

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 | Victoria Louise Taylor 25 Dalrymple Avenue, Chatswood, NSW 2067 | |
| 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:1857 |
| date for completion land (address, plan details and title reference) | 11 August 2025 25 Dalrymple Ave, Chatswood 2067 Registered Plan: Lot 10 Plan DP 11659 Folio Identifier: 10/11659 | (clause 15) |
| 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: | |
| 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 checked="" 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 type="checkbox"/> other: |
| exclusions | Wooden cover for pool heat pump, large pot plants at front of property, pool robot, wine racks |
| purchaser | |
| purchaser's solicitor | |
| price deposit balance | _____ (10% of the price, unless otherwise stated) |
| 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 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 checked="" 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 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 25 Dalrymple Ave, Chatswood, from Victoria Louise Taylor to _____ in order that there is no cooling off period in relation to that contract.
3. I do not act for Victoria Louise Taylor and am not employed in the legal practice of a solicitor acting for Victoria Louise Taylor nor am I a member or employee of a firm of which a solicitor acting for Victoria Louise Taylor 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 |
|---|--|

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within 14 days* after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

25 DALRYMPLE AVE CHATSWOOD NSW 2061

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.

ADDITIONAL PROVISIONS

BETWEEN VICTORIA LOUISE TAYLOR (Vendor)
AND (Purchaser)

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

1. Notice to Complete

If either the vendor or the purchaser is entitled to serve a notice to complete on the other party, both agree that the notice may require completion to take place within any period of not less than 14 days from the date on which the notice is served. Both parties agree that this period is sufficient for the purposes of the notice to complete and service of the notice makes time of the essence of this contract. The party that issues the notice shall also be at liberty to withdraw the notice and may serve any further notice. In the event the vendor is entitled to issue the notice, then an additional \$300.00 (plus GST) is payable by the purchaser on completion to compensate the vendor for additional legal costs incurred by the vendor in issuing such notice.

2. Late Completion

In the event that completion of this contract does not take place on or before the completion date and the delay is not the fault of vendor, then the purchaser shall, on completion, pay to the vendor liquidated damages in an amount equal to eight (8%) percent per annum of the balance of the purchase money calculated from the day following the completion date up to and including the actual date of completion. It is agreed that this amount is a genuine pre-estimate of the vendor's loss of interest for the purchase money and liability for rates and outgoings. The vendor shall not be obliged to complete this contract unless the amount payable under this clause is tendered.

3. Entire Agreement, Purchaser Warranty and Representation

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

4. 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. Guarantee for Corporate Purchaser

In consideration of the vendor contracting with the corporate purchaser (the guarantors), as is evidenced by the guarantor/s execution hereof, guarantee the performance by the purchaser of all of the purchaser's obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in

performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

SIGNED by _____)

the guarantor/s in the presence of: _____)

Signature

Signature of Witness

Print Name of Witness

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: TAYLOR
Purchaser:
Property: 25 DALRYMPLE AVE, CHATSWOOD, 2067
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 outgoing 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: 10/11659

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|---------|------------|-----------|
| ----- | ---- | ----- | ---- |
| 21/5/2025 | 7:48 PM | 10 | 15/8/2023 |

LAND

LOT 10 IN DEPOSITED PLAN 11659
LOCAL GOVERNMENT AREA WILLOUGHBY
PARISH OF WILLOUGHBY COUNTY OF CUMBERLAND
TITLE DIAGRAM DP11659

FIRST SCHEDULE

VICTORIA LOUISE TAYLOR (T AN262673)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A571668 COVENANT
- 3 D818585 RIGHT OF FOOTWAY APPURTENANT TO THE LAND ABOVE
DESCRIBED AFFECTING THE LAND SHOWN SO BURDENED IN VOL
6309 FOL 164
- 4 AT354938 MORTGAGE TO MACQUARIE BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Municipality of Willoughby
 Shire of
 A. 901829 25-1-23

PLAN

of Subdivision of land in Cert^s of Title Vol. 1615 fol: 74 and Vol. 3060 fol: 180

PARISH OF WILLOUGHBY COUNTY OF CUMBERLAND

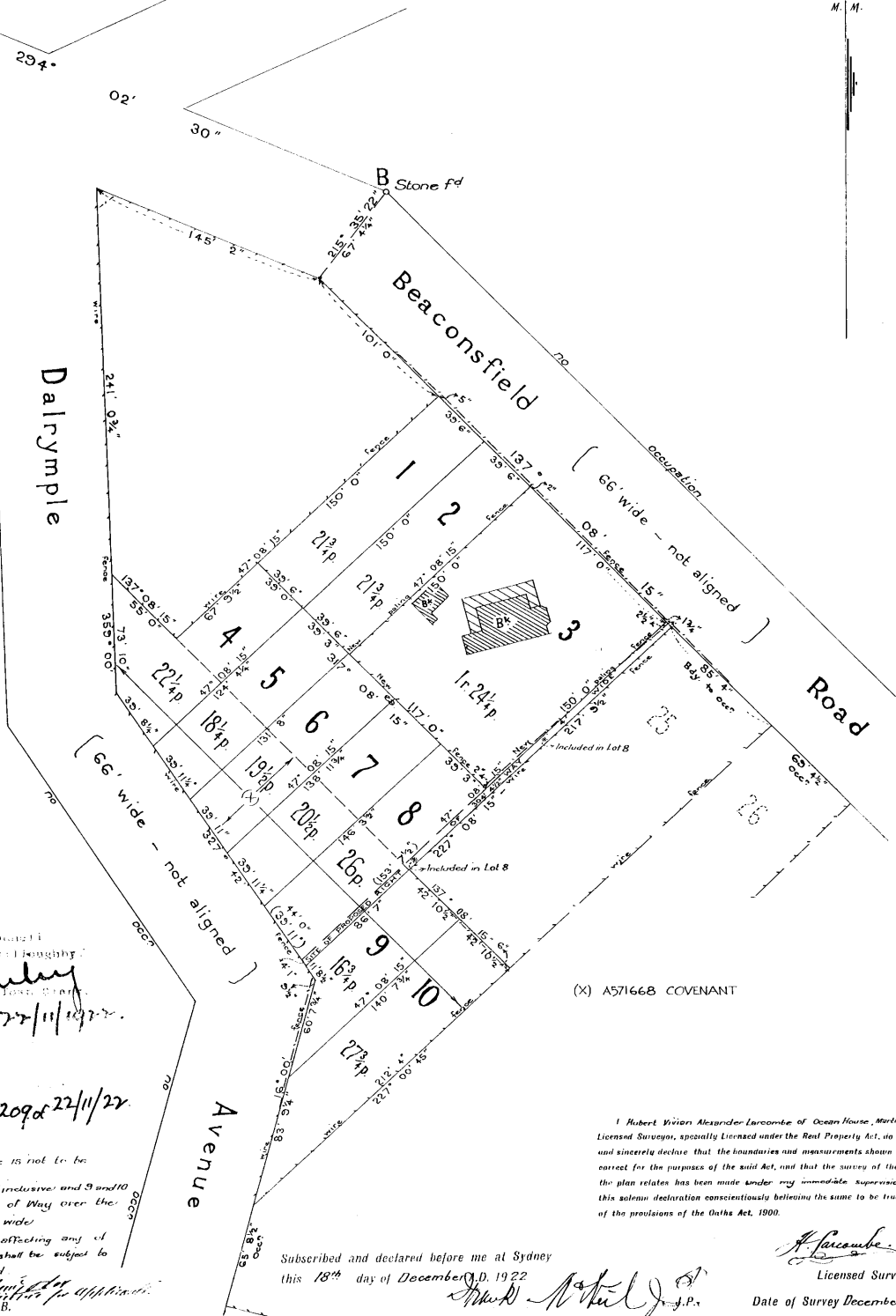
Scale 50 feet to an inch

A Stone fd

M.M.

