

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	McGrath Estate Agents Pittwater 39 Avalon Parade, Avalon NSW 2107 Email: jameshayward@mcgrath.com.au	Phone: 02 9918 6700 Fax: 02 9973 1175 Ref: James Hayward
co-agent		
vendor	Terrence James Fay 20 Wongala Avenue, Elanora Heights NSW 2101	
vendor's solicitor	Rigg Conveyancing 10 Rickard Road, North Narrabeen NSW 2101 PO Box 288, Narrabeen NSW 2101 Email: kimberlee@riggconveyancing.com	Phone: (02) 9913 9861 Fax: (02) 8088 6586 Ref: KR:8029
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	20 Wongala Avenue, Elanora Heights NSW 2101 Lot 68 in Deposited Plan 217197 Folio Identifier 68/217197	
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> other:			
exclusions	curtains			
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$ _____	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

Where there is more than one purchaser JOINT TENANTS
 tenants in common in unequal shares, specify: _____

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

buyer's agent

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

SIGNING PAGE

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

Choices

Vendor agrees to accept a **deposit-bond** NO yes

Nominated Electronic Lodgement Network (ELN) (clause 4): PEXA

Manual transaction (clause 30) NO yes

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

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

Land tax is adjustable NO yes

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

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

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

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

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

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off-the-plan contract <input type="checkbox"/> 59 other document relevant to off-the-plan contract
<p>Home Building Act 1989</p> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover	<p>Other</p> <input type="checkbox"/> 60
<p>Swimming Pools Act 1992</p> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* 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 *servicing* 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 *servicing* a notice. After the *termination* the vendor can –

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

20 WONGALA AVE ELANORA HEIGHTS NSW 2107

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 5.00pm 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 \$330.00 (GST inclusive) from the other party to cover the cost for issuing such Notice.
2. 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.
3. 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.
4. 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 inure thereafter for the benefit of the Vendor.

5. The form of Contract annexed is amended as follows:
 - a. Clause 7.1.1 is amended by replacing '5%' with '1%'
 - b. Clause 25 delete in its entirety.
 - c. 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".
 - d. Clause 23.6.1 is amended by replacing all words with "the vendor is liable for all contributions due before the contract date".
 - e. Clause 23.6.2 is amended by replacing all words with "the purchaser is liable for all contributions due after the contract date".
 - f. Clause 23.13 is amended by replacing '7 days' with '3 days'.
6. If the Vendor or Purchaser or, if more than one, any 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.
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 purchaser agrees that the signing of this Contract shall be full and irrevocable authority that the stakeholder is authorised to release such deposit without further written authorisation from the purchaser or their legal representative.
8. 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 2022, then the Vendors shall not be required to expend monies or carry out any such work or rectify such defects.
9. Should the Purchaser become entitled to rescind the contract for breach of the Vendor warranty prescribed in the Conveyancing (Sale of Land) Regulation 2022, the vendor shall also be entitled to rescind the contract provided such right is exercise before the Purchaser has served his notice of rescission.
10. **Requisitions**

The attached Law Society Requisitions 2017 are deemed to be served on the date of this contract.
11. Payment of Part Deposit – less than 10% - Notwithstanding any other provision in this contract, if on the date hereof the purchaser, with the agreement of the vendor, has paid less than the ten percent (10%) deposit, then the purchaser agrees that the deposit payable is ten per cent (10%) which will be paid as follows:
 - a. Five per cent (5%) payable to the stakeholder on the date hereof; and

- b. The balance of the ten per cent (10%) deposit payable to the vendor (or as directed by the vendor or his conveyancer) on completion or on termination of this contract in accordance with standard clause 9.
- c. The clause 2.9 is amended by deleting the words 'the parties equally' in line 3 and inserting in lieu the words "the vendor".
- d. This clause shall not merge on completion and the vendor shall be entitled to sue for recovery for so much of the 10% deposit that remains outstanding as a debt due by the Purchaser to the vendor together with interest at the rate of 10% per annum from the date of the demand for such amount until the date of payment in full of the balance of the deposit and interest.

12. 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 contract 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.

13. 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.

- 14. Notwithstanding any other provision of this contract, if a cooling-off period applies, then the deposit shall 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 no later than 5pm on the expiry of the cooling off period, 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.
15. For the purposes of execution of this contract, a scanned, emailed or other electronically delivered signature of any party shall be deemed to constitute an original signature, and electronic copies hereof shall be deemed to constitute duplicate originals. Each party hereby consents to be bound by such electronically delivered signatures and/or counterparts.
 16. Error in Adjustments: If any error is made in the calculation of any apportionment of outgoings required to be made under this contract, the parties agree to correct such error and reimburse each other accordingly after settlement. This clause shall not merge on completion.
 17. The purchaser authorises the agent to make the deposit available for settlement should the vendor require it for completion of another contract, discharge the vendor's liability under any mortgage associated with the property or to pay existing land tax.

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?

- (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 of 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.



FOLIO: 68/217197

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
26/9/2024	3:24 PM	2	8/9/2018

LAND

LOT 68 IN DEPOSITED PLAN 217197
AT ELANORA
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF NARRABEEN COUNTY OF CUMBERLAND
TITLE DIAGRAM DP217197

FIRST SCHEDULE

TERRENCE JAMES FAY (T L337804)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 F219671 RIGHT OF WAY APPURTENANT TO THE LAND ABOVE
DESCRIBED AFFECTING LOT 147 IN DEPOSITED PLAN 22670
- 3 H750974 COVENANT
- 4 L437605 MORTGAGE TO WESTPAC BANKING CORPORATION
- 5 X943057 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

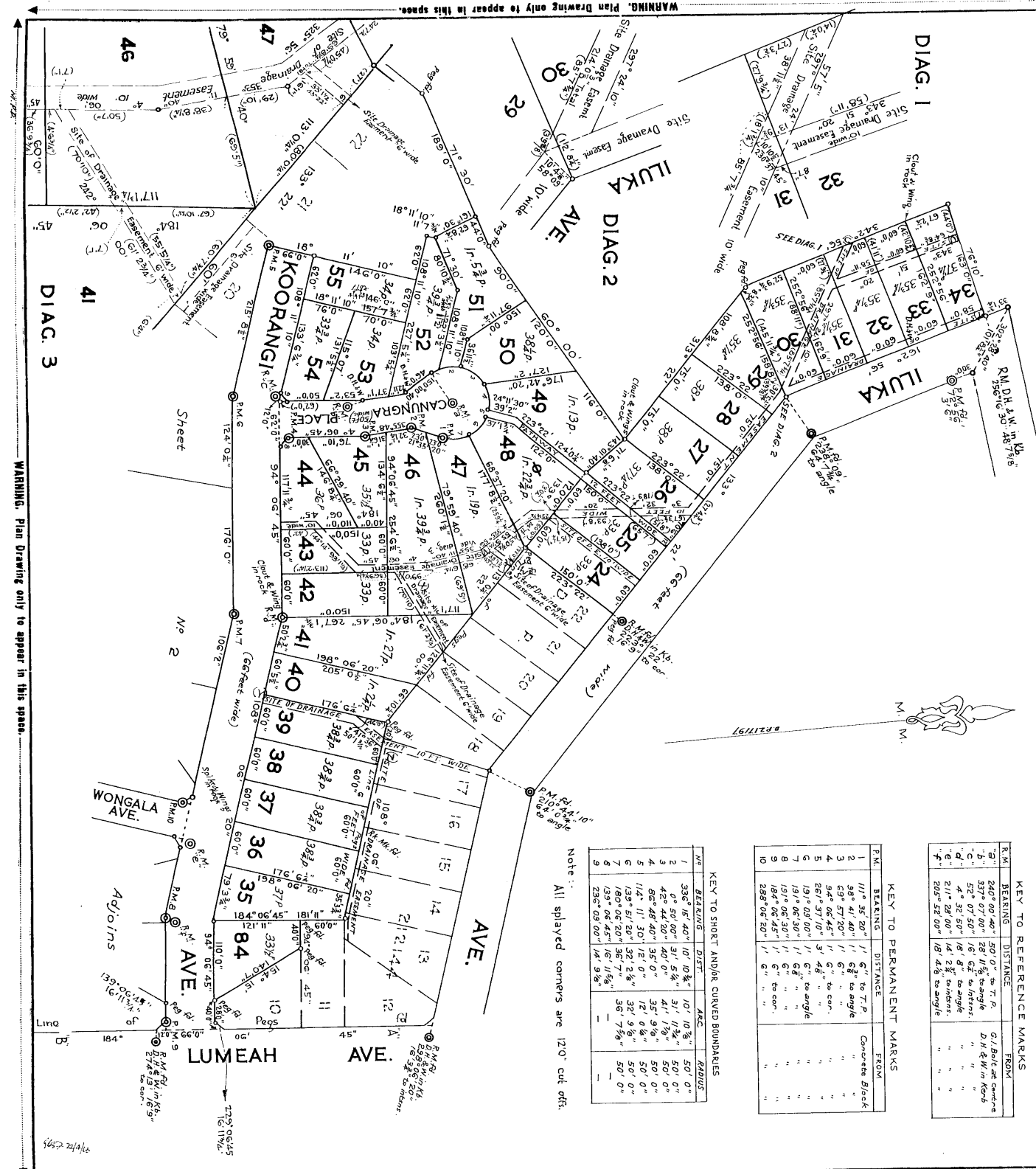
Pending

PRINTED ON 26/9/2024

* 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.

Form 2 - TO BE USED WHERE DEDICATIONS, DRAINAGE RESERVES AND PUBLIC GARDEN AND RECREATION SPACES ARE PROVIDED.

Sheet 1 of 2 sheets



KEY TO REFERENCE MARKS

R.M.	BEARING	DISTANCE	FROM
a	240° 00' 40"	50' 0"	to T.P.
b	337° 07' 00"	28' 11 1/2"	to Centre D.H. & W. in Kerb
c	52° 07' 50"	16' 6"	to angle
d	4° 32' 50"	16' 8"	to angle
e	211° 28' 00"	14' 2 1/2"	to angle
f	205° 52' 00"	18' 4 1/2"	to angle

KEY TO PERMANENT MARKS

P.M.	BEARING	DISTANCE	FROM
1	112° 35' 20"	1' 6"	to T.P.
2	98° 41' 40"	1' 6"	to angle
3	69° 57' 20"	1' 6"	to cor.
4	94° 06' 45"	1' 6"	to cor.
5	261° 37' 10"	3' 4 1/2"	to angle
6	191° 09' 10"	1' 6"	to angle
7	191° 06' 30"	1' 6"	to cor.
8	191° 06' 30"	1' 6"	to cor.
9	184° 06' 45"	1' 6"	to cor.
10	288° 06' 20"	1' 6"	to cor.

