

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>Stone Real Estate</b> <b>Shop 7/160 Maroubra Lane, Maroubra, NSW 2035</b>	<b>Phone: (02) 8201 3388</b> <b>Ref: Ivan Gunawan</b>
co-agent		
vendor	<b>Karissa Michelle Kohary</b> <b>3 McGuinness Road, Larnook, NSW 2480</b>	
vendor's solicitor	<b>Hendriks Lawyers</b> <b>7/80-84 Ballina Street, Lennox Head NSW 2478</b> <b>PO Box 221, Lennox Head NSW 2478</b>	<b>Phone: 1300 463 857</b> <b>Email: neil@hendriks.com.au</b> <b>Ref: NH:25134</b>
date for completion land (address, plan details and title reference)	<b>30th day after the contract date</b> <b>145 Perry Street, Matraville, New South Wales 2036</b> <b>Registered Plan: Lot 132 Plan DP 621784</b> <b>Folio Identifier 132/621784</b>	(clause 15)
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input 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 type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> blinds <input type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	
price	
deposit	_____ (10% of the price, unless otherwise stated)
balance	
contract date	(if not stated, the date this contract was made)

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

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

buyer's agent

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

## SIGNING PAGE

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

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

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

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

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

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

145 PERRY ST MATRAVILLE 2036

## **SPECIAL CONDITIONS**

**VENDOR:                    KARISSA MICHELLE KOHARY**

**AND**

**PURCHASER:**

### **33.     GENERAL**

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- 33.1     The terms of the printed contract to which these additional conditions are annexed shall be read subject to the following:
- (a)     if there is a conflict between these additional conditions and the printed contract, then these additional conditions shall prevail;
  - (b)     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; and
  - (c)     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.

### **34.     AMENDMENTS TO STANDARD CONDITIONS**

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- 34.1     The Law Society of NSW copyright standard conditions of this contract are amended as follows:
- (a)     clause 5.1 – insert “and they are the only form of requisitions the purchaser may make and clause 5.2.1 is taken to be deleted” at the end of the clause;
  - (b)     clause 7.1.1 – delete “5% of the price” and replace with “\$1,000.00”;
  - (c)     clause 7.1.3 – delete “14 days” and replace with “7 days”;
  - (d)     clause 7.2.1 – delete “10%” and replace with “1%”;
  - (e)     clause 7.2.4 – delete “and the costs of the purchaser”;
  - (f)     clause 8.1.1 – delete “on reasonable grounds”;
  - (g)     clause 8.1.2 – delete from “that” to “grounds” inclusive;

- (h) clause 10.1 – replace line 1 with “The purchaser cannot make a claim or requisition, delay completion or rescind or terminate in respect of -”;
- (i) clause 10.1.8 and 10.1.9 – delete each occurrence of “substance” and replace with “existence”;
- (j) clause 10 – insert the following additional clause:  

“10.1.10 any claim, grant, notice, order or declaration in connection with native title, land rights or heritage protection under legislation, the common law or otherwise”;
- (k) clause 10.2 – add “make a claim for compensation or delay completion” after “cannot”;
- (l) clause 19 – insert the following additional clause:  

“19.3 Despite clause 19.2.3, the purchaser’s only remedy for a breach of warranty prescribed by the Conveyancing (Sale of Land) Regulation 2017 (NSW) is the remedy prescribed by that regulation”;
- (m) clause 20.6.4 – insert “provided however that such documents served by post will be deemed received by the other party 3 business days after the date the document is sent by post” at the end of the clause;
- (n) clause 23.13 – delete;
- (o) clause 23.14 – delete;
- (p) clause 23.17 – delete.

## **35. ENTIRE AGREEMENT**

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- 35.1 Notwithstanding any other provision of this contract, this contract constitutes the entire agreement between the parties relating to the sale of the property.
- 35.2 The parties have not entered into and are not bound by any collateral or other agreement apart from this contract.
- 35.3 The parties are not bound by any warranty, representation, collateral agreement or implied term under the general law or imposed by legislation unless:
  - (a) such warranty, representation, agreement or term is contained in the express terms of this contract; or
  - (b) it is an implied term or warranty imposed by statute which is mandatory and cannot be excluded by the parties’ agreement.

## **36. DEATH, DISABILITY, BANKRUPTCY OR INSOLVENCY**

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36.1 If a party to this contract is an individual who before completion:

- (a) dies; or
- (b) becomes so intellectually, physically or psychologically disabled as to be, in the opinion reasonably held by the other party, unable to complete the contract on time;

then either party may rescind this contract by giving notice in writing to the other party at any time before completion whereupon the provisions of Clause 19 hereof shall apply.

36.2 If a party to this contract is:

- (a) an individual who before completion is declared bankrupt; or
- (b) is a company and before completion enters into a scheme, makes any arrangement for the benefit of creditors, an order is made to wind-up the company, a liquidator, administrator or official manager is appointed or is deemed by any relevant legislation to be unable to pay its debts;

that party will have defaulted in the observance of an essential term of this contract and the other party may terminate this contract.

## **37. PURCHASER'S ACKNOWLEDGEMENTS**

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37.1 The purchaser acknowledges that in entering into this contract, the purchaser:

- (a) does not rely on any representations, inducements or warranties made by the vendor or its agents or representatives, except those expressly set out in this contract;
- (b) has relied entirely on the purchaser's enquiries and inspections in relation to the property;
- (c) accepts the property, improvements and inclusions in their present state of repair or condition subject to all defects both latent and patent, infestations and dilapidation;
- (d) accepts the property subject to all existing water, sewerage, drainage, plumbing, gas, electricity and other installations and services in respect of the property; and

- (e) accepts the property subject to any encumbrances disclosed in this contract, except for any encumbrance to be discharged on completion.

37.2 The purchaser cannot make any objection, requisition or claim for compensation or rescind or terminate this contract or delay completion because of any matter arising either directly or indirectly from the matters disclosed or referred to in this clause.

### **38. DISCLOSURE OF UNAPPROVED WORKS**

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38.1 The vendor discloses to the purchaser that the vendor believes that certain works have been carried out at the property without the approval of the responsible council. The purchaser acknowledges they are aware of the existence of the works and that the council may not have approved them. The purchaser warrants to the vendor that the purchaser would have entered into this contract even if there is a matter in relation to the works that would justify the making of any upgrading or demolition order in respect of the works by the council.

For the purposes of this clause, the 'works' means the separation and use of the property as a dual occupancy, including the installation of a second kitchen and associated modifications.

38.2 The purchaser cannot make any objection, requisition or claim for compensation or rescind or terminate this contract or delay completion because of any matter arising either directly or indirectly from the matters disclosed or referred to in this clause.

### **39. SMOKE ALARMS**

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39.1 The property has smoke alarms installed.

### **40. SWIMMING POOL**

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40.1 The property does not have a swimming pool.

### **41. AGENT**

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41.1 The purchaser warrants that they have not been introduced to the vendor or the property by any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendor's agent (if any) referred to in this contract.

41.2 The purchaser agrees to indemnify and keep indemnified the vendor from and against any claim 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.

41.3 This clause does not merge on completion.

## **42. INTEREST**

---

42.1 In the event that completion is not effected on the nominated date due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, interest at 10% per annum on the balance of the purchase price computed at a daily rate from the date nominated for completion until 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 on the purchase price and is not a penalty.

42.2 Interest is not payable during any time that the purchaser is ready, willing and able to complete and the vendor is not.

## **43. NOTICE TO COMPLETE**

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43.1 If a party is entitled to serve a notice to complete, a period of not less than 14 days is a reasonable period to allow for completion in that notice.

43.2 The notice will be deemed both at law and in equity sufficient notice to make time of the essence of this Contract, notwithstanding that the party serving the notice has not made any previous request or demand for completion.

43.3 A party may withdraw a notice to complete without prejudice to its continuing rights to serve a further notice to complete.

43.4 If the vendor issues a notice to complete, the purchaser shall pay to the vendor on completion an amount of \$400.00 (plus GST) for the legal costs incurred by the vendor in issuing the notice to complete.

## **44. ELECTRONIC EXCHANGE**

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44.1 This contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument.

44.2 Execution by either or both of the parties to the contract of a facsimile or email copy of this contract and transmission by facsimile or email of a copy of the contract executed by that party to the other party or the other party's solicitors shall constitute a valid and binding execution of this contract by such party or parties.

44.3 For the purposes of the *Electronic Transactions Act 1999* (Cth) and *Electronic Transactions Act 2000* (NSW) each of the parties consents to receiving and sending the contract electronically.

## **45. COMPLETION OF SALE OF LAND BY AUCTION**

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- 45.1 If the property is or is intended to be sold at auction:
- (a) The Bidders' record means the bidders' record to be kept pursuant to clause 13 of the Property and Stock Agents Regulation 2014 and section 68 of the Property and Stock Agents Act 2002.
  - (b) The vendor's reserve price must be given in writing to the auctioneer before the auction commences.
  - (c) A bid for the vendor cannot be made unless the auctioneer has, before the start of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor.
  - (d) The highest bidder is the purchaser, subject to any reserve price.
  - (e) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
  - (f) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor.
  - (g) 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.
  - (h) A bid cannot be made or accepted after the fall of the hammer.
  - (i) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement for sale.
- 45.2 In addition to the conditions above the following conditions apply to 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) The auctioneer may make only one vendor bid at an auction of residential property or rural land.
  - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller.
- 45.3 In addition to the conditions set out above the following conditions apply to the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

- (a) More than one vendor bid may be made to purchase the interest of a co-owner.
- (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
- (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
- (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

#### **46. COMPANY AS PURCHASER**

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- 46.1 In the event that the purchaser is a company, it is an express condition of this contract that the directors of the company execute the guarantee annexed to this contract in consideration of the vendor entering into this contract.

#### **47. TRUSTEE AS PURCHASER**

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- 47.1 In the event that the purchaser is a trustee of a trust, the purchaser warrants that the trust has been validly and lawfully established and that they have the power under the relevant deed to enter into this contract as trustee.

## **DIRECTORS GUARANTEE**

I/We ..... of .....

and ..... of .....

(the guarantors) covenant as follows:

1. In consideration of the vendor entering this contract, the guarantors guarantee to the vendor the payment of all money payable by the purchaser and the performance of all the purchaser's obligations under this contract.
2. The guarantors indemnify the vendor against claim, action, loss, damage, costs, liability, expense or payment of the vendor arising from any breach or default by the purchaser or its obligations under this contract and will pay on demand any money due to the vendor under this indemnity.
3. The guarantors are jointly and severally liable with the purchaser to the vendor for the performance of the purchaser's obligations under this contract and any damage incurred by the vendor in respect of the vendor's exercise of any right under this guarantee.
4. Where the vendor transfers or assigns the benefits of this contract the transferee receives the benefit of this guarantee.
5. The obligations of the guarantors are not released, discharge or otherwise affected by:
  - (a) the granting of any time, waiver, consent not to sue or other indulgence;
  - (b) the release or discharge of any person;
  - (c) an arrangement, composition, or compromise entered into by the vendor, the purchaser or the guarantors or any other person;
  - (d) any moratorium or any other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, any statute or court;
  - (e) payment to the vendor (including payments which are after the payment date) which is illegal, void, voidable or unenforceable; or
  - (f) the winding up of the purchaser.
6. This guarantee binds the guarantors, their executors, administrators and assigns.
7. This guarantee operates as a Deed between the vendor and the guarantors.

**Executed as a deed**

Signed, sealed and delivered by

in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of witness (print)

Signed, sealed and delivered by

in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of witness (print)



FOLIO: 132/621784

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
12/3/2025	9:56 AM	2	29/2/2024

LAND

-----

LOT 132 IN DEPOSITED PLAN 621784  
AT MATRAVILLE  
LOCAL GOVERNMENT AREA RANDWICK  
PARISH OF BOTANY COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP621784

FIRST SCHEDULE

-----

KARISSA MICHELLE KOHARY (T AT871717)

SECOND SCHEDULE (5 NOTIFICATIONS)

-----

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 A192495 RIGHT OF WAY APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND SHOWN SO BURDENED IN DP559750  
G508173 MODIFIED BY ORDER OF THE SUPREME COURT IN EQUITY NO 277 OF 1952
- 3 B741359 RIGHT OF WAY APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART OF LOT 64 SEC C DP8528 SHOWN SO BURDENED THEREIN
- 4 DP621784 EASEMENT FOR OVERHANGING EAVES AND GUTTERING AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 S937430 CROSS EASEMENTS (S.181B CONVEYANCING ACT, 1919) AFFECTING THE PARTY WALLS ON THE COMMON BOUNDARY OF LOTS 131 & 132 IN DP621784

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*



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

PART 1.

Plan: **DF621784**

PLOT NAME AND ADDRESS OF PROPRIETOR OF LAND:

Subdivision covered by Council  
 Ordinance Certificate no. 25/81.  
 G. & M. Solano Pty. Limited,  
 180 Burnmore Road,  
 Matraville.

1. Identify and easement firstly referred to in above-mentioned plan.

Easement for overhanging eaves and guttering.

SCHEDULE OF LOTS ETC. AFFECTED

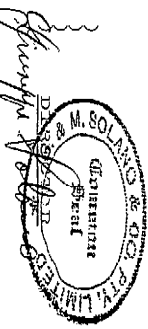
<u>Lots burdened.</u>	<u>Lots benefited</u>
132	131

PART 2.

1. Terms of easement firstly referred to in above-mentioned plan.  
 Reserving to the owner and occupiers for the time being of Lot 131 the right to maintain and keep on Lot 132 the overhanging eaves and guttering as shown in the within deposited plan but subject to the owner for the time being of Lot 131 maintaining the said eaves, gutters and spouting so as to prevent water from the roof of the building erected on Lot 131 running and dripping and flowing on to Lot 132.

THE COMMON SEAL OF G. & M. SOLANO PTY. LIMITED was hereunto affixed by a resolution of the Board of Directors in the presence of:

*Old*  
 SECRETARY



SIGNED at Sydney this second day of December 1982 for UNITED DOMINIONS CORPORATION LIMITED by its duly appointed attorneys under Power of Attorney No. 312 Book 3403 who declare that they have not received Notice of the revocation of their power.

JOHN EDGAR ANDERSSON and  
 BARNEY HUNGERFORD CALDWELL  
 My legal See under  
 Mortgage No.  
 5175902 and 5344083

Witness.

WARRANTY SETTING OUT INTERESTS CHARGED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.

**DF621784**

15. 1. 1982

I, Bruce Richard Davies, Under Secretary for Lands and Registrar General, South Wales, certify that this document is a photograph made a permanent record of a document in my custody this day.

18th January, 1982

10	20	30	40	50	60	70	80	90	100
----	----	----	----	----	----	----	----	----	-----

R15-11-15 at 4 PM

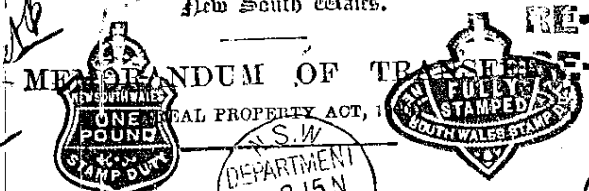
REC'D 4-AUG 1915 2.53 PM

New South Wales.

RE-L: 27 SEP. 1915 12.30 PM

RE-L: 11 NOV. 1915 11.30 AM

Transfer  
Endorsement  
Certificate  
2/6/15  
H/8/15



A192495

THE CITY BANK OF SYDNEY

PER SIMPLE.

Name, residence, occupation, or other description, in full, of transferee.

A192495

If a less estate, strike out "in fee simple" and interline the required alteration.  
All subsisting encumbrances must be noted hereon. (See page 2.)