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

| DP 11659 | | |
|-------------|----------|--------|
| FELL INCHES | METRES | |
| - | 1 3/4 | 0.045 |
| - | 2 | 0.05 |
| - | 2 1/2 | 0.065 |
| - | 3 | 0.125 |
| - | 6 | 0.15 |
| - | 9 1/2 | 0.24 |
| 4 | 1 | 1.245 |
| 4 | 3/4 | 1.39 |
| 6 | - | 1.65 |
| 11 8 | 5/8 | 3.565 |
| 11 8 | 1/2 | 3.57 |
| 39 | - | 11.885 |
| 39 | 3 | 11.955 |
| 39 | 6 | 12.04 |
| 39 | 8 1/4 | 12.095 |
| 39 | 11 | 12.165 |
| 39 | 11 1/4 | 12.175 |
| 42 | 10 1/2 | 13.07 |
| 44 | - | 13.41 |
| 55 | - | 16.765 |
| 60 | 7 3/4 | 18.485 |
| 65 | 8 1/2 | 20.05 |
| 66 | - | 20.115 |
| 67 | 4 1/4 | 20.53 |
| 67 | 9 1/2 | 20.665 |
| 69 | 4 1/2 | 21.145 |
| 75 | 10 | 22.905 |
| 85 | 9 1/4 | 25.535 |
| 85 | 4 | 26.01 |
| 86 | 7 | 26.39 |
| 101 | - | 30.785 |
| 117 | - | 35.66 |
| 124 | 4 1/4 | 37.905 |
| 151 | 8 | 40.13 |
| 158 | 11 5/8 | 42.36 |
| 140 | 7 3/4 | 42.87 |
| 145 | 2 | 44.245 |
| 146 | 5 1/2 | 44.59 |
| 150 | - | 45.72 |
| 159 | 7 1/2 | 46.825 |
| 212 | 4 | 64.72 |
| 217 | 9 1/2 | 66.38 |
| 241 | 0 5/4 | 73.48 |
| 304 | 4 1/2 | 92.77 |
| AC RD P | SQ M | |
| - | 1.97 | 49.8 |
| - | 16 3/4 | 423.7 |
| - | 18 1/4 | 461.6 |
| - | 19 1/2 | 495.2 |
| - | 20 1/2 | 518.5 |
| - | 21 3/4 | 550.1 |
| - | 22 1/4 | 562.8 |
| - | 26 | 657.6 |
| - | 27 3/4 | 701.9 |
| - | 1 24 1/4 | 1625 |



Approved by the Council
 of the Municipality of Willoughby
 on 22/11/22.
 M. Bailey
 Mayor

NOTE -
 The Right of Way four feet wide is not to be
 dedicated to the Public
 The Purchasers of Lot 4 to 7 inclusive and 9 and 10
 are to be granted a Right of Way over the
 Right of Way four feet wide
 There are no restrictions affecting any of
 the Lots except that Lot 8 shall be subject to
 the Right of Way aforesaid
 H. Farcombe
 Licensed Surveyor
 Datum line of Azimuth A-B.

(X) A571668 COVENANT

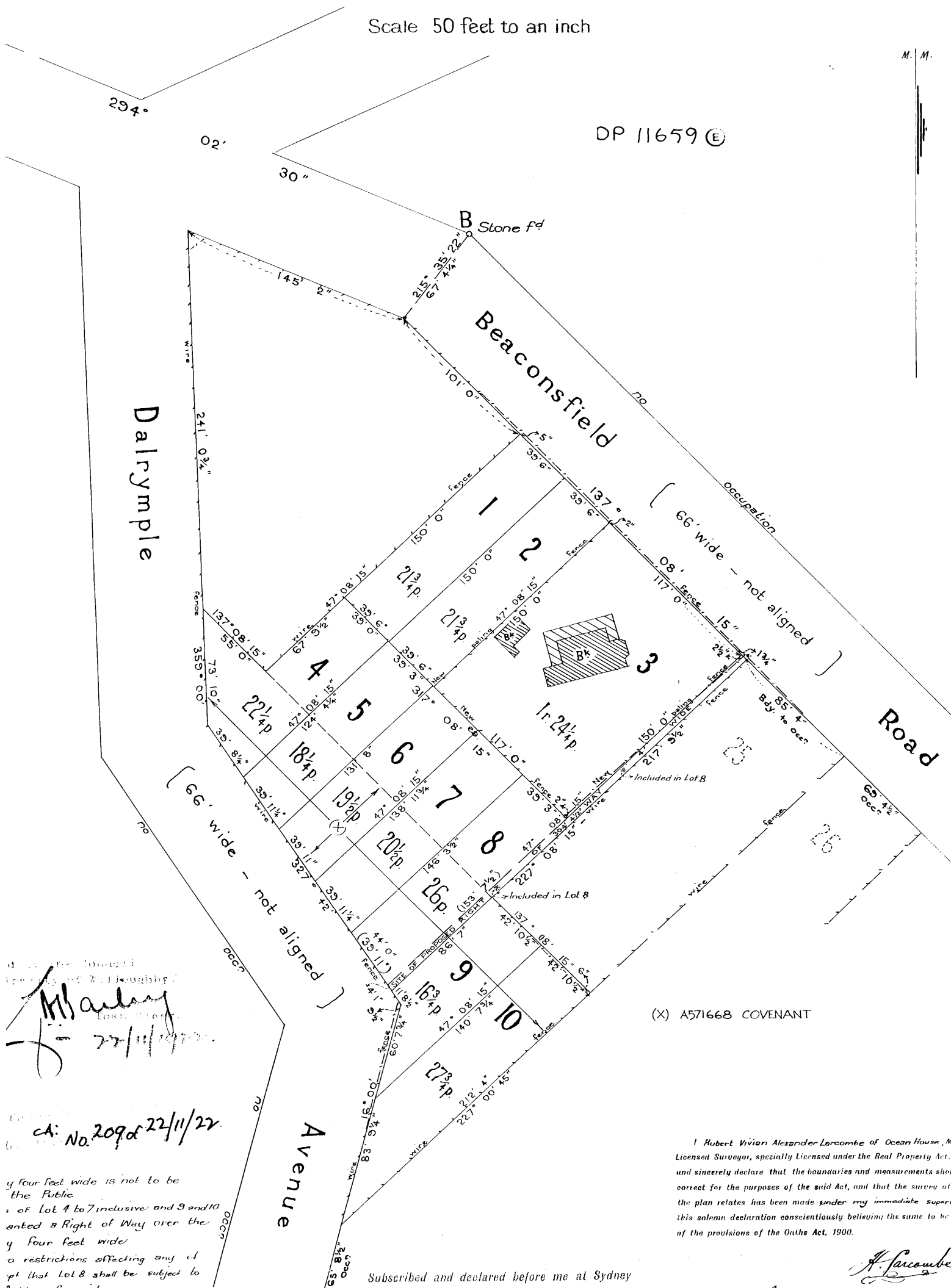
I Robert Wilson Alexander-Lacombe of Ocean House, Martin Place, Sydney
 Licensed Surveyor, specially Licensed under the Real Property Act, do hereby solemnly
 and sincerely declare that the boundaries and measurements shown in this plan are
 correct for the purposes of the said Act, and that the survey 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.

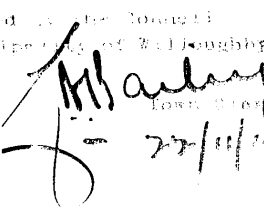
Subscribed and declared before me at Sydney
 this 18th day of December, 1922
 H. Farcombe
 Licensed Surveyor.
 Date of Survey December 1922

Scale 50 feet to an inch

M. M.

DP 11659 (E)




 M. Bailey
 22/11/22

CA: NO. 209 of 22/11/22

y four feet wide is not to be
 the Public
 of Lot 4 to 7 inclusive and 9 and 10
 anted a Right of Way over the
 y four feet wide
 o restrictions affecting any of
 pt that Lot 8 shall be subject to
 Way aforesaid.

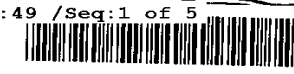
(X) A571668 COVENANT

I Hubert Vivian Alexander Lacombe of Ocean House, Manly,
 Licensed Surveyor, specially Licensed under the Real Property Act, do
 and sincerely declare that the boundaries and measurements shown
 correct for the purposes of the said Act, and that the survey of the
 the plan relates has been made under my immediate supervision
 this solemn declaration conscientiously believing the same to be true
 of the provisions of the Oaths Act, 1900.


 H. Lacombe
 Licensed Surveyor

Subscribed and declared before me at Sydney

25 MAY 2025



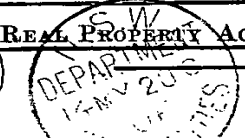
A571668W

Endorsement
Certificate

MEMORANDUM OF TRANSFER

BY MORTGAGEE UNDER POWER OF SALE

(REAL PROPERTY ACT, 1900.)



FEE SIMPLE

A571668 15.5.21

- a Name, residence, occupation, or other designation of the mortgagor
- ab Name of Registered Proprietor
- b If a less estate, strike out "in fee simple" and interline the required alteration.
- c All subsisting encumbrances must be noted hereon. (See page 2).
- d If the consideration be not pecuniary, alter accordingly.
- e Name, residence, occupation, or other designation of the transferee hereon.

