

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	McGrath Estate Agents Lane Cove 15 Burns Bay Rd, Lane Cove, NSW 2066	Phone: 02 9417 9600 Ref: Sam Lloyd - 0418 236 103
co-agent		
vendor	Michael John Ring and Jennifer Anne Ring 58 Carranya Road, Riverview, NSW 2066	
vendor's solicitor	Select Conveyancing 7, 43-45 Burns Bay Road, Lane Cove NSW 2066 PO Box 1520, Lane Cove NSW 1595	Phone: 02 9420 1252 Email: info@select-conveyancing.com.au Ref: NL:1853
date for completion land (address, plan details and title reference)	90th day after the contract date 58 Carranya Rd, Riverview 2066	(clause 15)
	Registered Plan: Lot 238 Plan DP 10801	
	Folio Identifier: 238/10801	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input checked="" type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other: swimming pool	
attached copies	<input checked="" 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 checked="" 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 checked="" type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input checked="" type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input checked="" type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: Shutters, pool cover & roll up system, various pool tools, large green pot at rear of pool, wooden bench seat at western end of pool, 3 large pots with mixed planting at the front door
exclusions	2 x large pots with Magnolia trees beside pool pumps, 2 x large pots with Olive trees beside feature rock wall, Miele fridge, Bose CD/DVD system, built-in desk and fold down bed in study.
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 Lodgment Network (ELN)*** (clause 4) Pexa
-
- Manual transaction** (clause 30) NO yes
(if yes, vendor must provide further details, including any applicable exemption, 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 that is 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 checked="" 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 checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input checked="" type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input checked="" 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 checked="" type="checkbox"/> 23 <i>clearance certificate</i> <input checked="" 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 the off the plan contract Other <input type="checkbox"/> 60
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <input checked="" type="checkbox"/> 28 certificate of compliance <input checked="" 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

Section 66W Certificate

I, _____ of _____, certify as follows:

1. I am a (solicitor OR licensed Conveyancer).
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at 58 Carranya Rd, Riverview, from Michael John Ring and Jennifer Anne Ring to _____ in order that there is no cooling off period in relation to that contract.
3. I do not act for Michael John Ring and Jennifer Anne Ring and am not employed in the legal practice of a solicitor acting for Michael John Ring and Jennifer Anne Ring nor am I a member or employee of a firm of which a solicitor acting for Michael John Ring and Jennifer Anne Ring is a member or employee.
4. I have explained to :
 - (a) the effect of the contract for the purchase of that property;
 - (b) the nature of this certificate; and
 - (c) the effect of giving this certificate to the vendor, that is there is no cooling off period in relation to the contract.

Dated: _____

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 <i>served</i> 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</i> by a <i>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.

58 CARRANYA RD RIVERVIEW NSW 2066

Conditions of Sale by Auction

If the property is or is intended to be sold at auction:

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property Stock and Business Agents Act 2002*;

- (1) The following conditions are prescribed as applicable to an in respect of the sale by auction of land:-
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
 - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

4. Real Estate Agent

The purchaser warrants that they were not introduced to the vendor or the property by or through any real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to on the front page of this contract. The purchaser agrees that they will at all times indemnify and keep indemnified the vendor from any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchaser's breach of this warranty. The provisions of this clause shall not merge upon completion.

5. Condition and State of Repair of Property

The purchaser acknowledges that they are entering into this contract relying entirely on the purchaser's own inspection, inquiries and judgement in relation to the property, improvements and inclusions. The vendor shall not be bound by any warranties or representations except those contained in this contract.

The purchaser will not make any objection, requisition, claim for compensation, delay completion, rescind or terminate the contract in respect of, or by reason of the:

- (a) state of repair or condition of any improvements, service to and on the property and the inclusions;
- (b) presence of any sewer, manhole or vent on the property;
- (c) any infestations or dilapidation;
- (d) any latent or patent defect in the property.
- (e) any existing water, sewerage, drainage and plumbing services, electricity, gas or other installations and services passing through the property, or any roof or surface water drainage being connected to the sewer;
- (f) any non-compliance that is disclosed herein with the Local Government Act or any Ordinance under the Act in respect of any building on the land.

In particular, and without limitation to the above, the vendor has not made and does not make any warranty as to the state of repair or condition of the inclusions and the purchaser shall accept them in their state of repair and condition at the date of this contract. The vendor is not responsible for any loss, mechanical breakdown or reasonable wear and tear to the furnishings and chattels (if any) occurring after the date of the contract. The purchaser shall not call upon the vendor to carry out any work, repair or replacement whatsoever in relation to the property and/or the inclusions the subject of this sale.

6. Statement of Title

A sufficient statement of the vendor's title shall be deemed included in the description of the property hereinbefore appearing and such statement shall be deemed to be given to the purchaser at the date hereof.

7. Release of Deposit

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 directs for the sole

purpose of a deposit, stamp duty or the balance of purchase monies on the purchase of real estate (including Residential Accommodation Deposits for Retirement Villages and Aged Care Facilities), providing that such sum 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 purchaser's express consent. The execution of this contract shall be full and irrevocable authority to the stakeholder named herein to release such deposit.

8. Amendments to Standard Form Contract

The provisions of the printed form of contract are amended as follows:

- (a) Clause 7.1.1 – '5%' is replaced with '1%';
- (b) Clause 7.2.1 – '10%' is replaced with '\$10,000.00';
- (c) Clause 18 is amended by adding the following:
 - Clause 18.8 'The purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property';

9. Requisitions

The purchaser agrees that the only form of requisitions on title the purchaser shall be entitled to serve pursuant to clause 5 of the contract, are those in the form of the Requisitions on Title annexed to this contract.

10. Death and Incapacity

10.1 The Purchaser warrants that they have mental capacity to enter this Contract.

10.2 Where before completion the Vendor (or any one of them):

10.2.1 If a natural person dies, is found by a court of competent jurisdiction to be incapable of administering its estate or affairs, is declared bankrupt or enters into a scheme of arrangement or makes an assignment for the benefit of creditors; or

10.2.2 If a company - resolves to go into liquidation, has a summons or application presented or an order made for its winding up, has an official manager or administrator appointed or receiver appointed over the whole or part of its assets or undertaking, or enters into a deed of arrangement, assignment or composition for the benefit of creditors,

then the Vendor or its representative may elect to rescind this Contract and the provisions of Clause 19 will apply.

10.3 Where before completion the Purchaser (or any one of them):

10.3.1 If a natural person dies, is found by a court of competent jurisdiction to be incapable of administering its estate or affairs, is declared bankrupt or enters into a scheme of arrangement or makes an assignment for the benefit of creditors; or

10.3.2 If a company - resolves to go into liquidation, has a summons or application presented or an order made for its winding up, has an official manager or administrator appointed or receiver appointed over the whole or part of its assets or

undertaking, or enters into a deed of arrangement, assignment or composition for the benefit of creditors,

then either party may rescind this Contract and the provisions of Clause 19 will apply.

11. Sewer Service Diagram

The purchaser acknowledges that the Sewer Service Diagram forming part of this contract is the most up-to-date diagram available. The purchaser shall not make any objection, requisition, or claim for compensation and shall not be entitled to rescind and/or terminate this contract in respect of anything referred to or disclosed in the Sewer Service Diagram and Sewer Location Diagrams attached to the contract, or due to lack of accuracy or completeness of the diagrams.

12. Deposit by Instalments

If agreed by the vendor prior to exchange of contracts, the purchaser may pay the deposit, being 10% of the purchase price in two (2) instalments as follows:

- (a) 5% of the purchase price on or before the Contract Date; and
- (b) 5% of the purchase price on the earlier of completion, or within five (5) business days after the vendor serves notice claiming forfeiture of the deposit.

The purchaser acknowledges that the vendor has agreed to accept payment of the deposit by way of instalments for the sole benefit of the purchaser. In the instance that forfeiture pursuant to this clause applies, the purchaser acknowledges that the balance payable by the purchaser as a result of the purchaser's default, does not constitute a penalty under this contract, but rather the balance of the 10% deposit that the vendor would otherwise be entitled to, had the vendor insisted on full payment of the deposit on the contract date.

13. Electronic Execution of Contract

The parties acknowledge that any document signed electronically using DocuSign or similar application is deemed to be the true and original version of the document and a hard copy will not be required. Parties agree to be bound by the electronically signed version of this contract, if applicable.

