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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	MyProperty Sydney 111G Midson Road Epping NSW 2121	**phone:** (02) 9868 4888 **email:** info@mypropertysydney.com.au
co-agent		
vendor	Peter Con Horozakis and Joanne Horozakis 8 Robert Avenue, Russell Lea NSW 2046	
vendor's solicitor	Sydney Wide Legal PO Box 21, Mortdale 2223	**phone:** 02 9585 9949 **email:** george@sydneywidelegal.com.au **ref:** GA:26/2994
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	8 Robert Avenue, Russell Lea NSW 2046 LOT 14 DEPOSITED PLAN 18646 Folio Identifier 14/18646	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☒ other: Lock Up Carport	
attached copies	☒ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions

☒ air conditioning	☒ curtains	☒ insect screens	☒ range hood
☒ blinds	☒ dishwasher	☐ internet/TV receiver	☐ solar panels
☒ built-in wardrobes	☐ EV charger	☒ light fittings	☐ solar power battery
☒ ceiling fans	☒ fixed floor coverings	☐ pool equipment	☒ stove
☒ clothes line	☒ other: CrimSafe screens & doors; Satelite dish; B2B alarm;		

Automatic Louvres; Wood fire oven; Two ring cameras; Built in safe; TV Brackets; Aut Sec Gate; CCTV Cams Hikvsn

exclusions

purchaser

purchaser's solicitor

price

deposit _____ (10% of the price, unless otherwise stated)

balance

contract date (if not stated, the date this contract was made)

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

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

buyer's agent

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

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SIGNING PAGE

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

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Choices

Vendor agrees to accept a ***deposit-bond***	☒ NO	☐ yes
Nominated *Electronic Lodgment Network (ELN)* (clause 4)	PEXA	
Manual transaction (clause 30)	☒ NO	☐ yes

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

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

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

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

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

Purchaser must make an *GSTRW payment* (GST residential withholding payment) ☒ NO ☐ yes (if yes, vendor must provide details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

***GSTRW payment* (GST residential withholding payment) – details**

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate): **$**

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

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

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

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

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List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

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

Other

- ☐ 61

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

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

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

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

(a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and

(b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

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

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Cooling off period (purchaser's rights)

1 This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.

2 EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
- (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
- (b) in any other case—the fifth business day after the day on which the contract was made.

3 There is NO COOLING OFF PERIOD—
- (a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or
- (b) if the property is sold by public auction, or
- (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
- (d) if the contract is made in consequence of the exercise of an option, other than an option that is void under the Act, section 66ZG.

4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.

5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

DISPUTES

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

AUCTIONS

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

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WARNINGS

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

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

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

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

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

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

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

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

7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).

8. The purchaser should arrange insurance as appropriate.

9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.

10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.

11. The purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the Australian Taxation Office.

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

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

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

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

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

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requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – • issued by a *bank* and drawn on itself; or • if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 20 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by –

2.4.1 giving cash (up to $2,000) to the *depositholder*;

2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or

2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.

2.5 The vendor can *terminate* if –

2.5.1 any of the deposit is not paid on time;

2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or

2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.

2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.

2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).

3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.

3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.

3.4 The vendor must approve a replacement *deposit-bond* if –

3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and

3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –

3.5.1 the purchaser *serves* a replacement *deposit-bond*; or

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

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3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
3.9 The vendor must give the purchaser any original *deposit-bond* –
3.9.1 on completion; or
3.9.2 if this contract is *rescinded*.
3.10 If this contract is *terminated* by the vendor –
3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
3.11 If this contract is *terminated* by the purchaser –
3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Electronic transaction

4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
and in both cases clause 30 applies.
4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
4.2.1 each *party* must –
- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
4.3 The *parties* must conduct the *electronic transaction* –
4.3.1 in accordance with the *participation rules* and the *ECNL*; and
4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
4.5 *Normally*, the vendor must *within* 7 days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
4.7.2 create and *populate* an *electronic transfer*;
4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
4.11 Before completion, the *parties* must ensure that –
4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
4.11.2 all certifications required by the *ECNL* are properly given; and
4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

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4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties,* and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and

4.13.2 the vendor is taken to have no legal or equitable interest in the *property.*

4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

4.14.1 holds them on completion in escrow for the benefit of; and

4.14.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions.*

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

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

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

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

6 Error or misdescription

6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

9 Purchaser's default

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

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

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

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

10 Restrictions on rights of purchaser

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

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do whatever is reasonably necessary to enable the purchaser, subject to the rights of any tenant –

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

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13 Goods and services tax (GST)

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7), the *party* must adjust or pay on completion any GST added to or included in the expense, but –

13.3.1 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and

13.3.2 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –

- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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14 Adjustments

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.

14.2 The *parties* must make any necessary adjustment on completion, and –

14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and

14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.

14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.

14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –

14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;

14.4.2 by adjusting the amount that would have been payable if at the start of the year –

- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 The *parties* must not adjust any first home buyer choice property tax.

14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

• Vendor

16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.

16.2 The legal title to the *property* does not pass before completion.

16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.

16.4 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

- deposit paid;
- *FRCGW remittance* payable;
- *GSTRW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

16.5.2 any other amount payable by the purchaser under this contract.

16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.

16.7 On completion the deposit belongs to the vendor.

17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

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18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and

20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

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20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

20.16 Each *party* consents to –

20.16.1 any *party* signing this contract electronically; and

20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed by the *parties*.

20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).

23.2 In this contract –

23.2.1 'change', in relation to a scheme, means –

- a registered or registrable change from by-laws set out in this contract;
- a change from a development contract or management statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;

23.2.3 'contribution' includes an amount payable under a by-law;

23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s174 Community Land Management Act 2021;

23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;

23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;

23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;

23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and

23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –

- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.

23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.

• Adjustments and liability for expenses

23.5 The *parties* must adjust under clause 14.1 –

23.5.1 a regular periodic contribution;

23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and

23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.

23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.

23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.

23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• Notices, certificates and inspections

23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.

23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.

23.12 The vendor can complete and send the interest notice as agent for the purchaser.

23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.

23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.

23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.

23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• Meetings of the owners corporation

23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.

24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.

24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
  - a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

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24.4 If the *property* is subject to a tenancy on completion –

24.4.1 the vendor must allow or transfer –

- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
- any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
- any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;

24.4.2 if the security is not transferable, each *party* must do whatever is reasonably necessary to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;

24.4.3 the vendor must give to the purchaser –

- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –

25.1.1 is under qualified, limited or old system title; or

25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –

25.4.1 shows its date, general nature, names of parties and any registration number; and

25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –

25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);

25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;

25.5.3 *normally*, need not include a Crown grant; and

25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –

25.6.1 in this contract 'transfer' means conveyance;

25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and

25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –

25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);

25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and

25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

25.10 The vendor must give a proper covenant to produce where relevant.

25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.

27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.

27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.

27.4 If consent is refused, either *party* can *rescind*.

27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.

27.6 If consent is not given or refused –

27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or

27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.

27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.

28.2 The vendor must do whatever is reasonably necessary to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

28.3 If the plan is not registered *within* that time and in that manner –

28.3.1 the purchaser can *rescind*; and

28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.

28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.

28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event, but does not apply to an event to which clause 28 applies.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party serves* notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and

29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –

- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision; or
- the end of the time for the event to happen.

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

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.

• Transfer

30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.

30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.

30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.

30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.

• Place for completion

30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.

30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.

30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

• Payments on completion

30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to $2,000) or *settlement cheque*.

30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).

30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.

30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

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32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract.

8 ROBERT AVE RUSSELL LEA NSW 2046

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

SPECIAL PROVISIONS ATTACHED TO AND FORMING PART OF CONTRACT FOR THE SALE AND PURCHASE OF LAND BETWEEN

(VENDOR)

AND (PURCHASER)

DATED THE DAY OF 2026

33. **SEVERABILITY**

33.1 Each clause and sub-clause of the provisions of this contract shall be severable from each other clause and sub-clause and in the circumstance that for any reason any clause or sub-clause is invalid or unenforceable it shall not prejudice or in any way affect the validity or enforceability of any other clause or sub-clause.

33.2 In the event of any conflict between these further provisions and those contained in the printed provisions of the contract, these further provisions shall prevail.

34. **AMENDMENTS TO THE PRINTED PROVISIONS**

34.1 The printed provisions of this contract are amended as follows:

a) Delete clause 2.6;

b) Delete clause 2.7;

c) Delete clause 2.9;

d) Delete clause 4.2.1 and clause 4.2.2 and replace with "The Purchaser is to bear the Vendor's disbursements and/ or fees in conducting a manual transaction with such adjustment to be made on settlement."

e) In clause 4.5, delete "must within 7 days of the Contract date";

f) Delete clause 6.2;

g) Substitute "5%" in clause 7.1.1 with "2%";

h) Substitute "14 days" in clause 7.1.3 with "7 days";

i) Substitute "10%" in clause 7.2.1 with "1%";

j) Delete in clause 7.2.4 the words "and the costs of the purchaser";

k) Add the words at the end of clause 7.2.6 "and the money and interest held by the Depositholder must be paid to the Vendor";

l) Delete the words "on reasonable grounds" in clause 8.1.1 and delete the words "and those grounds" in clause 8.1.2;

m) Delete clause 8.2.2;

n) Add the words "or delay completion" after the word "terminate" in clause 10.1;

o) In clauses 10.1.8 and 10.1.9 replace "substance" and "disclosed" with "existence" and "noted" respectively;

p) Delete "Normally" in clause 11.1 and add the words "of which it has actual notice";

q) Delete clause 11.2;

r) Delete clause 13.13;

s) In clause 14.2.1, replace "2 business days" with "5 business days";

t) Delete clause 14.2.2;

u) Delete clause 14.4.2;

v) Delete the words "but is disclosed in this contract" from clause 23.5.2;

w) Delete clause 23.6.1;

x) Delete clause 23.6.2 and replace with "the purchaser is solely liable for it if levied and or payable on or after the Contract date";

y) Delete clause 23.7;

z) Delete clause 23.9;

aa) Delete clause 23.13 and replace with the following:

"The Purchaser must serve upon the Vendor at least, 7 days before the date of completion, an information certificate in relation to the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls."

bb) Delete clause 23.14;

cc) Delete clause 23.17;

dd) Delete 24.1.1 and 24.1.2 and replace with the following:

24.1.1 no adjustment of the unpaid amount will be made under clause 14.2, on as if it were paid basis;

24.1.2 if the Vendor furnishes the Purchaser with a statement of the amount unpaid as at the adjustment date, the Purchaser (as the Vendor's agent) must immediately demand that the tenant pay that amount;

24.1.3 the Purchaser must immediately account to the Vendor for any amount received from the tenant under that demand and shall apply any money received first to the Vendor for the amount payable to the Vendor.

