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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:	
vendor's agent	**JRE Property** **9 Warburton Street, Gymea NSW 2227** **Email: info@jreproperty.com.au**	**Phone:** **Ref:**	**9540 2222** **Luke Jeffree**
co-agent			
vendor	**Ian Hunter Irving and Nicole Irving** **26 Greenhaven Road, Grays Point NSW 2232**		
vendor's solicitor	**LJS Conveyancing Services Pty Ltd** **PO Box 81, Gymea NSW 2227** **Email: lisa@ljsconveyancing.com.au**	**Phone:** **Fax:** **Ref:**	**02 9526 6381** **02 9526 6381** **LS:26/1409**
date for completion	**84 days after the contract date subject to additional condition 15** (clause 15)		
land (address, plan details and title reference)	**26 Greenhaven Road, Grays Point NSW 2232** **Lot 19 in Deposited Plan 826580** **Folio Identifier 19/826580**		
	☒ VACANT POSSESSION ☐ subject to existing tenancies		
improvements	☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:		
attached copies	documents in the List of Documents as marked or numbered: 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	☐ air conditioning	☒ curtains	☒ insect screens	☐ range hood
	☒ blinds	☐ dishwasher	☒ internet/TV receiver	☐ solar panels
	☒ built-in wardrobes	☐ EV charger	☒ light fittings	☐ solar power battery
	☒ ceiling fans	☒ fixed floor coverings	☐ pool equipment	☒ stove
	☒ clothes line	☒ other: fire place, smoke detector, 2 d pots on front verandah, 1 x pot at front stairs, 1 x long cobweb remover		
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."

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SIGNING PAGE

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

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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 exception, in the space below):

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

Land tax is adjustable	☒ NO ☐ yes
GST: Taxable supply	☒ NO ☐ yes in full ☐ yes to an extent
Margin scheme will be used in making the taxable supply	☒ NO ☐ yes

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

- ☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- ☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- ☐ GST-free because the sale is the supply of a going concern under section 38-325
- ☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- ☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make a *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):

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List of Documents

General

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

Home Building Act 1989

- ☐ 25 insurance certificate
- ☐ 26 brochure or warning
- ☐ 27 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 28 certificate of compliance
- ☐ 29 evidence of registration
- ☐ 30 relevant occupation certificate
- ☐ 31 certificate of non-compliance
- ☐ 32 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 33 property certificate for strata common property
- ☐ 34 plan creating strata common property
- ☐ 35 strata by-laws
- ☐ 36 strata development contract
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development contract or management statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate (strata)
- ☐ 57 information certificate (association)
- ☐ 58 document relevant to an exclusive supply network
- ☐ 59 disclosure statement - off the plan contract
- ☐ 60 other document relevant to off the plan contract

Other

- ☐ 61

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

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

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

WARNING—LOOSE-FILL ASBESTOS INSULATION
Before purchasing land that includes 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.

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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, 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 to resolve the dispute 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.

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WARNINGS

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

Australian Taxation Office	**Local Council**
County Council	**Local Land Services**
Department of Education	**NSW Fair Trading**
Department of Planning, Housing and Infrastructure	**NSW Public Works**
	Owner of adjoining land
Department of Primary Industries and Regional Development	**Privacy**
	Subsidence Advisory NSW
Electricity, gas and telecommunications	**Transport agencies**
Homes NSW	**Water, sewerage or drainage authority**

If you think that any of these matters affects the property, tell your solicitor.

2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**

3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**

4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**

5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**

6. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.**

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. **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 Australian Taxation Office.**

13 **From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.**

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

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

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
adjustment figures	details of the adjustments to be made to the price under clause 14;
authorised Subscriber	a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
completion time	the time of day at which completion is to occur;
deposit-bond	a deposit bond or guarantee with each of the following approved by the vendor – ● the issuer; ● the expiry date (if any); and ● the amount;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
document of title	document relevant to the title or the passing of title;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties*' *Conveyancing Transaction*;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (15% as at 1 January 2025);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
manual transaction	a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
normally	subject to any other provision of this contract;
participation rules	the participation rules as determined by the *ECNL;*
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
populate	to complete data fields in the *Electronic Workspace*;

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requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 20 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 Sign*, *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.

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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*.

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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 *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 *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 *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

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

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 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 whatever is reasonably necessary 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.

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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), the *party* must adjust or pay on completion any GST added to or included in the expense, but –

13.3.1 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

13.3.2 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.

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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).

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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 *serving* a notice before completion; and

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 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 *serving* a transfer of itself implies acceptance of the *property* or the title.

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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 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 contract or management 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 s174 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.

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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.

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24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
  - any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do whatever is reasonably necessary 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.

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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 whatever is reasonably necessary 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, but does not apply to an event to which clause 28 applies.
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.

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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.

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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.

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Additional conditions
These are the additional conditions to the contract for the sale of land

The terms of the printed contract to which these additional conditions are annexed is subject to the following amendments. If there is a conflict between these additional conditions and the printed contract, then these additional conditions prevail. The parties agree that should any provision of this contract be held to be contrary to law, void or unenforceable, then such provisions shall be severed from this contract and such remaining provisions shall remain in full force and effect.

1. The form of Contract annexed is amended as follows:

a) Clause 5.1 is replaced with "The form of requisitions that the Purchaser is entitled to raise are annexed to this contract and must be raised/served within 21 days of the date hereof or the Vendor is under no obligation to furnish replies to same."
b) Clause 7.1 is amended by deleting the words "that are not claims for delay".
c) Clause 7.1.1 is amended by replacing "5%" with "1%".
d) Clause 7.2.1 is amended by replacing "10%" with "1%".
e) Clause 7.2.4 is amended by deleting the words "and the costs of the purchaser".
f) Clause 7.2.6 is amended by inserting at its end "and the amount held will be released immediately to the Vendor without further authority from the Purchaser."
g) Clause 8.1.1 is amended by deleting the words "on reasonable grounds" and 8.1.2 amended by deleting the words "and those grounds".
h) In clause 10.1 add the words "or *delay completion*" after the word "*terminate* and where the word "substance" appears it is deemed to be replaced with the word "existence".
i) Clause 11 is amended by insertion of new sub-clause "11.3 The provisions of clause 11.2 do not apply where the Purchaser is in breach of any of the terms of the contract or if such *work order* as complied with was issued as a result of the Purchaser's application to Council for a Building Certificate".
j) Clause 12.1 is amended to include the words at the end of the sentence "prior to the date of this contract or during any applicable cooling off period;"
k) Clause 12.2 is deleted.
l) Clause 14.4.2 is replaced in its entirety with the following:
"14.4.2 by adjusting an amount for land tax being the current land tax rate multiplied by the taxable value of the land."
m) Clause 18 is amended by adding the following new clause:
"18.8 The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the Property."
n) Clause 20.13 is amended to read "Preparation of the transfer of itself does not imply acceptance of the property or the title."
o) Clause 31.2 is amended by replacing "5" with "2".

2. Purchaser acknowledgements

The Purchaser acknowledges that they are purchasing the property relying upon their own enquiries, investigations, advice and reports in relation to the property and accepts the property subject to and including the following:

(a) the property location and dimensions;
(b) the approved use of the property;
(c) access to the property whether or not adequate and/or legally created;
(d) the present condition and state of repair including whether or not any fixture, fitting or inclusion is functioning or not;
(e) any defects latent and patent;
(f) any infestations, dilapidation and contamination;

(g) with all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
(h) any lack of rights, easements or lack of approval for any water, sewerage, utility, access, or other service(s); and
(i) any non-compliance with the Local Government Act or any Ordinance under that Act in respect of any building on the land including in regard to distance from the boundaries, walls, eaves or gutters of the buildings erected on the property;
(j) whether any pool or spa and associated fencing complies with the requirements of the Council and/or *The Swimming Pool Act 1992.*

The Purchaser further acknowledges that:

(k) If the ATO Foreign Resident Capital Gains Clearance Certificate issues in the Vendor's married or maiden name and the name differs from the name shown on the front page of this contract then the Purchaser will accept a copy of the marriage certificate or change of name certificate as evidence that the Vendor is one and the same person as that person shown on the ATO Foreign Resident Capital Gains Clearance Certificate for the purposes of printed clause 31;
(l) the sewerage/drainage diagrams attached to this contract are the latest diagrams available from the relevant water board and the Vendor has complied with their obligations pursuant to Schedule 1 of the *Conveyancing (Sale of Land) Regulation 2022.* The Purchaser will not require the Vendor to provide anything further in regard to the drainage/sewerage diagrams nor require the Vendor to provide a Building over Sewer letter;
(m) the full agreement between the parties is contained in this contract and the Purchaser does not rely upon any warranties made by or on behalf of the Vendor;
(n) particulars of title disclosed in this agreement are sufficient to enable the Purchaser to prepare a transfer in accordance with clause 4.2;
(o) on completion the Purchaser will accept a discharge, withdrawal, surrender or request executed and in registerable form, of any registered encumbrance or caveat affecting the title (other than an encumbrance to which this contract is subject) together with an allowance for the registration fee;
(p) the Vendor will hand over all keys and remotes available for the Property, however, may not be in possession of keys to every lock at the Property; and
(q) the Vendor will not patch, paint, repair or make good any wall or ceiling where they have removed any exclusion or hook, bracket, shelf in the process of vacating the property.

The Purchaser is not entitled to seek to delay completion, terminate, rescind or make any objection, requisition or claim for compensation in relation to any of the matters/acknowledgements/non-compliance covered, disclosed or noted in this clause 2. This clause does not merge on completion.

3. Breach of Statutory Warranty by Vendor

If the Purchaser discovers that the Vendor has breached any warranty implied by the *Conveyancing (Sale of Land) Regulation 2022* ("Regulation") the only remedy for such breach is the remedy available pursuant to the Regulation and any other actions or claims by the Purchaser will be declared void ab initio.

4. Claims for Compensation

Notwithstanding the provisions of printed clauses 6 and 7 of this contract, the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purposes of printed clause 8.

5. Pre-Purchase Reports

(a) In the event that the Vendor commissioned a pre-purchase report prior to the date of this contract including, but not limited to, a pest and building report and/or a strata report ("Reports") and made such Reports available to the Purchaser then the Purchaser acknowledges that such Reports have been provided to the Purchaser for information purposes only and the Purchaser has had adequate opportunity to obtain their own independent searches/reports.

(b) The Vendor does not warrant the contents of any Reports are complete and accurate and the Purchaser indemnifies the Vendor against any liability in regard to the contents of the Reports.

(c) The Purchaser is not entitled to seek to delay completion, terminate, rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

(d) This clause does not merge on completion.

6. Death or incapacity

(a) The Purchaser warrants that they have mental capacity to enter this contract.

(b) Notwithstanding any rule of law or equity to the contrary, should the Purchaser, or if more than one, any one of them, prior to completion die then either party may elect to rescind this contract by notice in writing forwarded to the other party's solicitor/conveyancer and thereupon this contract shall be at an end and the provisions of clause 19 will apply.

(c) Should the Vendor or, if more than one, any one of them, prior to completion die or either party be found by a court of competent jurisdiction to be incapable of administrating their estate or affairs or be declared bankrupt or, where a party is a company, go into liquidation or administration then the Vendor may elect to rescind this contract by notice in writing forwarded to the Purchaser or their solicitor/conveyancer and the provisions of clause 19 will apply.

7. Notice to complete

(a) In the event of either party failing to complete this contract by the Date for Completion then, provided the other party is ready, willing and able to complete, that party will be entitled at any time thereafter to serve a notice to complete, requiring the other party to complete on the day being not less than 14 days from the date of service of the notice, and this time period is considered reasonable by both parties.

(b) For the purpose of this contract, such notice to complete will be deemed both at law and in equity sufficient to make time of the essence of this contract.

(c) Notwithstanding clause 7(a), the parties acknowledge and agree that a notice to complete cannot be served between, nor have an expiry date between 22 December of the current year and 20 January the subsequent year.

(d) The party that issues the Notice to Complete in accordance with this clause shall also be at liberty to withdraw such Notice to Complete and re-issue another one at any time.

(e) If the Vendor issues the Notice to Complete then the Vendor shall be entitled to recover the fee of $440.00 (GST inclusive) for each Notice issued to the Purchaser to cover the legal costs for issuing such Notice(s).

8. Late completion

In the event that completion does not occur on the nominated day due to the Purchaser's default the Purchaser will pay to the Vendor on completion, in addition to the balance of the purchase price:

(a) 8% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there will be an abatement of interest during any time that the Purchaser is ready, willing and able to complete and the Vendor is not;

(b) an additional amount to cover additional legal fees and other expenses incurred as a consequence of the delay which includes, but is not limited to, costs/expenses incurred by the Vendor as a result of the delay on the Vendor's purchase of another property scheduled to complete simultaneously. The amount payable by the Purchaser will be the higher of $330.00 (including GST); or the actual costs incurred by the Vendor caused by the delay; and

(c) if such delay causes completion to occur after 31 December in the year current as at the date of this contract, notwithstanding anything to the contrary in this contract, if land tax is payable by the Vendor, an adjustment for land tax in accordance with printed clause 14.4.

It is further agreed that the abovementioned is a genuine pre-estimate of the Vendor's financial loss including interest earned on the purchase money, liability for payment of interest on any mortgage, rates and outgoings and any land tax liabilities. The Vendor shall not be obligated to complete this contract unless the amounts payable under this clause are paid. This clause does not limit the Vendor's rights pursuant to any other clause of this contract.

9. Agent

The Purchaser warrants that they were not introduced to the Vendor or the property by or through the medium of 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 Vendors agent, if any, referred to in this contract, and the Purchaser agrees that they will at all times 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. This clause will not merge on completion.

10. Deposit Payable under a Cooling off Period

Notwithstanding printed clause 2 of this contract, if a cooling off period applies to this Contract, then the deposit will be paid as follows:

(a) .25% of the purchase price is paid on exchange of this contract; and
(b) Subject to Additional Condition 11, the balance of the deposit is payable before 5.00pm on the last day of the cooling off period of this contract.

