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# Contract for the sale and purchase of land 2018 edition

| TERM | MEANING OF TERM | eCOS ID: 50643067 | NSW Duty: | |
|---|---|---|---|---|
| vendor's agent | Skyline Real Estate | | Phone: | (02) 9452 3444 |
| | 3/14 Frenchs Forest Rd E FRENCHS FOREST NSW 2086 | | Fax: | |
| co-agent | | | Ref: | Stuart Bath |
| vendor | Herbert George Welsh | | | |
| | 1 The Vale BELROSE NSW 2085 | | | |
| vendor's solicitor | Rigg Conveyancing | | Phone: | 02 9913 9861 |
| | Shop 1 10 Rickard Road North Narrabeen NSW 2101 | | Fax: | 8088 6586 |
| | | | Ref: | 016713 |
| date for completion | 42 days after the contract date | (clause 15) | Email: | INFO@RIGGCONVEYANCING.COM |
| land (Address, plan details and title reference) | 1 The Vale BELROSE NSW 2085<br>Lot 15 in Deposited Plan 238042<br>15/238042 | | | |
| improvements | ☑ VACANT POSSESSION ☐ Subject to existing tenancies<br>☑ HOUSE ☑ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space<br>☐ none ☑ other: Shed, Pergola, Swimming Pool | | | |
| attached copies | ☑ documents in the List of Documents as marked or as numbered:<br>☐ 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 |
| proposed *electronic transaction* (clause 30) | ☐ no | ☑ YES |

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 *RW 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.

*RW payment* (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 vendor is part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW payment*: $

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

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

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

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

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

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

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List of Documents

General

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

- [x] 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 document relevant to off-the-plan sale

Other

- [ ] 58

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

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

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

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

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

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

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

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## COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

**2. The purchaser may rescind the contract at any time before 5 p.m. on the fifth business day after the day on which the contract was made, EXCEPT in the circumstances listed in paragraph 3.**

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

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

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

## DISPUTES

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

## AUCTIONS

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

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**WARNINGS**

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

| | |
|---|---|
| **Australian Taxation Office** | **NSW Fair Trading** |
| **Council** | **NSW Public Works Advisory** |
| **County Council** | **Office of Environment and Heritage** |
| **Department of Planning and Environment** | **Owner of adjoining land** |
| **Department of Primary Industries** | **Privacy** |
| **East Australian Pipeline Limited** | **Roads and Maritime Services** |
| **Electricity and gas** | **Subsidence Advisory NSW** |
| **Land & Housing Corporation** | **Telecommunications** |
| **Local Land Services** | **Transport for NSW** |
| **NSW Department of Education** | **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 stamp 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.**

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

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

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

| | |
|---|---|
| *adjustment date* | the earlier of the giving of possession to the purchaser or completion; |
| *bank* | the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union; |
| *business day* | any day except a bank or public holiday throughout NSW or a Saturday or Sunday; |
| *cheque* | a cheque that is not postdated or stale; |
| *clearance certificate* | a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion; |
| *deposit-bond* | a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor; |
| *depositholder* | vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent); |
| *document of title* | document relevant to the title or the passing of title; |
| *FRCGW percentage* | the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017); |
| *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); |
| *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); |
| *remittance amount* | 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*; |
| *rescind* | rescind this contract from the beginning; |
| *RW payment* | a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *RW rate*); |
| *RW 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); |
| *serve* | serve in writing on the other *party*; |
| *settlement cheque* | an unendorsed *cheque* made payable to the person to be paid and –<br>• issued by a *bank* and drawn on itself; or<br>• if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*; |
| *solicitor* | in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*; |
| *TA Act* | Taxation Administration Act 1953; |
| *terminate* | terminate this contract for breach; |
| *variation* | a variation made under s14-235 of Schedule 1 to the *TA Act*; |
| *within* | in relation to a period, at any time before or during the period; and |
| *work order* | a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008). |

**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*.

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.

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.

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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 The purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

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**7 Claims by purchaser**

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;

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

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

10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;

10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or

10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

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

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

**11 Compliance with work orders**

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

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

**12 Certificates and inspections**

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

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

12.2 to apply (if necessary in the name of the vendor) for –

12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or

12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

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

**13 Goods and services tax (GST)**

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

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

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –

13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but

13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and

13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –

- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

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

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

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

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

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13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

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

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

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

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

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

13.13 If the purchaser must make an *RW payment* the purchaser must –

13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW 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 *RW 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 *RW payment.*

**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.

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## 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.
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 lodgement fee to the purchaser, plus another 20% of that fee.
16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing 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;
    - *remittance amount* payable;
    - *RW 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 Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

## 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

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

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

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

**19 Rescission of contract**

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

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

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

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

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

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

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

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

**20 Miscellaneous**

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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*.

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**23 Strata or community title**

- **Definitions and modifications**

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

23.2 In this contract –

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

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

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

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

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

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

23.2.6 '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 not disclosed in this contract; or
- 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 substantially disadvantages the purchaser and is not disclosed in this contract; or

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23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give a strata renewal plan to the owners in the scheme for their consideration 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.

**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

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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 –
- 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.

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**28 Unregistered plan**

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

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

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

28.3.1 the purchaser can *rescind*; and

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

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

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

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

**29 Conditional contract**

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

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

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

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

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

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

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

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

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

29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –

- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision; or
- the end of the time for the event to happen.

29.8 If the *parties* cannot lawfully complete without the event happening –

29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;

29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;

29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party serves* notice of the event happening.

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

**30 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 a proposed *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 it has been agreed that it will be conducted as an *electronic transaction,* a *party serves* a notice that it will not 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.

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30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –

30.4.1 to the extent, but only 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 *Lodgement 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*;

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*.

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; and

30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least 1 *business day* before the date for completion.

30.10 At least 1 *business day* before the date for 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 *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –

30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

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30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –

- 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 *Lodgement 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
- 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*; |
| *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 *ENCL;* |
| *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 *remittance amount* payable to the Deputy Commissioner of Taxation;

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

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

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.

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# SPECIAL CONDITIONS

The terms of the printed Contract to which these additional conditions **are annexed shall be read** subject to the following. If there is a conflict between these additional conditions and the printed Contract, then these additional conditions shall prevail. In the interpretation of this document, words importing the singular number or plural number shall include the plural number and singular number respectively and words importing any gender shall include any other gender. The parties agree that should any provision be held to be contrary to **law, void or unenforceable,** then such provision shall be severed from this Contract and such remaining provisions shall remain in full force and effect.

1. Completion of this matter shall take place on or before 4.00pm within the time provided for in clause 15 herein. Should completion not take place within that time, then either party shall be at liberty to Issue a 'Notice to Complete' calling for the other party to complete the matter making the time for completion essential. Such Notice shall give not less than 14 days' notice after the day immediately following the day on which that notice is received by the recipient of the notice. A 'Notice to Complete' of such duration is considered by the parties as being deemed reasonable and **sufficient to render the** time for completion essential. The party that issues the Notice to Complete shall also be at liberty to withdraw such 'Notice to Complete' and re-issue another one at any time. The party that issues the Notice to Complete shall be entitled to recover the fee of $110.00 (GST inclusive) from the other party to cover the cost for issuing such Notice.

2. The service of any Notice or Document under or relating to this Contract may, in addition to the provisions of Clause 20, be effected and shall be sufficient service on a party and that party's solicitor if the Notice or Document is sent by facsimile transmission to the facsimile number noted on the Contract or on their letterhead and in any such case shall be deemed to be duly given or made, except where:
    a. The time of dispatch is not before 5pm (Sydney time) on a day on which business is generally carried on in the place to which such notice is sent, in which case the Notice shall be deemed to have been received at the commencement of business on the next such business day in the place: or
    b. The sender's machine indicates a malfunction in transmission and the recipient's transmission shall be deemed not to have been given or made.

3. If the Purchaser shall not complete this purchase by the agreed completion date, at a time when the Vendor is ready, willing and able to complete on or after that completion date, then the Purchaser shall pay to the Vendor on completion, in addition to the balance of purchase money, an amount calculated as eight percent (8%) interest per annum on the balance of the purchase money, computed at a daily rate from the day immediately after the agreed completion date up to and including the actual date on which this sale shall be completed. It is further agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings. The Vendor shall not be obliged to complete this Contract unless the amount payable under this clause

is tendered. If actual completion is delayed because of the Vendor, the purchaser shall not be entitled to claim interest and will not be entitled to make any claim for compensation with regards to costs including extra rent, interest, removal expenses or cancellation of removalists.

4. Settlement of this matter shall take place wherever the Vendor's Mortgagee directs. If the property is not mortgaged, then settlement shall be affected at the office of **Rigg Conveyancing**. However, should the Purchaser not be in a position to settle at the office of **Rigg Conveyancing**, then settlement may be effected in the Sydney CBD at a place nominated by the Purchaser, so long as the Vendor's Licensed Conveyancers' Sydney Settlement Agents fee of $55.00 is **paid by the Purchaser.**

5. The Purchaser acknowledges that the provisions of this Contract constitute the full and complete understanding between the parties and that there is no other understanding, agreement, warranty or representation whether expressed or implied in any way extending, defining or otherwise relating to the provisions of this Contract or binding on the parties hereto with respect to any of the matters to which this Contract relates.

6. The Purchaser warrants that he has not been introduced to the property other than by the Vendor's agents specified above and the Purchaser hereby indemnifies the Vendor against any claim for commission together with any costs or expenses incurred by the Vendor which shall arise as a result of a breach of this warranty by the Purchaser. The benefit of this clause shall not merge on completion but shall ensure thereafter for the benefit of the Vendor.

7. Notwithstanding anything else herein contained, the deposit or any part of the deposit as the Vendor may require shall be released to the Vendor or as the Vendor may direct for the sole purpose of a deposit, stamp duty or the balance of purchase monies on the purchase of Real Estate, providing that such is held within a trust account of a Real Estate Agent, Solicitor or Licensed Conveyancer or paid to Revenue NSW, and providing such deposit shall not be further released without the Purchasers express consent. The execution of this Contract shall be full and irrevocable authority to the stakeholder named herein to release such deposit.

8. The form of Contract annexed is amended as follows:
    a. Clause 16.5 delete the words "plus another 20% of that fee";
    b. Delete Clause 16.12,
    c. Clause 7.1.1 is amended by replacing ‘5%’ with ‘1%’
    d. Printed Clause 18 is amended by adding the following: Clause 18.8 "The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property".

9. If the Vendor or Purchaser or if more than one of them shall die, become mentally ill or go into bankruptcy, then either party may rescind the Contract and Clause 19 of the Contract shall apply.