24.1.4 if the amount is not then paid by the tenant, the Vendor authorises the Purchaser (in the name of the Purchaser and at the expense of the

Purchaser) to take all steps and institute all proceedings necessary for recovery of the amount and the Purchaser must do everything reasonably required by the Vendor for the prosecution of any such proceedings against the tenant.

ee) Delete clause 24.3.3;

ff) Delete in clause 24.4.3 "at least 2 business days before the date for completion";

gg) Add clause 24.4.6: "Notwithstanding any provisions in this contract the Purchaser shall not be entitled to make any objection, requisition or claim for compensation or delay completion in the event that the tenant breaches the lease and or vacates the property prior to completion and or does not occupy the property at the date of completion.";

hh) Add the words at the end of clause 25.8 "if the Vendor has possession of such document of title";

ii) Add the words at the end of clause 30.2 "and if served later than the provided period, the Purchaser must pay the sum of $150.00 plus GST payable on demand or on completion by way of a Bank or Trust Account cheque in favour of the Vendor's solicitor to cover the costs of the urgent processing of the Transfer by the Vendor.";

jj) Delete the words "but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee" in clause 30.7;

kk) Delete clause 30.11;

and

ll) Delete clause 31.2.

35. **SERVICE OF NOTICES**

35.1. In addition to the provisions herein, a notice or document shall be sufficiently served on a party for the purposes of this contract if the notice or document is sent by email or facsimile transmission to that party or the solicitor for that party and in any such case shall be deemed to be duly given or made when the transmission has been completed; except where

a) the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the facsimile transmission shall be deemed not to have been given or made; and / or

b) the time of dispatch is not before 17:00 hours (local time at the place of receipt) on a day on which business is generally carried on in the place to which such notice is sent, in which case the notice shall be deemed to have been received at 09:00 hours on the next business day in that place.

36. **LIQUIDATION**

36.1 Should either party:

a) If an individual:
i. Commits an Act of Bankruptcy;

ii. Becomes a Bankrupt; or

iii. If prior to completion shall die or become of unsound mind.

b) If a company:
i. Goes into liquidation;

ii. Has a petition for its winding up presented or entered;

iii. Enters into any scheme of arrangements with its creditors; or

iv. Any liquidator, receiver or official manager be appointed to manage its affairs.

then either party may rescind this contract by giving notice in writing to the other party or its solicitors within 14 days of receipt of a notice of the first party's circumstances as outlined, in which event, clause 19 shall apply.

37. **FIRB**

37.1 The purchaser warrants to the vendor that it does not require the approval of the Foreign Investment Review Board or the Treasury of Australia for this purchase or that if such approval is required, it has been obtained prior to the date thereof.

37.2 In the event that there is a breach of this warrant by the purchaser, the purchaser will indemnify and compensate the vendor in respect of any liability, loss, damage, penalty, fine, expense or legal costs which may be incurred or suffered by the vendor as a consequence of the breach.

37.3 This warranty shall not merge on completion.

38. **WARRANTIES AND REPRESENTATIONS NEGATIVED**

38.1 The parties acknowledge that the provisions set out in this contract contain the entire agreement as concluded between the parties as at the date hereof notwithstanding any negotiations or discussions held or documents signed or brochures produced or statements made prior to the execution hereof by the vendor or on behalf of the vendor.

38.2 Subject to the provisions implied herein by the Conveyancing (Sale of Land) Regulations 2005 and Section 52A (2)(b) of the Conveyancing Act 1919 the Purchaser expressly acknowledges that it has not been induced to enter into this contract by any warranty, statement or representation made or given by the vendor or on behalf of the vendor which is not set out in the body of this contract or the Schedules or Annexures hereto.

38.3 The purchaser expressly acknowledges it has inspected the property, the improvements erected, thereon, utilities connected/ attached to it and the furnishings and chattels (if any) included in this sale and has made its own investigations and enquiries in respect thereof and accepts them in their present position, condition, construction and state of repair, infestations, dilapidations, including any defects whether latent or patent and including any contamination by any hazardous substances.

38.4 The purchaser acknowledges that they are purchasing the property in its present condition and state of repair; subject to all defects, latent and patent, including any contamination by any hazardous substances; subject to any infestations and dilapidation; subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; subject to any non-approved structures on the land; subject to any government insulation installations and subject to any non-compliance with the local government act or any ordinance under that act in respect of any building on the land.

38.5 The vendor does not in any way warrant the use to which the property may be put and the purchaser is satisfied as to the requirements of all responsible authorities in relation to the use of the property for any and all purposes. In particular the use of the property by the vendor does not of itself mean that such use is a permitted use.

38.6 The purchaser shall not be entitled to make any objection, requisition, claim for compensation, in respect of the matters, raised in this further clause 38 and not be entitled to rescind or delay this contract for any reason related thereto. The purchaser further acknowledges and warrants that it has understood the extent of this prohibition and that it has been advised by its solicitor on the clauses of the contract. The vendor has relied on the purchaser's acknowledgement and warranty herein, in entering into this contract with the purchaser.

39. DISCLOSURE

39.1 Subject to the provisions herein, the Conveyancing (Sale of Land) Regulation 2005 and Section 52A of the Conveyancing Act 1919 the purchaser shall not make any objection, requisition, claim for compensation in relation to any interest or matter the existence of which is noted on or discoverable from (as at the date hereof) any annexure hereto or the plan of subdivision incorporating the property or the Certificate of Title for the property and if the property is a lot in a strata plan the Certificate of Title for the Common Property.

39.2 The vendor specifically discloses that it is not the author or the issuing authority of the documents listed below and gives no warranty that the documents are current and or that they reflect the current nature of the property with accuracy and precision:

- Council Certificates;
- Sewerage Service Diagram;
- Sewer Service Location Diagram;
- Survey Report (if attached to contract);
- Building Inspection Report (if attached to contract); and
- Pest Inspection Report (if attached to contract);

The purchaser shall not make any objection, requisition or claim for compensation or damages or rescind the contract arising from any inaccuracy or lack of precision in the documents.

40. CHARGES

The vendor shall not be obliged to remove any charge on the property until the date of completion of this contract. The vendor shall not be deemed to be unable, not ready or unwilling to complete this contract by reason of the existence of any charge on the property and shall be entitled to serve a notice to complete on the purchaser

notwithstanding that, at the time such notice is issued or at any time thereafter, there is a charge on the property.

41. PARTICULARS OF TITLE

The purchaser acknowledges that the particulars of title disclosed in this contract so far as they relate to land under the Real Property Act, 1900 are sufficient to enable the purchaser to prepare the appropriate assurance of or relating to the property and the purchaser shall not request the vendor to provide any further particulars of title.

42. DEALINGS

If at the date of completion there is lodged for registration but not yet registered or there is noted on any Certificate of Title in respect of the property or any part thereof any mortgage, writ or caveat which affects the vendor's ability to comply with its obligations pursuant to this contract, the purchaser will if so required by the vendor accept a discharge or withdrawal thereof on completion, provided that such discharge of mortgage or withdrawal of writ or caveat is duly executed and in registrable form and the registration fees payable thereon are allowed by the vendor to the purchaser.

43. COMPLETION

43.1. Completion Date shall take place 42 days after the Contract date (such date being herein referred to as "the Completion Date").

43.2 If completion shall not have taken place on or before the Completion Date, then either party may serve on the other a notice in writing specifying a date for completion not less than 14 days from and including the date of service of the notice, and in respect of any date for completion so specified, time shall be deemed to be of the essence.

43.3 Each party agrees that 14 days prior notice is reasonable and sufficient time to render the time for completion essential.

43.4 Should the vendor serve a notice to complete, the purchaser will be liable for a fee of $350.00 plus GST to the vendor payable on demand or on settlement by way of a Bank or Trust Account cheque in favour of the vendor's solicitor to cover the cost for the such issue of such notice.

43.5 Notwithstanding any other terms of this clause, where the parties' solicitors have agreed on and scheduled a time for settlement and the purchaser cancels the scheduled settlement time or reschedules same, the purchaser will be liable for a fee of $200 plus GST to the vendor payable on demand or on settlement by way of a Bank or Trust Account cheque in favour of the vendor's solicitor to cover the cost for rescheduling.

44. INTEREST

It is an essential term of this agreement that in the event that completion does not take place by the completion date, then the purchaser shall pay the vendor on completion in addition to the balance of purchase monies and any other monies payable to the vendor, interest on the balance of purchase monies calculated at the rate of twelve per cent (12%) per annum computed at a daily rate from the day immediately after the due completion date up to and including the actual date which completion takes place. It is

further agreed that this amount is a genuine pre-estimate of the vendor's loss of interest for the non-receipt of the purchase money and liability for rates and outgoings. The vendor is not obliged to complete this contract unless the amount payable under this clause is tendered.