This is an essential provision of this contract.

11. Deposit

The Purchaser agrees and acknowledges that the deposit payable pursuant to this contract is an amount equal to 10% of the Purchase Price.

IF the Vendor agrees that the deposit may be paid by the Purchaser in instalments, then the Purchaser must pay the instalments as follows:

(a) 5% of the Purchase Price as at the date of this contract and in accordance with printed clause 2.1 and 2.2; and

(b) 5% on the later of:
  (i) the date for completion set out on the front page of the contract; or
  (ii) the date that is made essential for completion in a valid notice to complete served by either party.

The Purchaser further agrees and acknowledges that the IF the Vendor agrees to the payment of the 10% deposit by instalments at the request of, and for the sole benefit of the Purchaser and the Vendor is relying upon payment of the 10% deposit in full when entering into this contract. The Purchaser further acknowledges that the deferred payment of the second instalment of the deposit is not a penalty but payment of the balance of the 10% deposit as agreed between the parties prior to the date of this contract.

The Vendor reserves its rights pursuant to printed clause 9.1 of the contract if the Purchaser defaults under this contract.

12. Release of deposit

Notwithstanding any other clause in this contract, from the date of this contract the deposit or any part of the deposit as the Vendor(s) may require, either jointly or severally, will be released to the Vendor(s) or as the Vendor(s) direct for the purpose of payment of one or more of the following:

(a) Land tax owing in respect of the property to enable the Vendor to clear any charge against the property for unpaid land tax; and/or

(b) rental bond(s) to be held by the Rental Bond Board and any rent payable in advance by the Vendor pursuant to a Residential Tenancy Agreement; or

(c) A deposit (including a deposit required by the Vendor to enter a Retirement Village) or the balance of purchase monies on the purchase of real estate;

(d) Stamp duty or surcharge duty payable to Revenue NSW on the purchase of real estate.

It is an essential term of the contract that the Purchaser's conveyancer will authorise the Depositholder in writing to release the deposit in accordance with this clause, within one business day from the date of receipt of the written request to do so served by the Vendor's conveyancer. The Purchaser acknowledges that the Vendor is relying upon the Purchaser's compliance with this clause in entering into this contract.

13. Release of Deposit for use at settlement

(a) The Purchaser acknowledges and agrees that:

(i) The Vendor may require the deposit to be available in the *Electronic Workspace* on the date for completion of this contract in order to release the property, pay sale costs or complete a simultaneous contract for sale of land.

(ii) If the Vendor's conveyancer requests transfer of the deposit into the *Electronic Workspace* for the Vendor's use at completion, the Purchaser hereby instructs their conveyancer/solicitor do all things required or necessary and, without fee to the Vendor, to authorise and enable the deposit to be transferred into the *Electronic Workspace* prior to the date for completion.

(iii) If completion does not occur in accordance with the contract (including any notice period), the deposit will be returned to the Depositholder unless otherwise agreed between the parties.

14. Alterations and additions to the Contract for Sale

The Purchaser and the Vendor authorises their respective solicitor/conveyancer or any person duly authorised and instructed by the solicitor/conveyancer to vary this contract including addition of annexures after execution up until the date the contract becomes unconditionally binding on both parties and any such alterations shall be binding upon the party deemed to have authorised such alterations and/or additions and any annexures so annexed will form part of this contract as if it was annexed prior to the contract being executed.

15. Date for Completion

Completion of this Contract will take place 84 days from the date of this contract, provided always, the Vendor will have the right to require the Purchaser to complete at any time after the expiration of 35 days from the date of this contract by giving the Purchaser written notice of such requirement to complete at least 14 days before the required date of completion.

16. Execution of contract by electronic signature or by faxed or emailed copy of wet signature

In this clause:

"Electronic Signature" means the symbol or data in digital form attached to the electronically transmitted contract of sale as verification of the parties intent to sign the contract.

The Vendor and the Purchaser acknowledge and agree that:

(a) prior to execution of this contract both parties consented to the contract being electronically signed using a secure electronic signature technology system OR physically signed by one or more parties and then faxed or emailed for the purposes of exchanging contracts based on the copy of the signature;
(b) The contract may be executed electronically using a secure electronic signature technology system, OR physically signed by one or more parties and then emailed, in counterparts and together both counterparts constitute one and the same contract;
(c) the delivery of a counterpart of the contract bearing an electronic signature rather than a "wet" signature OR the delivery of a counterpart of the contract

by email with a copy of the "wet" signature shall be deemed to bind that party whose signature is represented;

(d) this contract is binding on both the Vendor and the Purchaser irrespective of whether the parties' signatures have been witnessed or not;

(e) The parties will be bound by the provisions of the *Electronic Transactions Act 2000 (NSW)* in relation to the execution of this contract.

17. Guarantee for corporate Purchaser

In consideration of the Vendor contracting with the corporate Purchaser ……. "The Guarantor(s)", as is evidenced by The Guarantor(s) execution hereof, guarantee the performance by the Purchaser of all of the Purchaser's obligations under the contract and indemnify the Vendor against any cost or loss whatsoever arising as a result of the default by the Purchaser in performing its obligations under this contract for whatever reason. The Vendor may seek to recover any loss from The Guarantor(s) before seeking recovery from the Purchaser and any settlement or compromise with the Purchaser will not release The Guarantor(s) from the obligation to pay any balance that may be owing to the Vendor. This guarantee is binding on The Guarantor(s), their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the Vendor.

If the Guarantor(s) have not signed this clause, the Directors who signed page 2 of this contract are deemed to be Guarantor(s) and deemed to have signed this clause and are bound by its terms.

SIGNED by)
)

_____
Signature (Director/Secretary)

The Guarantors in the presence of:

_____
Signature (Director)

_____
Signature of Witness

_____
Print Name of Witness

Information Provided Through Triconvey (Reseller) Ph. 1300 064 452

Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 19/826580

SEARCH DATE	TIME	EDITION NO	DATE
24/6/2026	9:10 AM	5	9/11/2023

LAND

LOT 19 IN DEPOSITED PLAN 826580
AT GRAYS POINT
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM DP826580

FIRST SCHEDULE

IAN HUNTER IRVING
NICOLE IRVING
AS JOINT TENANTS (T I293302)

SECOND SCHEDULE (10 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 D727670 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE AFFECTING THE PART SHOWN SO INDICATED IN THE TITLE DIAGRAM
3 F132017 LAND EXCLUDES MINERALS AFFECTING THE PART SHOWN SO INDICATED IN THE TITLE DIAGRAM
4 EASEMENT(S) APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM CREATED BY:
DP545660 EASEMENT TO DRAIN WATER
5 DP803284 RESTRICTION(S) ON THE USE OF LAND
6 DP803285 RESTRICTION(S) ON THE USE OF LAND
7 DP826580 RESTRICTION(S) ON THE USE OF LAND
8 EASEMENT(S) APPURTENANT TO THE LAND ABOVE DESCRIBED CREATED BY:
DP803284 EASEMENT TO DRAIN WATER 1 WIDE
DP803285 EASEMENT TO DRAIN WATER 1.5 WIDE
DP826580 EASEMENT TO DRAIN WATER 2 WIDE
DP826580 RIGHT OF CARRIAGEWAY & EASEMENT TO DRAIN WATER 2 WIDE AND VARIABLE WIDTH
9 DP826580 POSITIVE COVENANT
10 AT588423 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Pending... PRINTED ON 24/6/2026

* Entries preceded by an asterisk do not appear on the former Certificate of Title abolished in 2021 or the current edition of Water Access Licence Certificate. Warning: the

information appearing under notations has not been formally recorded in the Register.

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Received: 24/06/2026 09:10:45

PLAN FORM 2

Plan Drawing only to appear in this space

*OFFICE USE ONLY

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads or to create reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

COMMONWEALTH BANK OF AUSTRALIA by its attorney who is the DEPUTY REGIONAL MANAGER for the time being at Sydney and who is the attorney mentioned and referred to in Power of Attorney registered in the Office of the Registrar-General Book 3319 No 501 and who hereby states that he has not received any notice of the revocation of such Power of Attorney

SIGNED IN MY PRESENCE BY MICHAEL GEORGE O'BRIEN DEPUTY REGIONAL MANAGER of the Commonwealth Bank of Australia, the duly constituted Attorney of the Bank who is personally known to me.

Crown Lands Office Approval

AN APPROVED .....
Authorised Officer
Land District .....
Paper No. .....
Field Book ..... pages .....

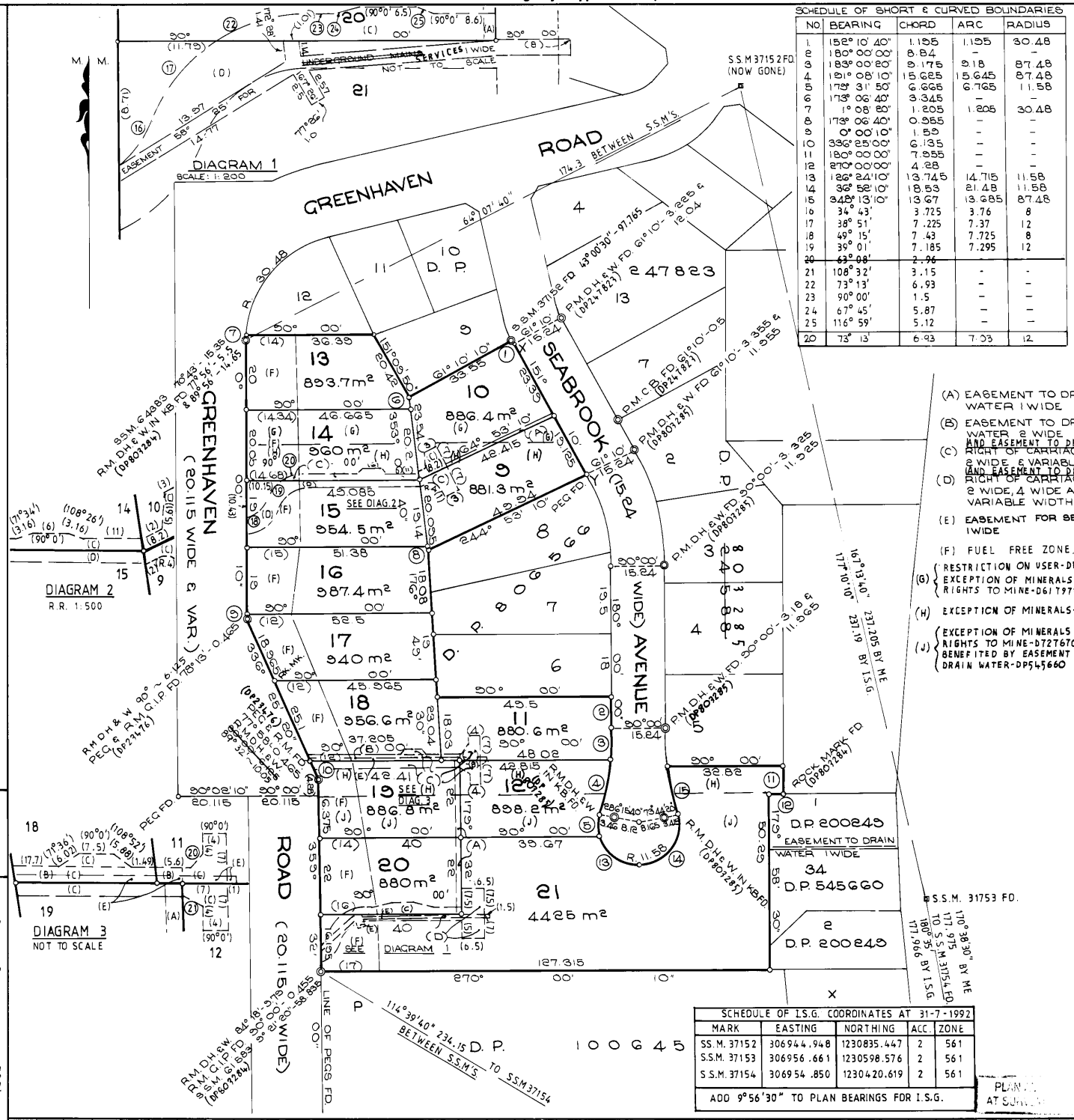
Council Clerk's Certificate

I hereby certify that —
(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and
*(b) the requirements of Part 3 Division 2 of the † Water Board Act 1987 and † Water Supply Authorities Act 1987
have been complied with by the applicant in relation to the proposed .....
insert "new road", "subdivision" or "consolidated lot") set out herein
subdivision No. 10 92
Date 30.10.92
(signature) Council Clerk
Council File No. SA 752/81
*This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board.
† Delete if inapplicable.

SURVEYOR'S REFERENCE: 1101 CHECKLIST

(E. Nº 92/164 CLAUSE 33.(1)(C))

MPD



SCHEDULE OF SHORT & CURVED BOUNDARIES

NO.	BEARING	CHORD	ARC	RADIUS
1	152° 10' 40"	1.155	1.155	30.48
2	180° 00' 00"	8.84	–	–
3	183° 00' 20"	9.175	9.18	87.48
4	191° 08' 10"	15.625	15.645	87.48
5	178° 31' 50"	6.665	6.765	11.58
6	173° 06' 40"	3.345	–	–
7	1° 08' 20"	1.205	1.206	30.48
8	173° 06' 40"	0.955	–	–
9	0° 00' 10"	1.55	–	–
10	336° 25' 00"	6.135	–	–
11	180° 00' 00"	7.955	–	–
12	270° 00' 00"	4.28	–	–
13	186° 24' 10"	13.745	14.715	11.58
14	36° 58' 10"	18.53	21.48	11.58
15	348° 13' 10"	13.67	13.685	87.48
16	34° 43'	3.725	3.76	8
17	38° 51'	7.225	7.37	12
18	49° 15'	7.43	7.725	8
19	39° 01'	7.185	7.295	12
20	63° 08'	2.96	–	–
21	108° 32'	3.15	–	–
22	73° 13'	6.93	–	–
23	90° 00'	1.5	–	–
24	67° 45'	5.87	–	–
25	116° 59'	5.12	–	–
20	73° 13'	6.93	7.03	12

SCHEDULE OF I.S.G. COORDINATES AT 31-7-1992

MARK	EASTING	NORTHING	ACC	ZONE
SS.M. 37152	306944.948	1230835.447	2	561
S.S.M. 37153	306956.661	1230598.576	2	561
S.S.M. 37154	306954.850	1230420.619	2	561

ADD 9°56'30" TO PLAN BEARINGS FOR I.S.G.

