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# Contract for the sale and purchase of land 2022 edition

| TERM | MEANING OF TERM | eCOS ID: 118757399 | NSW DAN: |
|---|---|---|---|
| vendor's agent | LORIMER ESTATE AGENTS | | Phone: 0400 844 411 |
| | Suite 12, 14-16 Suakin Street, Pymble NSW 2073 | | Fax: |
| co-agent | Email: matthew@lorimerestateagents.com.au | | Ref: M. Lorimer |
| vendor | JOHN WILLIAM EHRET & SHARON MICHELLE EHRET | | |
| vendor's solicitor | BM Salmon Layton & Co | | Phone: (02) 9232 1455 |
| | Level 2 67 Castlereagh Street Sydney NSW 2000 | | Fax: (02) 9233 5616 |
| date for completion | 42 days after the contract date | (clause 15) | Email: info@salmonlayton.com.au |
| land (Address, plan details and title reference) | 75 THE COMENARRA PARKWAY TURRAMURRA NSW 2074<br>LOT 257 IN DEPOSITED PLAN 228604<br>Folio 257/228604 | | |
| | ☑ VACANT POSSESSION ☐ Subject to existing tenancies | | |
| improvements | ☑ HOUSE ☐ garage ☑ carport ☐ home unit ☐ carspace ☐ storage space | | |
| | ☐ none ☐ other: | | |
| attached copies | ☐ documents in the List of Documents as marked or as numbered: | | |
| | ☑ other documents: See Clause 34 | | |

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

| | | | | |
|---|---|---|---|---|
| inclusions | ☑ air conditioning | ☑ clothes line | ☑ fixed floor coverings | ☑ range hood |
| | ☐ blinds | ☐ curtains | ☐ insect screens | ☐ solar panels |
| | ☑ built-in wardrobes | ☑ dishwasher | ☑ light fittings | ☑ stove |
| | ☐ ceiling fans | ☐ EV charger | ☑ pool equipment | ☑ TV antenna |
| | ☑ other: insect screens not fitted and stored underneath house | | | |

exclusions

purchaser

purchaser's solicitor — Phone:

Fax:

Price $ — Ref:

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

balance $

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

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

☐ tenants in common ☐ in unequal shares, specify: _____

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

buyer's agent

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

**SIGNING PAGE**

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

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

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

***GSTRW payment* (GST residential withholding payment) – 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 phone number:

Supplier's proportion of *GSTRW payment*: $

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

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

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

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

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

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

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**List of Documents**

**General**

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

**Home Building Act 1989**

- ☐ 25 insurance certificate
- ☐ 26 brochure or warning
- ☐ 27 evidence of alternative indemnity cover

**Swimming Pools Act 1992**

- ☐ 28 certificate of compliance
- ☐ 29 evidence of registration
- ☐ 30 relevant occupation certificate
- ☐ 31 certificate of non-compliance
- ☐ 32 detailed reasons of non-compliance

**Strata or community title (clause 23 of the contract)**

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

**Other**

- ☐ 60

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

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# SECTION 66W CERTIFICATE

I,
of , , certify as follows:

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

2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at 75 THE COMENARRA PARKWAY TURRAMURRA NSW 2074 from JOHN WILLIAM EHRET & SHARON MICHELLE EHRET to in order that there is no cooling off period in relation to that contract;

3. I do not act for JOHN WILLIAM EHRET & SHARON MICHELLE EHRET and am not employed in the legal practice of a solicitor acting for JOHN WILLIAM EHRET & SHARON MICHELLE EHRET nor am I a member or employee of a firm of which a solicitor acting for JOHN WILLIAM EHRET & SHARON MICHELLE EHRET is a member or employee; and

4. I have explained to :

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

Date:

**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.**

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## 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.**

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**WARNINGS**

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

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

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

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

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

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

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

**6. 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.**

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

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

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

| | |
|---|---|
| *adjustment date* | the earlier of the giving of possession to the purchaser or completion; |
| *adjustment figures* | details of the adjustments to be made to the price under clause 14; |
| *authorised Subscriber* | a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8; |
| *bank* | the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union; |
| *business day* | any day except a bank or public holiday throughout NSW or a Saturday or Sunday; |
| *cheque* | a cheque that is not postdated or stale; |
| *clearance certificate* | a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion; |
| *completion time* | the time of day at which completion is to occur; |
| *conveyancing rules* | the rules made under s12E of the Real Property Act 1900; |
| *deposit-bond* | a deposit bond or guarantee with each of the following approved by the vendor –<br>● the issuer;<br>● the expiry date (if any); and<br>● the amount; |
| *depositholder* | vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent); |
| *discharging mortgagee* | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser; |
| *document of title* | document relevant to the title or the passing of title; |
| *ECNL* | the Electronic Conveyancing National Law (NSW); |
| *electronic document* | a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*; |
| *electronic transaction* | a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*; |
| *electronic transfer* | a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties*' *Conveyancing Transaction*; |
| *FRCGW percentage* | the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017); |
| *FRCGW remittance* | a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*; |
| *GST Act* | A New Tax System (Goods and Services Tax) Act 1999; |
| *GST rate* | the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000); |
| *GSTRW payment* | a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*); |
| *GSTRW rate* | the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not); |
| *incoming mortgagee* | any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;* |
| *legislation* | an Act or a by-law, ordinance, regulation or rule made under an Act; |
| *manual transaction* | a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*; |
| *normally* | subject to any other provision of this contract; |
| *participation rules* | the participation rules as determined by the *ECNL;* |
| *party* | each of the vendor and the purchaser; |
| *property* | the land, the improvements, all fixtures and the inclusions, but not the exclusions; |
| *planning agreement* | a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;* |
| *populate* | to complete data fields in the *Electronic Workspace*; |

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| | |
|---|---|
| *requisition* | an objection, question or requisition (but the term does not include a claim); |
| *rescind* | rescind this contract from the beginning; |
| *serve* | serve in writing on the other *party*; |
| *settlement cheque* | an unendorsed *cheque* made payable to the person to be paid and –<br>● issued by a *bank* and drawn on itself; or<br>● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*; |
| *solicitor* | in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*; |
| *TA Act* | Taxation Administration Act 1953; |
| *terminate* | terminate this contract for breach; |
| *title data* | the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*; |
| *variation* | a variation made under s14-235 of Schedule 1 to the *TA Act*; |
| *within* | in relation to a period, at any time before or during the period; and |
| *work order* | a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018). |

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.

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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*.

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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*.

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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.

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**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.

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**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).

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**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.

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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.

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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.

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24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
  - any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
  - 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.

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**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.

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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.

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**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.

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# CONTRACT FOR SALE OF LAND (2022 Edition)

**V E N D O R:** **JOHN WILLIAM EHRET & SHARON MICHELLE EHRET**

**P U R C H A S E R:**

**P R O P E R T Y:** **75 THE COMENARRA PARKWAY TURRAMURRA**

**D A T E O F C O N T R A C T: / /2023**

**AMENDMENTS TO PRINTED FORM OF CONTRACT:**

33. The terms of the printed Contract to which these clauses are annexed are amended as follows:

(a) Clause 1 ~~Delete the words "*vendor's agent (or if no vendor's agent is named in this contract, the vendor*'s *solicitor)*" from the definition of *depositholder* and insert: "*the Vendor's Solicitors"* in lieu thereof~~.
Delete the words "*a building society or a credit union*;" from the definition of *"bank*".
Amend the Definition of *adjustment date* by inserting the following additional words at the end of the Definition: "*or if, through no fault of the Vendor, the Purchaser does not complete the Contract by the Completion Date, the adjustment date shall be the Completion Date nominated on the front page of the Contract irrespective of the date that the Contract is actually completed.* "

(b) Clause 2.4 Delete the words *"giving cash (up to $2,000.00) to the depositholder*".

(c) Clause 2.9 Insert in line 3 after the word "*call*" the words *"or on a term deposit or deposits maturing on or before the completion date as selected by the vendor*".
Insert at the end of this clause *"if this Contract is completed, and otherwise to the party entitled to the deposit*."

(d) Clause 7 Delete clause 7.1.1.

(e) Clause 8 Delete the words "*on reasonable grounds*" in clause 8.1.1 and delete the words "*and those grounds*" in clause 8.1.2.

(f) Clause 10 The first line of Clause 10.1 shall be replaced with the following words:-

10.1 "*The purchaser cannot make a claim, requisition, objection, delay completion, rescind or terminate in respect of"*

10.1.8 and 10.1.9 are amended by inserting after the word "*substance*" the words "*or existence*".
Clause 10.2 is amended by adding the words "*make a claim, requisition, objection, delay completion*," before the word "*rescind*".
Insert the following additional clause:

"10.4 *For the purpose of this clause 10, the Vendor discloses all of the material appearing in the copy documents attached to this Contract whether specified in the table on page 2 or not and all*

*material so appearing is deemed to have been disclosed in substance in this Contract."*

(g) Clause 14.4 Delete the words "*and this contract says that land tax is adjustable*" from Clause 14.4.1.
Delete the words from 14.4.2 "*the person who owned the land owned no other land;*" and "*the land was not subject to a special trust or owned by a non-concessional company;*" and by inserting the words in lieu thereof "*without deducting the threshold from that taxable value so that the whole of the Land Tax paid by the Vendor shall be adjusted*".

(h) Clause 18.7 Amend by inserting at the beginning "*Subject to Clause 19.2.2,*".

(i) Clause 20.4 Insert the words "*or Guarantor*", after the word "*party*".

(j) Clause 31.2 Delete "*5 business days*" in line 2 and insert "*2 days*" in lieu thereof.

**ATTACHMENTS TO THE CONTRACT:**

34. The Purchaser acknowledges that copies of the following documents are attached to the Contract:-

(a) Pages 5 to 21 of Standard Printed Contract for Sale of Land - 2022 Edition.
(b) Special Conditions.
(c) Search of Folio 257/228604.
(d) Deposited Plan DP228604.
(e) Dealings noted on the Title of the Property including:
  (i) Section 88B Instrument for DP228604.
  (ii) L273396 Covenant.
(f) Section 10.7(2) Planning Certificate from Ku-ring-gai Council.
(g) Sewer Diagram from Sydney Water.
(h) Sewer Reference Sheet from Sydney Water.
(i) Land Tax Certificate.
(j) NSW Swimming Pool Certificate of Compliance Expiry Date 26/09/2026.

**INCONSISTENCY:**

35. If there is any inconsistency between the printed clauses of this Contract and these Special Conditions, then these Special Conditions shall prevail to the extent of that inconsistency.

**INTERPRETATION:**

36. Heading are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise:-

(a) The **singular** includes the plural and conversely.
(b) A **gender** includes all genders.
(c) Where a **word or phrase** is defined its other grammatical forms have a corresponding meaning.
(d) **Clause, Special Condition, Paragraph or Sub-clause** means a clause, special condition, paragraph or sub-clause, respectively, of this Contract.
(e) Unless stated otherwise, one provision does not limit the effect of another.
(f) A reference to **Solicitor** includes a party's representative if named in the Contract.
(g) A reference to this **Contract** includes any amendment, novation, supplement, variation or replacement to it from time to time, except to the extent prohibited by this Contract.