14. Earlier Settlement

The Vendor may unilaterally vary the terms of this contract by nominating a completion date earlier than that shown on the front page of this contract PROVIDED THAT the Vendor gives to the Purchaser not less than 28 days' notice of such earlier date and PROVIDED FURTHER THAT such earlier completion date shall not be earlier than 42 days after the making of this contract.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: RING & RING
Purchaser:
Property: 58 CARRANYA RD, RIVERVIEW, 2066
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 Information Certificate of 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 (as referred to in the former s109C of the *Environmental Planning and Assessment Act*) or an Occupation Certificate as referred to in s6.4 of that Act 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 or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
- 17.
- (a) 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?
 - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

Affectations/Benefits

- 20.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
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) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
- 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. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser

- to make any RW payment.
28. 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.
 29. 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.
 30. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
 31. The purchaser reserves the right to make further requisitions prior to completion.
 32. 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: 238/10801

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
14/5/2025	1:27 PM	2	8/9/2018

LAND

LOT 238 IN DEPOSITED PLAN 10801
AT LANE COVE
LOCAL GOVERNMENT AREA LANE COVE
PARISH OF WILLOUGHBY COUNTY OF CUMBERLAND
TITLE DIAGRAM DP10801

FIRST SCHEDULE

MICHAEL JOHN RING
JENNIFER ANNE RING
AS JOINT TENANTS (T E149621)

SECOND SCHEDULE (3 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 C558628 COVENANT
3 E149622 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

DP 10801	CONVERSION TABLE ADDED IN REGISTER GENERAL'S DEPARTMENT
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3	0.2500
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5	0.4167
6	0.5000
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8	0.6667
9	0.7500
10	0.8333
11	0.9167
12	1.0000
13	1.0833
14	1.1667
15	1.2500
16	1.3333
17	1.4167
18	1.5000
19	1.5833
20	1.6667
21	1.7500
22	1.8333
23	1.9167
24	2.0000
25	2.0833
26	2.1667
27	2.2500
28	2.3333
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35	2.9167
36	3.0000
37	3.0833
38	3.1667
39	3.2500
40	3.3333
41	3.4167
42	3.5000
43	3.5833
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45	3.7500
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49	4.0833
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DP 10801

D.P 10801 (E)

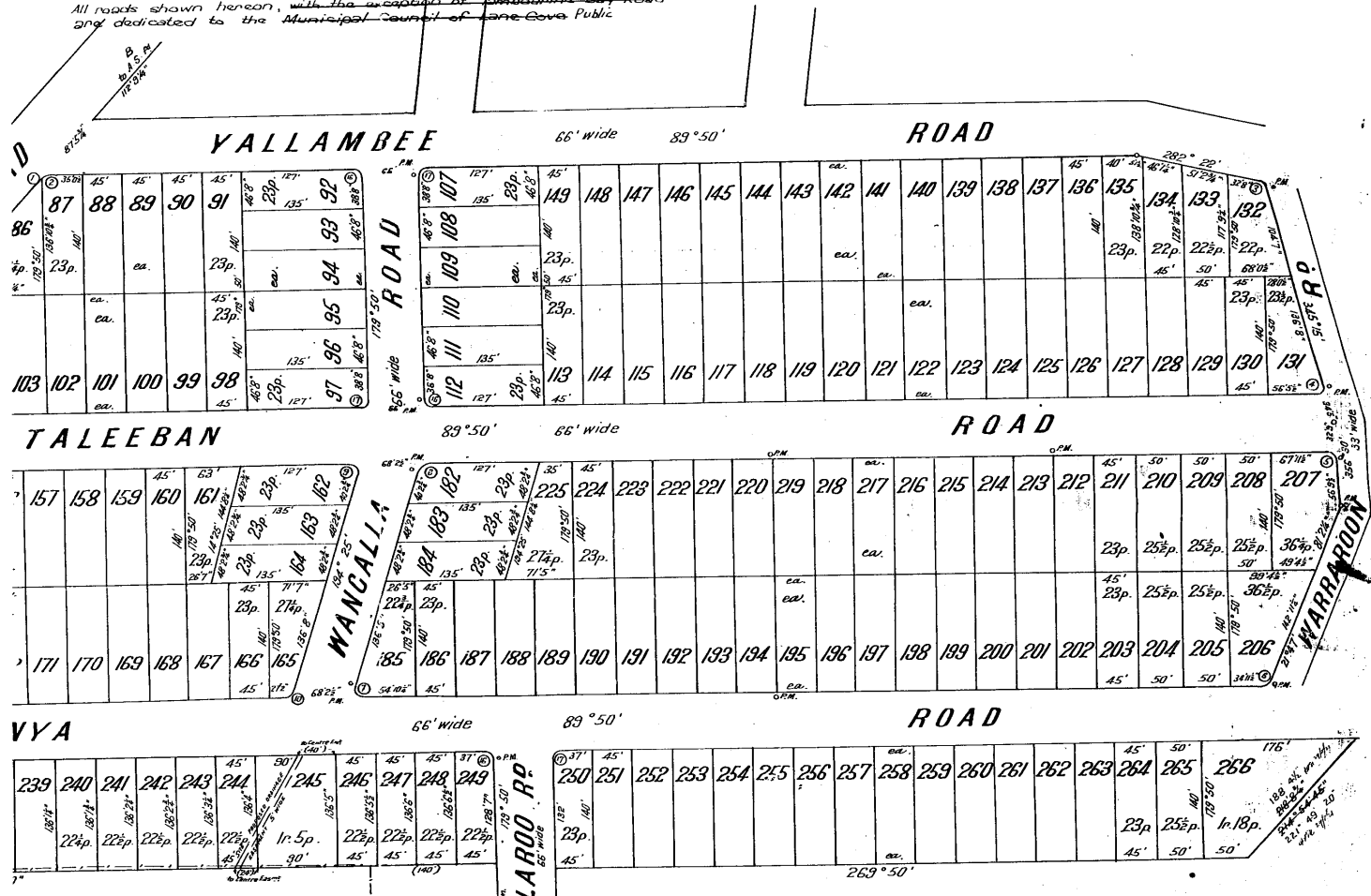
PLAN

Division of part of land comprised in Cs. T. Vol: 1181 Fol: 225 & Vol: 2124 Fol: 112
 Parish of Willoughby County of Cumberland

Scale: 100 feet to 1 inch

NOTE: 8 feet cut off all corners
 P. Ms. are 3/8" sq off Building Lines.

Land comprised in this plan is subject to the following Restrictive Covenants
 a. All main buildings to be constructed of brick or stone and main roof to be of slates tiles or shingles and cost not less than £.500
 b. No outbuildings to be erected prior to main buildings.
 All roads shown hereon, with the exception of Embouriana Bay Road and dedicated to the Municipal Council of Lane Cove Public



COVEYED BY DEED TO THE REGISTRAR ON 30 March 1921

I Harold Paul Mulligan of Sydney Licensed Surveyor specially licensed under the Real Property Act do hereby solemnly and sincerely declare that the boundaries and measurements shown on this plan are correct for the purposes of the said Act and that the survey of the land to which the Plan relates has been made under my immediate supervision and I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900

H. Mulligan
 Licensed Surveyor

Subscribed and declared before me at Sydney this 24th day of March A.D. 1921

L. Smith J.P.

Notary Public for Australia
 His Attorney

20th April 21
 28th February 21

Surveyed Feb 1921
 DP 10801

J. Marshall
 Town Clerk

Municipality of Lane Cove

A. 708495 30. 6. 21.

DP10801 (E)

PLAN

of subdivision of part of land comprised in Cs. T. Vol: 1181 Fol: 225 &
 Parish of Willoughby County of Cumberland

Scale: 100 feet to 1 inch

NOTE: 8 feet cut off all corners
 P.M.s. are 3/6" sq. off Building Lines.

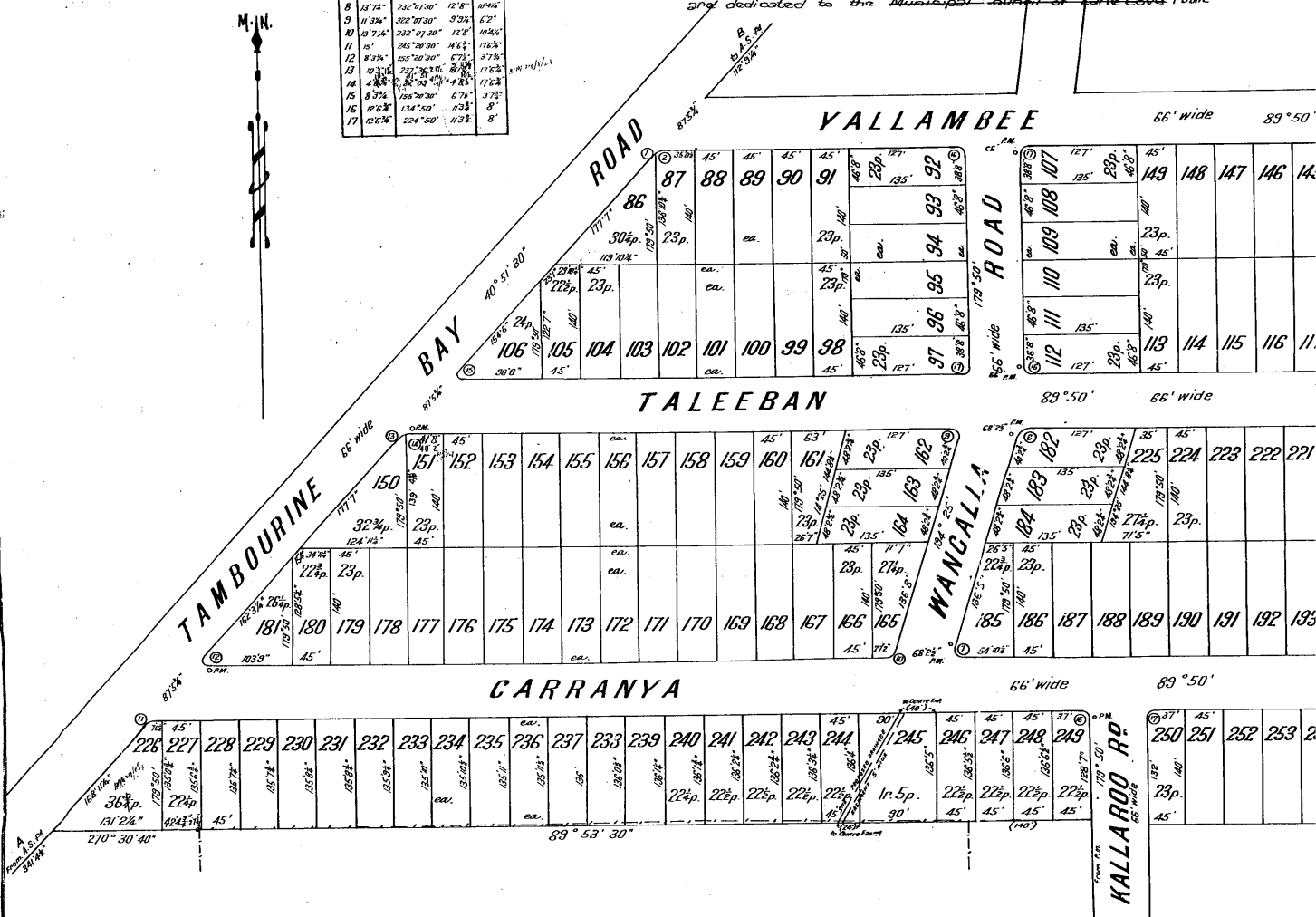
The Land comprised in this plan is subject to the following Restrictive Covenants

