MAROLA TECHNOLOGY	A	UPDATED SURVEY OF STAIRS TO DECK	27.09.2022	LOT 75 DP 26062 15 ARUNDEL STREET WEST PYMBLE, NSW	IDENTIFICATION & CONTOUR PLAN	AUSTRALIAN HEIGHT DATUM
2. BOUNDARIES HAVE BEEN SURVEYED.								DRAWN
3. SERVICES SHOWN HAVE BEEN LOCATED WHERE POSSIBLE BY FIELD SURVEY. PRIOR TO ANY SITE WORKS, THE RELEVANT AUTHORITY SHOULD BE CONTACTED TO DETERMINE EXACT POSITION OF ANY UNDERGROUND PIPES, CABLES ETC.								D.FISK
4. DIMENSIONS OF ANY TREES SHOWN ON THE PLAN ARE APPROXIMATE.								M.CORK
		CLIENT REFERENCE: 5332					JOB REFERENCE	SURVEY DATE
							0394/325741-REV A	DGN/DWG No.
								04.02.2022
								325741
								SHEET SIZE
								A2
								SCALE
								1:200



818 Pacific Highway, Gordon NSW 2072
Locked Bag 1006 Gordon NSW 2072
T 02 9424 0000 F 02 9424 0001
DX 8703 Gordon TTY 133 677
E krg@krg.nsw.gov.au
W www.krg.nsw.gov.au
ABN 86 408 856 411



BUILDING INFORMATION CERTIFICATE

Issued under the Environmental Planning
& Assessment Act 1979
Division 6.7, Section 6.24
Certificate No: eBCU0024/22

Applicant's Name and Address:

Mr MA Ralphs
15 Arundel Street
WEST PYMBLE NSW 2073

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

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

IDENTIFICATION OF BUILDING

Location

Property Details: 15 Arundel Street WEST PYMBLE
NSW 2073
Legal Description: Lot 75 DP 26062

Particulars

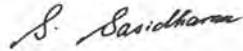
Classification of building: **Two storey dwelling, carport and deck: 1(a), 10(a) & 10(b)**
Owner: Ms Nicola Louise Tomlinson & Mr Martin Andrew Ralphs
Date of Inspection of Building or Part: 15/11/2022

SCHEDULE

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

- Development Approval DA0518/12 for two storey dwelling and carport dated 31/05/2013.
- Survey Certificate prepared by M J Cork, Donovan Associates, 15 Parkes Street PARRAMATTA NSW 2150. Reference N° 0394/325741. Dated 27/09/2022.

- Compliance certificate by Bushfire Hazard Solutions Pty Ltd reference 221431 dated 21/1/2022.
- Certificate for landscaping from Landscaping Company dated 8/09/2022.



Sashi Sasidharan
Senior Building Surveyor
BUILDING UNIT

Dated this 21 November 2022.

Section 6.25 Issue, nature and effect of building information certificate

(3) This building information certificate operates to prevent the council:

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

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

(4) This building information certificate operates to prevent the council, for a period of 7 years from the date of issue of this certificate:

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

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

(5) However, this building information certificate does not operate to prevent the council from making a development control order that is a fire safety order or a building product rectification order (within the meaning of the *Building Products (Safety) Act 2017*).

(6) An order or proceeding that is made or taken in contravention of this section is of no effect.