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 by memorandum underwritten or endorsed hereon, in consideration of Nine thousand five hundred and nine pounds 16/10

(£509:16:10)

If the consideration is not pecuniary, its nature, compass, and extent to be stated.  
2900  
2 Diags  
22/11/15

Name, residence, occupation, or other description, in full, of transferee.

paid to me by Frederick Henry Clark of Kensington Master Builder

If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, give name, residence, and occupation of husband.

is the receipt whereof I hereby acknowledge,

Stamp duty taken  
SEE F.P. 970192

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

do hereby transfer to the said Frederick Henry Clark

Area in acres, roods, and perches.

its ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing Seventy five acres two roods four perches

Parish or town and county.

situate in the Parish of Botany County of Cumberland

"The whole" or "part," as the case may be.

being part of the land comprised in Certificate of Title

"Crown grant," or "Certificate of Title."

dated 9th December 1880 registered volume No. 514 folio 106 X and in Certificate of Title dated 26th March 1915 Regd. Vol. 2562 Fol. 240

Strike out if not appropriate.

and in Certificate of Title dated 26th March 1915 Regd. Vol. 2562 Fol. 240 and in Certificate of Title dated 26th March 1915 Regd. Vol. 2562 Fol. 240

These references will suffice, if the whole land in the grant or certificate be transferred.

land also in the pieces of land as follows:— All that piece of land containing ten acres one rood thirty perches and one rood perches situate in the Parish and County aforesaid being part of the land comprised in Certificate of Title dated 26th September 1882 registered volume No. 596 Folio 200 and also in all that piece of land containing one rood thirty two perches situate in the Parish and County aforesaid being part of the land comprised in Certificate of Title dated 26th March 1915 registered volume No. 2562 folio 240 which pieces of land are delineated on the plan annexed hereto and therein edged red together with a right of way 66 feet wide over the land shown on the plan annexed hereto and therein colored green.

But if a part only unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient, a description of plan will be required and will be either embodied in this transfer or annexed hereto, with an explanatory prefix:—

As delineated in the plan hereon (or annexed hereto) or described as follows, "viz.":—

Any annexure must be signed by the parties and their signatures witnessed. Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully

500  
514  
2562

✓  
Certificate of Title Volume 514 Folio 106 is subject to Power  
if any in the wife of John Connell Laycock as to part of  
landtherein described

Certificate of Title Volume 2562 Folio 240 contains reservation  
of minerals

[Rule up all blanks before signing.]

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 Transferrer is known, no further authentication is required. Otherwise the ATTESTING OFFICER must appear before one of the above functionaries to make a declaration in the annexed form.

This applies only 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, 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 Transferrer or Transferee signs by a proxy, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

Repeat attestation for additional parties if required.

In witness whereof, I have hereunto subscribed my name, at Sydney  
the Murkith day of July in the year  
of our Lord one thousand nine hundred and fifteen

Signed in my presence by the said

WHO IS PERSONALLY KNOWN TO ME

Transferrer.

Signed  
The Seal of the Corporation of The City Bank of Sydney was affixed to this Deed by the Directors present at a Board of Directors of the said Corporation held on the 30th day of July 1915 whereupon the said Directors also signed their names in the presence of

W. Henderson  
General Manager

W. J. Gould  
W. J. Gould  
W. J. Gould  
W. J. Gould

W. J. Gould  
W. J. Gould  
W. J. Gould  
W. J. Gould

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.

For the signature of the Transferor hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferor, 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 I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

*F. H. Clark*

Transferree.

Signed in my presence by the said

Frederick Henry Clark

WHO IS PERSONALLY KNOWN TO ME

*A. Henderson*

*Articled Clerk  
Leubus Blackmore  
164 Pitt St  
Sydney.*

(\*The above may be signed by the Solicitor, when the signature of Transferree cannot be procured. See note "a" in margin.)

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

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me, at \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ the attesting witness to this instrument, \_\_\_\_\_, that he personally knew \_\_\_\_\_ the person signing the same, and was \_\_\_\_\_ to he has attested; and that the name purporting to be such signature \_\_\_\_\_ andwriting, and that he was of \_\_\_\_\_

q 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.  
r Name of witness and residence.

75a 2/4 per Part of Pw 124 164 (2R) + 165 (2R)  
 10a 2/4 per Part of Pw 164 (2R)  
 Shin of Randwick  
 Pl of Botany  
 Together with Right of Way

(Name) Herbus Blackway  
 (Address) 164 Pitt St Sydney

*Under 10/16/15*

The City Bank of Sydney Transferrer.  
Frederick Henry Clark Transferee.

Particulars entered in the Register Books Vol. 514  
 Folio 106 - vol 596 Folio 200  
 . . . 2562 - 240

*See*

the 15<sup>th</sup> day of November, 1915,  
 at minutes 47 o'clock  
 in the after noon.

*[Signature]*  
 Registrar General.

*Wm* NOV 16 1915

	DATE	INITIALS
SENT TO SURVEY BRANCH	12.8.15	HS 27.9.15
RECEIVED FROM RECORDS		HS 19.10.15
DRAFT WRITTEN	2.10.15	[Signature]
DRAFT EXAMINED	5	[Signature]
DRAFT COMPLETE	29.10.15	[Signature]
DRAFT EXAMINED IN		[Signature]
DRAFT FORWARDED		
RETR. TO RECORDS		
REQUISITION		
REGISTER		
RETURNED FROM RECORDS		
CERTIFICATE ENGROSSED		
SUPT. OF ENGROSSERS		
GEN. REGISTRAR GENERAL	17 NOV 1915	[Signature]

VCL 2623 FOL 146

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:-  
 A transfer can be registered until the fees are paid.  
 If a part only of the land is transferred, but it is intended to make several transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole is sold, or formal application be made for a Certificate of the outstanding residue.  
 Transfer in some cases require separate Certificates. 20s. will be required for each additional Certificate.  
 The fee on transfer is 10s., and 20s. for every new Certificate, whether issued to a Transferee or required for his residue. By the Amendment Act of 1914, the purchaser is not compelled to take out a new Certificate, but if the whole of the land is transferred, 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, and the property is transferred, when the original Certificate is returned to the Registrar-General, or when the original Certificate is returned to the personal application of Purchasers or their Solicitors or upon an order attested before a Magistrate.



*Declaration by Licensed Surveyor.*

(REAL PROPERTY ACT, No. 25 of 1900, Sec. 113.)

I, Albert John Frier,

of Castlereagh Street, Sydney,

Licensed Surveyor, specially Licensed under the Real Property Act,

1900, do hereby solemnly and sincerely declare that the boundaries

and measurements shown on the plan of of part of numerous lots  
of parts of lots of Title Vol 514 to 106, Vol 596 to 200,  
Vol 2562 to 240 hereto annexed, and marked "A,"

Municipality of Randwick, Pt. of Botany  
County of Cumberland.

are correct for the purposes of the said Act, and that the said plan

and the survey of the land to which the same relates have been

prepared and made by me, or 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 at

Sydney this

fifteenth day of

July 1915.



G 508173



G508173J

REAL PROPERTY ACT 1900.

CONVEYANCING ACT 1919-1943 SECTION 89.

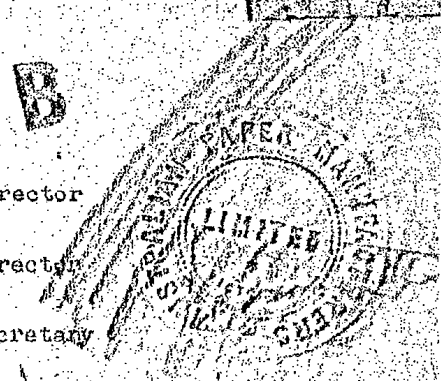
TO  
The Registrar General.

AUSTRALIAN PAPER MANUFACTURERS LIMITED of McCauley Street  
Matraville in the State of New South Wales the registered proprietor  
of the lands comprised in Certificates of Title Volume 5341 Folio 40  
and Volume 5620 Folio 162 and part of the land comprised in Certificates  
of Title registered Volume 5122 Folio 151 Volume 5346 Folio 158  
Volume 5634 Folio 215 Volume 5133 Folio 72 Volume 5672 Folio 187 and  
THE SYDNEY COUNTY COUNCIL being the registered proprietor of the land  
comprised in Certificate of Title Volume 5122 Folio 74 hereby request  
you to make all necessary amendments and entries in the Register Books  
for giving effect to the Order of the Supreme Court of New South Wales  
in Equity made the sixth day of June 1952 which has been registered in  
the Register of Causes Writs and Orders No. 96830 an Office Copy of  
which is also lodged herewith and the Company hereby certifies that this  
instrument is correct for the purposes of the Real Property Act 1900.

DATED this *ninth* day of *December*

THE OFFICIAL SEAL for Victoria of  
AUSTRALIAN PAPER MANUFACTURERS  
LIMITED was hereto affixed by  
order of the Board of Directors  
in the presence of:-

*P. B. With*.....Director  
*H. P. ...*.....Director  
*M. ...*.....Secretary



THE COMMON SEAL of THE SYDNEY  
COUNTY COUNCIL was hereto duly  
affixed in pursuance of a Resol-  
ution of the Council passed on  
the *twenty second* day of *January* One  
thousand nine hundred and fifty-  
two and in the presence of the  
Chairman and General Manager of  
the Council whose signatures  
appear opposite hereto:-

*P. B. With*  
Chairman  
*C. ...*  
General Manager



*8 Entds*  
*15/12/52*  
*16/12/52*  
*17/12/52*  
*18/12/52*  
*19/12/52*  
*20/12/52*  
*21/12/52*  
*22/12/52*  
*23/12/52*  
*24/12/52*  
*25/12/52*  
*26/12/52*  
*27/12/52*  
*28/12/52*  
*29/12/52*  
*30/12/52*  
*31/12/52*


No. G508173

*Order of Court*

Particulars entered in Register Books, Vol. \_\_\_\_\_  
 AS PER SCHEDULE.

Folio

the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
*the 24th day of June 1956*  
 at \_\_\_\_\_ o'clock in the \_\_\_\_\_ noon

*J. B. Pell*  


Registrar General

Vol.	Fol.	Vol.	Fol.	Vol.	Fol.	Vol.	Fol.	Vol.	Fol.	Vol.	Fol.	Vol.	Fol.	Vol.	Fol.
4623	166	4949	P. 25	5323	144	5520	162	5769	195	5923	204	6097	3	6337	678
3284	62	4949	57	5325	201	5520	162	5769	195	5923	204	6097	3	6337	678
3820	P. 212	4949	210	5325	P. 202	5520	187	5769	213	5923	217	6097	11	6337	207
4096	202	5049	22	5320	173	5523	175	5769	214	5923	217	6097	11	6337	207
4109	226	5074	137	5320	173	5523	P. 215	5769	215	5923	217	6097	11	6337	207
4122	188	5094	122	5323	P. 234	5523	P. 234	5769	216	5923	217	6097	11	6337	207
4132	200	5100	P. 146	5324	32	5523	235	5769	217	5923	217	6097	11	6337	207
4152	108	5122	17	5324	245	5525	247	5769	217	5923	217	6097	11	6337	207
4152	108	5170	P. 3	5324	250	5524	160	5769	217	5923	217	6097	11	6337	207
4194	P. 75	5170	4	5327	234	5529	24	5769	217	5923	217	6097	11	6337	207
4265	151	5170	5	5320	107	5549	30	5769	217	5923	217	6097	11	6337	207
4265	152	5170	20	5323	246	5560	35	5769	217	5923	217	6097	11	6337	207
4276	129	5211	25	5328	15	5580	125	5769	217	5923	217	6097	11	6337	207
4306	247	5232	P. 105	5324	147	5582	124	5769	217	5923	217	6097	11	6337	207
4396	2	5232	108	5324	208	5584	P. 141	5769	217	5923	217	6097	11	6337	207
4397	43	5201	45	5327	90	5585	123	5769	217	5923	217	6097	11	6337	207
4399	167	5212	136	5320	91	5588	122	5769	217	5923	217	6097	11	6337	207
4406	P. 241	5212	102	5325	71	5602	215	5769	217	5923	217	6097	11	6337	207
4096	202	5241	100	5325	72	5610	171	5769	217	5923	217	6097	11	6337	207
4096	204	5246	112	5325	202	5611	63	5769	217	5923	217	6097	11	6337	207
4096	205	5247	114	5326	P. 212	5612	169	5769	217	5923	217	6097	11	6337	207
4096	206	5251	118	5326	156	5617	201	5769	217	5923	217	6097	11	6337	207
4723	165	5257	P. 207	5326	P. 20	5629	174	5769	217	5923	217	6097	11	6337	207
4723	165	5257	9	5328	23	5629	175	5769	217	5923	217	6097	11	6337	207

**B**

IN THE SUPREME COURT  
OF NEW SOUTH WALES  
IN EQUITY.

No. 277 of 1952.

IN THE MATTER of the land comprised in Certificate of Title registered Volume 5541 Folio 40 and certain of the restrictive covenants endorsed on the said Certificate of Title.

**OFFICE COPY**

AND IN THE MATTER of the Conveyancing Act 1919-1943 Section 89.

AND IN THE MATTER of an Application by Australian Paper Manufacturers Limited.

*J. Rowland*  
*for Chief Clerk in Equity,*  
*Date 11th September 1952*

ERINAY the Sixth day of June one thousand nine hundred and fifty-two.

UPON APPLICATION made the twenty-third day of May last and this day by Australian Paper Manufacturers Limited

in pursuance of Summons filed herein the fourth day of April last WHEREUPON AND UPON HEARING READ the said

Summons the four several Affidavits of Ernest Arthur Kesting sworn the tenth day of March last and resworn the

ninth day of April last the sixth day of May last the twenty-third day of May last and the sixth day of June

instant respectively the two several Affidavits of George Thomas Kenyon sworn the first day of February last and

resworn the ninth day of April last and the fifth day of June instant respectively the two several Affidavits of

Edward Philip Telford Simpson sworn the seventh day of May last and the twenty-third day of May last respectively

and the Affidavit of Richard Thomas Jatham sworn the fifth day of June instant all filed herein AND UPON HEARING

what was alleged by Mr. C.A. Walsh of Counsel with whom was Mr. F.S. McAlary of Counsel for the applicant by

Mr. D. Mahoney of Counsel for the respondent the Sydney County Council and Mr. J.W. Every-Burns of Counsel for

the respondent the Randwick Municipal Council and the respondent the said Sydney County Council by its said

Counsel consenting hereto I DO ORDER that the right of way created by Memoranda of Transfer Nos. A192495 and

A281260 to which the land comprised in Certificate of Title registered Volume 5541 Folio 40 is subject and which

is noted on the said Certificate of Title be extinguished and that there be substituted therefor a right of way

over the land more particularly described in the Schedules "A", "B" and "C" to this Order being the whole of the

land comprised in Certificates of Title registered Volume 5551 Folio 198 and Volume 5520 Folio 168 and part of



Folio 215 Volume 5133 Folio 72 Volume 5872 Folio 187 and Volume 5122 Folio 74 AND I DO FURTHER ORDER that the rights of way so to be created are to be appurtenant to the same dominant tenement or tenements as the extinguished right of way was appurtenant to when extinguished AND I DO FURTHER ORDER that it be referred to the Deputy Registrar in Equity or to such officer of this Court as the Master in Equity may appoint to tax and certify the costs of the respondents of this application and that such costs when so taxed and certified as aforesaid be paid by the applicant to the respondents or their respective Solicitors within fourteen days after service upon the applicant or its Solicitors of an office copy of the certificate of such taxation and all parties are to be at liberty to apply as they may be advised.

SCHEDULE "A"

ALL THAT piece or parcel of land situated in the Parish of Botany County of Cumberland and State of New South Wales COMMENCING at a point on the Southern side of Australia Avenue being the North-Western corner of Lot 40 Deposited Plan No. 9734 and bounded thence on the East by the Western boundary of Lot 40 Deposited Plan No. 9734 by the Western boundary of Lots 75 and 76 Deposited Plan No. 16138 by the Western end of Lurrahin Avenue and by the Western boundaries of Lots 75 and 76 Deposited Plan No. 16138 being a line bearing Southerly 644 feet 10 1/2 inches to the Northern building line of Partanna Avenue thence on the South by the Northern building line of Partanna Avenue aforesaid being a line bearing westerly 50 feet 5 1/2 inches thence on the South-West by a line bearing North-Westerly 18 feet 10 1/2 inches thence on the West by a line bearing Northerly 625 feet 6 1/2 inches to the Southern building line of Australia Avenue aforesaid and thence on the North by that building line of Australia Avenue bearing North-Easterly 66 feet 8 1/2 inches to the point of commencement and containing an area of 3 roods 34 1/2 perches a little more or less.

**BB**

SCHEDULE "B".

