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

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 77265884	NSW DAN:	
vendor's agent	Sydney Residential Metro		Phone:	(02) 9283 2832
	Ground Floor, 333 Sussex Street SYDNEY NSW 2000		Fax:	(02) 9283 7660
co-agent			Ref:	Paul
vendor	KOON HUAT TEONG			
vendor's solicitor	Raymond Lee & Co Solicitors		Phone:	02 9281 6868
	World Square, Level 6 Suite 63&64 650 George Street SYDNEY NSW 2000		Fax:	02 9281 6282
	PO Box K962, Haymarket NSW 1240		Ref:	2116781
date for completion	42 days after the contract date	(clause 15)	Email:	ray@raylee.com.au
land (Address, plan details and title reference)	64 LEONARD AVE KINGSFORD NSW 2032 LOT 1 IN DEPOSITED PLAN 739645 1/739645			
	☐ 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:			

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

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

exclusions

purchaser

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

price $

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

balance $

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

buyer's agent

vendor **witness**

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

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

Choices

vendor agrees to accept a ***deposit-bond*** (clause 3) ☐ NO ☐ yes

Nominated *Electronic Lodgment Network (ELN)* (clause 30) PEXA

Electronic transaction (clause 30) ☐ no ☐ YES

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

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

land tax is adjustable ☐ NO ☑ yes

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

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

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

☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))

☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

☐ GST-free because the sale is the supply of a going concern under section 38-325

☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

☑ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*: $

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

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

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

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

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

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

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

Other

- [ ] 59

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

SOLICITOR'S CERTIFICATE

I whose name appears in Item 1 of the Schedule hereto of the address which appears in Item 2 in the Schedule hereto certifies as follows:-

(a) I am a Solicitor currently admitted to practise in New South Wales.

(b) I am giving this certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a Contract for the sale of property described in Item 3 of the Schedule hereto from the Vendor whose name appears in Item 4 of the Schedule hereto to the Purchaser whose name appears in Item 5 of the Schedule hereto in order that there is no cooling off period in relation to that contract.

(c) I do not act for the Vendor/s and am not employed in the legal practice of a Solicitor acting for the Vendor/s nor am I a member or employee of a firm of which a Solicitor acting for the Vendor/s is a member or employee.

(d) I have explained to the said Purchaser:-
(i) the effect of the Contract for the purchase of that property;
(ii) the nature of this Certificate;
(iii) the effect of giving this Certificate to the Vendor/s, i.e. that there is no cooling off period in relation to the Contract.

Dated this , 20

.....
Solicitor

THE SCHEDULE

ITEM 1: Name of Solicitor

ITEM 2: Address of Solicitor

ITEM 3: Address of Property

ITEM 4: Name of Vendor

ITEM 5: Name of Purchaser

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

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

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

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

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

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

64 LEONARD AVENUE CARINGBAH NSW 2229

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

2. EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—
   (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
   (b) the fifth business day after the day on which the contract was made—in any other case.

3. There is NO COOLING OFF PERIOD:
   (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
   (b) if the property is sold by public auction, or
   (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
   (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.

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

DISPUTES

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

AUCTIONS

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

64 LEONARD STREET LEUMEAH NSW 2560

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

WARNINGS

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

APA Group	NSW Department of Education
Australian Taxation Office	NSW Fair Trading
Council	Owner of adjoining land
County Council	Privacy
Department of Planning, Industry and Environment	Public Works Advisory
Department of Primary Industries	Subsidence Advisory NSW
Electricity and gas	Telecommunications
Land & 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. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.

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

8. The purchaser should arrange insurance as appropriate.

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

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

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

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

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

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

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

2 Deposit and other payments before completion

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

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

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

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

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

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

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

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

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

9 Purchaser's default

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

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

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

9.2.1 for 12 months after the *termination*; or

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

9.3 sue the purchaser either –

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

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

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

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

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

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

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

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

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

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

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –
12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –
13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –
13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

13.8.1 this sale is not a taxable supply in full; or
13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –
13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.

14.2 The *parties* must make any necessary adjustment on completion.

14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.

14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.

14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
14.6.1 the amount is to be treated as if it were paid; and
14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

• Vendor

16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.

16.4 The legal title to the *property* does not pass before completion.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

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

• Purchaser

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

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

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

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

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

16.10 On completion the deposit belongs to the vendor.

• Place for completion

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

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

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

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

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

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

17 Possession

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

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

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

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

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

18 Possession before completion

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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

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

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

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21 Time limits in these provisions

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

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

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

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

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

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

23 Strata or community title

• Definitions and modifications

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

23.2 In this contract –

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

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

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

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

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

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

DRAFT 30.9.2022

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

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

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

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

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

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

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

• Adjustments and liability for expenses

23.5 The *parties* must adjust under clause 14.1 –

23.5.1 a regular periodic contribution;

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

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

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

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

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

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

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

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

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

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

23.9 However, the purchaser can *rescind* if –

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

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

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

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

• Notices, certificates and inspections

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

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

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

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

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

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

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

• Meetings of the owners corporation

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

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

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

LEXISNEXIS 2022

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.

24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.

24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
  - a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
  - any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
  - a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.

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

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

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 The vendor must give a proper covenant to produce where relevant.
25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

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

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

30 Electronic transaction

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

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

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

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

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

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

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

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

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

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

30.8.1 join the *Electronic Workspace*;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the *party* entitled to them.

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

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

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

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

31.2 The purchaser must –

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

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

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

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

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

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

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

32 Residential off the plan contract

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

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

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

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

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

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

64 LEONARD AVENUE MIRANDA COPYRIGHT VERSION 2022

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

SPECIAL CONDITIONS
CONTRACT FOR THE SALE AND PURCHASE OF LAND –2019 EDITION

Purchasers Acknowledgment

1. The Purchaser acknowledges that he has not been induced to enter into this contract by any statement, representation or warranty made or given by or on behalf of the Vendor and has thoroughly inspected the premises and property being purchased and is satisfied as to the condition and state of repair of the premises and property and shall not raise any requisition, objection or claim for compensation in respect thereof.

Agent

2. The Purchaser warrants that the Purchaser was not introduced to the Vendor or to the property directly or indirectly by any real estate agent entitled to claim commission or remuneration on this sale other than the estate agent referred to in the particulars and that no other estate agent was the effective cause of the sale. The Purchaser hereby indemnifies the Vendor against all and any claims, actions, suits, demands, costs and expenses (including but without limiting the generality of the foregoing, professional legal costs and disbursements on a solicitor and client basis) in connection with any breach of this warranty. This warranty and indemnity on the part of the Purchaser shall not merge on completion but shall continue for the benefit of the Vendor.

Notice to Complete

3. If this contract is not completed by the completion date then either party may by notice in writing to the other at any time thereafter require completion of the contract to take place at the expiration of 14 days from the date of the service by one party on the other of a notice requiring completion to be effected at the expiration of such period and it is hereby agreed and declared that time shall be of essence of this contract as regards completion thereof at the time referred to in such notice.

Interest

4. If the Purchaser fails to complete this contract by the date for completion as specified in this contract ("the completion date") for any reason other than the willful default on the part of the Vendor then the Purchaser shall on completion or termination hereof pay interest on the balance of the purchase money at the rate of 12% per annum accruing on a daily basis computed from the date of completion date until the date of actual completion or termination hereof and further the Purchaser shall pay to the Vendor the sum of $330.00 inclusive of any GST to cover legal costs and other expenses incurred by the Vendor as a consequence of the delay. The Parties acknowledge that such interest and additional costs are reasonable and a genuine pre-estimate of damages and additional costs suffered or incurred by the Vendor as a result of the Purchaser's delay and the Vendor shall not be obliged to complete this contract without payment of the said interest and costs being made by the Purchaser on or before completion and the Vendor may, on completion, treat such interest and costs as an accretion to the balance of purchase money.

Service of documents

5. Without limiting the provisions of Clause 20.6, a document under or relating to this contract is served on a party if it is addressed to that party's solicitor and delivered to a place in facilities of a document exchange system of which that party's solicitor is a member; and such document shall be deemed to have been received by that party and the date on which it was first delivered by the serving party's solicitor to a place in such facilities where, under the rules of such document exchange system, to serving party's solicitor was entitled to deliver the document, and whether or not that place is the same as that from which the recipient's solicitor collects such document.

Capacity or Death of a Party

6. Without in any way limiting, negating or restricting any rights or remedies which would have been available to either *party* at law or in equity had Special Condition 6 not been included, if a *party* (or any one of them) prior to completion:

   (a) dies or becomes mentally ill then the other *party* may *rescind* this contract by written notice to the first *party's solicitor* and this contract will be at an end and the provisions of clause 19 apply; or

   (b) if the purchaser is declared bankrupt or enters into any scheme or makes an assignment for the benefit of creditors, then the purchaser will be deemed in default of this contract and the vendor may *terminate* this contract.

Corporation as Purchaser

7. The Purchaser shall be in breach of an essential term of this Contract and Vendor may terminate this agreement by notice in writing to the Purchaser's solicitor apply if prior to completion the Purchaser being a company

   (a) resolves to enter into liquidation or provisional liquidation

   (b) has a summons presented for its winding-up

   (c) enters into any scheme of arrangement with its creditors under the Corporations Act 2001

   (d) has any liquidator, provisional liquidator, receiver or official manager appointed.

   In the event that the Purchaser is a Company (other than as listed on Australian Stock Exchange) the Purchaser must procure its directors to execute the form Guarantee and indemnity in this Contract on the date of this Contract. This is an essential term of the Contract.

Investment of deposit

8. Pending completion, rescission or termination of this contract (whichever in fact occurs) the Vendor's agent referred to on page 1 of the contract may invest the

deposit monies on interest-bearing deposit with a trading bank or building society. Such investment shall be made in the name of the Vendor's agent in trust for the Vendor and the Purchaser.