THE LONDON BANK OF AUSTRALIA LIMITED

being the Mortgagee under Memorandum of Mortgage No. 141422

dated 7th July 1886 June 1888 19, from RICHARD HAYES HARNETT Senior then

the registered proprietor of an Estate in fee simple in the land hereinafter described, subject,

however, to such encumbrances, liens, and interests, as are notified by memorandum under-

written or endorsed hereon,—in consideration of NINETY FIVE POUNDS (£ 95. 0. 0)

paid to me by MARCUS HOSKINS of Woollahra Engineer

the receipt whereof I hereby acknowledged
And with the consent of Richard Hayes Harnett the Younger the present registered proprietor testified by his execution hereof

at the request of Marcus Hoskins and I do hereby, in exercise of my power of sale as such Mortgagee, transfer to the said MARCUS HOSKINS AND SARAH JANE HOSKINS his wife as joint tenants

ALL the Estate and Interest of the said RICHARD HAYES HARNETT Senior and the present

as such registered proprietor, in ALL THAT piece of land containing two rods nineteen and one half perches

situate in the Municipality of Willoughby Parish of Willoughby and county of Cumberland

being part of the land comprised in Certificate of Title

dated 30th September 1899 registered Volume 1296 Folio 60 and

being Lot 24 on the Plan deposited in the Lands Titles Office and also in the pieces of land as follows:—numbered 6226

And the Transferees and each of them for himself and herself his and her respective heirs Executors administrators and assigns HEREBY covenant with the Transferor its executors and assigns that any house building or erection be built or erected on the said lot or part of the said lot shall be of stone or brick or other material to be approved of by the Transferor and that no main roof of any such buildings shall be of iron and that same shall be of the value of two hundred and fifty pounds at the least

The London Bank of Australia Limited

[Rule up all blanks before signing.]

The form when filled in should be ruled up so that no additions are possible.

* No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted

PAPER SEE REQUISITION

Poned
21/11/2024

A very short note of the particulars will suffice.

MEMORANDUM OF ENCUMBRANCES, &c., REFERRED TO:

N I I

[Rule up all blanks before signing.]

m If this instrument 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, no further authentication is required. Otherwise the ATTESTING WITNESS must appear before one of the above functionaries to make a declaration in the annexed form.

This applies to instruments signed within the State.

If the parties be resident without the State, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place.

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

n Repeat attestation for additional parties if required.

IN WITNESS whereof I have hereunto subscribed my name at _____
the _____ day of _____ in the year
of our Lord one thousand nine hundred and _____

Signed in my presence by the said

WHO IS PERSONALLY KNOWN TO ME.

Transferor.*

Signed
IN WITNESS whereof OLIVER MORRICE WILLIAMS the duly constituted Attorney of the London Bank of Australia Limited have hereunto subscribed my name at Sydney the *fourth* day of *May* in the year of Our Lord one thousand nine hundred and twenty.

Executed by the London Bank of Australia Limited by being signed sealed and delivered by its Attorney Oliver Morrice Williams who is personally known to me.

The London Bank of Australia Limited
by its Attorney

Oliver Morrice Williams
J. P. New South Wales.

SIGNED in my presence by the said
RICHARD HAYES HARNETT the Younger
who is personally known to me and
I hereby certify that his consent
to this transfer is given by my
advice

Richard Hayes Harnett

Richard Hayes Harnett
Sydney

* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the usual declaration that no notice of revocation has been received.

Barcus Stokes
A571668

STATUTORY DECLARATION

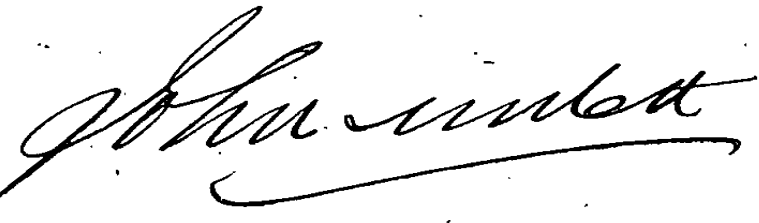
I JOHN MILLETT of Sydney in the State of New South Wales Bank Manager do hereby solemnly and sincerely declare that:-

1. I am the Manager of the Head Office at Sydney aforesaid of the London Bank of Australia Limited the transferee from the London Chartered Bank of Australia of Memorandum of Mortgage dated seventh day of June One thousand eight hundred and eighty eight registered number 141422 and given by Richard Hayes Harnett to the said The London Chartered Bank of Australia.

2. Default had been made by the Mortgagor under the said Memorandum of Mortgage in the payment of principal interest and other money secured by the said Memorandum of Mortgage and such default still continues.

A N D I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

SUBSCRIBED AND DECLARED at Sydney
aforesaid this *fourth* day of
May One thousand nine
hundred and twenty



Before me
Hutherland

the Transferee hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferee, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

*Accepted, and ~~whereby~~ hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Marcus Hoskins
Sarah J. Hoskins
Transferrees

Signed in my presence by the said
MARCUS HOSKINS AND SARAH
JANE HOSKINS

WHO IS PERSONALLY KNOWN TO ME

Thomas McDonald

*Overseas
137 Jersey Rd
Woolwich*

(*The above may be signed by the Solicitor or Conveyancer when the signature of Transferee cannot be procured. See note "P" in margin.)

N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also to damages recoverable by parties injured.

Note.—A Declaration of Default (by Mortgagee) up to date of Transfer must be furnished.

*2 declms
dla*

- r May be made before either Registrar - General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits.
- s Not required if the instrument itself be made or acknowledged before one of these parties.
- s Name of witness and residence.
- t Name of Transferror.
- u Name of Transferror.
- v Registrar-General, Deputy, Notary Public, J.P., or Commissioner for Affidavits.

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me at _____, the _____ day of _____, one thousand nine hundred _____

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 his own handwriting, and that he was of sound mind, and freely and voluntarily signed the same.

Lot 24 P.P 6226

Same above

(Subject to covenant)

(Name) DOWLING TAYLER & MACDONALD

(Address) 113 Pitt Street, SYDNEY.

Transferor.

Marcus Hoskins
and
Sarah Jane Hoskins
(As joint Tenants)

---> Transferree.S

A 571668

Particulars entered in the Register Book,

Volume 1296 Folio 60

the 27th day of May, 1920
at _____ minutes 10 o'clock
in the fore noon.

J. P. Richards
REGISTRAR GENERAL
12311 AVI 86

| | DATE. | INITIALS. |
|-----------------------------|---------|-----------|
| SENT TO SURVEY BRANCH | 28/5/20 | AD |
| RECEIVED FROM RECORDS | 20/5/20 | AD |
| DRAFT WRITTEN | 1/5/20 | AD |
| DRAFT EXAMINED | | AD |
| DIAGRAM COMPLETE | 31/5/20 | AD |
| DIAGRAM EXAMINED | 1-6 | AD |
| DRAFT FORWARDED | | |
| RETD TO RECORDS (REGISTRAR) | | |
| RETURNED FROM RECORDS | | |
| CERTIFICATE ENROSSED | | |
| SUPT. OF ENROSSERS | 4/6/20 | AD |
| DEP REGISTRAR GENERAL | | |

VOL. 3060 FOL. 180

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION -

No transfer can be registered until the fees are paid.
If a part only of the land be transferred, and it is desired to have a Certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but, to save this expense, if it be intended to make several Transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subsisting residue.
Tenants in common must receive separate Certificates. 20s. will be required for each additional Certificate.
The fees on transfer are 10s., and 20s. for every new Certificate, whether issued to a Transferree or required for the residue. By the Amendment Act of 1873, the purchaser is not compelled to take out a new Certificate of Title if the whole of the land is transferred, and he may have the original title returned to him, with a Memorial of his transfer endorsed thereon, at a cost of 10s. only.
The Transfer is complete from the moment it is recorded.
Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.
N.B.—ALL LANDS GRANTED FROM THE CROWN SINCE 1ST JANUARY, 1863, ARE, *ipso facto*, UNDER THE PROVISIONS OF THE REAL PROPERTY ACT AND MUST BE DEALT WITH IN THE FORMS PRESCRIBED BY THAT ACT.



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



FEE:- £ s d
Lodgment ... 1/15
Endorsement ...
Certificate ...
1/15
1/4-48

D818585 B 22 3 48 T

(Trusts must not be disclosed in the transfer.)