ALL THAT piece or parcel of land situated in the Parish of Botany County of Cumberland and State of New South Wales COMMENCING at a point on the southern building line of Partanna Avenue being the Westernmost corner of Lot 211 Deposited Plan No. 16138 and bounded thence on the North by the said Southern-building line of Partanna Avenue bearing Easterly 76 feet 7½ inches thence on the North-East by lines bearing South-Westerly 628 feet 2½ inches and 468 feet 4 inches to the Northern building line of a road 66 feet wide (now called Military Road) thence on the South by part of the Northern building line of that Road bearing Westerly 79 feet 3 inches thence on the South-West by lines bearing North-Westerly 421 feet 11½ inches and 668 feet 5 inches to the point of commencement containing an area of 1 acre 2 roods 25 perches a little more or less.

SCHEDULE "C".

ALL THAT piece or parcel of land situated in the Parish of Botany County of Cumberland and State of New South Wales being part of a strip of land 66 feet wide owned by the Sydney County Council COMMENCING at a point on the Northern side of Partanna Avenue bearing and distant 269 degrees 58 minutes 50 seconds 22 feet 6½ inches Westerly from the South Western corner of Lot 76 in Deposited Plan No. 16138 and bounded thence on the South by the Northern side of Partanna Avenue aforesaid bearing 269 degrees 58 minutes 50 seconds 27 feet 11 inches thence bounded towards the South West by a line bearing and distant 304 degrees 35 minutes 10 seconds 18 feet 10½ inches thence bounded towards the West by a line bearing and distant 359 degrees 56 minutes 50 seconds 56 feet 5½ inches and thence bounded towards the North West by a line bearing and distant 147 degrees 03 minutes 20 seconds 60 feet 0½ inches to the point of commencement and containing an area of 5 perches a little more or less.

(Sgd.) E.D. ROPER.  
CHIEF JUDGE IN EQUITY.



IN THE SUPREME COURT  
OF NEW SOUTH WALES  
IN EQUITY.

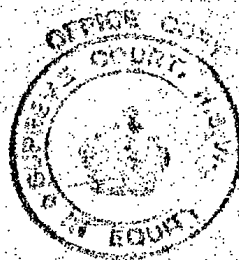
No. 277 of 1952.

IN THE MATTER of the land comprised in  
Certificate of Title registered Volume  
5341 Folio 40 and certain of the  
restrictive covenants endorsed on the  
said Certificate of Title.

AND IN THE MATTER of the Conveyancing  
Act 1919-1943 Section 89.

AND IN THE MATTER of an Application  
by Australian Paper Manufacturers Limite

ORDER ON SUMMONS TO EXTINGUISH  
RIGHT OF WAY.



MINTER SIMPSON & CO.,  
Solicitors,  
31 Hunter St.,  
SYDNEY.



LODGED BY \_\_\_\_\_

No. 508173 (N.B.—Before execution read marginal note.)  
**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.

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Signed in my presence by \_\_\_\_\_  
 \_\_\_\_\_  
 who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-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.<sup>h</sup>

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Signed in the presence of— \_\_\_\_\_

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

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

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

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

INDEXED	MEMORANDUM OF TRANSFER <i>Together with Right of Way</i> <i>Subject to covenant</i>
---------	---

DOCUMENTS LODGED HEREWITH.	
To be filled in by person lodging dealing.	
1 _____	Received _____ Docs. Nos.
2 _____	Receiving Clerk.
3 _____	_____

Checked by _____	Particulars entered in Register Book, Volume <u>8721</u> Folio <u>101</u>
Passed (in S.D.B.) by _____ <u>2/7/58</u>	the <u>16<sup>th</sup></u> day of <u>August</u> 19 <u>58</u> at _____
Signed by _____	_____ minutes past _____ o'clock in the _____ noon.

*St. H. Pell's*  
Registrar-General

EXECUTION OUTSIDE NEW SOUTH WALES.  
 Execution may be proved where the parties are resident:—  
 (a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging 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 Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such other person as the Chief Justice of New South Wales may appoint.  
 (b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation, or a Notary Public.  
 (c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:— Upon lodgment (a) £2-0-0, if accompanied by the relevant title or evidence of production thereof, (b) £2-5-0 otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:— (a) 5/- for each additional Certificate included in the Transfer, (b) £2-10-0 for each new Certificate of Title issued, (c) 10/- where the Transfer contains covenant purporting to affect the user of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 10/- where partial discharge of a mortgage is endorsed on the Transfer, (f) 5/- for each additional folio where the Certificate exceeds fifteen folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.  
 Accounts 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.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written ...		
Draft examined	<i>[Signature]</i>	<u>27/5/58</u>
Diagram prepared	<i>[Signature]</i>	<u>11/5/58</u>
Diagram examined	<i>[Signature]</i>	<u>10/12</u>
Draft forwarded	<i>[Signature]</i>	<u>10/12</u>
Supt. of Engravers	<i>[Signature]</i>	<u>13/12</u>
Cancellation Clerk	<i>[Signature]</i>	<u>13/12</u>
Vol. _____		100

G508173

THIS IS THE ANNEXURE REFERRED TO IN MEMORANDUM OF TRANSFER MADE  
THE twenty second DAY OF May 1956 BETWEEN CLAIRABERT  
VICTOR ROBERTS AND CHARLES ALEXANDER CARLYLE MORRISON and PHYLLIS  
MARGARET MORRISON (TRANSFEREES)

The Transferees covenant for themselves and their assigns with the Transferor his executors, administrators and assigns for the benefit of any adjoining land owned by the Transferor ~~but only during the ownership by the Transferor his executors, administrators and assigns other than purchasers on sale that no fence shall be erected on the property hereby sold to divide it from such adjoining land without the consent of the Transferor his executors, administrators or assigns but such consent shall not be withheld if such fence is erected without expense to the Transferor his executors, administrators and assigns and in favour of any person dealing with the Transferees or their assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected and it is hereby agreed and declared that the burden of the fore-going covenant shall be appurtenant to the land hereby transferred and this may be released varied or modified by the owner or owners for the time being of the aforesaid adjoining land AND IT IS HEREBY AGREED AND DECLARED that the benefit of the right-of-way hereby transferred shall be appurtenant to the land hereby transferred and the burden thereof shall be appurtenant to Lot One in Plan annexed to Transfer Number G433136 and that this restriction may be released varied or modified by the registered proprietors for the time being of the land hereby transferred.~~

Signed in my presence by the transferor  
CLAIRABERT VICTOR ROBERTS  
WHO IS PERSONALLY KNOWN TO ME

*[Signature]*  
Transferor.

Signed in my presence by the transferees  
CHARLES ALEXANDER CARLYLE MORRISON AND  
PHYLLIS MARGARET MORRISON  
WHO ARE PERSONALLY KNOWN TO ME

*[Signature]*  
*[Signature]*  
Transferees.

THE COMMERCIAL BANK OF AUSTRALIA LIMITED as Mortgagee under Registered Mortgage No. D985567 hereby consents to the within ~~without~~ <sup>without</sup> prejudice to the rights power and remedies of the said Bank as against the other lands by the said Mortgage affected in respect of the balance of principal and interest moneys thereby secured, and without prejudice to any other securities given by the Mortgagor and held by the said Bank in respect of any principal and interest moneys intended to be thereby secured.

Signed in my presence by Austin Arnold Mehrens as the duly constituted Attorney of the Commercial Bank of Australia Limited who is personally known to me.

THE COMMERCIAL BANK OF AUSTRALIA LIMITED  
By its Attorney  
*[Signature]*

I, AUSTIN ARNOLD MEHRENS of Sydney in the State of New South Wales, Deputy Bank Manager do hereby state that I am the Attorney named in a certain Power of Attorney from THE COMMERCIAL BANK OF AUSTRALIA LIMITED, in favour of Austin Arnold Mehrens dated the 16th day of February 1956, and registered at the Registrar-General's Office, Sydney as No 5186 Miscellaneous Register and an attested copy of which has been filed in the Land Titles Office Sydney as No 18211 by virtue of which I have executed the above written instrument and have not received any notice or information of the revocation of the said Power of Attorney by bankruptcy, act of the donor, or otherwise.  
Dated at Sydney this third day of August 1956.  
Witness to the Signature of the said AUSTIN ARNOLD MEHRENS

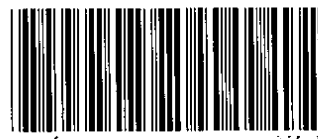
*[Signature]*  
*[Signature]*



New South Wales.

MEMORANDUM OF TRANSFER  
(REAL PROPERTY ACT, 1900)

CA#3191



B  
741359 Q

R/31/10/28/W

(Trusts must not be disclosed in the transfer)

ISABELLE MILLAR FARQUHAR wife of James Douglas Farquhar of Randwick, Carter,

(herein called transferror)

a. If a less 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 the sum of Forty seven Pounds Ten Shillings

(£47/10/-) (the receipt whereof is hereby acknowledged) paid to me by FREDERICK HENRY CLARK OF LONDON, ENGLAND, and ETHEL ALICE ZIONS wife of LOUIS ZIONS of Castlereagh Street SYDNEY, Publisher,

and grant

(herein called transferees)

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

do hereby transfer to the said transferees as Tenants in Common OUT OF ALL such my Estate and Interest in ALL THE land mentioned in the schedule following:-

Co.	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	Cumberland	Botany	Part	2948	56

c. If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed with seal. These references will suffice if the whole land in the grant or certificate be transferred. If part only add "and being lot sec. D.P. or being the land shown in the plan annexed hereto."

A Right of Way ten (10) feet wide over the Western Part of Lot Sixty Four (64) Section C, as shewn, on Deposited Plan No. 8528, as appurtenant to the lands in Certificates of Title Volume 4132 Folios 187, 188, 199, and 200, Volume 4109 Folio 246 and Volume 4115 Folio 128,

d. Strike out if not necessary. Covenants should comply with Section 80 of the Conveyancing Act, 1919. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted.

2948 - 56 ✓  
4132 - 187, 188, 199, 200 ✓  
4109 - 246 ✓  
4115 - 128 ✓

See 13759355 for CT. A

e. A very short note will suffice.

ENCUMBRANCES, &c., REFERRED TO:

Signed at Sydney the 23<sup>rd</sup> day of October 1928

f. 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 Transferror is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the annexed form. As to instruments executed elsewhere, see page 2.

Signed in my presence by the transferror Isabelle Millar Farquhar WHO IS PERSONALLY KNOWN TO ME E. E. Mottram J.P.

Isabelle Millar Farquhar Transferror

Signed

g. Repeat attestation if necessary.

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

Signed in my presence by the transferee Frederick Henry Clark by his Attorney L. Zions WHO IS PERSONALLY KNOWN TO ME E. E. Mottram J.P. and by the transferee Ethel Alice Zions who is personally known to me E. E. Mottram J.P.

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

Frederick Henry Clark by his Attorney L. Zions Transferee

Ethel Alice Zions 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. If the Solicitor signs he must sign his own name and not that of his firm. No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

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 the sum of Forty seven Pounds Ten Shillings

(47/10/-) (the receipt whereof is hereby acknowledged) paid to me by  
 FREDERICK HENRY CLARK OF LONDON, ENGLAND, and ETHEL ALICE ZIONS wife of  
 LOUIS ZIONS of Castlereagh Street SYDNEY, Publisher,

and grant (herein called transferees)  
 do hereby transfer to the said transferees 274 1/2 Acs in Common OUT OF  
 ALL such my Estate and Interest in ALL THE land mentioned in the schedule following:—

(c) County.	P parish.	State if Whole or Part.	Vol.	Fol.
Cumberland	Botany	Part	2948	56

~~And the transferees covenants with the transferor~~  
 A Right of Way ten (10) feet wide over the Western Part of Lot Sixty Four (64) Section C, as shewn, on Deposited Plan No. 8528, as appurtenant to the lands in Certificates of Title, Volume 132 Folios 187, 188, 199 and 200, Volume 4109 Folio 246 and Volume 4115 Folio 128,

see 13759355 for CT. of plan

2945 56 ✓  
 4132 187 188 199 200 ✓  
 4109 246 ✓  
 4115 128 ✓

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

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

c If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures with-asset. These references will suffice if the whole land in the grant or certificate be transferred. If part only add "and being lot sec. D.P. " or "being the land shown in the plan annexed hereto," and in certificates (or grant) registered Vol. Fol. When the consent of the local council is required to a subdivision, the certificate and plan annexures should accompany the transfer.

d Strike out if unnecessary. Covenants should comply with Section 80 of the Conveyancing Act, 1919. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted.

e A very short note will suffice.

ENCUMBRANCES, &c., REFERRED TO:

No. 11009

LODGED BY J. C. Quinn  
H. E. Edward A. Bondi

**CONSENT OF MORTGAGEE.**

we, Heute McPherson and John Vicars do hereby consent to the equitable Perpetual Mortgage under Mortgage No. B320171 of Benefit Building Land and various other premises comprising in the within transfer from such mortgagee and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage. Do hereby consent to the within transfer.

Dated at Sydney this 30<sup>th</sup> day of October 1928.  
Heute McPherson Mortgagee.

Signed in my presence by Heute McPherson and John Vicars who is personally known to me.  
Arthur Carr

**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. 11479 under the authority of which he has just executed the within transfer.

Signed at Sydney the 31<sup>st</sup> day of October 1928.

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

**FORM OF DECLARATION BY ATTESTING WITNESS.**

Appeared before me at Sydney, the 31<sup>st</sup> day of October, one thousand nine hundred and twenty eight, 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 Louis Elias is his own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

1 This form is not appropriate in cases of delegation under the Trustees Delegation of Powers Act, 1914, or the Execution of Trusts (W & Facilities) Act, 1917.

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

4 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**

Right of way over Part Lot 64 Sec. C 69. 85-28

Shire Randwick  
Municipality  
Parish St. Mary County

Richard Henry Clark  
Bel Alice Jones } Transferees

**DOCUMENTS LODGED HEREWITH.**

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M'ngor, etc.

Particulars entered in Register Books Vol. 2945 Fol. 56

- Vol. 4132 Fol. 117-118
- Vol. 4132 Fol. 199-200
- Vol. 4139 Fol. 241
- Vol. 4145 Fol. 121

the 17<sup>th</sup> day of January 1929  
 at 12 minutes 12 o'clock in the noon.

Richard Henry Clark  
 Registrar-General

**PROGRESS RECORD.**

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Capt. of Engrossers		
Cancellation Clerk		
Diagram Fees		
Additional Folios		

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

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

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

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

Tenants in common must receive separate Certificates.

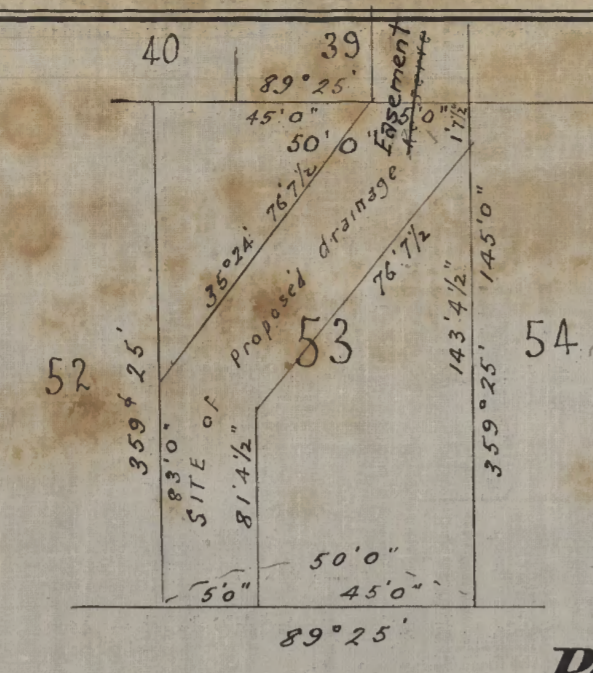
If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferee may take out a new Certificate for the residue.