PLAN AT SURFACE

(A) EASEMENT TO DRAIN WATER 1 WIDE
(B) EASEMENT TO DRAIN WATER 2 WIDE
(C) AND EASEMENT TO DRAIN WATER RIGHT OF CARRIAGEWAY 2 WIDE & VARIABLE WIDTH
(D) AND EASEMENT TO DRAIN WATER RIGHT OF CARRIAGEWAY 2 WIDE, 4 WIDE AND VARIABLE WIDTH
(E) EASEMENT FOR SERVICES 1 WIDE
(F) FUEL FREE ZONE.
(G) RESTRICTION ON USER-DP247823 / EXCEPTION OF MINERALS AND RIGHTS TO MINE-D617973
(H) EXCEPTION OF MINERALS-F132017
(J) EXCEPTION OF MINERALS AND RIGHTS TO MINE-D727670 / BENEFITED BY EASEMENT TO DRAIN WATER-DP545660

DP 826580

Registered: 24-11-1992

C.A: NO.70/92 OF 26.10.1992

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U0030-93

Last Plan: DP806566

PLAN OF SUBDIVISION OF LOT 9 IN D.P. 806566

Lengths are in metres. Reduction Ratio 1: 800

~~Mun./Shire~~ ~~City~~: SUTHERLAND

Locality: GRAY'S POINT

Parish: SUTHERLAND

County: CUMBERLAND

This is sheet 1 of my plan in sheets.
(Delete if inapplicable)

I, TREVOR MAXWELL AUSTIN
of 31 EASTERN ARTERIAL RD ST IVES
a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate and has been made in accordance with the Survey Practice Regulations, 1933 and any special requirements of the Department of Lands, and was completed on
26TH JUNE 1992
Signature T.M. Austin
Surveyor registered under Surveyors Act, 1929, as amended.
Datum Line of Azimuth: X-Y
#Insert date of survey.

Plans used in preparation of survey/compilation.
D.P. 247823
D.P. 806566

PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restrictions as to user.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED IT IS INTENDED TO CREATE:
(1) EASEMENT TO DRAIN WATER 1 WIDE
(2) EASEMENT TO DRAIN WATER 2 WIDE
(3) RESTRICTION ON USE OF LAND
(4) RIGHT OF CARRIAGEWAY AND EASEMENT TO DRAIN WATER 8 WIDE AND VARIABLE WIDTH
(5) RIGHT OF CARRIAGWAY AND EASEMENT TO DRAIN WATER 2 WIDE, 4 WIDE & VARIABLE WIDTH.
(6) EASEMENT FOR SERVICES 1 WIDE
(7) RESTRICTIONS ON USE OF LAND
(8) RESTRICTIONS ON USE OF LAND
(9) RESTRICTION ON USE OF LAND
(10) RESTRICTION ON USE OF LAND
(11) POSITIVE COVENANT.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

PLAN AMENDED IN LTO AT SURVEYORS REQUEST ~ 5 5 1993

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Req:R390868 /Doc:DP 0826580 B /Rev:14-Jul-1994 /NSW LRS /Pgs:ALL /Prt:24-Jun-2026 09:31 /Seq:1 of 9
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Sheet 1 of ~~8~~ 9 Sheets

Plan: DP826580

Plan of Subdivision of Lot 9 DP 806566 covered by Council Clerk's Certificate No 70/92 of 26 - 10 - 1992

Full Name and Address of Proprietor of the Land

Gordon William Thomas Scarff
and Winifred Joan Scarff
163 North West Arm Road
Gray's Point. 2232

PART 1

1. **Identity of easement firstly referred to in abovementioned plan:** EASEMENT TO DRAIN WATER 1 WIDE

Schedule of Lots Affected.

Lots Burdened	Lots Benefited
10	9,14,15
19	12,20,21
20	21

2. **Identity of easement secondly referred to in abovementioned plan:** EASEMENT TO DRAIN WATER 2 WIDE

Schedule of Lots Affected.

Lots Burdened	Lots or Authority Benefited
11	12,19,20,21
18	11,12,19,20,21

3. **Identity of restriction thirdly referred to in abovementioned plan:** RESTRICTION ON USE OF LAND

Schedule of Lots Affected.

Lots Burdened	Lots or Authority Benefited
9,10,11,12,14,18,19,20	THE COUNCIL OF THE SHIRE OF SUTHERLAND

Approved Sutherland Shire Council.....[signature]
Dep. Shire Clerk.

[signature] Scarff

REGISTERED 24-11-1992

[signature] J Scarff

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Sheet 2 of 9 Sheets

Plan: DP826580

Plan of Subdivision of Lot 9 DP 80566 covered by Council Clerk's Certificate No 70/92 of 26 - 10 - 1992

Full Name and Address of Proprietor of the Land

Gordon William Thomas Scarff and Winifred Joan Scarff
163 North West Arm Road
Gray's Point. 2232

PART 1

4. **Identity of easement fourthly referred to in abovementioned plan:** RIGHT OF CARRIAGEWAY & EASEMENT TO DRAIN WATER 2 WIDE AND VARIABLE WIDTH

Schedule of Lots Affected.

Lots Burdened	Lots or Authority Benefited
9	10,14,15
10	9,14,15
11	12,18,19
12	11,18,19
14	9,10,15
18	11,12,19
19	11,12,18
20	21

5. **Identity of easements or restrictions fifthly referred to in abovementioned plan:** RIGHT OF CARRIAGEWAY & EASEMENT TO DRAIN WATER 2 WIDE, 4 WIDE AND VARIABLE WIDTH

Schedule of Lots Affected.

Lots Burdened	Lots or Authority Benefited
15	9,10,14
21	20

6. **Identity of easements or restrictions sixthly referred to in abovementioned plan:** EASEMENT FOR SERVICES 1 WIDE

Schedule of Lots Affected.

Lots Burdened	Lots or Authority Benefited
11	12
18	11,12
21	20

Approved Sutherland Shire Council..... Dep. Shire Clerk.

REGISTERED 24-11-1992

W. Scarff
W J Scarff

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Plan: DP826580

Plan of Subdivision of Lot 9 DP 80566 covered by Council Clerk's Certificate No 70/92 of 26 - 10 - 1992

Full Name and Address of Proprietor of the Land

Gordon William Thomas Scarff and Winifred Joan Scarff
163 North West Arm Road
Gray's Point. 2232

PART 1

7. **Identity of restriction seventhly referred to in abovementioned plan:** RESTRICTIONS ON USE OF LAND

Schedule of Lots Affected.

Lots Burdened	Lots or Authority Benefited
EACH LOT	EVERY OTHER LOT

8. **Identity of restrictions eighthly referred to in abovementioned plan:** RESTRICTIONS ON USE OF LAND

Schedule of Lots Affected.

Lots Burdened	Lots or Authority Benefited
EACH LOT	EVERY OTHER LOT

9. **Identity of restriction ninthly referred to in abovementioned plan:** RESTRICTION ON USE OF LAND

Schedule of Lots Affected.

Lots Burdened	Lots or Authority Benefited
9,10,11,12,14,15,18,19,20	EVERY OTHER LOT

10. **Identity of restriction tenthly referred to in abovementioned plan:** RESTRICTION ON USE OF LAND

Schedule of Lots Affected.

Lots Burdened	Lots or Authority Benefited
13,14,15,16,17,18,19,20	EVERY OTHER LOT

Approved Sutherland Shire Council.....
Dep. Shire Clerk.

REGISTERED 24-11-1992

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Sheet 4 of ~~8~~ 9 Sheets

Plan: DP826580

Plan of Subdivision of Lot 9 DP 80566 covered by Council Clerk's Certificate No 70/92 of 26 - 10 - 1992

Full Name and Address of Proprietor of the Land

Gordon William Thomas Scarff and Winifred Joan Scarff
163 North West Arm Road
Gray's Point. 2232

PART 1

11. **Identity of restriction eleventhly referred to in abovementioned plan:** POSITIVE COVENANT

Schedule of Lots Affected.

Lots Burdened	Lots or Authority Benefited
EACH LOT EXCEPT LOT 21	TELECOM AUSTRALIA

PART 2

TERMS OF RESTRICTION ON USE OF LAND THIRDLY REFERRED TO IN THE ABOVE MENTIONED PLAN

Vehicular access to the lots burdened by the rights of carriageways fourthly and fifthly referred in the above mentioned plan shall be by such rights of ways.

TERMS OF EASEMENT SIXTHLY REFERRED TO IN THE ABOVE MENTIONED PLAN:

Full and free right for every person who is at any time entitled to an estate or interest in possession in the lot hereby benefited or any part thereof with which the right shall be capable of enjoyment and every person authorised by him to make layout, construct, erect, install,carry, maintain and use through, above on and under the lot hereby burdened all drains, pipes, conduits, poles, wires or other equipment and materials necessary to provide, and carry all or any of water, sewerage, gas, electric light, telephone and / or other domestic services to and from the lot hereby benefited

Approved Sutherland Shire Council...[signature].....

Dep. Shire Clerk.

REGISTERED 24-11-1992

[signature] Scarff
[signature] Scarff

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Sheet 5 of ~~8~~ 9 Sheets

Plan: DP826580

Plan of Subdivision of Lot 9 DP 80566 covered by Council Clerk's Certificate No 70/92 of 26-10-1992

Full Name and Address of Proprietor of the Land

Gordon William Thomas Scarff
and Winifred Joan Scarff
163 North West Arm Road
Gray's Point. 2232

PART 2

PROVIDED THAT the said drains, pipes, conduits, poles, wire and / or other equipment and materials shall be laid in such position so as to cause as little interference as possible with the rights of carriageway hereby reserved together with the right for the grantee and every person authorised by him with tools, implements, or machinery necessary for the purpose to enter upon the lot hereby burdened and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, maintaining or renewing such equipment or any part thereof and for any of the aforesaid purposes to open the soil of the lot hereby burdened to such extent as may be necessary
PROVIDED THAT the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the lot hereby burdened and / or free access to the lot hereby benefited and will restore without delay that surface as nearly as practicable to its original condition.

TERMS OF RESTRICTIONS ON THE USE OF LAND SEVENTHLY REFERRED TO IN THE ABOVE MENTIONED PLAN.

A.. No cutting or filling on the burdened lot will be carried out without the prior written approval of the Council of the Shire of Sutherland.

B.. No main building shall be erected unless the building application submitted to Sutherland Shire Council for the erection thereof makes provision for the standing of two vehicles within the lot behind the 7.5 metre building line to Seabrook Avenue and behind the variable building line to Greenhaven Road together with satisfactory access thereto.

Approved Sutherland Shire Council... [signature] .....
Dep. Shire Clerk

REGISTERED [stamp] 24-11-1992

[signature] Scarff
[signature]

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Plan: DP826580

Plan of Subdivision of Lot 9 DP 80566 covered by Council Clerk's Certificate No 70/92 of 24 - 10 - 1992

Full Name and Address of Proprietor of the Land

Gordon William Thomas Scarff and Winifred Joan Scarff
163 North West Arm Road
Gray's Point. 2232

PART 2

TERMS OF RESTRICTIONS ON THE USE OF LAND EIGHTHLY REFERRED TO IN THE ABOVE MENTIONED PLAN.

No material other than new material shall be used in the construction of any building erected on any lot and no roof of any such building shall be of any material other than tile or oven cured pre-painted steel and no main building shall be erected or permitted to remain on any such lot with other than external walls of at least 75 per cent brick or brick veneer provided that the remaining 25 per cent shall be of approved materials.

No temporary building shall be erected and the final building inspection shall be carried out by the responsible officer of the Sutherland Shire Council and Council's approval of the dwelling shall be obtained prior to the same being occupied as a dwelling.

There shall not at any time be any loud or offensive work carried on or permitted to be carried on any loud or offensive trade or business of any kind on the burdened lot and no advertisement sign or hoarding shall be erected.

In the event of an attempt by any person from time to time the Registered Proprietor of any burdened lot to have any one or more of the above restrictions on use of land eighthly referred to in the abovementioned plan varied released or modified by recourse to legal process or in any other way than with the consent of Gordon William Thomas Scarff or his executors or administrators then such registered proprietor for the time being shall in addition to his own costs and fees be responsible for and shall pay on demand all costs and fees incurred by Gordon William Thomas Scarff or his executors or administrators in ensuring or attempting to ensure the maintenance of the restrictions or any one or more of them.

Approved Sutherland Shire Council... Honeyman .....

Dep. Shire Clerk.

REGISTERED 24-11-1992

G. Scarff
W J Scarff

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Plan: DP826580

Plan of Subdivision of Lot 9 DP 80566 covered by Council Clerk's Certificate No 70/97 of 24-10-1992

Full Name and Address of Proprietor of the Land

Gordon William Thomas Scarff and Winifred Joan Scarff
163 North West Arm Road
Gray's Point. 2232

PART 2

No fence shall be erected on each lot burdened to divide it from adjoining land owned by G.W.T. and W.J. Scarff or their executors or administrators unless their previously written approval shall first have been obtained to the design and the construction materials thereof and further any such approved fence shall be erected without expense to G.W.T. or W.J. Scarff or their executors or administrators.

