

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	eCOS ID: 177723939	NSW DAN:
vendor's agent	Skyline Real Estate 3/14 Frenchs Forest Road FRENCHS FOREST NSW 2086		Phone: 9452 3444 Fax: 9452 4555 Ref:
co-agent			
vendor	Sharmila Charmarathi Raju and Jagadish Sangappa Kallur 6 Niangala Place FRENCHS FOREST NSW 2086		
vendor's solicitor	L C Muriniti & Associates 15/8-12 Pacific Parade Dee Why NSW 2099		Phone: (02) 9972 3633 Fax:
date for completion	18 December 2025	(clause 15)	Email: info@lcmuriniti.com.au
land	6 NIANGALA PL FRENCHS FOREST NSW 2086		
(Address, plan details and title reference)	17/808175 17/808175		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

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

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

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

buyer's agent

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

SIGNING PAGE

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

vendor agrees to accept a *deposit-bond*

NO yes

Nominated Electronic Lodgment Network (ELN) (clause 4)

Manual transaction (clause 30)

NO yes

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

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

land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

Purchaser must make an *GSTRW payment*
(residential withholding payment)

NO yes (if yes, vendor must provide further 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) – further 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 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 *RW rate* (residential withholding rate): \$

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

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

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

- 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 22 of the Swimming Pools Regulation 2018).
- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.
- 2 Deposit and other payments before completion**
- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

6 NIANGALA PL FRENCHS FOREST 2086

SALE BY AUCTION

1. If the property is or is intended to be sold at auction: Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the Property, Stock and Business Agents Regulation 2003 and Section 68 of the Property, Stock and Business Agents Act 2002:

The following conditions are prescribed as applicable to and in respect of the sale by auction of land:

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

2. The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land;

- a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
- b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
- c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

CONDITIONS TO CONTRACT FOR SALE OF LAND

BETWEEN: JAGADISH SANGAPPA KALLUR AND SHARMILA CHARMARTHI RAJU

AND:

PROPERTY: 6 NIANGALA PLACE, FRENCHS FOREST NSW 2086

1. A sufficient statement of the Vendor title shall be deemed included in the description of the property herein before appearing and such statement shall have been deemed to have been given to the Purchaser at the date hereof.
2. The Purchaser acknowledges that he is not relying upon any warranty or undertaking of any description whether given by the Vendor or their Agent or otherwise other than such warranties, undertaking and stipulations as are expressly set out in this contract
3. The Purchaser hereby acknowledges that they purchase the property in its present state of repair and condition and with all defects both latent and patent and including, but not limited to, any damage by any insect or animal infestation, decay, water penetration or subsidence.
4. The Purchaser shall take the title subject to existing water, sewerage, drainage, gas and electricity or other installations and services [if any] and shall make no objection, requisition or claim for compensation if any such services are joint services with any other property or properties, or if the sewer main of the respective Water Board passes through or penetrates the property or if any such services pass through an adjoining property and there is no easement appurtenant thereto.
5. It is expressly agreed between the parties hereto that in any circumstances justifying the Vendor or the Purchaser issuing to the other a Notice to Complete making time of the essence of this contract, a period of fourteen (14) days shall be deemed to be reasonable and sufficient notice for the purpose.
6. The party serving a Notice to Complete may:
 - (a) at anytime withdraw the Notice to Complete by further notice to the Party in default; and
 - (b) at its option issue a further Notice to Complete.
 - (c) Charge the other party \$ 500.00 upon completion.
7. Notwithstanding anything hereinbefore contained, the Vendor and the Purchaser agree that the deposit paid under this contract, or part of such deposit, is to be released for use by the Vendor as a deposit in the purchase of real estate in New South Wales, or for the payment of the stamp duty on the purchase or any stamp duty payable on sale.

If release for the purpose of a deposit, the amount is to be placed with and held in trust by a Licenced Real estate Agent, or the Vendor's Conveyancer or Solicitor appointed as a stake holder in such purchase and shall not be released further without the written consent of the Purchaser named in the contract. The parties further agree that upon receipt of a request in writing from the Vendor or the Vendor's Conveyancer, the stakeholder in this contract shall release the deposit or part thereof to the Vendor for the aforesaid purposes by:-

- (a) A cheque in favour of the stakeholder named in the contract for the property being purchased by the vendor; and/or
- (b) Bank cheque in favour of Revenue NSW.

Such request shall be accompanied by a copy of the front page of the contract for the Vendor's purchase.

8. The Vendor specifically discloses that the property may lie within an area which the Electricity Commission holds a Petroleum Exploration Licence for oil and gas pursuant to the Petroleum Act 1955. The vendor directs the purchaser's attention in particular to section 47, 49 and 50 of that Act. The purchaser shall make no objection or claim for compensation by reason of any matter or thing disclosed in this condition.
9. If for any reason whatsoever [other than default of the Vendor] completion of this contract does not take place on or before the date nominated in this contract, then the Purchaser shall pay the Vendor interest on the balance of the price of 8 percentum (8%) per annum calculated on daily rests from the nominated date of completion until the actual date of completion.
10. The Purchaser warrants that they have not been introduced to the Vendor or to the property by or through any Agent other than the one named in this contract as the Vendor Agent and did not learn that the property was for sale through any other Agent and agrees to indemnify and keep indemnified the Vendor against any claim, action or demand by any Agent other than the one stipulated in this contract. It is expressly agreed that this warranty and indemnity shall not extend to any claim made upon the Vendor and still current at the date hereof.
11. If a survey report is annexed to this contract the Purchaser acknowledges having inspected the Survey and agrees that no objection requisition or claim for compensation shall be made in respect of any matter referred to in the Survey.
12. The Purchaser [subject always to the provisions of this contract and the provisions of section 52A of the Conveyancing Act 1919 [as amended] acknowledges that :
 - i) This contract constitutes the entire contract between the Purchaser and the Vendor notwithstanding any negotiations and discussions held or documents signed or brochures or statements made before the date of this contract.
 - ii) Neither the Vendor nor anyone on the Vendor' behalf has made any representation or warranty upon which the Purchaser relies as to fitness or suitability for the particular purpose or otherwise in respect of the property or any part of it or of any financial return or income to be derived from the property and the Purchaser will not object, requisition or claim compensation in relation thereto.
13. Without in any manner limiting or restricting any rights or remedies which have been available to the Vendor or Purchaser at law or in equity had this condition not been included. Should either the Vendor or the Purchaser, and if more than one then any one of them or all of them, prior to completion:-
 - i) Die or become mentally ill then the other party may rescind this contract by notice in writing to the defaulting party's solicitor and thereupon this contract shall at an end and the provisions of Condition 19 hereof shall apply.
 - ii) Be declared bankrupt or enter into any scheme or arrangement for the benefit of creditors or have any petition for the winding up of the defaulting party presented or enter into any scheme of arrangement with his creditors under the Provisions of the Corporations Law or should any Liquidator Receiver or Official manager be appointed in respect of the defaulting party, then the defaulting party shall be deemed to be in default of an essential condition hereof.
 - iii) For the purposes of this special condition a reference to:
 - (a) The defaulting party shall be construed to mean the party who dies, or becomes mentally ill, or is declared bankrupt or enters into a scheme of arrangement or has any petition for its winding up presented;
 - (b) The other party shall be construed to mean the party who is not a person who is subject to any of the matters referred to in sub-paragraph (a) herein above.
14. The parties agree that the provisions of this contract shall not merge on completion in the transfer on completion and shall continue to bind the parties notwithstanding completion of this contract.
15. The Vendor shall not be under any obligation to obtain a Certificate of Compliance pursuant to the Local Government Act NSW 1993 nor to take any action nor to do anything other than granting access to council to enable the Purchaser to obtain such a certificate