45. **DEPOSIT GUARANTEE**

a) This further clause applies only if the purchaser with the consent of the vendor, has paid the Deposit by way of Deposit Guarantee.

b) Subject to the balance of this further clause the delivery of the Deposit Guarantee on or before the date of this contract, to the person nominated in this contract as Deposit holder will, to the extent of the amount guaranteed under the Deposit Guarantee, be deemed for the purposes of this contract to be payment of the Deposit in accordance with this contract.

c) Any request to pay the deposit by way of Deposit Guarantee must be made to and received the Agent or solicitor at the time agreement is reached for the purchase of the property. The purchaser must ensure that this written approval is obtained from the vendor or vendor's solicitor before purchasing any Deposit Guarantee. The vendor reserves the right to refuse to accept a Deposit Guarantee from any purchaser even if the offered Deposit Guarantee complies with the requirement of this contract.

d) Unless otherwise agreed by the vendor, the Deposit Guarantee must be issued at the request of at least one of the parties named in this contract as the purchaser.

e) The purchaser must pay the amount stipulated in the Deposit Guarantee to the vendor by unendorsed Bank Cheque on completion of this contract or at such other time as this contract may require the Deposit to be paid to the vendor in ready available funds.

f) If the vendor serves on the purchaser a notice in writing claiming the forfeit of the Deposit to the vendor, then to the extent that the amount has not already been paid by the issuer of the Deposit Guarantee, the purchaser must immediately pay the Deposit or balance of the Deposit owing to the vendor.

g) The vendor acknowledges that payment by the issuer of the Deposit Guarantee will, to the extent of the amount paid, be in satisfaction of the purchaser's obligation to pay the Deposit under the contract.

h) The Deposit Guarantee must remain valid until the earlier of completion or the Sunset Date (if applicable). If for any reason the Deposit Guarantee is not valid or ceases to be valid the vendor may serve a notice in writing on the purchaser requiring the Deposit to be paid in a manner that is satisfactory to the vendor and the purchaser must deliver to the vendor a valid Deposit within 48 hours of the date of the notice.

46. **DEPOSIT**

The purchaser acknowledges and irrevocably authorises the Depositholder to release the deposit or such amount of the deposit as is required by the vendor for the use as a deposit to be placed by the vendor for the purchase of a real estate property; and/ or for the payment of stamp duty in relation to that purchase; and/ or as a deposit for alternative accommodation, included but not limited to entry to a Retirement Village or Nursing Home; and/or as a payment for any land tax in order to provide a clear land tax certificate for the property; and/ or for any loan repayments for the property; and/ or for any rental bond payment.

47. **PAYMENT OF DEPOSIT**

47.1 If the vendor accepts payment of the 10% deposit by way of instalments at the date hereof the balance of the deposit is payable as follows:

47.1.1 on completion; or

47.1.2 on demand upon the default of the purchaser, the occurrence of such default shall be determined at the absolute discretion of the vendor, and if no demand is made until the date of completion, then on completion.

47.2 The purchaser acknowledges that the vendor has agreed to accept payment of the deposit by way of instalments, for the sole benefit of the purchaser. In the event that clause 47.1.2 is evoked, the purchaser acknowledges that the balance of the deposit payable by it as a consequence of its default, does not constitute a penalty under this contract, but it is the balance of the 10% deposit that the vendor may have insisted on to be paid in full on exchange of this contract.

48 **INVESTMENT OF DEPOSIT**

The parties authorise the Deposit holder to invest the deposit in an interest bearing trust account and any interest earned or accrued on the deposit (less costs, duties, fees incurred in connection therewith) will be paid to the vendor unless this contract is lawfully terminated or rescinded by the purchaser in which case it will be paid or refunded (as the case may be) to the purchaser.

49. **BUILDING CERTIFICATE**

49.1 The purchaser will not require the vendor to apply for or do anything including compliance with the requirement of the Local Council, towards obtaining a Building Certificate and the purchaser acknowledges that this contract is not conditional on the issue of a Building Certificate.

49.2 The purchaser shall not make any objection, requisition or claim for compensation or damages or rescind the contract arising by reason of the non-issue of a Building Certificate or for the cost incurred in pursuance to the issue of a Building Certificate.

50. **SERVICES**

The purchaser is purchasing the property and shall take title thereto subject to existing or proposed services (if any). The purchaser hereby warrants that it has to its satisfaction made enquiries in respect of the following and shall not make any objection requisition or claim for compensation in respect of:

a) The nature, location, availability or non-availability of any service;

b) As to whether or not the property has the benefit of any rights or easements in respect of any service or mains pipes or connections for any service;

c) If any underground or surface stormwater drain passes through or over the property or the parcel (if applicable);

d) Any manhole or vent being on the property or the parcel (if applicable);

e) Any rainwater down-pipe is connected to the sewer; or

f) Any services are shared and/ or accommodate other properties other than the subject property.

51. **SALE AGENCY**

51.1 The purchaser warrants that he has not been introduced to the property or the vendor by any Real Estate Agent other than the Agent, if any, named in this contract as vendor's agent.

51.2 The purchaser shall, notwithstanding the completion of this sale, indemnify and keep indemnified the vendor and his estate and effects against any liability (for payment of commission or other monies) arising out of breach of the warranty in clause 51.1.

52. **CLAIMS OF COMPENSATION**

Notwithstanding clause 7 of this contract, the parties expressly agree that any claim for compensation shall be deemed to be a requisition for the purpose of clause 8 of this contract.

53. **SPECIAL LEVIES**

This clause applies only if the land (or part of it) is a Lot in a Strata, Neighbourhood or Community Scheme (or on completion is to be a Lot in a Scheme of that kind).

53.1 Notwithstanding any other provisions of this contract, the vendor and purchaser covenant and agree that if a contribution is not a regular periodic contribution and is not disclosed in this contract, the vendor is liable for it if it is payable before the date of the contract and the purchaser is liable for it if it is payable on or after the date of the contract. If it is payable by instalments, then the vendor is liable for all/any instalments payable prior to the date of this contract and the purchaser is liable for all/any instalments payable on or after the date of the contract.

53.2 The purchaser warrants that it has inspected the books and records of the Owners Corporation prior to the date of this contract.

54. **FENCES**

The purchaser shall not make any objection, requisition or claim for compensation or damages or rescind the contract or delay completion arising by reason of:

a) if any of the fences or walls on or surrounding the property are not on the correct boundary; or

b) as to the nature or state of repair of any fence or wall; or

c) if there are no fences or if any fence is a give and take fence; or

d) if a swimming pool, as defined in the Swimming Pools Act 1992, is not fenced as required by law.

55. **GUARANTEE**

The word "guarantor" in this contract means ..... (Full Name) of ..... (Address).

55.1 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's other obligations under this contract.

55.2 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.

55.3 The guarantor is jointly and separately liable with the purchaser to the vendor for:

a) the performance by the purchaser of its obligations under this contract; and

b) any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.

c) The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.

d) If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.

e) The guarantor's obligations under this clause are not release, discharged or otherwise affected by:

(i) the granting of any time, waiver, covenant not to sue or other indulgence;

(ii) the release or discharge of any person;

(iii) an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;

(iv) any moratorium or other suspension of the right, power, authority, discretion, or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;

(v) payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or

(vi) the winding up of the Purchaser;

(vii) This clause binds the guarantor and the executors, administrators and assigns of the guarantor and operates as a Deed between the vendor and the guarantor.

SIGNED SEALED & DELIVERED BY)

in the presence of:)

.....

Signature of Guarantors

.....

Signature of Witness

.....

Print Name of Guarantor

.....

Print Name of Witness

Date: .....

56. **CONDITIONS OF SALE OF LAND BY AUCTION**

These conditions replace "Auctions" on page 6 of the printed provisions of this contract.

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

Bidders record means the bidders record to be kept pursuant to clause 13 of the Property and Stock Agents Regulation 2014 and section 68 of the Property and Stock Agents Act 2002:

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

a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;

b) A bid for the vendor 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 vendor;

c) The highest bidder is the purchaser, subject to any reserve price;

d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;

e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;

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; and

h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

56.2. 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 vendor. This includes a bid made by the auctioneer on behalf of the vendor; and

c) When making a bid on behalf of the vendor or accepting a bid made by or on behalf of the vendor, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

57. CONTRACT- EXECUTION AND EXCHANGE NOTWITHSTANDING ANY OTHER TERMS AND CONDITIONS OF THE CONTRACT

57.1 The parties agree and accept that this contract and any other document related to the contract can be executed electronically without affecting the validity of such execution.

57.2 The parties agree and accept that the contracts can be exchanged by way of email or facsimile without affecting the validity of such execution.

57.3 The parties agree and accept that this contract can be executed physically or electronically with or without the presence of witness without affecting the validity of such execution.

58. VENDOR'S LICENCE TO OCCUPY

58.1 Notwithstanding any other provision of this Contract, the Purchaser grants the Vendor a personal licence to remain in occupation of the property from completion until 5:00 pm on 23 December 2026.

58.2 The Vendor must pay a licence fee of $1,000.00 per week, apportioned on a daily basis for any incomplete week. The total licence fee payable for the period of occupation is to be adjusted in favour of the Purchaser on completion.

58.3 The Purchaser acknowledges that the Vendor are not required to provide vacant possession on completion. The Vendor must provide vacant possession of the property upon expiry of the licence.

58.4 The parties acknowledge that this special condition creates a licence only and does not create a residential tenancy or any other interest in the property.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 14/18646

SEARCH DATE	TIME	EDITION NO	DATE
15/9/2026	2:08 PM	6	26/2/2021

LAND

LOT 14 IN DEPOSITED PLAN 18646
LOCAL GOVERNMENT AREA CANADA BAY
PARISH OF CONCORD COUNTY OF CUMBERLAND
TITLE DIAGRAM DP18646

FIRST SCHEDULE

JOANNE HOROZAKIS
PETER CON HOROZAKIS
AS JOINT TENANTS (T AQ816636)

SECOND SCHEDULE (5 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 D19065 D330765, D344862, D425818 EASEMENT FOR DRAINAGE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND SHOWN SO BURDENED IN VOL 5549 FOL 203
3 D342878 D345482, D354501, D368325 EASEMENT FOR DRAINAGE AFFECTING THE LAND SHOWN SO BURDENED IN VOL 5549 FOL 203
4 D425818 COVENANT
5 AQ816637 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

GA:26/2994... PRINTED ON 15/9/2026

* Entries preceded by an asterisk do not appear on the former Certificate of Title abolished in 2021 or the current edition of Water Access Licence Certificate. Warning: the information appearing under notations has not been formally recorded in the Register.