KEY TO SHORT AND/OR CURVED BOUNDARIES

N°	BEARING	DIST.	ARC	RADIUS
1	336° 15' 40"	10' 10 1/2"	10' 10 1/2"	50' 0"
2	0° 50' 00"	31' 5 1/2"	31' 11 1/2"	50' 0"
3	42° 44' 20"	40' 0"	41' 1 1/2"	50' 0"
4	66° 48' 40"	35' 0"	35' 9 1/2"	50' 0"
5	114° 11' 30' 1/2"	0"	12' 0 1/2"	50' 0"
6	139° 51' 20"	32' 2 1/2"	32' 9 1/2"	50' 0"
7	180° 00' 20"	36' 7 1/2"	36' 7 1/2"	50' 0"
8	139° 06' 45"	16' 11 1/2"	16' 11 1/2"	50' 0"
9	235° 09' 20"	14' 9 1/2"	14' 9 1/2"	50' 0"

Note: All played corners are 120° cut off.

DP217197

Registered: 5750 of 3/-/-63
 C.A.: 5750 of 3/-/-63
 Title System: Torrens
 Purpose: Subdivision
 Parish: Parrish
 Ret. Map: D P 212144
 Last Plan: D P 212144

PLAN OF Subdivision of part of the land comprised within Certificate of Title Volume 9265 Folio 238 Being Part of Lot 23 D P 212144
 Scale: 100 feet to an inch

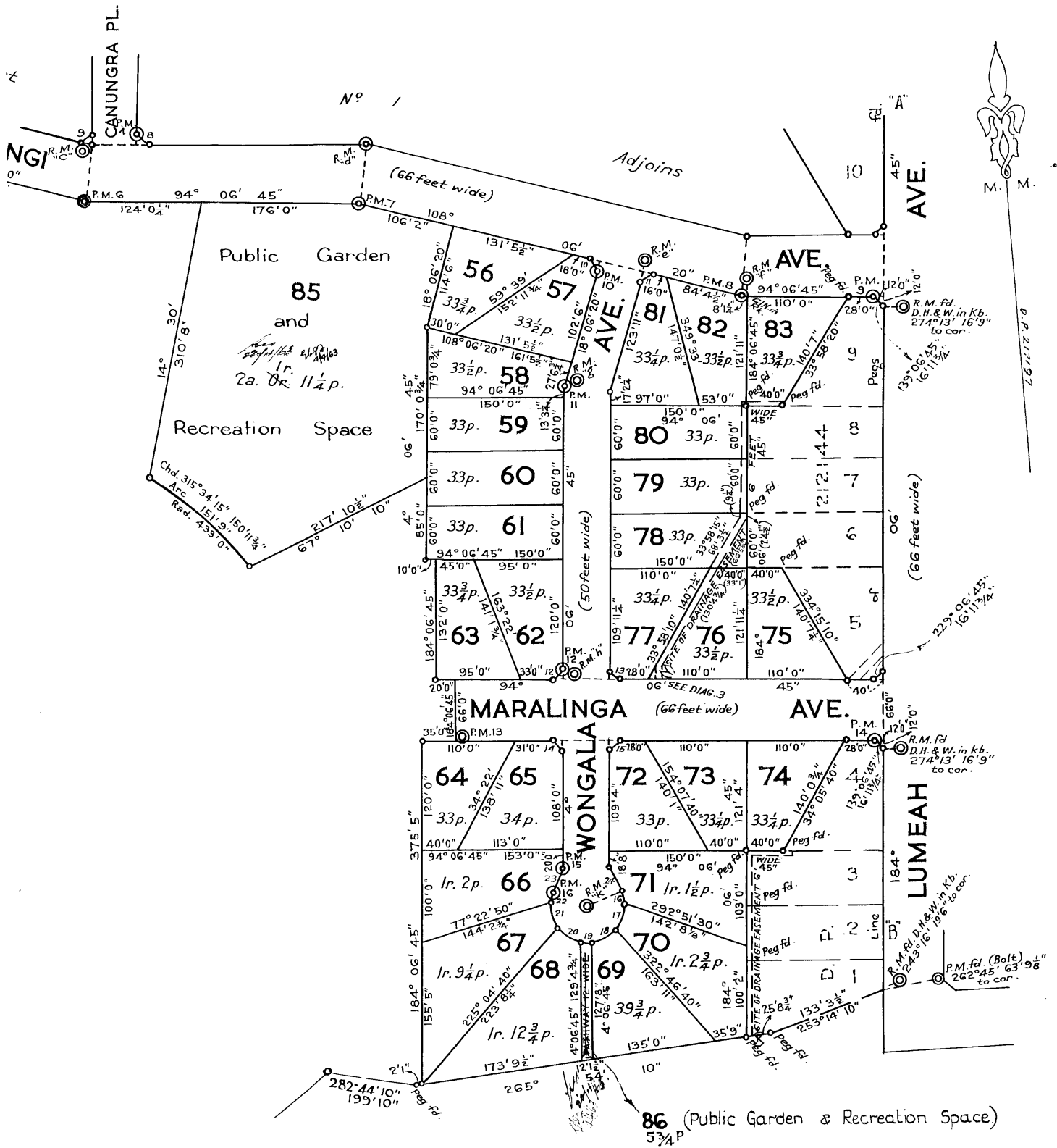
Shire Warringham
 Locality: Elanora
 Parish: Narrabeen
 County: Cumberland

1. Geoffrey Charles Stuart Foxall
 a. Foxall and Lines, Sydney
 a surveyor registered under the Surveyors Act, 1929, as amended and 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 provisions of the Regulations, 1951; (3) by me or under my supervision on 15th August 1962.

Statements of Dedication, Easement, (Signatures and Seals to appear in panel provided)
 It is intended to create an Easement for Drainage 10 feet wide in favour of the Warringham Shire Council, over part of lots 34, 33, 32, 31, 30, 29, 28, 27, 26, 25, 48, 47, 46, 45 and 44 shown "Site of Drainage Easement 10 feet wide" on plan.
 It is intended to create an Easement for Drainage 10 feet wide in favour of the Warringham Shire Council, over part of lots 76, 75, 74, 73, 72, 71, 70, 69 and 68 shown "Site of Drainage Easement 10 feet wide" on plan.
 It is intended to dedicate the new roads Kangoola Place, Koorangi Avenue, Warringham Avenue and Mangalinga Avenue to the public for road purposes. It is intended to dedicate the Pathway 12 feet wide between lots 28 and 26 and between lots 48 and 49 to the public for road purposes.
 It is intended to dedicate the Pathway 12 feet wide between lots 68 and 69 to the public for road purposes.
 It is intended to dedicate the new roads Kangoola Place, Koorangi Avenue, Warringham Avenue and Mangalinga Avenue to the public for road purposes. It is intended to dedicate the Pathway 12 feet wide between lots 28 and 26 and between lots 48 and 49 to the public for road purposes.
 It is intended to dedicate the new roads Kangoola Place, Koorangi Avenue, Warringham Avenue and Mangalinga Avenue to the public for road purposes. It is intended to dedicate the Pathway 12 feet wide between lots 28 and 26 and between lots 48 and 49 to the public for road purposes.

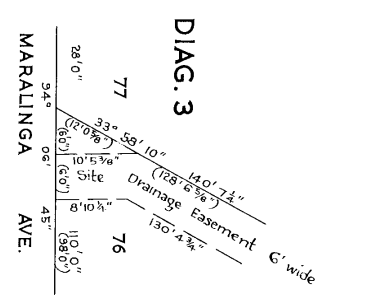
AREA OF LOT 48 CALCULATED AS 1191m² (1r. 7per) FROM THE DIMENSIONS OF THIS PLAN VIDE 2016-444

OFFICE USE ONLY.



DP 217197 SHEET 2 OF 2 SHEETS

WARNING. Plan Drawing only to appear in this space.



KEY TO REFERENCE MARKS

P.M.	BEARING	DISTANCE	FROM
"C"	52° 07' 50"	16' 6 1/2"	to intersection
"D"	4° 36' 50"	18' 8"	to angle
"E"	21° 28' 00"	14' 2 1/2"	to intersection
"F"	205° 52' 00"	18' 4 1/2"	to angle
"G"	29° 04' 10"	15' 10"	"
"H"	248° 51' 20"	12' 11 1/2"	to intersection
"K"	69° 40' 15"	40' 0"	to T.P.