- a. All main buildings to be constructed of brick or stone and main roof to be of slates tiles or shingles and cost not less than £,500
- b. No outbuildings to be erected prior to main buildings.

All roads shown hereon, with the exception of Tambourine Bay Road and dedicated to the Municipal Council of Lane Cove Public

Corners

no	Arc	Chord	Rad.
1	44 1/2°	228' 02"	414'
2	10 7/8°	252' 32' 40"	172 1/2°
3	14 1/2°	263' 48' 30"	15 7/8°
4	11 3/4°	297' 52' 30"	3 3/4°
5	12 3/8°	315' 10"	11 7/8°
6	14 1/2°	355' 48' 30"	5 7/8°
7	11 3/4°	322' 01' 30"	3 3/4°
8	13 7/8°	235' 01' 30"	12 7/8°
9	11 3/4°	322' 01' 30"	3 3/4°
10	13 7/8°	235' 01' 30"	12 7/8°
11	11 3/4°	297' 52' 30"	3 3/4°
12	12 3/8°	315' 10"	11 7/8°
13	14 1/2°	355' 48' 30"	5 7/8°
14	11 3/4°	322' 01' 30"	3 3/4°
15	13 7/8°	235' 01' 30"	12 7/8°
16	11 3/4°	322' 01' 30"	3 3/4°
17	12 3/8°	315' 10"	11 7/8°



Subscribed and declared before me at Sydney
 this 24th day of March A.D. 1921

S. Smith pro

Redman

Azimuth taken from A-B

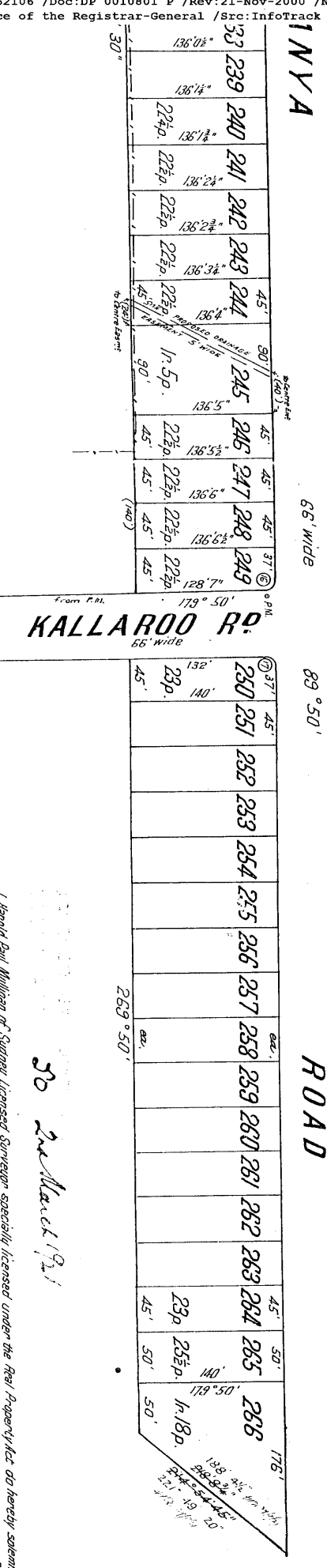
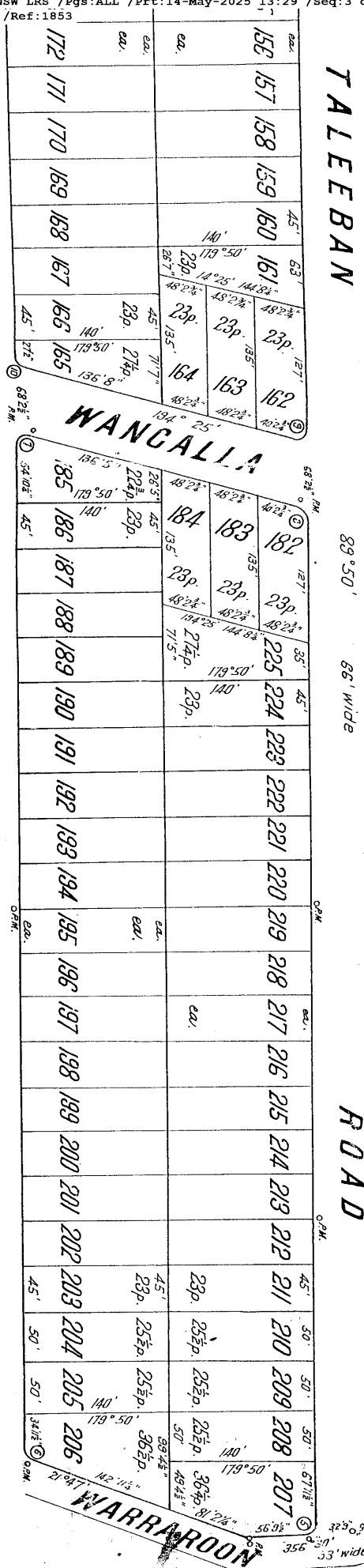
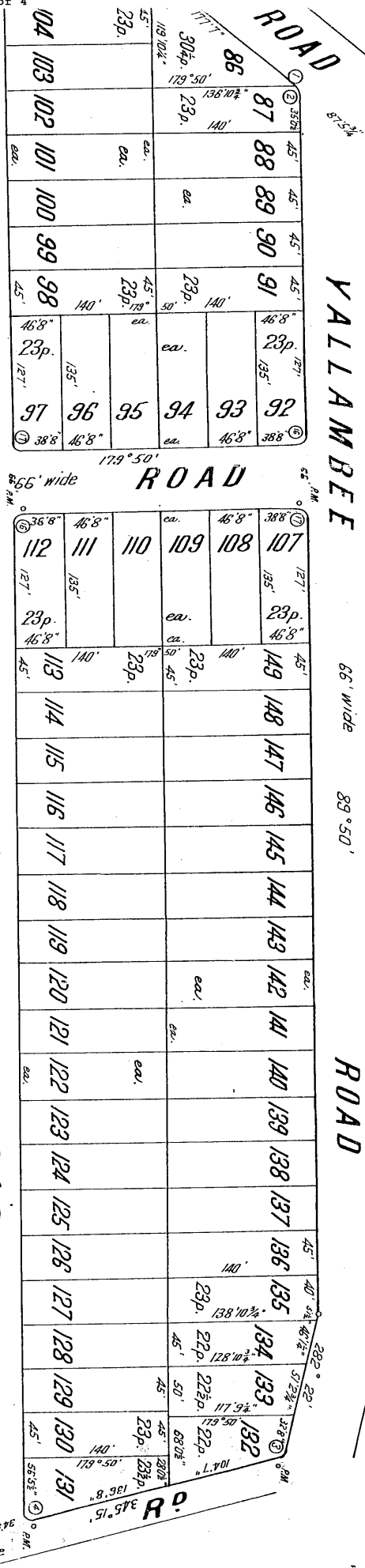
D.P. 10801 (E)

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REGISTRAR GENERAL'S DEPARTMENT

All roads shown hereunder are dedicated to the Municipal Council of Lane Cove Public

DP10801(E)



KALLAROO RD
 66' wide

I Harold Paul Milligan of Sydney Licensed Surveyor specially licensed under the Real Property Act do hereby solemnly and sincerely declare that the boundaries and measurements shown on this plan are correct for the purposes of the said Act and that the same are in accordance with the Plan which has been made under my immediate supervision

30 2nd March 1921



RP. 13.
 New South Wales
MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900)



C558628

NEW SOUTH WALES
 1157310

JUL 20 12 00 1937
 Es:—
 Judgment ...
 endorsement ...
 certificate ...
 20 JUL 1937

(Trusts must not be disclosed in the transfer.)