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Req:R818179 /Doc:DP 0018646 P /Rev:19-Feb-2019 /NSW LRS /Prt:15-Sep-2026 14:11 /Seq:1 of 2
© Office of the Registrar-General /Src:InfoTrack /Ref:GA:26/2994

This is the plan numbered & recorded as
DEPOSITED PLAN No. 18646
on the 6th day of February 1939
REGISTRAR GENERAL

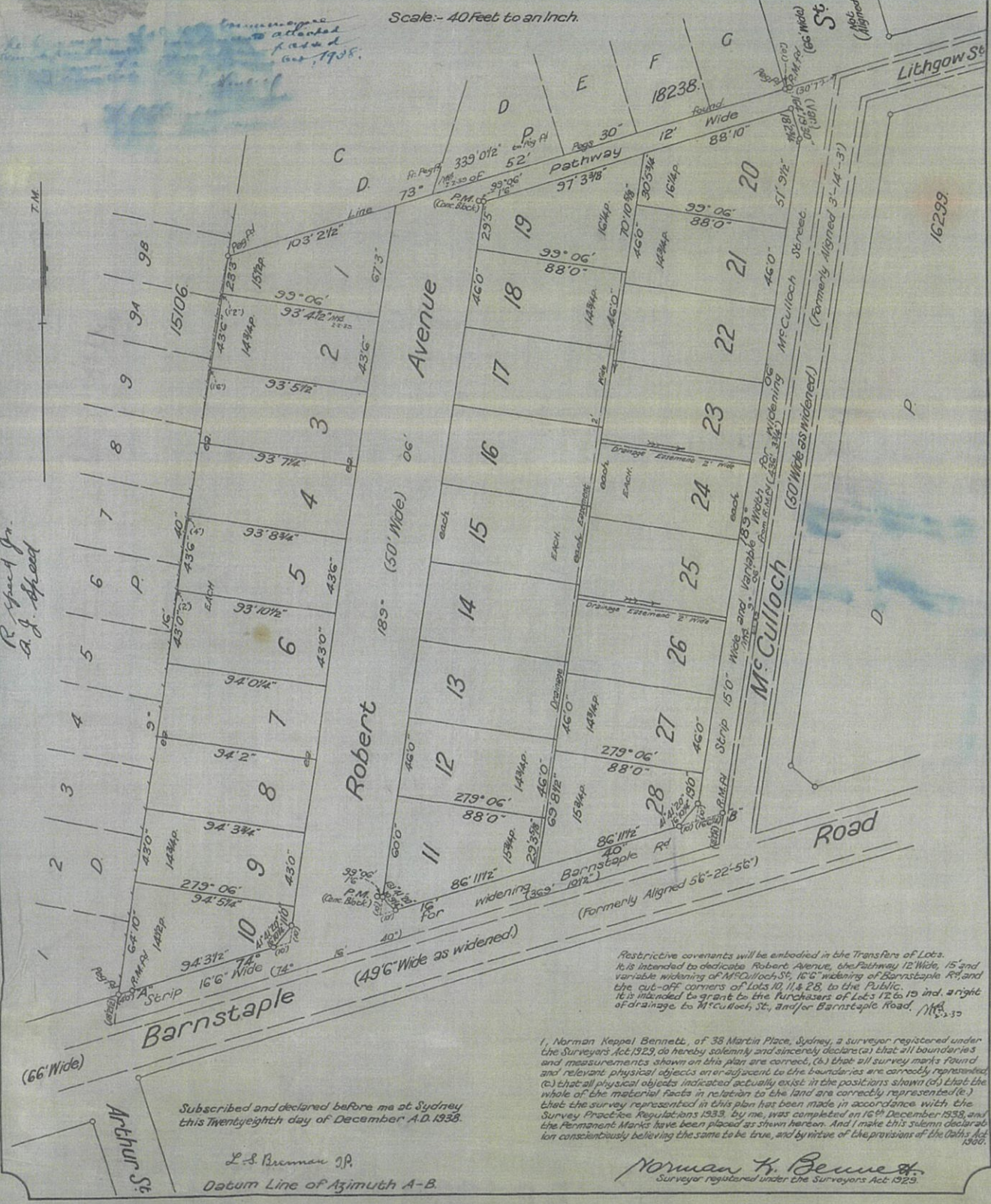
Municipality of Drummoyne.
C742802 5-1-39

PLAN
OF
Speed's Extended Estate

being a subdivision of the land comprised in Certificates of Title Vol. 4989 Fols. 75 & 76.

Parish of Concord County of Cumberland.

Scale:- 40 Feet to an Inch.



Restrictive covenants will be embodied in the Transfers of Lots.
It is intended to dedicate Robert Avenue, the Pathway 12' Wide, 15' and variable widening of McCulloch St, 16'6" widening of Barnstaple Rd, and the cut-off corners of Lots 10, 11 & 28, to the Public.
It is intended to grant to the Purchasers of Lots 12 to 19 incl. a right of drainage to McCulloch St., and/or Barnstaple Road.

1, Norman Keppel Bennett, of 38 Martin Place, Sydney, a surveyor registered under the Surveyors Act 1929, do hereby solemnly and sincerely declare (a) that all boundaries and measurements shown on this plan are correct, (b) that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented, (c) that all physical objects indicated actually exist in the positions shown (d) that the whole of the material facts in relation to the land are correctly represented (e) that the survey represented in this plan has been made in accordance with the Survey Practice Regulations 1933, by me, was completed on 16th December 1938, and the Permanent Marks have been placed as shown hereon. And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act 1900.

Norman K. Bennett
Surveyor registered under the Surveyors Act 1929.

Subscribed and declared before me at Sydney this Twentyeighth day of December A.D. 1938.

L. S. Brennan J.P.

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CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 18646

FEET	INCHES	METRES
-	2	0.05
-	4	0.1
1	-	0.305
1	2	0.355
1	6	0.455
2	-	0.61
3	-	0.915
3	6	1.065
4	-	1.22
5	6	1.675
8	-	2.44
10	-	3.05
10	9 1/4	3.285
11	-	3.355
12	-	3.66
14	-	4.265
16	6	5.03
16	6 1/4	5.035
16	10 1/4	5.135
18	2 1/4	5.545
18	2 1/2	5.55
18	2 3/4	5.555
19	-	5.79
22	-	6.705
23	3	7.085
29	3 5/8	8.93
29	5	8.965
30	5 3/4	9.29
30	7	9.32
43	-	13.105
43	6	13.26
46	-	14.02
49	6	15.09
51	9 1/2	15.785
52	-	15.85
60	-	18.29
64	10	19.76
66	-	20.115
67	3	20.5
69	8 1/2	21.245
70	10 3/8	21.6
70	10 5/8	21.605
86	11 1/2	26.505
88	-	26.82
88	10	27.075
93	4 1/2	28.46
93	5 1/2	28.485
93	7 1/4	28.53
93	8 3/4	28.57
93	10 1/2	28.615
94	0 1/4	28.655
94	2	28.7
94	3 1/2	28.74
94	3 3/4	28.745
94	5 1/4	28.785
97	3 3/8	29.65
103	2 1/2	31.46
339	0 1/2	103.34
369	10 1/2	112.74

AC	RD	P	SQ M
-	-	14 1/2	366.7
-	-	14 3/4	373.1
-	-	15 1/2	392
-	-	15 3/4	398.4
-	-	16 1/4	411
-	-	17 3/4	448.9

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22 11 29 AM 1941

Rec 23/6/41 8/40 pm

R.P. 13

New South

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900).

N 20 5 41 J N 20 5 41 J

Judgment 66619
Endorsement
Certificate ... 1

£ 1 15 0

22 MAY 1941

D 19065

(Trusts must not be disclosed in the transfer.)

I, We, ROBERT SPEED, Junior, of Abbotsford, Market Gardener, and ALFRED JOSEPH SPEED, of Abbotsford, Market Gardener, (herein called transferrors) as tenants in common being registered as the proprietors of an estate in fee simple in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of Two hundred and twenty five pounds (£ 225) (the receipt whereof is hereby acknowledged) paid to us by COLIN JOHN DAVID OSWALD, of Stanmore, Clerk, and ROMA IRENE LORRAINE OSWALD, his wife, (herein called transferrees) do hereby transfer to the said transferree[b] as joint tenants ALL such our Estate and Interest in ALL THE land mentioned in the schedule following :—

County.	Parish.	Reference to Title (c) Whole or Part.	Vol.	Fol.	Description of Land (if part only). (d)
Cumberland	Concord	part	4989	75 and 76	Lot 26 D.P. 18646

Reserving unto the Transferrors as appurtenant to Lots 14, 15 and 16 on the said Deposited Plan an easement for drainage over the strip of land two feet wide along the Northern boundary of the said Lot 26.

And the transferree covenants with the transferrors as set out in annexure "A" hereto.

ENCUMBRANCES, &c., REFERRED TO.

~~Subject to the Drainage Easement two feet wide shown on the said Deposited Plan.~~

Signed at Sydney the Twentieth day of May 1941.

[a]Signed in my presence by the transferrors are WHO IS PERSONALLY KNOWN TO ME

[illegible] Solicitor Sydney

R. Speed Jr.
A. J. Speed
Transferrors

[b]Signed

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

Signed in my presence by the transferrees are WHO IS PERSONALLY KNOWN TO ME

Roland A. McCredie, Solicitor Sydney

R. Oswald
Transferrees

a If a new estate, [illegible] "Remainder," and [illegible] required alteration.