16. Excluded from this sale are all items which comprise tenant's fixtures, plant equipment, fittings and things situated in or upon the property.
17. The Vendor will not be responsible for any mechanical breakdown of any electrical or mechanical device or machinery situated on, upon, above, within or under the property and the Purchaser will accept any such machinery or devices in the condition and state of repair in which they may be in at the time of completion.
18. If one or more of the provisions of this contract is/are invalid, illegal or unenforceable then the remaining provisions shall not be impaired or affected thereby and the contract will be read, if possible, as if the offending parts were not part thereof.
19. In this contract words importing the singular shall be read to include the plural and the masculine gender shall include the feminine or the neuter or visa versa and words importing persons shall include corporations.
20. The Vendor discloses that SEPP28 has been repealed and that some provisions of SEPP25 and SREP12 that allowed subdivision of dual occupancies have been repealed, and the attached Section 10.7 (2 & 5) Certificate may be inaccurate in respect of those matters.
21. Notwithstanding any provisions to the contrary contained in Clauses 6, 7 and 8 the Purchaser acknowledges and agrees that any claim for compensation which does not exceed 5% of the price in respect of the amount so claimed shall be deemed to be a requisition entitling the Vendor to rescind under Clause 8.
22. The Purchaser specifically acknowledges and agrees that for the purpose of Clause 10 the substance of a matter shall be deemed to have been disclosed in this Contract if that matter appears in any documents or writing attached to this Contract.
23. The Purchaser shall make no requisition or claim for compensation or rescind or terminate this Contract in respect of anything appearing in, disclosed in, or apparent from any documents or writing attached to or forming any part of this Contract whether stated to be attached or not.
24. Notwithstanding the provisions of Clause 11.2 the Vendor shall not be obligated to reimburse the Purchaser in respect of any expense incurred or work undertaken in or towards compliance with a Worker Order otherwise relating to the property unless such expense was incurred or work undertaken with the knowledge and written consent of the Vendor.
25. The Contract shall be amended as follows: -
 - (i) the words "on reasonable grounds" shall be deleted from Clause 8.1;
 - (ii) the words "and those grounds" shall be deleted from Clause 8.1.2;
 - (iii) The words "plus another 20% of that fee" shall be deleted from Clause 16.5;
 - (iv) Delete Clause 25.2 from the contract.
26. GST
 - (i) GST means any tax, levy, charge or impost generally imposed pursuant to the New Tax System (Goods and Services Tax) Act 1999 or any other Bill or Act of the Parliament of the Commonwealth of Australia which the Vendor is obliged to pay in respect of the sale or supply of the subject matter of this Contract.
 - (ii) The amount of the GST, if any payable by the Vendor will be payable by the Purchaser in addition to the Price under this Contract. The Price shown in this contract does not include GST. The GST amounts will be notified by the Vendor to the Purchaser before the date for payment of the Price and must be paid by the Purchaser to the Vendor in the same manner and at the same time as the rest of the Price.
 - (iii) The Vendor shall only be obliged to issue to the Purchaser a Tax Invoice following a payment of Money by the Purchaser which amount of money includes the price specified on page one plus an amount of money which fully compensates the Vendor for GST with the result that the amount retained by the Vendor from the sale of the property the subject of this Contract is the price net any GST paid or payable to the Commissioner of Taxation.

(iv) If Goods & Services Tax ("GST") is imposed on this sale, then, notwithstanding the provisions of clause 13 hereof or anything contained to the contrary or indicated to the contrary on page 2 of this contract or any other part of this contract, the purchaser must pay, in addition to all money paid or due and payable under the terms and conditions of this contract, the GST so payable and the purchaser agrees to indemnify the vendor from and against the amount of the GST that is or becomes payable. This condition shall not merge on completion.

(v) This clause is an essential term of this contract.

27. The purchaser warrants and covenants that prior to exchange of this Contract the purchaser have made their own enquiries in respect of any matter relating to any building or structure on the land included in the sale herewith and in this respect the purchaser shall be deemed to be aware of any matter (if any) which might justify the making of any upgrading or demolition order of the local Shire or Municipal Council and to the extent that it is permissible at law, any matter which might justify the making of an upgrading or demolition order by the local Shire or Municipal Council will be deemed to have been expressly disclosed in this Contract and any implied warranty to the contrary is herewith expressly negated. In the event that any part of this Condition will be construed by any Court of law to be void or invalid for any reason, then to the extent that it is possible to do so, that part construed to be void or invalid shall be deemed not to form part of this Special Condition and to the extent that it is possible to do so, the exclusion of that void or invalid section shall not otherwise affect the validity and enforceability of the remainder of this Special Condition.
28. The Vendor covenant that he/she/they will do everything necessary to vacate the premises prior to completion, however in the event that for reasons beyond the Vendor(s) control or ability to foresee it is not possible for the Vendor(s) to vacate the premises prior to completion due to any unforeseen delays associated with the removalists and/or any other unforeseen events beyond the Vendor(s) ability to prevent or control then the Purchaser(s) acknowledge and covenant(s) that the Vendor shall have and shall be entitled to have to a grace period of four (4) hours in which to vacate the premises and provide vacant possession to the Purchaser(s) and in this respect the Purchaser(s) acknowledge(s) that he/she/they shall not be entitled to postpone or delay settlement nor to raise any objections or claim damages or compensation.
29. (a) The Purchaser confirms and warrants to the Vendor that the Purchaser has at the date hereof obtained approval for credit to finance the purchase of the property the subject of this Contract on terms which are reasonable to the Purchaser.
- (b) The Purchaser acknowledges that as a consequence of the disclosure made in sub-clause (a) hereof, this contract cannot be subject to termination pursuant to Section 124 (1) of the Consumer Credit (New South Wales) Act, 1995.
- 30.1 The vendor is normally entitled to require payment of a deposit equal to 10% of the purchase price on the date of the contract.
- 30.2 If the vendor agrees to accept a deposit less than 10% of the purchase price on the date of the Contract, then the purchaser acknowledges:
- (a) the vendor has accepted the reduced deposit on the condition that the purchaser duly observe and punctually performs the purchaser' obligation under this Contract; and
- (b) if the purchaser's default in the observance or performance of any of the purchaser' obligations under the Contract, the purchaser must pay to the vendor an additional amount being the balance of the 10% of the purchase price; and
- (c) if the purchaser fails to pay the additional amount on demand by the vendor, the vendor may recover the additional amount from the purchaser as a debt.
31. The vendor does not warrant that the swimming pool, if any, on the property and the swimming pool fencing enclosure comply with the requirements imposed by the Swimming Pools Act 1992, the Local Government Act 1993 and the regulation prescribed under those Acts. ('the pool fencing compliance') and in this respect the Purchaser(s) acknowledge(s) that he/she/they shall not be entitled to postpone or delay settlement nor to raise any objections raise requisitions seek restitution, remuneration, claim damages or compensation.