I, ARTHUR RUSSELL KEELING of Sydney Builder

(herein called transferor)

being registered as the proprietor of an estate in fee simple* in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of One hundred and one pounds five shillings

£101.5.0 (the receipt whereof is hereby acknowledged) paid to me by

GEORGE HAY MATHER of Sydney Accountant

(herein called transferee)

do hereby transfer to the said transferee* George Hay Mather

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

(c)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	Cumberland	Willoughby	Part being Lot 238 D.P. 10901	3855	147

And the transferee covenants with the transferor, DOTH HEREBY for himself his heirs, executors administrators and transferees or other the registered proprietors for the time being of the land hereby transferred and so as to bind not only the land hereby transferred but the successive owners and tenants thereof covenant with the transferor his executors administrators and assigns that he and they will observe and perform the following building and other conditions namely: (a) Any main building erected upon the above land shall be constructed in a proper and workmanlike manner of brick and/or stone, the main roof of which shall be slates tiles or shingles or other material approved by the Vendor at a cost of not less than £500. (b) No out building shall be erected prior to the erection of the main building. The land to which the benefit of the above covenant is intended to be appurtenant is the land comprising the lots shown on the said Deposited Plan other than the land hereby transferred. The land which is to be subject to the burden of such covenant is the land hereby transferred. The persons by whom or with whose consent the covenant may be released varied or modified is the Council of the Municipality of Lane Cove.

ENCUMBRANCES, &c., REFERRED TO:

Reservation of mines &c.

Signed at Sydney the eighth day of July 1937.

Signed in my presence by the transferor
ARTHUR RUSSELL KEELING
 WHO IS PERSONALLY KNOWN TO ME

Arthur Russell Keeling
 Transferor.*

Signed Joseph P. ...
Myself Clerk to Solicitor, Daley & Co. Solicitors, Sydney.

Signed in my presence by the transferee
GEORGE HAY MATHER
 WHO IS PERSONALLY KNOWN TO ME

George Hay Mather
 Transferee.

E. C. Kane
 Arthur Kane & Co. Solicitors, Sydney.

* 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 annexed form. 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."

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

* If signed by virtue of any power of attorney, the original power must be produced, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.
 † N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.
 No alterations should be made by erasure. The words rejected should be crossed 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.

1744B

No. C558628

LODGED BY _____



CONSENT OF MORTGAGEE.

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

Dated at _____ this _____ day of _____ 19____ }
 Signed in my presence by _____ }
 who is personally known to me. } Mortgages.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.¹

(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.¹

Signed at _____ the _____ day of _____ 19____ }
 Signed at _____ the _____ day of _____ 19____ }
 at _____ the place and on the date above-mentioned }
 in the presence of _____ }

¹ This form is not appropriate in cases of delegation by trustees.

¹ Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

FORM OF DECLARATION BY ATTESTING WITNESS.²

Appeared before me at _____ the _____ day of _____ one thousand _____
 nine hundred and thirty _____ 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.

² May be made before either Registrar-General, Deputy Registrar-General, 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

Acres _____ rods 22 1/4 perches.
Lot 238 & P. 10501 (Carrangra Rd.)
Lane Cove
 Municipality _____ Parish _____ County _____ (Sub. to Govt.)
George Hay Mather Transferee.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature	No.	Reg'd Propr., M'tgor, etc.
C.T. partially cancelled		

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

Particulars entered in Register Book, Vol. 355 Fol. 147
 M.P.D.
 the 30th day of July 1937.
 at _____ minutes 3 o'clock in the after noon.

Ray W. Miles
 Registrar-General

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch	<u>CE</u>	<u>27.7.37</u>
Received from Records	<u>CE</u>	<u>7.8.37</u>
Draft written	<u>CE</u>	<u>27.7.37</u>
Draft examined ...	<u>CE</u>	<u>27.7.37</u>
Diagram prepared	<u>CE</u>	<u>27.7.37</u>
Diagram examined	<u>CE</u>	<u>27.7.37</u>
Draft forwarded	<u>CE</u>	<u>27.7.37</u>
Supt. of Engrossers	<u>CE</u>	<u>9-8</u>
Cancellation Clerk	<u>CE</u>	<u>9-8</u>
VOL. <u>4861</u> Fol. <u>155</u>		
Diagram Fees		
Additional Follies		

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

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

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

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.
 If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferor may take out a new Certificate for the residue.

PLANNING CERTIFICATE

Under Section 10.7 Environmental Planning and Assessment Act, 1979

Applicant:

Select Conveyancing
Suite 7,
43 - 45 Burns Bay Rd
Lane Cove 2066

Date of Issue: 14/05/2025

Council Reference: 302763

Applicant Reference: Ring

Certificate No: 660

Property address: 58 Carranya Road RIVERVIEW NSW 2066
Description: Lot: 238 DP: 10801
Property Reference: 772

INFORMATION PROVIDED PURSUANT TO SECTION 10.7(2) & (5) OF THE ACT

The planning information contained in this certificate applies specifically to the land.


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Exempt Development	5
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 ABN 42 062 211 626

PART 2:

Sec: 1 Names of 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.

Lane Cove Local Environmental Plan 2009 - gazetted on 19 February 2010

State Environmental Planning Policy (Biodiversity and Conservation) 2021 – gazetted 2 December 2021; effective 1 March 2022.

State Environmental Planning Policy (Resilience and Hazards) 2021 – gazetted 2 December 2021; effective 1 March 2022.

State Environmental Planning Policy (Industry and Employment) 2021 – gazetted 2 December 2021; effective 1 March 2022.

State Environmental Planning Policy (Sustainable Buildings) 2022 - gazetted 29 August 2022; effective from 1 October 2023.

State Environmental Planning Policy (Housing) 2021 – gazetted 2 December 2021; effective 1 March 2022.

State Environmental Planning Policy (Transport and Infrastructure) 2021 – gazetted 2 December 2021; effective 1 March 2022.

State Environmental Planning Policy (Exempt & Complying Development Codes) - gazetted 12 December 2008.

State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021 – gazetted 2 December 2021; effective 1 March 2022.

State Environmental Planning Policy (Planning Systems) 2021 – gazetted 2 December 2021; effective 1 March 2022.

Lane Cove Development Control Plan, effective 22 February 2010

- (2) 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.
- (3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—
- (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
 - (b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.
- (4) *proposed environmental planning instrument* means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

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Sec: 2 Zoning and land use under relevant planning instruments

(a) The land is zoned: Low Density Residential R2

(b) Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To retain, and where appropriate improve, the existing residential amenity of a detached single family dwelling area.
- To encourage new dwelling houses or extensions of existing dwelling houses that are not highly visible when viewed from the Lane Cove River or Parramatta River.
- To ensure that landscaping is maintained and enhanced as a major element in the residential environment.

(i) Permitted without consent

Home occupations

(ii) Permitted with consent

Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Group homes; Health consulting rooms; Home businesses; Home industries; Hospitals; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Respite day care centres; Roads; Signage; Tank-based aquaculture

(iii) Prohibited

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

(c) Whether additional permitted uses apply to the land

NO

(d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,

No

(e) whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*,

NO

(f) whether the land is in a conservation area, however described,

NO

(g) whether an item of environmental heritage, however described, is located on the land.

NO

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Sec: 3 Contribution plans

- (1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.
Lane Cove Section 94 Contributions Plan (now known as Section 7.11 Contributions Plan).
- (2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area.
NO

Sec: 4 Complying development

- (1) If the land is land on which complying development may 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.
- (2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—
 - (a) a restriction applies to the land, but it may not apply to all of the land, and
 - (b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

(1) Complying development may be carried out on the land as a whole under the SEPP in accordance with the following Codes (unless the land is excluded elsewhere in this Section):- Housing Code, Housing Alterations Code, General Development Code, Subdivision Code, Demolition Code and/or Fire Safety Code.

(2) Not applicable.

PLEASE NOTE: Under Section 1.18(1)(b) of the Exempt and Complying Development Code, subdivision is NOT PERMITTED on land on which a dual occupancy is erected or proposed to be erected. For the purposes of the Low Rise Housing Diversity Code, minimum lot sizes for all types of dual occupancy are contained within Council's Local Environmental Plan.

(3) Not applicable


Sec: 5 Exempt development

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- (1) If the land is land on which exempt development may 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.

Exempt development may be carried out on the land under the SEPP.

- (2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

Exempt development may be carried out on the land as a whole under the SEPP.

- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—

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

Not applicable

- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

Not applicable

Sec: 6 Affected building notices and building product rectification orders

- (1) Whether the council is aware that—

- (a) an affected building notice is in force in relation to the land, or
NO
(b) a building product rectification order is in force in relation to the land that has not been fully complied with,
or
NO
(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.
NO

- (2) In this section—

affected building notice has the same meaning as in the *Building Products (Safety) Act 2017*, Part 4.
building product rectification order has the same meaning as in the *Building Products (Safety) Act 2017*.