DP 8528

DP 8528

3

Municipality of Randwick  
A.243285 5.5.16

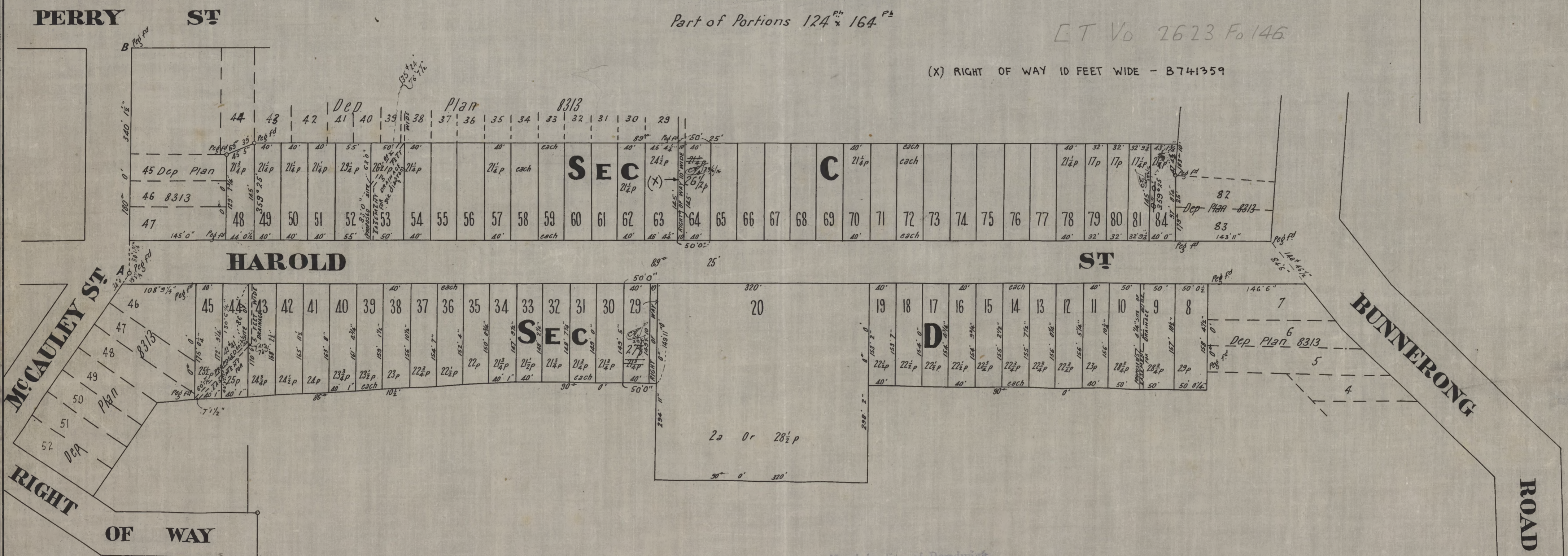


- PLAN -  
- Of part of -  
**BUNNERONG ESTATE**  
**BOTANY**  
*Parish of Botany County of Cumberland*  
*Municipality of Randwick*

Part of Portions 124<sup>CH</sup> & 164<sup>CH</sup>

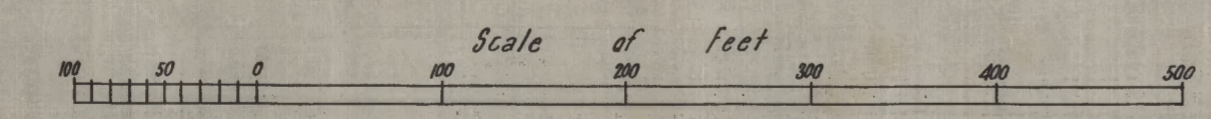
[T Vo 2623 Fo 146

(X) RIGHT OF WAY 10 FEET WIDE - B741359



Municipality of Randwick

Subdivision Number 608.  
Position 2<sup>nd</sup> Section Bunnerong Estate




I Albert John Trier of 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 by me, 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 Eighteenth day of April A.D. 1916

*Alfred J. Trier*  
Licensed Surveyor


*Alfred J. Trier*  
Licensed Surveyor  
Date of Survey Feb'y. 1916

Azimuth taken from line A. B.

 CONVERSION TABLE ADDED IN  
 REGISTRAR GENERAL'S DEPARTMENT

DP 8528

FEET INCHES		METRES
1	7 1/2	0.495
5	-	1.525
7	1 1/2	2.17
10	-	3.05
19	3 1/4	5.875
32	-	9.755
32	9 1/4	9.99
40	-	12.19
40	1	12.215
42	3	12.88
43	1 3/4	13.15
44	0 1/8	13.415
44	0 1/2	13.425
45	-	13.715
45	5	13.845
46	4 1/4	14.13
47	4 3/4	14.445
47	9 1/8	14.555
48	2 1/4	14.685
48	7 1/4	14.815
49	11	15.215
50	-	15.24
50	0 1/2	15.255
50	0 3/4	15.26
50	1 3/4	15.285
52	4	15.95
53	7	16.33
54	7	16.635
55	-	16.765
55	2 1/2	16.825
56	0 1/4	17.075
57	10 1/2	17.64
59	1 1/2	18.02
60	1 3/4	18.33
62	-	18.9
65	11 1/2	20.105
68	2 1/2	20.79
70	6	21.49
76	7 1/2	23.355
79	7 1/2	24.27
81	4 1/4	24.795
81	4 1/2	24.805
83	-	25.3
84	6	25.755
86	-	26.215
94	11	28.93
97	8 1/4	29.775
108	9 1/4	33.155
129	7 3/4	39.515
130	6 1/4	39.785
143	4 1/2	43.7
143	11	43.865
145	-	44.195
146	6	44.655
147	9 1/2	45.045
148	2 1/4	45.165
148	7 1/4	45.295
149	-	45.415
149	5	45.54
149	10	45.67
150	0 3/4	45.74
152	4	46.43
153	2	46.685
153	7	46.81
154	-	46.94
154	4 3/4	47.06
154	7	47.115
154	9 3/4	47.185
155	2 1/2	47.305
155	7 1/2	47.435
156	0 1/4	47.555
156	5 1/4	47.68
156	10 1/4	47.81
156	10 1/2	47.815
157	4 1/4	47.96
157	10 1/2	48.12
158	4 1/2	48.275

 CONVERSION TABLE ADDED IN  
REGISTRAR GENERAL'S DEPARTMENT

DP 8528 CONTINUED

FEET	INCHES	METRES
159	1 1/2	48.5
161	4 3/4	49.195
163	8	49.885
165	11 1/2	50.58
168	2 1/2	51.27
170	6	51.97
172	9 1/4	52.66
175	0 1/4	53.35
294	11	89.89
298	2	90.88
320	-	97.54
340	1 1/2	103.67
1153	2	351.49

AC RD P SQ M

-	-	2.2	55.6
-	-	17	430
-	-	17 1/4	436.3
-	-	21	531.1
-	-	21 1/4	537.5
-	-	21 1/2	543.8
-	-	21 3/4	550.1
-	-	22	556.4
-	-	22 1/2	569.1
-	-	22 3/4	575.4
-	-	23	581.7
-	-	23 1/2	594.4
-	-	23 3/4	600.7
-	-	24	607
-	-	24 1/2	619.7
-	-	24 3/4	626
-	-	25	632.3
-	-	25 1/2	645
-	-	26	657.6
-	-	26 1/2	670.3
-	-	27	682.9
-	-	28 3/4	727.2
-	-	29	733.5
-	-	29 1/4	739.8
-	2	22 3/4	2599
2	-	28 1/2	8815

RP 13 STAMP DUTY  
 15 FEB 1902 15 26 S937430

\$1  
 EW SOUTH  
 \$ = 0100  
 STAMP DUTY



OFFICE USE ONLY		
2	303	X
\$ 24		

**TRANSFER**

REAL PROPERTY ACT, 1900  
 (See Instructions for Completion on back of form)

DESCRIPTION OF LAND Note (a)	Torrents Title Reference VOLUME 6302 FOLIO 38	# Part Only, Deeds, Wills, and Gift Details PART of the land being Lot 132 in Deposited Plan 621784. <i>9</i>	Location MATRAVILLE <i>Now being whole of land comprised in Cert. of Title, Vol 44675 Fol. 53</i>
	TRANSFEROR Note (b) G. & M. SOLANO PTY. LIMITED <i>(see marginal note.)</i>		OFFICE USE ONLY N

ESTATE Note (c)  
 (the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 85,500.00 and transfers an estate in fee simple in the land above described to the TRANSFEREE

TRANSFEREE Note (b)	MICHELLE MARY KURTZ of 66 Alma Road, Maroubra, Married Woman.	OFFICE USE ONLY S
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TENANCY Note (d)  
 as joint tenants/tenants in common

PRIOR ENCUMBRANCES Note (e)  
 subject to the following PRIOR ENCUMBRANCES 1. \_\_\_\_\_ 2. \_\_\_\_\_

DATE OF TRANSFER 9th FEBRUARY 1982

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

EXECUTION Note (f)  
 Signed in my presence by the transferor who is personally known to me  
 THE COMMON SEAL of G. & M. SOLANO  
 Signature of Witness  
 PTY. LIMITED was hereunto affixed in pursuance of a Resolution of the Board  
 Name of Witness (BLOCK LETTERS)  
 of Directors and in the presence of;  
 Address and occupation of Witness  
 Signed in my presence by the transferee who is personally known to me  
 Signature of Witness  
 Name of Witness (BLOCK LETTERS)  
 Address and occupation of Witness

*G. Solano*  
*Director*  
  
 Signature of Transferor

*John Francis McDarra*  
 Solicitor for  
 John Francis McDarra

TO BE COMPLETED BY LODGING PARTY Notes (g) and (h)	LODGED BY DAWSON WALDRON SOLICITORS 60 MARTIN PLACE, SYDNEY, 2000 238V	LOCATION OF DOCUMENTS CT OTHER <i>Authorised</i> <i>J</i>	Herewith, <u>CITV</u> In R.G.O. with <u>12/3/82</u> Produced by _____
	OFFICE USE ONLY Extra Fee Checked by <i>WJ</i>	REGISTERED 11-3-1982 <i>Sei</i> Registrar General 	

*May be accepted withstanding discrepancy between name of transferor and seal*

*RMI*  
*23*

RP 13

**INSTRUCTIONS FOR COMPLETION**

This dealing should be marked by the Commissioner of Stamp Duties before lodgment at the Registrar General's Office.  
 Typewriting and handwriting should be clear, legible and in permanent black non-copying ink.  
 Alterations are not to be made by erasure; the words rejected are to be ruled through and initialed by the parties to the dealing.  
 If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.  
 If it is intended to create easements, covenants, &c., use forms RP13A, RP13B, RP13C as appropriate.  
 Rule up all blanks.

The following instructions relate to the SIDE NOTES on the form.

- (a) Description of land:
  - (i) TORRENS TITLE REFERENCE.—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for the land being transferred, e.g. 135/SP12345 or Vol. 8514 Fol. 126.
  - (ii) PART/WHOLE.—If part only of the land in the folio of the Register is being transferred, delete the word "WHOLE" and insert the lot and plan number, portion, &c. See also sections 327 and 327AA of the Local Government Act, 1929.
  - (iii) LOCATION.—Insert the locality shown on the Certificate of Title/Crown Grant, e.g. at Chullora. If the locality is not shown, insert the Parish and County, e.g. Ph. Lismore Co. Rous.
- (b) Show the full name, address and occupation or description.
- (c) If the estate being transferred is a lesser estate than an estate in fee simple, delete "fee simple" and insert appropriate estate.
- (d) Delete if only one transferee. If more than one transferee, delete either "joint tenants" or "tenants in common", and, if the transferees hold as tenants in common, state the shares in which they hold.
- (e) In the memorandum of prior encumbrances, state only the registered number of any mortgage, lease, charge or writ to which this dealing is subject.
- (f) Execution:
  - GENERALLY (i) Should there be insufficient space for execution of this dealing, use an annexure sheet.
  - (ii) The certificate of correctness under the Real Property Act, 1900, must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he is personally known.
  - ATTORNEY (iii) If the transfer is executed by an attorney for the transferor/transferee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his authority, e.g. "AB by his attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No. , and I declare that I have no notice of the revocation of the said power of attorney".
  - AUTHORITY (iv) If the transfer is executed pursuant to an authority (other than specified in (iii)) the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.
  - CORPORATION (v) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g. in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his position (e.g. director, secretary) in the corporation.
- (g) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.
- (h) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration, pbte for probate, L/A. for letters of administration, &c.

**OFFICE USE ONLY**

DIRECTION: PROP		FIRST SCHEDULE DIRECTIONS							
No. OF NAMES:									
(A)	FOLIO IDENTIFIER	(B) No.	(C) SHARE	(D)	(E)	NAME AND DESCRIPTION			
SECOND SCHEDULE & OTHER DIRECTIONS									
(F)	FO: O IDENTIFIER (OR RECD. DEALING & FOLIO IDENTIFIER)	(G) DIRECTION	(H) NOTFN TYPE	(I)	(J) DEALING NUMBER	(K)	DETAILS		

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# PLANNING CERTIFICATE

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

InfoTrack Pty Ltd  
DX 578  
SYDNEY NSW

**Description of land:** Lot 132 DP 621784

**Address:** 145 Perry Street, MATRAVILLE NSW 2036

**Date of Certificate:** 12 March 2025

**Certificate No:** 72782

**Receipt No:** 5637749

**Amount:** \$69.00

**Reference:** 25134:93500

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

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

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

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

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



## INFORMATION PROVIDED UNDER SECTION 10.7 (2)

In accordance with the requirements of section 10.7 of the Environmental Planning and Assessment Act 1979 and Schedule 2 of the Environmental Planning and Assessment Regulation 2021 (as amended), the following prescribed matters relate to the land as at the date of this certificate. The information provided in reference to the prescribed matters has been obtained from Council's records and/or from other authorities/government department. The absence of any reference to a matter affecting the land shall not imply that the land is not affected by that matter not referred to in this certificate. Council provides the information in good faith but disclaims all liability for any omission or inaccuracy. Please contact Council's Strategic Planning team on 1300 722 542 for further information about this Planning Certificate.

### 1 Names of relevant planning instruments and DCPs

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

#### State Environmental Planning Policies (SEPPs)

- [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 \(Resilience and Hazards\) 2021](#)
- [State Environmental Planning Policy \(Resources and Energy\) 2021](#)
- [State Environmental Planning Policy \(Sustainable Buildings\) 2022](#)
- [State Environmental Planning Policy \(Transport and Infrastructure\) 2021](#)

**Note:** Any questions regarding State Environmental Planning Policies and Regional Environmental Plans should also be directed to the Department of Planning, Housing and Infrastructure on 1300 305 695 or [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au).

#### Local Environmental Plan (LEP) Gazetted 15 February 2013

- **Randwick LEP 2012 (Amendment No1) - Gazetted 21 November 2014**  
Applies to part of Royal Randwick Racecourse (identified as "Area A" on the LEP Additional Permitted Uses Map). Permits additional uses of hotel or motel accommodation, serviced apartments and function centres with development consent.
- **Randwick LEP 2012 (Amendment No2) - Gazetted 2 April 2015**  
Applies to land at Young Street Randwick – Inglis Newmarket Site (shown as Area 1 on the LEP Key Sites Map). Amendment to planning controls, including zoning, height of buildings, heritage items and heritage area, FSR (subject to new Clause 6.16) and inclusion of the site as a Key Site.
- **Randwick LEP 2012 (Amendment No3) - Gazetted 15 July 2016**  
Amends Schedule 1 to include 'childcare centre' as an additional permitted use (with development consent) at 270 Malabar Road, Maroubra (Lot 3821, DP 752015).
- **Randwick LEP 2012 (Amendment No4) - Gazetted 25 January 2018**  
Applies to part of the land at 1T Romani Way, MATRAVILLE (Lot 1 DP 107189). Amendment to planning controls, including zoning, height of buildings and FSR.
- **Randwick LEP 2012 (Amendment No5) - Gazetted 17 August 2018**



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

• **Randwick LEP 2012 (Amendment No 6) – Gazetted 22 February 2019**

Applies to the following land in Coogee, 38 Dudley Street (Lot 17 DP 6489), 40 Dudley Street (Lot 18 DP 6489), 42 Dudley Street (Lot 19 DP 6489), 44 Dudley Street (Lot 20 DP 6489 & Lot 1 DP 952229), 46 Dudley Street (Lot 2 in DP 952229) and 122 Mount Street (Lot 22 DP 6489) by incorporating these properties into the Dudley Street Heritage Conservation Area. Further, 38 Dudley Street (Lot 17 DP 6489), 42 Dudley Street (Lot 19 DP 6489), 44 Dudley Street (Lot 20 DP 6489 & Lot 1 DP 952229) and 122 Mount Street (Lot 22 DP 6489) have been listed as local heritage items in Schedule 5 the Randwick LEP 2012.