Interest which accrues on the deposit shall be dealt with as follows:

(a) if the deposit is forfeited to the Vendor all interest shall be paid to the Vendor;

(b) if the deposit is refunded to the Purchaser all interest shall be paid to the Purchaser; and

(c) if the contract is completed all interest shall be paid to the Vendor and Purchaser in equal shares.

The Vendor and the Purchaser agree that they shall give such directions and such things as may be necessary to give effect to the provisions of this clause, including providing the stakeholder with any Tax File Number.

Pool

9. In the event that the improvements constructed upon the property hereby sold includes a swimming pool, the Vendor does not warrant that any fencing relating to such swimming pool complies with any current requirements of any Government or Local Government authority relative hereto and the Purchaser shall not make any objection requisition or claim for compensation in respect of such or lack thereof or arising there from.

Release of Deposit

10. The deposit referred to herein shall be released if required for the Vendors use as deposit on their purchase providing that such deposit shall only be paid into the Trust Account of a licensed agent or solicitor and providing that such deposit shall not be further released without the Purchasers' express consent.

No Requisitions

11. No objection, requisition or claim for compensation shall be made by the Purchaser in respect of any of the following matters:-

(i) any existing gas, electricity or telephone service to the property;

(ii) the presence on the property of any gas pipes, electricity wires or telephone wires;

(iii) the presence of any sewer manhole or vent on the property;

(iv) any rainwater being connected to the sewer; and

(v) the fact that a boundary of the property is not fenced or that any boundary fence or boundary wall shall not be upon or within such boundary.

Amendments to Contract

12. The Standard Conditions of this Contract shall be amended as follows:

(i) Clause 7.1.1 is deleted.
(ii) Clause 7.2.1 delete 10% and insert 1%;
(iii) Clause 8.1.1 delete the words "on reasonable grounds".
(iv) Clause 8.2.2 is deleted.
(v) Clauses 10.1.8 and 10.1.9 the word "substance" is deleted and replaced by "existence".
(vi) Clause 11.2 is amended by adding after the word "terminated" the words "other than as a result of default by the purchaser".
(vii) Clause 14.4 is amended by deleting the word "not" and replacing the word "but" with the word "and".
(viii) Clause 14.4.2 is deleted.
(ix) Clause 16.8 is deleted
(x) Clause 22 is amended by inserting the following as sub-clause 22(b):

"The purchaser acknowledges that the vendor is relying on the purchaser's promise contained in clause 22. If the promise is untrue in any respect the purchaser must indemnify the vendor against all loss or damage including any consequential loss which the vendor may suffer as a consequence of the vendor having relied on the purchaser's promise when entering into this contract."

(xi) Clause 23.9.1 is deleted.
(xii) Clause 25.2 is deleted and replaced with:

"The Vendor is not required to serve an abstract of title and the Purchaser shall, at its cost and expense undertake its own searches and enquiries to satisfy itself as to the Vendor's title".

Payment of part deposit

13. The parties agree that the deposit required for this purchase is 10% of the purchase price. In the event that the Vendor agrees in writing prior to entering into the Contract, the Purchaser shall pay the amount of $ (amount 5%) on entering into the Contract and the balance of deposit being $ (amount 5%) upon the date for completion of this Contract or on lawful termination by the Vendor.

Tenancy

14. In the event that the Contract provides for vacant possession to be provided on completion, the Vendor may prior to completion rent the property to a tenant upon terms in accordance with a Residential Tenancy at a rent determined by the Vendor provided that such Residential Tenancy shall be for no more than 6 months. The Purchaser shall accept such tenancy on completion and shall not raise any requisition, objection nor delay settlement in respect thereof.

In the event that the contract provides that such is subject to a tenancy as

specified the Purchaser shall not rescind, raise any objections or requisitions, claim for compensation, terminate or delay settlement in the event that such or any tenancy is not available at the date of completion.

Furniture and Inclusions

15. The Purchaser agrees that he purchases the subject property together with all items listed as inclusions. The Purchaser accepts the items in their present condition and state or repair and must not make any objection, requisition, claim for compensation or delay completion of this contract if on or before completion, any particular items is missing, stolen, damaged or not in proper working order.

Credit Code

16 The Purchaser acknowledge that the Vendor has entered into this contract on the Purchaser's warranty that:

(a) the Purchaser does not require credit in order to pay for the Property; or

(b) if the Purchaser requires credit in order to pay for the Property the Purchaser has obtained such credit on reasonable terms prior to the date of this contract.

The purchase shall not have any right to terminate this Contract by virtue of any non-availability of credit.

Compensation to Vendor's legal cost

17 (a) If a Notice to Complete is issued by the Vendor pursuant to Special Condition 3 of this Contract, the Purchaser must pay to the Vendor in addition to the interest payable under Special Condition 4, the sum of two hundred twenty ($220.00 dollars to cover additional legal costs and other expenses incurred by the vendor as a consequence of the Vendor's solicitor having to issue a Notice to Complete. The Purchaser acknowledges that the sum of two hundred twenty ($220.00) dollars is reasonable and it is an essential term of this Contract that such amount be paid on or before completion.

(b) In the event that the Vendor has arranged settlement and settlement is cancelled by the Purchaser, the Purchaser must pay to the Vendor in addition to the Purchase Price the sum of $330.00 inclusive of any GST to cover the legal costs and other expenses of the Vendor arising as a consequence of needing to re-arrange settlement.

(c) In the event that the Purchaser has not served the Transfer at least 14 days before the Completion date the Purchaser shall pay to the Vendor in addition to the Purchaser Price the sum of $165.00 inclusive of GST being the Vendor's solicitor additional legal costs and expenses and the Purchaser agrees that such sum is reasonable.

Condition of Auction

18. The Purchaser acknowledges that in the event the property is sold by auction the following provisions shall apply:

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

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

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

(c) The highest bidder is the Purchaser, subject to the reserve price.

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

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

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

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

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

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

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

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

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

Land tax

19. Notwithstanding the provisions of Condition 14.4, the parties must adjust Land Tax and/or Land Tax Surcharge on completion at the rate or amount of Land Tax and/or Land Tax Surcharge paid or payable by the Vendor for the current

Land Tax year.

Goods and Services Tax

20. Notwithstanding anything herein contained the parties acknowledge that the purchase price has been determined exclusive of GST (as defined in the statute A New Tax System (Goods and Services Tax 1999) – "the GST Act").

If payment of the purchase price or any part thereof constitutes the consideration for a Taxable Supply (as defined in the GST Act), then the amount of GST payable in respect of that Taxable Supply must be paid by the Purchaser to the Vendor simultaneously with payment of the balance of the purchase price.

If the amount of GST payable is not capable of determination as at the date of payment of the balance of the purchase price, then the Purchaser must pay to the Vendor an amount equal to the Vendor's reasonable estimate of the GST, on terms that if the estimate is in excess of the GST actually payable then the Vendor will make an appropriate refund to the Purchaser and if the estimate is less than the GST actually payable then the Purchaser must forthwith pay the deficiency to the Vendor.

The Vendor must provide the Purchaser with a tax invoice (as defined in the GST Act) in respect of the GST payment made by the Purchaser.

This provision shall not merge in or be extinguished on completion of this Contract.

Breach of Statutory Warranty by Vendor

21. (1) The Purchaser warrants that all pages of all documents required to be included in this Contract by *Conveyancing (Sale of Land) Regulation 2017* have been included.

(2) If the Purchaser discovers that the Vendor has breached any warranty implied by the *Conveyancing (Sale of Land) Regulation 2017*, the Purchaser must, within 7 days of discovering that breach, notify the Vendor in writing of that breach.

(3) If the Vendor breaches any warranty implied by the *Conveyancing (Sale of Land) Regulation 2017*, the Vendor may, before completion, serve a notice:

(a) specifying the breach;

(b) requesting the Purchaser to serve a notice irrevocably waiving the breach (Waiver); and

(c) indicating that the Vendor intends to rescind this contract if Waiver is not served within 14 days of service of the notice.

(4) The Vendor may rescind if:

(a) the Vendor serves a notice under paragraph (3); and

(b) the Purchaser does not serve the Waiver within the time required under the notice.

(5) If the Purchaser serves a Waiver before the Vendor rescinds under paragraph (4), the Vendor is no longer entitled to rescind under paragraph (4).

(6) The Purchaser has no claim against the Vendor for breach of any warranty implied by the *Conveyancing (Sale of Land) Regulation 2017* other than the right of rescission conferred by that Regulation

DIRECTORS GUARANTEE AND INDEMNITY

I/We
of ("the Guarantors")
being Director(s) of Pty Limited
ACN , in consideration of the Vendor at my/our request entering into this Contract with the Purchaser do hereby jointly and severally guarantee the performance by the Purchaser of the terms of the Contract, including but not limited to the due and punctual payment of all money payable by Purchaser and the performance by the Purchaser of all other terms and conditions of this Contract. The Guarantors agree to indemnify and keep indemnified the Vendor against any loss, damage, or expense suffered or incurred by the Vendor as a result of the Purchaser's breach of this Contract. This guarantee and indemnity is continuing and irrevocable whilst any of the Purchaser's obligations remain outstanding under the Contract and applies to this Contract and any variation of the Contract without the need to obtain the Guarantors consent to any such variation.