Sec: 7 Land reserved for acquisition

To authenticate this certificate visit <http://www.lanecove.nsw.gov.au/CertCheck> | Cert. #:[certificate number], Page 5 of 11

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Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

NO

Sec: 8 Road widening and road realignment

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

- a) the *Roads Act 1993*, Part 3, Division 2, or
Not affected by road widening
- b) Any environmental planning instrument, or
NO
- c) Any resolution of the council:
NO

Sec: 9 Flood related development controls

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.
The Lane Cove Development Control Plan - effective 22 February 2010 - applies
- (2) If 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.
The Lane Cove Development Control Plan - effective 22 February 2010 - applies
- (3) In this section—
flood planning area has the same meaning as in the Floodplain Development Manual.
Floodplain Development Manual means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.
probable maximum flood has the same meaning as in the Floodplain Development Manual.

Overland Flow


A study is currently being undertaken to determine exact locations subject to overland flow in the Municipality of Lane Cove. Until such time as Council has completed this work, property owners should conduct their own investigations to be satisfied that this property is not affected by overland flow.

To authenticate this certificate visit <http://www.lanecove.nsw.gov.au/CertCheck> | Cert. #:[certificate number], Page 6 of 11

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Sec: 10 Council and other public authority policies on hazard risk restrictions

- (1) Whether any of the land is affected by an adopted policy that restricts 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.

Land slip:
NO

Bushfire:
See Section 11.

Tidal inundation:
NO

Subsidence:
NO

Acid Sulphate soils:
NO

- (2) In this section—
adopted policy means a policy adopted—
(a) by the council, or
(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

Sec: 11 Bushfire prone land

The land is not identified on the Lane Cove Bushfire Prone Land Map dated 9 August 2022.

Sec: 12 Loose-fill asbestos insulation

If the land includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.

- Some residential homes located in the Local Government Area have been identified as containing Loose Fill Asbestos Insulation (LFAI) , for example in the roof space
- NSW Fair Trading maintains a Register of these homes that are affected by Loose Fill Asbestos Insulation. This register can be found on NSW Fair Trading's website –


[Loose-fill asbestos insulation register | NSW Fair Trading](#)

To authenticate this certificate visit <http://www.lanecove.nsw.gov.au/CertCheck> | Cert. #:[certificate number], Page 7 of 11


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You should make your own enquiries as to the age of the buildings on the land to which this certificate relates to confirm the status of the property.

Sec: 13 Mine subsidence

Whether the land is declared to be a mine subsidence district, within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

NO

Sec: 14 Paper subdivision information

- (1) The name of a development plan adopted by a relevant authority that—
(a) applies to the land, or
(b) is proposed to be subject to a ballot.

Not applicable

- (2) The date of a subdivision order that applies to the land.

Not applicable

- (3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

Sec: 15 Property vegetation plans

Not applicable.

Sec: 16 Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

Not applicable.

Note—

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

Sec: 17 Biodiversity certified land

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

Not applicable.

To authenticate this certificate visit <http://www.lanecove.nsw.gov.au/CertCheck> | Cert. #:[certificate number], Page 8 of 11

Note—

Biodiversity certified land includes land certified under the *Threatened Species Conservation Act 1995*, Part 7AA that is taken to be certified under the *Biodiversity Conservation Act 2016*, Part 8.

Sec: 18 Orders under Trees (disputes Between Neighbours) Act 2006

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

NONE

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

- (1) If the *Coastal Management Act 2016* applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works.

Not applicable

- (2) In this section—

existing coastal protection works has the same meaning as in the *Local Government Act 1993*, section 553B.

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.

Sec: 20 Western Sydney Aerotropolis

Not applicable

Sec: 21 Development consent conditions for seniors housing

If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).

NO

Sec: 22 Site compatibility certificates and development consent conditions for affordable rental housing

- (1) Whether there is a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—

- (a) the period for which the certificate is current, and
(b) that a copy may be obtained from the Department.

NO

To authenticate this certificate visit <http://www.lanecove.nsw.gov.au/CertCheck> | Cert. #:[certificate number], Page 9 of 11

In this section—

former site compatibility certificate means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

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

- a) That the land to which the certificate relates is significantly contaminated land within the meaning of that Act – if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,
NO
- b) That the land to which the certificate relates is subject to a management order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,
NO
- c) That the land to which the certificate relates is subject of an approved voluntary management proposal within the meaning of that Act – if it is the subject of such an approved proposal at the date when the certificate is issued,
NO
- d) That the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,
NO
- e) That the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act – if a copy of such a statement has been provided at any time to the local authority issuing the certificate.
NO

Council records do not have sufficient information about the uses (including previous uses) of the land which is the subject of this Section 10.7 certificate. To confirm that the land hasn't been used for a purpose which would be likely to have contaminated the land, parties should make their own enquiries as to whether the land may be contaminated.


For further information, please contact the Strategic Planning Department on 9911 3612.

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**Part 5:
ADDITIONAL INFORMATION PROVIDED UNDER SECTION 10.7(5) OF THE ACT**

The instruments and the plans should be examined in relation to the specific restrictions which may apply to any development which may be proposed.

The land is subject to a Tree Preservation Order, details of which are available at Council's Customer Service Centre.

The Register of Consents may be examined at Council's Customer Service Centre for particulars relating to development consents which may have been issued for the use or development of the land.

Enquiries regarding Arterial Road Reservations and Regional Open Space should be directed to the Roads and Traffic Authority and Department of Planning respectively.

The information provided concerning the Coastal Management Act 2016 is only to the extent that the Council has been notified by the Department of Public Works and Services.


For more information, please contact the Strategic Planning Department on 9911 3555

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SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF LANE COVE
 Lot No. 238 House No. 58

SUBURB OF RIVERVIEW
 STREET CARRANIA RD

SSD
 SCALE: 1:250

SYMBOLS AND ABBREVIATIONS

INDICATES - DRAINAGE FITTINGS

■	Manhole	⊠	Gully
□	Chr Chamber	⊠	Reflux Valve
●	Lampole	○	Inspection opening
⊗	Boundary Trap	○	Vertical Pipe
⊙	Inspection Shaft	IP	Induct Pipe
⊖	Pit	MF	Mico Flap
⊞	Grease Interceptor	●	Rodding Point
⊞	Graywater Treatment System	⊞	Sloped Junction
⊞	Terminal Maint. Shaft	○	Vertical Junction
⊞	Maintenance Shaft	⊞	On back Junction

INDICATES - PLUMBING FIXTURES & OR FITTINGS

CO	Clean out	Bid	Bidet
○ V	Vent Pipe	Shr	Shower
Tr.(L)	Trough laundry	DWM	Dishwashing machine
S	Sink (kitchen)	FW	Floor waste gully
WC	Water Closet	CWM	Clothes-washing machine
Bth.	Bath Waste	BS	Sink Bar
H	Basin	LS	Sink Laboratory
AAV	Air Admittance Valve	+	LP Reducer

ELEC.

⊞	Pump Unit
⊞	Boundary Valve
⊞	Boundary Valve with PRV
⊞	Alarm Control Panel
⊞	LP Stop Valve
⊞	LP Air Valve
⊞	HSV Flow Monitor
⊞	Vacuum Chamber
⊞	Flushing Point

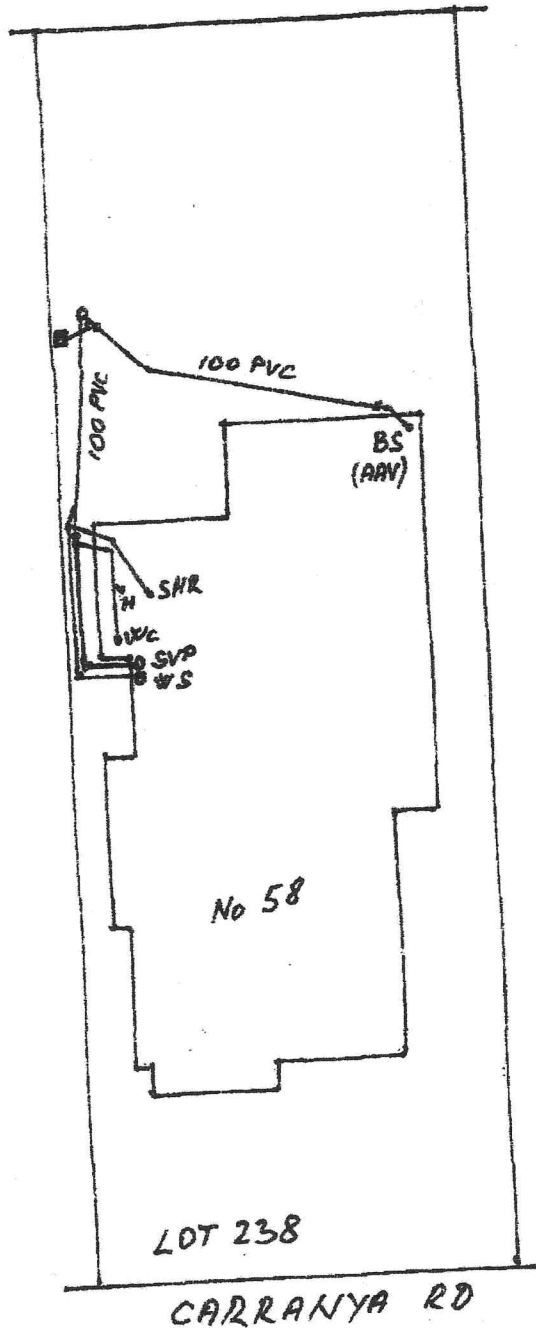
INDICATES - PLUMBING ON MORE THAN ONE LEVEL