10. Notwithstanding anything else contained herein, the parties agree that should the Purchasers apply for a s6.26 building information certificate under Environmental Planning and Assessment Act 1979 or Building Certificate from Council and Council should list any defects or require any work to be done other than matters justifying a demolition or upgrading order specified in the Conveyancing (Sale of Land) Regulation 2017, then the Vendors shall not be required to expend monies or carry out any such work or rectify such defects.

11. Should the Purchaser become entitled to rescind the contract for breach of the Vendor warranty prescribed in the Conveyancing (Sale of Land) Regulation 2017, the vendor shall also be entitled to rescind the contract provided such right is exercise before the Purchaser has served his notice of rescission.

12. Notwithstanding the deposit referred to on the front page of this Contract, the Vendor agrees to exchange on a deposit of $....., and relies on Clause 9 of the Contract.

13. **Requisitions**
The attached Law Society Requisitions 2017 are deemed to be served on the date of this contract.

14. Despite any other provision of this agreement, if the deposit paid is less than the 10% and is to be invested, then the Vendor will be paid all interest earned.

15. The Property
    a. The Purchaser accepts the property in its present condition and state of repair and subject to any infestation or dilapidation with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 and the purchaser cannot make any claim or requisition or rescind or terminate in this regard.
    b. The Purchasers acknowledge that they have inspected the property and that they are entering into this contract as a result of their own enquiries and inspections and have not relied on any statement, representation or warranty by or on behalf of the Vendors, other than those as set out in this contact and those implied by section 52A of the Conveyancing Act 1919.
    c. The furnishings and chattels ('inclusions') referred to on the front page of this contract are included in the sale. The Vendors have not made any and do not make any representation or warranty as to the state of repair or condition of the inclusions and the purchasers accept them in their state of condition and repair. The Vendors shall not be responsible for any loss (other than loss due to the act or default of the Vendors), mechanical breakdown or reasonable wear and tear occurring after the date of this contract.

**16. Guarantee where purchaser a proprietary company**

This condition applies if the purchaser is a proprietary company. For the purposes of this agreement, `covenantor' means the directors and those holding shares in the capital of the purchaser. The obligations of those who comprise the covenantor will be joint and several. In consideration of the vendor at the request of the covenantor entering into this agreement, the covenantor:

a. Covenants with the vendor that the covenantor will be with the purchaser jointly and severally liable to the vendor for the due performance of all the terms and conditions on the part of the purchaser contained in this agreement; and
b. Guarantees to the vendor the punctual payment of all money payable by the purchaser under this agreement and the performance of the terms and conditions of this agreement.
c. If for any reason this agreement is not enforceable by the vendor against the purchaser in whole or in part, the covenantor will indemnify the vendor against all loss, including all money which would have been payable by or recoverable from the purchaser had this agreement been enforceable against the purchaser.

17. Notwithstanding any other provision of this contract, if a cooling-off period applies, then the deposit may be paid by two instalments as follows:
    a. An amount of equalling 0.25% of the purchase price on or before the making of this contract,
    b. The balance of the deposit to be paid by way of a cheque no later than 5pm on the 5th business day after the date of this contract time being of the essence.
    c. If the purchaser fails to provide the balance of deposit as per clause (b) above, notwithstanding any other provisions in the contract, the vendor will be entitled to terminate the contract and the provisions of clause 9 of the contract will apply.

# RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

---

**Possession and tenancies**

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
   (a) What are the nature and provisions of any tenancy or occupancy?
   (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
   (c) Please specify any existing breaches.
   (d) All rent should be paid up to or beyond the date of completion.
   (e) Please provide details of any bond together with the Rental Bond Board's reference number.
   (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
   (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
   (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

**Title**

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

**Adjustments**

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
   (a) to what year has a return been made?
   (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

**Survey and building**

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
   (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
   (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
   (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
   (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979 (NSW)* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
   (e) In respect of any residential building work carried out in the last 7 years:
      (i) please identify the building work carried out;
      (ii) when was the building work completed?

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(iii) please state the builder's name and licence number;
(iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.

17. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?

18. If a swimming pool is included in the sale:
(a) did its installation or construction commence before or after 1 August 1990?
(b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
(c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
(d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
(e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
(f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.

19.
(a) To whom do the boundary fences belong?
(b) Are there any party walls?
(c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
(d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
(e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

**Affectations**

20. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?

21. Is the vendor aware of:
(a) any road, drain, sewer or storm water channel which intersects or runs through the land?
(b) any dedication to or use by the public of any right of way or other easement over any part of the land?
(c) any latent defects in the Property?

22. Has the vendor any notice or knowledge that the Property is affected by the following:
(a) any resumption or acquisition or proposed resumption or acquisition?
(b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
(c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
(d) any sum due to any local or public authority? If so, it must be paid prior to completion.
(e) any realignment or proposed realignment of any road adjoining the Property?
(f) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

23.
(a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
(b) If so, do any of the connections for such services pass through any adjoining land?
(c) Do any service connections for any other Property pass through the Property?

24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

**Capacity**

25. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

**Requisitions and transfer**

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.

27. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.

28. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.

29. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.

30. The purchaser reserves the right to make further requisitions prior to completion.

31. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 15/238042

| SEARCH DATE | TIME | EDITION NO | DATE |
|---|---|---|---|
| 19/9/2018 | 1:21 PM | 2 | 13/10/2008 |

LAND

LOT 15 IN DEPOSITED PLAN 238042
AT BELROSE
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP238042

FIRST SCHEDULE

HERBERT GEORGE WELSH (ND AE264001)

SECOND SCHEDULE (3 NOTIFICATIONS)

1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
2 DP237018 RESTRICTION(S) ON THE USE OF LAND
3 DP238042 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



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

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Received: 19/09/2018 13:21:43

Req:R294763 /Doc:DP 0238042 P /Rev:12-Jun-1992 /Sts:OK.OK /Pgs:ALL /Prt:19-Sep-2018 13:22 /Seq:1 of 1
Ref:016713 /Src:M