(h) Headings and marginal notes have been inserted into these Special Conditions for guidance only do not form part of this Contract and do not affect the interpretation of this document.

(i) Each clause and sub-clause of this Contract shall be severable from each other clause and sub-clause and the invalidity or unenforceability of any clause or sub-clause for any reason shall not prejudice or in any way affect the validity or enforceability of any other clause or sub-clause.

**SERVICE ON NON-BUSINESS DAYS:**

37. Where a document is served on a day which is not a business day, it will be taken to have been served on the commencement of the next business day.

**SERVICE BY FACSIMILE:**

38. Despite anything in Clause 20.6, a document may be served by facsimile in which event it is served by or on a party;

(a) when recorded on the sender's transmission result report unless:-

(i) within twenty-four (24) hours of that time the recipient informs the sender that the transmission was received in an incomplete or illegible form; or

(ii) the transmission result report indicates a faulty or incomplete transmission;

(b) where a Solicitor for the party is named in the Contract, if it is sent using the Solicitor's fax number stated in the Contract or any other fax number which that Solicitor may have notified to the sender;

(c) where there is no Solicitor named in the Contract in respect of a party, if it is sent using the fax number stated in the Contract (if any) or any other fax number which that party may have notified to the sender; and

(d) on the business day on which it is received unless it is received after 5:00pm in which case it will be taken to have been served on the commencement of the next business day.

**DOCUMENTS ATTACHED TO CONTRACT (PARAGRAPH (b) REPLACES CLAUSE 20.1):**

39. (a) For the purposes of Clause 10, the substance of all material contained in any document (or copy of any document) attached to this Contract is disclosed in this Contract whether specified in the Schedule on page 2 of the Contract.

(b) If before the Contract is signed by or on behalf of the Purchaser a document or copy of a document, at the request of the Vendor or the Vendor's Solicitor, was attached to this Contract by or on behalf of the Purchaser or the Purchaser's Solicitor, the person attaching that document or copy did so as the agent of the Vendor.

**SEVERANCE:**

40. Any provision of this Contract which is prohibited or unenforceable is ineffective to the extent of the prohibition or unenforceability but the validity or enforceability of the remaining provisions of this Contract will be not be affected.

**RESCISSION:**

41. If a party to this Contract:-

(a) is a Corporation and before Completion;

(i) it enters into a Scheme;
(ii) it makes any Arrangement for the benefit of creditors;
(iii) an Order is made to Wind-up the party;
(iv) a Liquidator, Administrator or Official Manager is appointed in respect of the party;
(v) a Mortgagee enters into possession of all or a substantial part of the assets of the party;
(vi) it is deemed by any relevant legislation to be unable to pay its debts; or
(vii) a Receiver, Receiver and Manager or Agent of a Mortgagee is appointed to all or a substantial part of the assets of the party; or

(b) is an individual who before Completion:-

(i) dies;
(ii) becomes mentally ill; or
(iii) is declared bankrupt,

then the other party may rescind this Contract.

**WARRANTY BY PURCHASER THAT FIRB CONSENT NOT REQUIRED**:

42. The Purchaser warrants that the Purchaser is ordinarily resident in Australia within the meaning of the Foreign Takeovers Act 1975 (hereinafter called "the Act") and that the provisions of the Act requiring the obtaining of Consent from the Foreign Investment Review Board (hereinafter called "the FIRB") to this transaction do not apply to the Purchaser or to this Contract or that if such conditions do apply that the consent has been obtained from the FIRB. In the event of there being a breach of this warranty whether deliberately or unintentionally, the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence thereof and the Purchaser specifically acknowledges and agrees that these indemnities will be continuing indemnities and will not merge in the Transfer on completion.

**SWIMMING POOLS ACT 1992:**

43. The Purchaser cannot make a claim, objection or requisition or rescind or terminate in respect of any failure to comply with the provisions of the Swimming Pools Act 1992 or any regulations thereunder.

**WATER AND SEWERAGE USAGE CHARGES:**

44. The Vendor must on completion allow amounts for water and sewerage usage charges for which the relevant Authority has not issued accounts. The amounts must be calculated by multiplying:-

(a) The number of unbilled days up to and including the adjustment date by,
(b) The average charge per day for usage for the last period for which an account issued.

**PURCHASER TO TAKE TITLE SUBJECT TO EXISTING WATER SEWERAGE DRAINAGE GAS ELECTRICITY AND OTHER INSTALLATIONS AND SERVICES:**

45. Notwithstanding anything contained herein the Purchaser shall take title subject to the existing water, sewerage, drainage, gas, electricity and other installations and services and shall not take any objection thereto or make any requisitions or claim for any compensation in respect thereof on the ground that any connection passes through any other property or that any connection to any other property passes through the property hereby sold (hereinafter called "the Property").

Furthermore, should any:-

* Water or sewerage main, or
* any underground or surface stormwater pipe, or
* any electricity gas or other service cables or pipes

pass through over or under the Property or should:-

* any sewer manhole or vent, or
* any electricity substation or other installation

be on the Property,

then the Purchaser shall not take any objection thereto or make any requisition or claim any compensation in respect thereof.

**PURCHASER NOT TO RELY UPON ANY REPRESENTATIONS OR WARRANTIES:**

46. The Purchaser acknowledges that in entering into this Contract he has relied upon his own judgement after making such independent enquiries, inspections and investigations of the property as he has seen fit to make and that he does not rely upon any representations or warranties made in relation to the property by or on behalf of the Vendor except as expressly contained herein.

**PURCHASER TO ACCEPT THE PROPERTY IN ITS PRESENT CONDITION AND STATE OF REPAIR:**

47. The property together with the appurtenance thereto is sold in its present state of repair and the Purchaser acknowledges that he buys the property relying on his own inspection, knowledge and enquiries and that he does not rely on any warranties or representations made to him by or on behalf of the Vendor. The Purchaser shall not call upon the Vendor to carry out any works or repairs whatsoever in relation to the Property.

**VENDOR NOT REQUIRED TO CARRY OUT ANY WORKS OR REPAIRS:**

48. The Purchaser acknowledges that he purchases the Property and shall accept the Property as specified in page 1 or otherwise in this Contract in its present condition and subject to its existing state of repair and all faults whether latent or patent and any defects in construction or repair and any infestation or dilapidation. The Purchaser shall make no objection, requisition or claim regarding the condition of the Property.

**RESCISSION:**

49. If after the date of this Contract:-

(a) The Purchaser makes a claim (whether for compensation or not), objection or requisition in relation to any Breach; and

(b) the Vendor is unwilling to comply with that claim, objection or requisition,

the Vendor may serve notice of its intention to rescind (whether or not the Vendor has attempted to satisfy that objection, requisition or claim and despite any negotiation or litigation in respect of it, and whether the Purchaser has or has not taken possession). If the Purchaser fails to withdraw or waive that objection, requisition or claim within seven (7) days of that notice, the Vendor will be entitled immediately to rescind this Contract.

**VENDOR NOT REQUIRED TO DISCHARGE ANY MORTGAGE PRIOR TO COMPLETION:**

50. The Purchaser shall not be entitled to require the Vendor to discharge prior to completion, any mortgage registered on the title of the subject property, but will on completion accept a duly executed form of discharge of Mortgage in registrable form together with the appropriate registration fees.

**NO OBJECTION REQUISITION OR CLAIM FOR COMPENSATION BY THE PURCHASER IN RESPECT OF SPECIFIED MATTERS:**

51. No objection or requisition or claim for compensation shall be made by the Purchaser if it should be found that:-

(a) There is any breach of the Local Government Act or Ordinance in respect of any building erected on the property or by the walls, eaves or gutters or any building erected on the property.
(b) That there is any encroachment by or upon the property.
(c) Any roof or surface water drainage is connected to the sewers.
(d) That any boundary of the land or parcel be not fenced or that any boundary fence or wall shall not be upon or within such boundary.
(e) That there is any breach of the term of any covenants noted on the title of the property.
(f) That there is any latent or patent defect in the property.
(g) That there is any environmental hazard or contamination.
(h) That there is any sewer, manhole or vent on the property.
(i) That there is anything disclosed in any Survey Report attached to this Contract.

**VENDOR'S RIGHT TO RESCIND (VARIATION TO CLAUSES 7 AND 8 OF THE CONTRACT):**

52. Notwithstanding the provisions of Clauses 7 and 8 hereof, any objection requisition or claim for compensation made by the Purchaser shall, at the option of the Vendor, be deemed an objection or requisition within the meaning of Clause 8 hereof.

**NOTICES TO COMPLETE:**

53. (a) It is mutually agreed and declared that in the event of either party issuing a Notice to Complete then a period of fourteen (14) days will, in all circumstances, be deemed to be a reasonable period of time in relation to such notice.

(b) 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 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 thereafter, there is a charge on the property for any rate, tax or outgoing.

(c) A party issuing a Notice to Complete shall be at liberty to withdraw the Notice to Complete.

(d) A party shall be entitled to issue more than one (1) Notice to Complete.

**PAYMENT BY PURCHASER IF COMPLETION DELAYED:**

54. (a) If, through no fault of the Vendor, the Purchaser does not complete this Contract by the Completion Date (or if the Vendor is unable or unwilling to complete the Contract by the Completion Date, then if the Purchaser does not complete this Contract within 3 days of the Vendor serving written notice upon the Purchaser advising that the Vendor is ready to complete the Contract) and without prejudice to all other remedies of the Vendor, the Purchaser shall pay to the Vendor by way of an adjustment on Completion:

(i) an amount being interest calculated on the balance of the Purchase Price payable hereunder at the rate of 8% per annum in respect of the period commencing on the day following the Completion Date or the day following the expiry of the 3 day period referred to in the aforesaid Notice (whichever is the later) and ending on the day of Completion; and

(ii) the sum of $330.00 (inclusive of GST) to cover legal costs and other expenses incurred as a consequence of the delay, as a genuine pre-estimate of those additional expenses, to be allowed by the Purchaser as an additional adjustment on Completion.

(b) The Purchaser shall not be entitled to require the Vendor to complete this Contract unless these amount are paid to the Vendor on Completion and it is an essential term of this Contract that such amounts be so paid.

**PETROLEUM EXPLORATION LICENCES:**

55. The Purchaser shall not be entitled to raise any requisition objection or claim for compensation by reason the fact that the property is within an area over which the Electricity Commission of New South Wales holds a Petroleum Exploration Licence pursuant to the Petroleum Act 1955.

**DEPOSIT:**

56.1. DEPOSIT TO BE INVESTED:

(a) Notwithstanding the provisions hereof, the Deposit shall, pending completion, be invested in the name of the Depositholder for the parties on deposit with a Bank nominated by the Vendor in an interest bearing Account payable at call with interest to be reinvested.

(b) The interest received on such investment shall be paid as follows:-

(i) In the event that the Purchaser pays a full 10% Deposit and the Contract is completed and all parties have provided the Depositholder with their Tax File Numbers - the interest shall be divided equally between the parties on Completion.

(ii) In the event that the Purchaser pays less than a 10% Deposit and the Contract is completed and all parties have provided the Depositholder with their Tax File Numbers - the whole of the interest shall be paid to the Vendor on Completion.