NAME OF PERSON EMPOWERED TO RELEASE VARY OR MODIFY THE RESTRICTIONS ON USE OF LAND EIGHTHLY REFERRED TO IN THE ABOVE MENTIONED PLAN.

GORDON WILLIAM THOMAS SCARFF OR HIS EXECUTORS OR ADMINISTRATORS

TERMS OF RESTRICTION ON USE OF LAND NINTHLY REFERRED TO IN THE ABOVE MENTIONED PLAN:

Any building application submitted to Sutherland Shire Council for the erection of structures on the burdened lot will maintain a clear area suitable for the purposes of vehicle manoeuvring to allow vehicles to travel the concrete access way in a forward direction at all times.

TERMS OF RESTRICTION ON THE USE OF LAND TENTHLY REFERRED TO IN ABOVE MENTIONED PLAN

No main building shall be erected on the burdened lot within the area designated "fuel free zone" referred to on the above mentioned plan without the approval of the Council of the Shire of Sutherland.

Approved Sutherland Shire Council.....
Dep. Shire Clerk.

REGISTERED 24-11-1992

W J Scarff

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Plan: DP826580

Plan of Subdivision of Lot 9 DP 80566 covered by Council Clerk's Certificate No 70/92 of 1992

Full Name and Address of Proprietor of the Land

Gordon William Thomas Scarff and Winifred Joan Scarff 163 North West Arm Road, Grays Point 2232

PART 2

TERMS OF POSITIVE COVENANT ELEVENTHLY REFERRED TO IN ABOVE MENTIONED PLAN

Underground telephone services shall not be provided unless the telephone lead-in pipe is placed in the same trench as the power lead-in. Telecom Australia is to be given 72 hours notice that the common lead-in trench has been excavated for the telephone lead in construction to be installed in this trench. Notification is to be telephoned to the area supervisor on telephone number 521 5925.

NAME OF THE AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY ALL EASEMENTS, AND RESTRICTIONS EXCEPT EIGHTHLY AND ELEVENTHLY REFERRED TO IN THE ABOVE MENTIONED PLAN.

THE COUNCIL OF THE SHIRE OF SUTHERLAND

NAME OF THE AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE RESTRICTION ELEVENTHLY REFERRED TO IN THE ABOVE MENTIONED PLAN.

TELECOM AUSTRALIA

SIGNED IN MY PRESENCE BY
GORDON WILLIAM THOMAS SCARFF

G. W. Scarff

AND WINIFRED JOAN SCARFF
WHO ARE PERSONALLY KNOWN TO ME

W. J. Scarff

D.J. Mineha

Signature of Witness

DONAL JOHN MINEHAN

SOLICITOR TAMAKI

Name and Occupation of Witness

Approved by Sutherland Shire Council

Dep Shire Clerk

REGISTERED 24-11-1992

00004.ADV

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COMMONWEALTH BANK OF AUSTRALIA by its attorney who is DEPUTY REGIONAL MANAGER for the time being at Sydney and who is the attorney mentioned and referred to in Power of Attorney registered in the Office of the Registrar-General Book 3819 No 801 and who hereby states that he has not received any notice of the revocation of such Power of Attorney

SIGNED IN MY PRESENCE BY

MICHAEL GEORGE O'BRIEN

DEPUTY REGIONAL MANAGER of the Commonwealth Bank of Australia, the duly constituted Attorney of the said Bank who is personally known to me

REGISTERED 24-11-1992

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D727670

(2)

Fees—

	£	s.	d.
Lodgment	1	5	
Endorsements			
Certificate	1		
Total	3	5	

19.9.47

New South Wales

B 26 S 47 G

MEMORANDUM OF TRANSFER.

(REAL PROPERTY ACT, 1900.)

HOLT SUTHERLAND COMPANY (1933) LIMITED (hereinafter called the Company) being registered as the proprietors for a term of fifty-six years from the first day of July 1899 under Memorandum of Lease registered No. 50990 as extended by the Holt Sutherland Estate Act 1900 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 the sum of One hundred pounds (£100-0-0) paid by James Robert Leggo Fisher of Parramatta Clerk to the Perpetual Trustee Company (Limited) the Australian trustee of the Will of Thomas Holt late of Sydney pursuant to Section 7 of the said Holt Sutherland Estate Act 1900 the receipt of which sum is hereby acknowledged by the said Perpetual Trustee Company (Limited) testified by the receipt hereto annexed) doth hereby in exercise and in pursuance of the power and direction in Section 7 of the said Holt Sutherland Estate Act 1900 and of all other powers enabling it appoint and transfer to the said James Robert Leggo Fisher

All the estate and interets of the registered Proprietor in fee simple in the surface of ALL that parcel of land situated in the Parish of Sutherland County of Cumberland and being part of the land comprised in Certificate of Title dated the eighteenth day of February 1943 Registered Vol. 5364 fol. 125 excluding Right of Roadway 20 feet wide shown on Deposited Plan No. 9762 and in the said Lease Number 50990 and being the surface of the whole of the land comprised in Sub-lease Number C606064 from the Holt Sutherland Estate Company Limited to James Robert Leggo Fisher And doth also transfer to the said James Robert Leggo Fisher all the estate and interest of which it the said Holt Sutherland Company (1933) Limited is registered Proprietor Together with all its rights and powers in respect thereof as comprised in the said Lease No. 50990 in and so far only as regards the land comprised in the said Sub-lease No. C606064 excepting and reserving to the said Company and its assigns during the residue now unexpired of the term of the said Lease No. 50990 as extended by the Holt Sutherland Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the Mines and premises next herein excepted and reserved in reversion immediately expectant on the said Lease No. 50990 (all of whom including the Perpetual Trustee Company (Limited) and other the Australian Trustees or Trustee for the time being of the said Will of the said Thomas Holt deceased are hereinafter included in the term the reversioner and reversioners) all Mines beds seams and veins of coal iron and other metals and minerals comprised in the said Lease No. 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred together with liberty for the Company and its assigns during such residue and subject thereto for the reversioner and reversioners without entering on the surface of the said land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses building or buildings now erected or henceforth to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said Mines seams and veins of coal iron and other metals and minerals and for such purposes to make maintain and use any necessary and convenient underground works whatsoever and subject to and reserving unto the person or persons entitled thereto all rights of way across the said land hereby appointed And excepting and reserving unto the said reversioner and reversioners all metals and minerals not comprised in the said Lease No. 50990 and which are now known or shall

Shown in S-Lease as James Robert Fisher

5999

Req:R390864 /Doc:DL D727670 /Rev:19-Mar-1997 /NSW LRS /Pgs:ALL /Prt:24-Jun-2026 09:31 /Seq:2 of 5
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be discovered hereafter as lying under the surface of the said land hereby appointed together with the liberty for the reversioner or reversioners without entering on the surface of the said land hereby appointed and without doing any acts which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said metals and minerals hereby lastly hereinbefore excepted and reserved and for such purpose to make maintain and use any necessary and convenient underground works whatsoever to the intent that the said James Robert Leggo Fisher may become the registered proprietor in fee simple of the surface lands comprised in the said Sub-lease No. C606064 to the extent only directed and intended by the said Holt Sutherland Estate Act 1900 PROVIDED ALWAYS that the Company and its assigns shall hold the residue of the lands comprised in the said Lease No. 50950 subject to all the provisoes conditions and agreements in the said Lease contained and on the part of the Company to be observed and performed as (if at all) varied by the Holt Sutherland Estate Act 1900 and to the provisions of the same Act And the reversioner and reversioners shall in respect of such residue be entitled to the benefit of all conditions and powers of re-entry for non-payment of rent and other powers and reservations in the said Lease contained in all respects as if this Transfer had not been made.

IN WITNESS WHEREOF the Common Seal of the Holt Sutherland Company (1933) Limited was hereunto affixed at Sydney this thirtyfirst day of July 1947.

THE COMMON SEAL of the HOLT SUTHERLAND COMPANY (1933) LIMITED was affixed hereto by the Directors present at a Meeting of THE BOARD OF DIRECTORS of that Company held this thirtyfirst day of July 1947 and such Directors thereupon signed this Transfer in the presence of—

Directors

Secretary

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

SIGNED in my presence by the said James Robert Leggo Fisher who is personally known to me—

J. R. L. Fisher.

Req:R390864 /Doc:DL D727670 /Rev:19-Mar-1997 /NSW LRS /Pgs:ALL /Prt:24-Jun-2026 09:31 /Seq:3 of 5
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Perpetual Trustee Company (Limited)

33-39 HUNTER STREET, SYDNEY

No. 1098 19 August 1947

RECEIVED from James Robert Leggo Fisher

the sum of One hundred pounds

being the purchase money for the fee simple of all that piece of land situate in the Parish of Sutherland and County of Cumberland being the whole of the land comprised in Sub-Lease No. C606064 dated 5th December 1937

from the Holt Sutherland Company (1933) Limited

to James Robert Fisher

and part of the land comprised in Memorandum of Lease registered No. 50990.

£100 — — W. Robertson Cashier

Req:R390864 /Doc:DL D727670 /Rev:19-Mar-1997 /NSW LRS /Pgs:ALL /Prt:24-Jun-2026 09:31 /Seq:4 of 5
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D727670

No. 1

Memorandum of Transfer (ad transfer of Lease) of

Lot 4 D.P. 9762

S. Sutherland

(excepting + reserving mines of coal etc)

Lodged by

MINTER, SIMPSON & CO.,

SYDNEY

HOLT SUTHERLAND COMPANY (1933) LIMITED

Transferror.

James Robert Leggo Fisher *Transferee.*

Sub Proj: C 606064
Receipt else money.

Particulars entered in the Register Book, Vol. 5364

Folio 125.

the 18th day of February 1948,

at ~~minutes~~ 12 o'clock

~~in the~~ noon.

M.P.D. T. Wells

Registrar General.

REGISTRAR GENERAL NEW SOUTH WALES

PROGRESS RECORD

	INITIALS	DATE
SENT TO SURVEY DRAFTING BRANCH		
DRAFT [illegible]	[illegible]	11-3-48
DRAFT EXAMINED	[illegible]	11/3
DIAGRAM CHECKED	[illegible]	10/5
DIAGRAM EXAMINED	[illegible]	10/5/48
DRAFT FORWARDED	[illegible]	
CHECKED	[illegible]	13/5
CANCELLATION [illegible]	[illegible]	18/5/48

VOL. 5826 FOL. 99

Req:R390864 /Doc:DL D727670 /Rev:19-Mar-1997 /NSW LRS /Pgs:ALL /Prt:24-Jun-2026 09:31 /Seq:5 of 5
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STATUTORY DECLARATION

I, JAMES ROBERT LEGGO FISHER of PARRAMATTA in the State of New South Wales, — CLERK — do hereby solemnly and sincerely declare as follows:

1. I am the Lessee mentioned and described in Memorandum of Lease No. C606064 as JAMES ROBERT FISHER:

2. I am the Transferee mentioned and described in Memorandum of Conversion Transfer No. D727670 as JAMES ROBERT LEGGO FISHER:

3. I am identical with and the same person as the JAMES ROBERT FISHER mentioned and described in the said Memorandum of Lease No. C606064. My correct baptismal name being JAMES ROBERT LEGGO FISHER, but I have been in the habit of omitting the name of LEGGO.

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 Parramatta
this Thirteenth day of December
one thousand nine hundred and forty seven
before me Geo. W. Gordon J.P.

James Robert Leggo Fisher.

Req:R390860 /Doc:DL F132017 /Rev:03-Apr-1997 /NSW LRS /Pgs:ALL /Prt:24-Jun-2026 09:31 /Seq:1 of 4
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F132017 (2)

New South Wales THREE POUNDS STAMP DUTY M23 II 49 R

Fees—
Lodgment £ 1 1 0
Endorsement 1 1 0
Certificate 1 1 0
Total ..... £ 3 3 0

MEMORANDUM OF TRANSFER.

(REAL PROPERTY ACT, 1900.)

HOLT SUTHERLAND COMPANY (1933) LIMITED (hereinafter called the Company) being registered as the proprietors for a term of fifty-six years from the first day of July 1899 under Memorandum of Lease registered No. 50990 as extended by the Holt Sutherland Estate Act 1900 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 the sum of Two hundred and twenty-five pounds (£225) paid by ARCHIBALD FERGUSON of Sydney Solicitor to the Perpetual Trustee Company (Limited) the Australian trustee of the Will of Thomas Holt late of Sydney pursuant to Section 7 of the said Holt Sutherland Estate Act 1900 the receipt of which sum is hereby acknowledged by the said Perpetual Trustee Company (Limited) testified by the receipt hereto annexed) doth hereby in exercise and in pursuance of the power and direction in Section 7 of the said Holt Sutherland Estate Act 1900 and of all other powers enabling it appoint and transfer to the said Archibald Ferguson

All the estate and interets of the registered Proprietor in fee simple in the surface of ALL that parcel of land situated in the Parish of Sutherland County of Cumberland and being part of the land comprised in Certificate of Title dated the 15th February 1943 Registered Vol. 5364 fol. 126 and in the said Lease Number 50990 and being the surface of the whole of the land comprised in Sub-lease Number C482841 from the Holt Sutherland Estate Company Limited to Archibald Ferguson And doth also transfer to the said Archibald Ferguson all the estate and interest of which it the said Holt Sutherland Company (1933) Limited is registered Proprietor Together with all its rights and powers in respect thereof as comprised in the said Lease No. 50990 in and so far only as regards the land comprised in the said Sub-lease No. C482841 excepting and reserving to the said Company and its assigns during the residue now unexpired of the term of the said Lease No. 50990 as extended by the Holt Sutherland Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the Mines and premises next herein excepted and reserved in reversion immediately expectant on the said Lease No. 50990 (all of whom including the Perpetual Trustee Company (Limited) and other the Australian Trustees or Trustee for the time being of the said Will of the said Thomas Holt deceased are hereinafter included in the term the reversioner and reversioners) all Mines beds seams and veins of coal iron and other metals and minerals comprised in the said Lease No. 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred together with liberty for the Company and its assigns during such residue and subject thereto for the reversioner and reversioners without entering on the surface of the said land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses building or buildings now erected or henceforth to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said Mines seams and veins of coal iron and other metals and minerals and for such purposes to make maintain and use any necessary and convenient underground works whatsoever and subject to and reserving unto the person or persons entitled thereto all rights of way across the said land hereby appointed And excepting and reserving unto the said reversioner and reversioners all metals and minerals not comprised in the said Lease No. 50990 and which are now known or shall

Lots 2 & 3 D.P. 9762

S2736.