• **Randwick LEP 2012 (Amendment No 7) – Gazetted 10 July 2020**

Applies to the following land in Coogee, 39 Dudley Street (Lot B DP 301192), 41 Dudley Street (Lot C DP 301192) and 148 Brook Street (Lot B DP 305284) which have now been listed as Local Heritage Items in Schedule 5 the Randwick LEP 2012.

• **Randwick LEP 2012 (Amendment No. 8) - Gazetted 14 August 2020**

Applies to all land located within the Kensington and Kingsford town centres. Amendment to planning controls to include maximum height of buildings, FSR, Non-residential FSR, active street frontages, affordable housing inclusionary zoning, a Community Infrastructure Contribution, design excellence and architectural competition requirements and inclusion of the following land in the B2 Local Centre zone: 7 Addison Street KENSINGTON NSW 2033 (SP 11800), 157 Todman Avenue KENSINGTON NSW 2033 (SP 45348), 16,18 & 20 Barker Street, KENSINGTON NSW 2033 (Lot 1 DP 950767, Lot 1 DP 954209 & SP 65941), 582-584 Anzac Parade KINGSFORD NSW 2032 (Lot 1 DP 516025), 586-592 Anzac Parade KINGSFORD NSW 2033 (Lot 1 DP 942606, Pt Lot 1 DP 949009), 63 Harbourne Road, KINGSFORD NSW 2032 (SP 39850) and 12,14,16 & 18 Rainbow Street KINGSFORD NSW 2032 (Lot 13 DP 6134, SP 45197, Lot 15 DP 6134 & Lot 16 DP 6134).

• **Randwick LEP 2012 (Amendment No 9) – Gazetted 18 August 2023**

Amends and applies key changes including revisions to Minimum Lot Size for Subdivision, new and expanded Heritage Conservation Areas (HCAs) and Heritage Items, new medium density housing areas, numerous Zone alignments along with LEP changes comprising Open Space and Recreation Environmental Resilience and Housekeeping changes:

- New planning controls (zoning, height of building and FSR) in five identified Housing Investigation Areas (HIAs) proximate to the light rail alignment or town and strategic centres
- Application of an Affordable Housing Contribution Scheme in the five Housing Investigation Areas
- Changes to controls for the construction and subdivision of attached dual occupancies in the R2 Low Density Residential zone
- New Heritage Items, a new HCA, a new archaeological site, and a boundary adjustment to an HCA
- Controls to promote environmental resilience
- Strengthening of open space requirements and creation of new open space zones
- Changes to zone objectives and new exempt development provisions to support a diverse, safe and inclusive night time economy
- New planning controls including changes to zoning and density of 5 neighbourhood clusters zoned residential to protect existing shops and businesses
- A new E1 employment zone inside the Kingsford South HIA
- Updating land zoning and development control maps to reflect the Randwick Hospital Expansion area and the Randwick Racecourse (Light Rail Stabling Yard)
- Rezoning and increased development standards for several sites based on owner-initiated rezoning requests; and
- Housekeeping amendments to correct zoning and boundary anomalies.

• **Randwick LEP 2012 (Amendment No 10) – Gazetted 28 April 2023**



Applies to 11A Marcel Avenue Coogee (Lot 51 DP 318884) which has been listed as a Local Heritage Item in Schedule 5 of the Randwick LEP 2012. Further, the boundary of the adjacent Moira Crescent Heritage Conservation Area is extended to incorporate the property at 11A Marcel Avenue Coogee.

- **Randwick LEP 2012 (Amendment No 11) – Gazetted 08 December 2023**

Applies to the following land in Coogee, 1 Berwick Street (Lot A, DP 313214) and 3 Berwick Street (Lot B, DP 313214) which have now been listed as Local Heritage Items in Schedule 5 of the Randwick LEP 2012.

**Development control plans that apply to the carrying out of development on the land**

- **Randwick DCP adopted by Council on the 28 May 2013 and came into effect on the 14<sup>th</sup> of June 2013**  
Provides detailed planning controls and guidance for development applications
- **Randwick DCP Stage 1 update adopted by Council on the 27 June 2023 and came into effect on 1st September 2023**  
Replaces DCP 2013 Parts B2 Heritage, C1 Low Density Residential and E2 Randwick Education and Health Specialised Centre with updated Parts and introduces new Part E7 Housing Investigation Areas

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

- **None**

(3) *Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—*

- (a) *it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or*
- (b) *for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.*

(4) *In this section—*

**proposed environmental planning instrument** means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

## **2 Zoning and land use under relevant LEPS**

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

- (a) *The identity of the zone, whether by reference to —*
  - (i) *a name, such as "Residential Zone" or "Heritage Area", or*
  - (ii) *a number, such as "Zone No 2 (a)",*
- (b) *the purposes for which development in the zone—*
  - (i) *may be carried out without development consent, and*
  - (ii) *may not be carried out except with development consent, and*
  - (iii) *is prohibited,*

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

### **1. Objectives of zone**

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.



- To recognise the desirable elements of the existing streetscape and built form or, in precincts undergoing transition, that contribute to the desired future character of the area.
- To protect the amenity of residents.
- To encourage housing affordability.
- To enable small-scale business uses in existing commercial buildings.

## **2. Permitted without consent**

Home occupations; Recreation areas

## **3. Permitted with consent**

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

## **4. Prohibited**

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

*(c) whether additional permitted uses apply to the land,*

The land IS NOT subject to any additional permitted uses.

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

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

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

The land DOES NOT include or comprise a critical habitat area under the Biodiversity Conservation Act 2016.

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

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

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

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

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

## **3 Contributions plans**

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

*(2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area.*

Randwick City Council Section 7.12 Development Contributions Plan (effective 31 July 2024).



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#### **4 Complying Development**

*(1) If the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.*

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

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

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

#### **Housing Code**

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

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#### **Low Rise Housing Diversity Code**

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

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#### **Rural Housing Code**

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

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#### **Housing Alterations Code**

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

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#### **General Development Code**

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

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#### **Industrial and Business Alterations Code**

Complying development under the Commercial and Industrial Alteration Code **MAY** be carried out on the land.

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#### **Industrial and Business Buildings Code**

Complying development under the Commercial and Industrial (New Buildings and Additions) Code **MAY** be carried out on the land.

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#### **Container Recycling Facilities Code**

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



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### **Subdivisions Code**

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

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### **Demolition Code**

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

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### **Fire Safety Code**

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

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A copy of the Codes SEPP is available at [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au). For further information please call the Department of Planning, Housing and Infrastructure on Free call 1300 305 695 or [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au).

**Note:** To be complying development, the development must meet the General requirements set out in clause 1.18 of the State Environment Planning Policy (Exempt and Complying Development Codes) 2008. Development must also meet all development standards set out in the relevant code.

**Note:** This information needs to be read in conjunction with the whole of the State Environment Planning Policy. If an identification, restriction or characteristic of land referred to above is not located on or does not comprise, the whole of the relevant land, complying development may be carried out on any part of the land not so identified, restricted or characterised.

**Note:** Information regarding whether the property is affected by flood related development controls or is bushfire prone land is identified in other sections of this certificate. If your property is identified as being impacted by bushfire or flooding, a specific technical assessment of these issues will be required as part of any Complying Development Certificate application under the State Environment Planning Policy, or a development application for any other type of development requiring consent from Council.

**Note:** Despite any references above advising that Complying Development may be undertaken on the land, certain Complying Development may be precluded from occurring on the land due to requirements contained in the remainder of State Environment Planning Policy (Exempt and Complying Development Codes) 2008. It is necessary to review the State Environment Planning Policy in detail to ensure that specific types of complying development may be undertaken on the land.

## **5 Exempt Development**

(1) If the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

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

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

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

### **Division 1 General Code**

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

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### **Division 2 Advertising and Signage Code**



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

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### **Division 3 Temporary Uses and Structures Code**

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

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### **Division 4 Special Provisions – COVID 19**

Repealed

**Note:** Despite any references above advising that Exempt Development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is necessary to review the State Environmental Planning Policy in detail to ensure that specific types of exempt development may be undertaken on the land.

**Note:** Under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, demolition of a heritage item, draft heritage item, in a heritage conservation area, or a draft conservation area is not permitted.

**Note:** In heritage conservation areas and draft heritage conservation areas, some exempt development types may be restricted to the rear yard only.

## **6 Affected building notices and building product rectification orders**

(1) *Whether the council is aware that—*

- (a) *an affected building notice is in force in relation to the land, or*
- (b) *a building product rectification order is in force in relation to the land that has not been fully complied with, or*
- (c) *a notice of intention to make a building product rectification order given in relation to the land is outstanding.*

(2) *In this section—*

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

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

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

## **7 Land reserved for acquisition**

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

### State Environmental Planning Policies

Council is unable to provide any site-specific information on the provisions of any State Environmental Planning Policy regarding the acquisition of land. Information on State Environmental Planning Policies listed in this certificate is available at NSW Legislation – In force legislation. Any enquiries regarding State and Regional Environmental Planning Policies should be directed to the Department of Planning, Housing and Infrastructure's website.

### Draft State Environmental Planning Policies

Council is unable to provide site-specific information on the provisions of any draft State Environmental Planning Policy regarding the acquisition of land. Information on the draft State Environmental Planning Policies listed in this certificate is available on the Department of Planning, Housing and Infrastructure Have Your Say webpage for Draft plans and policies. Any enquiries regarding State and Regional Environmental Planning Policies should be directed to the Department of Planning, Housing and Infrastructure's website.



#### Local Environmental Plan

The land IS NOT affected by any environmental planning instrument or proposed environmental planning instrument referred to in section 1 that 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.

### 8 Road widening and road realignment

Whether the land is affected by road widening or road realignment under—

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

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

(b) an environmental planning instrument, or

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

(c) a resolution of the Council.

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

**Note:** This item relates to Council's road proposals only. Other authorities, including Transport for NSW may have road widening proposals.

### 9 Flood related development controls

(1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

**Yes.**

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

**Yes.**

(3) In this section—

**flood planning area** has the same meaning as in the Floodplain Development Manual.

**Floodplain Development Manual** means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

**probable maximum flood** has the same meaning as in the Floodplain Development Manual.

**Note:** The information provided in Item 9 is based on the data and information presently available to the Council and on development controls in force as at the date of this certificate. The identification of land as not being subject to flood related development controls does not mean that the land is not, or may not be, subject to flooding or that the land will not in the future be subject to flood related development controls, as additional data and information regarding the land become available.

Details relating to flood risk and flood planning levels may be provided on a Flood Level Certificate. The application form is available on Council's website.

### 10 Council and other public authority policies on hazard risk restrictions

(1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulphate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.



Council HAS NOT adopted a policy or been notified of any adopted policy of another public authority, that restricts development on the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence; salinity, coastal hazards, or sea level rise.

Council DOES HAVE adopted policies or has been notified of adopted policies of another public authority on matters relating to the risk of acid sulphate soils; contamination; low-lying lands; aircraft noise; Malabar Treatment Plant odour; and Former Matraville Incinerator land.

(2) *In this section—*  
**adopted policy** means a policy adopted—

(a) *by the Council, or*

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

(b) *by another public authority, if the public authority has notified the Council that the policy will be included in a planning certificate issued by the Council.*

The land **IS** affected by a policy adopted by a public authority as follows:

Acid Sulphate Soils Manual, which forms part of an 'all of government' approach to the management of acid sulphate soils in NSW. The manual provides information on the formation of acid sulphate soil, the likely effects if it is to be disturbed and best practice in the assessment and management of works undertaken in acid sulphate area. Acid Sulphate Soils Planning Maps have been prepared by the Department of Land and Water Conservation, and apply to Randwick City. The Manual and Maps are available to view at Council.

**For more information please see**

[www.randwick.nsw.gov.au/149-AcidSulfate](http://www.randwick.nsw.gov.au/149-AcidSulfate)



## **11 Bush fire prone land**

(1) *If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.*

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

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

## **12 Loose-fill asbestos insulation**

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

The land DOES NOT include any residential premises (within the meaning of the Home Building Act 1989, Part 8, Division 1A) that are listed on the register kept under that Division.

## **13 Mine subsidence**

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



The land IS NOT declared to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017.

#### **14 Paper subdivision information**

(1) *The name of a development plan adopted by a relevant authority that—*

- (a) *applies to the land, or Page 151 Environmental Planning and Assessment Regulation 2021 [NSW] Schedule 2 Planning certificates Published LW 17 December 2021 (2021 No 759)*
- (b) *is proposed to be subject to a ballot.*

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

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

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

#### **15 Property vegetation plans**

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

Council HAS NOT been notified of any property vegetation plan under the Native Vegetation Act 2003, Part 4 applying to the land.

#### **16 Biodiversity stewardship sites**

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

Council HAS NOT been notified that the land is a biodiversity stewardship site by the Biodiversity Conservation Trust.

**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.

#### **17 Biodiversity certified land**

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

The land IS NOT biodiversity certified land.

**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.

#### **18 Orders under Trees (Disputes Between Neighbours) Act 2006**

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

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



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

- (1) *If the Coastal Management Act 2016 applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the Local Government Act 1993, section 496B, for coastal protection services that relate to existing coastal protection works.*
- (2) *In this section—*  
**existing coastal protection works** *has the same meaning as in the Local Government Act 1993, section 553B.*

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

Not applicable.

**20 State Environmental Planning Policy (Western Sydney Aerotropolis) 2020**

*Whether under State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 the land is—*

- (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Policy, clause 19, or*
- (b) shown on the Lighting Intensity and Wind Shear Map, or*
- (c) shown on the Obstacle Limitation Surface Map, or*
- (d) in the "public safety area" on the Public Safety Area Map, or*
- (e) in the "3 kilometre wildlife buffer zone" or the "13 kilometre wildlife buffer zone" on the Wildlife Buffer Zone Map.*

Not applicable.

**21 Site compatibility certificates and conditions for seniors housing**

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

No.

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

- (1) *Whether there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—*
  - (a) the period for which the certificate is current, and*
  - (b) that a copy may be obtained from the Department.*
- (2) *If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, clause 21(1) or 40(1).*
- (3) *Any conditions of a development consent in relation to land that are of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1).*
- (4) *In this section— former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.*

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



**Contaminated Land Management Act 1997**

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

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

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

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

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

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

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

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

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

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

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

**Note.** Section 53B requires site auditors to furnish local authorities with copies of site audit statements relating to site audits for the purposes of statutory requirements.