(iii) In the event that the Contract is completed and where either the Vendor or Purchaser (or any one of them) has failed to provide their Tax File Numbers to the Depositholder within a reasonable time prior to Completion - the whole of the net interest (less any withholding tax) shall be paid to the other party who has provided the Depositholder with his Tax File Number.

(iv) In the event that the Contract is cancelled or rescinded - the whole of the interest shall be paid to the party who is entitled to receive the Deposit.

(c) The Depositholder may at any time and from time to time withdraw the Deposit and the interest earned thereon and invest the sum withdrawn with another Bank nominated by the Vendor.

(d) Bank charges and government charges, fees and taxes are to be deducted from the interest before payment is made.

(e) The party entitled to the Deposit on completion, termination or rescission of this Contract (whichever occurs) bears the risk of loss of the Deposit and of the interest.

56.2 PART PAYMENT OF DEPOSIT:

(a) Notwithstanding anything contained herein, the parties agree that the Deposit is ten percent (10%) of the Purchase Price (hereinafter called "the Deposit") and shall be paid by the Purchaser to the Deposit holder as follows:-

(i) as to the sum of **$** upon exchange of Contracts; and

(ii) as to the balance of **$** (hereinafter "the Balance") on completion by *settlement cheque* [subject to the provisions of sub clause (c) hereof].

(b) It is an essential provision of this Contract that the Deposit be paid in the manner specified in sub-paragraph (a) hereof.

(c) Notwithstanding the provisions of sub-clause (a)(ii) hereof, if the Purchaser does not comply with this Contract (or a Notice under or relating to it) in an essential respect, the Purchaser shall within 2 days of receipt of a written demand by the Vendor pay the Balance to the Stakeholder by settlement cheque.

(d) If the Deposit is not paid in accordance with the provisions of sub-paragraphs (a) & (c) hereof or a cheque for the Deposit (or any part of it) is not honoured on presentation, the Vendor can terminate.

(e) Notwithstanding anything contained herein, if the Purchaser does not pay the full ten percent (10%) Deposit as at the date hereof, then all interest earned on the Deposit whilst invested in accordance with the provisions of this Contract shall be payable to the Vendor in any circumstance where the Vendor becomes entitled to the Deposit, whether upon Completion or otherwise.

(f) In the event that it is agreed that the deposit paid at the date of this Contract is less than 10% of the purchase price, the Purchaser shall pay to the Vendor upon completion or upon demand from the Vendor or the Vendor's Solicitors, which demand may only be given in the event that the Purchaser has defaulted in the observance or performance of any obligation imposed on the Purchaser under or by virtue of this Contract within the meaning of Clause 9 hereof, an amount as a further deposit which, when added to the amount paid at the date of this Contract will add up to an amount equal to 10% of the purchase price.

**CERTAIN PROVISIONS TO APPLY AFTER COMPLETION:**

57. For the avoidance of doubt, any provisions of this Contract intended to have application after completion shall continue to apply despite completion, even if those provisions do not expressly state that they will not merge on completion.

**WARRANTY AND INDEMNITY FOR SALES COMMISSION (WHERE VENDOR HAS RETAINED AN AGENT):**

58. The Purchaser warrants that he was not introduced to the Vendor or to the subject Property by any Real Estate Agent other than the Real Estate Agent noted on the front page of this Contract. The Purchaser hereby indemnifies the Vendor in respect of any claims arising out of a breach of the Purchaser's warranty. It is hereby agreed and declared that the provisions of this Special Condition shall not merge in the Transfer on completion.

**PURCHASER'S WARRANTY AS TO FINANCE:**

59. The Purchaser warrants to the Vendor that he either:-

(a) holds a current Loan Approval in an amount and upon term satisfactory to him and sufficient to enable completion of the Contract within the time stipulated and upon the terms and conditions set out herein ("*the Warranty*"); or

(b) does not require finance to complete the Contract ("*the Warranty*").

The Purchaser further acknowledges that the Vendor relies upon the Warranty in entering into this Contract.

**EXTENSION OF THE COOLING-OFF PERIOD:**

60.1 This clause only applies if there is a Cooling-Off Period pursuant to Division 8 of the *Conveyancing Act 1919* (NSW) *["the Conveyancing Act"*]

60.2 In the event that the Vendor agrees to extend the Cooling-Off Period, for more abundant caution, by the Vendor's execution of this Contract, the Vendor hereby authorises the Vendor's Solicitors pursuant to Section 23C of the Conveyancing Act to execute on the Vendor's behalf an instrument extending the Cooling Off Period pursuant to Section 66S(4) of the Conveyancing Act.

60.3 If this Contract is subject to a Cooling-Off Period and the Purchaser applies for and is granted an extension to the Cooling Off period by the Vendor, then in such event the sum of $110.00 inclusive of GST per extension to cover legal costs and expenses incurred by the Vendor as a consequence of extension to the Cooling-Off Period shall be payable by the Purchaser as an adjustment on completion.

60.4 This is an essential Condition.

**ALTERATIONS TO CONTRACT:**

61. (a) The Vendor and the Purchaser each authorise their Solicitor or Licensed Conveyancer (or any employee of that Solicitor or Licensed Conveyancer) to make alterations to this Contract as agreed to between the parties (including the addition of annexures) at any time after execution of this Contract by the party up until the date of this Contract.

(b) Any such alterations and or additions shall be binding upon the relevant party deemed hereby to have authorised the same as if the alteration or addition of annexures was made prior to the Contract being signed by that party.

**ADJUSTMENTS:**

62. (a) Should any adjustment under this Contract be incorrectly calculated, adjusted or omitted on completion, the parties agree to rectify such miscalculation and to reimburse each other as appropriate following completion [the "*Reimbursed Adjustment*"].

(b) A party shall provide the other party with the Reimbursed Adjustment within 14 days of receipt of a written request.

(c) This Clause shall not merge on completion.

**RELEASE OF DEPOSIT FOR SETTLEMENT:**

63. If the Vendor requests, the Purchaser or his legal representative/conveyancer shall authorise the *depositholder* to release to the Vendor's Solicitors Trust Account the Deposit so that the Vendor can make available the Deposit in Settlement in the PEXA Workspace in preparation for Settlement of the matter.

**PERSONAL GUARANTEE (WHERE PURCHASER IS A COMPANY):**

64. If the Purchaser is Company the parties acknowledge that the Purchaser has entered into this Contract at the request and direction of *[INSERT FULL NAME AND ADDRESS OF THE DIRECTORS OF THE PURCHASER COMPANY WHO ARE TO GUARANTEE THE CONTRACT]*

(hereinafter called "*The Guarantor*") and in consideration thereof the said Guarantor hereby guarantees the due performance by the Purchaser of all its obligations hereunder. This Guarantee shall be a continuing Guarantee and the Guarantor hereby acknowledges that the Vendor has been induced to enter into this Contract by reason of the Guarantor providing this Guarantee.

..... .....
Signature of Witness ( - GUARANTOR)

..... .....
Name of Witness ( - GUARANTOR)

.....
Address of Witness

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 257/228604

| SEARCH DATE | TIME | EDITION NO | DATE |
|---|---|---|---|
| 28/6/2023 | 7:20 AM | 6 | 22/9/2018 |

LAND

LOT 257 IN DEPOSITED PLAN 228604
AT WEST PYMBLE
LOCAL GOVERNMENT AREA KU-RING-GAI
PARISH OF GORDON COUNTY OF CUMBERLAND
TITLE DIAGRAM DP228604

FIRST SCHEDULE

JOHN WILLIAM EHRET
SHARON MICHELLE EHRET
AS JOINT TENANTS (T 2396001)

SECOND SCHEDULE (4 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 DP228604 RIGHT OF CARRIAGEWAY AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
3 L273396 COVENANT
4 AD223190 MORTGAGE TO QUDOS MUTUAL LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

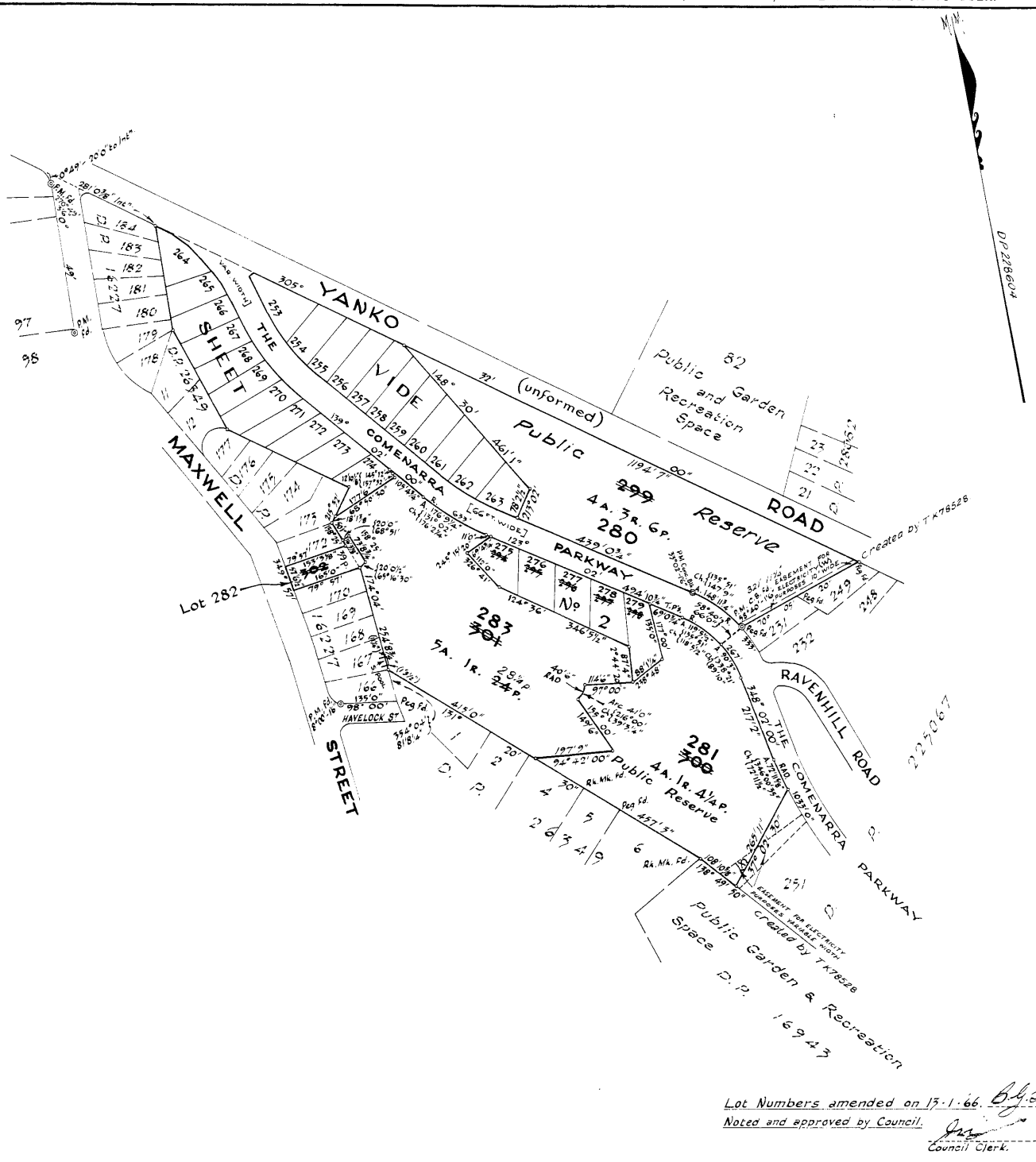


* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this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

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Received: 28/06/2023 07:20:21

Plan Form 3—TO BE USED WHERE IT IS INTENDED TO DEDICATE PUBLIC ROADS OR PUBLIC RESERVES OR CREATE DRAINAGE RESERVES, EASEMENTS, OR RESTRICTIONS AS TO USER.