If the Purchaser/s requires a swimming pool fence, or should any competent authority issue any notice requiring a swimming pool fence to be built or to be altered pursuant to the current legislation, such fence or alteration shall be built by the purchaser/s at the expense of the Purchaser.

The vendor advise that they do not hold a Certificate of Compliance in relation to the swimming pool.

32. The Vendor discloses that the building on the land complies with Division 7A (Smoke alarms) of Part 9 (fires safety and matters concerning the Building of Australia (of the Environmental Planning and Assessment Regulation 2000).
33. Each party agrees that if on completion any apportionment of outgoings required to be made under this contract is overlooked or incorrectly calculated he will forthwith upon being so requested by the other party make the correct calculation and pay such amount to the other party as is shown by such calculation to be payable. This clause shall not merge on completion.

34. DEPOSIT BONDS

In this Agreement, the word "Bond" means Deposit Bond issued to the Vendor at the request of the Purchaser by (The "Guarantor") and in, and to the effect of, the form annexed hereto and marked "A".

- (a) Subject to paragraphs (c) and (d) below, the delivery of the Bond no later than the time the deposit is required to be paid under this contract to the person ("deposit holder") nominated in this contract to hold the deposit as stakeholder shall, to the extent of the amount guaranteed under the Bond, be deemed to be payment of the deposit in accordance with this contract.
 - (b) On completion of this contract, the Purchaser shall pay to the Vendor, in addition to all other moneys payable under this contract the amount stipulated in the Bond, either by way of cash or unendorsed bank cheque.
 - (c) If the Vendor serves on the Purchaser a notice of termination, then to the extent that the amount has not already been paid by the Guarantor under the Bond, the Purchaser shall forthwith pay the Deposit (or so much thereof as has not been paid) to the deposit holder.
 - (d) The Vendor acknowledges that payment by the Guarantor under the Bond shall, to the extent of the amount paid, satisfy of the Purchaser' obligation to pay the deposit under the previous paragraph.
 - (e) The Vendor acknowledges that the Bond ceases to have effect, and the Guarantor ceases to be liable under the Bond from and including the expiry date of the Bond.
35. The parties agree that notwithstanding anything else herein contained, any and all interest accrued for the 5% deposit that is invested, shall be payable to the vendor.
 36. If separate assessments of Council, water and sewerage rates have not issued as at the date of completion of this Contract for Sale in respect of individual Lots in the subject sub-division then the Purchaser HEREBY AGREES to accept the sum of \$1,200.00 as being the current Council rates payable for the current and subsequent years on each lot in the subject subdivision until the issue of separate assessments and the sum of \$200.00 as being the sewer and water rates for the current quarter on each lot of the subject subdivision until the issue of separate assessments AND rates are to be adjusted between the Vendor and the Purchaser in accordance with Clause 14 hereof on a paid basis on completion and no regard shall be had to the actual assessment which may subsequently be issued by the appropriate authorities after completion.
 37. The Purchaser shall not be entitled to delay completion of this Contract on the grounds that the property is subject to a charge for any unassessed Land Tax at the date of completion but the Purchaser shall accept the vendor's undertaking to comply promptly with the proper requirements of the Commissioner for Land Tax Returns and subject to any necessary adjustment thereof to pay any Land Tax assessed to the Vendor within the time limited by the Assessment Notices when issued.
 38. If the purchaser cancel settlement after appropriate arrangements have been made, the purchaser must pay to the vendor' s solicitors on completion the sum of \$ 200.00 plus GST for each cancellation.
 39. The Purchaser acknowledges that a Certificate under Section 149 of the Environment Planning & Assessment Act indicating the zoning of the land in relation to the property is not available from the Council in the ordinary course

of administration in terms of part 11 of the Regulations prescribed under the Conveyancing Act. 1919 as amended.

Notwithstanding any other clause or provision in this Agreement to the contrary the Purchaser shall not be entitled to make any objection requisition or claim for compensation in relation to zoning which may affect the subject property or the wording of the Certificate which may differ from those contained in the Zoning Certificates contained in this Contract.

Should it be established that at the date fixed for completion of this Agreement that the zoning of the subject property is substantially different to the zoning shown in the Zoning Certificate materially substantially and adversely affects the property. The Purchaser shall be entitled to rescind this Agreement (but shall not be entitled to any other claim against the Vendor in respect of any such matter). whereupon the provisions of Clause 19 hereof shall apply.

40. Electronic Settlement

- (a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.
- (b) The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and the adjusted at settlement, but each party shall pay their own costs.
- (c) Within seven days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join failing which the purchaser may do so.
- (d) Within seven days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.
- (e) Settlement takes place when the financial settlement takes place
- (f) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
- (g) If time is of the essence of the transaction and settlement fails to proceed due to a system failure, then neither party will be in default. If electronic settlement cannot be re-established the next working day the parties must settle in the usual non-electronic manner as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.
- (h) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

41. Exchange on scanned Signatures

- 41.1 The parties agree that an exchange of Contracts where one or more of the signatures by either the vendor(s) or purchaser(s) on the contract is a fax or email will be binding upon the parties.
- 41.2 The solicitor or licensed conveyancer of the party whose signature was a fax or email copy will provide the contract bearing the original signature to the solicitor or licensed conveyancer acting for the other party in the transaction within ten business days of exchange of contracts.
- 41.3 The parties agree that the cover page of the Contract bearing original signatures must be dated the same date as this Contract.

42. Execution of Counterpart Contract

- 42.1 This contract may be signed on one or more counterparts with the effect as if the signatures to each counterpart were on the same instrument and will constitute a valid and binding execution of the contract.