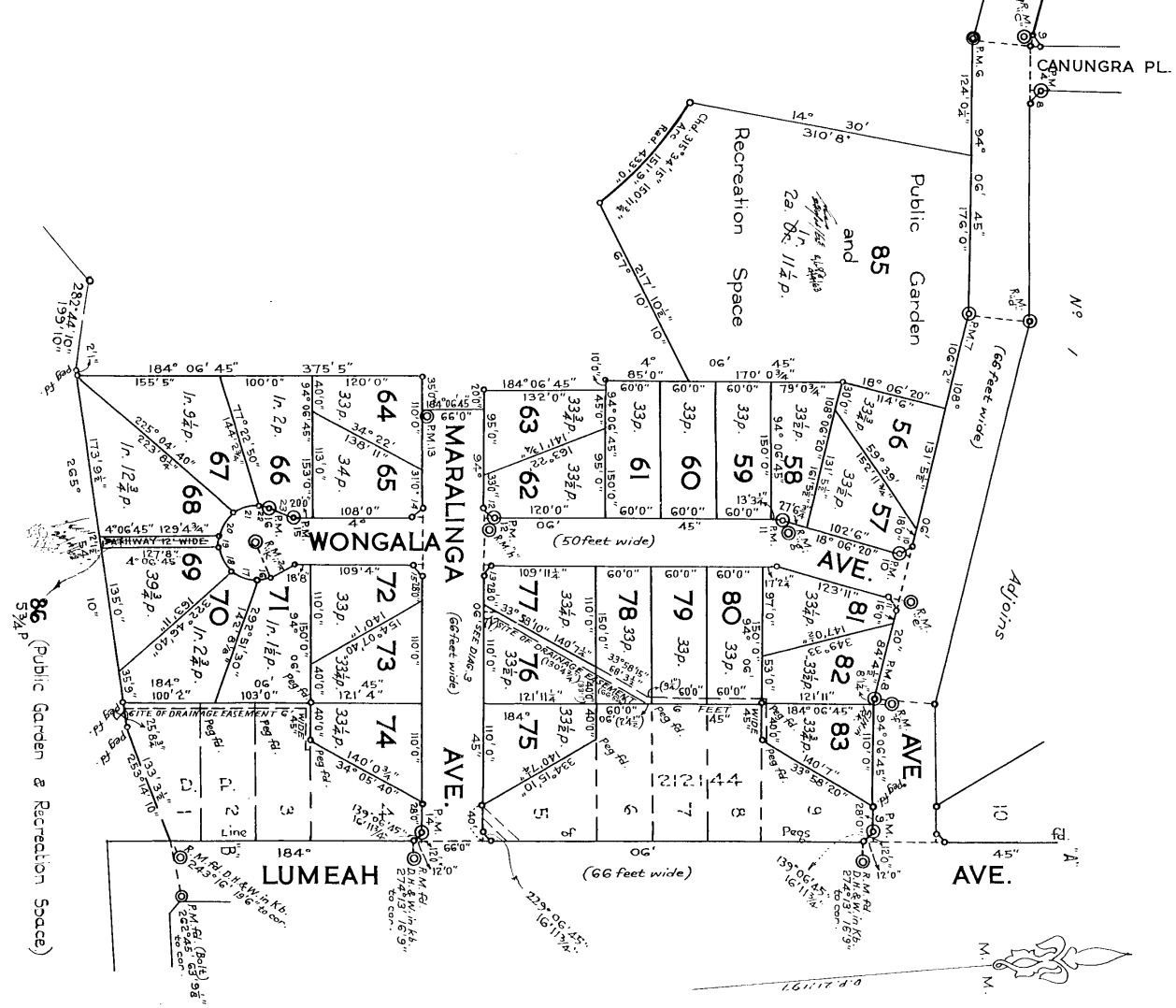
KEY TO PERMANENT MARKS

P.M.	BEARING	DISTANCE	ROAD
1	262° 02' 45"	3' 6 3/8"	Concrete Block
2	191° 09' 00"	1' 6 3/8"	"
3	191° 06' 30"	1' 6 3/8"	"
4	184° 06' 45"	1' 6 3/8"	"
5	289° 06' 30"	1' 6 3/8"	"
6	281° 06' 30"	1' 6 3/8"	"
7	274° 06' 30"	1' 6 3/8"	"
8	259° 11' 55"	5' 10"	"
9	184° 06' 45"	1' 6 3/8"	"
10	289° 06' 30"	1' 6 3/8"	"
11	281° 06' 30"	1' 6 3/8"	"
12	274° 06' 30"	1' 6 3/8"	"
13	259° 11' 55"	5' 10"	"
14	184° 06' 45"	1' 6 3/8"	"
15	289° 06' 30"	1' 6 3/8"	"
16	281° 06' 30"	1' 6 3/8"	"

KEY TO SHORT AND/OR CURVED BOUNDARY LINES

N.B.	BEARING	DIST.	ARC	RADIUS
8	159° 06' 45"	16' 11 3/8"	---	---
9	239° 09' 00"	16' 9 3/8"	---	---
10	159° 06' 30"	16' 11 3/8"	---	---
11	243° 06' 30"	16' 11 3/8"	---	---
12	229° 06' 45"	16' 11 3/8"	---	---
13	139° 06' 45"	16' 11 3/8"	---	---
14	139° 06' 45"	16' 11 3/8"	---	---
15	229° 06' 45"	16' 11 3/8"	---	---
16	159° 06' 45"	16' 11 3/8"	---	---
17	167° 11' 50"	29' 3 3/8"	30' 0"	40' 0"
18	167° 11' 50"	29' 3 3/8"	30' 0"	40' 0"
19	54° 06' 40"	12' 0"	12' 0"	40' 0"
20	54° 06' 40"	29' 3 3/8"	30' 0"	40' 0"
21	217° 01' 40"	29' 3 3/8"	30' 0"	40' 0"
22	208° 33' 40"	27' 7 1/8"	---	---
23	159° 40' 15"	27' 7 1/8"	---	---

Note: All splayed corners are 12'0" cut offs.



WARNING: Plan Drawing only to appear in this space.

ELABORA ROAD LOTS 56-86, 2016, as short space under mortgage No. B570975 hereto covering to the registration of the within Plan of subdivision as the reported Plan, dated this 12th day of February, 1963.

THE COMMON SEAL OF ELABORA RAILWAYS (P.T.) LTD. was hereunto duly affixed in the presence of:

Secretary: *Michael H. ...*

Council Clerk: *...*

This is Sheet 2 of my plan in 2 Sheets dated 19th December, 1962.

Surveyor registered under Surveyors Act, 1926, as amended: *M.S. ...*

This is Sheet 2 of the plan of 2 Sheets covered by my Certificate No. 5750 of 31-1-63.

Registered: 1963

DP217197 (E)

Scale: 100 feet to an inch

SIGNATURES AND SEALS ONLY.

ELANORA ROBINETTE PTY. LIMITED as Mortgagee under mortgage No. H570975 hereby consents to the registration of the within Plan of Subdivision as the proposed Plan, dated this 12th day of February 1963.

THE COMMON SEAL OF ELANORA ROBINETTE PTY. LIMITED was hereunto duly affixed in the presence of:

Michael A. Leslie
Secretary



[Signature]

Approved by Council: *[Signature]*
The Common Seal of the Council of the Shire of WARRINGAH
was hereunto affixed on 31-1-63
of Council passed on 14th Nov 1962
Council Clerk: *[Signature]*
Mayor: *[Signature]*

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 217197 SH 1/2	FEET INCHES	METRES
1	6 1/8	0.457
2	6 1/8	0.457
3	6 3/8	0.467
4	0 1/4	0.025
5	4 1/8	1.041
6	6 3/8	1.155
7	6 3/8	1.155
8	3 1/4	0.838
9	3 1/4	0.838
10	1 1/8	0.305
11	1 1/8	0.305
12	10 7/8	3.324
13	17 3/4	3.550
14	0 1/4	0.025
15	8 1/4	3.664
16	8 1/4	3.664
17	9 1/2	4.204
18	0 1/4	0.025
19	4 3/8	4.337
20	9 1/8	4.499
21	7 1/4	4.756
22	3 3/4	4.801
23	3 3/4	4.902
24	5 1/8	5.026
25	11 3/8	5.142
26	11 3/8	5.142
27	1 3/4	5.531
28	1 3/4	5.591
29	4 1/8	5.696
30	8 1/4	5.715
31	8 1/4	6.096
32	11	6.985
33	4 1/2	7.010
34	7 1/2	7.125
35	9 1/2	7.506
36	9 1/2	7.855
37	1 1/2	8.230
38	3 1/2	8.230
39	4 3/4	8.319
40	1 1/2	8.350
41	2 1/2	8.477
42	2 3/4	8.534
43	2 3/4	8.534
44	11 5/8	8.830
45	10	9.144
46	5 1/4	9.277
47	5 1/4	9.582
48	11 1/4	9.608
49	11 3/4	9.747
50	11 3/4	9.808
51	2 1/8	9.985
52	2 1/8	10.058
53	1 1/2	10.058
54	1 3/4	10.420
55	1 3/4	10.420
56	1 1/8	10.763
57	1 1/8	10.900
58	7 5/8	11.151
59	9 5/8	11.166
60	11 1/2	11.220
61	11 1/2	11.265
62	3 1/4	11.303
63	11 3/4	11.322
64	8 1/4	11.792
65	11 1/2	11.875
66	11 1/2	11.938

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 217197 SH 1/2 CONTD	FEET INCHES	METRES
40	-	12.132
41	4 1/8	12.450
42	1 7/8	12.504
43	1 1/8	12.577
44	11	12.802
45	2 1/2	12.865
46	10 3/4	13.075
47	-	13.411
48	-	13.716
49	0 3/4	13.735
50	3 3/4	14.021
51	7 5/8	14.924
52	1 3/4	15.240
53	1 3/4	15.240
54	7	15.310
55	8 3/4	15.418
56	9 3/4	15.459
57	2 3/4	16.005
58	2 1/4	16.297
59	5	17.501
60	5 1/2	17.676
61	11	17.958
62	5 1/2	18.288
63	1 1/2	18.428
64	7 3/4	18.428
65	2 3/4	18.663
66	2 3/4	18.698
67	8 1/4	19.107
68	5 3/4	19.326
69	7 3/4	19.704
70	1 1/2	19.723
71	7	20.370
72	10 1/4	20.377
73	10 1/4	20.479
74	5 1/2	20.511
75	10 1/4	20.682
76	1 1/4	20.885
77	8 1/4	21.188
78	8 1/4	21.291
79	6	21.336
80	6	21.488
81	6 1/8	21.590
82	1 1/8	21.796
83	1 1/8	22.060
84	10 1/8	22.185
85	10 1/8	22.185
86	3 3/4	23.419
87	3 3/4	23.419
88	0 1/4	24.190
89	10 3/4	24.457
90	8 3/4	24.457
91	9 1/4	26.105
92	11	26.105
93	11	27.102
94	1 1/4	27.432
95	1 1/4	28.378
96	8	28.550
97	11 1/4	29.051
98	0 1/2	30.175
99	0 1/2	30.186
100	8 1/4	30.996
101	5 1/4	31.528
102	6 3/4	32.960
103	6 3/4	32.960
104	1 1/2	34.449
105	1 1/2	34.449
106	2 1/4	35.500
107	1 3/4	35.587
108	1 3/4	35.687
109	1 3/4	35.706
110	11 3/4	35.960
111	-	36.576
112	-	37.160
113	11 3/8	37.160
114	11 3/8	37.166
115	0 1/4	37.802

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 217197 SH 1/2 CONTD	FEET INCHES	METRES
125	11 3/4	36.703
126	12	36.760
127	12	36.760
128	5 1/2	40.059
129	6 3/4	40.710
130	6 3/4	41.008
131	1 1/2	42.062
132	-	42.850
133	11 3/4	44.494
134	11 3/4	44.501
135	8 1/4	44.710
136	8 1/4	45.120
137	6	46.502
138	6	46.582
139	9	49.682
140	9	53.645
141	6 1/4	53.804
142	6 1/4	54.156
143	1 1/2	54.718
144	1 1/2	55.448
145	11	57.607
146	0 1/2	62.497
147	0 1/2	65.237
148	8 1/2	65.748
149	8 1/2	69.933
150	5 1/2	77.584
151	6 1/2	79.286
152	1 1/2	81.106
153	1 1/2	83.106
154	9 1/2	232.277