DP228604 (E)

Registered: DOL 31/8/1966

C.A. 65/182 of 1·12·1965

Title System: Torrens

Purpose: Subdivision.

Ref. Map: Ku-ring-gai Sh.51

Last Plan: D.P. 16227, D.P. 225067

**PLAN OF SUBDIVISION OF LOT 252 IN D.P. 225067 & LOT 171 IN D.P. 16227.**

Sheet 1 of 2 Sheets.

Scale: 200 Feet to an inch

Mun./~~Shire~~ ~~City~~: KU-RING-GAI

Locality: WEST PYMBLE

Parish: GORDON

County: CUMBERLAND

I, BARRY GEORGE KENDALL of F. P. WALLIS & MOORE of 147 MACQUARIE ST SYDNEY

a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan of Lots 253 to 281 inclusive and Lot 283.

is accurate and has been made *(1) by me ~~(2) under my immediate supervision~~ in accordance with the Survey Practice Regulations, 1933, and was completed on †12th October 1965

Signature B.G.Kendall.

Surveyor registered under Surveyors Act, 1929, as amended. Datum Line of Azimuth: A.B.

Statements of intention to dedicate public roads or public reserves or create drainage reserves, easements, or restrictions as to user.

(Signatures and Seals to appear in panel provided.)

It is intended to dedicate The Comenarra Parkway 66 feet wide and Variable width as public road. & 281

It is intended to dedicate Lots 280, as public reserve. B&K 29/10/65

Pursuant to Section 88B of the Conveyancing Act 1919-64 it is intended to create —

~~1. The Easements for Drainage 8FT wide~~

~~2. The Easement for Drainage variable width~~

1. The Easements to drain water 8' wide.
2. The Easement to drain water variable width. B&K 7.12.65
3. The Right of Carriageway 15FT. wide.
4. The Rights of Carriageway Variable width. 7.12.65

* Instrument filed as K432609

Amendments noted and approved by Council. (1.2.3.4).

Council Clerk 17·12·65

B/ 1·12·65

OFFICE USE ONLY.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

WARNING. Plan Drawing only to appear in this space.

WARNING. Plan Drawing only to appear in this space.

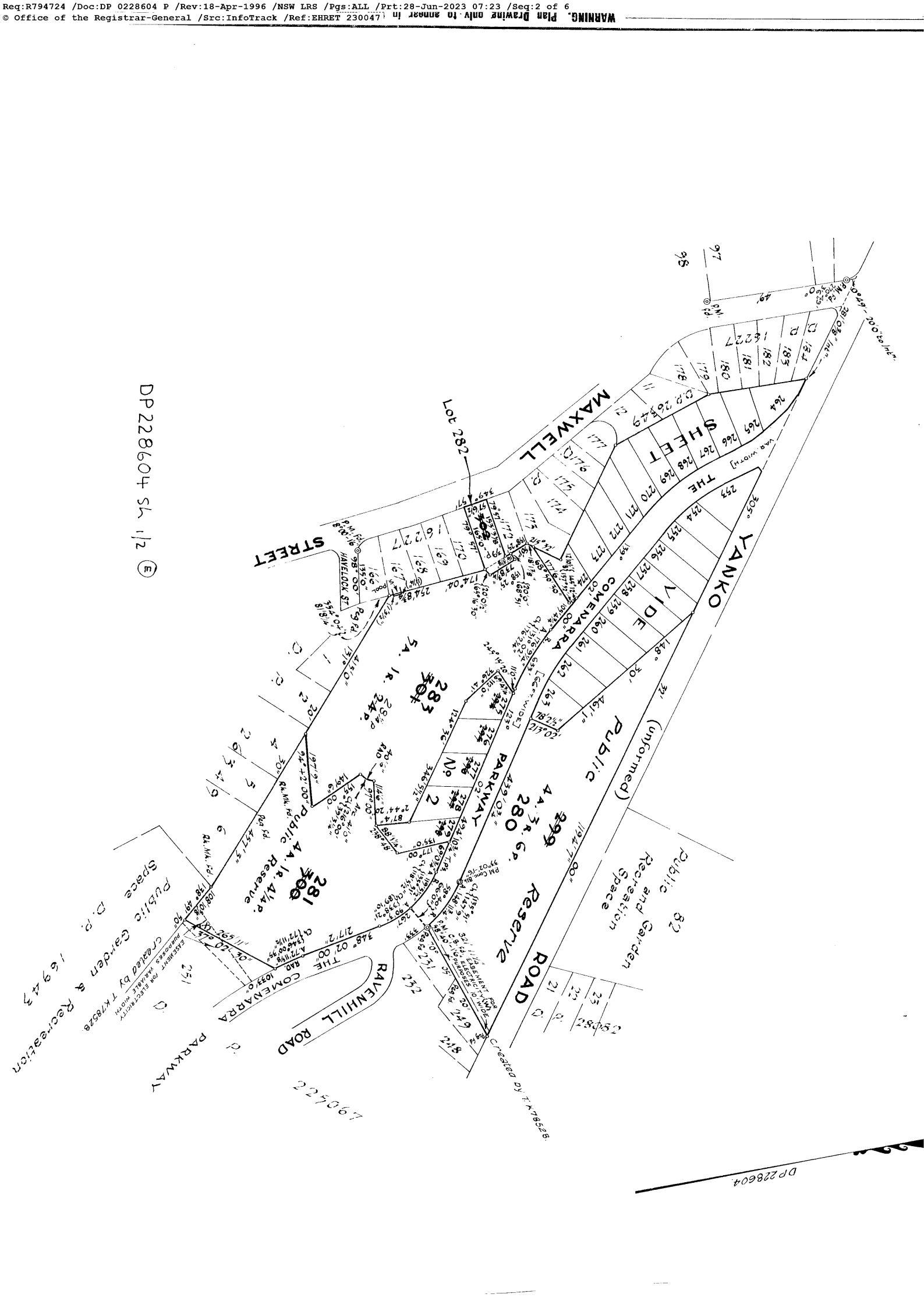
* Strike out either (1) or (2). † Insert date of survey.

REF. Nº 7075/4

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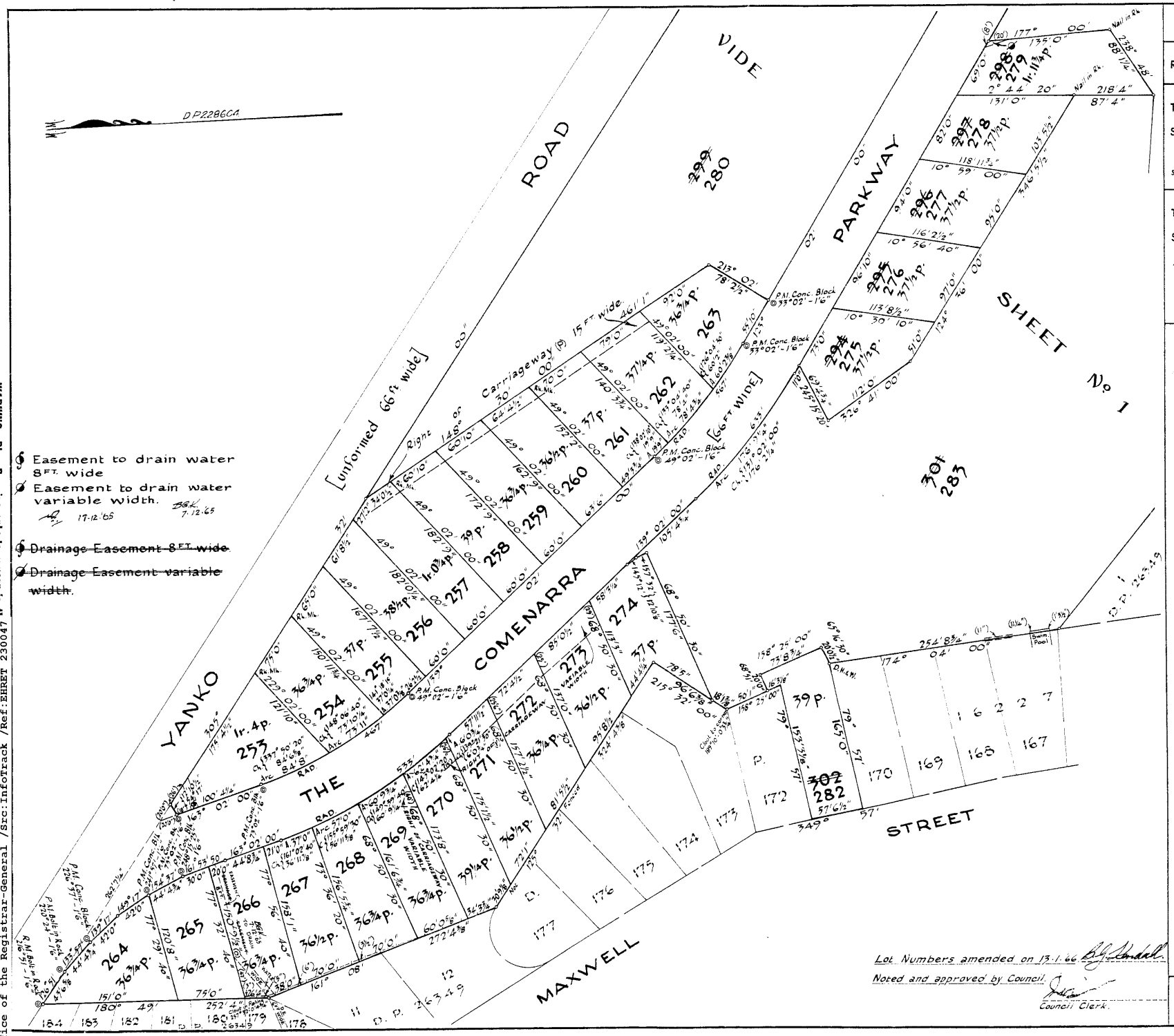
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© Office of the Registrar-General /Src:InfoTrack /Ref:EHRET 230047

WARNING. Plan Drawing only to appear in ...



Form No. 4 — To be used in conjunction with Forms 2 or 3.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.




DP 228604 (E)

Registered: 31-8-1966

This is Sheet 2 of my plan in 2 Sheets dated 18th October 1965

B. G. Kendall

Surveyor registered under Surveyors Act, 1929, as amended.