○ SVP	Soil Vent Pipe	○ WS	Waste Stack
-------	----------------	------	-------------

Licence No. 115069C
 Permit/COC No.
 Signature [Signature]

Licence No.
 Permit/COC No.
 Date 19.09.08 Signature

Date



Sewer Service Diagram

Application Number: 8004302181

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
DIAGRAM OF SANITARY DRAINAGE

H.S. 73e

Municipality of Lane Cove

SEWER AVAILABLE

Diagram No. 355556

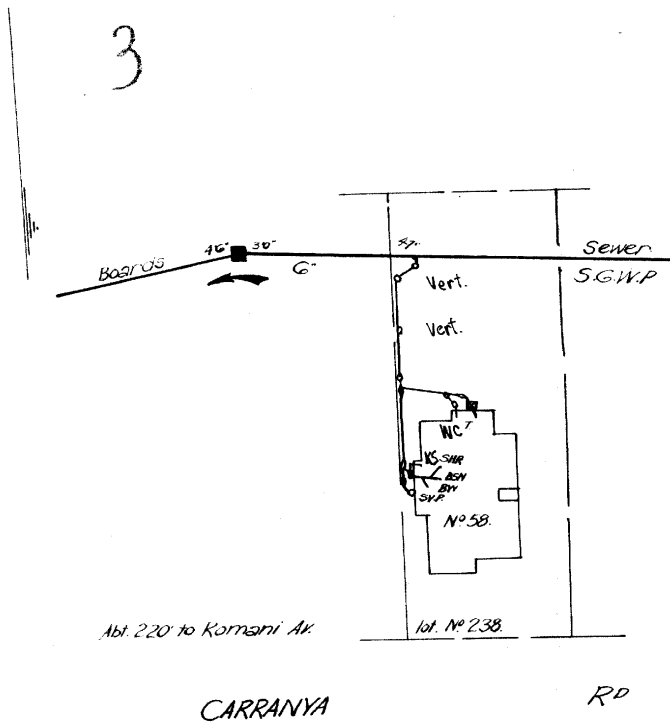
SYMBOLS AND ABBREVIATIONS		
□ Boundary Trap	■ R.V. Reflux Valve	I.P. Induct Pipe
■ Pit	○ Vert. Vertical Pipe	M.F. Mica Flap
■ G.I. Grease Interceptor	○ V.P. Vent. Pipe	T. Tubs
■ Gully	○ S.V.P. Soil Vent. Pipe	K.S. Kitchen Sink
■ P.T. P. Trap	○ D.C.C. Down Cast Cowl	W.C. Water Closet
■ R.S. Reflux Sink		B.W. Bath Waste
		Bsn. Basin
		Shr. Shower
		W.I.P. Wrought Iron Pipe
		C.I.P. Cast Iron Pipe
		F.W. Floor Waste
		W.M. Washing Machine

Existing drainage shown by black lines. Scale: 40 Feet to an Inch New drainage shown by full blue lines

This diagram is the property of the Owner and is to be returned to him on completion of the work
 Certificates for drainage and sanitary plumbing will be issued to the owner when the work is completed and passed by the Board's Inspector.
 The Board accepts no responsibility for the suitability of the diagram in relation to the eventual position of the Board's sewer When the sewer becomes available it will be necessary to apply for a revised diagram.

This work must be carried out in accordance with the Board's By-laws and Regulations.
 (4" dia. pipes may be used in lieu of 6" dia pipes as shown on this diagram if the property owner so desires, provided that the relative levels of the sewer and house fixtures will permit of the pipes being laid with regulation grades and cover. For further information consult Board's Inspector.)

This work will be tested from



SHEET No 4299A

For Engineer-in-Chief

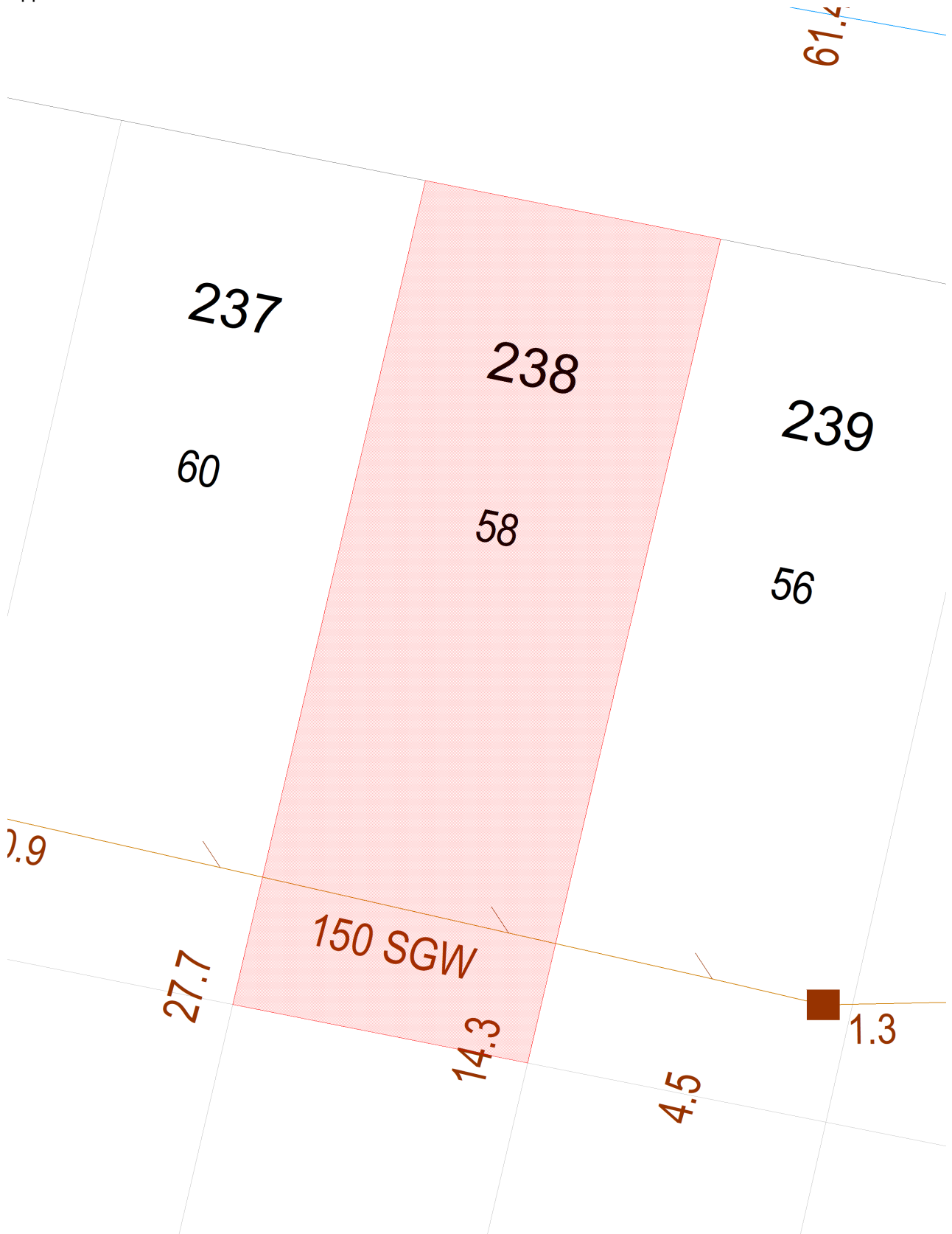
197 069

OFFICE USE ONLY		Inspector	First Visit	Passed	Date
--- W.C.	Designed by	Date			
--- Bth.					
--- Shr.	Inspector	Date			
--- Bsn.					
--- KS	Examined by	Date			
--- T					
--- Plg.	Chief Inspector	Date			
Dge.Int.					
Dge.Ext.	DESIGN	Boundary Trap is not required.	Checked with Design and Diagram	Chief Inspector	---
			SUPERVISION		

Disclaimer

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

Service Location Print
Application Number: 8004302166



Document generated at 14-05-2025 01:40:55 PM

Disclaimer

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

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

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**.

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C – Swimming Pools Act 1992

Pool No:	caff2536
Property Address:	58 CARRANYA ROAD RIVERVIEW
Date of Registration:	19 October 2013
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	In ground

The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.

The issue of this certificate does not negate the need for regular maintenance of the pool.

Please remember:

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

You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.

This is NOT a Certificate of Compliance

NSW SWIMMING POOL REGISTER

Certificate of Compliance

Section 22D – Swimming Pools Act 1992

Pool No: caff2536
Property Address: 58 CARRANYA ROAD RIVERVIEW
Expiry Date: 24 July 2028
Issuing Authority: Granville Harris - Registered Certifier - bdc04861

Complied with AS1926.1 (2012).