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 217197 SH 2/2	FEET INCHES	METRES
-	9 1/4	0.235
1	6 1/8	0.457
2	6 1/8	0.460
3	6 3/8	0.467
4	0 1/4	0.025
5	4 1/8	0.555
6	6 3/8	0.728
7	6 3/8	1.078
8	3 1/4	1.829
9	3 1/4	1.829
10	1 1/8	2.470
11	1 1/8	2.699
12	10 7/8	3.048
13	17 3/4	3.185
14	0 1/4	3.185
15	8 1/4	3.658
16	8 1/4	3.658
17	9 1/2	3.673
18	0 1/4	3.673
19	4 3/8	3.953
20	9 1/8	3.953
21	7 1/4	4.207
22	3 3/4	4.207
23	5 1/8	4.227
24	11 3/8	4.359
25	11 3/8	4.826
26	1 3/4	4.877
27	1 3/4	5.036
28	11 5/8	5.172
29	11 5/8	5.175
30	2 1/4	5.239
31	4 1/8	5.486
32	4 1/8	5.591
33	18 1/8	5.990
34	18 1/8	5.990
35	6	6.873
36	6	6.873
37	8 3/4	7.082
38	8 3/4	7.481
39	27	8.431
40	7 1/8	8.431
41	8 3/4	8.534
42	8 3/4	8.534
43	3 1/2	8.928
44	3 1/2	9.144
45	-	9.449
46	-	10.058
47	-	10.058
48	1	10.084
49	1	10.656
50	1	10.897
51	9	10.897
52	9	12.192
53	4 1/2	13.716
54	4 1/2	13.716
55	3 3/4	15.154
56	3 3/4	15.154
57	9 1/8	19.428
58	9 1/8	19.428
59	1 1/2	20.117
60	1 1/2	20.117
61	5 1/8	20.650
62	5 1/8	20.615
63	3 1/2	21.718
64	3 1/2	21.718
65	0 1/2	28.956
66	0 1/2	28.956
67	9 5/8	29.566
68	9 5/8	29.670
69	10	30.480
70	2	30.531
71	2	31.282
72	6	31.324
73	6	31.324
74	10 1/4	32.950
75	10 1/4	32.950
76	10 1/4	32.726
77	10 1/4	33.259
78	10 1/4	33.259
79	10 1/4	33.482
80	10 1/4	33.482
81	11 1/4	34.900
82	11 1/4	34.900
83	11	36.576
84	11	36.982
85	11 1/4	37.160
86	11 1/4	37.167

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 217197 SH 2/2 CONTD	FEET INCHES	METRES
155	11	37.770
156	0 1/4	37.802
157	8	38.913
158	6 5/8	39.183
159	4 3/4	39.440
160	4 3/4	39.440
161	5 1/2	40.934
162	5 1/2	40.934
163	3 1/2	42.427
164	3 1/2	42.427
165	11 3/4	42.582
166	11 3/4	42.691
167	0	42.697
168	7	42.697
169	7 1/4	42.850
170	7 1/4	42.850
171	1 1/2	43.083
172	1 1/2	43.083
173	1 3/4	43.468
174	2 3/4	43.468
175	2 3/4	43.961
176	1 1/2	44.818
177	1 1/2	44.818
178	11 3/4	45.720
179	11 3/4	46.018
180	11 3/4	46.018
181	11 3/4	46.223
182	11 3/4	46.576
183	11 3/4	46.576
184	5 1/2	47.371
185	5 1/2	49.213
186	1 1/2	49.213
187	1 1/2	51.855
188	9 1/2	53.972
189	10 1/2	53.972
190	10 1/2	56.909
191	10 1/2	56.909
192	8 1/4	60.408
193	8 1/4	60.408
194	1 1/4	66.190
195	1 1/4	66.190
196	8	74.228
197	8	74.228
198	5	114.424
199	5	121.978
200	5	131.978
201	5	382.651



E. J. Woods
 R.P. 13. 03184
 New South Wales.



MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900).

Trans:—
 Lodgment 7.12.00
 Endorsement
 Certificate

WE **FREDERICK HAROLD STEWART** formerly of North Narrabeen, Knight, **NEVILLE MURRAY STEWART** of North Narrabeen, Medical Practitioner, **RAYMOND FREDERICK STEWART** of Vaucluse, Accountant, **DORIS MARGARET PAYNE** wife of Arthur Phillips Payne of Ryde, Time Study Recorder, **ENID MAY HEWSON** wife of William Lionel Dunbar Hewson of Dundas, Clerk, **MURIEL EDITH HAIGH** wife of Robert Arthur Haigh of Dundas, Clerk and **ELSIE RAINBORD STEWART** wife of Harold Robinson Stewart of Burwood, Company Manager, as tenants in common (herein called transferors) being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of **EIGHT THOUSAND FIVE HUNDRED POUNDS** (£ 8500.) (the receipt whereof is hereby acknowledged) paid to us by

BEAUFORT BURDEKIN of Sydney, Barrister-at-Law AND **EDWARD ALLAN BOX** of Sydney, Merchant (herein called transferee)

do hereby transfer to the said transferees as joint tenants ALL such our Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title (1)			Description of Land (2 part only)
		Whole or Part.	Vol.	Vol.	
Cumberland	Narrabeen	part	5562	201, 202, 203, 204, 205, 206 and 207	being land shown as having an area of 117 acres 2 rods on Plan of Subdivision approved by Warring Shire Council under Certificate No. 1922 dated 3rd June 1947 and the portions of land shown having areas of 4 acres 2 rods 1 perch, 3 rods 1 perch and 2 acres 2 rods 2 1/2 perches respectively on Plan of Subdivision approved by Warring Shire Council under Certificate No. 1921 dated 3rd June 1947.

And the Transferrees covenant with the Transferors in the terms of the annexure hereto marked "A".

DRAFT WRITER SEE NOW DP F106645
 NEW LOT 147
 ENCUMBRANCES, &c., REFERRED TO:
 RESERVATIONS as noted on said Certificates of Title
 GRANT OF RIGHTS OF CARRIAGE WAY AND FOOTWAY and GRANT OF EASEMENT as set forth in Transfer No. C666264 (1 of 8)
 SPECIAL COVENANT as set forth in Transfer No. D387632 (See Annexure)

Signed at Sydney the 12th day of December 1947.

Signed in my presence by the transferor
FREDERICK HAROLD STEWART
 WHO IS PERSONALLY KNOWN TO ME
[Signature]

[Signature]
 Transferor

Signed in my presence by the transferors
NEVILLE MURRAY STEWART, RAYMOND FREDERICK STEWART, DORIS MARGARET PAYNE, ENID MAY HEWSON, MURIEL EDITH HAIGH and ELSIE RAINBORD STEWART by their Attorney **FREDERICK HAROLD STEWART** who is personally known to me
[Signature]

[Signature]
 Transferor

Signed in my presence by the transferees
 as J. de Saxe J.P.
BEAUFORT BURDEKIN
 WHO IS PERSONALLY KNOWN TO ME
[Signature]
[Signature]

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.
[Signature]
 Transferree.

(Trusts must not be disclosed in the transfer.)

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

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

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

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

Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Act, 1919. Here also should be set out any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure should be used.

A very short note will suffice.

If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits to whom the Transferor is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the form overleaf. As to instruments executed elsewhere, see page 2.

Repeat attestation if necessary.

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

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.
 † N.B.—Section 117 requires that the above Certificate be signed by Transferor or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50, also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm. No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

THIS SPACE TO BE LEFT FREE FOR NOTATIONAL PURPOSES

1300/10

No. ~~10143~~

LODGED BY CAMPBELL, CAMPBELL & CAMPBELL, SOLICITORS,

F219671

MARTIN PLACE, SYDNEY.

CONSENT OF MORTGAGEE.

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

Dated at [City] this [Day] day of [Month] 19[Year] }
 Signed in my presence by [Name] }
 who is personally known to me. } Mortgages.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. 34/90 Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at [City] the 12th day of December 1947
 in the presence of [Name] } [Name]

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

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me at [City] the [Day] day of [Month], one thousand nine hundred and forty [Year] and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said [Name] is [Name] own handwriting, and that [Name] was of sound mind and freely and voluntarily signed the same.

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

MEMORANDUM OF TRANSFER of 1/8 5/50
Acres roads berches

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

PLACES FOR DEPARTMENTAL USE.

Shire [Name]
 Municipality [Name]
 Parish [Name] County [Name]
[Name] Transferee.

Nature	No.	Reg'd Propr. M's for, etc.
Contract		

Particulars entered in Register Book: Vol. [No.] Folio [No.] to [No.] inclusive

Received contract herein Campbells 27-9-48

the [Day] day of [Month] 19[Year]
 at [City] minutes [Time] o'clock in the [Time]
[Name]
 Registrar-General



PROGRESS RECORD

	Initials	Date
sent to Survey Branch		
received from Recorder	<u>[Initials]</u>	<u>25/11/50</u>
draft written	<u>[Initials]</u>	<u>25/10/50</u>
draft examined	<u>[Initials]</u>	<u>25/10/50</u>
agram prepared	<u>[Initials]</u>	<u>25/10/50</u>
agram examined	<u>[Initials]</u>	<u>25/10/50</u>
draft forwarded	<u>[Initials]</u>	<u>25/10/50</u>
pt. of Engrossers	<u>[Initials]</u>	<u>25/10/50</u>
collation Clerk	<u>[Initials]</u>	<u>25/10/50</u>
Vol. <u>6260</u>	Folio <u>313</u>	
Diagram Fees		
Additional Folia		

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

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

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

Attention is specially directed to the provisions relating to the attestation of instruments executed by members of the Forces.

The fees are:—Lodgment fee 12/6 (includes endorsement) on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/6 for every new Certificate of Title issuing upon a Transfer on sale for a consideration of not more than £1,000, and 1/6 for a new Certificate of Title in every other case. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than the issue of engrossing.

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

F219671

ANNEXURE "A"

And the Transferees for themselves and their assigns hereby for the benefit of the adjoining land but only during the ownership thereof by the Transferrors their executors administrators and assigns other than purchasers on sale COVENANT with the Transferrors their executors administrators and assigns that no fence shall be erected on the land hereby conveyed or transferred to divide it from such adjoining land without the consent of the Transferrors their executors administrators or assigns but such consent shall not be withheld if such fence is erected without expense to the Transferrors their executors administrators or assigns and in favour of any person dealing with the Transferees or their assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.