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

c If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

d If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "[illegible]" or [illegible] the land [illegible] in the [illegible] "[illegible] residue [illegible] land [illegible] registered Vol. [illegible] Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

e Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Act, 1919-1939. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure should be used.

f A very short note will suffice.

g If executed within the State this instrument should be signed or acknowledged before the Registrar-General, Deputy Registrar-General, or a Notary Public, J.P., or Commissioner for Affidavits, to whom the Transferror is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the form overleaf. As to instruments executed elsewhere, see page 2.

h Repeat attestation if necessary.

If the Transferror or Transferree signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared [illegible] understand the same."

THIS SPACE TO BE LEFT FREE FROM NOTATION.

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

† N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

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

64745 2.41 St 487

67950

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No. D 19065

LODGED BY R.A. McCredie
Martin Place,
Sydney.

CONSENT OF MORTGAGEE.

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

Dated at this day of 19 . } *Mortgagee.*

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

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.[i]

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

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

Signed at the day of 19 .

Signed at the place and on the date above-mentioned, in the presence of— }

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

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

FORM OF DECLARATION BY ATTESTING WITNESS.[k]

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

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

TH
21 JUL 1941
BY
CHECKED BY

MEMORANDUM OF TRANSFER of

Acres roods perches.

Lot 26 D.P. 18646.
McCulloch St.
~~Shire~~ Municipality Drummoyne.
Parish Reg. Easmt & Subject to Govt. County
Colin John David Oswald } Joint Tenancy
Roma Irene Lorraine Oswald } Transferrees

Particulars entered in Register Book, Vol. 4[illegible] Fol. 75 & 76.

the 21st day of July 1941,
at ~~minutes~~ 12 o'clock in the noon.

M.P.D. [signature]
Registrar-General.

REGISTRAR GENERAL NEW SOUTH WALES

S FOR DEPARTMENTAL USE.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, etc.

PROGRESS RECORD.

	Initials.	Date.
[redacted] urvey Branch...		
[redacted] from Records...	[illegible]	12/5
[redacted] itten	[illegible]	24/6/41
[redacted] amined... ...	[illegible]	26.6.41
[redacted] prepared ...	[illegible]	1.7.41
[redacted] examined ...	[illegible]	2.7.41
[redacted] rwarded ...	[illegible]	[illegible]
[redacted] Engrossers ...	[illegible]	[illegible]
[redacted] tion Clerk ...	[illegible]	

Vol. 5251 Fol. 66

Diagram Fees		
Additional Folios ...		

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

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public. 23/6

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

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and £1 for every new Certificate of Title issuing upon a Transfer on sale for a consideration of not more than £1,000, and £1 5s. for a new Certificate of Title in every other case. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

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

T. H. Tennant, Government Printer. 84 437

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D 19065

ANNEXURE "A".

To Memorandum of Transfer from Robert Speed Junior and Alfred Joseph Speed to Colin John David Oswald and Roma Irene Lorraine Oswald dated 20th May 1941.

(a) That they will not erect or permit to be erected on the ~~allotment~~ hereby transferred more than one main dwelling and that such main dwelling shall be built of brick and/or stone and/or concrete and the roof thereof shall be of slates or tiles or other material to be approved by the Vendors in writing and that the cost of such main dwelling shall not be less than £750:0:0.

(b) That any garage shed or outbuilding erected on the land transferred shall be roofed with slates or tiles or other material to be approved by the Vendors in writing.

(c) That no portion of any building nor any part of a paling fence shall be erected on the land transferred within 15 feet from the main alignment of the street.

(d) That the land transferred shall not be used as a quarry or to carry on any noxious or offensive trade or purpose which shall be a danger nuisance or annoyance to the owner or occupier of the adjoining property or the neighbourhood.

(e) That no signboard hoarding or advertisement of any kind shall be erected upon the land transferred.

(f) That no fence shall be erected on the boundary between the said Lot 26 and lots 13,14, 25, and 27 on the said Deposited Plan without the consent of the Transferrors and such consent shall not be withheld if such fence is erected without expense to the Transferrors and in favour of any person dealing with the Transferrees such consent shall be deemed to have been given in respect of every such fence for the time being erected.

Pursuant to Sec. 88 of the Conveyancing Act 1919-1939 it is hereby declared that-

(a) The land to which the benefit of the above covenants (other than the covenant designated with the letter (f)) is intended to be appurtenant is the whole of the land comprised in the Deposited Plan other than the land hereby transferred and that the lands to which the benefit of the said covenant designated with the letter (f) is intended to be appurtenant are Lots 13,14,25 and 27 on the said Deposited Plan.

(b) The land which is to be subject to the burden of the above covenants other than the covenant designated with the letter (f) is the land hereby transferred and the land which is to be subject to the burden of the said covenant designated with the letter (f) is Lot 26 on the said Deposited Plan.

(c) The above covenants or any of them may be released varied or modified with the consent of the Transferrors their executors administrators or assigns.

..... [signature]	R. Speed Jr.
	A. J. Speed
Witness to the signatures of the transferrors	Transferrors
	C. Oswald
..Roland A. McGreale, Sol, Sydney.	R. Oswald
Witness to the signatures of the transferrees	Transferrees.

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Lodged by
R.H. Credie.
2 Martin Place,
Sydney

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JAN 22 3 37 1945 R.B.N.

New South Wales.

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACTS, 1900).

DULY STAMPED

FEES :— £ s. d.
Lodgment ... : 12 6
Endorsement : 2 6
Certificate ... : 1 -

B 12 45 V

D345482

(Trusts must not be disclosed in the transfer.)

I, WE, ROBERT SPEED and ALFRED JOSEPH SPEED both of Abbotsford Market Gardeners, (herein called transferrors)

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

being registered as the proprietor of an estate in *fee simple*[a] in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of One hundred and eighty pounds (£180:0:0) (the receipt whereof is hereby acknowledged) paid to us by ALEXANDER ARTHUR EDDIE of Hurlstone Park a member of the Australian Imperial Forces and LILIAN MAY EDDIE his wife (herein called transferrees)

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

c If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

d If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being lot etc. D.P. " or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. Fol. " Where the consent of the local council is required to a subdivision and plan under the L.G. Act, it should accompany the transfer.

e Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Act, 1919-1943. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure should be used.

f A very short note will suffice.

dc hereby transfer to the said transferrees[b] as joint tenants ALL such our Estate and Interest in ALL THE land mentioned in the schedule following :—

County.	Parish.	Reference to Title (c)			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Fol.	
Cumberland	Concord	Part	4989	75 and 76	Lot 19, D.P.18646

And the transferrees covenants with the transferrors[e] as set out in the Annexure hereto marked "A".

Together with an easement for drainage over the pieces of land two feet wide passing through lots 12 to 18 inclusive and Lot 24 D.P. 18646

Sig. until cancelled by Will Reg. by D330765.

Reg. end of 18 by D426875

Now comprised in part of land comprised in Certificate of Title vol. 5241 fol. 37 and vol. 5241 fol. 38

THIS SPACE TO BE LEFT FREE FROM NOTATION.

ENCUMBRANCES, &c., REFERRED TO.

N I L

Signed at Sydney the seventh day of January 1945.

R. Speed
R. J. Speed
*Transferrors**

g If executed within the State this instrument should be signed or acknowledged before the Registrar-General, Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferror is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the form overleaf. As to instruments executed elsewhere, see page 2.

h Repeat attestation if necessary.

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

[g] Signed in my presence by the transferrors are WHO IS PERSONALLY KNOWN TO ME

[h] Signed in my presence by the transferree LILIAN MAY EDDIE who is personally known to me

Signed in my presence by the transferree ALEXANDER ARTHUR EDDIE WHO IS PERSONALLY KNOWN TO ME

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

L. M. Eddie
Transferree

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

A. A. Eddie
Transferree.

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

† N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

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

K1163 81 437

Req:R818184 /Doc:DL D345482 /Rev:18-Mar-1997 /NSW LRS /Pgs:ALL /Prt:15-Sep-2026 14:10 /Seq:2 of 3
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D345482

No.

LODGED BY C. M. MARSH & HARVEY 98 MARTIN PLACE SYDNEY SOLICITORS

CONSENT OF MORTGAGEE.

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

Dated at this day of 19 .

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

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.[i]

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

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

Signed at the day of 19 .

Signed at the place and on the date above-mentioned, in the presence of—

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

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

FORM OF DECLARATION BY ATTESTING WITNESS.[k]

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

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

MEMORANDUM OF TRANSFER of

Acres roods 16¼ perches.

Lot 19 DP 18646 Robert Avenue

Together with easement & subject to ~~Covenant~~ Covenant)

~~Shire~~ Municipality Drummoyne

Parish County

Alexander Arthur Eddie: } joint tenants.
Lilian May Eddie: } Transferrees

Particulars entered in Register Book, Vol. 5119 Fols. 37

the 30th day of April 1945,
at minutes 12 o'clock ~~in the~~ noon.

Registrar-General.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, etc.
Contract & consent		

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch...	74/1	
[redacted]ceived from Records...		
[redacted]aft written ...		11.5.45
[redacted]aft examined...		16
[redacted]agram prepared		
[redacted]agram examined		
[redacted]aft forwarded		19.5.45
[redacted]ipt. of Engrossers		10.6.45
[redacted]ncellation Clerk		11/6
Vol. 5499 Fol. 2		
[redacted]agram Fees ...		
[redacted]dditional Folios		

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

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

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

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

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and £1 for every new Certificate of Title issuing upon a Transfer on sale for a consideration of not more than £1,000, and £1 5s. for a new Certificate of Title in every other case. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

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

A. H. PETTIFER, ACTING GOVT. PRINTER. 81 407

SE SPACES FOR DEPARTMENTAL USE

Req:R818184 /Doc:DL D345482 /Rev:18-Mar-1997 /NSW LRS /Pgs:ALL /Prt:15-Sep-2026 14:10 /Seq:3 of 3
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"A"

D345482

ANNEXURE TO MEMORANDUM OF TRANSFER FROM ROBERT SPEED AND ALFRED JOSEPH SPEED TO ALEXANDER ARTHUR EDDIE AND LILIAN MAY EDDIE DATED THE eleventh DAY OF ~~DECEMBER 1944~~ January 1945.