I, ROBERT WOOD of Lane Cove Builder

(herein called transferor)

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

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 sixty five pounds**

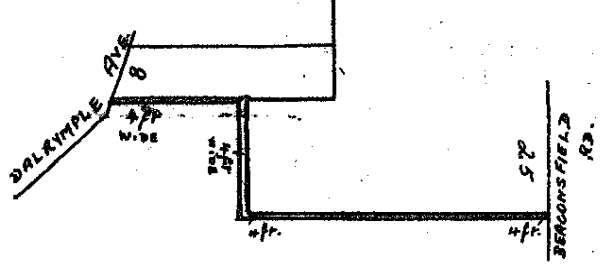
£ 165.0.0 (the receipt whereof is hereby acknowledged) paid to me by **HENRY HUGH GIRVAN** of Chatswood Builder

(herein called transferee)

do hereby transfer to the said transferee^a ALL such my Estate and Interest in ALL THE land mentioned in the schedule following :—

| County. | Parish. | Reference to Title (c) | | | Description of Land (if part only). (d) |
|------------|------------|------------------------|------|------|--|
| | | Whole or Part. | Vol. | Fol. | |
| Cumberland | Willoughby | part | 5718 | 176 | Being part of lot 8 in D.P. No. 11659 and part of lot 25 in D.P. 6228 and being the whole of such lots included in the said Certificate of Title |

Reserving unto the transferor as appurtenant to the land contained in lots 4-7 inclusive and lots 9 and 10 in D.P. No. 11659 full and free right of footway over that piece of land 4 feet wide edged red in the plan hereon.



ENCUMBRANCES, &c., REFERRED TO.

Covenant contained in Transfer No. A 60517.
Covenant contained in Transfer No. A 571668.

Signed at Sydney the 8th day of March 1948.

'Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

Signed [Signature]
Solicitor [Signature]

Robert Wood
Transferor *

g. 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 should appear before one of the above functionaries to make a declaration in the form overleaf. As to instruments executed elsewhere, see back of form.

h. Repeat attestation if necessary.

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Signed [Signature]
[Signature]

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

Henry Hugh Girvan
Transferee.

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

† N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Unless the instrument contains some special covenant by the transferee, the solicitor may sign in cases where it is established that the transferee's signature cannot be obtained without difficulty. The Solicitor must sign his own name and not that of his firm.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

THIS SPACE TO BE LEFT FREE FROM NOTATION.

NOT TO BE ALTERED BY ERASURE—See Foot Note.

LODGED BY SOLICITORS,
 SOMERSET HOUSE,
 9 MARTIN PLACE, SYDNEY.

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.

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

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

Signed at the day of 19
 Signed in the presence of—

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

FORM OF DECLARATION BY ATTESTING WITNESS!

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

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

MEMORANDUM OF TRANSFER of

DOCUMENTS LODGED HEREWITH.

Acres _____ roads _____ berches _____
 Part of lot 25 DP 62269 part of lot 8 DP 11659
 Beaconsfield Rd & Dalrymple Ave.
 Shire Walloughby
 Municipality _____
 Parish _____ County _____
 (Resg. Right of Footway)
 Henry Hugh Givan Transferee.

| Name | No. | Reg's Propn. N.P. Reg. etc. |
|----------|-----|-----------------------------|
| copy map | | |

Particulars entered in Register Book, Vol. 5718 Fol. 176

the 28th day of June 1978.
 at _____ minutes 12 o'clock in the

J. H. Wells
 Registrar-General

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

PROGRESS RECORD

| | Initials | Date |
|--------------------------|----------|---------|
| Sent to Survey Branch... | | |
| Received from Records... | | |
| Draft written ... | Mcb | 14/7 |
| Draft examined... | HSA | 19.7 |
| Diagram prepared ... | add | 31.7.78 |
| Diagram examined | add | 1.9.78 |
| Draft forwarded | | |
| Supt. of Engrossers | | |
| Cancellation Clerk | | |
| Vol. 5874 | Fol. 214 | |
| Diagram Fees ... | | |
| Additional Folios | | |

If the parties be resident within the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

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

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

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

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

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



PLANNING & INFRASTRUCTURE

Planning Unit

20 May 2025

PC-2025/1196

Planning Certificate

Under Section 10.7 (2) & (5) Environmental Planning and Assessment Act 1979

Certification No.: PC-2025/1196

Certificate Date: 20 May 2025

| Applicant |
|--|
| Select Conveyancing Suite 7 43-45 Burns Bay Road LANE COVE NSW 2066 |

| Subject property address (if applicable) | Legal description |
|---|--------------------------|
| 25 Dalrymple Avenue CHATSWOOD NSW 2067 | Lot 10 DP 11659 |

Section 10.7(2) Information

In accordance with the requirements of section 10.7(2) of the Environmental Planning and Assessment Act (1979) ("the Act"), the following prescribed matters relate to the land at the date of this certificate.

Item 1 - Names of relevant planning instruments and DCPs

1. The following environmental planning instruments apply to the carrying out of development on the land:

Willoughby Local Environmental Plan 2012
State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Resource and Energy) 2021
State Environmental Planning Policy (Sustainable Buildings) 2022
State Environmental Planning Policy (Transport and Infrastructure) 2021

The following development control plan apply to the carrying out of development on the land:

Willoughby Development Control Plan 2023

2. The following proposed environmental planning instruments and development control plans apply to the carrying out of development on the land and are or have been the subject of community consultation or on public exhibition under the Environmental Planning and Assessment Act 1979

Planning Proposal PP-2024-1862 – Draft housekeeping amendments to the Willoughby Local Environmental Plan 2012 applies to all properties in the local government area.

No draft zoning applies to the land.

Draft Housekeeping amendments to the Willoughby Development Control Plan applies to all properties in the local government area.

Planning Certificate

Property Address: 25 Dalrymple Avenue CHATSWOOD NSW
2067

Certification No PC-2025/1196

Certificate Date 20 May 2025

In this item - proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

Item 2 - Zoning and land use under relevant planning instruments

| | |
|---|--|
| <p>(a) Zoning details in the environmental planning instruments identified in ITEM 1(1)</p> | <p>Willoughby Local Environmental Plan 2012:</p> <p>R2 Low Density Residential</p> <p>State Environmental Planning Policy (Biodiversity and Conservation) 2021:</p> <p>Nil</p> |
| <p>(b) the purposes for which development in the zone;</p> <p>i. may be carried out without development consent, and</p> <p>ii. may not be carried out except with development consent, and</p> <p>iii. is prohibited</p> | <p>Zone R2 Low Density Residential</p> <p>1 Objectives of zone</p> <ul style="list-style-type: none"> • 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 accommodate development that is compatible with the scale and character of the surrounding residential development. • To retain and enhance residential amenity, including views, solar access, aural and visual privacy, and landscape quality. • To retain the heritage values of particular localities and places and to ensure heritage items and conservation areas are not damaged, demolished or otherwise adversely impacted by new development. • To encourage self sufficiency with respect to energy and food supply. <p>2 Permitted without consent</p> <p>Home occupations</p> <p>3 Permitted with consent</p> <p>Bed and breakfast accommodation; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Group homes; Home-based child care; Home businesses; Home industries; Oyster aquaculture; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Tank-based</p> |

| | |
|--|---|
| | <p>aquaculture</p> <p>4 Prohibited</p> <p>Any development not specified in item 2 or 3</p> |
| (c) Additional permitted uses | No additional permitted uses apply to the land. |
| (d) Are there development standards applying to the land, which fix minimum land dimensions for the erection of a dwelling house on the land? | The minimum lot size required to erect a dwelling house on this lot is 650m ² in accordance with the Willoughby Local Environmental Plan 2012. |
| (e) Is the land within an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016? | The land is not within an area of outstanding biodiversity value (Biodiversity Conservation Act 2016). |
| (f) Is the land within a heritage conservation area? | The land is not within a heritage conservation area. |
| (g) Is there a heritage item situated on the land? | There are no heritage items situated on the land. |

Draft Zoning Details

| | |
|--|--|
| (a) Zoning details in the environmental planning instruments identified in ITEM 1(2) | No draft zoning applies to the land. |
| (b) the purposes for which development in the zone; <ol style="list-style-type: none"> i. may be carried out without development consent, and ii. may not be carried out except with development consent, and is prohibited | No draft zoning applies to the land. |
| (c) Additional permitted uses | No fixed minimum land dimensions apply to the land under a draft environmental planning instrument. |
| (d) Are there development standards applying to the land, which fix minimum land dimensions for the erection of a dwelling house on the land? | The land is not within an area of outstanding biodiversity value (Biodiversity Conservation Act 2016) under a draft environmental planning instrument. |

| | |
|---|--|
| (e) Is the land within an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016? | N/A |
| (f) Is the land within a heritage conservation area? | The land is not within a draft heritage conservation area. |
| (g) Is there a heritage item situated on the land? | There are no draft heritage items situated on the land. |

Item 3 - Contributions plans

1. The name of the contributions plan applying to the land is:

Willoughby Local Infrastructure Contributions Plan 2019

2. The name of the draft contributions plan applying to the land is:

No draft contributions plan applies.