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 238042

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| - | | 4 | 0.102 |
| - | | 5 3/4 | 0.146 |
| - | | 5/8 | 0.156 |
| - | 1 | 1/4 | 0.324 |
| - | 2 | 1/4 | 0.718 |
| - | 3 | 1/4 | 0.914 |
| - | 4 | 1/8 | 0.940 |
| - | 4 | 1/4 | 0.946 |
| - | 4 | 3/8 | 0.953 |
| - | 4 | 5/8 | 0.962 |
| - | 5 | 1/8 | 0.972 |
| - | 5 | 1/4 | 0.978 |
| - | 5 | 3/8 | 0.984 |
| - | 5 | 5/8 | 0.994 |
| - | 6 | 1/8 | 1.003 |
| - | 6 | 1/4 | 1.010 |
| - | 6 | 3/8 | 1.016 |
| - | 6 | 5/8 | 1.026 |
| - | 7 | 1/8 | 1.035 |
| - | 7 | 1/4 | 1.041 |
| - | 7 | 3/8 | 1.048 |
| - | 7 | 5/8 | 1.057 |
| - | 8 | 1/8 | 1.067 |
| - | 8 | 1/4 | 1.073 |
| - | 8 | 3/8 | 1.080 |
| - | 8 | 5/8 | 1.089 |
| - | 9 | 1/8 | 1.099 |
| - | 9 | 1/4 | 1.105 |
| - | 9 | 3/8 | 1.111 |
| - | 9 | 5/8 | 1.121 |
| - | 10 | 1/8 | 1.130 |
| - | 10 | 3/8 | 1.137 |
| - | 10 | 5/8 | 1.146 |
| - | 11 | 1/8 | 1.156 |
| - | 11 | 3/8 | 1.162 |
| - | 11 | 5/8 | 1.172 |
| - | 12 | 1/8 | 1.181 |
| - | 12 | 3/8 | 1.187 |
| - | 12 | 5/8 | 1.197 |
| - | 13 | 1/8 | 1.206 |
| - | 13 | 3/8 | 1.213 |
| - | 13 | 5/8 | 1.222 |
| - | 14 | 1/8 | 1.232 |
| - | 14 | 3/8 | 1.238 |
| - | 14 | 5/8 | 1.248 |
| - | 15 | 1/8 | 1.257 |
| - | 15 | 3/8 | 1.264 |
| - | 15 | 5/8 | 1.273 |
| - | 16 | 1/8 | 1.283 |
| - | 16 | 3/8 | 1.289 |
| - | 16 | 5/8 | 1.299 |
| - | 17 | 1/8 | 1.308 |
| - | 17 | 3/8 | 1.314 |
| - | 17 | 5/8 | 1.324 |
| - | 18 | 1/8 | 1.334 |
| - | 18 | 3/8 | 1.340 |
| - | 18 | 5/8 | 1.350 |
| - | 19 | 1/8 | 1.359 |
| - | 19 | 3/8 | 1.365 |
| - | 19 | 5/8 | 1.375 |
| - | 20 | 1/8 | 1.384 |
| - | 20 | 3/8 | 1.391 |
| - | 20 | 5/8 | 1.400 |
| - | 21 | 1/8 | 1.410 |
| - | 21 | 3/8 | 1.416 |
| - | 21 | 5/8 | 1.426 |
| - | 22 | 1/8 | 1.435 |
| - | 22 | 3/8 | 1.441 |
| - | 22 | 5/8 | 1.451 |
| - | 23 | 1/8 | 1.461 |
| - | 23 | 3/8 | 1.467 |
| - | 23 | 5/8 | 1.476 |
| - | 24 | 1/8 | 1.486 |
| - | 24 | 3/8 | 1.492 |
| - | 24 | 5/8 | 1.502 |
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| - | 27 | 1/8 | 1.562 |
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| - | 28 | 5/8 | 1.603 |
| - | 29 | 1/8 | 1.613 |
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| - | 30 | 5/8 | 1.654 |
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| - | 31 | 5/8 | 1.680 |
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| - | 40 | 5/8 | 1.908 |
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| - | 41 | 3/8 | 1.924 |
| - | 41 | 5/8 | 1.934 |
| - | 42 | 1/8 | 1.943 |
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| - | 42 | 5/8 | 1.959 |
| - | 43 | 1/8 | 1.969 |
| - | 43 | 3/8 | 1.975 |
| - | 43 | 5/8 | 1.984 |
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| - | 44 | 5/8 | 2.010 |
| - | 45 | 1/8 | 2.019 |
| - | 45 | 3/8 | 2.026 |
| - | 45 | 5/8 | 2.035 |
| - | 46 | 1/8 | 2.045 |
| - | 46 | 3/8 | 2.051 |
| - | 46 | 5/8 | 2.060 |
| - | 47 | 1/8 | 2.070 |
| - | 47 | 3/8 | 2.076 |
| - | 47 | 5/8 | 2.086 |
| - | 48 | 1/8 | 2.095 |
| - | 48 | 3/8 | 2.102 |
| - | 48 | 5/8 | 2.111 |
| - | 49 | 1/8 | 2.121 |
| - | 49 | 3/8 | 2.127 |
| - | 49 | 5/8 | 2.137 |
| - | 50 | 1/8 | 2.146 |
| - | 50 | 3/8 | 2.153 |
| - | 50 | 5/8 | 2.162 |
| - | 51 | 1/8 | 2.172 |
| - | 51 | 3/8 | 2.178 |
| - | 51 | 5/8 | 2.187 |
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| - | 52 | 3/8 | 2.203 |
| - | 52 | 5/8 | 2.213 |
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| - | 53 | 5/8 | 2.238 |
| - | 54 | 1/8 | 2.248 |
| - | 54 | 3/8 | 2.254 |
| - | 54 | 5/8 | 2.264 |
| - | 55 | 1/8 | 2.273 |
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| - | 55 | 5/8 | 2.289 |
| - | 56 | 1/8 | 2.299 |
| - | 56 | 3/8 | 2.305 |
| - | 56 | 5/8 | 2.314 |
| - | 57 | 1/8 | 2.324 |
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| - | 57 | 5/8 | 2.340 |
| - | 58 | 1/8 | 2.349 |
| - | 58 | 3/8 | 2.356 |
| - | 58 | 5/8 | 2.365 |
| - | 59 | 1/8 | 2.375 |
| - | 59 | 3/8 | 2.381 |
| - | 59 | 5/8 | 2.391 |
| - | 60 | 1/8 | 2.400 |
| - | 60 | 3/8 | 2.407 |
| - | 60 | 5/8 | 2.416 |
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| - | 61 | 5/8 | 2.442 |
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| - | 62 | 5/8 | 2.467 |
| - | 63 | 1/8 | 2.477 |
| - | 63 | 3/8 | 2.483 |
| - | 63 | 5/8 | 2.492 |
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| - | 64 | 3/8 | 2.508 |
| - | 64 | 5/8 | 2.518 |
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| - | 65 | 5/8 | 2.543 |
| - | 66 | 1/8 | 2.553 |
| - | 66 | 3/8 | 2.559 |
| - | 66 | 5/8 | 2.569 |
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| - | 67 | 3/8 | 2.584 |
| - | 67 | 5/8 | 2.594 |
| - | 68 | 1/8 | 2.604 |
| - | 68 | 3/8 | 2.610 |
| - | 68 | 5/8 | 2.619 |
| - | 69 | 1/8 | 2.629 |
| - | 69 | 3/8 | 2.635 |
| - | 69 | 5/8 | 2.645 |
| - | 70 | 1/8 | 2.654 |
| - | 70 | 3/8 | 2.661 |
| - | 70 | 5/8 | 2.670 |
| - | 71 | 1/8 | 2.680 |
| - | 71 | 3/8 | 2.686 |
| - | 71 | 5/8 | 2.696 |
| - | 72 | 1/8 | 2.705 |
| - | 72 | 3/8 | 2.711 |
| - | 72 | 5/8 | 2.721 |
| - | 73 | 1/8 | 2.731 |
| - | 73 | 3/8 | 2.737 |
| - | 73 | 5/8 | 2.746 |
| - | 74 | 1/8 | 2.756 |
| - | 74 | 3/8 | 2.762 |
| - | 74 | 5/8 | 2.772 |
| - | 75 | 1/8 | 2.781 |
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| - | 75 | 5/8 | 2.797 |
| - | 76 | 1/8 | 2.807 |
| - | 76 | 3/8 | 2.813 |
| - | 76 | 5/8 | 2.823 |
| - | 77 | 1/8 | 2.832 |
| - | 77 | 3/8 | 2.839 |
| - | 77 | 5/8 | 2.848 |
| - | 78 | 1/8 | 2.858 |
| - | 78 | 3/8 | 2.864 |
| - | 78 | 5/8 | 2.874 |
| - | 79 | 1/8 | 2.883 |
| - | 79 | 3/8 | 2.890 |
| - | 79 | 5/8 | 2.899 |
| - | 80 | 1/8 | 2.909 |
| - | 80 | 3/8 | 2.915 |
| - | 80 | 5/8 | 2.925 |
| - | 81 | 1/8 | 2.934 |
| - | 81 | 3/8 | 2.940 |
| - | 81 | 5/8 | 2.950 |
| - | 82 | 1/8 | 2.960 |
| - | 82 | 3/8 | 2.966 |
| - | 82 | 5/8 | 2.975 |
| - | 83 | 1/8 | 2.985 |
| - | 83 | 3/8 | 2.991 |
| - | 83 | 5/8 | 3.001 |
| - | 84 | 1/8 | 3.010 |
| - | 84 | 3/8 | 3.017 |
| - | 84 | 5/8 | 3.026 |
| - | 85 | 1/8 | 3.036 |
| - | 85 | 3/8 | 3.042 |
| - | 85 | 5/8 | 3.052 |
| - | 86 | 1/8 | 3.061 |
| - | 86 | 3/8 | 3.068 |
| - | 86 | 5/8 | 3.077 |
| - | 87 | 1/8 | 3.087 |
| - | 87 | 3/8 | 3.093 |
| - | 87 | 5/8 | 3.103 |
| - | 88 | 1/8 | 3.112 |
| - | 88 | 3/8 | 3.118 |
| - | 88 | 5/8 | 3.128 |
| - | 89 | 1/8 | 3.138 |
| - | 89 | 3/8 | 3.144 |
| - | 89 | 5/8 | 3.153 |
| - | 90 | 1/8 | 3.163 |
| - | 90 | 3/8 | 3.169 |
| - | 90 | 5/8 | 3.179 |
| - | 91 | 1/8 | 3.188 |
| - | 91 | 3/8 | 3.195 |
| - | 91 | 5/8 | 3.204 |
| - | 92 | 1/8 | 3.214 |
| - | 92 | 3/8 | 3.220 |
| - | 92 | 5/8 | 3.230 |
| - | 93 | 1/8 | 3.239 |
| - | 93 | 3/8 | 3.246 |
| - | 93 | 5/8 | 3.255 |
| - | 94 | 1/8 | 3.265 |
| - | 94 | 3/8 | 3.271 |
| - | 94 | 5/8 | 3.281 |
| - | 95 | 1/8 | 3.290 |
| - | 95 | 3/8 | 3.297 |
| - | 95 | 5/8 | 3.306 |
| - | 96 | 1/8 | 3.316 |
| - | 96 | 3/8 | 3.322 |
| - | 96 | 5/8 | 3.332 |
| - | 97 | 1/8 | 3.341 |
| - | 97 | 3/8 | 3.347 |
| - | 97 | 5/8 | 3.357 |
| - | 98 | 1/8 | 3.367 |
| - | 98 | 3/8 | 3.373 |
| - | 98 | 5/8 | 3.383 |
| - | 99 | 1/8 | 3.392 |
| - | 99 | 3/8 | 3.398 |
| - | 99 | 5/8 | 3.408 |
| 1 | - | | 3.417 |
| 1 | - | 1/8 | 3.423 |
| 1 | - | 1/4 | 3.429 |
| 1 | - | 3/8 | 3.433 |
| 1 | - | 5/8 | 3.443 |
| 1 | 1 | | 3.452 |
| 1 | 1 | 1/8 | 3.458 |
| 1 | 1 | 1/4 | 3.464 |
| 1 | 1 | 3/8 | 3.468 |
| 1 | 1 | 5/8 | 3.478 |
| 1 | 2 | | 3.487 |
| 1 | 2 | 1/8 | 3.493 |
| 1 | 2 | 1/4 | 3.499 |
| 1 | 2 | 3/8 | 3.503 |
| 1 | 2 | 5/8 | 3.513 |
| 1 | 3 | | 3.522 |
| 1 | 3 | 1/8 | 3.528 |
| 1 | 3 | 1/4 | 3.534 |
| 1 | 3 | 3/8 | 3.538 |
| 1 | 3 | 5/8 | 3.548 |
| 1 | 4 | | 3.557 |
| 1 | 4 | 1/8 | 3.563 |
| 1 | 4 | 1/4 | 3.569 |
| 1 | 4 | 3/8 | 3.573 |
| 1 | 4 | 5/8 | 3.583 |
| 1 | 5 | | 3.592 |
| 1 | 5 | 1/8 | 3.598 |
| 1 | 5 | 1/4 | 3.604 |
| 1 | 5 | 3/8 | 3.608 |
| 1 | 5 | 5/8 | 3.618 |
| 1 | 6 | | 3.627 |
| 1 | 6 | 1/8 | 3.633 |
| 1 | 6 | 1/4 | 3.639 |
| 1 | 6 | 3/8 | 3.643 |
| 1 | 6 | 5/8 | 3.653 |
| 1 | 7 | | 3.662 |
| 1 | 7 | 1/8 | 3.668 |
| 1 | 7 | 1/4 | 3.674 |
| 1 | 7 | 3/8 | 3.678 |
| 1 | 7 | 5/8 | 3.688 |
| 1 | 8 | | 3.697 |
| 1 | 8 | 1/8 | 3.703 |
| 1 | 8 | 1/4 | 3.709 |
| 1 | 8 | 3/8 | 3.713 |
| 1 | 8 | 5/8 | 3.723 |
| 1 | 9 | | 3.732 |
| 1 | 9 | 1/8 | 3.738 |
| 1 | 9 | 1/4 | 3.744 |
| 1 | 9 | 3/8 | 3.748 |
| 1 | 9 | 5/8 | 3.758 |
| 1 | 10 | | 3.767 |
| 1 | 10 | 1/8 | 3.773 |
| 1 | 10 | 1/4 | 3.779 |
| 1 | 10 | 3/8 | 3.783 |
| 1 | 10 | 5/8 | 3.793 |
| 1 | 11 | | 3.802 |
| 1 | 11 | 1/8 | 3.808 |
| 1 | 11 | 1/4 | 3.814 |
| 1 | 11 | 3/8 | 3.818 |
| 1 | 11 | 5/8 | 3.828 |
| 1 | 12 | | 3.837 |
| 1 | 12 | 1/8 | 3.843 |
| 1 | 12 | 1/4 | 3.849 |
| 1 | 12 | 3/8 | 3.853 |
| 1 | 12 | 5/8 | 3.863 |
| 1 | 13 | | 3.872 |
| 1 | 13 | 1/8 | 3.878 |
| 1 | 13 | 1/4 | 3.884 |
| 1 | 13 | 3/8 | 3.888 |
| 1 | 13 | 5/8 | 3.898 |
| 1 | 14 | | 3.907 |
| 1 | 14 | 1/8 | 3.913 |
| 1 | 14 | 1/4 | 3.919 |
| 1 | 14 | 3/8 | 3.923 |
| 1 | 14 | 5/8 | 3.933 |
| 1 | 15 | | 3.942 |
| 1 | 15 | 1/8 | 3.948 |
| 1 | 15 | 1/4 | 3.954 |
| 1 | 15 | 3/8 | 3.958 |
| 1 | 15 | 5/8 | 3.968 |
| 1 | 16 | | 3.977 |
| 1 | 16 | 1/8 | 3.983 |
| 1 | 16 | 1/4 | 3.989 |
| 1 | 16 | 3/8 | 3.993 |
| 1 | 16 | 5/8 | 4.003 |
| 1 | 17 | | 4.012 |
| 1 | 17 | 1/8 | 4.018 |
| 1 | 17 | 1/4 | 4.024 |
| 1 | 17 | 3/8 | 4.028 |