43. DocuSign Signatures

- 43.1 The vendor and purchaser both accept that if either party elects to sign this contract using DocuSign then the following Provisions take effect

- 43.1.1 The other party and their legal representative agree to accept a DocuSigned counterpart contract for the purpose of exchange and settlement; and
- 43.1.2 The other party and their legal representative have no obligation to provide an original wet signature counterpart contract; and
- 43.1.3 The parties agree that a contract signed by DocuSign is legally binding on the party who signed via DocuSign as if the party had signed in original format; and
- 43.1.4 The other party will not make any claim, rescind, terminate or delay settlement for any matter raised within this condition.

44. Guarantee – If Purchaser is a corporation.

This clause applies if the purchaser is a corporation.

The word guarantor means each director or officer of the Purchaser who sign this contract on behalf of the purchaser. Where two or more persons comprise the guarantor, this clause shall bind such persons jointly and each of them severally.

In consideration of the Vendor entering into this contract at the guarantor’s request, the guarantor guarantees to the Vendor:

- (a) Payment of all money payable by the Purchaser under this contract; and
- (b) The performance of all of the Purchaser’ other obligations under this contract.

The guarantor:

- (a) Indemnifies the Vendor against any claim, action, loss, damage, cost, liability, expense, or payment incurred by the Vendor in connection with or arising from any breach or default by the Purchaser of its obligations under this contract; and
- (b) Must pay on demand any money due to the Vendor under this indemnity.

The liability of the guarantor shall not be affected by the granting of the Purchaser of any time, waiver, release or other indulgence, consideration or concession by the Vendor.

The guarantee and indemnity hereby given are to continue and are to remain in full force and effect until the due performance observance and fulfillment by the Purchaser of all term’s provisions and conditions on the part of the Purchaser required to be performed observed and fulfilled in accordance with this contract.

If the Vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor’s obligations under this clause.

The guarantor guarantees to the Vendor the payment of all money by the Purchaser on the dates specified in the contract and the guarantor must pay that money to the Vendor on the due dates if required by the Vendor irrespective of whether the contract has been completed or title has been transferred to the Purchaser provided that upon payment the Vendor will transfer the property to the Purchaser in accordance with the contract.

SIGNED by)
 In the presence of:)
 Guarantor

.....
 Signature of Witness

.....
 Print name of Witness

.....
 Guarantor

45. Use of Deposit for settlement

Should the Vendor require the use of the deposit on settlement in order to settle this matter or any simultaneous purchase or sale, the purchaser authorises the deposit holder to release and transfer the deposit into a nominate trust account or Pexa Source Account within the workspace of the subject matter. The execution of the contract shall be a full and irrevocable authority to the stakeholder named herein to release such deposit as directed by the Vendors.

46. Settlement Date

- a. Notwithstanding any other clause in this contract to the contrary, the vendor will not be required to complete this contract during the period commencing 3.00pm on Monday the 22 December 2025 and ending 5.00 pm Monday the 12 January 2026 (“the Holiday Period”).
- b. A Notice to complete under clause 31 issued less than 14 days before the commencement of the Holiday Period cannot stipulate a date for completion within the Holiday Period.
- c. Neither party may issue a Notice to Complete during the Holiday Period.
- d. If completion does not take place prior to the commencement of the Holiday Period, and the vendor is otherwise ready, able and willing to complete, interest payable by the purchaser will be calculated from the Completion Date to the date of actual completion after the end of the Holiday Period and shall include the Holiday Period notwithstanding that the purchaser is ready, able and willing to settle within the Holiday Period.
- e. The purchaser is not entitled to rescind, terminate or delay completion of this Contract, nor to object, requisition or make a claim in respect of any matters arising from this clause.



FOLIO: 17/808175

SEARCH DATE	TIME	EDITION NO	DATE
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2/9/2025	5:08 PM	8	1/9/2025

LAND

LOT 17 IN DEPOSITED PLAN 808175
AT FRENCHS FOREST
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP808175

FIRST SCHEDULE

JAGADISH SANGAPPA KALLUR
SHARMILA CHARMARTHI RAJU
AS JOINT TENANTS (T AM144320)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 EASEMENT(S) APPURTENANT TO THE LAND ABOVE DESCRIBED CREATED BY:
DP808175 TO DRAIN WATER 1.8 WIDE
- 3 DP808175 RESTRICTION(S) ON THE USE OF LAND
- 4 AV380438 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 86B OF THE CONVEYANCING ACT, 1919.

Lengths are in Metres

Sheet 3 of 8 Sheets

Plan:

DP 808175

Subdivision of Lot 302 D.P.786051, Lot 402 D.P.785970, Lot 502 D.P.786050 and Easement to Drain Water over part of Lot 5 D.P. 239326—

PART I

Full name and address of Proprietor of land:

N.S.W. LAND & HOUSING CORPORATION,
23 - 31 Moore Street,
LIVERPOOL, N.S.W. 2170

6. Identity of Restriction sixthly referred to in abovementioned plan.

RESTRICTION ON USE OF LAND

SCHEDULE OF LOTS ETC. AFFECTED

<u>Lots Burdened</u>	<u>Name of Authority Benefited</u>
5 to 11 inclusive	Council of the Shire of Warringah
34 to 40 inclusive	" " " " "
43 to 50 inclusive	" " " " "

7. Identity of Restriction seventhly referred to in abovementioned plan.

RESTRICTION ON USE OF LAND

SCHEDULE OF LOTS ETC. AFFECTED

<u>Lots Burdened</u>	<u>Name of Authority Benefited</u>
17	Council of the Shire of Warringah
18	" " " " "
19	" " " " "
20	" " " " "

8. Identity of Restriction eighthly referred to in abovementioned plan.

RESTRICTION ON USE OF LAND

SCHEDULE OF LOTS ETC. AFFECTED

<u>Lots Burdened</u>	<u>Name of Authority Benefited</u>
24	Council of the Shire of Warringah
26	" " " " "

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 86B OF THE CONVEYANCING ACT, 1919.