Item 4 - Complying Development Exclusions

Is the land, land on which complying development may be carried out under clauses 1.17A(1)(c) to (e),(2),(3) and (4), 1.18 (1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008?

| | |
|---|---|
| Part 3 Housing Code | Complying Development may be carried out under this code subject to meeting all of the requirements of the <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> . |
| Part 3A Rural Housing Code | The Rural Housing Code does not apply to the Willoughby Local Government Area and therefore Complying Development cannot be carried out under this code. |
| Part 3B Low Rise Medium Density Housing Code | Complying Development may be carried out under this code subject to meeting all of the requirements of the <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> . |
| Part 3C Greenfield Housing Code | The Greenfield Housing Code does not apply to the Willoughby Local Government Area and therefore Complying Development cannot be carried out under this code. |
| Part 3D Inland Code | The Inland Code does not apply to the Willoughby Local Government Area and therefore Complying Development cannot be carried out under this code. |

| | |
|--|---|
| Part 4 Housing Alterations Code | Complying Development may be carried out under this code subject to meeting all of the requirements of the <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> . |
| Part 4A General Development Code | Complying Development may be carried out under this code subject to meeting all of the requirements of the <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> . |
| Part 5 Industrial and Business Alterations Code | Complying Development may be carried out under this code subject to meeting all of the requirements of the <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> . |
| Part 5A Industrial and Business Buildings Code | Complying Development may be carried out under this code subject to meeting all of the requirements of the <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> . |
| Part 5B Container Recycling Facilities Code | Complying Development may be carried out under this code subject to meeting all of the requirements of the <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> . |
| Part 6 Subdivisions Code | Complying Development may be carried out under this code subject to meeting all of the requirements of the <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> . |
| Part 7 Demolition Code | Complying Development may be carried out under this code subject to meeting all of the requirements of the <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> . |
| Part 8 Fire Safety Code | Complying Development may be carried out under this code subject to meeting all of the requirements of the <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> . |
| Part 9 Agritourism and Farm Stay Accommodation Code | The Agritourism and Farm Stay Accommodation Code does not apply to the Willoughby Local Government Area and therefore Complying Development cannot be carried out under this code. |

Item 5 – Exempt Development Exclusions

Is the land, land on which exempt development may be carried out under clauses 1.16(1)(b1) to (d) and 1.16A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008?

Exempt Development under the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Item 6 - Affected building notices and building product rectification orders

1. Is any affected building notice in force in respect of the land?

No.

2. Is any building product rectification order in force in respect of the land that has not been fully complied with?

No.

3. Has a notice of intention to make a building product rectification order been given in respect of that land that is outstanding?

No.

In this item:

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*.

Item 7 - Land reserved for acquisition

Does an environmental planning instrument, or proposed environmental planning instrument referred to in item 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.

Item 8 - Road widening and road realignment

Is the land affected by any road widening and road realignment under:

a) Division 2 of Part 3 of the Roads Act 1993

No.

b) Any environmental planning instrument

No.

c) Any resolution of the Council?

No.

Item 9 - Flood related development controls information

1. Is development on the land or part of the land located within a flood planning area and subject to flood related development controls.

No.

2. Is the land or part of the land between the flood planning area and the probable maximum flood (PMF) and subject to flood-related development controls.

No.

In this item:

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

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

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

Item 10 – Council and other public authority policies on hazard risk restrictions

(a) Whether or not the land is affected by a policy adopted by the Council that restricts the development of the land because of the likelihood of:

| | |
|--------------------------------|---|
| (i) land slip | No |
| (ii) bushfire | No |
| (iii) tidal inundation | No |
| (iv) subsidence | No |
| (v) acid sulphate soils | No, see below |
| (vi) land contamination | Willoughby City Council – Contaminated Land Policy (2020) |
| (vii) aircraft noise | No |
| (viii) salinity | No |
| (ix) coastal hazards | No |

| | |
|---------------------------|----|
| (x) sea level rise | No |
| (xi) Other Risk | No |

Acid Sulphate Soils: Council has not adopted a policy on Acid Sulphate Soils, however Acid Sulphate Soils have been mapped (refer to *Willoughby Local Environmental Plan 2012* Acid Sulphate Soils Maps). Clause 6.1 of the LEP must be addressed if development is proposed where there are Acid Sulphate Soils.

(b) Whether or not the land is affected by a policy adopted 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) that restricts the development of the land because of the likelihood of:

| | |
|--------------------------------|----|
| (i) land slip | No |
| (ii) bushfire | No |
| (iii) tidal inundation | No |
| (iv) subsidence | No |
| (v) acid sulphate soils | No |
| (vi) land contamination | No |
| (vii) aircraft noise | No |
| (viii) salinity | No |
| (ix) coastal hazards | No |
| (x) sea level rise | No |
| (xi) Other Risk | No |

Item 11 – Bush fire prone land

The land has been identified as bush fire prone as designated by the Commissioner of the NSW Rural Fire Service under section 10.3 of the EP&A Act.

Item 12 – Loose-fill asbestos insulation

Has Council been notified that the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division?

No. Contact NSW Fair Trading for more information.

Item 13 - Mine subsidence

Is the land proclaimed to be in a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017?

No.

Item 14 - Paper subdivision information

Has a development plan been adopted that applies to the land or that is proposed to be subject to a consent ballot?

No.

Item 15 - Property vegetation plans

Has Council been notified (by the person or body that approved the plan) of the existence of a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applying to the land?

No.

Item 16 – Biodiversity stewardship sites

Has Council been notified by the Biodiversity Conservation Trust that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016?

No.

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.

Item 17 - Biodiversity certified land

Is the land biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016?

No.

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.

Item 18 - Orders under Trees (Disputes Between Neighbours) Act 2006

Has Council been notified that 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?

N/A

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

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

No.

Item 20 - Western Sydney Aerotropolis

State Environmental Planning Policy (Precincts—Western Parkland City) 2021, Chapter 4 does not apply to the land.

Item 21 - Development consent conditions for seniors housing

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

Conditions from a development consent (granted after 11 October 2007) are registered on title if they are of a kind set out in clause 88(2) of the *State Environmental Planning Policy (Housing) 2021*.

Item 22 - Site compatibility certificates and development consent conditions for affordable rental housing

1. Is Council aware of a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate in relation to proposed development on the land?

No.

2. If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, are there any conditions from a development consent in relation to the land that are of the kind set out in clause 21(1) or 40(1) of the Policy.

Planning Certificate

Property Address: 25 Dalrymple Avenue CHATSWOOD NSW
2067

Certification No PC-2025/1196

Certificate Date 20 May 2025

Conditions from a development consent are registered on title if they are of a kind set out in clause 22(1) or 40 (1) of the *State Environmental Planning Policy (Housing) 2021*.

3. Have any terms of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 been imposed as a condition of development consent in relation to the land?

Conditions from a development consent (granted after 11 October 2007) are registered on title if they are of a kind set out in clause 88(2) of the *State Environmental Planning Policy (Housing) 2021*.

In this Item:

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

Item 23 - Water or sewerage services

Are water or sewerage services provided or to be provided to the land under the Water Industry Competition Act 2006?

No.

Matters arising under Section 59(2) of the Contaminated Land Management Act 1997(CLM Act).

At the date of this certificate, is the land (or part of the land) to which this certificate relates to:

(a) Significantly contaminated land within the meaning of the CLM Act?

No.

(b) Subject to a management order within the meaning of the CLM Act?

No.

(c) Subject to an approved voluntary management proposal within the meaning of the CLM Act?

No.

(d) Subject to an ongoing maintenance order within the meaning of the CLM Act?

Planning Certificate

Property Address: 25 Dalrymple Avenue CHATSWOOD NSW
2067

Certification No PC-2025/1196

Certificate Date 20 May 2025

No.

(e) Subject of a site audit statement and a copy of such a statement has been provided to the Council?

No.

Note: This information was sourced from the record under section 58 of the *Contaminated Land Management Act 1997*. If the land does not appear on the record, it may still be affected by contamination. For example: Contamination may be present, but the site has not been regulated by the EPA under the *Contaminated Land Management Act 1997*.

The EPA may be regulating contamination at the site through a license or notice under the Protection of the *Environment Operations Act 1997*.

Contamination at the site may be managed under the *State Environmental Planning Policy No 55-Remediation of Land*.

Section 10.7(5) Information

In accordance with section 10.7(5) of the Act the following advice is given on other relevant matters affecting the land.