Req:R390860 /Doc:DL F132017 /Rev:03-Apr-1997 /NSW LRS /Pgs:ALL /Prt:24-Jun-2026 09:31 /Seq:2 of 4
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be discovered hereafter as lying under the surface of the said land hereby appointed together with the liberty for the reversioner or reversioners without entering on the surface of the said land hereby appointed and without doing any acts which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said metals and minerals hereby lastly hereinbefore excepted and reserved and for such purpose to make maintain and use any necessary and convenient underground works whatsoever to the intent that the said Archibald Ferguson may become the registered proprietor in fee simple of the surface lands comprised in the said Sub-lease No. C482841 to the extent only directed and intended by the said Holt Sutherland Estate Act 1900 PROVIDED ALWAYS that the Company and its assigns shall hold the residue of the lands comprised in the said Lease No. 5C990 subject to all the provisoes conditions and agreements in the said Lease contained and on the part of the Company to be observed and performed as (if at all) varied by the Holt Sutherland Estate Act 1900 and to the provisions of the same Act And the reversioner and reversioners shall in respect of such residue be entitled to the benefit of all conditions and powers of re-entry for non-payment of rent and other powers and reservations in the said Lease contained in all respects as if this Transfer had not been made.

IN WITNESS WHEREOF the Common Seal of the Holt Sutherland Company (1933) Limited was hereunto affixed at Sydney this twenty-seventh day of October 1949.

THE COMMON SEAL of the HOLT SUTHERLAND COMPANY (1933) LIMITED was affixed hereto by the Directors present at a Meeting of THE BOARD OF DIRECTORS of that Company held this twenty-seventh day of October 1949. and such Directors thereupon signed this Transfer in the presence of—

[signature]
Asst Secretary

[signature]
W O Prince
Directors

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

SIGNED in my presence by the said ARCHIBALD FERGUSON who is personally known to me—

[signature]
Solicitor
Sydney

A Ferguson

Req:R390860 /Doc:DL F132017 /Rev:03-Apr-1997 /NSW LRS /Pgs:ALL /Prt:24-Jun-2026 09:31 /Seq:3 of 4
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Perpetual Trustee Company (Limited)

33-39 HUNTER STREET, SYDNEY

No. 1228 23rd November 1949

RECEIVED from Archibald Ferguson

the sum of two hundred & twenty five pounds — being the purchase money for the fee simple of all that piece of land situate in the Parish of Sutherland and County of Cumberland being the whole of the land comprised in Sub-Lease No. C483841 dated 16th October 1936 from the Holt Sutherland Company (1933) Limited to Archibald Ferguson and part of the land comprised in Memorandum of Lease registered No. 50990.

£225

Cashier

017

Memorandum of Transfer (and Transfer of Lease) of

Lodged by

Req:R390860 /Doc:DL F132017 /Rev:03-Apr-1997 /NSW LRS /Pgs:ALL /Prt:24-Jun-2026 09:31 /Seq:4 of 4
© Office of the Registrar-General /Src:TRISearch /Ref:26?1409

F132017

No. Memorandum of Transfer (and Transfer of Lease) of

Lodged by

MINTER, SIMPSON & CO.,
SYDNEY
Solicitor to the Rural Bank of New South Wales

Excepting all mines & minerals etc.

HOLT SUTHERLAND COMPANY (1933) LIMITED
Transferror

Transferee

Particulars entered in the Register Book, Vol. 5364 Folio 125

Lease No. 648841

Receipt for Purchase money No. 1558

the 22nd day of March 1950,
at minutes 12 o'clock
in the noon.

T. Wells
Registrar General.

PROGRESS RECORD.

	INITIALS	DATE
SENT TO SURVEY DRAFTING BRANCH		
RECEIVED FROM REGN. ROOM		
DRAFT WRITTEN	[illegible]	6/3/50
DRAFT EXAMINED	[illegible]	8/3/50
DIAGRAM PREPARED	[illegible]	11/4/50
DIAGRAM EXAMINED	[illegible]	13
DRAFT FORWARDED	[illegible]	13.4
ENGROSSERS	[illegible]	23/5
CANCELLATION CLERK	[illegible]	13.7.50

VOL. 6133 FOL. 110

Req:R390869 /Doc:DP 0545660 P /Rev:28-Oct-1992 /NSW LRS /Pgs:ALL /Prt:24-Jun-2026 09:31 /Seq:1 of 1
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Plan Form 1

PLAN OF SUBDIVISION OF LOT 3 D.P. 200249

D.P. 545660

Registered: 8/10/12/1970

C.A.: N° 210/70 of 15-10-70

Title System: Torrens

Purpose: Subdivision

Ref. Map: Sutherland Sht 19

Last Plan: D.P. 200249

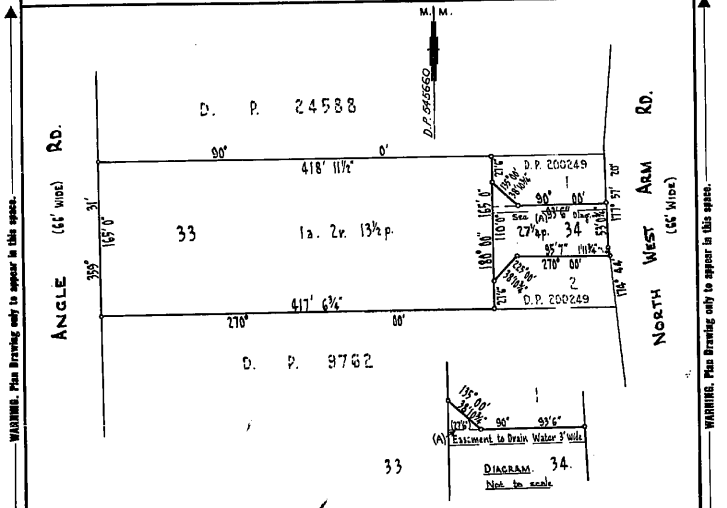
Mun./Shire/City Sutherland

Town or Locality Grays Point

Parish Sutherland

County Cumberland Scale 80 feet to an inch.

OFFICE USE ONLY. Y 0 1 2 A 1 B



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

(A) It is intended to create pursuant to Sec.88 B of the Conveyancing Act 1919-1964 an Easement to Drain Water 3' Wide as set out in accompanying instrument signed by the Council Clerk.

W. J. Scarff.

Australia and New Zealand Bank Limited (now Australia and New Zealand Banking Group Limited by virtue of Australia and New Zealand Banking Group Act, 1970) as mortgagee under mortgage No. L190736 hereby consents to the within Plan of Subdivision

Signed and Sealed by the said Bank at Sydney by its Attorney

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
INCORPORATING ANZ BANK AND ERA BANK
by its Attorney

JOHN HEDLEY NICHOLLS

who is personally known to me.

and I, the said Attorney, state that I have not received any notice of the revocation of either of the Powers of Attorney registered in the Office of the Registrar General Sydney as Nos. 115854 and 117181 Miscellaneous Register under which this document is executed.

A Justice of the Peace
New South Wales

DIVISIONAL MANAGER OR SENIOR MANAGER
Authorised for the time being of
AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

instrument filed as M05/8

I, Trevor Maxwell Austin

of 320 Pacific Hwy, Lane Cove 2066

a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate, has been completed from P.200249 & records, and has been made *(1) by me (2) under my immediate supervision in accordance with the Survey Practice Regulations, 1933, and was completed on 5-11-70

Signature S.M. Austin
Surveyor Registered under Surveyors Act, 1929, as amended.
Datum Line of Azimuth.
*Strike out either (1) or (2). †Insert date of survey.

Council Clerk's Certificate.

I hereby certify that—
(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and
*(b) the requirements of section 349 of the [Metropolitan Water, Sewerage, and Drainage Act, 1924, as amended, [Hunter District Water, Sewerage, and Drainage Act, 1938, as amended,

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

Subdivision No. 210/70

Date 15.10.70

(Signature) E. J. Marr Council Clerk.

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

M.R.D.

SURVEYOR'S REFERENCE.

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 545660

FEET	INCHES	METRES
1	11 3/4	0.605
3	-	0.915
27	6	8.38
38	10 3/4	11.855
53	0 3/4	16.175
66	-	20.115
93	6	28.5
95	7	29.135
110	-	33.53
165	-	50.29
417	6 3/4	127.27
418	11 1/2	127.7

AC	RD	P	SQ M
-	-	27 1/4	689.2
1	2	13 1/2	6412

I, Jack Hayward Watson, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 12th day of August, 1976.

Jack Watson

M 95166

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964.

Sheet 1 of one sheet

Part 1

Plan DP545660 Subdivision covered by Council Clerk's Certificate number 210/70 of 1970.

Full name and address of the proprietor of the land: Winifred Joan Scarff of 158 North West Arm Road, Sutherland, Solicitor

1. Identity of easement or restriction firstly referred to in abovementioned plan: easement to drain water three feet wide

Schedule of lots, etc. affected

Lots burdened	Lots, name of road or authority benefited
34	Lot 33

Name of person whose consent is required to release the easement firstly referred to in the above mentioned plan

The Council of the Shire of Sutherland

Signed in my presence by the said Winifred Joan Scarff who is personally known to me:

W J Scarff

J.P

Approved by Sutherland Shire Council

A. G. Hill, Shire Clerk

Australia and New Zealand Bank Limited (now Australia and New Zealand Banking Group Limited by virtue of Australia and New Zealand Banking Group Act, 1970) as mortgagee under mortgage No. L190736 hereby consents to the within Instrument.

Signed and Sealed by the said Bank at Sydney by its Attorney JOHN HAROLD NICHOLLS who is personally known to me.

Position of the Witness New South Wales

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED (INCORPORATING ANZ BANK AND GIAA BANK) by its Attorney and I, the said Attorney, state that I have not received any notice of the revocation of either of the Powers of Attorney registered in the Office of the Registrar General Sydney as Nos. 115854 and 117183 Miscellaneous Register under which this document is executed.

REGIONAL MANAGER OR SENIOR MANAGER ACTING FOR THE TIME BEING OF AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

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

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 19th May, 1986

Req:R390863 /Doc:DP 0545660 B /Rev:28-Oct-1992 /NSW LRS /Pgs:ALL /Prt:24-Jun-2026 09:31 /Seq:1 of 1
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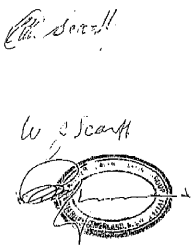
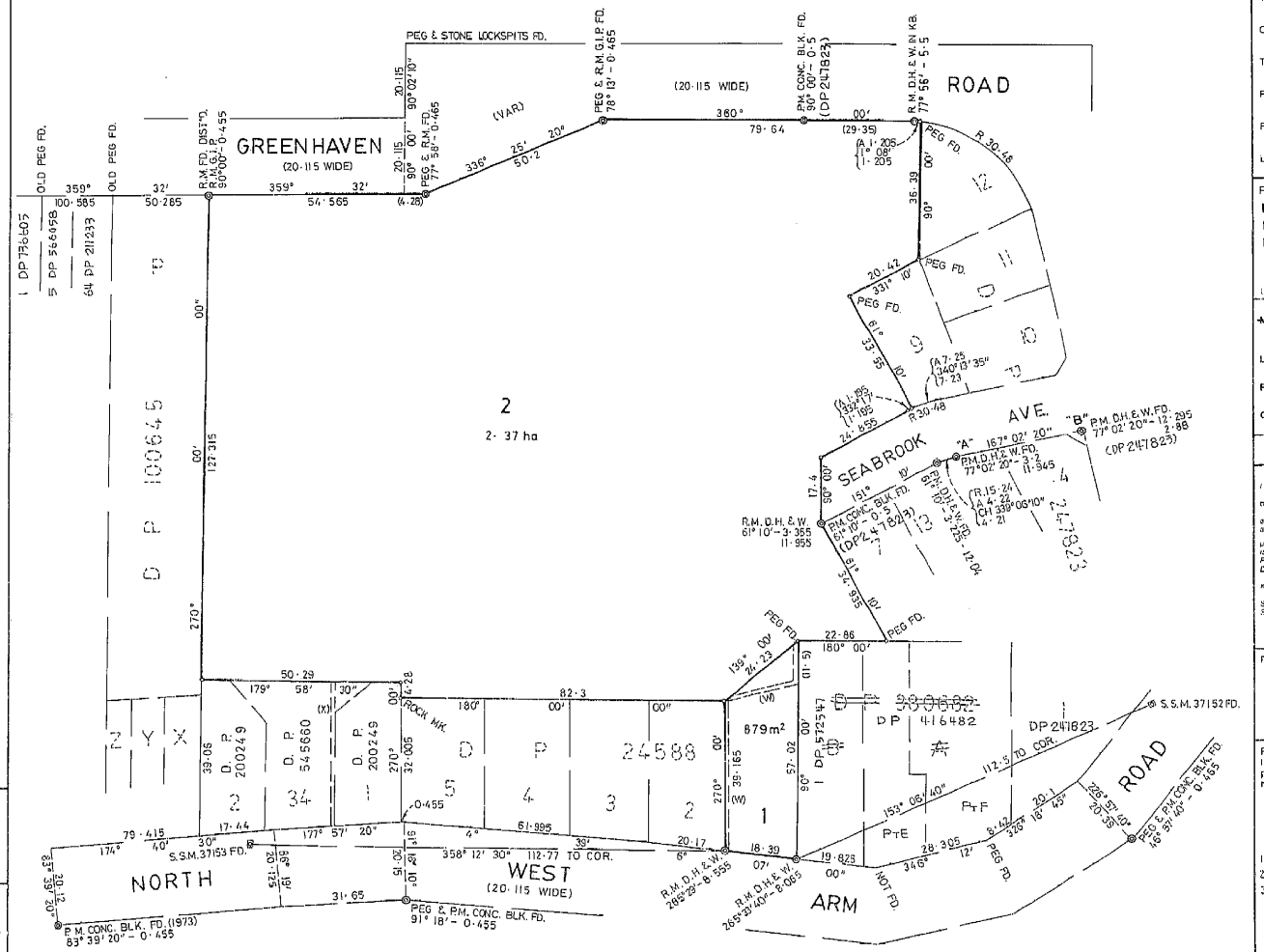
PLAN FORM 2 — Plan Drawing only to appear in this space — *OFFICE USE ONLY

SIGNATURE AND SEALS ONLY.