(a) The land to which the benefit of the above covenant is intended to be appurtenant is the residue of the land comprised in the Certificates of Title of which the land hereby transferred forms part.

(b) The land which is to be subject to the burden of this covenant is the land hereby transferred.

(c) The person or persons by whom or with whose consent the said covenant may be released varied or modified are the Transferrors or other the registered proprietor or proprietors for the time being of the land described in sub-paragraph (a) above.

SIGNED in my presence by the Transferror }
FREDERICK HAROLD STEWART who is }
personally known to me: }
Frederick Stewart
.....
Frederick

Frederick Stewart
.....

SIGNED in my presence by the Transferrors }
other than the said Frederick Harold }
Stewart by their Attorney Frederick }
Harold Stewart who is personally known }
to me: }
Frederick Stewart
.....

Frederick Stewart
.....

SIGNED in my presence by the Transferee }
BEAUFORT BURDEKIN who is personally }
known to me: }
W. A. Campbell Solicitor
Edw. J. de Saiz
.....
W. A. Campbell J.P.

Beaufort Burdekin
.....

SIGNED in my presence by the Transferee }
EDWARD ALLAN BOX who is personally }
known to me: }
W. A. Campbell
.....

Edward Allan Box
.....



No.

WARRINGAH SHIRE COUNCIL *D8186444*
State of New Road or Subdivision

GOVERNMENT ACT, 1919, SEC. 327, ORDINANCE No. 12, FORM 1.

1922

COUNCIL CHAMBERS.

BROOKVALE.

3rd June 19*47*.

APPLICANT

(Name) *Fozall's Lines*

(Address) *Castlereagh Houses,
Castlereagh & Hunter Sts., Sydney.*

OWNER

(Name) *Frederick Stewart*

(Address)

Particulars entered in

NEW ROAD (Particulars) *-NIL-*

Folio

the

at

SUBDIVISION (Particulars)

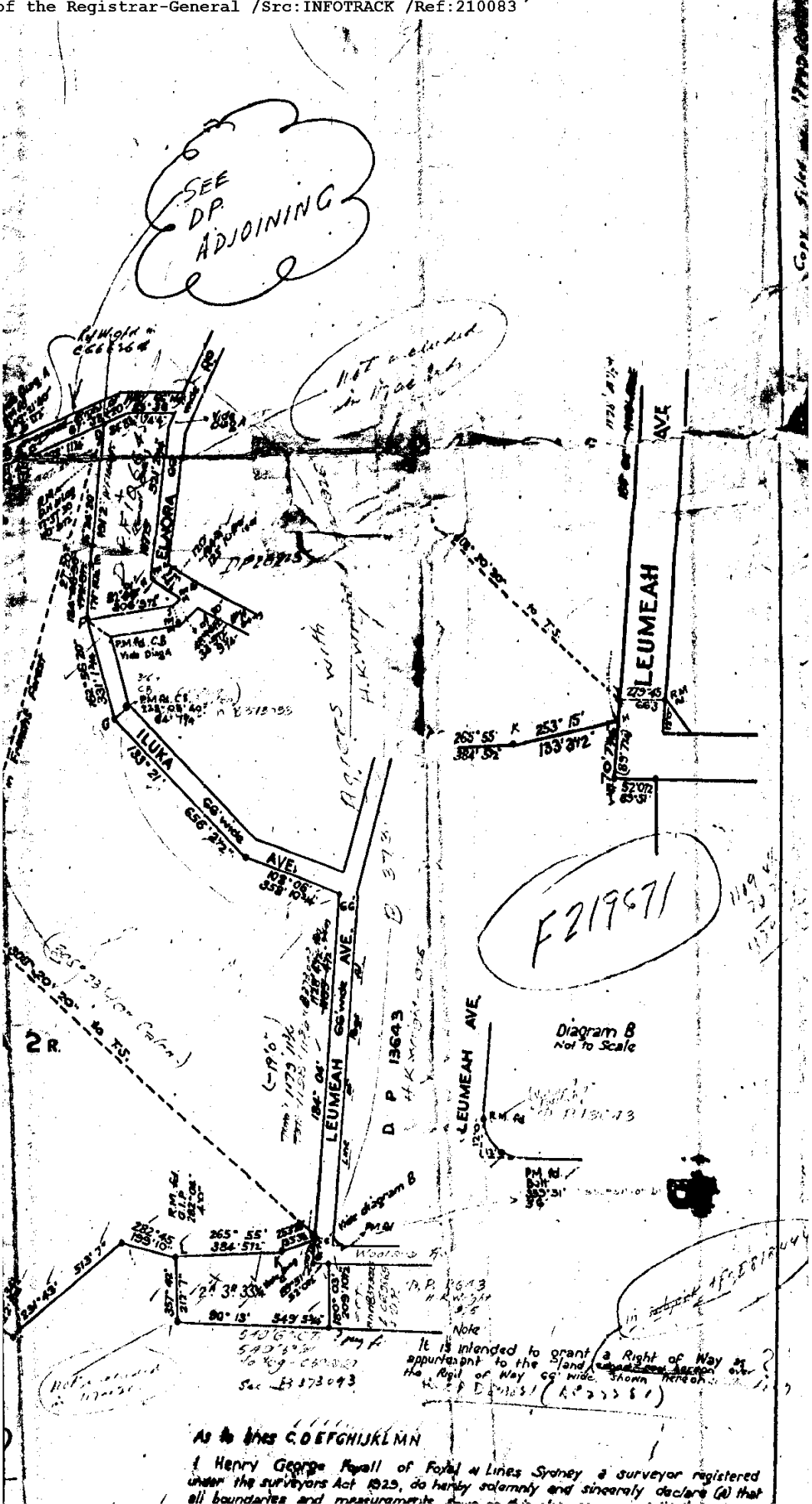
*of part of land comprised in Cert. of Title
Vol. 8913 Fol. 135 by excision of an area of
117 acres 2 rods.*

CERTIFICATE

I hereby certify that the requirements of the Local Government Act 1919 (other than the requirements for the registration of plans), have been complied with by the above-named applicant in relation to the proposed subdivision above described
(Insert New Road or Sub-division)

and more particularly set out in the accompanying plan bearing the Council's seal and marked 'Plan approved by Council, Covered by Council Clerk's Certificate No. *1922* of *3rd June 1947*

W. Wilson
Shire Clerk



SEE DP ADJOINING

NOT included in 1796 1/4

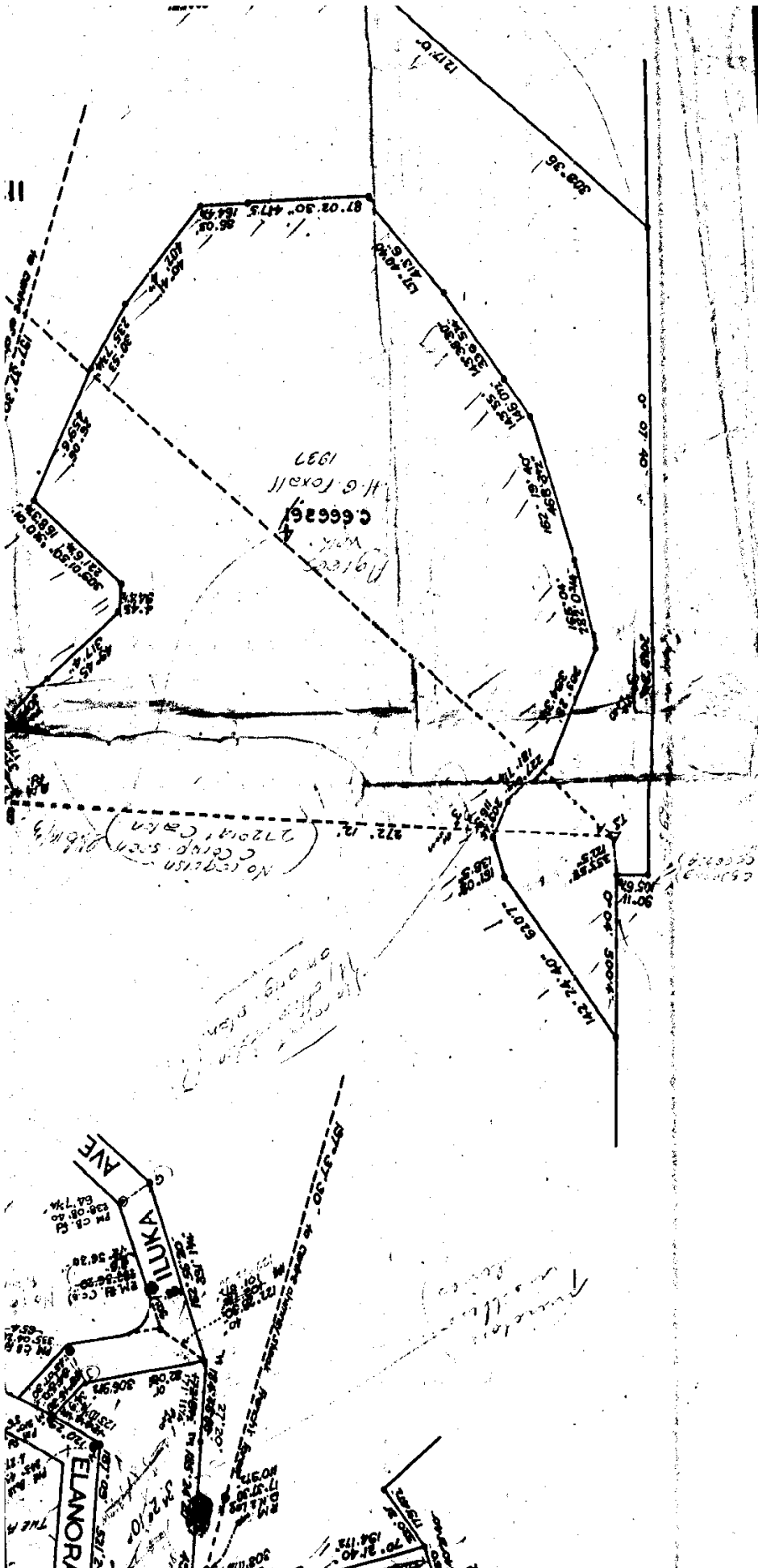
F219671

Diagram B
Not to Scale

Note
It is intended to grant a Right of Way appurtenant to the land shown hereon. The Right of Way 60' wide, shown hereon.