Executed for the benefit of the Vendor as a Deed:

SIGNED SEALED AND)
DELIVERED by the **GUARANTOR**)
in the presence of)

_____
Signature of Guarantor

_____ _____
Signature of Witness **Name (Print)**

_____
Name of Witness (Print)

SIGNED SEALED AND)
DELIVERED by the **GUARANTOR**)
in the presence of)

_____
Signature of Guarantor

_____ _____
Signature of Witness **Name (Print)**

_____
Name of Witness (Print)

LAND REGISTRY SERVICES **Title Search** InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/739645

SEARCH DATE	TIME	EDITION NO	DATE
27/1/2021	10:54 AM	4	8/9/2018

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

LAND

LOT 1 IN DEPOSITED PLAN 739645
AT KINGSFORD
LOCAL GOVERNMENT AREA RANDWICK
PARISH OF BOTANY COUNTY OF CUMBERLAND
TITLE DIAGRAM DP739645

FIRST SCHEDULE

KOON HUAT TEONG (T AK708390)

SECOND SCHEDULE (5 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 B720012 COVENANT
3 B794124 COVENANT VARIATION OF COVENANT B720012
4 W757740 CROSS EASEMENTS (S181 B CONVEYANCING ACT, 1919) AFFECTING THE PARTY WALL(S) SHOWN ON THE COMMON BOUNDARY OF LOTS 1 & 2 IN DP739645
5 AK708391 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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

Copyright © Office of the Registrar-General 2021

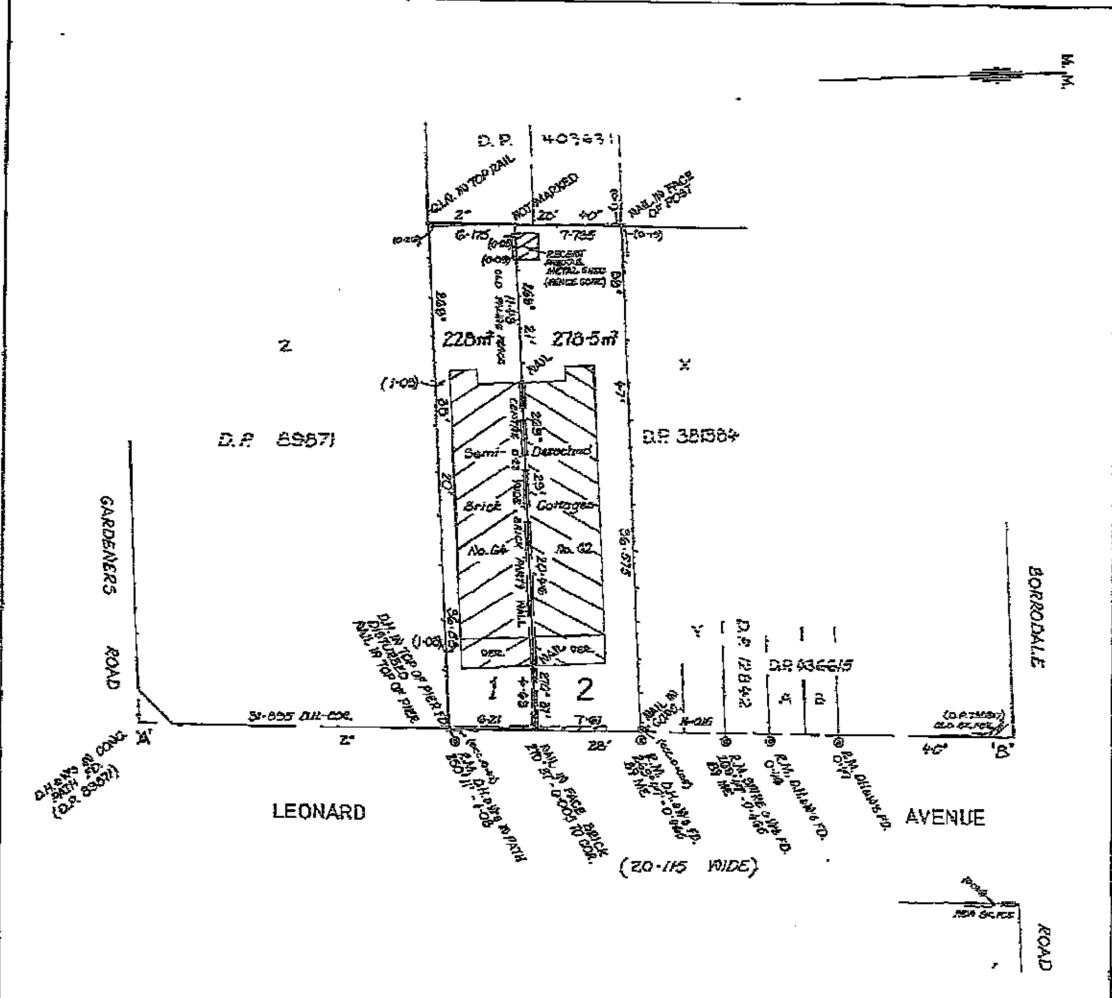
Received: 27/01/2021 10:54:52

PLAN FORM 2

Signatures and seals only.

Plan Drawing only to appear in this space

* OFFICE USE ONLY



Marguerite

Council Clerk's Certificate

*Delete if inapplicable.

MPD

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

D.P. 739645	
Registered	MC 4-2-1987
C.S.C.	
Title System:	TORRENS
Purpose:	SUBDIVISION
Ref. Map:	U1837-12
Last Plan:	D.P. 12842

PLAN OF SUBDIVISION OF LOT C1 D.P. 12842

Reduction Ratio 1: 200
Lengths are in metres.

Municipality	RANDWICK
Locality:	KINGSFORD
Parish:	BOTANY
County:	CUMBERLAND

I, MICHAEL DOMINIC DORNING of 194 CHUTER AVE, SANS SOUCI a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate and has been made in accordance with the Survey Practice Regulations, 1933, and was completed on 28th October 1986.

Signature: [signature]

Panel for use only for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restrictions as to user.

SURVEYOR'S REFERENCE: 86/667

D.P. 739645

N	O	O	2	A	I	A

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 5th February, 1987

Req:R401389 /Doc:DL B720012 /Rev:28-May-2010 /Sts:SC.OK /Pgs:ALL /Prt:22-Mar-2016 14:51 /Seq:1 of 2
Ref:Adam /Src:T

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

B720012A

B720012

s must not be dis[illegible] transfer)

We Charles Ingram Lorraman and Walter Berney Buzacott both of Sydney in the State of New South Wales accountants (herein called transferors) being registered as the proprietor of an estate in fee simple as joint tenants in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of Ten shillings (the receipt whereof is hereby acknowledged) paid to us by Dudleys Kensington Golf Links Estate Limited and in consideration of £220 paid to the said Dudleys Kensington Golf Links Estate Limited by Philomena Gladys Coulson of South Kensington married woman (the receipt whereof we hereby acknowledge) and in consideration of £220 paid to the said Philomena Gladys Coulson by Edward Thomas Rigney and Claude Robert Rigney both of Coogee near Sydney Builders (herein called transferees) we hereby transfer to the said transferees the said Dudleys Kensington Golf Links Estate Limited and Philomena Gladys Coulson as tenants in common ALL such our estate and interest in ALL THE land mentioned in the schedule following:—

(a) County.	Parish.	State if Whole or Part.	Vol.	Fol.
Cumberland	Botany	part and being Lot 61 as shown on Deposited Plan No 12842	3937	156

And the ~~transferee covenants with the transferor~~ said Edward Thomas Rigney and Claude Robert Rigney hereby for themselves and their assigns covenant with Dudleys Kensington Golf Links Estate Limited its successors and assigns and the transferors as follows:
1. That they walls of any main building to be erected on the said land shall be of brick or stone substantially and other materials to be approved by the said Company and the transferors and that the roofs shall be of slate or tiles or slate and tiles or other materials to be approved by the said Company and the transferors and that no such main building shall cost less than Six Hundred and fifty pounds and unless fronting Carawatta Road be used for any purpose other than that of a residence or erected further eighteen feet from the street alignment.
2. That the land comprised in this covenant is the whole of the land comprised in Deposited Plans Nos 10772, 11592, 11693 and 12842 other than the land hereby transferred.
3. The Land Subject to the Covenant of this covenant is that hereby transferred.
4. That this Covenant or any part thereof may be released varied or modified at the discretion of Dudleys Kensington Golf Links Estate Limited and the transferors

ENCUMBRANCES, &c., REFERRED TO.

Nil.

Signed at Sydney the 2nd day of September 1928

Signed by the Transferor Charles Ingram Lorraman by his attorney Walter Berney Buzacott

Signed by the Transferor Walter Berney Buzacott

Personally Known to me

Clerk to Septimus B. Rowe & Co., Solicitors, Sydney.

Signed in my presence by the transferor Walter Berney Buzacott

WHO IS PERSONALLY KNOWN TO ME

Clerk to Septimus B. Rowe & Co., Solicitors, Sydney.

Walter B. Buzacott
Transferor *

THE COMMON SEAL OF DUDLEYS KENSINGTON GOLF LINES ESTATE LIMITED was hereto affixed by the Right John [illegible] the Director whose name is set opposite hereto in the presence of:-

[illegible] Secretary.

Dudleys Kensington Golf Links Estate Limited

Philomena Gladys Coulson

Signed in my presence by the said Philomena Gladys Coulson who is personally known to me

[illegible] Solicitor, Sydney.

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWT TO ME

[illegible] J.P.

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

Edward Thomas Rigney
Claude Robert Rigney
Transferees.