(W) EASEMENT TO DRAIN WATER 1 WIDE.
(X) EASEMENT TO DRAIN WATER 0·915 WIDE VIDE D.P. 545660 (M95166)

Crown Lands Office Approval

*PLAN APPROVED ..... Authorised Officer
Land District .....
Paper No. .....
Field Book ..... pages .....

Council Clerk's Certificate

I hereby certify that —

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

*(b) the requirements of section 348 of the † Metropolitan Water, Sewerage and Drainage Act, 1924, as amended ~~Illawarra District Water, Sewerage and Drainage Act, 1938, as amended~~

have been complied with by the applicant in relation to the proposed ..... SUBDIVISION .....
(Insert "new road", "subdivision" or "consolidated lot") set out herein

Subdivision No. ...68/89.....
Date .....16.10.89.....
(Signature) ..... for Council Clerk
Council File No. ...SA752/181.....

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

SURVEYOR'S REFERENCE: 1101/2 MPD

DP 803284

Registered: DT 27·7·1990
C.A.: No 68/89 OF 16-10-89
Title System: SUBDIVISION
Purpose: TORRENS
Ref. Map: U0030-93#
Last Plan: DP 24588 DP 247823 DP 545660

PLAN OF SUBDIVISION OF
LOT 8 D.P. 247823
LOT 1 D.P. 24588
LOT 33 D.P. 545660

Lengths are in metres. Reduction Ratio 1: 800

~~Mun./Shire~~ City: SUTHERLAND
Locality: GRAYS POINT
Parish: SUTHERLAND
County: CUMBERLAND

This is sheet 1 of my plan in ..... sheets.
(Delete if inapplicable)

I, TREVOR MAXWELL AUSTIN
of 119A NORTH ROAD RYDE 2112
a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate and has been made in accordance with the Survey Practice Regulations, 1933 and any special requirements of the Department of Lands, and was completed on
24 TH. JULY, 1989
Signature ..... Surveyor registered under Surveyors Act, 1929, as amended.
Datum Line of Azimuth: "A" – "B"
#insert date of survey.

Plans used in preparation of survey/compilation.
D.P. 247823 D.P. 24588 D.P. 545660
D.P. 380682 D.P. 100645 D.P. 200249

PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restrictions as to user.

IT IS INTENDED TO CREATE PURSUANT TO SEC 88B OF THE CONVEYANCING ACT AS AMENDED:
1 EASEMENT TO DRAIN WATER 1 WIDE.
2 RESTRICTION AS TO USER
3 RESTRICTION AS TO USER.

Y 0 2 A I A

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 Table of mm 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 31st July, 1990

10 20 30 40 50 60 70 Table of mm 110 120 130 140

Req:R390861 /Doc:DP 0803284 P /Rev:01-Nov-1992 /NSW LRS /Pgs:ALL /Prt:24-Jun-2026 09:31 /Seq:1 of 1
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

Dimensions are in metres (Sheet 1 of 2 Sheets)

PART 1

Plan: DP803284

Subdivision of LOT 8 in DP247823 and LOT 1 in DP24588 and LOT 33 in DP545660 Covered by Council's Clerk's Certificate 68 of 1989

Full name and address of Proprietor of land.

C.W.T. and W.J. SCARFF
163 NORTH WEST ARM ROAD
GRAY'S POINT

---

1. Identity of Easement or restriction firstly referred to in the abovementioned Plan.

Easement to drain water 1 wide

SCHEDULE OF LOTS ETC., AFFECTED

Lots Burdened	Lots, Name of road or Authority Benefited
1	2

---

2. Identity of Easement or restriction secondly referred to in the abovementioned Plan.

Restriction as to user

SCHEDULE OF LOTS ETC., AFFECTED

Lots Burdened	Lots, Name of road or Authority Benefited
2	THE COUNCIL OF THE SHIRE SUTHERLAND

---

3. Identity of Easement or restriction secondly referred to in the abovementioned Plan.

Restriction as to user

SCHEDULE OF LOTS ETC., AFFECTED

Lots Burdened	Lots, Name of road or Authority Benefited
1	THE COUNCIL OF THE SHIRE OF SUTHERLAND

C.W.T. Scarff
W.J. Scarff.

Approved by The Council of the Shire of Sutherland .....
Council Clerk

REGISTERED DT 27.7.1990

DP803284

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

Dimensions are in metres (Sheet 2 of 2 Sheets)

PART 1

Plan: Subdivision of LOT 8 in DP247823 and LOT 1 in DP24588 and LOT 33 in DP545660 Covered by Council's Clerk's Certificate 68 of 1989

PART 2

TERMS OF RESTRICTION AS TO USER SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

No residential development shall be permitted on the Lot hereby burdened until subdivision of the land has been completed to the standards and specifications of the Council of the Shire of Sutherland.

TERMS OF RESTRICTION AS TO USER THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

No main dwelling shall be erected unless the building application submitted to Council makes provision for two vehicles to stand behind the fixed 7.5 metre building line together with satisfactory access thereto, details of such provision is to be included in the building application.

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENTS OR RESTRICTIONS REFERRED TO IN THE ABOVEMENTIONED PLAN.

The Council of the Shire Sutherland

SIGNED in my presence

by GORDON WILLIAM THOMAS SCARFF ..... C.W.T. Scarff .....

and WINIFRED JOAN SCARFF ..... W.J. Scarff .....
Proprietors

..... D.J. Minehan .....
Signature of Witness

..... DONAL JOHN MINEHAN .....
Name and Address of Witness
40 RAILWAY CRES
JANNALI
SOLICITOR

Approved by The Council of the Shire of Sutherland .....
Council Clerk

REGISTERED DT 27.7.1990

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 31st July, 1990

10 20 30 40 50 60 70 Table of mm 110 120 130 140

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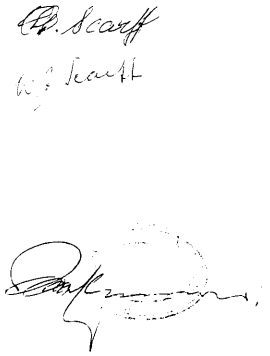
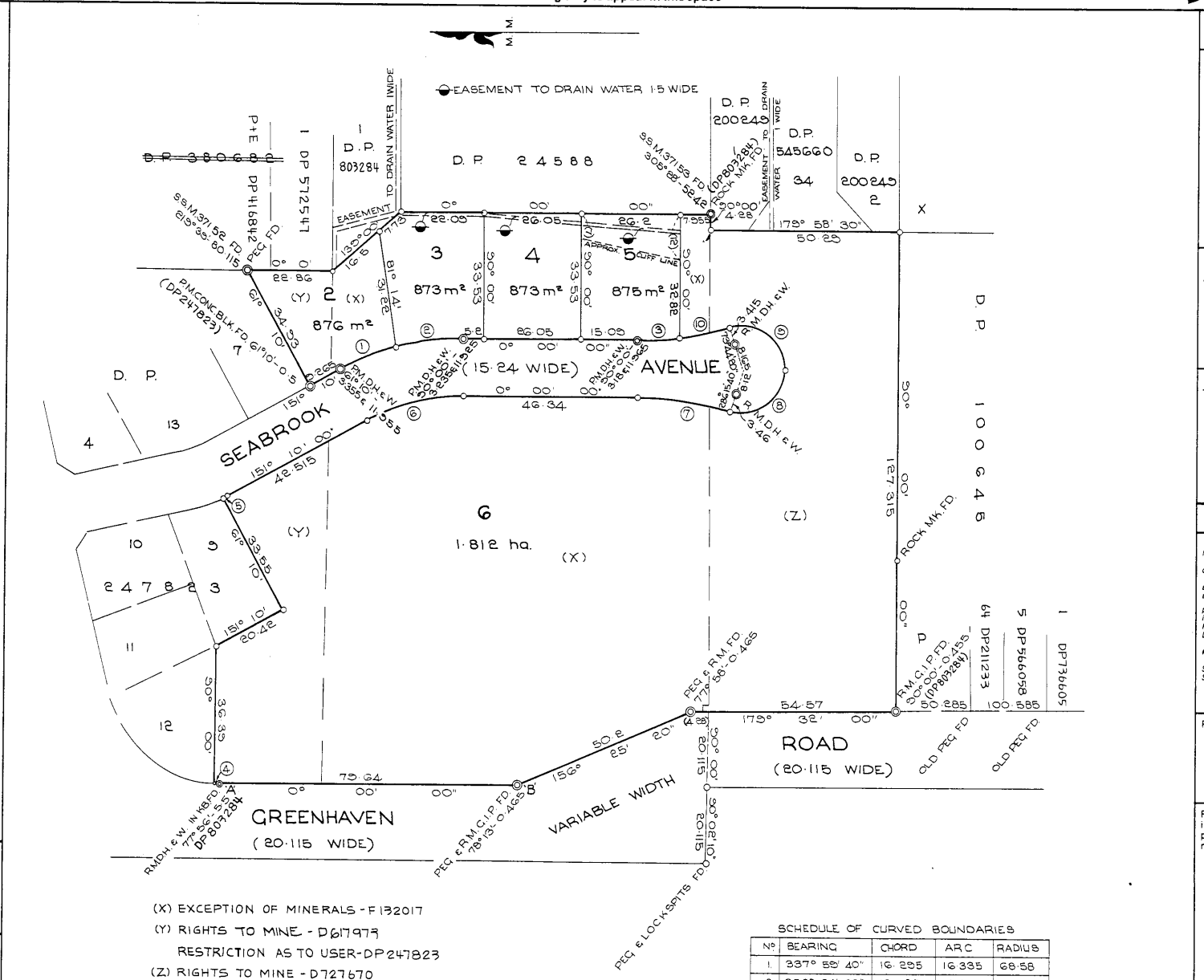
PLAN FORM 2

Plan Drawing only to appear in this space

*OFFICE USE ONLY

SIGNATURE AND SEALS ONLY





(X) EXCEPTION OF MINERALS - F132017

(Y) RIGHTS TO MINE - D617979
RESTRICTION AS TO USER-DP247823

(Z) RIGHTS TO MINE - D727670
BENEFITED BY EASEMENT TO DRAIN WATER - DP545660

SCHEDULE OF CURVED BOUNDARIES

No	BEARING	CHORD	ARC	RADIUS
1	337° 59' 40"	16·295	16·335	68·58
2	356° 24' 20"	18·125	18·18	68·58
3	356° 21' 00"	11·135	11·14	87·48
4	1° 09' 30"	1·205	1·205	30·48
5	152° 11' 40"	1·195	1·195	30·48
6	165° 35' 10"	26·56	26·84	58·34
7	188° 07' 50"	24·74	24·865	87·48
8	143° 07' 50"	18·53	21·48	11·58
9	36° 52' 10"	18·53	21·48	11·58
10	348° 13' 20"	13·67	13·685	87·48

DP 803285 (E)

Registered: DT 30·7·1990

C.A.: No 21/90 OF 27-3-90

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U0030-93#

Last Plan: DP803284

PLAN OF SUBDIVISION OF LOT 2 IN D.P. 803284

Lengths are in metres. Reduction Ratio 1: 800

~~Mun./Shire City~~: SUTHERLAND

Locality: GRAYS POINT

Parish: SUTHERLAND

County: CUMBERLAND

This is ~~sheet 1 of~~ my plan in sheets.
(Delete if inapplicable)

I, TREVOR MAXWELL AUSTIN

of 119A NORTH ROAD, RYDE, 2112

a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate and has been made in accordance with the Survey Practice Regulations, 1933 and any special requirements of the Department of Lands, and was completed on

1-2-90

Signature

Surveyor registered under Surveyors Act, 1929, as amended.
Datum Line of Azimuth 'A-B'
#Insert date of survey.

Plans used in preparation of survey/compilation.

D.P. 247823 D.P. 200249
D.P. 247882
D.P. 545660
D.P. 100645
D.P. 380682

PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restrictions as to user.

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT AS AMENDED

IT IS INTENDED TO CREATE:

1. EASEMENT TO DRAIN WATER 1·5 WIDE
2. RESTRICTION AS TO USER.
3. RESTRICTION AS TO USER.
4. RESTRICTION AS TO USER.
5. RESTRICTION AS TO USER.
6. RESTRICTION AS TO USER.

IT IS INTENDED TO DEDICATE SEABROOK AVENUE AS PUBLIC ROAD.

Crown Lands Office Approval

PLAN APPROVED .....
Authorised Officer

Land District .....

Paper No. .....

Field Book ..... pages .....