| 1 | 17 | 5/8 | 4.038 |
| 1 | 18 | | 4.047 |
| 1 | 18 | 1/8 | 4.053 |
| 1 | 18 | 1/4 | 4.059 |
| 1 | 18 | 3/8 | 4.063 |
| 1 | 18 | 5/8 | 4.073 |
| 1 | 19 | | 4.082 |
| 1 | 19 | 1/8 | 4.088 |
| 1 | 19 | 1/4 | 4.094 |
| 1 | 19 | 3/8 | 4.098 |
| 1 | 19 | 5/8 | 4.108 |
| 1 | 20 | | 4.117 |
| 1 | 20 | 1/8 | 4.123 |
| 1 | 20 | 1/4 | 4.129 |
| 1 | 20 | 3/8 | 4.133 |
| 1 | 20 | 5/8 | 4.143 |
| 1 | 21 | | 4.152 |
| 1 | 21 | 1/8 | 4.158 |
| 1 | 21 | 1/4 | 4.164 |
| 1 | 21 | 3/8 | 4.168 |
| 1 | 21 | 5/8 | 4.178 |
| 1 | 22 | | 4.187 |
| 1 | 22 | 1/8 | 4.193 |
| 1 | 22 | 1/4 | 4.199 |
| 1 | 22 | 3/8 | 4.203 |
| 1 | 22 | 5/8 | 4.213 |
| 1 | 23 | | 4.222 |
| 1 | 23 | 1/8 | 4.228 |
| 1 | 23 | 1/4 | 4.234 |
| 1 | 23 | 3/8 | 4.238 |
| 1 | 23 | 5/8 | 4.248 |
| 1 | 24 | | 4.257 |
| 1 | 24 | 1/8 | 4.263 |
| 1 | 24 | 1/4 | 4.269 |
| 1 | 24 | 3/8 | 4.273 |
| 1 | 24 | 5/8 | 4.283 |
| 1 | 25 | | 4.292 |
| 1 | 25 | 1/8 | 4.298 |
| 1 | 25 | 1/4 | 4.304 |
| 1 | 25 | 3/8 | 4.308 |
| 1 | 25 | 5/8 | 4.318 |
| 1 | 26 | | 4.327 |
| 1 | 26 | 1/8 | 4.333 |
| 1 | 26 | 1/4 | 4.339 |
| 1 | 26 | 3/8 | 4.343 |
| 1 | 26 | 5/8 | 4.353 |
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| 1 | 27 | 1/8 | 4.368 |
| 1 | 27 | 1/4 | 4.374 |
| 1 | 27 | 3/8 | 4.378 |
| 1 | 27 | 5/8 | 4.388 |
| 1 | 28 | | 4.397 |
| 1 | 28 | 1/8 | 4.403 |
| 1 | 28 | 1/4 | 4.409 |
| 1 | 28 | 3/8 | 4.413 |
| 1 | 28 | 5/8 | 4.423 |
| 1 | 29 | | 4.432 |
| 1 | 29 | 1/8 | 4.438 |
| 1 | 29 | 1/4 | 4.444 |
| 1 | 29 | 3/8 | 4.448 |
| 1 | 29 | 5/8 | 4.458 |
| 1 | 30 | | 4.467 |
| 1 | 30 | 1/8 | 4.473 |
| 1 | 30 | 1/4 | 4.479 |
| 1 | 30 | 3/8 | 4.483 |
| 1 | 30 | 5/8 | 4.493 |
| 1 | 31 | | 4.502 |
| 1 | 31 | 1/8 | 4.508 |
| 1 | 31 | 1/4 | 4.514 |
| 1 | 31 | 3/8 | 4.518 |
| 1 | 31 | 5/8 | 4.528 |
| 1 | 32 | | 4.537 |
| 1 | 32 | 1/8 | 4.543 |
| 1 | 32 | 1/4 | 4.549 |
| 1 | 32 | 3/8 | 4.553 |
| 1 | 32 | 5/8 | 4.563 |
| 1 | 33 | | 4.572 |
| 1 | 33 | 1/8 | 4.578 |
| 1 | 33 | 1/4 | 4.584 |
| 1 | 33 | 3/8 | 4.588 |
| 1 | 33 | 5/8 | 4.598 |
| 1 | 34 | | 4.607 |
| 1 | 34 | 1/8 | 4.613 |
| 1 | 34 | 1/4 | 4.619 |
| 1 | 34 | 3/8 | 4.623 |
| 1 | 34 | 5/8 | 4.633 |
| 1 | 35 | | 4.642 |
| 1 | 35 | 1/8 | 4.648 |
| 1 | 35 | 1/4 | 4.654 |
| 1 | 35 | 3/8 | 4.658 |
| 1 | 35 | 5/8 | 4.668 |
| 1 | 36 | | 4.677 |
| 1 | 36 | 1/8 | 4.683 |
| 1 | 36 | 1/4 | 4.689 |
| 1 | 36 | 3/8 | 4.693 |
| 1 | 36 | 5/8 | 4.703 |
| 1 | 37 | | 4.712 |
| 1 | 37 | 1/8 | 4.718 |
| 1 | 37 | 1/4 | 4.724 |
| 1 | 37 | 3/8 | 4.728 |
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| 1 | 38 | 1/8 | 4.753 |
| 1 | 38 | 1/4 | 4.759 |
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| 1 | 39 | 1/4 | 4.794 |
| 1 | 39 | 3/8 | 4.798 |
| 1 | 39 | 5/8 | 4.808 |
| 1 | 40 | | 4.817 |
| 1 | 40 | 1/8 | 4.823 |
| 1 | 40 | 1/4 | 4.829 |
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| 1 | 41 | 1/8 | 4.858 |
| 1 | 41 | 1/4 | 4.864 |
| 1 | 41 | 3/8 | 4.868 |
| 1 | 41 | 5/8 | 4.878 |
| 1 | 42 | | 4.887 |
| 1 | 42 | 1/8 | 4.893 |
| 1 | 42 | 1/4 | 4.899 |
| 1 | 42 | 3/8 | 4.903 |
| 1 | 42 | 5/8 | 4.913 |
| 1 | 43 | | 4.922 |
| 1 | 43 | 1/8 | 4.928 |
| 1 | 43 | 1/4 | 4.934 |
| 1 | 43 | 3/8 | 4.938 |
| 1 | 43 | 5/8 | 4.948 |
| 1 | 44 | | 4.957 |
| 1 | 44 | 1/8 | 4.963 |
| 1 | 44 | 1/4 | 4.969 |
| 1 | 44 | 3/8 | 4.973 |
| 1 | 44 | 5/8 | 4.983 |
| 1 | 45 | | 4.992 |
| 1 | 45 | 1/8 | 4.998 |
| 1 | 45 | 1/4 | 5.004 |
| 1 | 45 | 3/8 | 5.008 |
| 1 | 45 | 5/8 | 5.018 |
| 1 | 46 | | 5.027 |
| 1 | 46 | 1/8 | 5.033 |
| 1 | 46 | 1/4 | 5.039 |
| 1 | 46 | 3/8 | 5.043 |
| 1 | 46 | 5/8 | 5.053 |
| 1 | 47 | | 5.062 |
| 1 | 47 | 1/8 | 5.068 |
| 1 | 47 | 1/4 | 5.074 |
| 1 | 47 | 3/8 | 5.078 |
| 1 | 47 | 5/8 | 5.088 |
| 1 | 48 | | 5.097 |
| 1 | 48 | 1/8 | 5.103 |
| 1 | 48 | 1/4 | 5.109 |
| 1 | 48 | 3/8 | 5.113 |
| 1 | 48 | 5/8 | 5.123 |
| 1 | 49 | | 5.132 |
| 1 | 49 | 1/8 | 5.138 |
| 1 | 49 | 1/4 | 5.144 |
| 1 | 49 | 3/8 | 5.148 |
| 1 | 49 | 5/8 | 5.158 |
| 1 | 50 | | 5.167 |
| 1 | 50 | 1/8 | 5.173 |
| 1 | 50 | 1/4 | 5.179 |
| 1 | 50 | 3/8 | 5.183 |
| 1 | 50 | 5/8 | 5.193 |
| 1 | 51 | | 5.202 |
| 1 | 51 | 1/8 | 5.208 |
| 1 | 51 | 1/4 | 5.214 |
| 1 | 51 | 3/8 | 5.218 |
| 1 | 51 | 5/8 | 5.228 |
| 1 | 52 | | 5.237 |
| 1 | 52 | 1/8 | 5.243 |
| 1 | 52 | 1/4 | 5.249 |
| 1 | 52 | 3/8 | 5.253 |
| 1 | 52 | 5/8 | 5.263 |
| 1 | 53 | | 5.272 |
| 1 | 53 | 1/8 | 5.278 |
| 1 | 53 | 1/4 | 5.284 |
| 1 | 53 | 3/8 | 5.288 |
| 1 | 53 | 5/8 | 5.298 |
| 1 | 54 | | 5.307 |
| 1 | 54 | 1/8 | 5.313 |
| 1 | 54 | 1/4 | 5.319 |
| 1 | 54 | 3/8 | 5.323 |
| 1 | 54 | 5/8 | 5.333 |
| 1 | 55 | | 5.342 |
| 1 | 55 | 1/8 | 5.348 |
| 1 | 55 | 1/4 | 5.354 |
| 1 | 55 | 3/8 | 5.358 |
| 1 | 55 | 5/8 | 5.368 |
| 1 | 56 | | 5.377 |
| 1 | 56 | 1/8 | 5.383 |
| 1 | 56 | 1/4 | 5.389 |
| 1 | 56 | 3/8 | 5.393 |
| 1 | 56 | 5/8 | 5.403 |
| 1 | 57 | | 5.412 |
| 1 | 57 | 1/8 | 5.418 |
| 1 | 57 | 1/4 | 5.424 |
| 1 | 57 | 3/8 | 5.428 |
| 1 | 57 | 5/8 | 5.438 |
| 1 | 58 | | 5.447 |
| 1 | 58 | 1/8 | 5.453 |
| 1 | 58 | 1/4 | 5.459 |
| 1 | 58 | 3/8 | 5.463 |
| 1 | 58 | 5/8 | 5.473 |
| 1 | 59 | | 5.482 |
| 1 | 59 | 1/8 | 5.488 |
| 1 | 59 | 1/4 | 5.494 |
| 1 | 59 | 3/8 | 5.498 |
| 1 | 59 | 5/8 | 5.508 |
| 1 | 60 | | 5.517 |
| 1 | 60 | 1/8 | 5.523 |
| 1 | 60 | 1/4 | 5.529 |
| 1 | 60 | 3/8 | 5.533 |
| 1 | 60 | 5/8 | 5.543 |
| 1 | 61 | | 5.552 |
| 1 | 61 | 1/8 | 5.558 |
| 1 | 61 | 1/4 | 5.564 |
| 1 | 61 | 3/8 | 5.568 |
| 1 | 61 | 5/8 | 5.578 |
| 1 | 62 | | 5.587 |
| 1 | 62 | 1/8 | 5.593 |
| 1 | 62 | 1/4 | 5.599 |
| 1 | 62 | 3/8 | 5.603 |
| 1 | 62 | 5/8 | 5.613 |
| 1 | 63 | | 5.622 |
| 1 | 63 | 1/8 | 5.628 |
| 1 | 63 | 1/4 | 5.634 |
| 1 | 63 | 3/8 | 5.638 |
| 1 | 63 | 5/8 | 5.648 |
| 1 | 64 | | 5.657 |
| 1 | 64 | 1/8 | 5.663 |
| 1 | 64 | 1/4 | 5.669 |
| 1 | 64 | 3/8 | 5.673 |
| 1 | 64 | 5/8 | 5.683 |
| 1 | 65 | | 5.692 |
| 1 | 65 | 1/8 | 5.698 |
| 1 | 65 | 1/4 | 5.704 |
| 1 | 65 | 3/8 | 5.708 |
| 1 | 65 | 5/8 | 5.718 |
| 1 | 66 | | 5.727 |
| 1 | 66 | 1/8 | 5.733 |
| 1 | 66 | 1/4 | 5.739 |
| 1 | 66 | 3/8 | 5.743 |
| 1 | 66 | 5/8 | 5.753 |
| 1 | 67 | | 5.762 |
| 1 | 67 | 1/8 | 5.768 |
| 1 | 67 | 1/4 | 5.774 |
| 1 | 67 | 3/8 | 5.778 |
| 1 | 67 | 5/8 | 5.788 |
| 1 | 68 | | 5.797 |
| 1 | 68 | 1/8 | 5.803 |
| 1 | 68 | 1/4 | 5.809 |
| 1 | 68 | 3/8 | 5.813 |
| 1 | 68 | 5/8 | 5.823 |
| 1 | 69 | | 5.832 |
| 1 | 69 | 1/8 | 5.838 |
| 1 | 69 | 1/4 | 5.844 |
| 1 | 69 | 3/8 | 5.848 |
| 1 | 69 | 5/8 | 5.858 |
| 1 | 70 | | 5.867 |
| 1 | 70 | 1/8 | 5.873 |
| 1 | 70 | 1/4 | 5.879 |
| 1 | 70 | 3/8 | 5.883 |
| 1 | 70 | 5/8 | 5.893 |
| 1 | 71 | | 5.902 |
| 1 | 71 | 1/8 | 5.908 |
| 1 | 71 | 1/4 | 5.914 |
| 1 | 71 | 3/8 | 5.918 |
| 1 | 71 | 5/8 | 5.928 |
| 1 | 72 | | 5.937 |
| 1 | 72 | 1/8 | 5.943 |
| 1 | 72 | 1/4 | 5.949 |
| 1 | 72 | 3/8 | 5.953 |
| 1 | 72 | 5/8 | 5.963 |
| 1 | 73 | | 5.972 |
| 1 | 73 | 1/8 | 5.978 |
| 1 | 73 | 1/4 | 5.984 |
| 1 | 73 | 3/8 | 5.988 |
| 1 | 73 | 5/8 | 5.998 |
| 1 | 74 | | 6.007 |
| 1 | 74 | 1/8 | 6.013 |
| 1 | 74 | 1/4 | 6.019 |
| 1 | 74 | 3/8 | 6.023 |
| 1 | 74 | 5/8 | 6.033 |
| 1 | 75 | | 6.042 |
| 1 | 75 | 1/8 | 6.048 |
| 1 | 75 | 1/4 | 6.054 |
| 1 | 75 | 3/8 | 6.058 |
| 1 | 75 | 5/8 | 6.068 |
| 1 | 76 | | 6.077 |
| 1 | 76 | 1/8 | 6.083 |
| 1 | 76 | 1/4 | 6.089 |
| 1 | 76 | 3/8 | 6.093 |
| 1 | 76 | 5/8 | 6.103 |
| 1 | 77 | | 6.112 |
| 1 | 77 | 1/8 | 6.118 |
| 1 | 77 | 1/4 | 6.124 |
| 1 | 77 | 3/8 | 6.128 |
| 1 | 77 | 5/8 | 6.138 |
| 1 | 78 | | 6.147 |
| 1 | 78 | 1/8 | 6.153 |
| 1 | 78 | 1/4 | 6.159 |
| 1 | 78 | 3/8 | 6.163 |
| 1 | 78 | 5/8 | 6.173 |
| 1 | 79 | | 6.182 |
| 1 | 79 | 1/8 | 6.188 |
| 1 | 79 | 1/4 | 6.194 |
| 1 | 79 | 3/8 | 6.198 |
| 1 | 79 | 5/8 | 6.208 |
| 1 | 80 | | 6.217 |
| 1 | 80 | 1/8 | 6.223 |
| 1 | 80 | 1/4 | 6.229 |
| 1 | 80 | 3/8 | 6.233 |
| 1 | 80 | 5/8 | 6.243 |
| 1 | 81 | | 6.252 |
| 1 | 81 | 1/8 | 6.258 |
| 1 | 81 | 1/4 | 6.264 |
| 1 | 81 | 3/8 | 6.268 |
| 1 | 81 | 5/8 | 6.278 |
| 1 | 82 | | 6.287 |
| 1 | 82 | 1/8 | 6.293 |
| 1 | 82 | 1/4 | 6.299 |
| 1 | 82 | 3/8 | 6.303 |
| 1 | 82 | 5/8 | 6.313 |
| 1 | 83 | | 6.322 |
| 1 | 83 | 1/8 | 6.328 |
| 1 | 83 | 1/4 | 6.334 |
| 1 | 83 | 3/8 | 6.338 |
| 1 | 83 | 5/8 | 6.348 |
| 1 | 84 | | 6.357 |
| 1 | 84 | 1/8 | 6.363 |
| 1 | 84 | 1/4 | 6.369 |
| 1 | 84 | 3/8 | 6.373 |
| 1 | 84 | 5/8 | 6.383 |
| 1 | 85 | | 6.392 |
| 1 | 85 | 1/8 | 6.398 |
| 1 | 85 | 1/4 | 6.404 |
| 1 | 85 | 3/8 | 6.408 |
| 1 | 85 | 5/8 | 6.418 |
| 1 | 86 | | 6.427 |
| 1 | 86 | 1/8 | 6.433 |
| 1 | 86 | 1/4 | 6.439 |
| 1 | 86 | 3/8 | 6.443 |
| 1 | 86 | 5/8 | 6.453 |
| 1 | 87 | | 6.462 |
| 1 | 87 | 1/8 | 6.468 |
| 1 | 87 | 1/4 | 6.474 |
| 1 | 87 | 3/8 | 6.478 |
| 1 | 87 | 5/8 | 6.488 |
| 1 | 88 | | 6.497 |
| 1 | 88 | 1/8 | 6.503 |
| 1 | 88 | 1/4 | 6.509 |
| 1 | 88 | 3/8 | 6.513 |
| 1 | 88 | 5/8 | 6.523 |
| 1 | 89 | | 6.532 |
| 1 | 89 | 1/8 | 6.538 |
| 1 | 89 | 1/4 | 6.544 |
| 1 | 89 | 3/8 | 6.548 |
| 1 | 89 | 5/8 | 6.558 |
| 1 | 90 | | 6.567 |
| 1 | 90 | 1/8 | 6.573 |
| 1 | 90 | 1/4 | 6.579 |
| 1 | 90 | 3/8 | 6.583 |
| 1 | 90 | 5/8 | 6.593 |
| 1 | 91 | | 6.602 |
| 1 | 91 | 1/8 | 6.608 |
| 1 | 91 | 1/4 | 6.614 |
| 1 | 91 | 3/8 | 6.618 |
| 1 | 91 | 5/8 | 6.628 |
| 1 | 92 | | 6.637 |
| 1 | 92 | 1/8 | 6.643 |
| 1 | 92 | 1/4 | 6.649 |
| 1 | 92 | 3/8 | 6.653 |
| 1 | 92 | 5/8 | 6.663 |
| 1 | 93 | | 6.672 |
| 1 | 93 | 1/8 | 6.678 |