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

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

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

Please remember:

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

Accredited Certifiers

Building peace of mind

DEVELOPMENT APPROVALS
CONSTRUCTION CERTIFICATES
STRATA CERTIFICATES
PRINCIPAL CERTIFYING AUTHORITY
FIRE SAFETY SOLUTIONS
COUNCIL MEDIATIONS & SOLUTIONS

OCCUPATION CERTIFICATE DOCUMENTS

Date:	<u>29/01/09</u>	Pages:	4 + supporting documents
To:	Michael & Jennifer Ring	From:	Michael Ludlow
C/o:	Draw Pty Ltd	Company:	Accredited Certifiers
Fax:	02 9318 0511	Fax:	02 8338 1971
Phone:	02 9318 0588	Phone:	02 8338 1961
mobile:	-	Mobile:	0404 879 835

DETAILS OF DEVELOPMENT:

Full Property Address: 58 Carranya Rd Riverview

Proposed works: Alterations & Additions to dwelling

CERTIFICATION DOCUMENTS

Please find attached the following occupation certificate documents: Please do not lose these documents. If you ever wish to sell your property, your Conveyancing Solicitor will request them, to ensure the building works are legitimate.

1. The occupation certificate.

Note: A copy of this Occupation Certificate along with any compliance certificates or other documents relied upon to issue the Occupation Certificate have been forwarded to Council for record keeping.

FREQUENTLY ASKED QUESTIONS

Do I need to send the Occupation Certificate to Council?

No. We have sent your Occupation Certificate together with any supporting compliance documents in to Council for you. You don't need to send a copy. Please find attached for your information, the front cover sheet of the registered Occupation Certificate sent to Council.

When can I get any damage deposit back from Council?

If you paid any damage deposits, for example, landscaping or footpath damage deposits, you are entitled to contact Council with a view to obtaining your refund.

We suggest you contact them in approximately seven working days to ensure they have had time to register our Occupation Certificate. They may require you to complete a form or may record your request verbally. It is best to phone them first.

What do I do with my Occupation Certificate?

Please don't lose it! It is an important document so file it safely. If you ever plan to sell your building, your conveyancing solicitor will need a copy of the occupation certificate to prove to any prospective purchaser that the building is consistent with the Council requirements and building codes.

THANK YOU

We really enjoyed working with you. We hope your project ran smoothly and we were responsive to your needs. If you have any grievances with our service, we would appreciate hearing about them so that we can rectify the problems and ensure it doesn't happen again.

If you were impressed with our service, thank you, and please let others know about us. We would be glad to work with you again. We are only a phone call away.

OCCUPATION CERTIFICATE

This certificate verifies that, if the applicant carries out the proposed work in accordance with the plans and specifications that are approved, the work will comply with the Environmental Planning and Assessment Regulation 2000.

Determination: Approved. Refused, for reasons attached. (tick as appropriate)

Type of Certificate: Final

DEVELOPMENT DETAILS

Full Address: 58 Carranya Rd Riverview

Proposed works: Alterations & Additions to dwelling

Type of work: Building work

Development Consent No.: 172/07 **Determination date:** 27 September 2007

Construction Certificate No.: 08/003 CC1 **Class/s of building:** 1a

DOCUMENTATION FORMING PART OF THE OCCUPATION CERTIFICATE

1. The Fire Safety Schedule.
2. The application for the Occupation Certificate.
3. The records of Mandatory Inspections.
4. A copy of any Compliance Certificates and other documents relied upon to issue the Occupation Certificate.
5. Any required Council record keeping fee for the lodgement of the Occupation Certificate.

CERTIFICATE

I, Michael Ludlow certify that:

1. Where an interim Occupation Certificate is being issued, the health and safety of the occupants of the building have been taken into consideration.
2. A development consent is in force with respect to the building.
3. A current construction certificate has been issued with respect to the plans and specifications for the building.
4. The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.

Certifying Authority: Michael Ludlow
Contact details: Phone: 02 8338 1961 Fax: 02 8338 1971
Address: PO Box 6397 Alexandria NSW 2015
Accreditation no: BPB 0236

Signature: ▶



Determination date: 29/01/09

SCHEDULE OF MANDATORY INSPECTIONS

Full Property Address:	58 Carranya Rd Riverview	Reference No:	08/003 CC1
------------------------	--------------------------	---------------	------------

<u>MANDATORY INSPECTION</u>	<u>REQUIRED ?</u>	<u>Date of INSPECTION</u>	<u>INSPECTOR</u>	<u>ACCREDITATION NUMBER</u>	<u>SIGNATURE</u>
Pre-commencement	Inspections already completed prior to Interim Occupation Certificate being issued				
Foundations/footings					
Steel reinforcement					
Frame					
Waterproofing of wet areas					
Hydraulics					
Final					

Serrao Smith Consulting Engineers

Our ref: 08123g1210.docx

4/88 Myrtle Street Chippendale NSW 2008

T: 9318 1485 F: 9318 0273

E: serrao01@bigpond.net.au

10th December, 2008

Michael and Jenny Ring
58 Carranya Road
RIVERVIEW NSW 2068

Dear Michael and Jenny,

Re: **58 Carranya Road
RIVERVIEW
STRUCTURAL ENGINEERS CERTIFICATE**

We, Serrao Smith, being professional Engineers, certify that we have carried out periodic inspections of the following items, with respect to structural adequacy, during the alterations and additions at the above address.

These inspections have related to the following items:

- Structural steelwork
- Timber framing
- Suspended concrete slabs
- Concrete slabs on ground and footings
- Clay brick and concrete masonry elements
- Site retaining walls.

The work required by the structural engineering drawings and engineering instructions issued up to the time of inspection conformed generally to those drawings and instructions.

This certificate shall not be construed as relieving any other party of their responsibilities.

Yours faithfully,
Serrao Smith Pty Ltd


Dale Smith BE(Hons) MIEAust CPEng

ATT: MICHAEL WOLLOW

**Serrao Smith
Consulting Engineers**

Our ref: 09123g1210.docx

4/00 Myrtle Street Chippendale NSW 2008

T: 9318 1485 F: 9318 0273

E: serrao01@bigpond.net.au

10th December, 2008Michael and Jenny Ring
58 Carrarys Road
RIVERVIEW NSW 2086

Dear Michael and Jenny,

Re: **58 Carrarys Road
RIVERVIEW
STORM WATER DRAINAGE CERTIFICATE**

We, Serrao Smith, being professional Engineers, certify that we have carried out periodic inspections of the installation of the site storm water drainage, including:

- Downpipe location
- Rainwater tank size and location
- Underground pipes and pits
- Water reticulation systems.

The work required by the civil engineering drawings and engineering instructions issued up to the time of inspection conformed generally to those drawings and instructions.

This certificate shall not be construed as relieving any other party of their responsibilities.

Yours faithfully,
Serrao Smith Pty Ltd

Dale Smith BE(Hons) MIEAust CPEng

ATT. MICHAEL LUDLOW



Date: 5th December, 2008

Joseph Ayoub & Partners
28 Wetherill Street,
Croydon N.S.W 2132

Ref No: 992
Re: 58 Carranya Rd, Riverview

To whom it may concern,

This is to certify that the installation of glass in all doors and windows for the above mentioned project was glazed using 6.38mm Clear Sunergy and the 6.38mm Clear-12 air space-6mm Clear Toughened Sunergy Double Glazed units. Furthermore complies with the AS1288 and AS2047.

Yours Faithfully
Gilbert Madfouni

MASTER WINDOWS PTY.LTD
Managing Director

Page 1 of 1

ATT: MICHAEL HUDLOW

2 Sheridan Close Milperra NSW 2214 Phone: 9792 7307 Fax: 9792 1653
Email: info@masterwindows.com Web: www.masterwindows.com.au

Please supply requested information fully and neatly to ensure the prompt issue of the permit.

PROPERTY & OWNER DETAILS

House No: 31 Lot No: Street: Ewell Suburb: Rozelle
 Municipality: Leichhardt Postcode: Nearest Cross Street:
 Owner's Name: T Bond Full Address: 31 Ewell St

LICENSEE'S DETAILS

Full Name: Mark Brown Address for Notices: 129 Holden St Asbury Phone No: (07) 416217
 Licence No: L10777 Expiry Date: 15/01/2011 Contractors Authority No: Expiry Date:

WORK OF WATER SUPPLY / METER DETAILS

Size of Drilling/h.o.: Reference No.: Size of Pipework Main to Meter: OR Main Size-Size of Tee to be cut into Main: Size of Valve:
 Size of Meter: Meter No.: Drilling Date/Time: Office Issued From:
 Full Description of Work/Affixed Meter or Return Meter and List the Number of Fittings to be Connected:
 • Carry out work of Water supply
 • Install/Commission/Maintenance of Thermostatic Mixing Valve
 • Draw water from Water Authorities Supply, stand pipe or sell water so drawn
 • Install, alter disconnect or remove a meter connected to service pipe
 • Install, alter disconnect or remove a backflow prevention device

Fittings to be Connected	Number Existing	Number Proposed
W.C.	2	3
Basin	2	3
Bath	1	2
Shower	1	2
Kitchen	1	1
Laundry	1	1
Other		

WORK OF SANITARY PLUMBING/DRAINAGE AND STORMWATER

Give Full Description of Work and List The Number of Fittings to be Connected:
 • Carry out work of sanitary plumbing/drainage
 • Carry out work of Stormwater drainage
 • Connection to Sewer
 • Connection to stormwater system

PLUMBING ONLY - EXTEND EXISTING SERVICES.