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50 also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

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.

b two or more, state ther as joint tenants or tuits in common.

ll the references cannot conveniently inserted, a st of annexures (obtainable L.T.O.) may be added. y annexure must be signed the parties and their signatures witnessed, ne references will suffice if whole land in the grant or tificate be transferred. part only add " and being sec. D.P. " or ning the land shown in plan annexed hereto," or ning the residue of the d in certificate (or grant) ntered Vol. Fol. ere the consent of the al council is required to subdivision the certificate l plan mentioned in L.G. Act, 1919, should ompany the transfer.

ike out if unnecessary, tenants should comply h Section 89 of the nveyancing Act, 1919, re also should be set forth right-of-way or easement exception. y provision in addition to modification of the mants implied by the may also be inserted.

ery short note will suffice.

xecuted within the State, a instrument should be ned or acknowledged before Registrar-General, or uty Registrar-General, or Notary Public, a J.P., or missioner for Affidavits, whom the Transferor is own, otherwise the attest- witness must appear ore one of the above fune- naries to make a declara- n in the annexed form. to instruments executed owhere, see page 2.

peat attestation if ecessary.

the Transferor or Trans- ree signs by a mark, the station must state " that instrument was read over d explained to him, and it he appeared fully to derstand the same."

Req:R401399 /Doc:DL B720012 /Rev:28-May-2010 /Sts:SC.OK /Pgs:ALL /Prt:22-Mar-2016 14:51 /Seq:2 of 2
Ref:Adam /Src:T

Cattlecreek Creek

CONSENT OF MORTGAGEE.

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

Dated at ....., this ..... day of ..... 192 .

Signed in my presence by ..... who is personally known to me. } Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.[i]

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

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. 3511 Miscellaneous Register, under the authority of which he has just executed the within transfer.[j]

Signed at Sydney the 2nd day of September 1928.

Signed at the place and on the date above-mentioned, in the presence of .....

[i] This form is not appropriate in case delegation under the Trustees Delegation Powers Act, 1925, the Execution of (War Facilities) Act, 1917.

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

FORM OF DECLARATION BY ATTESTING WITNESS.[k]

Appeared before me at ....., the ..... day of ....., one thousand nine hundred and twenty, 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.

[k] May be made before either Registrar-General, Deputy Registrar-General, Notary Public, J.P., Commissioner for Affidavits. Not required if the instrument itself is made or acknowledged before one of these parties.

MEMORANDUM OF TRANSFER of

Acres ..... roods 2.0 ..... perches.

Lot C in D.P. 12842

(Subject to Covenant)

~~Shire~~ Municipality Randwick

Parish Botany County .....

Edward Thomas Rigney } joint tenants
Claude Robert Rigney } Transferees

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Rapid Steps, M'Egan, etc.

Particulars entered in Register Book, Vol. 3437 Fol. 156

the 27th day of September 1928,
at — minutes 4 o'clock in the afternoon.

Registrar General

B 720012

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch ...		
Received from Records		1929
Draft written		4-9.
Draft examined		4-9-29
Diagram prepared ...		25-9-28
Diagram examined ...		26-9-28
Draft forwarded ...		26-9-28
Supt. of Engrossers	30 OCT 1928	
Cancellation Clerk ...		

Vol. 4199 Fol. 145

Diagram Fees		
Additional Folios ...		

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

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

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

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and £1 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be £3. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferror may take out a new Certificate for the residue.

8440st

Req:R401400 /Doc:DL B794124 /Rev:17-Mar-1997 /Sts:OK.OK /Pgs:ALL /Prt:22-Mar-2016 14:51 /Seq:1 of 4
Ref:Adam /Src:T

MAR 14 12 55 PM

3794128

Fees:—
Lodgment 1.0.0
Endorsements 1.0.0
Total 1.10.0

New South Wales.

MEMORANDUM OF MORTGAGE.

REAL PROPERTY ACT, 1900.

I, JOSEPH JAMES of Dunclift Cessnock, Railway Employee

(hereinafter called Mortgagor) being registered, or entitled to be 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 by memoranda underwritten or endorsed hereon,—in consideration of FOUR HUNDRED

pounds (£ 400.0.0) lent to the Mortgagor by CLARA ANNIE DODD of Cremorne - Widow

(hereinafter called Mortgagee) the receipt whereof the Mortgagor hereby acknowledges do for the purpose of securing to the Mortgagee the payment in manner hereinafter mentioned of the said principal sum and interest thereon hereby mortgage to the Mortgagee All the Mortgagor's estate and interest, as such registered proprietor aforesaid, in ALL THAT piece of land comprised in the Crown Grants or Certificates of Title mentioned in the Schedule following—

County	Parish	Whole or part	Volume	Folio
Cumberland	St. George	The Whole Certificate of Title	2673	162

and for the consideration aforesaid the Mortgagor doth hereby covenant with the Mortgagee as follows:—

1.—That the Mortgagor will pay to the Mortgagee the sum of Four hundred pounds (£ 400.0.0) or so much thereof as shall for the time being remain due and owing on the 8th day of February March one thousand nine hundred and thirty two

2.—That the Mortgagor will pay interest on the said sum at the rate of Ten pounds (£ 10.0.0) shillings (£ 0.0.0) by the year as follows, namely, by equal quarterly payments on the 8th day of the months of March June September and December in each and every year until the said principal sum of Four hundred pounds (£ 400.0.0) shall be fully paid and satisfied, the first of such payments to be made on the 8th day of June next, computed from the 8th day of March one thousand nine hundred and thirty two provided always, and it is hereby agreed and declared, that if the Mortgagor shall on every day on which interest is hereinbefore made payable under this security, or within fourteen days after each of such days respectively, pay to the Mortgagee , interest for the said sum of Four hundred pounds (£ 400.0.0) or for so much thereof as shall for the time being remain due and owing at the rate of Eight pounds shillings (£ 8.0.0) per centum per annum, and shall also duly observe and perform all and every the covenants, conditions and agreements on the Mortgagor's part herein contained or implied, then and in such case the Mortgagee shall accept interest for the said sum of Four hundred pounds (£ 400.0.0), or for so much thereof as shall for the time being remain unpaid at the rate of Eight pounds shillings (£ 8.0.0) per centum per annum in lieu of Ten pounds shillings (£ 10.0.0) per centum per annum for every quarter for which such interest shall be paid to the Mortgagee within such fourteen days as aforesaid.

3.—That the Mortgagor will insure and keep insured all buildings now or hereafter erected on the said premises in the name of the Mortgagee in the full insurable value thereof in some insurance office nominated by the Mortgagee and that in the event of loss the sum recoverable on account of such insurance shall be applicable either in or towards repair or rebuilding or in or towards repayment of the mortgage debt at the option of the Mortgagee, and the Mortgagor will hand the policy or policies evidencing such insurance and all receipts for premiums paid and other usual evidences of insurance to the Mortgagee immediately upon the same thereof.

4.—That the Mortgagor will during the continuance of this security, whether the Mortgagee shall or shall not have entered upon and taken possession of the said mortgaged property make such repairs as may be necessary for keeping the messuages and buildings now or hereafter to be erected on the land hereby mortgaged in good tenantable repair, order and condition, and pay all rates, taxes, charges, outgoings and assessments (including any Federal or State land or property tax) that may now or at any time be or become payable or become chargeable or be assessed or become due upon or in respect of the

said mortgaged property or any part thereof, under or in pursuance of the provisions of any Statute Act or Ordinance, or any regulations thereunder now in force or that may come into operation during the continuance of this security, and will at all times indemnify and keep indemnified the Mortgagee from the payment of such rates, taxes, charges, outgoings and assessments, and that the Mortgagee shall at all times during the continuance of this security be at liberty with or without surveyors or others to enter into and upon the said mortgaged property, and view and inspect the state of repair of the buildings and improvements thereon.

5.—That in case the Mortgagor shall at any time fail to keep the said mortgaged property so insured and in good tenantable repair, order and condition, or to pay such rates, taxes, charges, outgoings and assessments as aforesaid, it shall be lawful for, but not obligatory upon, the Mortgagee to effect and maintain such insurance, repairs and order and to pay such rates, taxes, charges, outgoings and assessments as the case may be, and all moneys or payments so expended or made shall be repayable by the Mortgagor upon demand, and be deemed principal moneys covered by this security, and shall carry interest until such repayment at the rate of Ten pounds ten shillings (£ 10.0.0) per centum per annum.

6.—That in addition to all costs and expenses which the Mortgagor may be liable at law or in equity to pay in respect of this security or otherwise in relation thereto, the Mortgagor will upon demand pay all costs and expenses incurred by the Mortgagee in consequence of any default in payment of any principal, interest, or other moneys covered by this security, all at which costs and expenses shall from the time of payment or expenditure thereof respectively until repaid to the Mortgagee by the Mortgagor , be deemed principal moneys covered by this security and shall carry interest accordingly.

7.—And the Mortgagor hereby agrees and declares that upon default being made in payment at the respective times and in the manner hereinbefore mentioned of the sum of Four hundred pounds (£400.0.0), or any part thereof or of the interest thereon or any part thereof, or upon default being made in the observance or performance of any of the covenants, agreements or conditions herein contained or implied by the "Real Property Act, 1900," or the Conveyancing Act, 1919, or any amendments thereof, or substitution therefor, or consolidation thereof, or if the Mortgagor shall assign his estate or the said premises hereby mortgaged to any person or persons for the benefit of any creditor, or if his estate shall be sequestrated as bankrupt, the Mortgagee and his attorney or attorneys, shall (notwithstanding any anticipation, waiver or waiver of the right to exercise all or any of such powers in any former possession) immediately be at liberty to exercise any of the powers of a Mortgagee under the "Real Property Act, 1900," or the Conveyancing Act, 1919, or any amendment thereof, or substitution therefor, or consolidation thereof, and as between the Mortgagor or his executors administrators or assigns, and all persons whomsoever dealing with or accepting title under the Mortgagee , it shall be lawful for and the Mortgagor does hereby authorise the Mortgagee and his executors, administrators, and attorney or attorneys to enter into possession and management of the said mortgaged property, or any part thereof, and to make any lease or leases thereof, or of any part thereof, either with or without an option of purchase, and to exercise any of the powers of sale, entry, distress, ejectment, foreclosure and every other power vested in Mortgagees, under the "Real Property Act, 1900," or the Conveyancing Act, 1919, or any amendments thereof or substitution therefor or consolidation thereof in respect of the property hereby mortgaged and every part thereof immediately upon or at any time after default as hereinbefore mentioned without the necessity of giving the Mortgagor or his executors, administrators, or assigns, any notice or notices whatsoever as required by the said Act, or any amendment, or consolidation thereof, or substitution therefor, or otherwise previously to exercising any of such powers. And the Mortgagor hereby agrees that if at any time default shall be made in the due payment of the interest on any of the days when the same, respectively, shall become payable or in the observance or performance of the covenants conditions or agreements herein contained, or any of them, then the principal money hereby secured shall immediately fall due, and the Mortgagor will thereupon pay the same on demand and it shall be lawful for the Mortgagee (whether the power of sale or any other power has been exercised or not) to sue for, recover, and receive as and for a debt due under covenant not only such interest as may be due as aforesaid but also the principal sum hereby secured as if there had been a default in the payment thereof, although the time for payment of the same shall not have arrived.