**Stella Agagiotis**  
**Manager Strategic Planning**  
**1300 722 542**

Date: 12-Mar-2025



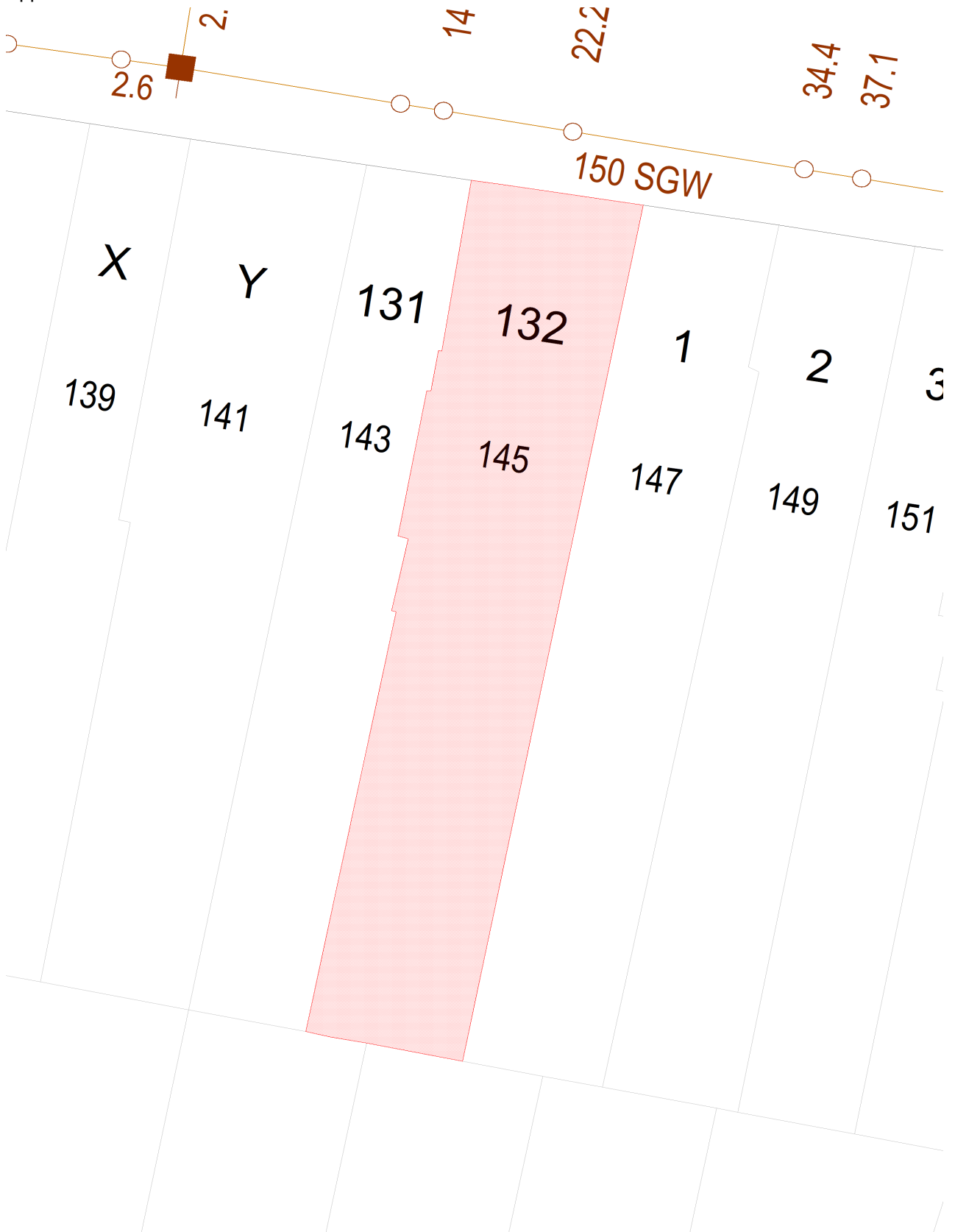
**NOTE:**

**Section 10.7(5) Matters:**

You may also wish to obtain advice on additional relevant matters affecting the land, under section 10.7(5) of the Environmental Planning and Assessment Act 1979. This advice relates to the following matters:

- Council resolutions to prepare draft local Environmental Plans.
- Terrestrial Biodiversity
- Foreshore Scenic Protection Areas
- Ground Water extraction embargo or water shortage area
- Ground water investigations of 128 Barker St. Randwick (Service Station)
- Flood Studies
- Resident Parking Schemes

**Service Location Print**  
Application Number: 8004144829



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**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

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

# Sewer Service Diagram

Application Number: 8004144830

**METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD.** H.S. 73

Diagram No. **119354** **SEWER AVAILABLE**

## Diagram of Sanitary Drainage

**Mr. E. A HOBBS** Municipality of **RANDWICK**

Notes :-

<ul style="list-style-type: none"> <li>☐ Boundary Trap</li> <li>■ Pit</li> <li>▨ G. I. Grease Interceptor</li> <li>☒ Gully</li> <li>☒ P.T. P. Trap</li> <li>☒ R.S. Reflux Sink</li> </ul>	<p style="text-align: center;">SYMBOLS AND ABBREVIATIONS.</p> <ul style="list-style-type: none"> <li>■ R.V. Reflux Valve</li> <li>○ Cleaning Eye</li> <li>○ Vert Vertical Pipe</li> <li>○ V.P. Vent Pipe</li> <li>○ S.V.P. Soil Vent Pipe</li> <li>DCC Down Cast Cowl</li> </ul>	<ul style="list-style-type: none"> <li>I.P. In duct Pipe</li> <li>M.F. Mica Flap</li> <li>T. Tubs</li> <li>K.S. Kitchen Sink</li> <li>W.C. Water Closet</li> <li>B.W. Bath Waste</li> <li>Bsn. Basin</li> <li>Shr. Shower</li> <li>W.I.P. Wrought Iron Pipe</li> <li>C.I.P. Cast Iron Pipe</li> <li>F.W. Floor Waste</li> </ul>
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EXISTING drainage shown by broken black lines. New drainage shown by full blue lines.

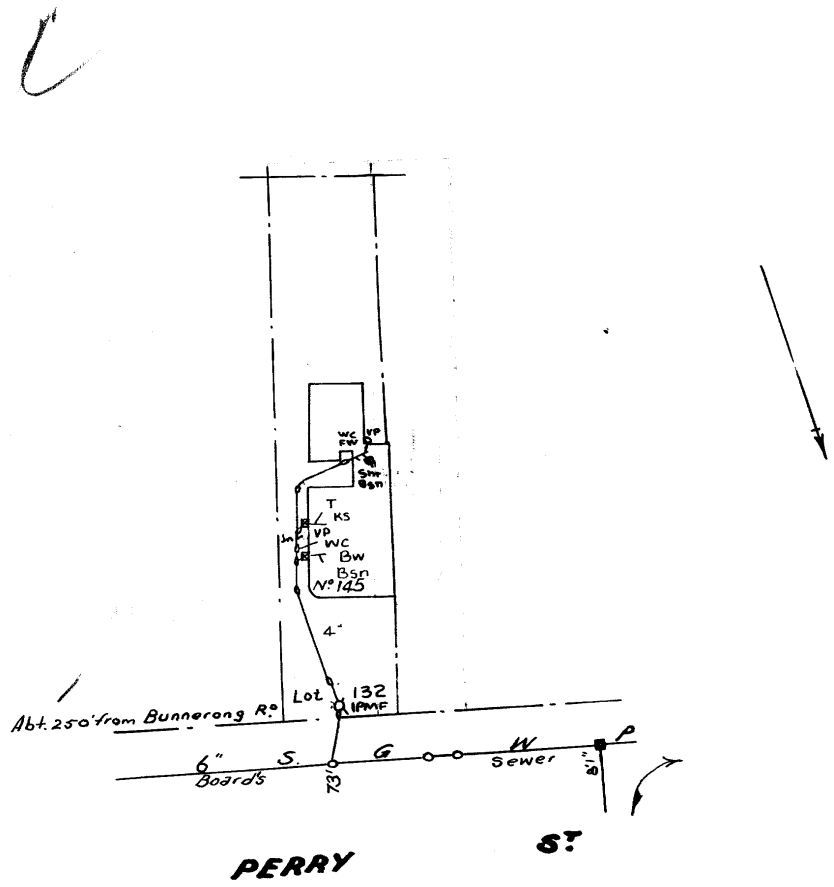
This diagram is the property of the Proprietor, and is to be returned to him on completion of the work. Certificates for drainage and sanitary plumbing may be obtained on application at the office of the Board by the Drainer or Plumber concerned.

The Junction Side Line is about \_\_\_\_\_ feet from the downstream manhole. Where junctions do not exist they will be supplied by the Board.

**The work must be carried out in accordance with the Board's By-laws and Regulations.**

Scale 40-ft. to 1-in.

The work will be tested from \_\_\_\_\_



1375 012

57/632

SHEET No. 2946

BTR

..... 19 .....

for Engineer-in-Chief

Document generated at 12-03-2025 10:11:27 AM

**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**.

# RESIDENTIAL TENANCY AGREEMENT

(Residential Tenancies Act — 1987)

This Agreement is in 2 parts:

Part 1 — Sets out the terms of the agreement.

Part 2 — Contains the residential premises condition report.

## PART 1 — PAGE 1

THIS AGREEMENT is made on 26.../07/90... at MATRAVILLE..... N.S.W.

LANDLORD..... MARY KURTZ.....

..... G/ AGENT.....

WHOSE AGENT IS ..... NATIONWIDE REALTY MATRAVILLE.....

..... 462 BUNNERONG ROAD.....

..... MATRAVILLE..... M.S.W..... 2036.....

TENANT ..... CHRISTINE TAYLOR.....

..... 1 SOMME WAY, MATRAVILLE NSW 2036.....

PREMISES. The landlord gives the tenant the right to occupy the premises at 2/145 PERRY ST, MATRAVILLE

which are furnished or unfurnished (cross out if not needed) and the following parking space and storage room (cross out if not needed)

..... ONE BEDROOM GARDEN FLAT, ..

The furniture and furnishings set out in the condition report are included.

No more than ONE (1)..... persons may occupy the premises.

RENT. The rent is \$ 130.00..... payable every WEEK..... starting on 27.../07/90.....

The tenant pays in advance on FRIDAY..... of every WEEK..... to the landlord or

the landlord's agent at ..... 462 BUNNERONG ROAD, MATRAVILLE NSW 2036.....

or any other reasonable place the landlord names in writing or into an account named by the landlord.

TERM. The term of this agreement is ...SIX (6) MONTHS..... beginning on 27.../07/90.....

and ending on 25.../01.../91.....

CONTINUATION. (Cross out if not needed.) At the end of the term the tenant can stay in the residential premises at the same rent (or at an increased rent if the rent is increased in accordance with the Residential Tenancies Act 1987) but otherwise under the same terms unless or until the agreement is ended in accordance with the Residential Tenancies Act 1987.

RENTAL BOND. (Cross out if a bond is not needed.) A Rental Bond of \$ 520.00..... must be paid by the tenant to the landlord or the landlord's agent on or before signing this agreement.

TRADEPERSON/S (see "Urgent Repairs", clause 13) .....

..... (Electrician)

..... "REFER TO AGENT" (Plumber)

# (ATTACH PART 1 PAGE 1 HERE)

This Agreement is in 2 parts:  
 Part 1 — Sets out the terms of the agreement.  
 Part 2 — Contains the residential premises condition report.

## RESIDENTIAL TENANCY AGREEMENT

(Residential Tenancies Act — 1987)

### THE AGREEMENT

#### 1. The landlord agrees to give the tenant:

- 1.1 a copy of this agreement at or before the time the agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf; and
- 1.2 a copy of the agreement, signed by both the landlord and the tenant, as soon as reasonably practicable.

### RENT

#### 2. The tenant agrees to pay rent on time.

### PAYMENT OF COUNCIL RATES, WATER RATES, LAND TAX AND OTHER CHARGES

#### 3. The landlord agrees to pay:

- 3.1 Council rates; and
- 3.2 water rates (except where this agreement contains an additional term about charges made under the "user pays" billing system); and
- 3.3 land taxes; and
- 3.4 charges under any other Act for the residential premises except for:
  - 3.4.1 electricity; and
  - 3.4.2 gas; and
  - 3.4.3 excess water; and
- 3.5 any other charges set out in the additional terms of this agreement, which are payable by the tenant under the Residential Tenancies Act 1987 or the regulations under that Act (for example, septic tank pump out or excess garbage or sanitary charges).

#### 4. The tenant agrees to pay:

- 4.1 for electricity; and
- 4.2 for gas; and
- 4.3 for excess water used during the term of this agreement; and
- 4.4 any other charges set out in the additional terms of this agreement, which are payable by the tenant under the Residential Tenancies Act 1987 or the regulations under that Act (for example, septic tank pump out or excess garbage or sanitary charges).

### POSSESSION OF THE PREMISES

#### 5. The landlord agrees:

- 5.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed; and
- 5.2 there is no legal reason that the landlord knows about, or should know about when signing this agreement, why the premises cannot be used as a residence for the term of this agreement.

### TENANT'S RIGHT TO QUIET ENJOYMENT

#### 6. The landlord agrees:

- 6.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord; and
- 6.2 that the landlord or the landlord's agent will not interfere, or cause or permit any interference, with the reasonable peace, comfort or privacy of the tenant in using the premises.

### USE OF THE PREMISES

#### 7. The tenant agrees:

- 7.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose; and
- 7.2 not to cause or permit a nuisance; and
- 7.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours.

### LANDLORD'S ACCESS TO THE PREMISES

#### 8. The landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:

- 8.1 in an emergency (including entry for the purpose of carrying out urgent repairs); or
- 8.2 if the tenant agrees; or
- 8.3 if the Tribunal so orders; or
- 8.4 if there is good reason for the landlord to believe the premises are abandoned; or
- 8.5 to inspect the premises, if the tenant gets 7 days notice (no more than 4 inspections are allowed in any period of 12 months); or
- 8.6 to carry out necessary repairs, if the tenant gets 2 days notice on each occasion; or
- 8.7 to show the premises to prospective buyers or mortgagees on a reasonable number of occasions, if the tenant gets reasonable notice on each occasion; or
- 8.8 to show the premises to prospective tenants on a reasonable number of occasions, if the tenant gets reasonable notice on each occasion. (This is only allowed during the last 14 days of the agreement).
- 8.9 A person must not enter the residential premises under clause 8.5, 8.6, 8.7 or 8.8:
  - 8.9.1 on a Sunday or a public holiday, unless the tenant agrees; and
  - 8.9.2 except between the hours of 8.00 am and 8.00 pm, unless the tenant agrees.
- 8.10 Except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

## CLEANLINESS, REPAIRS AND DAMAGE TO THE PREMISES

### 9. The landlord agrees:

- 9.1 to make sure the residential premises are reasonably clean and fit to live in; and
- 9.2 to keep the premises in reasonable repair, considering the age of, the amount of rent paid for and prospective life of the premises.

### 10. The tenant agrees:

- 10.1 to keep the residential premises reasonably clean; and
- 10.2 to notify the landlord as soon as practicable of any damage to the premises; and
- 10.3 not to intentionally or negligently cause or permit any damage to the premises; and
- 10.4 when the agreement ends, to leave the premises as nearly as possible in the same condition (fair wear and tear excepted) as set out in the premises condition report (see Part 2).

## ALTERATIONS AND ADDITIONS TO THE PREMISES

### 11. The tenant agrees:

- 11.1 not to attach any fixture or renovate, alter or add to the residential premises without the landlord's written permission; and
- 11.2 not to remove, without the landlord's written permission, any fixture attached by the tenant; and
- 11.3 to notify the landlord of any damage caused by removing any fixture attached by the tenant; and
- 11.4 to repair any damage caused by removing the fixture or compensate the landlord for the cost of repair, if the landlord asks.

12. The landlord agrees to compensate the tenant as soon as possible for the value of a fixture attached by the tenant if the landlord refuses to allow its removal.

## URGENT REPAIRS

13. The landlord agrees to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$500 or any other amount set out in the regulations under the Residential Tenancies Act 1987) the tenant has incurred for making urgent repairs (of the type set out below) so long as:

- 13.1 the damage was not caused as a result of a breach of this agreement by the tenant; and
- 13.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage; and
- 13.3 the tenant gives the landlord a reasonable opportunity to make the repairs; and
- 13.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs; and
- 13.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons; and
- 13.6 the tenant as soon as possible gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.
- 13.7 the type of urgent repairs to the residential premises for which the landlord agrees to make payment are repairs to:
  - 13.7.1 a burst water service; or
  - 13.7.2 a blocked or broken lavatory system; or
  - 13.7.3 a serious roof leak; or
  - 13.7.4 a gas leak; or
  - 13.7.5 a dangerous electrical fault; or
  - 13.7.6 flooding or serious flood damage; or

- 13.7.7 serious storm or fire damage; or
- 13.7.8 a failure or breakdown of the gas, electricity or water supply to the premises; or
- 13.7.9 a failure or breakdown of any essential service on the premises for hot water, cooking, heating or laundering; or
- 13.7.10 any fault or damage that causes the premises to be unsafe or not secure; or
- 13.7.11 any other damage listed in a regulation made under the Residential Tenancies Act 1987.

Tradesperson/s . . . (see front page)

## LOCKS AND SECURITY DEVICES

### 14. The landlord agrees:

- 14.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure; and
- 14.2 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency or an order of the Tribunal) unless the tenant agrees; and
- 14.3 to give the tenant a copy of the key or opening device or information to open any lock or security device which is added or altered, except where the tenant agrees not to be given a copy or the Tribunal so orders.

### 15. The tenant agrees:

- 15.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency or an order of the Tribunal) unless the landlord agrees; and
- 15.2 to give the landlord a copy of the key or opening device or information to open any lock or security device which is altered or added, except where the landlord agrees not to be given a copy or the Tribunal so orders.