And the transferrees covenant with the Transferrors

(a) That they will not erect or permit to be erected on the allotment hereby transferred more than one main dwelling and that such main dwelling shall be built of brick and/or stone and/or concrete and the roof thereof shall be of slates or tiles or other material to be approved by the Transferrors in writing and that the cost of such main dwelling shall not be less than seven hundred and fifty pounds (£750:0:0).

(b) That any garage, shed or outbuilding, erected on the allotment hereby transferred shall be roofed with slates or tiles or other material to be approved by the Transferrors in writing.

(c) That no portion of any building or any part of a paling fence shall be erected on any part of the land transferred within fifteen feet from the main alignment of Robert Avenue.

(d) That no part of the land hereby transferred shall be used as a quarry or to carry on any noxious or offensive trade or purpose which shall be a danger, nuisance, or annoyance to the owner or occupier of the land adjoining or to the neighbourhood.

(e) That no signboard, hoarding or advertisement of any kind shall be entered on any part of the land hereby transferred.

(f) That no fence shall be erected on the boundary between the said Lot 19 and Lots 18, 20 and 21 on the said Deposited Plan without the consent of the Transferrors and such consent shall not be withheld if such fence is erected without expense to the Transferrors and in favour of any person dealing with the Transferrees such consent shall be deemed to have been given in respect of every such fence for the time being erected.

IT IS HEREBY DECLARED pursuant to Section 88 of the Conveyancing Act 1919-1943

(a) That the land to which the benefit of the above covenants other than the covenant designated with the letter (f) is intended to be appurtenant is the whole of the land comprised in the Deposited Plan other than the land hereby transferred and that the land to which the benefit of the said covenant designated with the letter (f) is intended to be appurtenant is Lots 18, 20 and 21 on the said Deposited Plan.

(b) That ~~the~~ land which is to be subject to the burden of the above covenants is the land hereby transferred.

(c) That the above covenants or any of them may be released varied or modified with the consent of the Transferrors.

Witness:- [signature] Transferrors R. Speed A. J. Speed.

Witness to signature of Alexander Arthur Eddie Transferrees. A A Eddie.

[signature] Capt.
[illegible] Capt. C.F.G. Lee
Aust Military Forces.

Witness to the signature of Lilian May Eddie L. M. Eddie

[signature]

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D342878

R.P.

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900).

FIVE SHILLINGS STAMP DUTY

DULY STAMPED NEW SOUTH WALES STAMP DUTY

N.S.W. DEPARTMENT 11.1.1945 - S - STAMP DUTY

REGISTRAR-GENERAL NEW SOUTH WALES

FEES:— £ s. d.
Lodgment ... 12:1
Endorsement : 2:2
Certificate ... 1 : :
£ 1/15/0

(Trusts must not be disclosed in the transfer.)

I, ROBERT SPEED and ALFRED JOSEPH SPEED of Abbotsford Market Gardeners as tenants in common (herein called transferrors)

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

being registered as the proprietor of an estate in *fee simple*[a] in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of ONE HUNDRED AND SEVENTY FIVE POUNDS (£175:0:0) (the receipt whereof is hereby acknowledged) paid to us by

CHARLES LESLIE BEATTIE of Granville, Mental Hospital Attendant and LEAH RUTH BEATTIE his wife (herein called transferrees)

do hereby transfer to the said transferree[b] as joint tenants ALL such our Estate and Interest in ALL THE land mentioned in the schedule following :—

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

c If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

d If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being lot sec. D.P. " or "being the land shown in the plan annexed hereto" or "being the residue of land in certificate (if any) registered Vol. Fol. Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

e Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Act, 1919-1943. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure should be used.

f A very short note will suffice.

County.	Parish.	Reference to Title (c) Whole or Part.	Vol.	Fol.	Description of Land (if part only). (d)
CUMBERLAND	CONCORD (SEE ANNEXURE "A")	PART	4989	75 and 76	Lot 18 on Deposited Plan 18646

And the transferrees hereby covenants with the transferror's as per Annexure hereto

Together with an easement for drainage over the pieces of land two feet wide along and within the eastern boundary of Lots 13 to 17 inclusive and the northern boundary of Lot 24 D.P. 18646

Reserving thereout as appurtenant to Lot 19 D.P. 18646 an easement for drainage over the piece of land two feet wide along and within the ~~northern~~ eastern boundary of the said Lot 18.

ENCUMBRANCES, &c., REFERRED TO.

Renewed D338766 to 6.6.11

Signed at SYDNEY the 20th day of December 1944

Signed in my presence by the transferror[s] WHO ~~IS~~ are PERSONALLY KNOWN TO ME

R. Speed
A. J. Speed
Transferror's.

~~Signed~~

Solicitor Sydney

g If executed within the State this instrument should be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferror is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the form overleaf. As to instruments executed elsewhere, see page 2.

h Repeat attestation if necessary.

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

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

Charles L. Beattie
Leah. Beattie.
Transferrees

Signed in my presence by the transferrees who ~~is~~ are PERSONALLY KNOWN TO ME

R. Coleman
Solicitor
Parramatta

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

† N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

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

K1165 25571 9.43 St 437

K19998

C/T partly cancelled.

THIS SPACE TO BE LEFT FREE FROM NOTATION.

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D342878

No.

LODGED BY Coleman & Greig Parramatta

CONSENT OF MORTGAGEE.

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

Dated at this day of 19 . Mortgagee.

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

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.[i]

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

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

Signed at the day of 19 .

Signed at the place and on the date above-mentioned, in the presence of—

[i] This form is not appropriate in cases of delegation by trustees.

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

FORM OF DECLARATION BY ATTESTING WITNESS.[k]

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

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

9 FEB 1946

MEMORANDUM OF TRANSFER of

— Acres — roods 14 3/4 perches.

Lot 18 DP.15646 Robert Avenue. Together with & reserving easements. Subject to covenant.

Shire Municipality Drummoyne

Parish County

Charles Leslie Beattie } joint tenants
Leah Ruth Beattie } Transferree.

Particulars entered in Register Book, Vol. 4989 Fol. 875+76

the 7th day of February 1945,
at ~~minutes~~ 10 o'clock in the fore noon.

Registrar-General.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, etc.
	Consent [illegible]	

CTD 748364

ESE SPACES FOR DEPARTMENTAL USE.

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch...		
Received from Records...	[illegible]	12 [illegible]
written ...	[illegible]	18.1.45
examined...	[illegible]	25.1.45
am prepared	[illegible]	31.1
am examined	[illegible]	5.2.45
forwarded	[illegible]	5.2.45
of Engrossers	[illegible]	26.2.45
ellation Clerk	[illegible]	
Vol. 5478 Fol. 218		
am Fees ...		
ional Folios		

EXTRA FEES
Diagram ...
Extra Folios... 8/- [illegible]

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

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

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

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

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and £1 for every new Certificate of Title issuing upon a Transfer on sale for a consideration of not more than £1,000, and £1 5s. for a new Certificate of Title in every other case. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

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

A. H. Pettifer, Acting Govt. Printer. St 437

M.P.D.

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D342878

THIS IS THE ANNEXURE REFERRED TO IN ANNEXED TRANSFER FROM ROBERT SPEED and ALFRED JOSEPH SPEED to CHARLES LESLIE BEATTIE and LEAH RUTH BEATTIE DATED 20th day of December 1944.

(a) That they will not erect or permit to be erected on the allotment hereby transferred more than one main dwelling and that such main dwelling shall be built of brick and/or stone and/or concrete and the roof thereof shall be of slates or tiles or other material to be approved by the Transferrors in writing and that the cost of such main dwelling shall not be less than SEVEN HUNDRED AND FIFTY POUNDS (£750).

(b) That any garage, shed or outbuilding, erected on the allotment hereby transferred shall be roofed with slates or tiles or other material to be approved by the Transferrors in writing.

(c) That no portion of any building or any part of a paling fence shall be erected on any part of the land transferred within fifteen feet from the main alignment of ROBERT AVENUE.

(d) That no part of the land hereby transferred shall be used as a quarry or to carry on any noxious or offensive trade or purpose which shall be a danger, nuisance, or annoyance to the owner or occupier of the land adjoining or to the neighbourhood.

(e) That no signboard, hoarding or advertisement of any kind shall be erected on any part of the land hereby transferred.

(f) That no fence shall be erected on the boundary between the said Lot 18 and Lots 17, 19 and 21 on the said Deposited Plan without the consent of the Transferrors and such consent shall not be withheld if such fence is erected without expense to the Transferrors and in favour of any person dealing with the Transferrees such consent shall be deemed to have been given in respect of every such fence for the time being erected.

IT IS HEREBY DECLARED that pursuant to Section 88 of the Conveyancing Act 1919-1939.

(a) That the land to which the benefit of the above covenants other than the covenant designated with the letter (f) is intended to be appurtenant is the whole of the land comprised in the Deposited Plan other than the land hereby transferred and that the land to which the benefit of the said covenant designated with the letter (f) is intended to be appurtenant is Lots 17, 19, and 21 on the said Deposited Plan.

(b) That land which is to be subject to the burden of the above covenants is the land hereby transferred.

(c) That the above covenantsor any of them may be released varied or modified with the consent of the Transferrors.

R. Speed.

A. J. Speed.

TRANSFERRORS.

Charles L. Beattie.

Leah Beattie

TRANSFERREES.

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Parramatta
2107

LEMAN & GREIG,

olicitors,

6 George Street,

PARRAMATTA.

CONTRACT WITH CONSENT
OF FED. TREAS. END.

Req:R818177 /Doc:DL D342878 /Rev:18-Mar-1997 /NSW LRS /Pgs:ALL /Prt:15-Sep-2026 14:10 /Seq:5 of 6
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D342878.

THIS IS THE ANNEXURE REFERRED TO IN ANNEXED TRANSFER FROM ROBERT SPEED and ALFRED JOSEPH SPEED to CHARLES LESLIE BEATTIE and LEAH RUTH BEATTIE DATED 20th day of December 1944.