Lengths are in Metres

Sheet 4 of 8 Sheets

Plan:

DP 808175

Subdivision of Lot 302 D.P.786051, Lot 402 D.P.785970, Lot 502 D.P.786050 and Easement to Drain Water over part of Lot 6 D.P. 239326—

PART I

Full name and address of Proprietor of land:

N.S.W. LAND & HOUSING CORPORATION,
23 - 31 Moore Street,
LIVERPOOL, N.S.W. 2170

9. Identity of Restriction ninthly referred to in abovementioned plan.

RESTRICTION ON USE OF LAND

SCHEDULE OF LOTS ETC. AFFECTED

<u>Lots Burdened</u>	<u>Name of Authority Benefited</u>
17	Council of the Shire of Warringah
18	" " " " "
19	" " " " "
20	" " " " "
26	" " " " "
28	" " " " "

10. Identity of Restriction tenthly referred to in abovementioned plan.

RESTRICTION ON USE OF LAND

SCHEDULE OF LOTS ETC. AFFECTED

<u>Lots Burdened</u>	<u>Lots Benefited</u>
Each lot except lot 53	Every other lot except Lot 53

REGISTERED *22-2-91*
22-10-91


REGISTERED *22-2-91*
22-10-91

2

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

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 8th March, 1991



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

Lengths are in Metres Sheet 1 of 8 Sheets

Plan: Subdivision of Lot 302 D.P.786051, Lot 402 D.P.785970, Lot 502 D.P.786050 and Easement to Drain Water over part of Lot 6-D.P. 239326-
DP808175

PART I

Full name and address of Proprietor of land: N.S.W. LAND & HOUSING CORPORATION,
 23 - 31 Moore Street,
 LIVERPOOL, N.S.W. 2170

1. Identity of Easement firstly referred to in abovementioned plan. EASEMENT TO DRAIN WATER 1.5 WIDE 'A'

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened	Lots Benefited
3	2
4	Lot 301 D.P.786051
5	4 and Lot 301 D.P.786051
15	16
21	Lot 401 D.P.785970
24	Lot 401 D.P.785970
32	Part Lot 6 D.P.239326
33	32 & Part Lot 6 D.P.239326
34	32, 33 & Part Lot 6 D.P.239326
37	38, 39
38	39
42	41
43	41, 42
44	41, 42, 43

THE BODY OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE TERMS OF THE EASEMENT FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN IS THE NEW SOUTH WALES LAND AND HOUSING CORPORATION OR THE COUNCIL OF THE SHIRE OF WARRINGAH. THE COST AND EXPENSE OF ANY SUCH RELEASE, VARIATION OR MODIFICATION SHALL BE BORNE BY THE PERSON OR CORPORATION REQUESTING THE SAME IN ALL RESPECTS.

2. Identity of Easement secondly referred to in abovementioned plan. EASEMENT TO DRAIN WATER 1.8 WIDE

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened	Lots or Name of Authority Benefited
15	Council of the Shire of Warringah
22	23, 24, 25, 26, 20, 19, 18, 17
23	24, 25, 26, 20, 19, 18, 17
24	25, 26, 20, 19, 18, 17
25	26, 20, 19, 18, 17
26	20, 19, 18, 17
27	Council of the Shire of Warringah
28	" " " " "
45	" " " " "
46	" " " " "
47	" " " " "
48	" " " " "

REGISTERED 22-2-91 22-10-91

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

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

Lengths are in Metres Sheet 2 of 8 Sheets

Plan: Subdivision of Lot 302 D.P.786051, Lot 402 D.P.785970, Lot 502 D.P.786050 and Easement to Drain Water over part of Lot 6-D.P. 239326-
DP808175

PART I

Full name and address of Proprietor of land: N.S.W. LAND & HOUSING CORPORATION,
 23 - 31 Moore Street,
 LIVERPOOL, N.S.W. 2170

THE BODY OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE TERMS OF THE EASEMENT SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN IS THE NEW SOUTH WALES LAND AND HOUSING CORPORATION OR THE COUNCIL OF THE SHIRE OF WARRINGAH. THE COST AND EXPENSE OF ANY SUCH RELEASE, VARIATION OR MODIFICATION SHALL BE BORNE BY THE PERSON OR CORPORATION REQUESTING THE SAME IN ALL RESPECTS.

3. Identity of Easement thirdly referred to in abovementioned plan. EASEMENT TO DRAIN WATER 1.5 WIDE 'C'

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened	Lots Benefited
15	14
34	35, 36
35	36

THE BODY OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE TERMS OF THE EASEMENT THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN IS THE NEW SOUTH WALES LAND AND HOUSING CORPORATION OR THE COUNCIL OF THE SHIRE OF WARRINGAH. THE COST AND EXPENSE OF ANY SUCH RELEASE, VARIATION OR MODIFICATION SHALL BE BORNE BY THE PERSON OR CORPORATION REQUESTING THE SAME IN ALL RESPECTS.

4. Identity of Easement fourthly referred to in abovementioned plan. EASEMENT TO DRAIN WATER VAR. WIDTH

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened	Name of Authority Benefited
8	Council of the Shire of Warringah

THE BODY OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE TERMS OF THE EASEMENT FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN IS THE NEW SOUTH WALES LAND AND HOUSING CORPORATION OR THE COUNCIL OF THE SHIRE OF WARRINGAH. THE COST AND EXPENSE OF ANY SUCH RELEASE, VARIATION OR MODIFICATION SHALL BE BORNE BY THE PERSON OR CORPORATION REQUESTING THE SAME IN ALL RESPECTS.

5. Identity of Restriction fifthly referred to in abovementioned plan. RESTRICTION ON USE OF LAND

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened	Lots Benefited
Each lot except Lot 53	Every other lot except Lot 53

REGISTERED 22-2-91 22-10-91

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 8th March, 1991



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

Lengths are in Metres

Sheet 5 of 8 Sheets

Plan: Subdivision of Lot 302 D.P.786051, Lot 402 D.P.785970, Lot 502 D.P.786050 and Easement to Drain Water over part of Lot 6 D.P. 299226-
DP 808175

PART II

Full name and address of Proprietor of land: N.S.W. LAND & HOUSING CORPORATION, 23 - 31 Moore Street, LIVERPOOL, N.S.W. 2170

5. Terms of Restriction on Use of Land fifthly referred to in abovementioned plan
- a) Not more than one main building shall be erected on each lot burdened and such building shall not be used or permitted to be used other than as a private residential dwelling provided that duplex units or dual occupancies shall be allowed subject to the requirements of the responsible authority and further provided that nothing in this clause shall prevent the erection of one main building on any allotment arising out of the resubdivision of one or more of the lots burdened.
 - b) No garage or outbuilding shall be erected or permitted to remain on each lot burdened except until after or concurrently with the erection of any main building thereon.
 - c) Without the prior consent in writing of the New South Wales Land and Housing Corporation which the Corporation may in its complete discretion withhold or grant either unconditionally or subject to any conditions whatsoever no building or structure shall be erected on any lot burdened having external walls other than new materials and any such building shall not be of a prefabricated or a temporary structure or of a kit-type construction or which has been transported to or re-assembled on such a lot.
 - d) No fence shall be erected on each lot burdened, closer to the street than the house building line, as fixed by the responsible Shire, Municipal or City Council.
 - e) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the New South Wales Land and Housing Corporation without the consent of the New South Wales Land and Housing Corporation or its successors other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to the New South Wales Land and Housing Corporation or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by the New South Wales Land and Housing Corporation or its successors other than purchasers on sale.
 - f) No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of the New South Wales Land and Housing Corporation or its successors.