This is Sheet 2 of the plan of 2 Sheets covered by my Certificate No. 65/182 of 1.12.1965

Council Clerk.

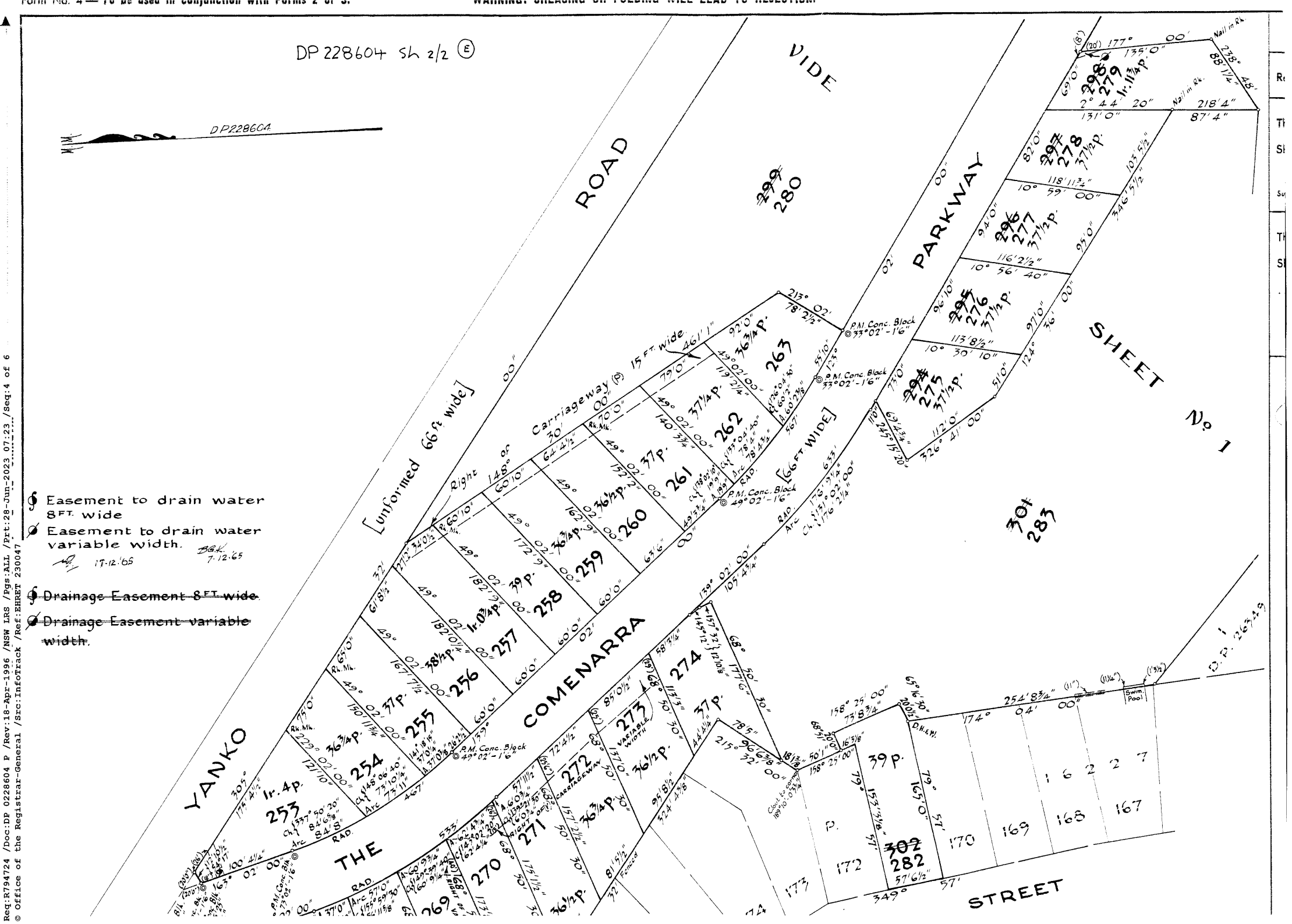
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WARNING. Plan Drawing only to appear in this space.

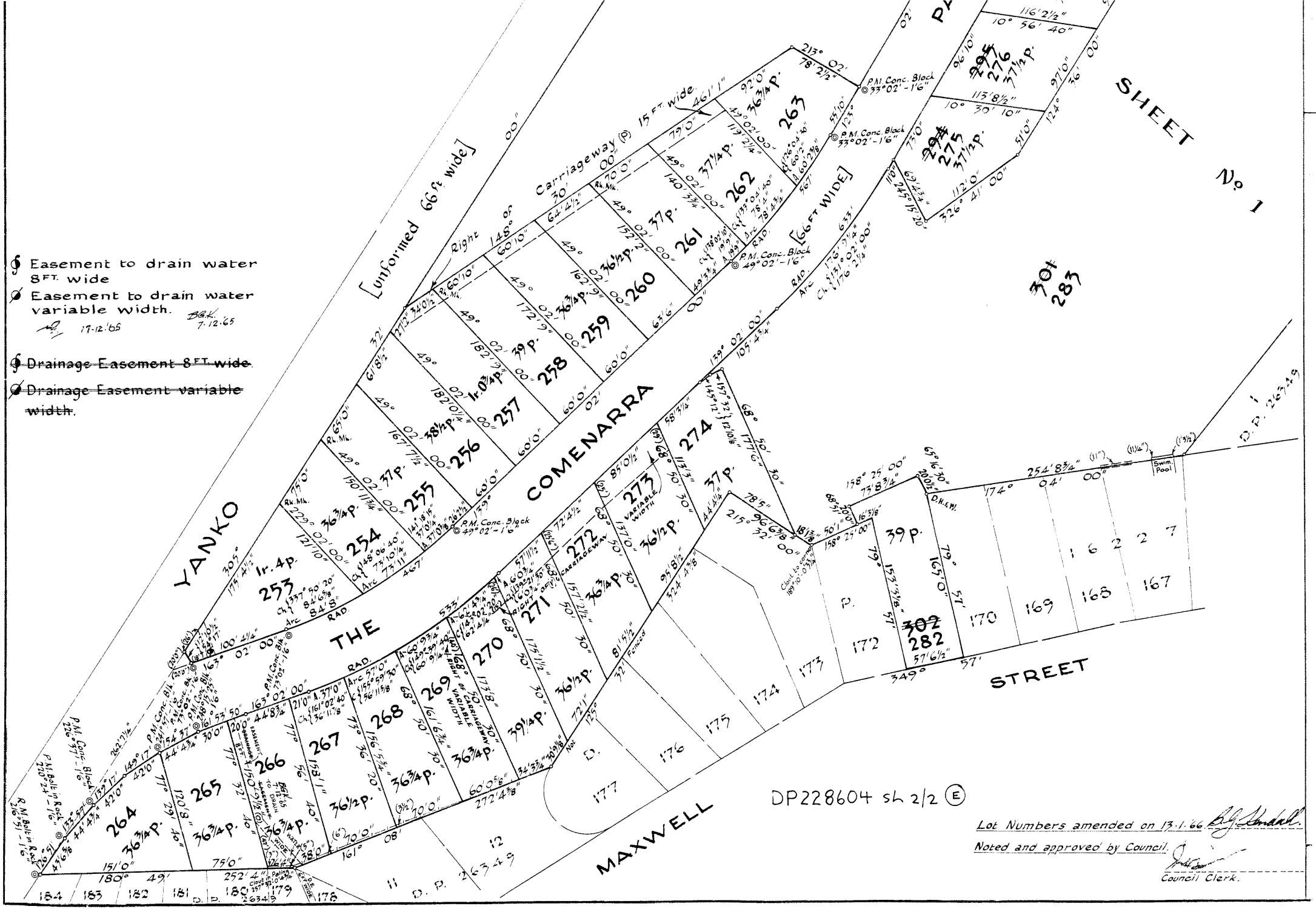
7075/4

Req:R794724 /Doc:DP 0228604 P /Rev:18-Apr-1996 /NSW LRS /Pgs:ALL /Prt:28-Jun-2023 07:23 /Seq:3 of 6
© Office of the Registrar-General /Src:InfoTrack /Ref:EHRET 23004
Warning: Plan Drawing only to appear in specified area

Form No. 4 — To be used in conjunction with Forms 2 or 3. WARNING: BREAKING OR FOLDING WILL LEAD TO REJECTION.




Req:R794724 /Doc:DP 0228604 P /Rev:18-Apr-1996 /NSW LRS /Pgs:ALL /Prt:28-Jun-2023 07:23 /Seq:4 of 6
© Office of the Registrar-General /Src:InfoTrack /Ref:EHRET 230047




Req:R794724 /Doc:DP 0228604 P /Rev:18-Apr-1996 /NSW LRS /Pgs:ALL /Prt:28-Jun-2023 07:23 /Seq:5 of 6
© Office of the Registrar-General /Src:InfoTrack /Ref:EHRET 230047

Lot 2

# DP228604 (E)

Registered: DOL 31/8/1966

C.A. 65/182 of 1.12.1965.

Title System: Torrens.

Purpose: Subdivision.

Ref. Map: Ku-ring-gai Sh.51

Last Plan: D.P. 16227 / D.P. 225067

**PLAN OF SUBDIVISION OF LOT 252 IN D.P. 225067 & LOT 171 IN D.P. 16227.**

Sheet 1 of 2 sheets.

Scale: 200 Feet to an inch

Mun. ~~/Shire~~

~~City~~: KU-RING-GAI

Locality: WEST PYMBLE

Parish: GORDON

County: CUMBERLAND

I, BARRY GEORGE KENDALL
F. P. WALLIS & MOORE
of 147 MACQUARIE ST SYDNEY

a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan of Lots 259 to 281 inclusive and Lot 285.

is accurate and has been made *(1) by me ~~(2) and my associates under my supervision~~ in accordance with the Survey Practice Regulations, 1933, and was completed on † 12th October 1965.

Signature: B.G. Kendall.

Surveyor registered under Surveyors Act, 1929, as amended.
Datum Line of Azimuth: A.B.

Statements of intention to dedicate public roads public reserves or create drainage reserves, easements, or restrictions as to user.

(Signatures and Seals to appear in panel provided.)

~~is~~ intended to dedicate The
~~m~~enarra Parkway 66 feet wide and
~~i~~able width as public road. L 281
~~i~~s intended to dedicate Lots 280 as
~~p~~lic reserve. BLK 29.10.74

~~s~~uant to Section 88B of the Conveyancing
1919-64 it is intended to create –
~~a Easements for Drainage 6.1 wide~~
~~b Easements for Drainage variable width~~
~~c~~he Easements to drain water 8 wide.
~~d~~he Easement to drain water-
~~v~~ariable width. BLK 7.12.65
~~e~~he Right of Carriageway 15FT wide.
~~f~~he Rights of Carriageway Variable
~~w~~idth. 7.12.65

Instrument filed as K432609

~~a~~endments noted and approved
~~b~~ Council. (1.2.3.4).
Council Clerk
17.12.65

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

REF. Nº 7075/4

OFFICE USE ONLY.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

**SIGNATURES AND SEALS ONLY.**

THE COMMON SEAL of GEORGE INGLIS PTY LIMITED was hereunto affixed by the authority of the Directors in the presence of:-

Director

Secretary

COMMON SEAL

I hereby certify that the approval subject to conditions of the Council to the plan of subdivision was given before the commencement of the Local Government and Metropolitan Water, Sewerage, and Drainage (Amendment) Act, 1963.