8.—That upon sale or lease as aforesaid the mortgaged property or any part thereof may be sold or leased together with other land in mortgage from the Mortgagor to the Mortgagee , whether under "The Real Property Act, 1900," or any amendment thereof, or substitution therefor, or consolidation thereof, or under the general law, by one contract and at one price or at one rent or in any other manner that the Mortgagee may deem expedient.

9.—That upon the sale, under the power of sale hereinbefore contained, the Mortgagee shall be at liberty to allow a purchaser any time for payment of the whole or any part of the purchase money with or without interest, and either with or without security therefor.

10.—That in applying the purchase money towards satisfaction of the moneys for the time being owing on the security hereof the Mortgagee or his executors, administrators, or assigns shall be credited only with so much of the said moneys available for that purpose as shall be received in cash by the Mortgagee , such credit to date from the time of such receipt and all purchase moneys left outstanding on credit or otherwise shall until actually received by the Mortgagee in cash, be deemed a continuing unsatisfied part of the principal moneys hereby secured, and carry interest accordingly, provided that any interest paid by the purchaser shall be set off *pro tanto* against the interest hereby secured.

11.—And the Mortgagor hereby irrevocably appoints the Mortgagee, his attorney with full power for the Mortgagor and on his behalf and that of his executors, administrators, or assigns immediately on or at any time after default in payment of the moneys hereby secured or in observance or performance of the covenants, conditions, or agreements herein contained, or any of them, and without giving the Mortgagor or his executors, administrators, or assigns any notice whatever to lease the whole or any part of the mortgaged property, either with or without an option of purchase, for such period or periods upon such terms and conditions as the Mortgagee shall think fit, without any eviction or interruption by the Mortgagor or any person whomsoever, and to accept surrenders and make concessions to or compromise with tenants upon terms or gratuitously otherwise with respect to such tenancies to have all the powers of an absolute owner.

12.—That the Mortgagee shall, so long as any moneys shall remain due and owing on this security, have and retain possession of the said Certificate of title to the said mortgaged property and of any Certificates of Title to be hereafter issued in substitution thereof, whether to a purchaser of the equity of redemption or otherwise.

13.—Any notice required or authorised by this Mortgage shall be sufficiently served if service is effected in any one of the modes prescribed by Section 170 of the Conveyancing Act, 1919.

14.—That should the principal sum hereby secured at any time hereafter become merged in a judgment debt, the same shall carry interest at a rate of not less than Ten pounds shillings per centum per annum.

15.—That the powers conferred on a Mortgagee by the Conveyancing Act, 1919, shall be in augmentation of the powers conferred by the "Real Property Act, 1900," or herein mentioned and shall be exercisable by the Mortgagee immediately or at any time after any default by the Mortgagor hereunder without any notice or expiration of time under either of those Acts being necessary, but the Mortgagor shall not be entitled to exercise the power of leasing conferred by Section 105 of the Conveyancing Act, 1919, and subsections 5, 6, 7, and 8 of that Section shall not apply to any lease by the Mortgagee hereunder.

16.—In the construction of a covenant or proviso or other provisions contained or implied in these presents or any collateral agreement words importing the singular or plural number or the masculine gender shall be read as also importing and including the plural or singular number and the feminine or neuter gender as the case may require and a covenant proviso or provision in which more persons than one, covenant agree or appoint or are deemed to covenant agree or appoint shall be deemed to bind and extend to such persons or any two or greater number of them jointly and each of them severally and whenever a corporation shall be a party hereto either as Mortgagor or Mortgagee the words "Mortgagor" or "Mortgagee" or "Person" whenever herein used shall be deemed to include such corporation its successors assigns and transferees.

17.—Notwithstanding anything contained in any present or future Federal or State Law or Regulation postponing payment of money or reducing rates of interest the Mortgagee's rights, powers, and remedies whether expressed or implied shall be exercisable and enforceable against the Mortgagor.

Req:R401400 /Doc:DL B794124 /Rev:17-Mar-1997 /Sts:OK.OK /Pgs:ALL /Prt:22-Mar-2016 14:51 /Seq:3 of 4
Ref:Adam /Src:T

MEMORANDUM OF PRIOR ENCUMBRANCES, &c., REFERRED TO.

RESERVATIONS AND CONDITIONS IN CROWN GRANTS.

Subject to Notification on said Certificate of Title.

IN WITNESS whereof the Mortgagor has hereunto subscribed his name at Bexley
8th day of March in the year of our Lord one thousand nine hundred and twenty nine.

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

Frederick Hunter
Conveyancer
Sydney

Joseph James
Mortgagor.

Accepted and I hereby certify this Mortgage to be
correct for the purposes of the Real Property Act, 1900.

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

CLARA ANNIE DODD whose signature cannot be procured without difficulty and delay by her solicitor.

Mortgagee.

Req:R401400 /Doc:DL B794124 /Rev:17-Mar-1997 /Sts:OK.OK /Pgs:ALL /Prt:22-Mar-2016 14:51 /Seq:4 of 4
Ref:Adam /Src:T

B794128

No. Mortgage of

Lodged by

GOLDSBROUGH, KING and RICHARDS,
Solicitors,
126 Pitt Street, Sydney.

19¾ Pers.
Lot 19. D.P. 4348.
at Arncliffe.
(Edward St
Mum Rockdale.

J. James
Clara Annie Dodd

Mortgagor.

Mortgagee.

DISCHARGED Vide B 7834
Dated 4th April 1941
REGISTRAR GENERAL.

Particulars entered in the Register Book
Vol. 2643 Folio 162

the 14th day of March 19 37.
at Thirty-two o'clock in the after noon.

Registrar General.

Lodged by

FORM OF DISCHARGE

Received from the within-named Mortgagor this ..... day of ..... 193 , all the Monies owing under the within Mortgage being in full satisfaction and discharge of the within obligation.

Signed in my presence by

who is personally known to me

.....
Mortgagee.

G.S.S. (1M) 5/9/35.

Req:R401398 /Doc:DL W757740 /Rev:24-Sep-2010 /Sts:OK.SC /Pgs:ALL /Prt:22-Mar-2016 14:51 /Seq:1 of 1
Ref:Adam /Src:T

STAMP DUTY [redacted]

W757740

TRANSFER

REAL PROPERTY ACT, 1908

T

CT 1 of 1 ✓

$ 37

R1/1

Torrens Title Reference	If Part Only, Delete Whole and Give Details	Location
CERTIFICATE OF TITLE FOLIO IDENTIFIER 1/739645	WHOLE	KINGSFORD

DESCRIPTION OF LAND Note (a)

TRANSFEROR Note (b)

MARY GEORGE ECATERINIS of 11A Shepherd Street, Maroubra

ESTATE Note (c)

(the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of $ 85,000.00 and transfers an estate in fee simple in the land above described to the TRANSFEREE

TRANSFEREE Note (d)

MARY JOULIANOS of 11 Shepherd Street, Maroubra, Quality Controller

OFFICE USE ONLY

C

TENANCY Note (e)

as joint tenants/tenants in common

PRIOR ENCUMBRANCES Note (f)

subject to the following PRIOR ENCUMBRANCES 1. ..... 2. ..... 3. .....

DATE 24th December 1986

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

EXECUTION Note (g)

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

..... Signature of Witness

P A BUSHBY Name of Witness (BLOCK LETTERS)

..... Address and occupation of Witness

..... Signature of Transferor

Note (g)

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

..... Signature of Witness

P A BUSHBY Name of Witness (BLOCK LETTERS)

..... Address and occupation of Witness

..... Signature of Transferee

TO BE COMPLETED BY LODGING PARTY Notes (h) and (i)

LODGED BY HAROLD R. BUSHBY & CO, SOLICITORS, 830 ANZAC PARADE, MAROUBRA. 2035 D.X. 639 SYDNEY

Delivery Box Number 157N

LOCATION OF DOCUMENTS	CT	OTHER
Herewith	1	
In L.T.O. with		
Produced by		

OFFICE USE ONLY

Checked	Passed	REGISTERED - -19
Signed	Extra Fee	19 FEB 1987

Secondary Directions		
Delivery Directions	CT	LP

Randwick City Council
a sense of community

Randwick City Council
30 Frances Street
Randwick NSW 2031
ABN: 77 362 844 121

Phone 1300 722 542
Fax (02) 9319 1510
council@randwick.nsw.gov.au
www.randwick.nsw.gov.au

Find us on:

PLANNING CERTIFICATE

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

InfoTrack Pty Ltd
DX 578
SYDNEY NSW

Description of land: **Lot 1 DP 739645**

Address: **64 Leonard Avenue, KINGSFORD NSW 2032**

Date of Certificate: 28 January 2021
Certificate No: 56495
Receipt No: 4699133
Amount: $133.00
Reference: 2116781:57425

This planning certificate should be read in conjunction with the **Randwick City Council Local Environmental Plan 2012.** This is available on the NSW Legislation website at https://www.legislation.nsw.gov.au/#/view/EPI/2013/36

The land to which this planning certificate relates, being the lot or one of the lots described in the application made for this certificate, is shown in the Council's record as being situated at the "Address" stated above. The legal "description of land" (by lot(s) and DP/SP numbers) is obtained from NSW Land Registry Services. It is the responsibility of the applicant to enquire and confirm with NSW Land Registry Services the accuracy of the lot(s) and DP/SP numbers pertaining to the land for which application is made for the certificate.