As to lines C O E F G H I J K L M N

Henry George Foyall of Foyall & Lines Sydney a surveyor registered under the surveyors Act 1929, do hereby solemnly and sincerely declare (a) that all boundaries and measurements



CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT
 DP 22670

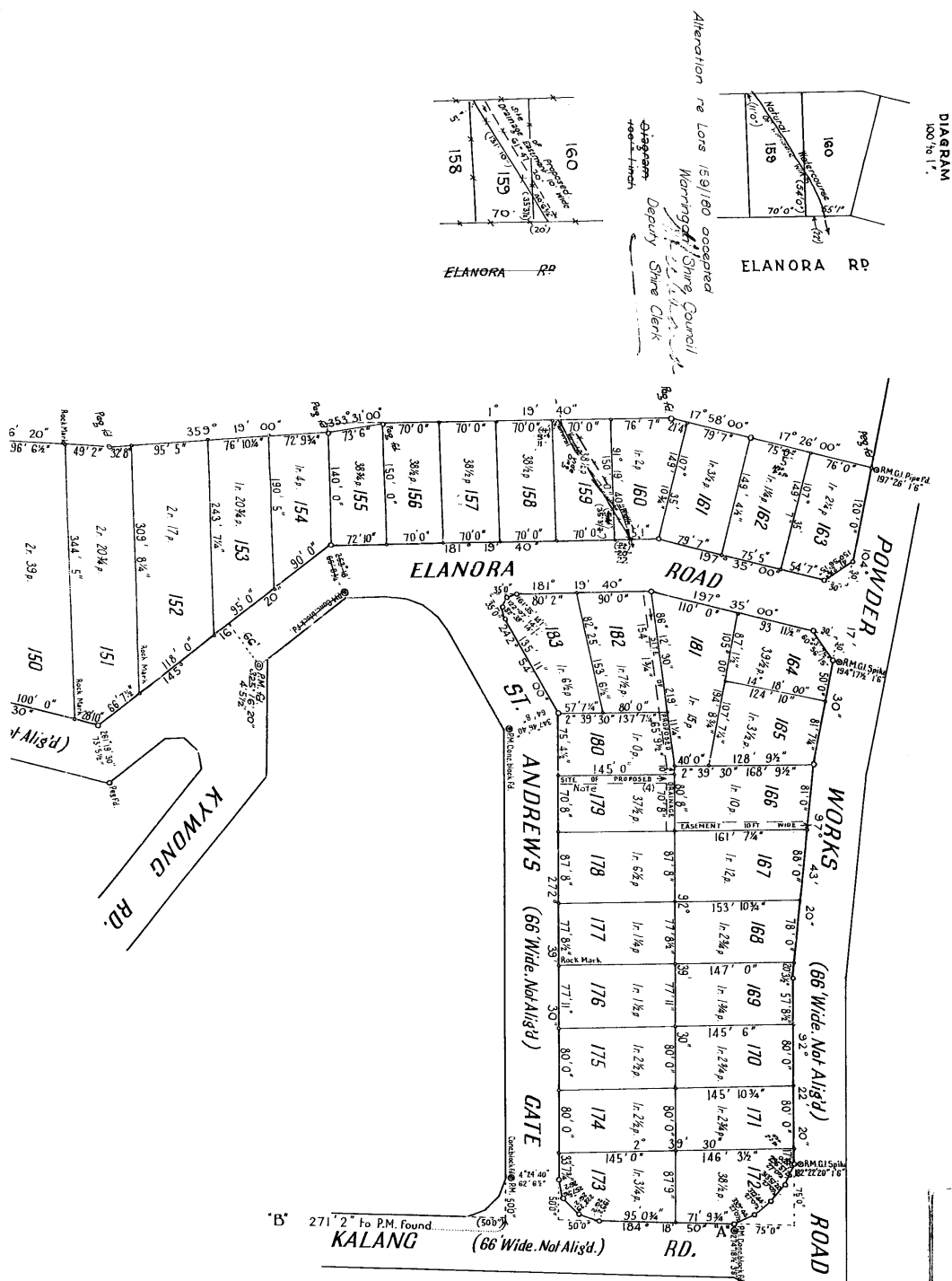
FEET INCHES	METRES
1	0.152
2	0.305
3	0.457
4	0.610
5	0.762
6	0.914
7	1.067
8	1.219
9	1.372
10	1.524
11	1.677
12	1.829
13	1.982
14	2.134
15	2.287
16	2.439
17	2.592
18	2.744
19	2.897
20	3.049
21	3.202
22	3.354
23	3.507
24	3.659
25	3.812
26	3.964
27	4.117
28	4.269
29	4.422
30	4.574
31	4.727
32	4.879
33	5.032
34	5.184
35	5.337
36	5.489
37	5.642
38	5.794
39	5.947
40	6.099
41	6.252
42	6.404
43	6.557
44	6.709
45	6.862
46	7.014
47	7.167
48	7.319
49	7.472
50	7.624
51	7.777
52	7.929
53	8.082
54	8.234
55	8.387
56	8.539
57	8.692
58	8.844
59	8.997
60	9.149
61	9.302
62	9.454
63	9.607
64	9.759
65	9.912
66	10.064
67	10.217
68	10.369
69	10.522
70	10.674
71	10.827

Authority of
 Shire of Warringham

F106645 7. 11. 43.

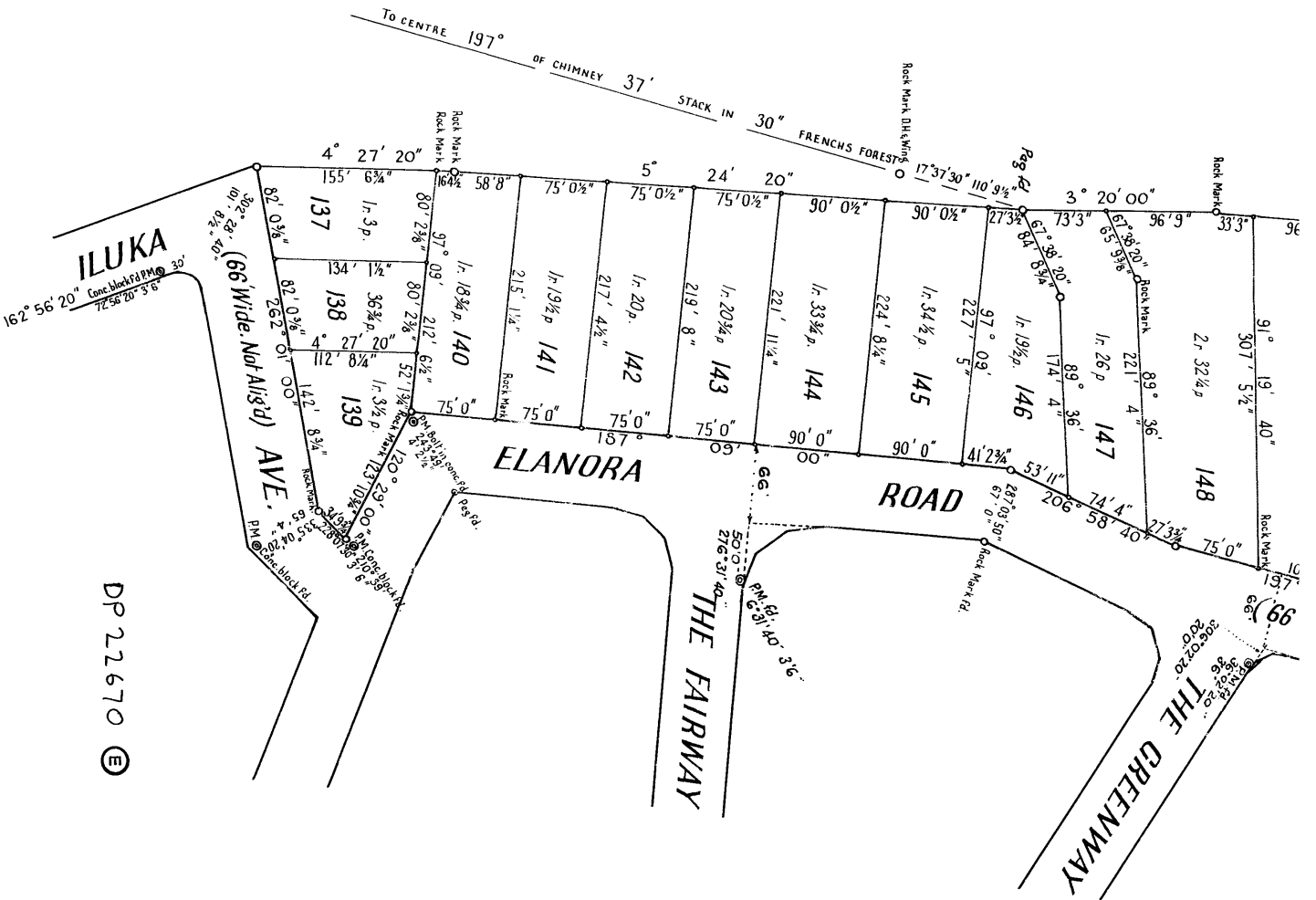
PLAN
 OF SUBDIVISION OF PART OF LAND IN
 CERTIFICATES OF TITLE #3919#135 & #4958#171 & Vol. 5562 Fol. 201 to 207
 PARISH OF NARRABEEN COUNTY OF CUMBERLAND

Scale: 100 feet to an inch



REGISTRAR GENERAL
 PLAN 22670
 August 950

Council Clerk's Certificate



DP 22670 (E)

Notes:-

- (1) Lot 147 is to be sold subject to existing Rights of Way and also subject to a Right of Way appurtenant to Lots 146 & 147.
- (2) It is intended to dedicate the public corners at Elanora and Powder Wings Road to the public.
- (3) Any other restrictions will be embodied in the transfers.
- (4) Lots 166, 179, 180 & 182 are to be sold subject to an easement in favour of the Warringham Shire Council over the strips of land 10 feet wide shown on plan lots 159 & 160 are to be sold subject to an easement in favour of the Warringham Shire Council with natural watercourses shown shown on plan.

Deletion re Lots 159/160 accepted

Warringham Shire Council
 Henry George Foxall
 Deputy Shire Clerk

Henry George Foxall of Foxall & Lines Sydney a Surveyor registered under the Surveyors Act, 1929, do hereby solemnly and sincerely declare (a) that all boundaries and measurements shown on this plan are correct, (b) that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented, (c) that all physical objects indicated actually exist in the positions shown, (d) that the whole of the material facts in relation to the land are correctly represented, (e) that the survey represented in this plan has been made in accordance with the Survey Practice Regulations, 1993 (1) and (2) under my supervision, the character and extent of which was as required by the Survey Practice Regulations, 1993, and was completed on 11.4.99, and the reference marks have been placed as shown hereon.