L487994

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

PART 1.

PLAN D.P. DP238042

Subdivision covered by Council Clerk's Certificate No. 7063 of 1969.

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND:

GOLDEN GATES (SYDNEY) PTY. LIMITED, 110 Bathurst Street, Sydney.

IDENTITY OF EASEMENT OR RESTRICTION REFERRED TO IN ABOVEMENTIONED PLAN:

Restriction as to user.

SCHEDULE OF LOTS, ETC. AFFECTED

| Lots Burdened | Lots Benefited |
|---|---|
| Each lot | Every other lot |

PART 2.

TERMS OF RESTRICTION AS TO USER REFERRED TO IN ABOVEMENTIONED PLAN:

a) No building shall be erected other than of brick or brick veneer construction;

b) The value of any such building shall not be of less value than $10,000.00. such value shall be the actual cost of labour and materials alone and any question as to value shall be conclusively settled by the vendor's surveyor.

NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY RESTRICTION REFERRED TO IN ABOVEMENTIONED PLAN:

Golden Gates (Sydney) Pty. Limited.

THE COMMON SEAL of GOLDEN GATES (SYDNEY) PTY. LIMITED was hereunto affixed by authority of the Board of Directors in the presence of:

Director.

Director.

Secretary.

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

Plan: D.P. DP238042

Subdivision covered by Council Clerk's Certificate 7063/69.