(a) That they will not erect or permit to be erected on the allotment hereby transferred more than one main dwelling and that such main dwelling shall be built of brick and/or stone and/or concrete and the roof thereof shall be of slates or tiles or other material to be approved by the Transferrors in writing and that the cost of such main dwelling shall not be less than SEVEN HUNDRED AND FIFTY POUNDS (£750).

(b) That any garage, shed or outbuilding, erected on the allotment hereby transferred shall be roofed with slates or tiles or other material to be approved by the Transferrors in writing.

(c) That no portion of any building or any part of a paling fence shall be erected on any part of the land transferred within fifteen feet from the main alignment of ROBERT AVENUE.

(d) That no part of the land hereby transferred shall be used as a quarry or to carry on any noxious or offensive trade or purpose which shall be a danger, nuisance, or annoyance to the owner or occupier of the land adjoining or to the neighbourhood.

(e) That no signboard, hoarding or advertisement of any kind shall be erected on any part of the land hereby transferred.

(f) That no fence shall be erected on the boundary between the said Lot 18 and Lots 17, 19 and 21 on the said Deposited Plan without the consent of the Transferrors and such consent shall not be withheld if such fence is erected without expense to the Transferrors and in favour of any person dealing with the Transferrees such consent shall be deemed to have been given in respect of every such fence for the time being erected.

IT IS HEREBY DECLARED that pursuant to Section 88 of the Conveyancing Act 1919-1939.

(a) That the land to which the benefit of the above covenants other than the covenant designated with the letter (f) is intended to be appurtenant is the whole of the land comprised in the Deposited Plan other than the land hereby transferred and that the land to which the benefit of the said covenant designated with the letter (f) is intended to be appurtenant is Lots 17, 19, and 21 on the said Deposited Plan.

(b) That land which is to be subject to the burden of the above covenants is the land hereby transferred.

(c) That the above covenantsor any of them may be released varied or modified with the consent of the Transferrors.

R. Speed.
A. J. Speed.
TRANSFERRORS.

Charles L. Beattie.
Leah Beattie
TRANSFERREES.

Req:R818177 /Doc:DL D342878 /Rev:18-Mar-1997 /NSW LRS /Pgs:ALL /Prt:15-Sep-2026 14:10 /Seq:6 of 6
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Coleman
24107

COLEMAN & GREIG,

Solicitors,

16 George Street,

PARRAMATTA.

CONTRACT WITH CONSENT
OF FED. TREAS. END.

Req:R818187 /Doc:DL D330765 /Rev:18-Mar-1997 /NSW LRS /Pgs:ALL /Prt:15-Sep-2026 14:10 /Seq:1 of 4
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REGISTRAR-GENERAL NEW SOUTH WALES

R.P. 13.

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT)

D330765

NOV 21 12 03

Judgment ... s. d.
Endorsement
Certificate ...

£ 1-15-0

(Trusts must not be disclosed in the transfer.)

I, WE, ROBERT SPEED and ALFRED JOSEPH SPEED of Abbotsford Market Gardeners (herein called transferrors) being registered as the proprietor of an estate in *fee simple*[a] in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of Two hundred and twenty pounds (£220:0:0) (the receipt whereof is hereby acknowledged) paid to us by ROY PATRICK CARROLL of Stanmore Mental Attendant and VERA GLADYS CARROLL his wife (herein called transferrees) do hereby transfer to the said transferrees as joint tenants ALL such our Estate and Interest in ALL THE land mentioned in the schedule following :—

County.	Parish.	Reference to Title (c) Whole or Part.	Vol.	Fol.	Description of Land (if part only). (d)
Cumberland	Concord	Part	4989	75 and 76	Lot 11 Deposited Plan 18646 Speed Extended Estate

And the transferrees covenants with the transferrors as set out in Annexure hereto Reserving thereout as appurtenant to Lots 12 to 19 inclusive D.P. 18646 an easement for drainage over the piece of land two feet wide along and within the south-eastern boundary of the said Lot 11

ENCUMBRANCES, &c., REFERRED TO.[f]

~~Subject to drainage easement two feet wide shown on the said Deposited Plan.~~

Signed at Sydney the Thirty first day of October 1944

[g]Signed in my presence by the transferror WHO IS PERSONALLY KNOWN TO ME

R. Speed
A. J. Speed
Transferror *

[h]Signed Solicitor Sydney

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

Signed in my presence by the transferree WHO IS PERSONALLY KNOWN TO ME

R. P. Carroll
V. G. Carroll
Transferree.

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

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

c If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

d If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being lot sec. D.P. " or "being the land shown in the plan annexed hereto," or "being the [illegible] land in certificate [illegible] registered [illegible] Fol. " Where the [illegible] of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act [illegible] accompany the transfer.

e Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Act, 1919-1943. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure should be used.

f A very short note will suffice.

g If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferror is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the form overleaf. As to instruments executed elsewhere, see page 2.

h Repeat attestation if necessary.

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

THIS SPACE TO BE LEFT FREE FROM NOTATION.

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

† N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

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

X1165 35571 9.43 81 437

Req:R818187 /Doc:DL D330765 /Rev:18-Mar-1997 /NSW LRS /Pgs:ALL /Prt:15-Sep-2026 14:10 /Seq:2 of 4
© Office of the Registrar-General /Src:InfoTrack /Ref:GA:26?2994

No. D330765 LODGED BY C. M. MARSH & HARVEY 35 MARTIN PLACE SYDNEY SOLICITORS

CONSENT OF MORTGAGEE.

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

Dated at this day of 19 . Mortgagee.

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

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.[i]

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

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

Signed at the day of 19

Signed at the place and on the date above-mentioned, in the presence of—

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

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

FORM OF DECLARATION BY ATTESTING WITNESS.[k]

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

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

MEMORANDUM OF TRANSFER of

Acres — roods 15 3/4 perches.

Lot 11 L.P. 18646 Robert Ave & Barnstaple Rd.

(Subject to covenant: Reserving easement for drainage)

~~Shire~~ Municipality Drummoyne

Parish County

Roy Patrick Carroll } joint tenants.
Vera Gladys Carroll } Transferrees

Particulars entered in Register Book, Vol. 4959 Fol. 75 & 76

the 28th day of December 1944, at minutes 12 o'clock ~~in the~~ noon.

Registrar General

REGISTRAR GENERAL NEW SOUTH WALES

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, etc.
C/gvee		

PROGRESS RECORD.

	Initial	Date.
Sent to Survey Branch...	[illegible]	[illegible]
Received from Records...	[illegible]	[illegible]
[redacted]raft written ...	[illegible]	11.12.44
[redacted]raft examined...	[illegible]	12.12.44
[redacted]iagram prepared ...	[illegible]	18.12.44
[redacted]iagram examined ...	[illegible]	21.12.44
[redacted]raft forwarded ...	[illegible]	21.12.44
[redacted]upt. of Engrossers ...	[illegible]	23.1.45
[redacted]ancellation Clerk	[illegible]	
Vol. 5471 Fol. 178		
[redacted]iagram Fees ...		
[redacted]dditional Folios ...		

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

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

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

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

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and £1 for every new Certificate of Title issuing upon a Transfer on sale for a consideration of not more than £7,000, and £1 5s. for a new Certificate of Title in every other case. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

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

A. H. Pettifer, Acting Govt. Printer. St 437

[redacted]ESE SPACES FOR DEPARTMENTAL USE.

Req:R818187 /Doc:DL D330765 /Rev:18-Mar-1997 /NSW LRS /Pgs:ALL /Prt:15-Sep-2026 14:10 /Seq:3 of 4
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D330765

7 DEC 1944

ANNEXURE REFERRED TO IN MEMORANUM OF TRANSFER FROM ROBERT SPEED AND ALFRED JOSEPH SPEED TO ROY PATRICK CARROLL AND VERA GLADYS CARROLL DATED THE 31st DAY OF October 1944

The Transferrees covenant with the Transferrors as follows:-

(a) That they will not erect or permit to be erected on the allotment hereby transferred more than one main dwelling and that such main dwelling shall be built of brick and/or stone and/or concrete and the roof thereof shall be of slates or tiles or other material to be approved by the Transferrors in writing and that the cost of such main dwelling shall not be less than seven hundred and fifty pounds (£750:0:0).

(b) That any garage, shed or outbuilding erected on the allotment hereby transferred shall be roofed with slates or tiles or other material to be approved by the Transferrors in writing.

(c) That no portion of any building or any part of a paling fence shall be erected on any part of the land transferred within fifteen feet from the main alignment of Robert Avenue.

(d) That no part of the land hereby transferred shall be used as a quarry or to carry on any noxious or offensive trade or purpose which shall be a danger, nuisance or annoyance to the owner or occupier of the land adjoining or the neighbourhood.

(e) That no signboard, hoarding or advertisement of any kind shall be erected on any part of the land hereby transferred.

(f) That no fence shall be erected on the boundary between the said Lot 11 and Lots 12 and 28 on the said Deposited Plan without the consent of the Transferrors and such consent shall not be withheld if such fence is erected without expense to the Transferrors and in favour of any person dealing with the Transferrees such consent shall be deemed to have been given in respect of every such fence for the time being erected.

AND IT IS HEREBY DECLARED pursuant to Section 88 of the Conveyancing Act 1919-1935.

(a) That the land to which the benefit of the above covenants other than the covenant designated with the letter (f) is intended to be appurtenant is the whole of the land comprised in the Deposited Plan other than the land hereby transferred and that the land to which the benefit of the said covenant designated with the letter (f) is intended to be appurtenant is Lots 12 and 28 on the said Deposited Plan.

(b) The land which is to be subject to the burden of the above covenants is the land hereby transferred.