There is more information about some property conditions than is included on this property certificate.

If this case, after the condition text, there is a URL and a square bar code or 'QR code' which provides the address of a page on the Randwick City Council website.
You will need internet access and either:

*1. **Download a QR code scanner** app to your phone and scan the QR code*
or
*2. **Type the URL** into your internet browser*

Randwick City Council
a sense of community

PLANNING CERTIFICATE

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

INFORMATION PROVIDED UNDER SECTION 10.7 (2)

In accordance with the requirements of section 10.7 of the Environmental Planning and Assessment Act 1979 (as amended), the following prescribed matters relate to the land as at the date of this certificate. The information provided in reference to the prescribed matters has been obtained from Council's records and/or from other authorities/government department. Council provides the information in good faith but disclaims all liability for any omission or inaccuracy. Specific inquiry should be made where doubt exists as to the accuracy of the information so provided.

1 Names of relevant planning instruments and DCPs

(1) The name of each environmental planning instrument that applies to the carrying out of development on the land.

Randwick Local Environmental Plan (LEP) 2012, and relevant State Environmental Planning Policies (SEPPs) apply to the land.

- **SEPP No. 19** - Bushland in Urban Areas
- **SEPP No. 21** - Caravan Parks
- **SEPP No. 33** - Hazardous and Offensive Development
- **SEPP No. 55** - Remediation of Land
- **SEPP No. 64** - Advertising and Signage
- **SEPP No. 65** - Design Quality of Residential Flat Development
- **SEPP No. 70** - Affordable Housing
- **SEPP** - (Affordable Rental Housing) 2009
- **SEPP** - BASIX (Building Sustainability Index) 2004
- **SEPP** - (Coastal Management) 2018
- **SEPP** - (Concurrence) 2018
- **SEPP** - (Educational Establishments and Child Care Facilities) 2017
- **SEPP** - (Exempt and Complying Development Codes) 2008
- **SEPP** - (Housing for Seniors or People with a Disability) 2004
- **SEPP** - (Infrastructure) 2007
- **SEPP** - (Mining, Petroleum Production and Extractive Industries) 2007
- **SEPP** - (Miscellaneous Consent Provisions) 2007
- **SEPP** - (State and Regional Development) 2011
- **SEPP** - (State Significant Precincts) 2005
- **SEPP** - (Three Ports) 2013
- **SEPP** - (Vegetation in Non-Rural Areas) 2017

Note: Any questions regarding State Environmental Planning Policies and Regional Environmental Plans should also be directed to the Department of Planning & Infrastructure (02) 9228 6111 or www.planning.nsw.gov.au.

Local Environmental Plan (LEP) Gazetted 15 February 2013

- **Randwick LEP 2012 (Amendment No1) - Gazetted 21 November 2014**
  Applies to part of Royal Randwick Racecourse (identified as "Area A" on the LEP Additional Permitted Uses Map). Permits additional uses of hotel or motel accommodation, serviced apartments and function centres with development consent.

- **Randwick LEP 2012 (Amendment No2) - Gazetted 2 April 2015**
  Applies to land at Young Street Randwick – Inglis Newmarket Site (shown as Area 1 on the LEP Key Sites Map). Amendment to planning controls, including zoning, height of buildings, heritage items and heritage area, FSR (subject to new Clause 6.16) and inclusion of the site as a Key Site.

- **Randwick LEP 2012 (Amendment No3) - Gazetted 15 July 2016**
  Amends Schedule 1 to include 'childcare centre' as an additional permitted use (with development consent) at 270 Malabar Road, Maroubra (Lot 3821, DP 752015).

- **Randwick LEP 2012 (Amendment No4) - Gazetted 25 January 2018**
  Applies to part of the land at 1T Romani Way, MATRAVILLE (Lot 1 DP 107189). Amendment to planning controls, including zoning, height of buildings and FSR.

- **Randwick LEP 2012 (Amendment No5) - Gazetted 17 August 2018**
  Applies to subdivision of dual occupancies (attached) in the Zone R2 Low Density Residential for which development consent was granted before 6 July 2018. Permits development consent to be granted for the Torrens Title or Strata subdivision of a dual occupancy if the development meets certain standards specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

- **Randwick LEP 2012 (Amendment No 6) – Gazetted 22 February 2019**
  Applies to the following land in Coogee, 38 Dudley Street (Lot 17 DP 6489), 40 Dudley Street (Lot 18 DP 6489), 42 Dudley Street (Lot 19 DP 6489), 44 Dudley Street (Lot 20 DP 6489 & Lot 1 DP 952229), 46 Dudley Street (Lot 2 in DP 952229) and 122 Mount Street (Lot 22 DP 6489) by incorporating these properties into the Dudley Street Heritage Conservation Area. Further, 38 Dudley Street (Lot 17 DP 6489), 42 Dudley Street (Lot 19 DP 6489), 44 Dudley Street (Lot 20 DP 6489 & Lot 1 DP 952229) and 122 Mount Street (Lot 22 DP 6489) have been listed as local heritage items in Schedule 5 the Randwick LEP 2012.

- **Randwick LEP 2012 (Amendment No 7) – Gazetted 10 July 2020**
  Applies to the following land in Coogee, 39 Dudley Street (Lot B DP 301192), 41 Dudley Street (Lot C DP 301192) and 148 Brook Street (Lot B DP 305284) which have now been listed as Local Heritage Items in Schedule 5 the Randwick LEP 2012.

- **Randwick LEP 2012 (Amendment No. 8) - Gazetted 14 August 2020**
  Applies to all land located within the Kensington and Kingsford town centres. Amendment to planning controls to include maximum height of buildings, FSR, Non-residential FSR, active street frontages, affordable housing inclusionary zoning, a Community Infrastructure Contribution, design excellence and architectural competition requirements and inclusion of the following land in the B2 Local Centre zone: 7 Addison Street KENSINGTON NSW 2033 (SP 11800), 157 Todman Avenue KENSINGTON NSW 2033 (SP 45348), 16,18 & 20 Barker Street, KENSINGTON NSW 2033 (Lot 1 DP 950767, Lot 1 DP 954209 & SP 65941), 582-584 Anzac Parade KINGSFORD NSW 2032 (Lot 1 DP 516025), 586-592 Anzac Parade KINGSFORD NSW 2033 (Lot 1 DP 942606, Pt Lot 1 DP 949009), 63 Harbourne Road, KINGSFORD NSW 2032 (SP 39850) and 12,14,16 & 18 Rainbow Street KINGSFORD NSW 2032 (Lot 13 DP 6134, SP 45197, Lot 15 DP 6134 & Lot 16 DP 6134).

(2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

- **draft Environment State Environmental Planning Policy (SEPP)**

- **On the 15th of May 2019, Council received a Gateway Determination from the Department of Planning, Industry and Environment with conditions to progress a Planning Proposal to amend Schedule 5 of the Randwick Local Environmental Plan 2012 (RLEP) which relates to Environmental Heritage. Part of the proposal seeks to create a new Heritage Conservation Area (HCA) known as 'Edgecumbe Estate' incorporating properties at 142A to 152 Brook Street, COOGEE, 37 to 41 Dudley Street, COOGEE and 5 Edgecumbe Avenue, COOGEE. The proposal was publicly exhibited from Tuesday 28 May to 25 June 2019 and the proposal is now subject to due process.**

(3) The name of each development control plan that applies to the carrying out of development on the land.

- **Randwick DCP adopted by Council on the 28 May 2013 and came into effect on the 14th of June 2013**

  Provides detailed planning controls and guidance for development applications

- **Amendment to Randwick DCP 2013 Newmarket Green, Randwick (E5)**

  Site-specific DCP controls to supplement Randwick LEP 2012 (Amendment No 2)

- **Amendment to Randwick DCP 2013, Public Notification (A3)**

  Section A3 of the DCP was repealed on the 15 January 2020. The Randwick City Council Community Participation Plan now guides notification requirements previously outlined in Section A3.

- **Amendment to Randwick DCP 2013, Kensington and Kingsford Town Centres (E6)**

  Section E6 of the DCP provides Centre based and site specific DCP controls for land in the Kensington and Kingsford Town Centres .

(4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

2 Zoning and land use under relevant LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described)

(a) The identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2 (a)")

(b) The purposes for which the instrument provides that development may be carried out within the zone without the need for development consent

(c) The purposes for which the instrument provides that development may not be carried out within the zone except with development consent

(d) The purposes for which the instrument provides that development is prohibited within the zone

Zone R2 (Low Density Residential) in Randwick LEP 2012.

1. Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To recognise the desirable elements of the existing streetscape and built form or, in precincts undergoing transition, that contribute to the desired future character of the area.
- To protect the amenity of residents.
- To encourage housing affordability.
- To enable small-scale business uses in existing commercial buildings.