Council Clerk's Certificate

I hereby certify that –

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

*(b) the requirements of section 34B of the † Metropolitan Water, Sewerage and Drainage Act, 1924, as amended, ~~† Hunter District Water, Sewerage and Drainage Act, 1938, as amended~~

have been complied with by the applicant in relation to the proposed SUBDIVISION
(Insert "new road", "subdivision" or "consolidated lot") set out herein

Subdivision No. 21/90

Date 27/3/90

Signature .....

Delegate, Council Clerk

Council File No. S.A. 72/181

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

† Delete if inapplicable.

SURVEYOR'S REFERENCE: 1101/3

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 Table of mm 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

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Req:R390866 /Doc:DP 0803285 B /Rev:12-Aug-1997 /NSW LRS /Pgs:ALL /Prt:24-Jun-2026 09:31 /Seq:1 of 3
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

Dimensions are in metres. (Sheet 1 of 3 Sheets)

PART 1

Plan: DP803285

Subdivision of LOT 2 in DP
Covered by Council Clerk's Certificate
No. 21 of 1990

Full name and address of Proprietor of the land.

GORDON WILLIAM THOMAS SCARFF &
WINIFRED JOAN SCARFF
163 NORTH WEST ARM ROAD
GRAY'S POINT

---

1. Identity of Easement or restriction Firstly referred to in abovementioned Plan.

Easement to drain water 1.5 wide

SCHEDULE OF LOTS ETC., AFFECTED

Lots Burdened	Lots, Name of road or Authority Benefited
~~1 in DP~~	~~2,3,4,5,6~~
3	4,5,6
4	5,6
5	6

2. Identity of Easement or restriction Secondly referred to in abovementioned Plan.

Restriction as to user

SCHEDULE OF LOTS ETC., AFFECTED

Lots Burdened	Lots, Name of road or Authority Benefited
6	THE COUNCIL OF THE SHIRE OF SUTHERLAND

3. Identity of Easement or restriction Thirdly referred to in abovementioned Plan.

Restriction as to user

SCHEDULE OF LOTS ETC., AFFECTED

Lots Burdened	Lots, Name of road or Authority Benefited
2,3,4&5	THE COUNCIL OF THE SHIRE OF SUTHERLAND

4. Identity of Easement or restriction Fourthly referred to in abovementioned Plan.

Restriction as to user

SCHEDULE OF LOTS ETC., AFFECTED

Lots Burdened	Lots, Name of road or Authority Benefited
2,3,4&5	Every other Lot

5. Identity of Easement or restriction fifthly referred to in abovementioned Plan.

Restriction as to user

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened	Lots, Name of road or Authority Benefited
5	THE COUNCIL OF THE SHIRE OF SUTHERLAND

APPROVED SUTHERLAND SHIRE COUNCIL ..... SHIRE CLERK

REGISTERED DT 30-7-1990

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

Dimensions are in metres.

Plan: DP 803285

Subdivision of lot 2 in DP
Covered by Council Clerk's Certificate
No. 21 of 1990

PART 1

6. Identity of restriction Sixthly referred to in abovementioned plan.

Restriction as to user

SCHEDULE OF LOTS ETC., AFFECTED

Lots Burdened
2,3,4,& 5

Lots, Name of road or Authority Benefited
THE COUNCIL OF THE SHIRE OF SUTHERLAND

PART 2

TERMS OF RESTRICTION AS TO USER SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

No residential development shall be permitted on the Lot hereby burdened until subdivision of the land has been completed to the standards and specifications of the Council of the Shire of Sutherland.

TERMS OF RESTRICTION AS TO USER THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

No main dwelling shall be erected unless the building application submitted to Council makes provision for two vehicles to stand behind the fixed 7.5 metre building line together with satisfactory access thereto including an approved gutter crossing details of such provision is to be included in the building application.

TERMS OF RESTRICTION AS TO USER FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

1. Not more than one main building or residence and no residential flat building shall be erected upon each lot nor shall any one building be used for more than one residence. No material other than new material shall be used in the construction of any building erected on any lot and no roof of any such building shall be of any material other that tile or oven cured pre-painted steel and no main building shall be erected or permitted to remain on any such lot with other than external walls of at least 75% brick or brick veneer provided that the remaining 25% shall be of materials approved by G.W.T. Scarff.

2. No temporary building shall be erected and the final inspection shall be carried out by the responsible officer of the Sutherland Shire Council and Council's approval of the dwelling shall be obtained prior to the same being occupied as a dwelling.

3. There shall not at any time be worked carried on or permitted to be worked or carried on any trade or business of any kind.

4. No advertisement sign or hoarding shall be erected.

5. No fence shall be erected unless the previous written approval of Gordon William Thomas Scarff or his Executors or administrators shall first have been obtained to the design thereof and the materials to be used in the construction thereof.

APPROVED SUTHERLAND SHIRE COUNCIL..... Deputy SHIRE CLERK

REGISTERED DT 30·7·1990

Req:R390866 /Doc:DP 0803285 B /Rev:12-Aug-1997 /NSW LRS /Pgs:ALL /Prt:24-Jun-2026 09:31 /Seq:3 of 3
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Dimensions are in metres (Sheet 3 of 3 Sheets)

Plan: DP803285

Subdivision of lot 2 in DP
Covered by Council Clerk's Certificate
No. 21 of 1990

6. In the event of any attempt by any person from time to time the registered proprietor of any lot to have the above covenants or any one or more of them released varied or modified by recourse to legal process or in any other way than with the consent of Gordon William Thomas Scarff or his executors of administrators then such registered proprietor for the time being shall in addition to his own costs and fees be responsible for and shall pay on demand all costs and fees incurred by Gordon William Thomas Scarff or his executors or administrators in ensuring or attempting to ensure the maintenance of the covenants or any one or more of them.

NAME OF PERSON empowered to release vary or modify the Restrictions as to User fourthly referred to in abovementioned plan.

GORDON WILLIAM THOMAS SCARFF.

TERMS OF RESTRICTION AS TO USER FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

Development is restricted to the area west of the undercut cliff lines. Footing excavations within 5 metres of the cliff line should be inspected by a suitable qualified and experienced civil engineer or engineering geologist.

TERMS OF RESTRICTION AS TO USER SIXTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

Any dwelling is to be constructed on piers taken to bedrock. Cutting and filling are to be kept to a minimum and should not exceed 1.5 metres in depth. Batter slopes should not be steeper than 2 horizontal to 1 vertical or should be retained by a properly designed and engineered retaining wall founded on bedrock.

NAME OF AUTHORITY empowered to release vary or modify the easements and restrictions firstly secondly thirdly fifthly and sixthly referred to in the abovementioned plan.

THE COUNCIL OF THE SHIRE OF SUTHERLAND.

SIGNED in my presence
by GORDON WILLIAM THOMAS SCARFF ..... W. Scarff .....

and WINIFRED JOAN SCARFF ..... W J Scarff .....

... D.J. Mulhall .....
SIGNATURE OF WITNESS.

... DONAL JOHN MINEHAN .....
NAME AND ADDRESS OF WITNESS

.... 40 RAILWAY CRES TANNALI

APPROVED SUTHERLAND SHIRE COUNCIL..... D Honeyman .....
Deputy SHIRE CLERK

REGISTERED DT 30-7-1990

Applicant:

Ljs Conveyancing Services
122, Grays Point Road
GRAYS POINT NSW 2232

Planning Certificate – Section 10.7 (2) Certificate Environmental Planning and Assessment Act, 1979

Certificate no:	ePC:26/6685	Delivery option:	
Certificate date:	24/06/2026	Your reference:	26/1409

Property:

Lot 19 DP 826580
26 Greenhaven Road GRAYS POINT NSW 2232

Zone:

* Sutherland Shire Local Environmental Plan 2015
Zone C3 Environmental Management

Notes:

(a) The information in this certificate only relates to the real property Identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.

(b) The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.

Disclaimer:

(a) This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.

INFORMATION PURSUANT TO SECTION 10.7(2), ENVIRONMENTAL PLANNING & ASSESSMENTACT, 1979

1. Names of relevant 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:

Environmental Planning Instruments

* Sutherland Shire Local Environmental Plan 2015
* SEPP (Exempt and Complying Development Codes) 2008
* SEPP (Housing) 2021
* SEPP (Biodiversity and Conservation) 2021
* SEPP (Industry and Employment) 2021
* SEPP (Planning Systems) 2021
* SEPP (Primary Production) 2021
* SEPP (Resources and Energy) 2021
* SEPP (Resilience and Hazards) 2021
* SEPP (Transport and Infrastructure) 2021
* SEPP (Sustainable Buildings) 2022

Development Control Plans

Sutherland Shire Development Control Plan 2015

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:

Draft Environmental Planning Instruments

No Draft State Environmental Planning Policies (SEPP) apply.

Draft SSLEP2015 - Changes to Clauses 4.1(3C) & 4.3(2B)

regarding standards applying to dual occupancy developmentDraft SSLEP2015 Minor Amendments applies to the land. The amendment proposes to:
Change the maximum building height (HOB) of development in Zone E4 General Industrial from 16m to 18m;
Align SSLEP2015 Schedule 3 Zone C4 Environmental Living Complying Development provisions for bushfire prone land to align with Division 2 1.19A (4) of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008;
Amend SSLEP2015 Clause 6.14(8) so that the landscape area concession applies to all lots with an access handle or which are burdened by a right of way;
Modify Schedule 1 Additional Permitted Uses of the SSLEP2015 allowing development for the purposes of a recreation area at Loftus Oval, and to rezone Heathcote Oval and Grays Point Oval from Zone C1 National Parks and Nature Reserves to RE1 Public Recreation to align land use and zoning, following the transfer of ownership of the land back to Council

Draft Development Control Plans

Draft Sutherland Shire Development Control Plan 2015 applies.

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,

Sutherland Shire Local Environmental Plan 2015
Zone C3 Environmental Management

(i) Permitted without consent:

Home occupations

(ii) Permitted with consent:

Bed and breakfast accommodation; Boat sheds; Dwelling houses; Environmental protection works; Flood mitigation works; Health consulting rooms; Home businesses; Home industries; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Roads; Secondary dwellings; Tank-based aquaculture

(iii) Prohibited:

Industries; Multi dwelling housing; Residential flat buildings; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item (i) or (ii).

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

No Additional Permitted Uses apply to this land.

(d) Do development standards apply 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?

Under Sutherland Shire Local Environmental Plan 2015 there are no relevant development standards for the erection of a dwelling house due to site dimensions.

(e) Is the land in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*?

No

(f) Is the land in a conservation area, however described?

No

(g) Is an item of environmental heritage situated on the land, however described?

There is no item of environmental heritage situated on the property.

3. Contribution Plans

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

* The 2016 Section 7.12 Development Contributions Plan applies to this property (Effective 01/01/17).

State Housing and Productivity Contribution applies to this property (Effective 01/10/23).
Draft Local Infrastructure Contributions Plan 2026 applies to the property .

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

No areas within Sutherland Shire are currently part of a special contributions area.

4. Complying Development

(1) The extent to which 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 may be carried out on the land under the Housing Code.

(Note: this code applies only to land within, or proposed to be within, the following zones R1, R2, R3, R4 or RU5. Check the zoning on the front of this certificate.)

Housing Alterations Code

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

Industrial and Business Alterations Code

Complying development may be carried out on the land under the Industrial and Business Alterations Code.

Industrial and Business Buildings Code

Complying development may be carried out on the land under the Industrial and Business Buildings Code.

(Note: this code applies only to land within, or proposed to be within, the following zones E1, E2, E3, MU1, E4, E5, W4, SP1, SP2, SP3 or SP5. Check the zoning on the front of this certificate.)

Container Recycling Facilities Code

Complying development may be carried out on the land under the Container Recycling Facilities Code.

Subdivisions Code

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

Rural Housing Code

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

(Note: this code applies only to land within, or proposed to be within, the following zones RU1, RU2, RU3, RU4, RU6 or R5. Check the zoning on the front of this certificate.)

Low Rise Housing Diversity Code

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

(Note: this code applies only to land within, or proposed to be within, the following zones RU5, R1, R2 or R3. Check the zoning on the front of this certificate.)

Pattern Book Development Code

Complying development may be carried out on the land under the Pattern Book Development Code.

(Note: this code applies only to land within, or proposed to be within, the following zones R1, R2 or R3. Check the zoning on the front of this certificate.)

Green Field Housing Code

Complying development under the Greenfield Housing Code may be carried out on the land.

(Note: This code applies to land within the Greenfield Housing Code Area as mapped in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.)

General Development Code

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

Demolition Code

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

Fire Safety Code

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

Inland Code

Complying development may be carried out on the land under the Inland Code.

(Note: This code only applies to local government areas specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. At this time it does not apply to Sutherland Shire.)

Agritourism and Farm Stay Accommodation Code

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

(Note: this code applies only to land within the following zones RU1, RU2, or RU4. Check the zoning on the front of this certificate.)

5. Exempt Development

(1) The extent to which 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.

General Exempt Development Code

Exempt development may be carried out on the land under the General Exempt Development Code.

Advertising and Signage Exempt Development Code

Exempt development may be carried out on the land under the Advertising and Signage Exempt Development Code.

Temporary Uses and Structures Exempt Development Code

Exempt development may be carried out on the land under the Temporary Uses and Structures Exempt Development Code.

6. Affected building notices and building product rectification orders

(1) Is council is aware that—

(a) an affected building notice is in force in relation to the land, or

No

(b) a building product rectification order is in force in relation to the land that has not been fully complied with, or

No

(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

No

(2) In this section—

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

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

7. Land Reserved for Acquisition

Does any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 of this certificate make provision in relation to the acquisition of the land by an authority of the State, as referred to in section 3.15 of the Act?

No

8. Road Widening and Road Realignment

(a) Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

No

(b) Is the land affected by any road widening or road realignment under any environmental planning instrument?

No

(c) Is the land affected by any road widening or road realignment under any resolution of the Council?

No

9. Flood related development controls information

(1) Is the land or part of the land within the flood planning area and subject to flood related development controls?