## TENANT'S RESPONSIBILITY FOR THE ACTIONS OF OTHERS

16. The tenant agrees to be responsible to the landlord for any act or omission by any person the tenant allows on the residential premises who breaks any of the terms of the agreement.

## RIGHT TO ASSIGN RIGHTS OR SUB-LET

- 17. A tenant may with the landlord's prior permission assign the whole or part of the tenant's interest under this agreement or sub-let the residential premises.
- 18. The landlord agrees not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

## LANDLORD'S CHANGE OF ADDRESS

### 19. The landlord agrees:

- 19.1 if the residential address of the landlord changes, to give the tenant notice in writing of the change within 14 days, but only if the address is required to be given to the tenant by the Residential Tenancies Act 1987; and
- 19.2 if the name or business address of the landlord's agent changes or the landlord employs an agent, to give the tenant notice in writing of the change, or the agent's name or business address, as the case may be, within 14 days; and
- 19.3 if the landlord or landlord's agent is a corporation and the name of the secretary or other responsible agent of the corporation changes or the address of the registered office of the corporation changes, to give the tenant notice in writing of the change within 14 days.

**TENANT'S CHANGE OF ADDRESS (IF TENANT IS A CORPORATION OTHER THAN A STATUTORY CORPORATION)**

(This clause only applies if the tenant is a corporation other than a statutory corporation.)

20. The tenant agrees if the address of the registered office of the tenant changes, to give the landlord notice in writing of the changed address.

**COPY OF STRATA TITLE OR LEASEHOLD STRATA TITLE BY-LAWS TO BE PROVIDED**

21. The landlord agrees to give to the tenant within 7 days of entering into this agreement a copy of the by-laws applying to the residential premises if they are premises under the Strata Titles Act 1973 or a leasehold strata scheme under the Strata Titles (Leasehold) Act 1986.

Note: A copy of the strata title by-laws form part of the additional terms of this agreement.  
— see Schedule 1

**ADDITIONAL TERMS**

**TENANTS CARE AND USE OF THE PREMISES**

22. Further to clause 10, the tenant agrees:

- 22.1 To clean the premises regularly with special attention to the kitchen, bathroom and appliances;
- 22.2 To put nothing down any sink, toilet or drain likely to cause obstruction or damage;
- 22.3 To wrap up and place garbage in a suitable container;
- 22.4 To keep the grounds and garden tidy and free of rubbish;
- 22.5 To take special care of the items let with the premises including any furniture, furnishings and appliances;
- 22.6 To do no decorating that involves painting, marking or defacing the premises or fixing posters without the prior written consent of the landlord;
- 22.7 To keep no animals or birds on the premises without prior written consent of the landlord;
- 22.8 To ensure that nothing is done that may prejudice any insurance policy or increase the premium payable under any insurance policy held by the landlord in relation to the premises; and
- 22.9 to notify the landlord promptly of any infectious disease or the presence of rats, cockroaches, fleas or other pests and to arrange for their eradication or the fumigation of the premises.

**TELEPHONE SERVICE**

23. The tenant agrees:

- 23.1 To leave, in the same manner of connection or operation, any telephone service installed in the premises at the commencement of the agreement;
- 23.2 To compensate the landlord as soon as possible for any reconnection expenses incurred as a result of the tenant's actions or omissions;
- 23.3 To sign and deliver a transfer of the service to the landlord or as they may direct on termination of the agreement.

**RENTAL BOND**

24. The tenant agrees not to apply any rental bond towards payment of the rent without the prior written consent of the landlord.

**OCCUPANTS**

25. The tenant agrees:

- 25.1 Not to part with possession of the premises; and
- 25.2 To ensure that occupants and other persons who come on to the premises with the tenant's consent comply with the conditions of the agreement.

**TERMINATION**

26. The tenant agrees, upon termination of the agreement, to promptly and peacefully deliver up vacant possession of the premises, which shall include the handing over of all keys, and to notify the landlord or the landlord's agent of the tenant's forwarding address.

27. Notwithstanding any termination of the agreement, the tenant agrees to pay, as compensation to the landlord, an amount equivalent to the rent until such time as all keys are returned to the landlord or the landlord's agent.

28. The landlord and the tenant agree that:

- 28.1 Any action by the landlord or the tenant to terminate the agreement shall not affect any claim for compensation in respect of a breach of the agreement; and
- 28.2 The acceptance of or demand for rent or other money by the landlord after service of a termination notice does not operate as a waiver of that notice nor does it evidence the creation of a new tenancy.

**STATUTES, BY-LAWS AND SPECIAL CONDITIONS — FLATS**

29. The tenant agrees:

- 29.1 To observe all relevant statutes, statutory regulations and by-laws relating to health, safety, noise and other housing standards with respect to the premises; and
- 29.2 Where the premises are subject to the Strata Titles Act 1973, to observe and comply with the Strata Titles By-Laws set out in Schedule 1 of the agreement.
- 29.3 Where the premises are a flat (not subject to the Strata Titles Act 1973) the tenant agrees to comply with clauses 12 to 15, 17 to 24, 26, 27 and 29 of Schedule 1 of the agreement as if the words "a proprietor or occupier of a lot" were replaced with the words "the tenant", the words "another lot" with the words "another flat" and the words "the body corporate" with the words "the landlord".

**SCHEDULE 1  
STRATA TITLE BY-LAWS/  
SPECIAL CONDITIONS — FLATS**

- By-law 1. **Chairman, secretary and treasurer of body corporate.** The chairman, secretary and treasurer of the council shall also be respectively the chairman, secretary and treasurer of the body corporate.
- By-law 2. **Council's power to employ agents and servants.** A council may employ for and on behalf of the body corporate such agents and servants as it thinks fit in connection with the exercise and performance of the powers, authorities, duties and functions of the body corporate.
- By-law 3. **Notice-board.** A council shall cause a notice-board to be affixed to some part of the common property.
- By-law 4. **Notice of council meetings.** For not less than seventy-two hours ending immediately before the council holds a meeting it shall cause a notice of its intention to hold the meeting, containing a detailed agenda for the meeting to be displayed on the notice-board.

**By-law 4.A. Council meetings may be required to be convened.** The secretary of a body corporate or, in his absence, any member of the council shall convene a meeting of the council if he is requested so to do by not less than one-third of the members of the council, within the period of time, if any, specified in the request, and, where a member of the council other than the secretary is requested to convene a meeting of the council under this by-law, he may give, on behalf of the council, the notice required to be given under by-law 4.

**By-law 5. Voting in writing by members of council.** Where —

- (a) by-law 4 has been complied with in relation to any meeting;
- (b) the council has caused to be served on each member of the council a copy of any motion for a proposed resolution to be submitted at that meeting; and
- (c) any such resolution has been approved in writing by a majority of the members of the council.

The resolution shall, subject to section 74(3), be as valid as if it had been duly passed at a duly convened meeting of the council, notwithstanding that the meeting was not held.

**By-law 6. Proprietors' attendance at council meetings.** A proprietor or, where that proprietor is a corporation, any company nominee of that corporation, is entitled to attend a meeting of the council but may not address the meeting unless authorised by resolution of the council.

**By-law 7. Minute of certain resolutions to be included in council's minutes.** The council shall cause to be included in its minutes a minute of all resolutions passed pursuant to by-law 5.

**By-law 8. Display of minutes.** Unless each proprietor under the strata scheme has previously been provided with copies of the minutes referred to in paras (a) and (b), a council shall cause —

- (a) a copy of the minutes of a meeting of the council to be displayed on the notice board within seven days after that meeting; and
- (b) a copy of a minute of any resolution passed pursuant to by-law 5 to be so displayed within seven days after the passing thereof;

and to be kept so displayed for a period of not less than fourteen days.

**By-law 9. Acts, etc, of council valid notwithstanding vacancy, etc.** Any act or proceeding of a council done in good faith is, notwithstanding that at the time when the act or proceeding was done, taken or commenced there was —

- (a) a vacancy in the office of a member of the council; or
- (b) any defect in the appointment, or any disqualification of any such member, as valid as if the vacancy, defect or disqualification did not exist and the council were fully and properly constituted.

**By-law 10. Powers and duties of secretary of body corporate.** The powers and duties of a secretary of a body corporate include —

- (a) the preparation and distribution of minutes of meetings of the body corporate and the submission of a motion for confirmation of the minutes of any meeting of the body corporate at the next such meeting;

- (b) the giving on behalf of the body corporate and of the council of the notices required to be given under this Act;
- (c) the maintenance of the strata roll;
- (d) the supply of information on behalf of the body corporate in accordance with Section 70(1)(b);
- (e) the answering of communications addressed to the body corporate;
- (f) the convening of meetings of the council and (apart from its first annual general meeting) of the body corporate; and
- (g) attendance to matters of an administrative or secretarial nature in connection with the exercise or performance, by the body corporate or the council, of its respective functions.

**By-law 11. Powers and duties of treasurer of body corporate.** The powers and duties of a treasurer of a body corporate include —

- (a) the notifying of proprietors of any contributions levied pursuant to this Act;
- (b) the receipt, acknowledgement and banking of and the accounting for any money paid to the body corporate;
- (c) the preparation of any certificate applied for under section 70(1)(a); and
- (d) the keeping of the accounting records referred to in section 68(1)(g) and the preparation of the financial statements referred to in Section 68(1)(h).

**By-law 12. Noise.** A proprietor or occupier of a lot shall not upon the parcel create any noise likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property.

**By-law 13. Vehicles.** A proprietor or occupier of a lot shall not park or stand any motor or other vehicle upon common property except with the written approval of the body corporate.

**By-law 14. Obstruction of common property.** A proprietor or occupier of a lot shall not obstruct lawful use of common property by any person.

**By-law 15. Damage to lawns, etc, on common property.** A proprietor or occupier of a lot shall not —

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon common property; or
- (b) use for his own purposes as a garden any portion of the common property.

**By-law 16. (1) Damage to common property.** A proprietor or occupier of a lot shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the body corporate, but this by-law does not prevent a proprietor or person authorised by him from installing —

- (a) any locking or other safety device for protection of his lot against intruders; or
- (b) any screen or other device to prevent entry of animals or insects upon his lot, subject to the locking or safety device or the screen or other device, as the case may be, being installed in a workmanlike manner and subject to its appearance, after being installed, being in keeping with the appearance of the rest of the building.

(2) Notwithstanding section 68(1)(b), the proprietor of a lot shall maintain and keep in a state of good and serviceable repair any installation referred to in subclause (1) that serves the lot.

**By-law 17. Behaviour of proprietors and occupiers.** A proprietor or occupier of a lot when upon common property shall be adequately clothed and shall not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another lot or to any person lawfully using common property.

**By-law 18. Children playing on common property in building.** A proprietor or occupier of a lot shall not permit any child of whom he has control to play upon common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain upon common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

**By-law 19. Behaviour of invitees.** A proprietor or occupier of a lot shall take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property.

**By-law 20. Depositing rubbish, etc, on common property.** A proprietor or occupier of a lot shall not deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using the common property.

**By-law 21. Drying of laundry items.** A proprietor or occupier of a lot shall not, except with the consent in writing of the body corporate, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the body corporate for the purpose and there only for a reasonable period.

**By-law 22. Cleaning windows, etc.** A proprietor or occupier of a lot shall keep clean all glass in windows and all doors on the boundary of his lot, including so much thereof as is common property.

**By-law 23. Storage of inflammable liquids, etc.** A proprietor or occupier of a lot shall not, except with the approval in writing of the body corporate, use or store upon his lot or upon the common property any inflammable chemical, liquid or gas or other inflammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

**By-law 24. Moving furniture, etc, on or through common property.** A proprietor or occupier of a lot shall not transport any furniture or large object through or upon common property within the building unless he has first given to the council notice of his intention to do so sufficient in the circumstances to enable the council to arrange for its nominee to be present at the time when he does so.

**By-law 25. Floor coverings.** A proprietor of the lot shall ensure that all floor space within his lot (other than that comprising kitchen, laundry, lavatory or bathroom) is covered or otherwise treated to an extent sufficient to prevent the transmission therefrom of noise likely to disturb the peaceful enjoyment of the proprietor or occupier of another lot.

**By-law 26. Garbage disposal.** A proprietor or occupier of a lot —

- (a) shall maintain within his lot, or on such part of the common property as may be authorised by the body corporate, in clean and dry condition and adequately covered a receptacle for garbage;
- (b) shall ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained;
- (c) for the purpose of having the garbage collected shall, not more than twelve hours before the time at which garbage is normally collected, place the receptacle within an area designated for that purpose by the body corporate;
- (d) when the garbage has been collected shall promptly return the receptacle to his lot or other area referred to in paragraph (a);
- (e) shall not place any thing in the receptacle of the proprietor or occupier of any other lot except with the permission of that proprietor or occupier; and
- (f) shall promptly remove any thing which he or the garbage collector may have spilled from the receptacle and shall take such action as may be necessary to clean the area within which that thing was so spilled.

**By-law 27. (1) Keeping of animals.** Subject to section 58(12), a proprietor or occupier of a lot shall not, without the approval in writing of the body corporate, keep any animal upon his lot or the common property.

- (2) The body corporate shall not unreasonably withhold its approval of the keeping of an animal upon a lot or the common property.

**By-law 28. Notice of alteration to lot.** The proprietor of a lot shall not alter the structure of the lot without giving to the body corporate, not later than 14 days before commencement of the alteration, a written notice describing the proposed alteration.

**By-law 29. Appearance of lot.** The proprietor or occupier of a lot shall not, without the written consent of the body corporate, maintain within the lot anything visible from outside the lot, that, viewed from outside the lot, is not in keeping with the rest of the building.

(ATTACH ADDITIONAL TERMS & CONDITIONS HERE IF NECESSARY)

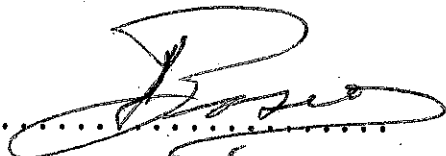
ANNEXURE "A" SPECIAL CONDITIONS

PREMISES: 2/145 PERRY STREET, MATRAVILLE NSW 2036

PARTIES: MARY KURTZ TO CHRISTINE TAYLOR

LEASE DATED: 26TH (THURSDAY) JULY, 1990

1. The lessee will not suffer or permit any waterbed to be taken into the said property without written approval.
2. In addition to previously listed covenants the tenant hereby agrees to pay the cost of rectifying faults of the following items which develop defects due to the tenants unreasonable use, abuse or neglect; blocked drains, window glass, door glass, mirrors, ceramic fittings, blinds, locks, latches, stove elements, gas burners, tap washers, garbage disposal units, rangehoods, dishwashers, heaters, clothes dryers, automatic garage doors and furthermore that the tenant undertakes to have the faults rectified in a tradesmanlike manner within seven (7) days of the faults becoming evident to the tenant, agent or landlord.
3. The tenant acknowledges that they are fully responsible for the cleaning, maintaining and/or replacement of Council's garbage bin allocated to the premises.

.....  


FOR & ON BEHALF OF THE:-

LANDLORD

MARY KURTZ

.....  


TENANT

CHRISTINE TAYLOR

SPECIAL CONDITIONS: ANNEXURE "A"

## NOTES

### ENDING THE AGREEMENT

This agreement can **only** be ended in one or more of the ways set out in the Residential Tenancies Act 1987. Any notice of termination must be in writing, give the required period of notice and set out the grounds for termination (if any).

The landlord may give a notice to the tenant ending the agreement by:

- delivering it personally to the tenant or a person who appears to be 16 years or older who usually pays the rent on behalf of the tenant; or
- delivering it to the residential premises occupied by the tenant and leaving it there for the tenant with some person who appears to be 16 years or older; or
- sending it by post to the residential premises occupied by the tenant.

A tenant may give notice to the landlord ending the agreement by:

- delivering it personally to the landlord, the landlord's agent or a person who appears to be 16 years or older who usually receives the rent on behalf of the landlord; or
- sending it by post or facsimile transmission to the landlord's usual place of residence or business or employment; or
- sending it by post or facsimile transmission to the landlord's agent at the agent's usual place of business.

Notice may be given to end this agreement because:

- the tenant has not paid the rent for 14 days; or
- the landlord or the tenant breaks the agreement; or
- the landlord or the tenant wants to give vacant possession at the end of the fixed term set out in the agreement.