2. Permitted without consent

Home occupations; Recreation areas

3. Permitted with consent

Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Business premises; Centre-based child care facilities; Community facilities; Dual occupancies (attached); Dwelling houses; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Office premises; Oyster Aquaculture; Passenger transport facilities; Places of public worship; Recreation facilities (indoor); Recreation facilities (outdoor); Respite day care centres; Restaurants or cafes; Roads; Semi-detached dwellings; Shops; Tank-based aquaculture

4. Prohibited

Funeral homes; Any other development not specified in item 2 or 3.

(e) Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling - house on the land, and if so, the minimum land dimensions so fixed

The land IS NOT subject to any development standards that fix minimum land dimensions for the erection of a dwelling house.

(f) Whether the land includes or comprises critical habitat

The land DOES NOT include or comprise a critical habitat area under the Threatened Species Conservation Act 1995.

(g) Whether the land is in a conservation area (however described)

The land IS NOT located in a heritage conservation area under the Randwick LEP 2012.

(h) Whether an item of environmental heritage (however described) is situated on the land.

The land IS NOT listed as a heritage item under the Randwick LEP 2012.

The land IS NOT listed on the State Heritage Register under Heritage Act 1977.

2A Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

To the extent that the land is within any zone (however described) under:

(a) Part 3 of the State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP), or

(b) a Precinct Plan (within the meaning of the 2006 SEPP), or

(c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a)–(h) in relation to that land (with a reference to "the instrument" in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

The land IS NOT within any zone (however described) under this planning policy.

3 Complying Development

(1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17.A (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.

(2) extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Housing Code

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

Low Rise Housing Diversity Code

Complying development under the Low Rise Housing Diversity Code **MAY** be carried out on the land.

Rural Housing Code

Complying development under the Rural 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.

General Development Code

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

Commercial and Industrial Alteration Code

Complying development under the Commercial and Industrial Alteration 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.

Container Recycling Facilities Code

Complying Development under the Container Recycling Facilities Code **MAY** be carried out on the land.

Subdivisions Code

Complying development under the Subdivisions 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.

A copy of the Codes SEPP is available at www.planning.nsw.gov.au. For further information please call the Department of Planning, Industry and Environment Centre on Free call 1300 305 695.

Note: To be complying development, the development must meet the General requirements set out in clause 1.18 of the Codes SEPP. Development must also meet all development standards set out in the relevant code.

4 Coastal protection

Whether or not the land is affected by the operation of section 38 or 39 of The Coastal Protection Act 1979, but only to the extent that the council has been so notified by the Department of Services,Technology and Administration.

Council HAS NOT been notified by the Department that the land is affected by the operation of section 38 or 39 of the Coastal Protection Act 1979.

4A Certain information relating to beaches and coasts

(1) Whether an order has been made under Part 4D of the Coastal Protection Act 1979 in relation to emergency coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with.

An order HAS NOT been made under Part 4D of the *Coastal Protection Act 1979* in relation to emergency coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land).

(2) (a) Whether the council has been notified under section 55X of the Coastal Protection Act 1979 that emergency coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and

The council HAS NOT been notified under section 55X of the *Coastal Protection Act 1979* that emergency coastal protection works have been placed on the land (within the meaning of that Act) on the land (or on public land adjacent to that land).

(b) if works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

Not applicable.

(3) (Repealed)

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

Whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Not applicable.

5 Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961.

The land IS NOT proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961.

6 Road widening and road realignment

Whether or not the land is affected by any road widening or road realignment under:

(a) Division 2 of Part 3 of the Roads Act 1993, or

The land IS NOT affected by any road widening or road realignment under Division 2 of Part 3 of the Roads Act 1993.

(b) Any environmental planning instrument, or

The land IS NOT affected by any road widening or road realignment under the provisions of Randwick LEP 2012.

(c) Any resolution of the council.

The land IS NOT affected by any resolution of the Council for any road widening or road realignment.

7 Council and other public authority policies on hazard risk restrictions

Whether or not the land is affected by a policy:

(a) adopted by the council

The land **IS** affected by a policy adopted by the Council as follows:

Contaminated Land Policy. This policy does not specifically identify the subject land (or any other land) as contaminated. The policy does, however, apply to all land in the City of Randwick. The policy requires Council to consider the possibility of land contamination and its implications for any proposed or permissible future uses of the land, including all rezoning, subdivision and development applications. This policy will restrict development of land:

(1) Which is affected by contamination; or
(2) Which has been used for certain purposes; or
(3) In respect of which there is not sufficient information about contamination; or
(4) Which is proposed to be used for certain purposes; or
(5) In other circumstances contained in the policy.

Excluding Councils Contaminated Land Policy, the subject land IS NOT affected by any other council policy relating to hazard risk restrictions.

(b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

The land IS NOT affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the

council that restricts the development of the land because of the likelihood of land slip, bushfire, (other than flooding), tidal inundation, subsidence, acid sulphate soils or any other risk.

7A Flood related development controls information

(1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.

Development on the land subject of this planning certificate for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings **IS** subject to flood related development controls (provided that such development is permissible on the land with or without development consent).

(2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

Development on the land subject of this planning certificate for purposes other than dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings **IS** subject to flood related development controls (provided that such development is permissible on the land with or without development consent).

(3) Words and expressions in this clause have the same meanings as in the Standard Instrument.

The expressions "dwelling houses", "dual occupancies", "multi dwelling housing" and "residential flat buildings" as used in clauses (1) and (2) above have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006 but do not include development for the purposes of group homes or seniors housing.

8 Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act.

The land IS NOT affected by any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 that makes provision in relation to the acquisition of the land by a public authority, as referred to in Section 27 of the Act.

9 Contributions plans

The name of each contributions plan applying to the land.

Randwick City Council Section 7.12 (previously Section 94A) Development Contributions Plan (effective 21 April 2015).

9A Biodiversity certified land

If the land is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016, a statement to that effect.

The land IS NOT biodiversity certified land.

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. (within the meaning of Part 7AA of the Threatened Species Conservation Act 1995).*

10 Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

Council HAS NOT been notified that the land is a biodiversity stewardship site by the Chief Executive of the Office of Environment and Heritage.

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

10A Native vegetation clearing set asides

If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

The land DOES NOT contain a set aside area under section 60ZC of the Local Land Services Act 2013.

11 Bush fire prone land

If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.

If none of the land is bush fire prone land, a statement to that effect.

The land IS NOT bush fire prone land (as defined in the act).

12 Property vegetation plans

If the land is land to which a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).

Council HAS NOT been notified of any property vegetation plan under the Native Vegetation Act 2003 applying to the land.

13 Orders under Trees (Disputes Between Neighbours) Act 2006

Whether an order has been made under Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if the council has been notified of the order).

The land IS NOT land to which an order under Trees (Disputes Between Neighbours) Act 2006 applies.

14 Directions under Part 3A

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.

There IS NOT a direction by the Minister under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument does not have effect.

15 Site compatibility certificates and conditions for seniors housing

If the land is land to which State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 applies:

(a) a statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:
(i) the period for which the certificate is current, and
(ii) that a copy may be obtained from the head office of the Department, and

(b) a statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.

The land IS NOT subject of a current site compatibility certificate (of which the Council is aware) that has been issued under the State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004.

16 Site compatibility certificates for infrastructure

A statement of whether there is a valid site compatibility certificate (of which the council is aware), issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 in respect of proposed development on the land and, if there is a certificate, the statement is to include:
(a) the period for which the certificate is valid, and
(b) that a copy may be obtained from the head office of the Department of Planning.

The land IS NOT subject to a valid site compatibility certificate (of which the Council is aware), issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007.

17 Site compatibility certificates and conditions for affordable rental housing

(1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:
(a) the period for which the certificate is current, and
(b) that a copy may be obtained from the head office of the Department of Planning.
(2) A statement setting out any terms of a kind referred to in clause 17 (1) or 38 (1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.

The land IS NOT subject to a current site compatibility certificate (of which the council is aware) for affordable rental housing.

18 Paper subdivision information

(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.
(2) The date of any subdivision order that applies to the land.
(3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

The land IS NOT land to which a development plan or subdivision order applies.

19 Site verification certificates

A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:

(a) the matter certified by the certificate, and

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

(b) the date on which the certificate ceases to be current (if any), and

(c) that a copy may be obtained from the head office of the Department of Planning and Environment.

The land IS NOT subject to a current site verification certificate (of which the council is aware), in relation to State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

20 Loose-fill asbestos insulation

If the land includes 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, a statement to that effect.

The land DOES NOT 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.

21 Affected building notices and building product rectification orders

(1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land

(2) A statement of:

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

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

(3) In this clause:

Affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.

Building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

The land IS NOT affected by any notice or order within the meaning of the Building Products (Safety) Act 2017.

Contaminated Land Management Act 1997

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

(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

The land IS NOT significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.

(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,

The land IS NOT subject to a management order within the meaning of the Contaminated Land Management Act 1997.

(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued,

The land IS NOT the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.

(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,

The land IS NOT the subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.

(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate,

Council HAS NOT received a copy of a site audit statement, within the meaning of the Contaminated Land Management Act 1997, for this land.

Note. Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the council is provided with a copy of the exemption or authorisation by the Co-ordinator General under that Act.

INFORMATION PROVIDED UNDER SECTION 10.7(5)

NOTE:
Council has no obligation to provide any advice in this planning certificate in response to a request made under s.10.7 (5) of the Act.

If Council does include advice in this planning certificate in response to a s.10.7 (5) request then, as far as practicable on the information available to Council, the advice shall be current as at 12:noon two(2) working days prior to the date of issue of this planning certificate.

Council draws your attention to the fact that if there is an omission or absence of reference in any advice given in this planning certificate, that is or may be relevant to the subject land, that shall not imply that the land is not affected by any matter not mentioned or referred to in this planning certificate.

Council draws your attention to s.10.7(6) of the Act which provides that Council shall not incur any liability in respect of any advice provided in good faith pursuant to s.10.7(5) of the Act.