(Signature) Council Clerk

1.12.65

I hereby certify that—

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and

~~*(b) the requirements of section 24b of the Metropolitan Water, Sewerage and Drainage Act, 1924, as amended,~~

have been complied with by the applicant in relation to the proposed SUBDIVISION (insert "new road" or "subdivision") set out herein.

Subdivision No. 65/182

(Signature)

Date 1.12.1965

Council Clerk.

*NOTE.—This part of certificate to be deleted where the application is ONLY for the opening of a new road or where the land to be subdivided is wholly outside the area of operations of the Metropolitan Water, Sewerage and Drainage Board.

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 228604 SH 1/2

| FEET | INCHES | METRES |
|---|---|---|
| - | 11 1/4 | 0.286 |
| 1 | 3 1/2 | 0.394 |
| 1 | 6 | 0.457 |
| 3 | 6 | 1.067 |
| 8 | - | 2.438 |
| 10 | - | 3.048 |
| 11 | - | 3.353 |
| 12 | - | 3.658 |
| 12 | 10 1/8 | 3.915 |
| 15 | - | 4.572 |
| 16 | 3 1/8 | 4.956 |
| 18 | 1 3/8 | 5.521 |
| 20 | - | 6.096 |
| 20 | 0 1/2 | 6.109 |
| 28 | 10 3/8 | 8.798 |
| 39 | 3 1/4 | 11.970 |
| 40 | 6 | 12.344 |
| 41 | - | 12.497 |
| 50 | 1 | 15.265 |
| 57 | 6 1/2 | 17.539 |
| 66 | - | 20.117 |
| 69 | 0 3/4 | 21.050 |
| 69 | 4 3/4 | 21.152 |
| 72 | 11 1/2 | 22.238 |
| 72 | 11 5/8 | 22.241 |
| 73 | 8 3/4 | 22.473 |
| 75 | 8 3/4 | 23.082 |
| 78 | 2 1/2 | 23.838 |
| 81 | 8 1/4 | 24.898 |
| 87 | 4 | 26.619 |
| 88 | 1 1/4 | 26.854 |
| 89 | - | 27.127 |
| 89 | 10 | 27.381 |
| 90 | 3 | 27.508 |
| 105 | 4 3/4 | 32.125 |
| 108 | 10 5/8 | 33.188 |
| 112 | - | 34.138 |
| 114 | 5 | 34.874 |
| 114 | 6 | 34.900 |
| 117 | 6 | 35.814 |
| 118 | 5 1/2 | 36.106 |
| 119 | 5 1/2 | 36.411 |
| 135 | - | 41.148 |
| 147 | 9 | 45.034 |
| 148 | 11 3/4 | 45.409 |
| 149 | 6 | 45.568 |
| 153 | 3 1/8 | 46.714 |
| 165 | - | 50.292 |
| 176 | 2 1/4 | 53.702 |
| 176 | 9 1/4 | 53.880 |
| 177 | 6 | 54.102 |
| 197 | 9 | 60.274 |
| 217 | 2 | 66.192 |
| 254 | 8 3/4 | 77.641 |
| 265 | 11 | 81.051 |
| 267 | - | 81.382 |
| 281 | 0 3/8 | 85.658 |
| 321 | 11 1/4 | 98.127 |
| 333 | - | 101.498 |
| 346 | 5 1/2 | 105.601 |
| 415 | - | 126.492 |
| 439 | 0 3/4 | 133.826 |
| 457 | 3 | 139.370 |
| 461 | 1 | 140.538 |
| 494 | 10 3/4 | 150.844 |
| 633 | - | 192.938 |
| 1033 | - | 314.858 |
| 1194 | 7 | 364.109 |

| AC | RD | P | HA |
|---|---|---|---|
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| 4 | 3 | 6 | 1.937 |
| 5 | 1 | 24 | 2.185 |
| 5 | 1 | 28 1/4 | 2.196 |

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 228604 SH 2/2

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| - | 3 3/4 | 0.095 |
| - | 4 3/4 | 0.121 |
| - | 5 | 0.127 |
| - | 6 | 0.152 |
| - | 11 | 0.279 |
| - | 11 1/4 | 0.286 |
| 1 | 3 1/2 | 0.394 |
| 1 | 6 | 0.457 |
| 2 | 4 1/2 | 0.724 |
| 2 | 7 1/2 | 0.800 |
| 3 | - | 0.914 |
| 6 | - | 1.829 |
| 6 | 0 3/4 | 1.848 |
| 8 | - | 2.438 |
| 9 | - | 2.743 |
| 11 | - | 3.353 |
| 12 | 10 1/8 | 3.915 |
| 12 | 10 1/2 | 3.924 |
| 15 | - | 4.572 |
| 16 | 3 1/8 | 4.956 |
| 18 | - | 5.486 |
| 18 | 1 3/8 | 5.521 |
| 19 | - | 5.791 |
| 19 | 9 | 6.020 |
| 20 | - | 6.096 |
| 20 | 0 1/2 | 6.109 |
| 21 | - | 6.401 |
| 25 | - | 7.620 |
| 25 | 6 | 7.772 |
| 26 | - | 7.925 |
| 26 | 2 1/2 | 7.988 |
| 26 | 4 | 8.026 |
| 27 | 2 | 8.280 |
| 29 | - | 8.839 |
| 30 | - | 9.144 |
| 30 | 9 1/8 | 9.376 |
| 34 | 0 1/2 | 10.376 |
| 34 | 3 3/4 | 10.458 |
| 36 | 11 7/8 | 11.274 |
| 37 | - | 11.278 |
| 37 | 0 1/4 | 11.284 |
| 37 | 0 3/8 | 11.287 |
| 38 | - | 11.582 |
| 40 | - | 12.192 |
| 42 | - | 12.802 |
| 43 | 6 5/8 | 13.275 |
| 44 | 4 1/4 | 13.519 |
| 44 | 4 3/4 | 13.532 |
| 44 | 8 3/4 | 13.633 |
| 47 | - | 14.326 |
| 49 | - | 14.935 |
| 49 | 3 3/4 | 15.030 |
| 50 | 1 | 15.265 |
| 51 | - | 15.545 |
| 55 | 10 | 17.018 |
| 56 | 11 5/8 | 17.364 |
| 57 | - | 17.374 |
| 57 | 6 1/2 | 17.539 |
| 57 | 11 1/2 | 17.666 |
| 58 | 3 1/4 | 17.761 |
| 60 | - | 18.288 |
| 60 | 0 5/8 | 18.304 |
| 60 | 2 | 18.339 |
| 60 | 2 3/8 | 18.348 |
| 60 | 9 1/4 | 18.523 |
| 60 | 9 3/4 | 18.536 |
| 60 | 10 | 18.542 |
| 61 | 8 1/2 | 18.809 |
| 62 | 4 1/4 | 19.006 |
| 62 | 4 3/4 | 19.018 |
| 63 | 6 | 19.355 |
| 64 | 4 1/2 | 19.622 |
| 65 | - | 19.812 |
| 66 | - | 20.117 |
| 69 | - | 21.031 |

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 228604 SH 2/2 CONTD

| FEET | INCHES | METRES |
|---|---|---|
| 69 | 4 3/4 | 21.152 |
| 70 | - | 21.336 |
| 72 | 1 | 21.971 |
| 72 | 4 1/2 | 22.060 |
| 73 | - | 22.250 |
| 73 | 8 3/4 | 22.473 |
| 73 | 10 1/4 | 22.511 |
| 73 | 11 | 22.530 |
| 75 | - | 22.860 |
| 78 | 2 1/2 | 23.838 |
| 78 | 4 | 23.876 |
| 78 | 4 3/4 | 23.895 |
| 78 | 5 | 23.901 |
| 79 | - | 24.079 |
| 81 | 5 1/2 | 24.829 |
| 82 | - | 24.994 |
| 84 | 6 5/8 | 25.771 |
| 84 | 8 | 25.806 |
| 85 | 0 1/2 | 25.921 |
| 87 | 4 | 26.619 |
| 87 | 5 | 26.645 |
| 88 | 1 1/4 | 26.854 |
| 92 | - | 28.042 |
| 94 | - | 28.651 |
| 95 | - | 28.956 |
| 95 | 8 1/2 | 29.172 |
| 96 | 6 3/8 | 29.423 |
| 96 | 10 | 29.515 |
| 97 | - | 29.566 |
| 100 | 4 1/4 | 30.588 |
| 103 | 5 1/2 | 31.534 |
| 105 | 4 3/4 | 32.125 |
| 112 | - | 34.138 |
| 113 | 3 | 34.519 |
| 113 | 8 1/2 | 34.658 |
| 116 | 2 1/2 | 35.420 |
| 118 | 11 3/4 | 36.265 |
| 119 | 2 1/4 | 36.328 |
| 120 | 8 | 36.779 |
| 121 | 10 | 37.135 |
| 131 | - | 39.929 |
| 135 | - | 41.148 |
| 137 | - | 41.758 |
| 140 | 3 3/4 | 42.767 |
| 150 | 9 1/2 | 45.961 |
| 150 | 11 3/4 | 46.018 |
| 151 | - | 46.025 |
| 152 | 2 | 46.380 |
| 153 | 3 1/8 | 46.714 |
| 156 | 5 3/4 | 47.695 |
| 157 | 2 1/2 | 47.917 |
| 158 | 1 | 48.184 |
| 161 | 6 3/4 | 49.244 |
| 162 | 9 | 49.606 |
| 165 | - | 50.292 |
| 167 | 7 1/2 | 51.092 |
| 172 | 9 | 52.654 |
| 173 | 8 | 52.934 |
| 175 | 1 1/2 | 53.378 |
| 175 | 4 1/2 | 53.454 |
| 176 | 2 1/4 | 53.702 |
| 176 | 9 1/4 | 53.880 |
| 177 | 6 | 54.102 |
| 182 | 0 1/4 | 55.480 |
| 182 | 9 | 55.702 |
| 218 | 4 | 66.548 |
| 252 | 4 | 76.911 |
| 254 | 8 3/4 | 77.641 |
| 262 | 7 1/4 | 80.042 |
| 272 | 4 3/8 | 83.017 |
| 324 | 4 3/8 | 98.866 |
| 346 | 5 1/2 | 105.601 |
| 461 | 1 | 140.538 |
| 467 | - | 142.342 |
| 533 | - | 162.458 |
| 567 | - | 172.822 |
| 633 | - | 192.938 |

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 228604 SH 2/2 CONTD

| AC | RD | P | SQ M |
|---|---|---|---|
| - | - | 29 1/4 | 739.8 |
| - | - | 36 1/2 | 923.2 |
| - | - | 36 3/4 | 929.5 |
| - | - | 37 | 935.8 |
| - | - | 37 1/4 | 942.2 |
| - | - | 37 1/2 | 948.5 |
| - | - | 38 1/2 | 973.8 |
| - | - | 39 | 986.4 |
| - | - | 39 1/4 | 992.7 |
| - | 1 | 3/4 | 1031 |
| - | 1 | 4 | 1113 |
| - | 1 | 11 3/4 | 1309 |

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Req:R794725 /Doc:DP 0228604 B /Rev:18-Apr-1996 /NSW LRS /Pgs:ALL /Prt:28-Jun-2023 07:23 /Seq:1 of 3
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K 432609

1

Roll K/082

No 7 of 31/5/66

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

PART I

Plan: DP228604

Subdivision of land comprised in Certificate of Title Volume 10066 Folio 39 and Volume 4992 Folio 54 covered by Council Clerk's Certificate No. 65/182.