REGISTERED *22-2-91*
22-10-91

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

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

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

Lengths are in Metres

Sheet 6 of 8 Sheets

Plan: Subdivision of Lot 302 D.P.786051, Lot 402 D.P.785970, Lot 502 D.P.786050 and Easement to Drain Water over part of Lot 6 D.P. 299226-
DP 808175

PART II

Full name and address of Proprietor of land: N.S.W. LAND & HOUSING CORPORATION, 23 - 31 Moore Street, LIVERPOOL, N.S.W. 2170

- g) No sanitary convenience erected on each lot burdened shall be detached or separated from any building erected thereon except where otherwise required by the responsible authority in which event such sanitary convenience shall not be erected in a conspicuous place or position on the said lot and if the building or structure in which the said sanitary convenience is situated is visible from the street or streets to which the said lot fronts then the same shall be suitably screened.
- h) No earth clay stone gravel soil or sand shall be excavated carried away or removed from each lot burdened except so far as may be reasonably necessary for the erection in accordance with the covenants herein contained of any building or swimming pool on the said lot or for any purpose incidental or ancillary thereto.

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE TERMS OF THE RESTRICTION ON USE OF LAND FIFTHLY REFERRED TO IN ABOVEMENTIONED PLAN IS THE NEW SOUTH WALES LAND AND HOUSING CORPORATION.

6. Terms of Restriction on Use of Land sixthly referred to in the abovementioned plan.

The level of the upper surface of the floor of any habitable dwelling on the land hereby burdened shall not be less than the level related to the Australian Height Datum set out in the table below.

Lot No.	A.H.D. Level	Lot No.	A.H.D. Level
5	85.2	38	82.8
6	86.6	39	83.4
7	87.2	40	83.3
8	87.2	43	82.7
9	86.7	44	82.4
10	85.9	45	82.1
11	85.0	46	81.8
34	81.4	47	81.6
35	81.7	48	81.5
36	82.0	49	81.3
37	82.4	50	80.8

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE TERMS OF THE RESTRICTION ON USE OF LAND SIXTHLY REFERRED TO IN ABOVEMENTIONED PLAN IS THE NEW SOUTH WALES LAND AND HOUSING CORPORATION OR THE COUNCIL OF THE SHIRE OF WARRINGAH. THE COST AND EXPENSE OF ANY SUCH RELEASE, VARIATION OR MODIFICATION SHALL BE BORNE BY THE PERSON OR CORPORATION REQUESTING THE SAME IN ALL RESPECTS.

REGISTERED *22-2-91*
22-10-91

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 8th March, 1991





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

Lengths are in Metres Sheet 7 of 8 Sheets

Plan: Subdivision of Lot 302 D.P.786051, Lot 402 D.P.785970, Lot 502 D.P.786050 and Easement to Drain Water over part of Lot 6 D.P. 299326

DP 808175

PART II

Full name and address of Proprietor of land: N.S.W. LAND & HOUSING CORPORATION, 23 - 31 Moore Street, LIVERPOOL, N.S.W. 2170

7. Terms of Restriction on Use of Land seventhly referred to in the abovementioned plan.

- (a) No vehicular access to or from The Esplanade shall be permitted to or from the land hereby burdened.
- (b) No structure shall be erected on the land marked 'F' on the abovementioned plan of subdivision.
- (c) No earthworks or change in existing ground level or change to the existing overland stormwater flow paths will be permitted on the land marked 'E' on the abovementioned plan of subdivision.

THE BODY OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE TERMS OF THE RESTRICTION ON USE OF LAND SEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN IS THE NEW SOUTH WALES LAND AND HOUSING CORPORATION OR THE COUNCIL OF THE SHIRE OF WARRINGAH. THE COST AND EXPENSE OF ANY SUCH RELEASE, VARIATION OR MODIFICATION SHALL BE BORNE BY THE PERSON OR CORPORATION REQUESTING THE SAME IN ALL RESPECTS.

8. Terms of Restriction on Use of Land eighthly referred to in the abovementioned plan.

- (a) No structure shall be erected on the land marked 'E' on the abovementioned plan of subdivision.
- (b) No earthworks or change in existing ground level or change to the existing overland stormwater flow paths will be permitted on the land marked 'E' on the abovementioned plan of subdivision.

THE BODY OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE TERMS OF THE RESTRICTION ON USE OF LAND SEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN IS THE NEW SOUTH WALES LAND AND HOUSING CORPORATION OR THE COUNCIL OF THE SHIRE OF WARRINGAH. THE COST AND EXPENSE OF ANY SUCH RELEASE, VARIATION OR MODIFICATION SHALL BE BORNE BY THE PERSON OR CORPORATION REQUESTING THE SAME IN ALL RESPECTS.

9. Terms of Restriction on Use of Land ninthly referred to in the abovementioned plan.

Any building application made to the Council of the Shire of Warringah in respect of the land hereby burdened shall be accompanied by a report from a consulting geotechnical engineer approved by Council detailing any likely adverse effect the building and development may have on the stability of the land, together with recommendations to any necessary stabilisation methods. Where stabilisation measures are in the form of retaining structures, special footings and the like, designs shall be certified by a practising structural engineer approved by Council.

THE BODY OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE TERMS OF THE RESTRICTION ON USE OF LAND SEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN IS THE NEW SOUTH WALES LAND AND HOUSING CORPORATION OR THE COUNCIL OF THE SHIRE OF WARRINGAH. THE COST AND EXPENSE OF ANY SUCH RELEASE, VARIATION OR MODIFICATION SHALL BE BORNE BY THE PERSON OR CORPORATION REQUESTING THE SAME IN ALL RESPECTS.

REGISTERED 22-2-91
22-10-91

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

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

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

Lengths are in Metres Sheet 8 of 8 Sheets

Plan: Subdivision of Lot 302 D.P.786051, Lot 402 D.P.785970, Lot 502 D.P.786050 and Easement to Drain Water over part of Lot 6 D.P. 299326

DP808175

PART II

Full name and address of Proprietor of land: N.S.W. LAND & HOUSING CORPORATION, 23 - 31 Moore Street, LIVERPOOL, N.S.W. 2170

10. Terms of Restriction on Use of Land tenthly referred to in the abovementioned plan.

No building works are to be commenced on the lot hereby burdened unless a statement and/or land management plan has been submitted and approved by Council.

The statement and plan shall include all details of any proposed clearing, earthworks, demolition, replanting, sediment control measures and siteworks of any nature.

The submission is to be made a minimum of seven (7) days, but not exceeding thirty (30) days prior to the commencement of any work or disturbance to the land and must be to the satisfaction of the Shire Engineer.

THE BODY OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE TERMS OF THE RESTRICTION ON USE OF LAND SEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN IS THE NEW SOUTH WALES LAND AND HOUSING CORPORATION OR THE COUNCIL OF THE SHIRE OF WARRINGAH. THE COST AND EXPENSE OF ANY SUCH RELEASE, VARIATION OR MODIFICATION SHALL BE BORNE BY THE PERSON OR CORPORATION REQUESTING THE SAME IN ALL RESPECTS.