Additional Relevant Matters

At the date of this certificate, the following relevant matters affecting the land are provided in good faith in accordance with the requirements of Section 10.7(5) of the Environmental Planning and Assessment Act 1979.

Council resolutions to prepare draft Local Environmental Plans

Name of proposed environmental planning instrument that includes a planning proposal for LEP or a draft environmental planning instrument.

- On the 25th February 2020, Council resolved to endorse a draft Local Strategic Planning Statement (LSPS) and a draft Housing Strategy (HS) for the Randwick City Council Local Government Area. Further to this, it was resolved to commence preparation of a planning proposal which gives effect to the planning priorities and actions outlined in Councils LSPS and HS including the recommendation of rezoning requests. For further information, please see the link provided below:

  http://www.randwick.nsw.gov.au/planning-and-building/planning/vision-2040-shaping-randwicks-future

Note: Draft Local Environmental Plans that have yet to be placed on Community Consultation under the Environmental Planning and Assessment Act, 1979.

Terrestrial Biodiversity

The land IS NOT identified and mapped as `Biodiversity' in Randwick LEP 2012.

Foreshore Scenic Protection Areas

The land IS NOT identified and mapped within a Foreshore Scenic Protection Area in Randwick LEP 2012.

Foreshore Area (Foreshore Building Line)

The land IS NOT identified and mapped as "Foreshore Area" within the Randwick LEP 2012 Foreshore Building Line Map.

Licences Under The Water Act 1912

The Property **IS** within the ground water extraction embargo area or the water shortage zone declared under the Water Act 1912.

For more information please see:
www.randwick.nsw.gov.au/149-Groundwater

Aircraft Noise (ANEF)

This property IS NOT affected by aircraft noise levels as measured by the Australian Noise Exposure Forecast (ANEF) identified by Sydney Airport Corporation Limited (SACL), endorsed by Air Services Australia (ASA).

Flood Studies

Council **IS** in possession of a flood study that covers the catchment in which this property is located. The flood study is available for inspection at the Council if required.

For more information please see:

www.randwick.nsw.gov.au/149-Flooding

Residential Parking Schemes

No resident parking permits will be issued for new development or for significant alterations and additions to residential flat buildings that have been determined under Randwick Local Environmental Plan 2012 and Randwick Development Control Plan 2013.

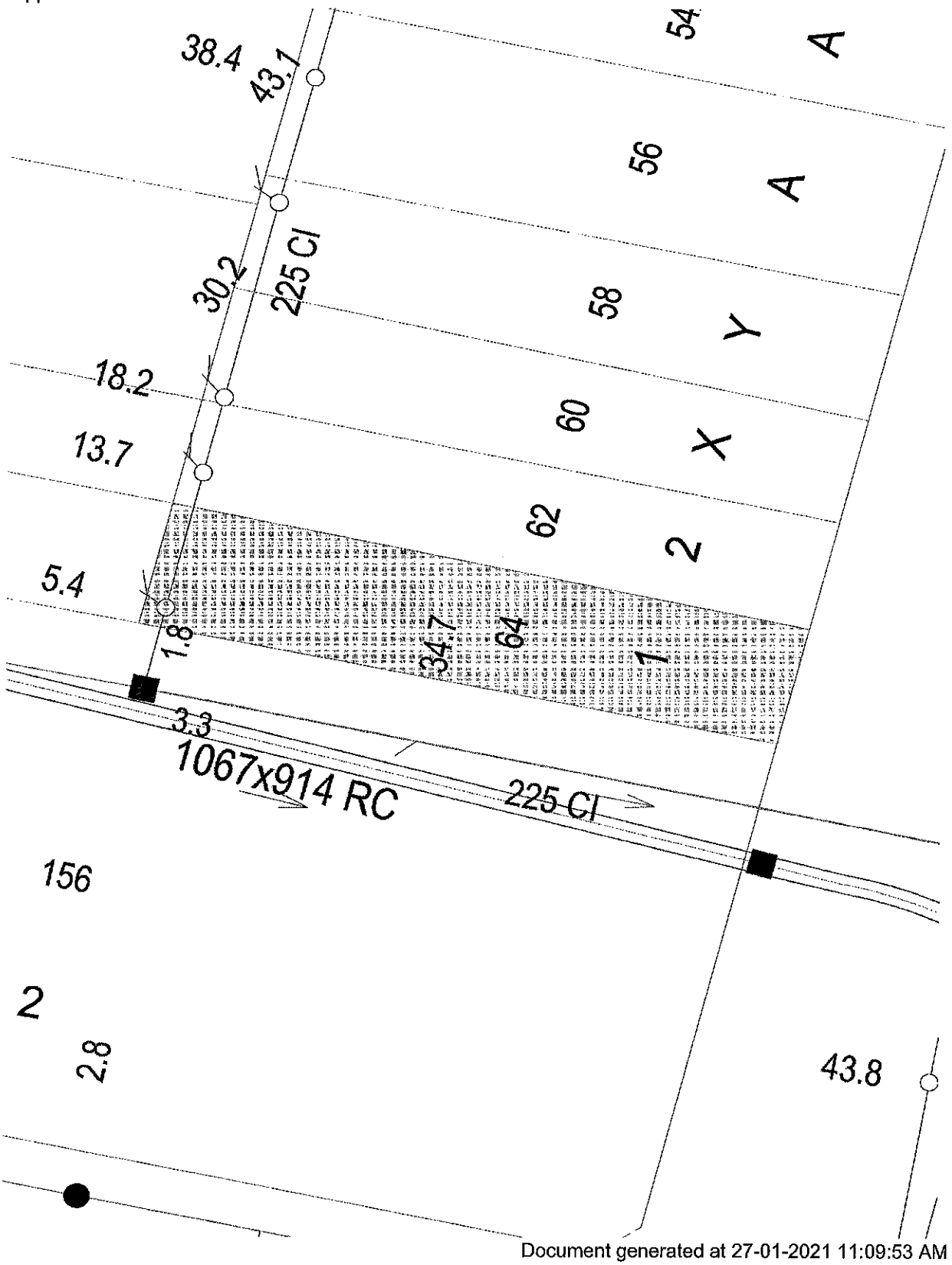
David Ongkili
Acting Manager Strategic Planning
1300 722 542

Date: 28-Jan-2021

Sydney WATER

Service Location Print

Application Number: 8000393798



Document generated at 27-01-2021 11:09:53 AM

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.**

Sydney WATER

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
- Ventshaft EDUCT — VSE
- Ventshaft INDUCT — VS
- Property Connection Point (with chainage to downstream MH) — 10.5
- Concrete Encased Section — Concrete Encased
- Terminal Maintenance Shaft — TMS
- Maintenance Shaft — MS
- Rodding Point — RP
- Lamphole
- Vertical — VERT
- Pumping Station — SPO882
- 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

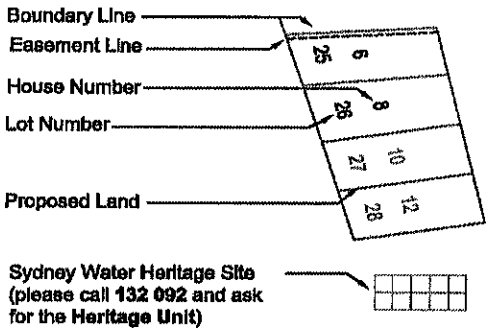
Vacuum Sewer

- 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.**

Sydney WATER

Pipe Types

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

Further Information

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

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

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

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

DIAGRAM OF SANITARY DRAINAGE

Municipality of RANDWICK SEWER AVAILABLE Diagram No. 25706/

SYMBOLS AND ABBREVIATIONS

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

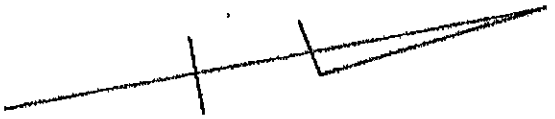
Existing drainage shown by black lines Scale: 40 Feet to an inch Proposed new drainage shown by full blue lines.

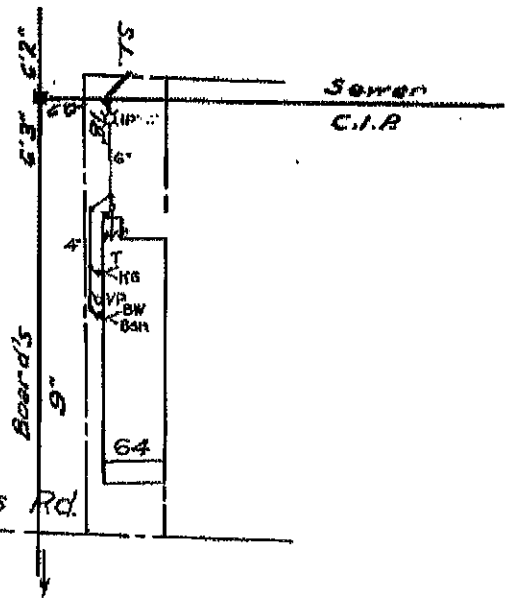
This diagram is the property of the Owner and is to be returned to him on completion of the work.

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

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

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





Abt. 105' from Gardeners Rd.

LEONARD AVE.

SHEET No. 2913

19
FOR ENGINEER-IN-CHIEF

OFFICE USE ONLY							
W.C	Designed by	DATE	Inspector	FIRST VISIT	SUPERV'SN	PASSED	DATE
Bth		/ /		/ /	/ /		
Shr	Inspector		Date	Inspector			/ /
Bsn	Examined by		Outfall HL LL	Checked			/ /
K.S		/ /					
T	Chief Inspector		Drainer	381 143			
Plg			Boundary Trap is required				
Dge.Int.							
Dge.Ext.	DRAUGHTSMAN						

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