Full name and address of proprietor of the land:

Cecec (No. 19) Pty. Limited,
47-53 Macquarie Street,
Sydney.

1. Identity of easement or restriction firstly referred to in above-mentioned plan:

Easement to Drain Water, 8' wide.

Schedule of Lots, etc. affected

| Lots burdened | Lots, name of road or Authority benefited |
|---|---|
| 253 | Kuringai Municipal Council |
| 266 | Kuringai Municipal Council |

2. Identity of easement or restriction secondly referred to in above-mentioned plan:

Easement to Drain Water, Variable Width.

Schedule of Lots, etc. affected

| Lots burdened | Lots, name of road or Authority benefited |
|---|---|
| ~~298~~ 275 | Kuringai Municipal Council |

3. Identity of easement or restriction thirdly referred to in above-mentioned plan:

Right of Carriageway, 15' wide.

THE COMMON SEAL of CECEC (NO. 19) PTY. LIMITED was hereunto affixed by the authority of the Directors in the presence of:

CECEC (No. 19) PTY. LIMITED COMMON SEAL

Secretary

THE COMMON SEAL of TRADE CREDITS LIMITED was hereunto duly affixed pursuant to an order by the Directors in the presence of:

~~Secretary~~

Director

Secretary

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K452609

2

Roll K1082

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

SHEET 2

Plan: **DP228604**

Subdivision of land comprised in Certificate of Title Volume 10066 Folio 39 and Volume 4992 Folio 54 covered by Council Clerk's Certificate No. 65/182.

Schedule of Lots, etc. affected

| Lots burdened | Lots, name of road or Authority benefited |
|---|---|
| 257 | 258, 259, 260, 261, 262, 263 |
| 258 | 259, 260, 261, 262, 263 |
| 259 | 260, 261, 262, 263 |
| 260 | 261, 262, 263 |
| 261 | 262, 263 |
| 262 | 263 |

4. Identity of easement or restriction fourthly referred to in above-mentioned plan: Right of Carriageway, variable width.

Schedule of Lots, etc. affected

| Lots burdened | Lots, name of road or Authority benefited |
|---|---|
| 270 | 271, 272, 273, 274 |
| 271 | 272, 273, 274 |
| 272 | 273, 274 |
| 273 | 274 |
| 269 | 270 |

THE COMMON SEAL of CECEC (NO. 19) PTY. LIMITED was hereunto affixed by the authority of the Directors in the presence of:

CECEC (No. 19) PTY LIMITED COMMON SEAL

Director

Secretary

THE COMMON SEAL of TRADE CREDITS LIMITED was hereunto duly affixed pursuant to an order by the Directors in the presence of:

Director

Secretary

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K 432603

Freehill Hollingdale Page.

DP 228604 SHEET 3

Instrument pursuant to Regulation 52D Conveyancing Act Regulations, 1961, setting out the terms of easements or restrictions as to user created by registration of the within-mentioned Deposited Plan.

AOB 31/8/1966

8512 J/J

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No. L273396

58 DEC 12 PM 12 58

New South Wales

R.P. 13A

FEES:—
Lodgment
Endorsement

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

$11-00.
12/12/58

This form may be used where new restrictive covenants are imposed or easements created or where the simple transfer form is unsuitable.

(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.

All blanks should be ruled up before signing.

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

I, (NO. 19) CECEC/PTY. LIMITED a Company duly incorporated and having its registered office a 47 Macquarie Street, Sydney

(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 FIVE THOUSAND FOUR HUNDRED DOLLARS ( $5,400-00 ) (the receipt whereof is hereby acknowledged) paid to it by

STUART HOLDINGS PTY. LIMITED

do hereby transfer to

b Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

b STUART HOLDINGS PTY. LIMITED of 666 Pacific Highway, Killara

(herein called transferee)

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

The description may refer to the defined residue of the land in a certificate or grant (e.g. "And being residue after transfer number ") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being Lot section D.P. ").

Unless authorised by Reg. 53, Conveyancing Act Regulations, 1961, a plan may not be annexed to or endorsed on this transfer form.

| County | Parish | Reference to Title | | | Description of Lands (if part only) |
|---|---|---|---|---|---|
| | | Whole or Part | Vol. | Fol. | |
| CUMBERLAND | GORDON | WHOLE | 10402 | 55 | 537/1126614 |

795178

25787—W 1,68 K 1165—2 51 137—1 W. C. N. BLIGHT, GOVERNMENT PRINTER

Req:R794726 /Doc:DL L273396 /Rev:16-Apr-1997 /NSW LRS /Pgs:ALL /Prt:28-Jun-2023 07:23 /Seq:2 of 5
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~~And the transferee covenant(s) with the transferor~~[d]
And the transferee doth hereby for itself its successors and assigns covenant with the Transferor its successors and assigns:-

(a) That not more than one main building shall be erected or permitted to remain on the land hereby transferred.

(b) That no such main building shall be erected or used otherwise than as a single private dwelling house provided that this restriction shall not prevent the use of part of any such building by a medical practitioner or dentist in the practice of his profession.

(c) That no building shall be erected on the land hereby transferred with external walls of materials other than brick stone concrete glass aluminium or timber or any combination of the same provided that timber shall not be used in external walls except as infill panels in conjunction with all or any of the other materials in this clause referred to and the proportion of timber so used in relation to the total external wall area shall not exceed 15 per cent provided that nothing in this covenant contained shall preclude or prohibit a building having the inner framework of its external walls constructed of timber or other materials with an external brick face or veneer.

(d) That no main building erected or permitted to remain on the land hereby transferred shall have a minimum overall floor plan area excluding any attached garage or car-port of less than 900 square feet.

(e) That no paling fence(s) shall be erected or permitted to remain on the land hereby transferred.

(f) That no fences in front of the main building shall exceed three feet six inches (3'6") in height not shall any other fences exceeding five feet (5') in height be erected or permitted to remain on the land hereby transferred.

(g) That for the benefit of any adjoining land owned by the Transferror but only during the ownership thereof by the Transferror its successors and assigns other than purchasers on sale no fence will be erected on the land hereby transferred to divide the same from such adjoining land without the consent of the Transferror but such consent shall not be withheld if such fence is erected without expense to the Transferror and in favour of any person dealing with the Transferee such consent shall be deemed to have been given in respect of every such fence for the time being erected.

(h) That no building erected or permitted to remain upon the land hereby transferred or any part thereof shall be used or permitted to be used for the purpose of ~~advwert~~ advertising or exhibition or any purpose ancillary thereto.

(i) That the transferee shall not erect or cause or permit to be erected or to remain upon the land hereby transferred any advertisement hoarding sign or similar structure and shall not permit the said land or any building erected thereon, to be used for the display of any advertisement sign or notice provided that this clause shall not preclude the display of a doctor's or dentist's name plate and/or light.

(j) That the expression "the land hereby transferred" where herein used shall be deemed to refer separately and severally to each lot in the said Deposited Plan hereby transferred and the restrictions in this covenant contained shall apply to each lot as if the transferee had given separate covenants in respect of each such lot.

The benefit of the foregoing covenants shall be appurtenant to the land in the said Deposited Plan and each and every lot therein other than the land hereby transferred and Lots 280, 281 and 283 in the said Deposited Plan.

x See K432609.

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

e A very short note will suffice.

ENCUMBRANCES, &c., REFERRED TO.[e]
Right of carriageway created by registration of Deposited Plan Number 228604.X
Reservations and conditions, if any, contained in Crown Grant.

K 1165—2 S: 437—1

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The burden of the foregoing covenants is upon the land hereby transferred.

The said covenants or any of them may be released varied or modified so far as any particular lot is concerned by Cecec (No. 19) Pty. Limited so long as it remains the registered proprietor of any lot in the said Deposited Plan and the person or persons in whom the legal estate in fee simple is for the time being vested of the land (other than streets or other public areas) having a common boundary with the land hereby transferred.

THE COMMON SEAL of CECEC (NO. 19) PTY. LIMITED was hereunto affixed by the authority of the Directors in the presence of:-

Director

Secretary

CECEC (No. 19) PTY. LIMITED Common Seal

B

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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."

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, by whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (*b*) of the Real Property Act should sign the certificate at the foot of this page.

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 a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.

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

(*c*) *in any foreign place* by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent). (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commissioner's Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London), 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.

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

* 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.

Signed at Sydney the 4th day of December 1965.

THE COMMON SEAL of CECEC (NO. 19) PTY. LIMITED was hereunto affixed by the authority of the Directors in the presence of:-

Secretary

Director

Transferor.*

† 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

WHO IS PERSONALLY KNOWN TO ME

Transferee(s).

THE COMMON SEAL OF STUART HOLDINGS PTY. LIMITED was hereunto affixed by authority of its Board of Directors in the presence of:

Secretary

Director

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

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

*Memorandum where by 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.*

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

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty; 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.

K 1165—2 5c 437—3

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No. L273396

Lodged by A.R. BALDWIN & CO., Solicitors,
Address 781 Pacific Highway, GORDON: 2072.
Phone No. 49-0251

## PARTIAL DISCHARGE OF MORTGAGE.

*(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.*

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

*Dated at* *this* *day of* 19 .

*Signed in my presence by*

*who is personally known to me*

*Mortgagee.*

DOCUMENTS LODGED HEREWITH
To be filled in by person lodging dealing

1. C/T 10402 - 55
2. Mortgage
3.
4.
5.
6.
7.

Received Docs. Nos. Receiving Clerk

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

Indexed

MEMORANDUM OF TRANSFER
Subject to Covenant

Checked by
C23

Particulars entered in Register Book
20.12.1968

Passed (in S.D.B.) by

at 11a

Signed by

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 | | |

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K 1165—2 St 437—1

# PLANNING CERTIFICATE

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

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

## PROPERTY DETAILS

**Address:** **75 The Comenarra Parkway TURRAMURRA NSW 2074**

**Lot Description:** **Lot 257 DP 228604**

## CERTIFICATE DETAILS

**Certificate No:** **ePC2219/23** **Certificate Date:** **28/06/2023**

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

## APPLICANT DETAILS

**REF: EHRET 230047**

**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 Medium Density Housing Code**

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

**Subdivision Code**

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

## 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?***

Part of 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 Loos-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.