If notice is given for these reasons **14 days** notice must be given.

Immediate notice may be given to end this agreement because the residential premises (other than as a result of a breach of the agreement) are destroyed, uninhabitable or are resumed.

If notice is given for some other reason and the tenancy is for a fixed term, notice may only be given **after** the fixed term has ended.

Notice may be given by the tenant to end this agreement without a reason specified in the Residential Tenancies Act 1987 and in such a case **21 days** notice must be given.

Notice may be given by the landlord to end this agreement without a reason specified in the Residential Tenancies Act 1987 and in such a case **60 days** notice must be given.

Notice may be given by the landlord to end this agreement (after the fixed term has ended) if the landlord has entered into a contract for the sale of the residential premises which requires vacant possession. In such a case **30 days** notice must be given.

A landlord can apply to the Tribunal to end this agreement without first giving notice:

- if the tenant has intentionally or recklessly caused or permitted serious damage to the residential premises or injury to the landlord, landlord's agent or neighbours (or persons permitted on adjoining or adjacent premises) or there is a real risk that this might happen.
- If in the special circumstances the landlord would suffer undue hardship if required to give notice. The landlord can be ordered to pay compensation to the tenant if the agreement is ended.

A tenant can apply to the Tribunal to end this agreement without first giving notice if the landlord breaks the agreement and in the special circumstances ending the agreement can be justified.

A person must not enter residential premises or any part of residential premises of which another person has possession under a residential tenancy agreement or as a former tenant holding over after the agreement has ended for the purpose of recovering possession of the premises or part of the premises **except** in accordance with a judgement, warrant or order of a court or an order of the Tribunal.

This agreement may also end in other circumstances set out in the Residential Tenancies Act 1987.

**Rent increases**

The landlord cannot increase the rent during the fixed term unless the agreement allows it.

The tenant must get **60 days** notice in writing if the landlord wants to increase the rent.

The tenant can apply to the Tribunal within **30 days** of getting the notice of the rent increase for an order that the rent increase is excessive, having regard to the general market level of rents for similar premises in similar locations.

If the landlord has reduced or withdrawn any goods, services or facilities, the tenant can at any time apply to the Tribunal for an order that the rent is excessive.

The landlord and tenant enter into this agreement and agree to all its terms.

**Definitions**

In this agreement:

**"landlord"** means the person who grants the right to occupy residential premises under this agreement, and includes the person's heirs, executors, administrators and assigns;

**"landlord's agent"** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:

- (a) the letting of residential premises; or
- (b) the collection of rents payable for any tenancy of residential premises;

**"regulations"** means regulations made under the Residential Tenancies Act 1987;

**"rental bond"** means money paid by the tenant as security to carry out this agreement; (The bond is deposited by the landlord with the Rental Bond Board.)

**"residential premises"** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence;

**"tenancy"** means the right to occupy residential premises under this agreement;

**"tenant"** means the person who has the right to occupy residential premises under this agreement, and includes the person's heirs, executors, administrators and assigns;

**"Tribunal"** means the Residential Tenancies Tribunal of New South Wales.

**PLEASE READ THIS AGREEMENT THROUGH CAREFULLY BEFORE AND AFTER SIGNATURE**

We hereby enter into this agreement and agree to all its terms.

SIGNED BY THE LANDLORD

In the presence of D. HOLT  
Name of Witness  
[Signature]  
Signature of Witness

FOR AND ON BEHALF OF THE LANDLORD:  
[Signature]  
Signature of Landlord

MARY KURTZ

SIGNED BY THE TENANT

In the presence of D. HOLT  
Name of Witness  
[Signature]  
Signature of Witness

C. Taylor  
Signature of Tenant

CHRISTINETTAYLOR

SIGNED BY THE TENANT

In the presence of .....  
Name of Witness  
.....  
Signature of Witness

.....  
Signature of Tenant

**NOTE**

- A. It is advisable for the landlord to take out a comprehensive policy of insurance covering his interest in the premises.
- B. It is advisable for the tenant to insure his own possessions and insure against his liability for public risk as the occupier.
- C. The tenant should make necessary arrangements with the appropriate authorities concerning the supply of services.

**WHERE TO GET HELP**

For information about this agreement or help with any tenancy problem telephone the Department of Housing **Tenancy Service**: Telephone: (02) 229 0011 Toll Free: (008) 45 1301

If you need an **Interpreter** telephone: Sydney: 221 1111, Newcastle: (049) 26 2912, Wollongong: (042) 28 3044.

They will contact the Tenancy Service for you.

**ENGLISH**

**ARABIC**

من اين تحصل على مساعدة للحصول على معلومات حول هذه الاتفاقية او على مساعدة عن حل احدى مشاكل الاستئجار اتصل هاتفيا بـ The Department of Housing **Tenancy Service** هاتف ٠٠٨ - ٤٥١٣٠١ - ٢٢٩ ٠٠١١ (٠٢) - ومجانا من اي مكان ٤٥١٣٠١ - ٢٢٩ ٠٠١١ (٠٢) - واذا كنت بحاجة الى مترجم اتصل ب: سدي ٢٢١ ١١١١ نيوكاسل ٢٦ ٢٩١٢ (٠٤٩) ولونغونغ ٢٨ ٣٠٤٤ (٠٤٢) وهم يقومون بالاتصال بخدمة Tenancy Service نيابة عنك.

**你向何處求助**

有關本合約或有關租賃問題的任何幫助，請電洽：房屋署租賃服務部 電話：(02) 229 0011 外地免費長途電話：(008) 45 1301

如果你需要傳譯人員請電：

雪梨：(02) 221 1111 紐卡索：(049) 26 2912 五龍岡：(042) 28 3044

他們會代你電洽租賃服務部

**CHINESE**

**GDJE MOŽETE DOBITI POMOC**

**CROATIAN**

Za informaciju u vezi ovog ugovora ili u vezi pomoći oko bilo kakvog stanarskog problema molimo telefonirajte Department of Housing **Tenancy Service**. Telefon: (02) 229 0011 Besplatan Poziv (Toll Free): (008) 45 1301

Ako trebate **Tumača** telefonirajte na sljedeće brojeve: Sydney: 221 1111, Newcastle: (049) 26 2912, Wollongong: (042) 28 3044. Oni će kontaktirati Stanarsku službu u Vaše ime.

**ΑΠΟ ΠΟΥ ΘΑ ΠΑΡΕΤΕ ΒΟΗΘΕΙΑ**

**GREEK**

Για πληροφορίες σχετικά με αυτή τη συμφωνία ή βοήθεια για οποιoδήποτε πρόβλημα ενοικίασεως τηλεφωνείστε στο Department of Housing **Tenancy Service**. Τηλέφωνο: (02) 229.0011 Δωρεάν Τηλέφωνο (Toll Free): (008) 45 1301

Εάν χρειάζεσθε **Διερμηνέα** τηλεφωνείστε:

Sydney: 221 1111, Newcastle: (049) 26 2912, Wollongong: (042) 28 3044.

Αυτοί θα επικοινωνήσουν με την Tenancy Service για λογαριασμό σας.

**A CHI RIVOLGERSI PER ASSISTENZA**

**ITALIAN**

Per informazioni su questo accordo o per ottenere assistenza se si hanno problemi relativamente ad un rapporto d'affitto, si può telefonare al **Tenancy Service** del Department of Housing. Numero telefonico: (02) 229 0011 Per chi chiama da fuori Sydney: (008) 45 1301

Chi avesse bisogno di un **Interprete** deve chiamare il Servizio telefonico interpreti ai seguenti numeri per farsi mettere in contatto con il Tenancy Service: Sydney: 221 1111, Newcastle: (049) 26 2912, Wollongong: (042) 28 3044.

**អង្គការ តែណង់ស៊ី**

**KHMER**

សម្រាប់ព័ត៌មានអំពីកិច្ចសន្យាឃីបត្រ ឬបញ្ហាផ្សេងៗទាក់ទងនឹងការឃីបត្រ តាមរយៈការសុំជំនួយពី អង្គការតែណង់ស៊ី : The Department of Housing **TENANCY SERVICE** : ទូរស័ព្ទ : 229-0011 ទូរស័ព្ទឥតគិតថ្លៃ : 008-451301

បើអ្នកត្រូវការអ្នកបកប្រែសម្រាប់ការសុំជំនួយស្រាប់តែ :

SYDNEY : 221-1111 ； NEWCASTLE : (049)26-2912

WOLLONGONG : (042)28-3044

ព័ត៌មានទាក់ទងនឹងការសុំជំនួយ ។

**KOREAN**

어디서 도움을 받을 수 있는가

본 계약에 관해, 알고 싶은 정보나 가족 임대차 문제에 대한 도움이 필요하다면, the Department of Housing 의 Tenancy Service 로 전화를 하십시오.

전화: 229-0011 위치 장거리 무료 전화: 008-451301

통역이 필요하면 다음 번호로 전화하십시오.

Sydney: 221-1111 Newcastle: (049) 26-2912

Wollongong: (042) 28-3044

그러면 통역은 여러분을 위해 Tenancy Service 로 직접 연락을 해 줄 것입니다.

**ຈະສອບຖາມການຊອບເຫຼືອໃດໆໃຫ້**

**LAOTIAN**

**MACEDONIAN**

ເພື່ອເອົາຂ່າວສອບຖາມກ່ຽວກັບຄຳສັນຍານີ້ ຫຼືການຊອບເຫຼືອໃນການພົບັນຫາຕ່າງໆ ທາງດ້ານການຢູ່ອາໄສເຮົາ ໃຫ້ໂທສະສັນເຮົາ, Department of Housing **TENANCY SERVICE** ນຳເປີໂທສະສັນ: 229-0011

ນຳເປີໂທສະສັນຕໍ່ໂບນີ ໃຊ້ໂທໂດຍບໍ່ຄວງຈ່າຍຄ່າໃຊ້ໂທສະສັນ: 008-451301

ຖ້າທ່ານຕ້ອງການ ນາຍນາສາ ໃຫ້ທ່ານໂທສະສັນນຳເປີໂທບໍ່ຄວງຄຸ້ມມື້:

SYDNEY: 221-1111

NEWCASTLE: (049) 26-2912

WOLLONGONG: (042) 28-3044

ບໍລິການຊອບເຫຼືອເປັນພາກນີ້ ຈະຕິດຕໍ່ກັບບໍລິການ TENANCY SERVICE ໃຫ້ທ່ານສະມີ

**КАДЕ ДА ПОБАРАТЕ ПОМОШ**

Za informaciju vo voska so ovaа согласност или помош за било какви станарски проблеми јавете се на телефон до Министерството за Станбени Грашања Department of Housing **Tenancy Service**. Телефон: 229-0011 — Бесплатно: 008-451301

Ako vi е потребен **Преведувач** јавете се на следните телефонски броеви: Sydney: 221-1111, Newcastle: (049) 26-2912, Wollongong: (042) 28-3044

Преведувачот ќе ја контактира Станарската Служба, Tenancy Service, за вас.

**MINN FEJN IGGIB L-GHAJNUNA**

**MALTESE**

Għal informazzjoni dwar dan il-ftehim jew għajnuna għal xi problema ta'kiri cempel the Department of Housing **Tenancy Service**:

Telefon: (02) 229 0011 Toll Free: (008) 45 1301

Jekk trid **Interpretu** cempel:

Sydney: 221 1111, Newcastle: (049) 26 2912,

Wollongong: (042) 28 3044.

Huma jikkuntattjaw lit- Tenancy Service ghalik.

**PERSIAN**

**محل کسب اطلاع وکمک**

برای کسب اطلاع در باره این موافقت نامه یا کمک در مورد مشکلات اجاره نشینی به سرویس اجاره نشینی وزارت مسکن The Department of Housing **Tenancy Service** تلفن کنید.

تلفن: ٢٢٩ ٠٠١١ - شماره مجاني: ٠٠٨ - ٤٥١٣٠١

اگر احتیاج به مترجم دارید به شماره های زیر تلفن کنید: سیدنی ٢٢١ ١١١١ نیوکاسل ٢٦ ٢٩١٢ (٠٤٩) ولونگانگ ٢٨ ٣٠٤٤ (٠٤٢)

آنها برای شما با سرویس اجاره نشینی تماس Tenancy Service خواهند گرفت.

**GDZIE UDAĆ SIĘ PO POMOC**

**POLISH**

Po informację w sprawie tej umowy lub po pomoc w przypadku problemów z wynajmem proszę dzwonić do Department of Housing **Tenancy Service**:

Zadzwoń pod number: (02) 229 0011 Połączenie Bezpłatne: (008) 45 1301

Jeżeli potrzebujesz pomocy **Tłumacza** zadzwoń pod numer:

Sydney: 221 1111, Newcastle: (049) 26 2912, Wollongong: (042) 28 3044.

Tłumacz połączy się z Tenancy Service w twoim imieniu.

**ONDE CONSEGUIR AJUDA**

**PORTUGUESE**

Para obter informações sobre este acordo ou ajuda para os problemas de locação telefone ao **Tenancy Service** do Department of Housing.

Telefone: (02) 229 0011 Chamada Grátis: (008) 45 1301

Se precisar de um **intérprete** telefone para: Sydney: 221 1111, Newcastle: (049) 26 2912, Wollongong: (042) 28 3044.

Os intérpretes chamarão o Tenancy Service para si.

**КОМЕ МОЖЕТЕ ДА СЕ ОБРАТИТЕ ЗА ПОМОЌ**

**SERBIAN**

За информацију у вези овог уговора или у вези помоћи око било каквог станарског проблема молимо назовите Department of Housing **Tenancy Service**.

Телефон: (02) 229 0011 Бесплатан Позив (Toll Free): (008) 45 1301

Ако Вам је потребан **Тумач** назовите следеће бројеве:

Sydney: 221 1111, Newcastle: (049) 26 2912, Wollongong: (042) 28 3044.

Они ће контактирати Станарску службу у Ваше име.

**DONDE OBTENER AYUDA**

**SPANISH**

Para obtener información sobre este acuerdo o ayuda en cualquier problema de arriendo, telefonée al **Tenancy Service** del Department of Housing.

Teléfono: (02) 229 0011 Libre de cargo: (008) 45 1301

Si Ud. necesita un **intérprete** telefonée a: Sydney: 221 1111, Newcastle: (049) 26 2912, Wollongong: (042) 28 3044.

Ellos se comunicarán con el Tenancy Service por Ud.

**NEREDEN YARDIM ALINABILIR**

**TURKISH**

Bu anlaşmayla ilgili bilgi veya kiracılık sorunlarıyla ilgili yardım için Department of Housing **Tenancy Service**'ne telefon ediniz.

Telefon: (02) 229 0011 Kent dışı telefonlar: (008) 45 1301

**Tercümana** ihtiyacınız varsa şu numaralara telefon ediniz:

Sydney: 221 1111, Newcastle: (049) 26 2912,

Wollongong: (042) 28 3044.

Sizin için Kiracılık Servisi ile ilişkiye geçeceklerdir.

**BẠN NHẬN ĐƯỢC GIÚP ĐỠ Ở ĐÂU**

**VIETNAMESE**

Muốn được tài liệu về hợp đồng này hoặc muốn được giúp đỡ trong mọi vấn đề về thuê nhà, xin điện thoại Department of Housing Tenancy Service:

Điện thoại: (02) 229 0011 Gọi xa miễn phí: (008) 45 1301

Nếu bạn cần **thông dịch viên**, hãy điện thoại: Sydney: 221 1111, Newcastle: (049) 26 2912, Wollongong: (042) 28 3044.

Sẽ có người liên lạc với Dịch vụ Thuê Nhà cho bạn.

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

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### Possession and tenancies

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

### Title

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

### Adjustments

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

### Survey and building

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

- (iii) please state the builder's name and licence number;
  - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
17. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
  - (b) Are there any party walls?
  - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

#### **Affectations**

20. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
  - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
  - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
  - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
  - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
  - (e) any realignment or proposed realignment of any road adjoining the Property?
  - (f) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
- 23.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
  - (b) If so, do any of the connections for such services pass through any adjoining land?
  - (c) Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

#### **Capacity**

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

#### **Requisitions and transfer**

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
28. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
29. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
30. The purchaser reserves the right to make further requisitions prior to completion.
31. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.