Full name and address of proprietors of the land:

GOLDEN GATES (SYDNEY) PTY. LIMITED a Company duly incorporated under the provisions of the Companies Act, 1961 of the State of New South Wales and having its registered office at Number 110 Bathurst Street, Sydney.

Identity of easement or restriction referred to in abovementioned plan:

Easement to Drain Water. ~~Common Drainage Line.~~

Schedule of lots affected.

| Lots Burdened. | Lots Benefited. |
|---|---|
| 20 | 21 & 22 |
| 21 | 22 |

THE COMMON SEAL of GOLDEN GATES (SYDNEY) PTY. LIMITED was hereunto affixed by authority of the Board and in the presence of:

Directors.

Secretary.

The OFFICIAL SEAL of INDUSTRIAL ACCEPTANCE CORPORATION LIMITED was hereunto affixed by and in the presence of the persons whose signatures appear hereunder, pursuant to the Authority for the Issue and Use of the Official Seal in New South Wales of INDUSTRIAL ACCEPTANCE CORPORATION LIMITED dated the 14th April, 1967 registered under Miscellaneous Register No. 93329 and Permanently Deposited at the Land Titles Office Sydney (each of such persons being the Holder for the time being of the office designated beneath his signature) and who hereby certify that such Seal was hereunto affixed on the day of 1969 at 323 Castlereagh Street, Sydney

State Manager
Chief Executive Officer for New South Wales
Industrial Acceptance Corporation Limited

Manager—Standard Finance Division
Industrial Acceptance Corporation Limited

Warringah Shire Council

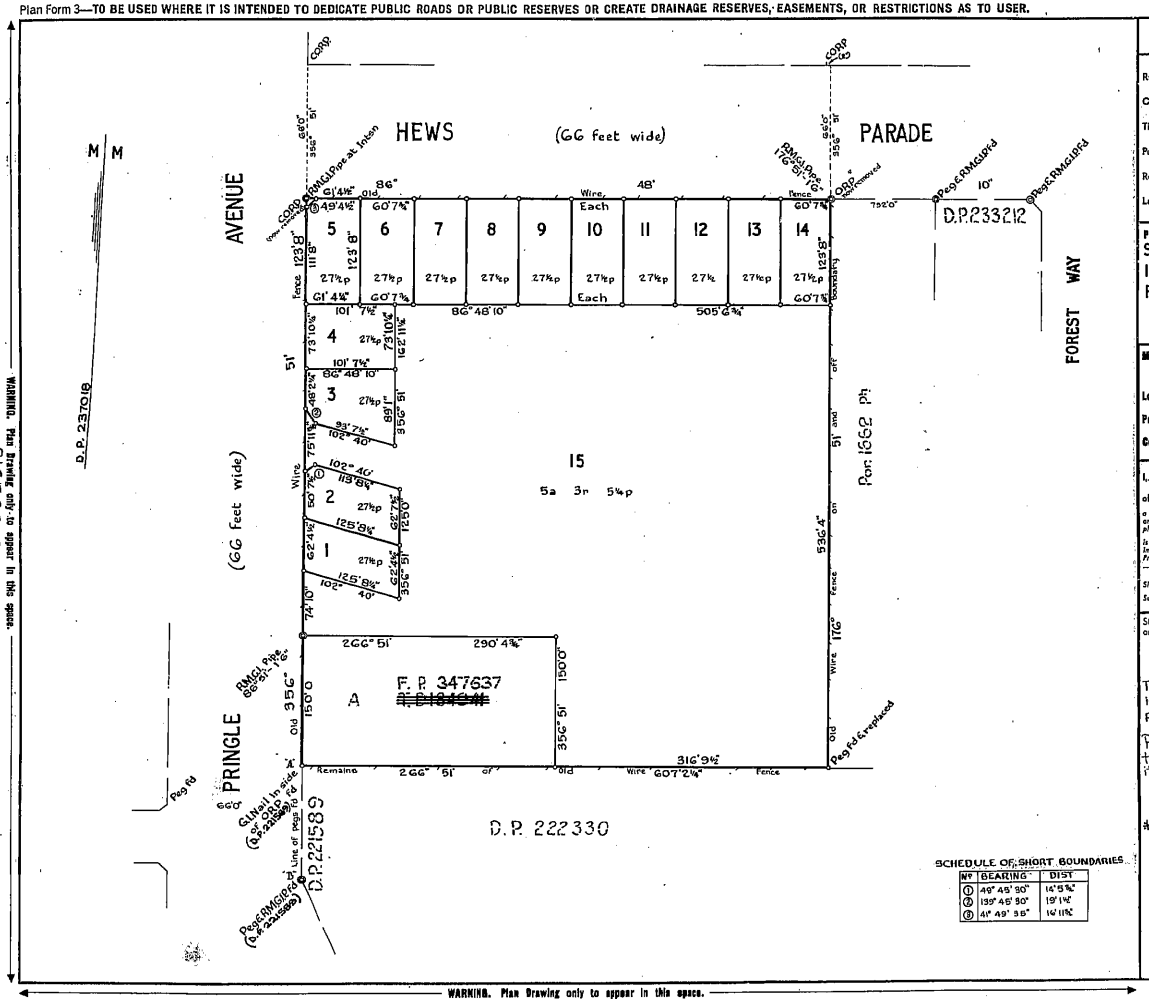
DEPUTY Shire Clerk

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

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 13th May, 1986

Req:R294764 /Doc:DP 0238042 B /Rev:24-Jun-1992 /Sts:OK.OK /Pgs:ALL /Prt:19-Sep-2018 13:22 /Seq:1 of 1
Ref:016713 /Src:M

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




SCHEDULE OF SHORT BOUNDARIES

| No | BEARING | DIST |
|---|---|---|
| ① | 49° 45' 30" | 14' 5¾" |
| ② | 139° 45' 30" | 19' 1½" |
| ③ | 41° 49' 38" | 14' 11¾" |

# D. P. 237018

Registered: 13-12-1968

C.A.N° 6917 of 12-9-1968

Title System: Torrens

Purpose: Subdivision

Ref. Map: Warringah Sh. 87

Last Plan F. P. 347637(Pt)

PLAN OF SUBDIVISION OF LOT B IN ~~D.818494~~ F.P.347637 AND PORTION 1661 PH.

Scale: 80 Feet to an inch

~~Mun./Shire~~ City: WARRINGAH

Locality: BELROSE

Parish: MANLY COVE

County: CUMBERLAND

I, Harold Keith Wright

of 21 Leader Avenue, PENSHURST

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 *(1) by me (2) under my immediate supervision in accordance with the Survey Practice Regulations, 1933, and was completed on 30-8-1968

Signature: H K Wright

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

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

(Signatures and Seals to appear in panel provided.)

The splayed corner of Lot 5 is hereby dedicated to the public as public road.

Pursuant to Section 88B of the Conveyancing Act, 1919-1964, it is intended to create:

Restrictions as to user #

# Instrument filed as L275375

OFFICE USE ONLY.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

SURVEYOR'S REFERENCE: 2686

SIGNATURES AND SEALS ONLY.

Council Clerk's Certificate.

I hereby certify that—

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

*(b) the requirements of section 345 of the [Metropolitan Water, Sewerage, and Drainage Act, 1924, as amended, [Hunter District Water, Sewerage, and Drainage Act, 1938, as amended,

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

Subdivision No. 6917

Date 12 SEP 1968

(Signature) Council Clerk.

*This part of certificate to be deleted where the application is only for the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Metropolitan Water Sewerage and Drainage Board, and the Hunter District Water Board.

†Delete if inapplicable.

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 237018

| FEET | INCHES | METRES |
|---|---|---|
| - | 2 | 0,051 |
| 1 | 6 | 0,457 |
| 23 | 8 | 7,214 |
| 25 | 8 1/4 | 7,830 |
| 46 | 2 1/4 | 14,688 |
| 49 | 4 1/4 | 15,043 |
| 49 | 4 1/2 | 15,050 |
| 50 | 7 1/2 | 15,431 |
| 60 | 7 3/4 | 18,485 |
| 61 | 4 1/4 | 18,701 |
| 61 | 4 1/2 | 18,707 |
| 62 | 4 1/2 | 19,012 |
| 62 | 7 1/2 | 19,088 |
| 66 | - | 20,117 |
| 73 | 10 1/4 | 22,511 |
| 74 | 10 | 22,809 |
| 75 | 11 5/8 | 23,155 |
| 89 | 1 | 27,153 |
| 93 | 7 1/2 | 28,527 |
| 101 | 7 1/2 | 30,975 |
| 111 | 8 | 34,036 |
| 113 | 8 1/4 | 34,682 |
| 123 | 8 | 37,694 |
| 125 | - | 38,100 |
| 125 | 8 1/4 | 38,310 |
| 150 | - | 45,720 |
| 162 | 11 1/4 | 49,663 |
| 290 | 4 3/4 | 88,513 |
| 316 | 9 1/2 | 96,558 |
| 505 | 6 3/4 | 154,095 |
| 536 | 4 | 163,474 |
| 607 | 2 1/4 | 185,071 |
| 792 | - | 241,402 |

| AC | RD | P | SQ M |
|---|---|---|---|
| - | - | 27 1/2 | 695,6 |

| AC | RD | P | HA |
|---|---|---|---|
| 5 | 3 | 5 1/4 | 2,34 |

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 18th day of July, 1977

1

Req:R294765 /Doc:DP 0237018 P /Rev:11-Jun-1992 /Sts:OK.OK /Pgs:ALL /Prt:19-Sep-2018 13:22 /Seq:1 of 1
Ref:016713 /Src:M

L275375

L689

L275375

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

PART 1.

| | |
|---|---|
| Plan: D.P. DP237018 | Subdivision covered by Council Clerk's Certificate No. 6917 of 1968. |
| Full name and address of proprietor of the land: | Golden Gates (Sydney) Pty. Limited, 161 William Street, Sydney. |
| Identity of easement or restriction referred to in abovementioned plan: | Restrictions as to user. |

Schedule of lots, etc. affected.

| Lots burdened. | Lots benefited. |
|---|---|
| Each lot. | Every other lot. |

PART 2.

Terms of restriction as to user referred to in abovementioned plan.

(a) No building shall be erected other than of brick or brick veneer construction.

(b) The value of any such building shall not be of a less value than $10,000.00. Such value shall be the actual cost of labour and materials alone and any question as to value shall be conclusively settled by the Vendor's surveyor.

Name of person empowered to release, vary or modify restriction referred to in abovementioned plan.

Golden Gates (Sydney) Pty. Limited.