1. Acid Sulfate

No, the land is not affected by Acid Sulfate Soils.

2. Other Advice

No

Planning Certificate**Property Address:** 25 Dalrymple Avenue CHATSWOOD NSW 2067**Certification No** PC-2025/1196**Certificate Date** 20 May 2025

Disclaimer

The information provided in this certificate has been obtained from Council's records. The Council advises that:

1. The absence of any reference to a matter affecting the land shall not imply that the land is not affected by that matter.
2. Information provided under section 10.7(2) is in accordance with the matters prescribed under schedule 2 of the *Environmental Planning and Assessment Regulation 2021* and is provided only to the extent that the Council has been notified by NSW Public Works or the Department of Planning.
3. When advice in accordance with section 10.7(5) is requested, the Council is under no obligation to furnish any advice. If advice is provided Council draws your attention to section 10.7(6) and schedule 6 of the *Environmental Planning and Assessment Act 1979* which have the effect that Council shall not incur any liability in respect of advice provided in good faith pursuant to section 10.7(5), including the furnishing of advice in respect of contaminated land.
4. Other authorities may hold information in respect of the property not contained in Council's records.
5. The instrument(s) referred to in this certificate may contain further information in respect to the property. In order to understand the effects of the instrument(s) on the property, the Council advises that the whole of each instrument(s) should be read and considered. This certificate cannot be used as a substitute for reading the whole of the instrument(s) referred to in this certificate.
6. It may be appropriate to obtain legal or other expert advice in respect to matters contained in this certificate or the instruments referred to in this certificate.
7. The Council is not liable in respect of any error, inaccuracy, or omission in this certificate.

Any enquiries regarding State and Regional Environmental Planning Policies should be directed to the Department of Planning at <http://www.planning.nsw.gov.au/contact-us>

Please contact Council's Strategic Planning section for enquiries about this Planning Certificate.

Hugh Phemister

GENERAL MANAGER

Sewer Service Diagram

Application Number: 8004321536

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD H.S. 73d
DIAGRAM OF SANITARY DRAINAGE PLESHAKOV
 Municipality of WILLOUGHBY SEWER AVAILABLE Diagram No. 339275.

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

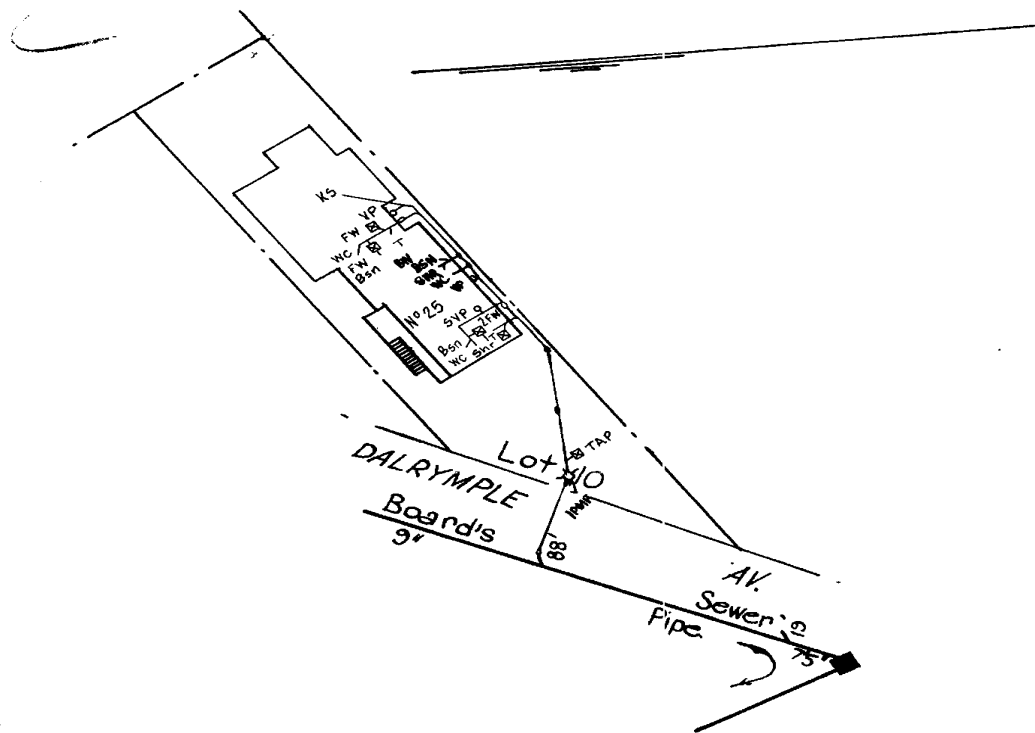
Existing drainage shown by black lines. Scale: 40 Feet to an Inch. New drainage shown by full blue lines.

This diagram is the property of the Proprietor and is to be returned to him on completion of the work. Certificates for drainage and sanitary plumbing may be obtained on application at the office of the Board by the Drainer or Plumber concerned.

~~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 3425.

.....¹⁹.....
 for Engineer-in-Chief

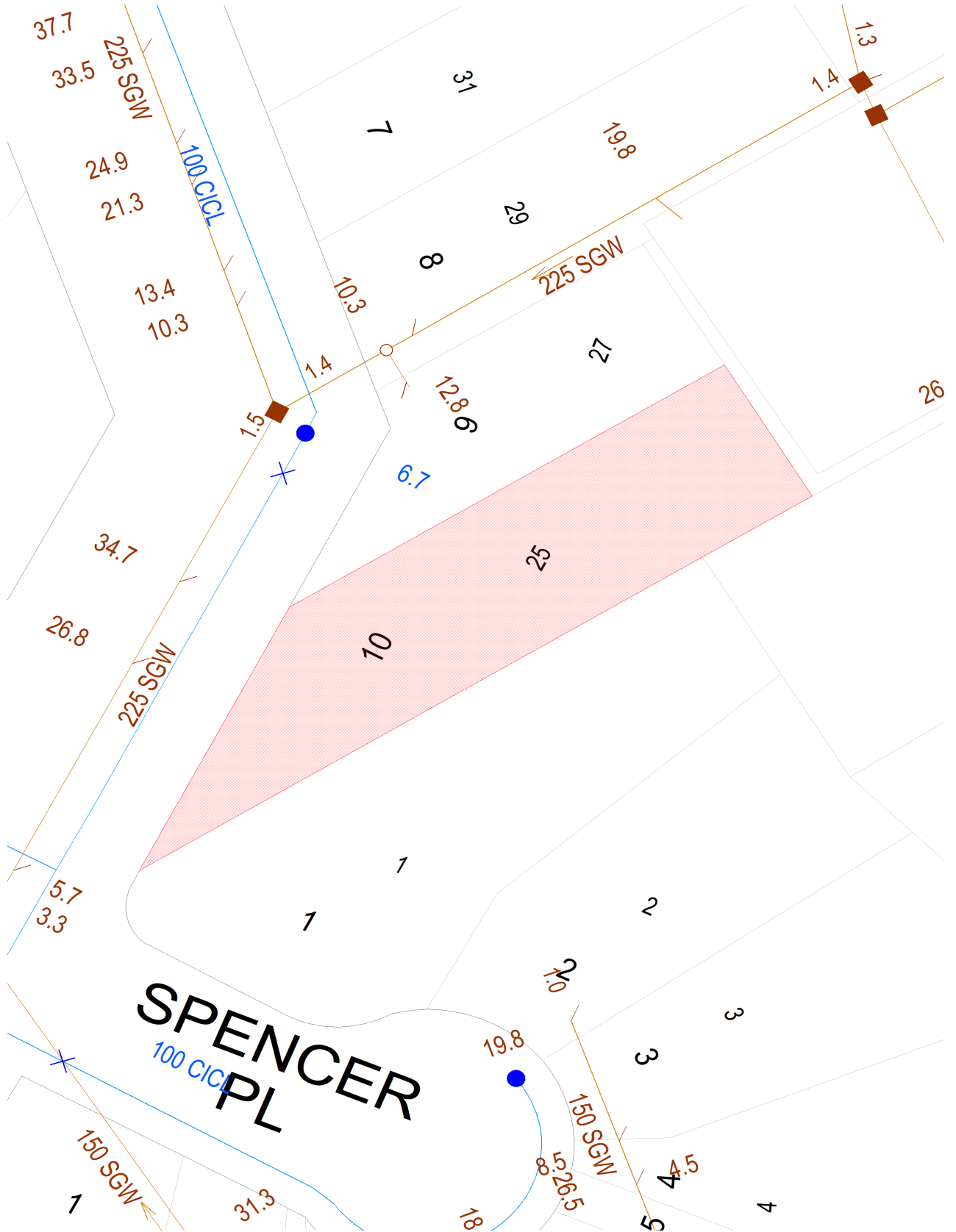
| | | OFFICE USE ONLY | | 179 151 | |
|----------|-----------------|-----------------|----------------------------------|---------------------------------|--------|
| WC | Designed by | Date | Inspector | First Visit | Passed |
| B.W. | Inspector | .. / .. / .. | | | |
| Shr. | | | | | |
| Bsn. | Examined by | .. / .. / .. | Date | Inspector | |
| K.S. | | | Outfall | Checked with Design and Diagram | |
| T. | Chief Inspector | | Drainer | Chief Inspector | |
| Plg. | | | Boundary Trap <u>is</u> required | SUPERVISION | |
| Dge.Int. | DESIGN | | | | |
| Dge.Ext. | | | | | |