Handwritten signatures and dates:
 23/17 27-10-49
 [Signature]
 [Signature]
 [Signature]

Faint handwritten notes and stamps at the bottom of the page.

(22)

H245270

And the transferee covenant(s) with the transferor EXCEPTING AND RESERVING to the transferor and its successors in title mines veins seams and beds of coal and other minerals lying and being under the land hereby transferred together with full and free right and liberty to the transferor and its successors in title as appurtenant to the coal and other minerals in and under the residue of the land comprised in Certificate of Title Volume:7002 Folio:221 without entering upon the surface of the land hereby transferred to pass and regress and search for and convey the coal and other minerals hereby reserved and the minerals in and under the said residue of land and to drive shafts lay pipes construct railways and make aqueducts and water courses use any necessary machinery and carry on any other necessary mining operations in under and through the said land hereby transferred nevertheless making reasonable compensation for any damage or subsidence which may be occasioned to the surface of the said land or to any part thereof or to any place thereon by reason of the exercise of all or any of the powers hereinbefore reserved.

AND the transferee covenants with the transferor that no fence shall be erected on the property hereby transferred to divide it from the adjoining land of the transferor without the consent of the transferor its successors and assigns but such consent shall not be withheld if such fence is erected without expense to the transferor its successors or assigns and in favour of any person dealing with the transferee or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.

AND It is hereby agreed:-

- a) The land which is subject to the burden of this covenant and restriction is the land hereby transferred.
- b) The land to which the benefit of this covenant is appurtenant is the residue of the land in the said Deposited Plan Certificate of Title.
- (c) This covenant may be released varied or modified by the transferor its successors and assigns.

Strike out if unnecessary, or suitably adjust.

- (i) If any covenants are to be created, or any exceptions to be made, or
- (ii) If the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1954.

11750974 (3)

The transferee for itself and its assigns hereby covenants with the transferors, their executors administrators and assigns as follows:-

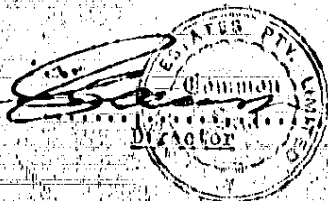
- a. No main buildings other than single private dwelling houses and shops shall be erected on the land hereby transferred nor shall any such main buildings be used or be permitted to be used other than as single private dwelling houses or shops.
- b. No dwelling house shall be erected upon the land hereby transferred except upon an allotment in a subdivision of the land hereby transferred having a minimum area of 9,000 square feet.
- c. No dwelling house shall be erected on the land hereby transferred unless the same shall have a minimum overall internal floor area of 1,250 square feet provided that this restriction shall be deemed to have been complied with if a dwelling house of not less than 1,100 square feet be erected with separate garage.
- d. Except with written approval first had and obtained no shop shall be erected on the land hereby transferred except upon an allotment in a subdivision of the land hereby transferred having an area not exceeding 3,000 square feet.
- e. No building shall be erected on the land hereby transferred having a roof of iron or tin.
- f. No building shall be erected on the land hereby transferred having an external wall or walls of fibro asbestos or other material of a similar nature or iron or tin.
- g. No fence shall be erected on the land hereby transferred to divide it from Lot 1 shown in Deposited Plan No. 201384 without written approval but such approval shall not be withheld if such fence is erected without expense to the transferors their executors administrators or assigns and in favour of any person dealing with the transferee or its assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.
- h. Any approval release variation or modification of these restrictions shall be given made and done in all respects at the cost and expense of the person or persons requesting the same.

- i. (i) The land to which the benefit of these restrictions is appurtenant is Lot 1 shown in Deposited Plan No. 201384 and the whole of the land comprised in Certificate of Title Volume 6592 Folio 247.
- (ii) The land which is subject to the burden of these restrictions is the land hereby transferred.
- (iii) The person or persons having the right to give approval under and to release vary or modify these restrictions are the transferors so long as they may be the registered proprietors of any part of the land now comprised in Certificates of Title Volume 6260 Folio 213 and Volume 6592 Folio 247 and upon the transferors ceasing to be registered as the proprietors of such land as aforesaid then the said restrictions may be released varied or modified by the registered proprietor or proprietors for the time being in the said Certificates of Title.
- (iv) Except as set forth in (iii) hereof no consent shall be required to any release variation or modification of these restrictions.

SIGNED in my presence by the transferors
STANLEY ERIC WILSON, THOMAS RICHMOND
MURRAY SMYTH, and BEAUFORT BURDELL in who
are personally known to me:

Stanley Eric Wilson
Thomas Richmond
Murray Smyth
Beaufort Burdell
Transferors

THE COMMON SEAL of ARGUS ESTATES PTY.
LIMITED was hereunto duly affixed by the
authority of the Board of Directors and
in the presence of:
H. J. Gould
Secretary



This is the annexure marked "A" referred to in the annexed Transfer dated the 17th day of April 1961 between THOMAS RICHMOND MURRAY SMYTH, STANLEY ERIC WILSON and BEAUFORT BURDELL and ARGUS ESTATES PTY. LIMITED.

No. **H. 1495974**
H. 1495938

LODGED BY *Alto Alto*
V. M. ...
S. M. ...
M. ...

PARTIAL DISCHARGE OF MORTGAGE
 (N.B.—Before execution read mortgage note)

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

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

Dated at this day of 19
 Signed in my presence by

who is personally known to me. Mortgagee.

MEMORANDUM AS TO NON-REVOCAION OF POWER OF ATTORNEY
 (To be signed at the time of executing the within instrument)

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

Signed at the day of 19
 Signed in the presence of

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

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

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

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

ITAL USE	INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH	
	Checked by	Particulars entered in Register Book, Volume Folio	To be filled in by person lodging dealing	
	<i>[Signature]</i>	<i>Bowman</i> <i>Being instrument for Mortgage</i>	1	4
			2	5
			3	6
	<i>[Signature]</i>	<i>6322</i> <i>Mc</i> <i>247</i>		
		Day of 19 at past o'clock in the		
		<i>[Stamp]</i> Registrar-General		
				Received Does Nos. Receiving Clerk.

REG 12
 605
 11

Northern Beaches Council Planning Certificate – Part 2

Applicant: Rigg Conveyancing
Shop 1 10 Rickard Road
NORTH NARRABEEN NSW 2101

Reference: 8029
Date: 27/09/2024
Certificate No. ePLC2024/07535

Address of Property: 20 Wongala Avenue ELANORA HEIGHTS NSW 2101
Description of Property: Lot 68 DP 217197

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) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land:

(a) Local Environmental Plan

Pittwater Local Environmental Plan 2014

(b) State Environmental Planning Policies and Regional Environmental Plans

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Primary Production) 2021
Chapters 1,2

State Environmental Planning Policy (Resources and Energy) 2021
Chapters 1, 2

State Environmental Planning Policy (Resilience and Hazards) 2021
Chapters 1, 3, 4

State Environmental Planning Policy (Industry and Employment) 2021
Chapters 1, 3

State Environmental Planning Policy (Transport and Infrastructure) 2021
Chapters 1, 2, 3

State Environmental Planning Policy (Biodiversity and Conservation) 2021
Chapters 1, 2, 3, 4, 6

State Environmental Planning Policy (Planning Systems) 2021
Chapters 1, 2

State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021
Chapters 1, 2

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
SEPP 65 – Design Quality of Residential Apartment Development
SEPP (Building Sustainability Index: BASIX)

(c) Development Control Plans

Pittwater 21 Development Control Plan

(2) Draft Environmental Planning Instruments

The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

(a) Draft Local Environmental Plans

(b) Draft State Environmental Planning Policies

Draft State Environmental Planning Policy (Environment)

Draft Remediation of Land State Environmental Planning Policy (intended to replace State Environmental Planning Policy 55)

(c) Draft Development Control Plans

2. Zoning and land use under relevant planning instruments

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

(1) Zoning and land use under relevant Local Environmental Plans

(a), (b)

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.

Zone R2 Low Density Residential

2 Permitted without consent

Home businesses; Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boat sheds; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Exhibition homes; Group homes; Health consulting rooms; Home-based child care; Home industries; Jetties; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Respite day care centres; Roads; Secondary dwellings; Tank-based aquaculture; Veterinary hospitals; Water recreation structures

4 Prohibited

Any development not specified in item 2 or 3

(c) 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

(d) Minimum land dimensions

The *Pittwater Local Environmental Plan 2014* contains no development standard that fixes minimum land dimensions for the erection of a dwelling house on the land.

(e) Outstanding biodiversity value

The land is not in an area of outstanding biodiversity value under the [Biodiversity Conservation Act 2016](#)

(f) Conservation areas

The land is not in a heritage conservation area.

(g) Item of environmental heritage

The land does not contain an item of environmental heritage.

(2) Zoning and land use under draft Local Environmental Plans

For any proposed changes to zoning and land use, see Part 1.2 (a)

Please contact Council's Strategic and Place Planning unit with enquiries on 1300 434 434.

3. Contribution plans

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

Northern Beaches Section 7.12 Contributions Plan 2022 - in force 1 June 2022.

DRAFT Northern Beaches Section 7.12 Contributions Plan 2024 - on exhibition from 5 July 2024 to 18 August 2024.

This Plan will repeal the current Northern Beaches Section 7.12 Contributions Plan 2022 when adopted. The Plan was updated to incorporate legislative, administrative and Council changes made recently. It also includes updates to the works schedule.

(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4 - the name of the region, and the name of the Ministerial planning order in which the region is identified.

Housing and Productivity Contribution

The subject land is within the Greater Sydney region to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024 applies.

(3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area.

Nil

4. Complying Development

If the land is land on which complying development may or may not be carried out under each of the complying development codes under [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

Part 3 Housing Code

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

Note: Further zone based limitations may apply. See *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* clause:

3.1 Land to which code applies

This code applies to development that is specified in clauses 3.2-3.5 on any lot in Zone R1, R2, R3, R4 or RU5 that:

- (a) has an area of at least 200m², and
- (b) has a width, measured at the building line fronting a primary road, of at least 6m.

Part 3A Rural Housing Code

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

Note: Further zone based limitations may apply. See *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* clause:

3A.1 Land to which code applies

This code applies to development that is specified in clauses 3A.2-3A.5 on lots in Zone RU1, RU2, RU3, RU4, RU6 and R5.