No

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

No

(3) In this clause—

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.

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

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

This land has been wholly or partly identified as bush fire prone land under the Rural Fire Service's Bush Fire Prone Land Mapping for the Sutherland Shire. Chapter 40 of Sutherland Shire Development Control Plan 2015 sets controls for the development of Bush Fire Prone Land.
The land has been classified as Class 5 on the Acid Sulfate Soils Maps in the Sutherland Shire Local Environmental Plan 2015. Accordingly the land is subject to the provisions of clause 6.1 which detail the restrictions to works within this Class.

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

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.

Is the land bush fire prone?

All of the land to which this certificate relates is bushfire prone land as defined under the Environmental Planning and Assessment Act 1979.

12. Loose-fill asbestos insulation

Does 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?

No

13. Mine Subsidence

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

No

14. Paper subdivision information

(1) Is the land subject to any development plan adopted by a relevant authority that—

(a) applies to the land?, or

(b) is proposed to be subject to a ballot?

No

(2) Is the land subject to a subdivision order that applies to the land, and if so what is the date of the order?

No

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

15. Property Vegetation Plans

Has Council been notified that the land is subject to a property vegetation plan which is approved and in force under the *Native Vegetation Act 2003*, Part 4?

No

16. Biodiversity stewardship sites

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

No

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

17. Biodiversity Certified Land

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

No

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

18. Orders Under Trees (Disputes Between Neighbours) Act 2006

Has Council been notified of an order made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land?

No.

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, has 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?

The Coastal Management Act 2016 does apply to Sutherland Shire. However, in the LGA there are no properties subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services.

(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.

20. Western Sydney Aerotropolis

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

(a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17?, or
No

(b) shown on the Lighting Intensity and Wind Shear Map?, or
No

(c) shown on the Obstacle Limitation Surface Map?, or
No

(d) in the "public safety area" on the Public Safety Area Map?, or
No

(e) in the "3 kilometre wildlife buffer zone" or the "13 kilometre wildlife buffer zone" on the Wildlife Buffer Zone Map?
No

Note: *State Environmental Planning Policy (Precincts—Western Parkland City) 2021* does not apply to any land in Sutherland Shire.

21. Development Consent Conditions for Seniors Housing

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

No

22. Site Compatibility Certificates and Development Consent Conditions for Affordable Rental Housing

(1) Is 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.

None found.

(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, section 21(1) or 40(1).

None found.

(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).

None found.

(4) In this section—

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

23. Water or sewerage services

If water or sewerage services are, or are to be, provided to the land under the Water Industry Competition Act 2006, a statement to that effect.

Note— A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the Water Industry Competition Act 2006, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to

be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.

24. Special Entertainment Precincts

Is the land or part of the land in a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B?

No

25. Interim development in future infrastructure corridors

If State Environmental Planning Policy (Transport and Infrastructure) 2021, section 4.7A applies to the land, is there a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under that section?

No

Any Other Prescribed Matter

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) Is the land significantly contaminated land within the meaning of that Act?
No

(b) Is the land subject to a management order within the meaning of that Act?
No

(c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?
No

(d) Is the land subject to an ongoing maintenance order within the meaning of that Act?
No

(e) Is the land subject of a site audit statement within the meaning of that Act?
No

Additional Information

Council holds additional information relating to this property for provision in accordance with Section 10.7(5) of the Environmental Planning and Assessment Act, 1979.

For further information please telephone [02] 9710 0333.

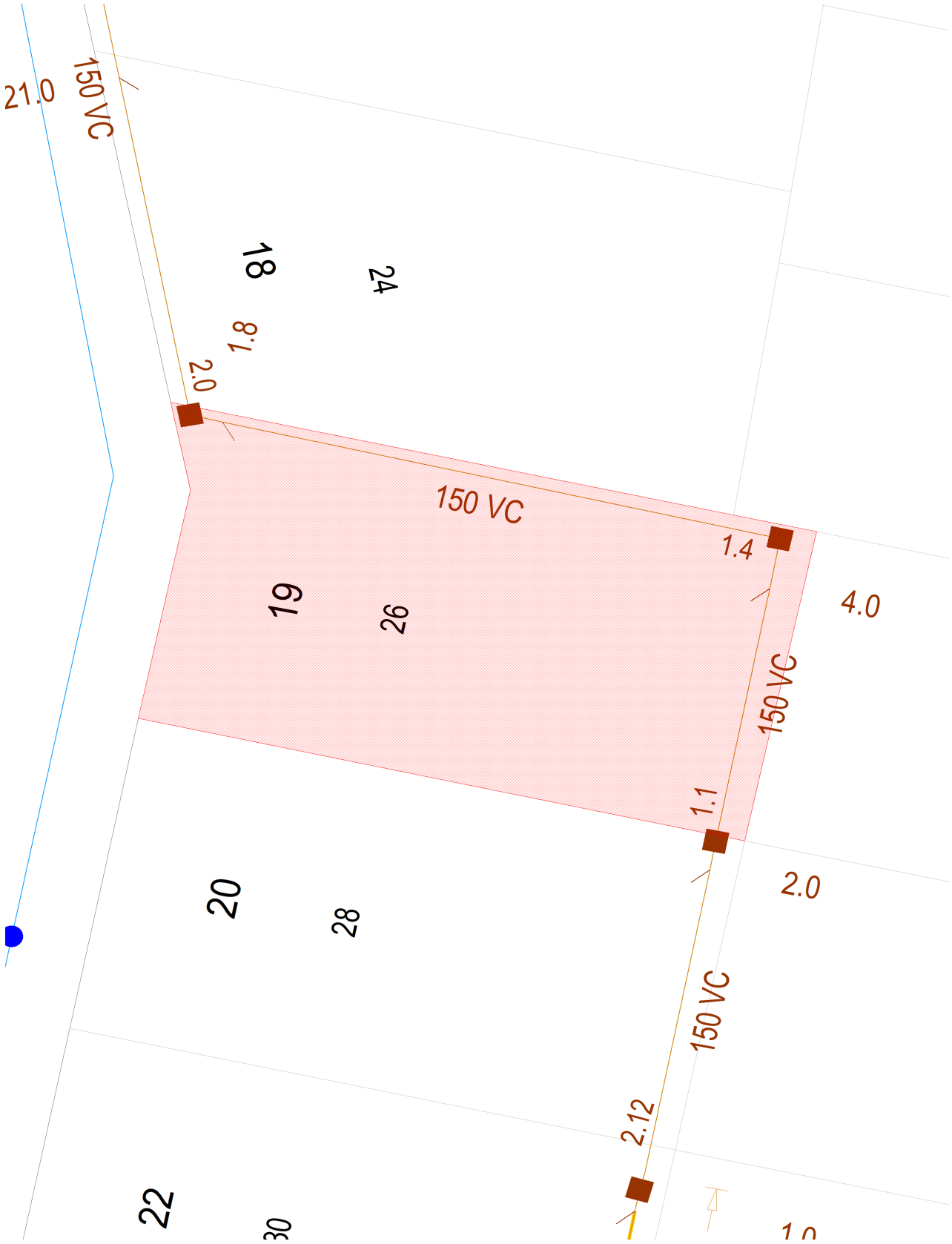
Yours faithfully



Beth Morris
Strategic Planning Manager

Service Location Print

Application Number: 8005350137



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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

Sewer Main (with flow arrow & size type text) — 225 PVC
Disused Main
Rising Main
Maintenance Hole (with upstream depth to invert) — 1.7
Sub-surface chamber
Maintenance Hole with Overflow chamber
Ventshalft EDUCT — VSE
Ventshaft INDUCT — VSI
Property Connection Point (with chainage to downstream MH) — 10.8
Concrete Encased Section — Concrete Encased
Terminal Maintenance Shaft — TMS
Maintenance Shaft — MS
Rodding Point — RP
Lamphole
Vertical — VERT
Pumping Station — SP0882
Sewer Rehabilitation

Pressure Sewer

Pressure Sewer Main
Pump Unit (Alarm, Electrical Cable, Pump Unit)
Property Valve Boundary Assembly
Stop Valve
Reducer / Taper
Flushing Point — FP

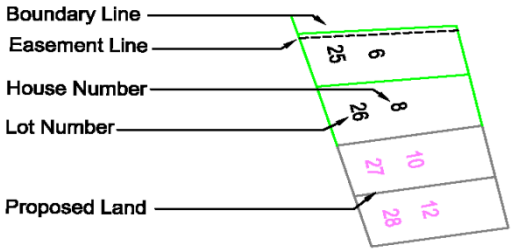
Vacuum Sewer

Pressure Sewer Main
Division Valve
Vacuum Chamber
Clean Out Point

Stormwater

Stormwater Pipe
Stormwater Channel
Stormwater Gully
Stormwater Maintenance Hole

Property Details



Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

WaterMain - Potable (with size type text) — 200 PVC
Disconnected Main - Potable
Proposed Main - Potable
Water Main - Recycled
Special Supply Conditions - Potable
Special Supply Conditions - Recycled
Restrained Joints - Potable
Restrained Joints - Recycled
Hydrant
Maintenance Hole
Stop Valve
Stop Vale 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

Private Mains

Potable Water Main
Recycled Water Main
Sewer Main
Symbols for Private Mains shown grey

Disclaimer
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Pipe Types

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

Further Information

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

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

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

Disclaimer
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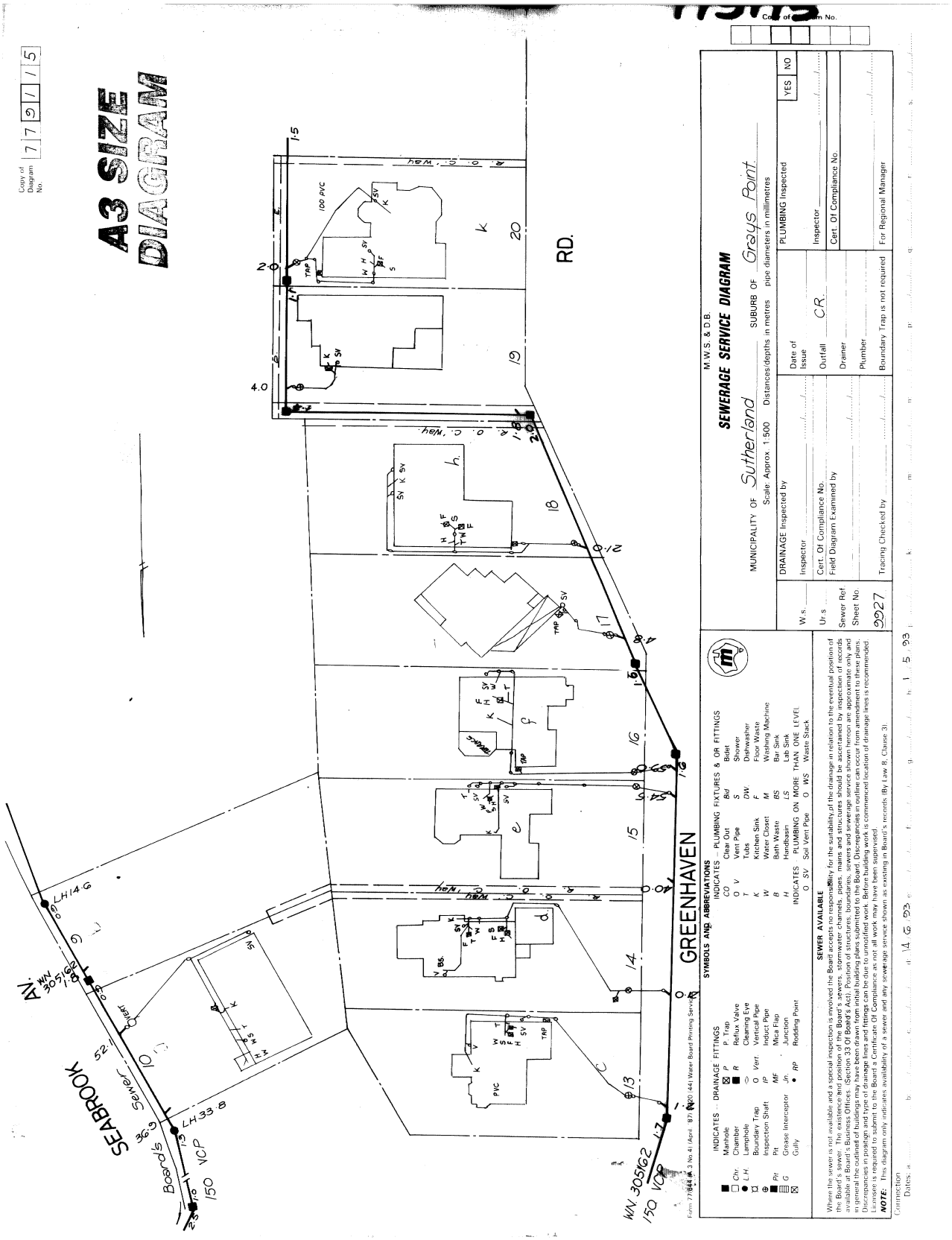
Sewer Service Diagram

Application Number: 8005350138



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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 PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
   (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
   (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
   (c) Has the vendor a Building Information Certificate of a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
   (d) Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the Environmental Planning and Assessment Act) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
   (e) In respect of any residential building work carried out in the last 7 years:
      (i) please identify the building work carried out;
      (ii) when was the building work completed?

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

17.
(a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
(b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?

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

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

Affectations/Benefits

20.
(a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
(i) whether there are any existing breaches by any party to it;
(ii) whether there are any matters in dispute; and
(iii) whether the licensor holds any deposit, bond or guarantee.
(b) In relation to such licence:
(i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
(ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

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

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

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

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

Capacity

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

Requisitions and transfer

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

27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser

to make any RW payment.

28. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
29. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
30. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
31. The purchaser reserves the right to make further requisitions prior to completion.
32. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.