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: 8004321528



Document generated at 22-05-2025 08:00:06 AM

Disclaimer

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

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 Compliance

Section 22D – Swimming Pools Act 1992

| | |
|--------------------|---|
| Pool No: | a8f41577 |
| Property Address: | 25 DALRYMPLE AVENUE CHATSWOOD |
| Expiry Date: | 05 May 2028 |
| Issuing Authority: | Robert Edward Smith - Registered Certifier - bdc2977 |

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

POSTED
15.06.2020



FINAL OCCUPATION CERTIFICATE

| | | | | | |
|---|---|-------------------|-------------------------------|----|------------------|
| Date Application Received | 04/02/2019 | | | | |
| Council | Willoughby City Council | | | | |
| Occupation Certificate No. | FOC2019-518 | Date Approved | 12/06/2020 | | |
| CDC No. | CDC2019-518 | Date Approved | 29/03/2019 | | |
| Certifying Authority | Craig Formosa | | | | |
| Accredited Certifier | Craig Formosa | Accreditation No. | BPB0124 | | |
| Accreditation Body | Building Professionals Board | | | | |
| APPLICANT DETAILS | | | | | |
| Name | Your Beautiful Home – Anna | Email | anna@yourbeautifulhome.com.au | | |
| Address | 15/28-34 Roseberry Street, Balgowlah NSW 2093 | Ph No | 0416 220 226 | | |
| OWNER DETAILS | | | | | |
| Name | Victoria Taylor | Email | taylordavidandrew@hotmail.com | | |
| Address | 25 Dalrymple Avenue, Chatswood NSW 2067 | Ph No | 0423 536 884 | | |
| DEVELOPMENT DETAILS | | | | | |
| Subject Land | 25 Dalrymple Avenue, Chatswood NSW 2067 | Lot No | 10 | DP | 11659 |
| Description of Development | Construction of a swimming pool & associated landscaping | | Zone | R2 | |
| Class of Building | 10b | Value of Work | \$189,400.00 | | |
| THE BUILDING IS SUITABLE FOR OCCUPATION | | | | | |
| Certificates attached and relied upon for this decision | Mandatory Inspection Reports, Structural Engineers, Glazing (Pool Barrier), Pool Plumbing | | | | |
| RECORD OF INSPECTIONS | | | | | |
| Site Inspection prior to issue of Complying Development Certificate | | | | | 14/02/2019 |
| Pool Steel | | | | | 13/05/2019 |
| Footings | | | | | 11/06/2019 |
| Framework | | | | | 06/08/2019 |
| Pool Barrier | | | | | 22/08/2019 |
| Final Inspection | | | | | 03/10/2019 |
| CERTIFICATION | | | | | |
| I, Craig Formosa, as the certifying authority am satisfied that; | | | | | |
| (a) the building will not constitute a hazard to the health or safety of the occupants, | | | | | |
| (b) a current Complying Development Certificate has been issued for the building in respect to the plans and specifications for the building, | | | | | |
| (c) the building is suitable for its use under the Building Code of Australia, and | | | | | |
| (d) all the prescribed conditions of the SEPP have been satisfied. | | | | | |
| Signed: | | | | | Date: 12/06/2020 |
| | PCA Accreditation No. BPB0124 | | | | |
| | Accreditation Body: Building Professionals Board | | | | |



18/02/2020
David and Victoria Taylor,
C/O Your Beautiful Home
25 Dalrymple Avenue
Chatswood, NSW
Greenwood Consulting Reference No 2019019

To whom it may concern,

RE: ENGINEERING CONSTRUCTION STATEMENT AT 25 DALRYMPLE AVENUE, CHATSWOOD

I, Eliot Greenwood, hereby certify that I have carried out the necessary structural inspections for the structural elements designed and details (excluding concrete slab extension) by this office at the above address. The construction work was generally in accordance with the documents and onsite advice provided by this office prior to and during construction, drawing numbers;

- 2019019 - Issued For Construction (13-2-19)

The inspections were carried out on the following days;

- Pool Reinforcement - 22/5/19
- Retaining Wall Reinforcement - 11/6/19

Our involvement, the inspections and this certificate shall be taken as in no way relieving the contractor of any of his legal responsibilities. I am an appropriately qualified and competent person in this area and as such can provide this certification in line with the council requirements. I possess indemnity insurance to the satisfaction of the building owner or my principal.

Designer: Eliot Greenwood
Business no: 0421399423
Qualifications: NER, MIE Aust. Institute of Engineers Australia No: 3726157
Address: 2/25 Seabeach Avenue, Mona Vale, NSW, 2103

Yours sincerely,

Eliot Greenwood
Director, Greenwood Consulting Engineers

PD FRAMELESS GLASS PTY LTD

ABN: 94 625 314 070

Address: 21 Edward Street NARRAWEENA NSW 2099

Lic. 278284C

Tel: 0407 293 319

email: pdframelessglass@yahoo.com

Customer: Signature Building and Carpentry

Date: 1/3/20

Address: 25 Dalrymple Avenue - CHATSWOOD

Certificate No: 20030101PDP

Works carried out pool area

CERTIFICATE OF CONFORMANCE

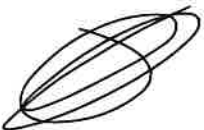
To whom it may concern:

PD FRAMELESS GLASS' product, Frameless Glass Pool Fencing installed at:

25 Dalrymple Avenue - CHATSWOOD

Complies & exceeds all tolerances and specification levels laid down by the Australian Standards Rule 1288 Glass in Buildings – Selection and installation, Section 5.16 Glass Building Designed for special activities, as well as Australian Standard Rule 1926. Swimming Pool Safety, Section 2.1 to 2.16 Design & Construction and Section 3.1 to 3.4 performances.

Regards,



Paul Tassone
Director

Poolplumb Pty Ltd

0401498530

03/06/20

To whom it may concern ;

The swimming pool plumbing at 25 Dalrymple Ave Chatswood has been installed in accordance with AS 1926.3-2010.

Note : - This certificate does not cover skimmer box lid

Paul Saldern
Poolplumb Pty Ltd
Lic # 318515C



FINAL INSPECTION REPORT

Sheet 1 of _____

| | | |
|------------------|-----------------------------|--|
| ADDRESS | 25 Dalrymple Ave, Chatswood | |
| CONTACT | Signature Building | <input checked="" type="checkbox"/> REPORT EMAILED TO APPLICANT/BUILDER |
| CC/CDC No | 2019-518 | DA No |

| Req'd | CERTIFICATES/ITEMS REQUIRED TO ISSUE OC (indicated by ticks <input checked="" type="checkbox"/>) | Rec'd |
|-------------------------------------|--|-------------------------------------|
| <input type="checkbox"/> | Wet Area Certification for _____ from an appropriately qualified person, in accordance with AS3740 and Part 3.8.1 of the NCC/BCA | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | Structural Engineers Certification for <i>their inspection</i> <input type="checkbox"/> Geotech Engineer _____ | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> | Smoke Alarm Certification from a licensed Electrician, in accordance with Part 3.7.2 of the NCC/BCA | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | Glazing Certification in accordance with AS1288, AS2047 and (if applicable) AS3959 BAL level _____ for <input type="checkbox"/> windows <input type="checkbox"/> doors <input type="checkbox"/> balustrades <input checked="" type="checkbox"/> pool barrier <input type="checkbox"/> other _____ | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> | Termite Control Certification from a licensed Pest Controller, in accordance with AS3660.1 | <input type="checkbox"/> |
| <input type="checkbox"/> | BASIX Compliance Certification from Builder, confirming all requirements have been satisfied | <input type="checkbox"/> |
| <input type="checkbox"/> | Stormwater Certification from an appropriately qualified <input type="checkbox"/> NPER Civil Engineer <input type="checkbox"/> Licensed Plumber | <input type="checkbox"/> |
| <input type="checkbox"/> | Survey Certification from a Registered Surveyor confirming the set-out of building & finished ridge height | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | Pool Plumbing Certification in accordance with AS1926.3 | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> | Non-slip Stair Tread/Nose Finish Certification from Applicator, in accordance with AS4586 | <input type="checkbox"/> |
| <input type="checkbox"/> | Childsafe Locks on bedrooms <input type="checkbox"/> Continuous Handrail to stairs <input type="checkbox"/> Non-slip Finish applied to stairs <input type="checkbox"/> | |