Part 3B Low Rise Housing Diversity Code

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

Part 3C Greenfield Housing Code

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

Part 3D Inland Code

Complying Development under the Inland Code does not apply to the land.

Note: Pursuant to clause 3D.1 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the Inland Code only applies to 'inland local government areas'. Northern Beaches local government area is not defined as an 'inland local government area' by *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Part 4 Housing Alterations Code

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

Part 4A General Development Code

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

Part 5 Industrial and Business Alterations Code

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

Part 5A Industrial and Business Buildings Code

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

Note: Further zone based limitations may apply. See *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* clause:

5A.1 Land to which code applies

This code applies to development that is specified in clause 5A.2 on any lot in Zone B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3.

Part 5B Container Recycling Facilities Code

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

Note: Further zone based limitations may apply. See *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* clause:

5B.2 Development to which code applies

This code applies to development that is specified in clause 5B.3 on any lot in Zone B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3.

Part 6 Subdivisions Code

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

Part 7 Demolition Code

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

Part 8 Fire Safety Code

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

Part 9 Agritourism and Farm Stay Accommodation Code

Complying Development under the Agritourism and Farm Stay Accommodation Code may be carried out on all of the land.

(4) Complying Development Codes varied under Clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

No complying codes are varied under this clause in relation to the land.

5. Exempt Development

If the land is land on which exempt development may or may not be carried out under each of the exempt development codes under [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

Part 2 Exempt Development Codes

Exempt Development under the Exempt Development Codes may be carried out on all of the land.

(4) Exempt Development Codes varied under Clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

No exempt development codes are varied under this clause in relation to the land.

6. Affected building notices and building product rectification orders

- (a) There is not an affected building notice of which the council is aware that is in force in respect of the land.
- (b) 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
- (c) 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 section—

affected building notice has the same meaning the *Building Products (Safety) Act 2017, Part 4*.

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

7. 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 3.15 of the Act.

8. 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.

9. Flood related development controls

- (1) The land is not within the flood planning area and subject to flood related development controls.
- (2) The land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

In this section—

flood planning area has the same meaning as in the Flood Risk Management Manual.

Flood Risk Management Manual means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

probable maximum flood has the same meaning as in the Flood Risk Management Manual.

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

(a) Council has adopted policies that restrict the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding (for flooding – see 9). The identified hazard or risk, if any, are listed below:

Geotechnical Risk (Landslide Hazard)

The Council has adopted by resolution, on 20.07.2009, a policy that has the effect of restricting development of the land (subject to satisfying the policy) because of the potential impact from geotechnical hazards. The policy is entitled "Geotechnical Risk Management Policy for Pittwater - 2009". A copy of the current policy can be obtained from Council.

(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:

Bush Fire Prone Land

This land is identified on a Bush Fire Prone Land map certified by the Commissioner of the NSW Rural Fire Service as being bush fire prone land. The requirements of the NSW Rural Fire Service document Planning for Bush Fire Protection apply to this land. For further information please contact the Northern Beaches District NSW Rural Fire Service.

11. Bush fire prone land

All of the land is bush fire prone land.

12. 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.

13. Mine Subsidence

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

14. Paper subdivision information

There is no current paper subdivision, of which council is aware, in respect of this land according to Part 10 of the *Environmental Planning and Assessment Regulation 2021* and Schedule 7 of the *Environmental Planning & Assessment Act 1997 No 203*.

15. 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.

16. Biodiversity Stewardship Sites

The Council has not been notified by the Biodiversity Conservation Trust 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).

17. 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*).

18. 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.

19. 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).

Note—

Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

20. Western Sydney Aerotropolis

Under State Environmental Planning Policy (Precincts – Western Parkland City) 2021, Chapter 4 the land is –

- (a) not in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
- (b) not shown on the [Lighting Intensity and Wind Shear Map](#), or
- (c) not shown on the [Obstacle Limitation Surface Map](#), or
- (d) not in the “public safety area” on the [Public Safety Area Map](#), or
- (e) not in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the [Wildlife Buffer Zone Map](#).

21. Development consent conditions for seniors housing

No condition of development consent granted after 11 October 2007 in relation to the land applies to the property that are of the kind set out in that Policy, section 88(2) of [State Environmental Planning Policy \(Housing\) 2021](#).

22. Site compatibility certificate and conditions for affordable rental housing

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

(2) No condition of development consent in relation to the land applies to the property that are of the kind set out in section 21(1) or 40(1) of [State Environmental Planning Policy \(Housing\) 2021](#).

(3) No condition of development consent in relation to the land applies to the property that are of the kind set out in clause 17(1) or 38(1) of [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#).

23. Water or sewerage services

No water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*.

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.



Scott Phillips
Chief Executive Officer

27/09/2024

Sewer Service Diagram

Application Number: 1985954

Copy of Diagram No.

SEWERAGE SERVICE DIAGRAM

M. W. S. & D. B.
MUNICIPALITY OF WOLLONGONG

SUBURB OF *Elanora Heights*

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 required, 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 35 of Board's Act). Position of structures, sewers, stormwater channels and sewerage service shown hereon are approximate only.

SYMBOLS AND ABBREVIATIONS

□ Chr.	Chamber	○ O.W.S.	Waste Stack
● L.H.	Lampole	IP	Induct Pipe
⊗	Boundary Trap	MF	Mica Flap
⊕	Inspection Shaft	T	Tubs
⊙	Pit	K	Kitchen Sink
⊖	Grease Interceptor	W	Water Closet
⊗	Gully	B	Bath Waste
⊙	P-Trap	H	Handbasin
⊙	Reflex Valve	S	Shower
○	Cleaning Eye	Jn.	Junction
○	Vertical Pipe	DW.	Dishwasher
○	Vent Pipe	F	Floor Waste
○	Soil Vent Pipe	O.V.	Washing Machine
○	Bar Sink	BS	Bar Sink

Copy of Diagram No.
0423414

Supervised by _____

Inspector _____

Field Diagram Examined by _____

Chief Inspector _____

Date of Issue _____

Tracing Checked by _____

PLUMBING

Supervised by _____

Inspector _____

Drainer _____

Plumber _____

W.S. _____

U.r.s. _____

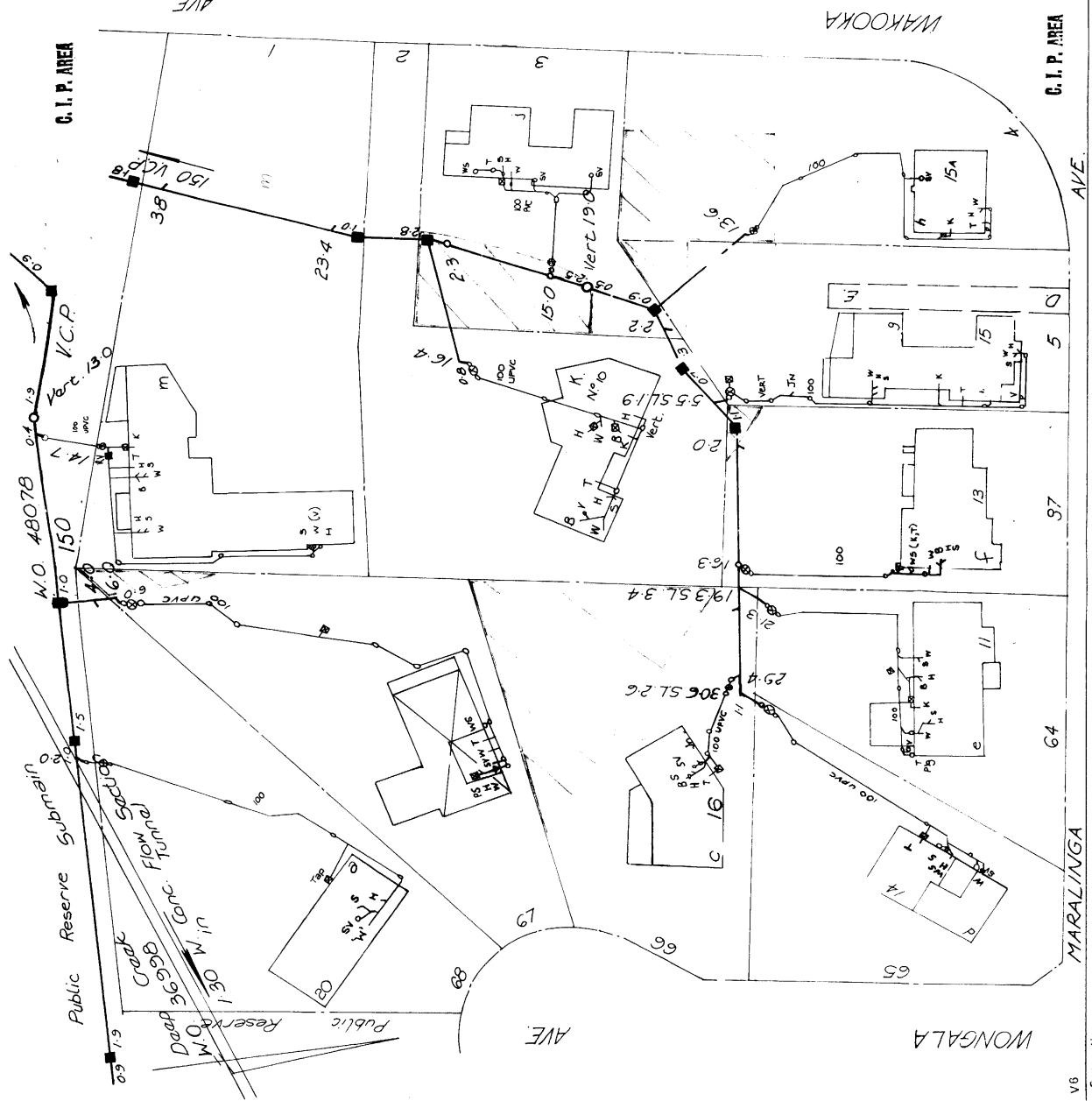
W.O. 48078 Gaz. on 5/12/80

W.O. 36998 Gaz. on 5/12/80

Boundary Trap is not required

Sheet No. _____

for House Services Engineer _____



Connection Dates: a. 4.3.81, b. 23.3.81, c. 12.6.81, d. 24.3.81, e. 23.6.81, f. 13.1.81, g. 7.7.81, h. 23.6.81, i. 8.7.81, j. 2.82 m.

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

Disclaimer

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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