THE COMMON SEAL of GOLDEN GATES (SYDNEY) PTY. LIMITED was hereunto affixed by authority of the Board of Directors and in the presence of:

Acting Secretary

GOLDEN GATES (SYDNEY) PTY. LIMITED Common Seal

ST. KILDA INVESTMENTS PTY. LIMITED Common Seal

THE COMMON SEAL OF ST. KILDA INVESTMENTS PROPRIETARY LTD.

As mortgagees under mortgage No L61017

Warringah Shire Council

Deputy Shire Clerk

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

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 12th May, 1986

Req:R294766 /Doc:DP 0237018 B /Rev:26-Jun-1992 /Sts:OK.OK /Pgs:ALL /Prt:19-Sep-2018 13:22 /Seq:1 of 1
Ref:016713 /Src:M

# Northern Beaches Council Planning Certificate – Part 2

**Applicant:** Rigg Conveyancing
PO Box 288
NARRABEEN NSW 2101

**Reference:** WELSH
**Date:** 19/09/2018
**Certificate No.** ePLC2018/5806

**Address of Property:** 1 The Vale BELROSE NSW 2085
**Description of Property:** Lot 15 DP 238042

# Planning Certificate – Part 2

The following certificate is issued under the provisions of Section 10.7(2) of the *Environmental Planning and Assessment Act 1979* (as amended – formerly Section 149). The information applicable to the land is accurate as at the above date.

## 1. Relevant planning instruments and Development Control Plans

### 1.1 The name of each environmental planning instrument that applies to the carrying out of development on the land:

### 1.1a) Local Environmental Plan

Warringah Local Environmental Plan 2011

### 1.1b) State Environmental Planning Policies and Regional Environmental Plans

State Environmental Planning Policy 1—Development Standards
State Environmental Planning Policy 19 – Bushland in Urban Areas
State Environmental Planning Policy 21 – Caravan Parks
State Environmental Planning Policy 30 – Intensive Agriculture
State Environmental Planning Policy 33 – Hazardous and Offensive Development
State Environmental Planning Policy 50 – Canal Estate Development
State Environmental Planning Policy 55 – Remediation of Land
State Environmental Planning Policy 62—Sustainable Aquaculture
State Environmental Planning Policy 64 – Advertising and Signage
State Environmental Planning Policy 65 – Design Quality of Residential Apartment Development
State Environmental Planning Policy No 70—Affordable Housing (Revised Schemes)
State Environmental Planning Policy (Affordable Rental Housing) 2009
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
State Environmental Planning Policy (Infrastructure) 2007
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007
State Environmental Planning Policy (State and Regional Development) 2011
State Environmental Planning Policy (State Significant Precincts) 2005
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
Sydney Regional Environmental Plan No 20-Hawkesbury-Nepean River (No 2-1997)
State Environmental Planning Policy No 44-Koala Habitat Protection
Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005
Sydney Regional Environmental Plan No 9-Extractive Industry (No 2-1995)

## 1.2 Draft Environmental Planning Instruments

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 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):

## 1.2 a) Draft State Environmental Planning Policies

Review of State Environmental Planning Policy 44 – Koala Habitat Protection
State Environmental Planning Policy No 64— Advertising and Signage (Amendment No 3)
Draft State Environmental Planning Policy (Environment)
Proposed new rules for Site Compatibility Certificates – State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
Draft State Environmental Planning Policy (Primary Production and Rural Development)

## 1.2 b) Draft Local Environmental Plans

**Planning Proposal - Ralston Avenue (Belrose) (PEX2013/0003)**

**Applies to land:** Lot 1 DP 1139826, Ralston Avenue, Belrose

**Outline:** Amends WLEP 2000 and WLEP 2011 to:

- Rezone land on Ralston Avenue Belrose from Locality C8 - Belrose North to part R2 Low Density Residential, part RE1 Public Recreation and part E3 Environmental Conservation.
- Introduce subdivision lot size and height of building controls to land proposed to be zoned R2 Low Density Residential.

**Council resolution:** 25 November 2014

**Gateway Determination:** 28 January 2015

**Planning Proposal - Dee Why Town Centre Planning Controls (PEX2018/0002)**

**Applies to land:** Dee Why Town Centre (boundaries identified within the Planning Proposal)

**Outline:** Amends WLEP 2011 to:

- Increase maximum permissible building heights
- Introduce floor space ratio controls
- Provide development standards in relation to car parking, building setbacks and building proportion

- Identify additional “Key Sites”
- Implement a delivery mechanism for key infrastructure and public domain improvements

**Council resolution:** 23 September 2014

**Gateway Determination:** 1 April 2015 amended 22 September 2016

## 1.3 Development Control Plans

The name of each development control plan that applies to the carrying out of development on the land:

Warringah Development Control Plan 2011

# 2. Zoning and land use under relevant Local Environmental Plans

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):

## 2.1 Zoning and land use under relevant Local Environmental Plans

## 2.1 (a), (b), (c) & (d)

The following information identifies the purposes for which development may be carried out with or without development consent and the purposes for which the carrying out of development is prohibited, for all zones (however described) affecting the land to which the relevant Local Environmental Plan applies.

**EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011**

**Zone R2 Low Density Residential**

**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 ensure that low density residential environments are characterised by landscaped settings that are in harmony with the natural environment of Warringah.

**2 Permitted without consent**

Home-based child care; Home occupations

**3 Permitted with consent**

Bed and breakfast accommodation; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Group homes; Health consulting rooms; Home businesses; Hospitals; Places of public worship; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Veterinary hospitals

**4 Prohibited**

Any development not specified in item 2 or 3

### Additional permitted uses

Additional permitted uses, if any, for which development is permissible with development consent pursuant to Clause 2.5 and Schedule 1 of the relevant Local Environmental Plan:

Nil

### (e) Minimum land dimensions

The *Warringah Local Environmental Plan 2011* contains no development standard that fixes minimum land dimensions for the erection of a dwelling house on the land.

### (f) Critical habitat

The land does not include or comprise critical habitat.

### (g) Conservation areas

The land is not in a heritage conservation area.

### (h) Item of environmental heritage

The land does not contain an item of environmental heritage.

### 2.2 Draft Local Environmental Plan - if any

For any proposed changes to zoning and land use, see Part 1.2 b)
Please contact Council's Strategic and Place Planning unit with enquiries on 1300 434 434.

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

The *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* does not apply to the land.

## 3. Complying Development

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

### a) Housing Code

Complying Development under the Housing Code may be carried out on all of the land.

### b) Rural Housing Code

Complying Development under the Rural Housing Code may be carried out on all of the land.

## c) Low Rise Medium Density Code

Complying Development under the Low Rise Medium Density Code may not be carried out on all the land.

**Note**: Pursuant to clause 3B.63 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, all land in Northern Beaches Council is a 'deferred area' meaning that the Low Rise Medium Density Code does not apply until 1 July 2019.

## d) Greenfield Housing Code

Complying Development under the Greenfield Housing Code may not be carried out on all of the land.

## e) Housing Alterations Code

Complying Development under the Housing Alterations Code may be carried out on all of the land.

## f) General Development Code

Complying Development under the General Development Code may be carried out on all of the land.

## g) Commercial and Industrial Alterations Code

Complying Development under the Commercial and Industrial Alterations Code may be carried out on all of the land.

## h) 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 all of the land.

## i) Container Recycling Facilities Code

Complying Development under the Container Recycling Facilities Code may be carried out on all of the land.

## j) Subdivisions Code

Complying Development under the Subdivisions Code may be carried out on all of the land.

## k) Demolition Code

Complying Development under the Demolition Code may be carried out on all of the land.

## l) Fire Safety Code

Complying Development under the Fire Safety Code may be carried out on all of the land.

# 4, 4A (Repealed)

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

The owner of the land (or any previous owner) has not 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).

## 5. Mine Subsidence

The land has not been proclaimed to be a mine Subsidence (Mine Subsidence) district within the meaning of section 15 of the *Mine Subsidence (Mine Subsidence) Compensation Act, 1961*.

## 6. Road widening and road realignment

(a) The land is not affected by a road widening or re-alignment proposal under Division 2 of Part 3 of the *Roads Act 1993*.

(b) The land is not affected by a road widening or re-alignment proposal under an environmental planning instrument.

(c) The land is not affected by a road widening or re-alignment proposal under a resolution of Council.

## 7. Council and other public authority policies on hazard risk restriction

(a) Council has adopted a number of policies with regard to various hazards or risks which may restrict development on this land. The identified hazard or risk and the respective Council policies which affect the property, if any, are listed below (other than flooding – see 7A):

Nil

(b) The following information applies to any policy as 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 a planning certificate issued by the Council. The identified hazard or risk and the respective Policy which affect the property, if any, are listed below:

Nil

## 7A. Flood related development control Information

(1) Development on the 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 not subject to flood related development controls.

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

## 8. Land reserved for acquisition

Environmental planning instrument referred to in Clause 1 does not make provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act.

## 9. Contribution plans

The following applies to the land:

Northern Beaches Contributions Plan 2018

## 9A. Biodiversity certified land

The land is not biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016* (includes land certified under Part 7AA of the repealed *Threatened Species Conservation Act 1995*).

## 10. Biodiversity Stewardship Sites

The Council has not been notified by the Chief Executive of the Office of Environment and Heritage that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* (includes land to which a biobanking agreement under Part 7A of the repealed *Threatened Species Conservation Act 1995* relates).

## 10A. Native vegetation clearing set asides

Council has not been notified by Local Land Services of the existence of a set aside area under section 60ZC of the *Local Land Services Act 2013*.

## 11. Bush fire prone land

The land is not bush fire prone land.

## 12. Property vegetation plans

The Council has not been notified that the land is land to which a vegetation plan under the *Native Vegetation Act 2003* applies.

## 13. Orders under Trees (Disputes Between Neighbours) Act 2006

Council has not been notified of the existence of an order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

## 14. Directions under Part 3A

There is not 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.

## 15. Site compatibility certificates and conditions for seniors housing

(a) There is not a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land.

(b) No condition of consent applies to the property that limits the kind of people who may occupy the premises/ development. This refers only to consents granted after 11 October 2007 with

conditions made in accordance with clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*.

## 16. Site compatibility certificates for infrastructure, schools or TAFE establishments

There is not a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land.

## 17. Site compatibility certificate and conditions for affordable rental housing

(a) There is not a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land.

(b) There are not 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.

## 18. Paper subdivision information

There is no current paper subdivision, of which council is aware, in respect of this land according to Part 16C of the *Environmental Planning and Assessment Regulation 2000*.

## 19. Site verification certificates

There is no current site verification certificate, of which council is aware, in respect of the land according to Part 4AA of the *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*.

## 20. Loose-fill asbestos insulation

The residential dwelling erected on this land has not been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

This clause applies to residential premises (within the meaning of Division 1A of part 8 of the Home Building Act 1989) that are listed in the register that is required to be maintained under that Division.