| OTHER | | |
|--------------------------|---------------------------------|--------------------------|
| <input type="checkbox"/> | <i>Pool fence ok</i> | <input type="checkbox"/> |
| <input type="checkbox"/> | <i>Sound proof enclosure ok</i> | <input type="checkbox"/> |
| <input type="checkbox"/> | | <input type="checkbox"/> |
| <input type="checkbox"/> | <i>All works satisfactory</i> | <input type="checkbox"/> |
| <input type="checkbox"/> | | <input type="checkbox"/> |
| <input type="checkbox"/> | | <input type="checkbox"/> |
| <input type="checkbox"/> | | <input type="checkbox"/> |
| <input type="checkbox"/> | | <input type="checkbox"/> |
| <input type="checkbox"/> | | <input type="checkbox"/> |
| <input type="checkbox"/> | | <input type="checkbox"/> |
| <input type="checkbox"/> | | <input type="checkbox"/> |
| <input type="checkbox"/> | | <input type="checkbox"/> |
| <input type="checkbox"/> | | <input type="checkbox"/> |

INSPECTION RESULT: **PASS** **REINSPECTION REQUIRED**


NOTE: • NO DRIP FEEDING OF DOCUMENTS - PLEASE PROVIDE THE ABOVE IN ONE BUNDLE WITHIN 3 MONTHS;
 • It is the policy of Form Building Certifiers Pty Ltd that an Occupation Certificate will NOT BE ISSUED after the expiration of TWELVE (12) MONTHS from the date of this Final Inspection Report.

ACCREDITED CERTIFIER *[Signature]* BPB No. 00124 DATE 03/10/19




INSPECTION REPORT

Sheet 1 of 1

| | |
|---|--|
| ADDRESS 25 Dalrymple Ave, Chatswood | |
| INSPECTION TYPE Foundation/ Pool steel | CC/CDC No CDC2019-518 |
| CONTACT <input type="checkbox"/> Owner <input type="checkbox"/> Applicant <input checked="" type="checkbox"/> Builder <input type="checkbox"/> Other _____ | |
| NAME Signature Building | <input checked="" type="checkbox"/> REPORT EMAILED TO APPLICANT/BUILDER |
| INSPECTION OUTCOME | |
| CERTIFIER OPINION | ACTION REQUIRED (read with NOTES below) |
| <input type="checkbox"/> Inspection stage is Satisfactory | <input checked="" type="checkbox"/> NO re-inspection required |
| <input checked="" type="checkbox"/> Inspection stage is Satisfactory subject to Action Required | <input type="checkbox"/> Re-inspection required |
| <input type="checkbox"/> Inspection stage is Not Satisfactory | <input type="checkbox"/> Tick if result has also been given verbally |
| NOTES <small>SBV = Suitable Bearing Value</small> | |
| <input checked="" type="checkbox"/> Certificate required <u>Engineers</u> | |
| <input type="checkbox"/> | |
| <input checked="" type="checkbox"/> Pool excavated to SBV | |
| <input type="checkbox"/> | |
| <input checked="" type="checkbox"/> Pool steel reinforcement incomplete at time of inspection although works to date appear | |
| <input type="checkbox"/> generally in accordance with engineering specifications | |
| <input type="checkbox"/> | |
| <input checked="" type="checkbox"/> Engineer to inspect completed works & provide report as confirmed with site supervisor | |
| <input type="checkbox"/> | |
| <input type="checkbox"/> | |
| <input type="checkbox"/> | |
| <input type="checkbox"/> | |
| <input type="checkbox"/> | |
| <input type="checkbox"/> | |
| <input type="checkbox"/> | |
| <input type="checkbox"/> | |
| <input type="checkbox"/> | |
| <input type="checkbox"/> | |
| <input type="checkbox"/> | |
| <input type="checkbox"/> Ensure Sediment & Erosion Controls are maintained | |
| ACCREDITED CERTIFIER  | BPB No 1714 DATE 13/5/19 |



PRE CDC BUILDING INSPECTION RESULT SHEET

| SITE ADDRESS | |
|--|--|
| 25 Dalrymple Ave, Chatswood | |
| APPLICATION DETAILS | |
| Name Signature Building | Phone |
| Address 25 Dalrymple Ave, Chatswood | CDC No. CDC2019-518 |
| Development Type Pool & Landscaping | Date App. Received 4/2/19 |
| OBSERVATIONS FROM SITE VISIT | |
| Site Access | <input checked="" type="checkbox"/> Existing driveway Crossover <input type="checkbox"/> Battle-axe |
| Stormwater Drainage | <input type="checkbox"/> Slope away <input checked="" type="checkbox"/> To street |
| Easements/Sewer/SW | <input type="checkbox"/> Manhole cover <input type="checkbox"/> Open drain/channel |
| Tree Removal | <input type="checkbox"/> Within 3m of works |
| Bushfire Hazard | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes _____ |
| Flooding | <input type="checkbox"/> Likely <input checked="" type="checkbox"/> Not likely |
| Slope of Block | <input type="checkbox"/> Geotechnical hazard, likely <input checked="" type="checkbox"/> Not likely |
| Retaining Walls | <input type="checkbox"/> Levels match plans _____ |
| Set Backs | <input type="checkbox"/> Wall height is same as plan at highest point (measure) |
| Neighbours Property | <input type="checkbox"/> Works potentially affect neighbours (excavation/zone of influence) |
| Plans & Specifications | <input checked="" type="checkbox"/> Accurately depict existing site conditions/buildings <input type="checkbox"/> No |
| Site/Building Features | <input type="checkbox"/> CD/comply with BCA <input type="checkbox"/> No _____ |
| Building Work Commenced | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____ |
| COMMENTS | |
| See photos taken onsite for details | |
| An updated S10.7 is required as the one issued is over 12 months old | |
| <i>Identified in Bushfire under Zoning Cert.</i> | |
| <i>Bushfire map - NATURE OF WORKS (landscaping + small deck)</i> | |
| <i>check ✓ (also for CI 3.4 (1) of SEPP) (BUSHFIRE REPORT ✓ CLEAR)</i> | |
| ACCREDITED CERTIFIER  | BPB# 1714 DATE 14/2/19 |

Certificate in respect of insurance for residential building work

Policy No:

Policy Date:

A contract of insurance complying with sections 92 and 96 of the *Home Building Act 1989* (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the *State Insurance and Care Governance Act 2015*.

| | |
|---|--|
| Period of Insurance | The contract of insurance provides cover for both the construction period and the warranty period. |
| In respect of | |
| Description of construction as advised by builder^ | |
| At | |
| Site plan number^ | |
| Site plan type^ | |
| Homeowner | |
| Carried out by | |
| Licence number | |
| Builder job number^ | |
| Contract amount^ | |
| Contract date^ | |
| Premium paid | |
| Cost of additional products or services under contract | Nil - no additional services. |
| Price (including GST and Stamp Duty) <small>Note: The total price does not include any brokerage or other costs to arrange the insurance contract</small> | |

^Additional information

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at www.icare.nsw.gov.au

Certificate No:

Issued on:



Signed on behalf of the insurer

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.

IMPORTANT NOTE Your contractor must give you either: (a) a certificate of combined cover OR (b) 2 certificates, one covering construction period cover and a second certificate covering the warranty period for the work.

icare™ HBCF



MRS VICTORIA TAYLOR
25 DALRYMPLE AVENUE
CHATSWOOD NSW 2067

Our reference: 7159135450903

Phone: **13 28 66**

19 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 VICTORIA,

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

| | |
|------------------------------|----------------------------|
| Notice number | 2411068366560 |
| Vendor name | VICTORIA TAYLOR |
| Clearance Certificate Period | 19 May 2025 to 19 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 4338410
Agent ID 81429403
Issue Date 21 May 2025
Correspondence ID 1808749020
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 |
|-----------|---------------------------------|--------------------|---------------------|
| D11659/10 | 25 DALRYMPLE AVE CHATSWOOD 2067 | \$1 793 333 | 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.