SIGNED BY ME PAUL FARNILL)
AS DELEGATE OF THE NEW SOUTH WALES)
LAND AND HOUSING CORPORATION WHO)
HEREBY DECLARES THAT HE HAS NO)
NOTICE OF THE REVOCATION OF THE)
DELEGATION)
IN THE PRESENCE OF)

NEW SOUTH WALES LAND AND HOUSING CORPORATION
By its Delegate

Paul Farnill

REGISTERED 22-2-91
22-10-91

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

8th March, 1991





northern
beaches
council

Northern Beaches Council Planning Certificate – Part 2&5

Applicant: Infotrack
GPO Box 4029
SYDNEY NSW 2001

Reference: 215864
Date: 03/11/2025
Certificate No. ePLC2025/08529

Address of Property: 6 Niangala Place FRENCHS FOREST NSW 2086
Description of Property: Lot 17 DP 808175

Planning Certificate – Part 2

The following certificate is issued under the provisions of Section 10.7(2) of the *Environmental Planning and Assessment Act 1979* (as amended – formerly Section 149). The information applicable to the land is accurate as at the above date.

1. Relevant planning instruments and Development Control Plans

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

(a) Local Environmental Plan

Warringah Local Environmental Plan 2011

(b) State Environmental Planning Policies and Regional Environmental Plans

State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021
State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Sustainable Buildings) 2022
State Environmental Planning Policy (Transport and Infrastructure) 2021

(c) Development Control Plans

Warringah Development Control Plan 2011

(2) Draft Environmental Planning Instruments

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

(a) Draft Local Environmental Plans

(b) Draft State Environmental Planning Policies

N/A

(c) Draft Development Control Plans

Proposed amendments to Development Control Plans for Low and Mid-Rise Housing

At the meeting on 20 May 2025, Council resolved to publicly exhibit the following proposed amendments to the Manly, Warringah and Pittwater DCPs between Friday 23 May 2025 until Sunday 22 June 2025:

- Clause 5.7 – Low and Mid-Rise Housing Areas in the Manly Development Control Plan 2013
- Part G – Special Area Controls, and Part G10 – Low and Mid-Rise Housing Areas in the Warringah Development Control Plan 2011
- Section C7 – Design Criteria for Low and Mid-Rise Housing Areas in the Pittwater 21 Development Control Plan

2. Zoning and land use under relevant planning instruments

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

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

(a), (b)

The following information identifies the purposes for which development may be carried out with or without development consent and the purposes for which the carrying out of development is prohibited, for all zones (however described) affecting the land to which the relevant Local Environmental Plan applies.

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone R2 Low Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To ensure that low density residential environments are characterised by landscaped settings that are in harmony with the natural environment of Warringah.

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boat sheds; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Group homes; Health consulting rooms; Home businesses; Hospitals; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Tank-based aquaculture; Veterinary hospitals

4 Prohibited

Any development not specified in item 2 or 3

(c) Additional permitted uses

Additional permitted uses, if any, for which development is permissible with development consent pursuant to Clause 2.5 and Schedule 1 of the relevant Local Environmental Plan:

Nil

(d) Minimum land dimensions

The *Warringah Local Environmental Plan 2011* contains no development standard that fixes minimum land dimensions for the erection of a dwelling house on the land.

(e) Outstanding biodiversity value

The land is not in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*

(f) Conservation areas

The land is not in a heritage conservation area.

(g) Item of environmental heritage

The land does not contain an item of environmental heritage.

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

For any proposed changes to zoning and land use, see Part 1.2 (a)
Please contact Council's Strategic and Place Planning unit with enquiries on 1300 434 434.

3. Contribution plans

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

Northern Beaches Section 7.12 Contributions Plan 2024 - in force 19 October 2024.

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

Housing and Productivity Contribution

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

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

Nil

4. Complying Development

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

Part 3 Housing Code

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

Part 3A Rural Housing Code

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

Part 3B Low Rise Housing Diversity Code

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

Note: Dual occupancies cannot be carried out as complying development in the R2 - Low Density Residential Zone in certain circumstances. See Clause 1.19 (3B) in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Part 3BA Pattern Book Development Code

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

Note: Dual occupancies cannot be carried out as complying development in the R2 - Low Density Residential Zone in certain circumstances. See Clause 1.19 (3B) in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Part 3C Greenfield Housing Code

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

Part 3D Inland Code

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

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

Part 4 Housing Alterations Code

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

Part 4A General Development Code

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

Part 5 Industrial and Business Alterations Code

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

Part 5A Industrial and Business Buildings Code

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

Part 5B Container Recycling Facilities Code

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

Part 6 Subdivisions Code

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

Part 7 Demolition Code

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

Part 8 Fire Safety Code

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

Part 9 Agritourism and Farm Stay Accommodation Code

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

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

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

5. Exempt Development

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

Part 2 Exempt Development Codes

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

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

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

6. Affected building notices and building product rectification orders

- (a) There is not an affected building notice of which the council is aware that is in force in respect of the land.
- (b) There is not a building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
- (c) There is not a notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

In this section—

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

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

7. Land reserved for acquisition

Environmental planning instrument referred to in Clause 1 does not make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

8. Road widening and road realignment

- (a) The land is not affected by a road widening or re-alignment proposal under Division 2 of Part 3 of the *Roads Act 1993*.
- (b) The land is not affected by a road widening or re-alignment proposal under an environmental planning instrument.
- (c) The land is not affected by a road widening or re-alignment proposal under a resolution of Council.

9. Flood related development controls

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

In this section—

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

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

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

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

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

Land Slip Risk Map - Area C

The land is identified as being on the *Warringah Local Environmental Plan 2011 - Landslip Risk Map* as Area C. Restrictions apply to the carrying out of works on this land under Clause 6.4 (Development on Sloping Land) of the *Warringah Local Environmental Plan 2011* and section E10 (Landslip Risk) of the *Warringah Development Control Plan 2011*.

(b) The following information applies to any policy as adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in a planning certificate issued by the Council. The identified hazard or risk and the respective Policy which affect the property, if any, are listed below:

Nil

11. Bush fire prone land

The land is not bush fire prone land.

12. Loose-fill asbestos insulation

The residential dwelling erected on this land has not been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

This clause applies to residential premises (within the meaning of Division 1A of part 8 of the Home Building Act 1989) that are listed in the register that is required to be maintained under that Division.

Contact NSW Fair Trading for more information.

13. Mine Subsidence

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

14. Paper subdivision information

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

15. Property vegetation plans

The Council has not been notified that the land is land to which a vegetation plan under the *Native Vegetation Act 2003* applies.