Fittings to be Connected	Number Existing	Number Proposed
W.C.	2	3
Basin	2	3
Bath	1	2
Shower	1	2
Kitchen	1	1
Laundry	1	1
Other (Specify)		

SEWERAGE/WATER SERVICE INSPECTION FEE

Date Fee Paid: Amount: Receipt No.: Building Fee: Receipt No.:
 Authorising Officer: Office: Drainage No./Date:

Date of Commencement of Work: 01/11/07
 Estimated Date of Completion: 01/11/08
 Signature of Licensee: M. Bond 01/11/08

In respect of authorised work carried out by me at the abovementioned property I certify that:

- The work has been completed in accordance with the Permit issued, or deemed given by the Local Authority;
- The work has been installed using only authorised pipes, fittings and fixtures;
- The completed work has been tested as required by the Local Authority and has passed such tests;
- In my opinion the work complies with the relevant Local authorities Act, Regulations, By-Laws and Codes of Practice.
- Meter No. that was fixed
- The work was completed on

If any defect is found in the work carried out by me within a period of twelve (12) months or within the time specified by Local Authorities, from the date of completion, and the Local Authorities Inspector for Plumbing and Drainage certifies that in his opinion the defect is due to faulty workmanship or defective materials, then I undertake to rectify such work at my sole expense, if so directed by the Local Authorities Inspector or any time specified by the Local Authority.

This copy is to be forwarded to the Owner/Agent within 2 working days of being completed.

Signature of Licensee: M. Bond 01/11/08



Lane Cove Council

48 Longueville Road, Lane Cove NSW 2068

Tel: 9911 3555

Fax: 9911 3600

Date: 3rd December 2008
Ref: 43821/08

Jenny Ring
58 Carranya Road
Riverview NSW 2066

Dear applicant

58 Carranya Road Riverview- Driveway Compliance

This letter is to certify that a final inspection of the driveway servicing the above mentioned property has been undertaken, and that it complies with Lane Cove Council's specifications for vehicular crossings.

Should you have any further inquiries regarding this matter, please contact me on 9911 3558.

Yours Faithfully,

Nick Tran

Supervisor - Restorations & Contractors

ATT MICHAEL LUDLOW



SURVEYOR'S REPORT

Joseph Ayoub & Partners
28 Wetherill Street,
Croydon N S W 2132.

Our Ref: 08125

4th November, 2008.

We certify that we have surveyed, for identification purposes only, part of the land comprised in Certificate of Title registered Folio Identifier 238/10801 being also Lot 238 of a subdivision as shown in Deposited Plan numbered 10801 having a frontage of 13.715 metres to Carranya Road at Riverview in the Local Government Area of Lane Cove, Parish of Willoughby, County of Cumberland.

The land is further shown edged red in the attached sketch plan and we further report as follows:-

1. The relationship of occupations to deed boundaries is indicated in the sketch plan.
2. Rendered brick additions attached to an existing brick residence on brick and concrete foundations and with a metal roof together with a steel and timber carport with a metal roof all of which stand on the subject land wholly within the boundaries thereof and does not encroach upon any adjoining property or street. The property is known as No. 58 Carranya Road, Riverview.
3. The said additions, in our opinion, comply with Clause 57 of the Local Government (Approvals) Regulation 1993 as regards the distances from the walls to the boundaries and the clearance of the overhangs.
4. The property is affected by a Covenant created by the Registration of Instrument of Transfer No. C558628 and endorsed on the Title.
5. Other than as shown in the sketch plan there are no encroachments by or upon the subject property nor are there any apparent easements or rights of way affecting the same.
6. This survey does not define boundaries and has been undertaken, on instructions, for identification purposes only. Where it is intended to erect any improvements along or near the boundaries of the subject land those boundaries should be marked by separate survey. Boundaries are not to be established from information shown in the sketch plan.

Per.....
A.B. Stephens
Surveyor registered under
the Surveying Act, 2002.

A.B. STEPHENS & ASSOCIATES

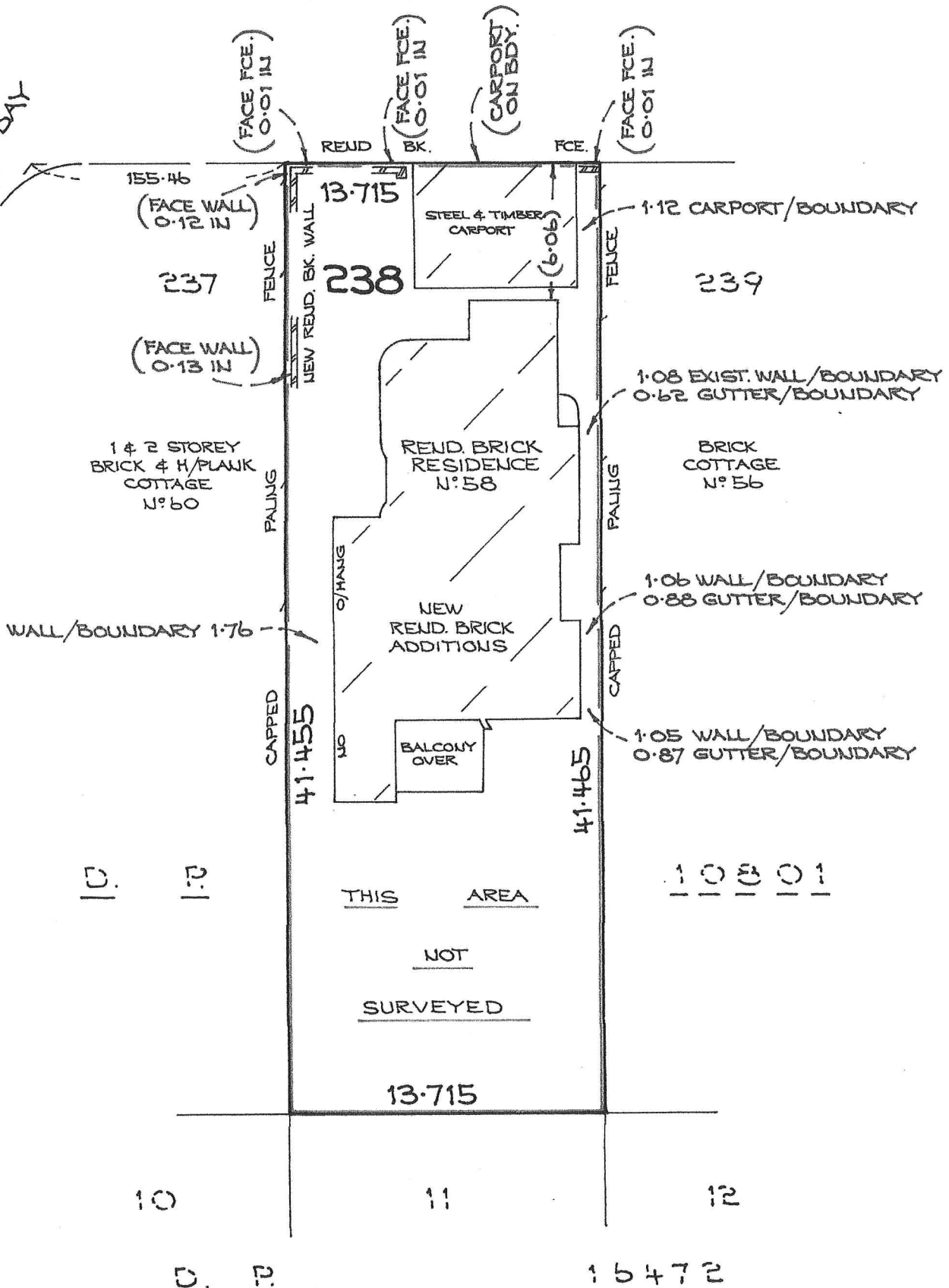
Land, Engineering & Mining Surveyors

**SKETCH
NOT TO SCALE**



CARRANYA ROAD

AMBOURINE BAY
ROAD





└ 007257



MRS JENNIFER RING
58 CARRANYA RD
RIVERVIEW NSW 2066

Our reference: 7158990896895

Phone: 13 28 66

15 May 2025

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records



Hello JENNIFER,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411066617051
Vendor name	JENNIFER RING
Clearance Certificate Period	13 May 2025 to 13 May 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



007258



MR MICHAEL J RING
58 CARRANYA RD
RIVERVIEW NSW 2066

Our reference: 7158990920705

Phone: 13 28 66

15 May 2025

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello MICHAEL,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411066554226
Vendor name	MICHAEL JOHN RING
Clearance Certificate Period	13 May 2025 to 13 May 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



Revenue

Enquiry ID 4340364
Agent ID 81429403
Issue Date 26 May 2025
Correspondence ID 1808957763
Your reference Select Conveyancing

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

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

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

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
D10801/238	58 CARRANYA RD RIVERVIEW 2066	\$2 223 333	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2025 tax year.

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

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

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

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

When is a certificate not clear from land tax?

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

How do I clear a certificate?

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

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

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

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

How do I get an updated certificate?

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

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

Land value, tax rates and thresholds

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

Contact details



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



1300 139 816*



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

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