Contact NSW Fair Trading for more information.

## 21 Affected building notices and building product rectification orders

(1) There is not an affected building notice of which the council is aware that is in force in respect of the land.
(2) There is not a 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

(3) There is not a 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.

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*.

## Additional matters under the 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) the land to which the certificate relates is not significantly contaminated land within the meaning of that Act

(b) the land to which the certificate relates is not subject to a management order within the meaning of that Act

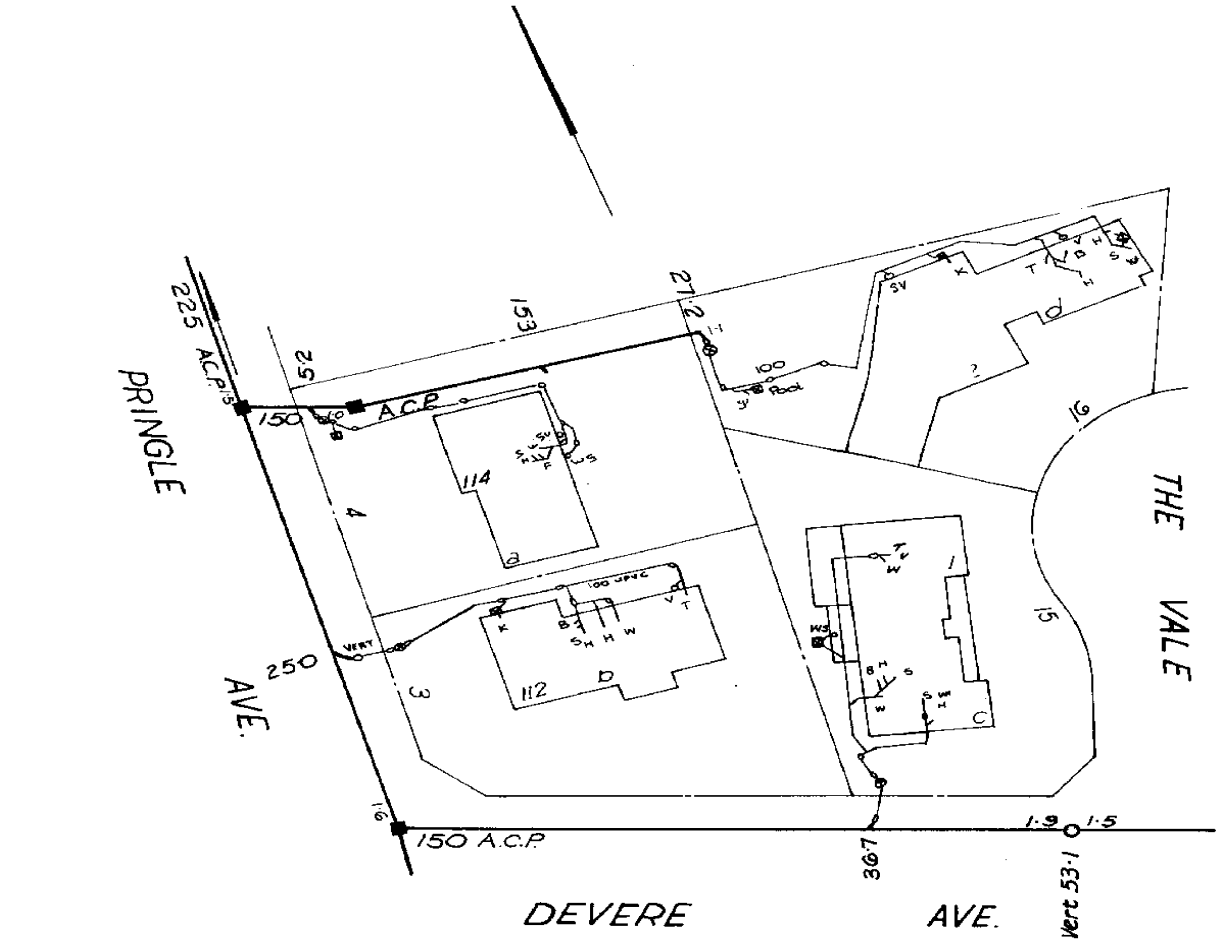
(c) the land to which the certificate relates is not the subject of an approved voluntary management proposal within the meaning of that Act

(d) the land to which the certificate relates is not subject to an ongoing maintenance order within the meaning of that Act

(e) the land to which the certificate relates is not the subject of a site audit statement

If contamination is identified above please contact the Environmental Protection Authority (EPA) for further information.

**David Kerr**
**Acting Chief Executive Officer**
**19/09/2018**




Copy of Diagram No.

M.W.S. & D.B.

## SEWERAGE SERVICE DIAGRAM

**Municipality of** Warringah

**Suburb of** Belrose

*Scale: Approx. 1:500*
*Distances/depths in metres*
*pipe diameters in millimetres*

**SEWER AVAILABLE**

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

**NOTE:** This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By-law 8 Clause 3). The existence and position of Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at Board's Head Office or in the case of South Coast District at Board's Wollongong Office (Section 33 of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only.

**SYMBOLS AND ABBREVIATIONS**

| | | | |
|---|---|---|---|
| ⌑ | Boundary Trap | IP | Induct Pipe |
| ⊕ | Inspection Shaft | MF | Mica Flap |
| ■ | Pit | T | Tubs |
| G | Grease Intercepter | K | Kitchen Sink |
| ⊠ | Gully | W | Water Closet |
| ⊠ P | P Trap | B | Bath Waste |
| ■ R | Reflux Valve | H | Handbasin |
| ⌔ | Cleaning Eye | S | Shower |
| O Vert | Vertical Pipe | Jn | Junction |
| O V | Vent Pipe | DW | Dishwasher |
| O SV | Soil Vent Pipe | F | Floor Waste |
| O WS | Waste Stack | M | Washing Machi |

**DRAINAGE**

Supervised by
..... ...../...../.....
Inspector

Field Diagram Examined by
..... ...../...../.....
Chief Inspector

Date of Issue

Tracing Checked by
..... ...../...../.....

**PLUMBING**

Supervised by
..... ...../...../.....
Inspector

Outfall N.S. Drainer.....
W.s..... Ur.s..... Plumber.....
W.O. 48057 Gaz. on 7/3/80
W.O..... Gaz. on ...../...../.....
Boundary Trap ■/is not required

..... ...../...../.....
for House Services Engineer

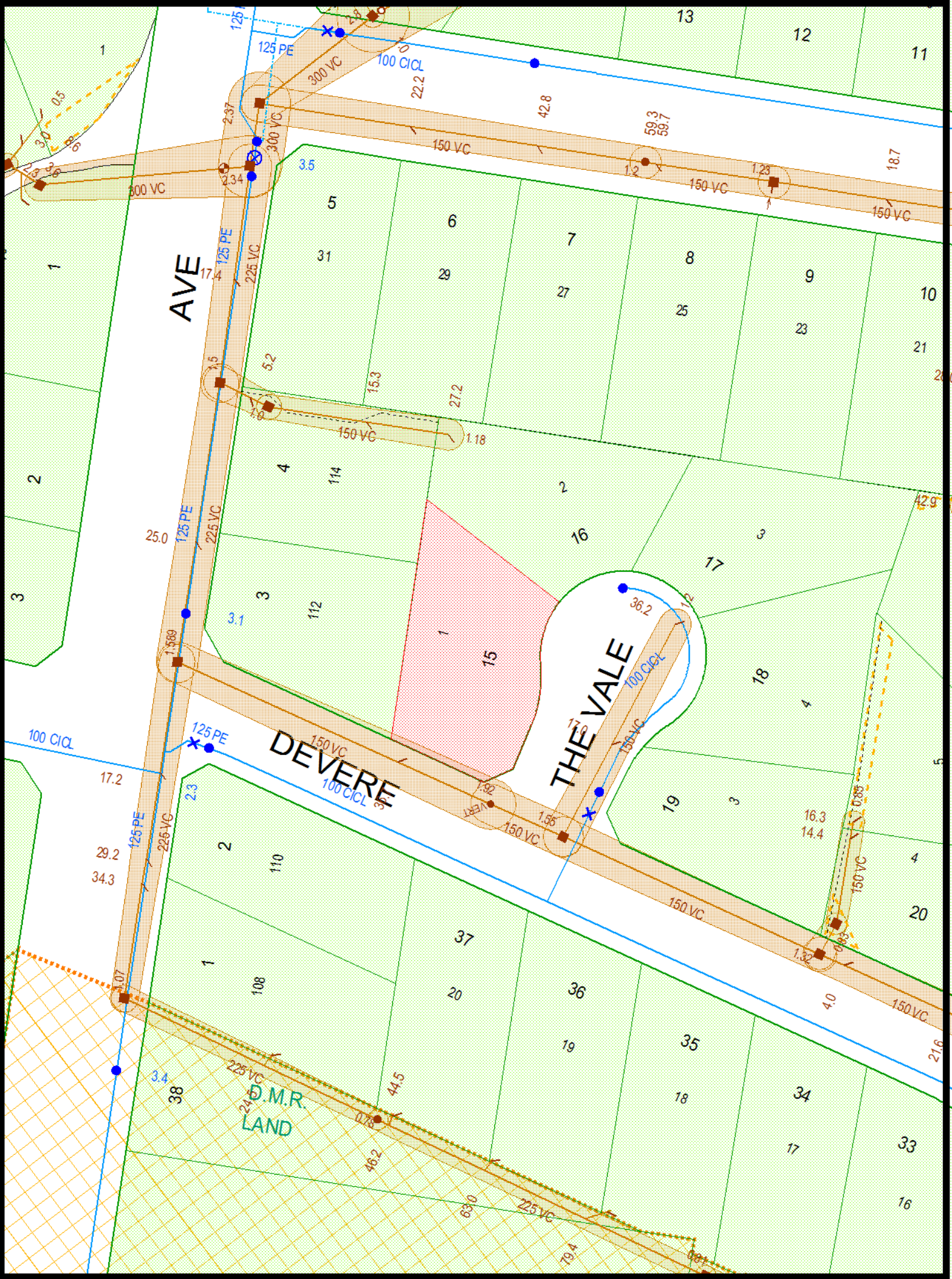
0655803

Connection Dates: a: 6/5/80 b: 25/3/80 c: 17/3/80 d: 20/5/80 e:...../...../..... f:...../...../..... g:...../...../..... h:...../...../..... j:...../...../..... k:...../...../..... m:...../...../..... n:...../...../..... p:...../...../.....

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

Application No. 9991767
Created on Sep 19, 2018 1:22:52 PM

**Application No.** 9991768 Created on Sep 19, 2018 1:22:51 PM




**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.**