16. Biodiversity Stewardship Sites

The Council has not been notified by the Biodiversity Conservation Trust that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* (includes land to which a biobanking agreement under Part 7A of the repealed *Threatened Species Conservation Act 1995* relates).

17. Biodiversity certified land

The land is not biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016* (includes land certified under Part 7AA of the repealed *Threatened Species Conservation Act 1995*).

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

Council has not been notified of the existence of an order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

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

The owner of the land (or any previous owner) has not consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Note—

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

20. Western Sydney Aerotropolis

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

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

21. Development consent conditions for seniors housing

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

22. Site compatibility certificate and conditions for affordable rental housing

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

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

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

23. Water or sewerage services

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

24. Special entertainment precincts

Whether the land or part of the land is in a special entertainment precinct within the meaning of the *Local Government Act 1993*, section 202B.

Nil

Additional matters under the Contaminated Land Management Act 1997

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

(a) the land to which the certificate relates is not significantly contaminated land within the meaning of that Act

(b) the land to which the certificate relates is not subject to a management order within the meaning of that Act

(c) the land to which the certificate relates is not the subject of an approved voluntary management proposal within the meaning of that Act

(d) the land to which the certificate relates is not subject to an ongoing maintenance order within the meaning of that Act

(e) the land to which the certificate relates is not the subject of a site audit statement

If contamination is identified above please contact the Environmental Protection Authority (EPA) for further information.

Planning Certificate – Part 5

The following is information provided in good faith under the provisions of Section 10.7(5) of the *Environmental Planning and Assessment Act 1979* (as amended – formerly Section 149) and lists relevant matters affecting the land of which Council is aware. The Council shall not incur any liability in respect of any such advice.

Persons relying on this certificate should read the environmental planning instruments referred to in this certificate.

Company title subdivision

Clause 2.6 of the *Pittwater Local Environmental Plan 2014*, *Warringah Local Environmental Plan 2011* or *Manly Local Environmental Plan 2013* provides that land may not be subdivided except with the consent of the Council. This includes subdivision by way of company title schemes. Persons considering purchasing property in the Northern Beaches local government area the subject of a company title scheme are advised to check that the land has been subdivided with the consent of the Council.

District planning

Under the Greater Sydney Regional Plan – A Metropolis of Three Cities 2018, the Greater Sydney Commission sets a planning framework for a metropolis of three cities across Greater Sydney which reach across five Districts. Northern Beaches is located within the ‘Eastern Harbour City’ area and is in the North District which forms a large part of the Eastern Harbour City. The North District Plan sets out planning priorities and actions for the growth of the North District, including Northern Beaches. Northern Beaches Council’s Local Strategic Planning Statement gives effect to the District Plan based on local characteristics and opportunities and Council’s own priorities in the community. The Local Strategic Planning Statement came into effect on 26 March 2020.

Council resolution to amend environmental planning instrument

The following instrument or resolution of Council proposes to vary the provisions of an environmental planning instrument, other than as referred to in the Planning Certificate – Part 2:

Planning Proposal – new consolidated LEP

Applies to land: All land within the Northern Beaches LGA.

Outline: The new LEP will:

- Replace and harmonise planning controls in the four existing LEPs (Pittwater LEP 2014, Manly LEP 2013, Warringah LEP 2011 and Warringah LEP 2000).
- Introduce new controls to better respond to the community’s aspirations and strategic priorities for the Northern Beaches.

Council resolution: 17 June 2024

Draft Voluntary Planning Agreement

Nil

Additional information applying to the land

Additional information, if any, relating to the land the subject of this certificate:

Geotechnical Planning Controls

Council is currently undertaking a study to review geotechnical planning controls across the Local Government Area. Information from a draft study indicates geotechnical considerations may affect a greater number of properties and may present an increased risk to properties than that shown on published hazard maps. Council's Development Engineering & Certification team can be contacted for further information.

General information

Flood

Information available to Council indicates some properties within the catchments of Middle Harbour may be flood affected. This includes parts of the suburbs of Belrose, Davidson, Frenchs Forest, Forestville and Killarney Heights. It is important to note this information may be used by Council for development assessment purposes. Please contact Floodplain Planning team at Northern Beaches Council for further information.

Threatened Species

Many Threatened Ecological Communities (TECs) identified under Schedule 2 of the *NSW Biodiversity Conservation Act 2016* and the *Commonwealth Environment Protection and Biodiversity Conservation Act 1999* are found within the Northern Beaches LGA.

TEC mapping for this property can be viewed via the NSW Government's SEED Portal by searching for 'Threatened Ecological Communities Greater Sydney' in the database catalogue and selecting 'Show on SEED Map'.

Records of threatened flora and fauna are available from the NSW Government's Atlas of NSW Wildlife database: <http://www.bionet.nsw.gov.au>.

Council's Biodiversity & Planning team can also be contacted to determine whether any site-specific information is available for this property.

Bush fire

Certain development may require further consideration under section Section 4.14 or section Section 4.46 of the *Environmental Planning and Assessment Act 1979*, and section 100B of the *Rural Fires Act, 1997* with respect to bush fire matters. Contact NSW Rural Fire Service for further information.

Aboriginal heritage

Many Aboriginal objects are found within the Local Government Area. It is prudent for the purchaser of land to make an enquiry with NSW Environment and Heritage as to whether any known Aboriginal objects are located on the subject land or whether the land has been declared as an Aboriginal place under the *National Parks and Wildlife Act 1974* (NSW). The carrying out of works may be prevented on land which is likely to significantly affect an Aboriginal object or Aboriginal place.

For information relating to Aboriginal sites and objects across NSW, contact: Aboriginal Heritage Information Management System (AHIMS) on (02) 9873 8500 or email ahims@environment.nsw.gov.au <<mailto:ahims@environment.nsw.gov.au>>.

Alternatively, visit

<<https://www2.environment.nsw.gov.au/topics/heritage/search-heritage-databases/aboriginal-heritage-information-management-system>>

Coastal erosion

Information available to Council indicates coastal erosion may affect a greater number of properties and may present an increased risk to properties than that shown on published hazard maps of the Warringah coastline. For further information, please contact Council's Coast and Catchment team on 1300 434 434.

Coastal hazards

Information available to Council indicates properties within the suburb of Cottage Point may be affected by coastal hazards. For further information, please contact Council's Coast and Catchment team on 1300 434 434.

Climate Change

Recent evidence indicates that climate change as a result of global warming is occurring much more rapidly than previously expected. Climate change will vary in its effects across Australia. As well as affecting homes, climate change may affect infrastructure, commercial and industrial buildings and other physical assets. Climate change may affect coastal areas, in particular, through sea-level rise, increased temperatures, and changed storm events. The effects of climate change may impact on the future use and development potential of the land that is the subject of this certificate.



Scott Phillips
Chief Executive Officer
03/11/2025

Asset Information

Legend

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

Disclaimer

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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