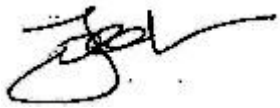
***(d) Is the land to which this certificate relates subject to an ongoing maintenance order within the meaning of that Act?***

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.*



**John McKee**
General Manager
General Manager

NSW GOVERNMENT Revenue

| | |
|---|---|
| Enquiry ID | 3936895 |
| Agent ID | 81429403 |
| Issue Date | 28 Jun 2023 |
| Correspondence ID | 1767563883 |
| Your reference | EHRET 230047 |

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

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

**Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022.***

This information is based on data held by Revenue NSW.

| Land ID | Land address | Taxable land value | Property Tax Status |
|---|---|---|---|
| D228604/257 | 75 THE COMENARRA PARKWAY TURRAMURRA 2074 | $1 120 667 | Not Opted In |

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2023 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

## Important information

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

**When is a certificate clear from land tax?**
A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

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

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

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

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

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

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

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

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

## Contact details



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



1300 139 816*



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

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

# NSW SWIMMING POOL REGISTER

## Certificate of Compliance

### Section 22D – Swimming Pools Act 1992

| | |
|---|---|
| **Pool No:** | **2d2e2689** |
| **Property Address:** | **75 THE COMENARRA PARKWAY TURRAMURRA** |
| **Expiry Date:** | **26 September 2026** |
| **Issuing Authority:** | **Juan Xu t/as Miss Dolphin Pool Inspections - Registered Certifier - bdc2962** |

**Complied with AS1926.1 (2012).**

**The swimming pool at the above property complies with Part 2 of the *Swimming Pools Act 1992*. The issue of this certificate does not negate the need for regular maintenance of the swimming pool barrier to ensure it is compliant with the *Swimming Pools Act 1992*.**

**This certificate ceases to be valid if a direction is issued pursuant to Section 23 of the *Swimming Pools Act 1992*.**

**The swimming pool at the above property is not required to be inspected under the inspection program of the local authority while this certificate of compliance remains valid pursuant to Section 22B(3) of the *Swimming Pools Act 1992*.**

**Please remember:**

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

# Sewer Service Diagram

Application Number: 8002584523

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

CONN.

## SEWERAGE SERVICE DIAGRAM

**Municipality of** Ku-ring-gai **No.** 649261

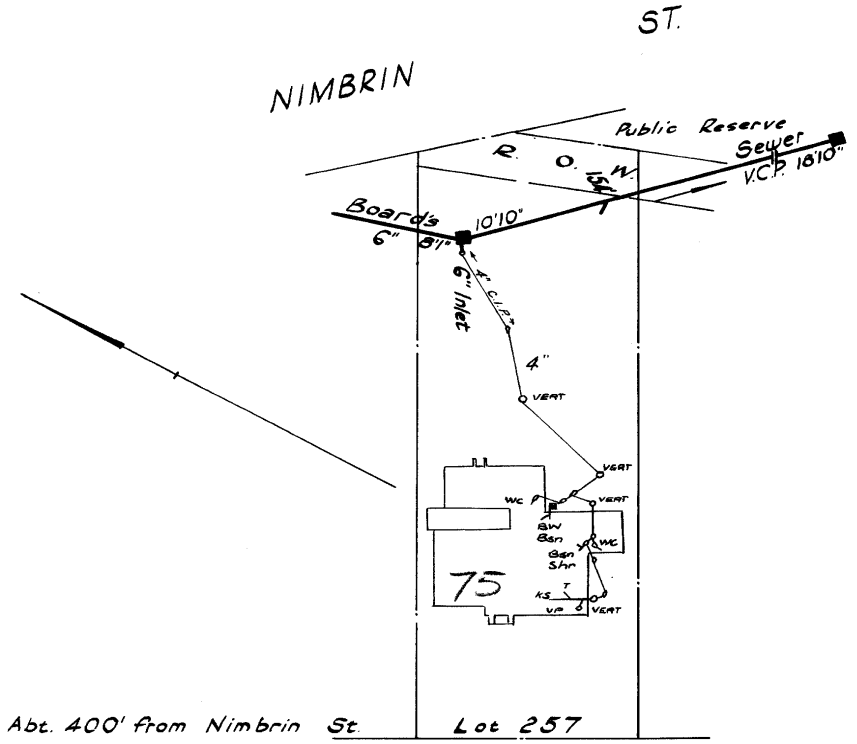
SYMBOLS AND ABBREVIATIONS

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

Scale: 40 Feet To An Inch

SEWER AVAILABLE

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




THE COMENARRA PARKWAY

44- 885908.

RATE No. ..... W.C.s 2 U.C.s ..... 19....

SHEET No. 8561 OFFICE USE ONLY For Engineer House Services

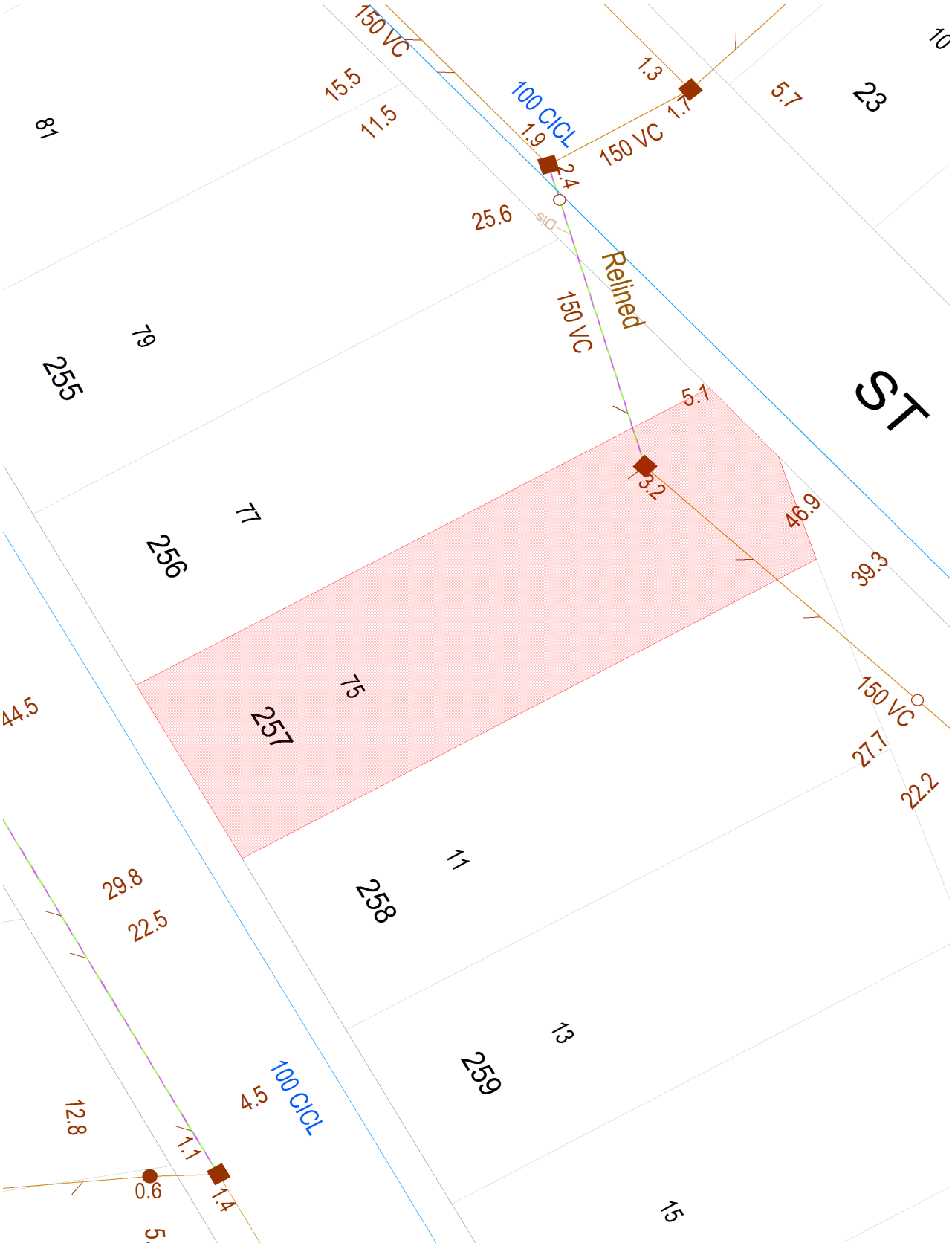
| | DRAINAGE | | | PLUMBING | |
|---|---|---|---|---|---|
| W.C. | Supervised by | Date | BRANCH OFFICE | Supervised by | Date |
| Bth. | | / / | Date / / | | / / |
| Shr. | Inspector | | Outfall HL LL | Inspector | |
| Bsn. | Examined by | | Drainer | 938 005 | |
| K.S. | | | Plumber | 1228 266 | |
| T. | | / / | | | |
| Plg. | Chief Inspector | | Boundary Trap ●/is not required | | |
| Dge. Int. | | | | | |
| Dge. Ext. | Tracing Checked | / / | | | |

Document generated at 28-06-2023 08:03:28 AM

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

# Service Location Print

Application Number: 8002584512




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**Disclaimer**

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

# Asset Information

## Legend

### Sewer

Sewer Main (with flow arrow & size type text) — 225 PVC
Disused Main
Rising Main
Maintenance Hole (with upstream depth to invert) — 1.7
Sub-surface chamber
Maintenance Hole with Overflow chamber
Ventshalft EDUCT — VSE
Ventshaft INDUCT — VSI
Property Connection Point (with chainage to downstream MH) — 10.8
Concrete Encased Section — Concrete Encased
Terminal Maintenance Shaft — TMS
Maintenance Shaft — MS
Rodding Point — RP
Lamphole
Vertical — VERT
Pumping Station — SP0882
Sewer Rehabilitation

### Pressure Sewer

Pressure Sewer Main
Pump Unit (Alarm, Electrical Cable, Pump Unit)
Property Valve Boundary Assembly
Stop Valve
Reducer / Taper
Flushing Point — FP

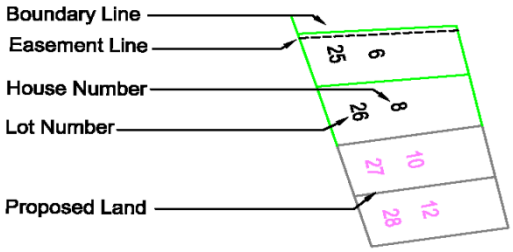
### Vacuum Sewer

Pressure Sewer Main
Division Valve
Vacuum Chamber
Clean Out Point

### Stormwater

Stormwater Pipe
Stormwater Channel
Stormwater Gully
Stormwater Maintenance Hole

### Property Details




Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

### Water

WaterMain - Potable (with size type text) — 200 PVC
Disconnected Main - Potable
Proposed Main - Potable
Water Main - Recycled
Special Supply Conditions - Potable
Special Supply Conditions - Recycled
Restrained Joints - Potable
Restrained Joints - Recycled
Hydrant
Maintenance Hole
Stop Valve
Stop Vale with By-pass
Stop Valve with Tapers
Closed Stop Valve
Air Valve
Valve
Scour
Reducer / Taper
Vertical Bends
Reservoir
Recycled Water is shown as per Potable above. Colour as indicated

### Private Mains

Potable Water Main
Recycled Water Main
Sewer Main
Symbols for Private Mains shown grey

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

## Pipe Types

| | | | |
|---|---|---|---|
| **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**
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