(c) That the above covenants or any of them may be released varied or modified wigh the consent of the Transferrors

Signed in my presence by the transferrees who are personally known to me

R. Clarence

R. G. Carroll

Transferrees

Solicitor Sydney

R. Speed

A. J. Speed

Transferors

1X7182

Req:R818187 /Doc:DL D330765 /Rev:18-Mar-1997 /NSW LRS /Pgs:ALL /Prt:15-Sep-2026 14:10 /Seq:4 of 4
© Office of the Registrar-General /Src:InfoTrack /Ref:GA:26?2994

D 330765

STATUTORY DECLARATION

I, ROBERT SPEED of Abbotsford in the State of New South Wales, Market Gardener, do hereby solemnly and sincerely declare as follows:-

1. I am identical with Robert Speed Junior the registered proprietor of an estate in fee simple in an undivided moiety or half share of the land comprised in Certificate of Title Volume 4989 Folio 75
2. My father Robert Speed died on the twenty third day of February One thousand nine hundred and forty four.

AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900-1936.

SUBSCRIBED AND DECLARED at Sydney this Seventh day of December, 1944 before me:- R. Speed

A Justice of the Peace.

B

Req:R818180 /Doc:DL D354501 /Rev:24-Apr-1997 /NSW LRS /Pgs:ALL /Prt:15-Sep-2026 14:10 /Seq:1 of 3
© Office of the Registrar-General /Src:InfoTrack /Ref:GA:26?2994

REGISTRAR-GENERAL NEW SOUTH WALES

Registrar-General's Office

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900).

DULY STAMPED NEW SOUTH WALES STAMP

Fees:—	£	s.	d.
Lodgment ...		:	:
Endorsement		:	:
Certificate ...		:	:

N 19 2 45 0 N 19 2 45 0 D354501

Erc Folio 8/ 14.6.45 9/7

(Trusts must not be disclosed in the transfer.)

I, WE, ROBERT SPEED and ALFRED JOSEPH SPEED both of Abbotsford Market Gardeners (herein called transferrors) being registered as the proprietor of an estate in *fee simple*[a] in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of One hundred and seventy five pounds (£175:0:0) (the receipt whereof is hereby acknowledged) paid to us by GWENYTH MARION WADE wife of Ernest Frederick Wade of Marrickville a member of the Australian Military Forces (herein called transferree) do hereby transfer to the said transferree[b] ALL such our Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title (c) Whole or Part.	Vol.	Fol.	Description of Land (if part only). (d)
Cumberland	Concord	Part	4989	75 and 76	Lot 17 D.P. 18646

~~And the transferree covenants with the transferror~~[e]

Together with an easement for drainage over the pieces of land two feet wide along and within the eastern boundary of Lots 11 to 16 inclusive. Reserving thereout as appurtenant to Lots 18 and 19 inclusive an easement for drainage over the piece of land two feet wide along and within the eastern boundary of the said Lot 17.

And the transferree covenants with the transferrors as set out in Annexure hereto marked "A"

Now being part of land comprised in Cert'e of Title, Vol. 4991 Fols 37 & 38

ENCUMBRANCES, &c., REFERRED TO.[f]

D342878 Grant of Easement for drainage
D345482 Grant of Easement for drainage

Signed at Sydney the 17th day of February 1945

[g]Signed in my presence by the transferrors are WHO IS PERSONALLY KNOWN TO ME
[signature]

R. Speed
A. J. Speed
Transferror.*

[h]Signed Solicitor Sydney

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

Signed in my presence by the transferree WHO IS PERSONALLY KNOWN TO ME
[signature]

G. Wade
Transferree.

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

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

c If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

d If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being lot sec. D.P. " or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. Fol." Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

e Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Act, 1919-1943. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure should be used.

f A very short note will suffice.

10/4/45

g If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferror is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the form overleaf. As to instruments executed elsewhere, see page 2.

h Repeat attestation if necessary.

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

THIS SPACE TO BE LEFT FREE FROM NOTATION.

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

† N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

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

K1165 81 437

Req:R818180 /Doc:DL D354501 /Rev:24-Apr-1997 /NSW LRS /Pgs:ALL /Prt:15-Sep-2026 14:10 /Seq:2 of 3
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No. D354501

LODGED BY C. M. MARSH & HARVEY 28 MARTIN PLACE SYDNEY SOLICITORS

CONSENT OF MORTGAGEE.

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

Dated at this day of 19 . } Mortgagee.

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

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.[i]

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

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

Signed at the day of 19 .

Signed at the place and on the date above-mentioned, in the presence of— }

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

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

FORM OF DECLARATION BY ATTESTING WITNESS.[k]

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

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

MAY 1945

MEMORANDUM OF TRANSFER of

Acres roods perches.

Lot 17 DP 18646

Robert Ave. Tag: with a reserving easement and subject to covenant

~~Shire~~ Municipality Drummoyne

Parish County

Gwenyth Marion Wade Transferree.

Particulars entered in Register Book, Vol. 5499 Fol. 3

the 30th day of April 1945,

at minutes 12 o'clock ~~in the~~ noon.

Registrar-General.

REGISTRAR GENERAL NEW SOUTH WALES

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M'f'gor, etc.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

EXTRA FEES Diagram Extra Folios 8/- [illegible]

OGRESS RECORD.

	Initials.	Date.
Branch...		
ecords...	[illegible]	1/5
...	[illegible]	11.5.45
...	[illegible]	16
ed ...	[illegible]	25.5.45
ned ...	[illegible]	29.5.45
...	[illegible]	29.5.45
sers ...	[illegible]	6.6.45
rk ...	[illegible]	11/6

Vol. 5499 Fol. 3

Diagram Fee ...

Additional Folios ...

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

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

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

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

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and £1 for every new Certificate of Title issuing upon a Transfer on sale for a consideration of not more than £1,000, and £1 5s. for a new Certificate of Title in every other case. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

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

A. H. Pettifer, Acting Govt. Printer. 81 437

M.P.D.

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C.M. MACKIE & HARVEY
88 MARTIN PLACE
SYDNEY
SOLICITORS

Req:R818186 /Doc:DL D344862 /Rev:18-Mar-1997 /NSW LRS /Pgs:ALL /Prt:15-Sep-2026 14:10 /Seq:1 of 3
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D344862

ANNEXURE TO TRANSFER FROM ROBERT SPEED AND ALFRED JOSEPH SPEED TO BERTIE ALFRED HAMER DATED THE 8th DAY OF January 1926.

And the transferree covenants with the transferror -

(a) That he will not erect or permit to be erected on the allotment hereby transferred more than one main dwelling and that such main dwelling shall be built of brick and/or stone and/or concrete and the roof thereof shall be of slates or tiles or other material to be approved by the Transferrors in writing and that the cost of such main dwelling shall not be less than seven hundred and fifty pounds (£750:0:0.)

(b) That any garage, shed or outbuilding erected on the allotment hereby transferred shall be roofed with slates or tiles or other material to be approved by the Transferrors in writing.

(c) That no portion of any building or any part of a paling fence shall be erected on any part of the land transferred within fifteen feet from the main alignment of Robert Avenue.

(d) That no part of the land hereby transferred shall be used as a quarry or to carry on any noxious or offensive trade or purpose which shall be a danger, nuisance, or annoyance to the owner or occupier of the land adjoining or the neighbourhood.

(e) That no signboard, hoarding or advertisement of any kind shall be erected on any part of the land hereby transferred.

(f) That no fence shall be erected on the boundary between the said Lot 12 and Lots 11, 13 and 28 on the said Deposited Plan without the consent of the Transferrors and such consent shall not be withheld if such fence is erected without expense to the Transferrors and in favour of any person dealing with the Transferree such consent shall be deemed to have been given in respect of every such fence for the time being erected.

IT IS HEREBY DECLARED pursuant to Section 88 of the Conveyancing Act 1919-1930 that

(a) That the land to which the benefit of the above covenants other than the covenant designated with the letter (f) is intended to be appurtenant is the whole of the land comprised in the Deposited Plan other than the land hereby transferred and that the land to which the benefit of the said covenant designated with the letter (f) is intended to be appurtenant is Lots, 11, 13 and 28 on the said Deposited Plan.

(b) The land which is to be subject to the burden of the above covenants is the land hereby transferred.

(c) That the above covenants or any of them may be released varied or modified with the consent of the Transferrors.

S. H. Waters
9 Gurney Avenue
Homebush. Clerk

B. A. Hamer.

R. Speed
A. J. Speed

B

Req:R818186 /Doc:DL D344862 /Rev:18-Mar-1997 /NSW LRS /Pgs:ALL /Prt:15-Sep-2026 14:10 /Seq:2 of 3
© Office of the Registrar-General /Src:InfoTrack /Ref:GA:2672994

REGISTRAR-GENERAL NEW SOUTH WALES

R.P. Act New South Wales

STAMPED

JAN 19 11 23 29

Fees:—
Lodgment ... : :
Endorsement : :
Certificate ... : :
: :

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT)

D344862

5/K

JED 11/2/14

19.1.11

(Trusts must not be declared in the transfer.)

I, ROBERT SPEED, of Abbotsford Market Gardener and ALFRED JOSEPH SPEED also of Abbotsford Market Gardener (herein called transferror)

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

being registered as the proprietor of an estate in *fee simple*[a] in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of ONE HUNDRED AND SEVENTY-FIVE POUNDS (£ 175) (the receipt whereof is hereby acknowledged) paid to us by BERTIE ALFRED HAMER of Homebush Clerk (herein called transferee)

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

do hereby transfer to the said transferee[b] ALL such our Estate and Interest in ALL THE land mentioned in the schedule following :—

County.	Parish.	Reference to Title (c) Whole or Part.	Vol.	Fol.	Description of Land (if part only). (d)
CUMBERLAND	CONCORD	PART	1989	75 & 76	Being Lot 12 of Deposited Plan 18646.

[c] If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

[d] If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being lot sec. D.P. " or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or part registered Vol. Fol. Where the land is situated in a local council required to a subdivision the certificate and plan mentioned in the L.C. Act, 1919, should accompany the transfer.

[e] Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Act, 1919-1943. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted.

If the space provided is insufficient a form of annexure should be used.

[f] A very short note will suffice.

And the transferee covenants with the transferror[e] Reserving thereout as appurtenant to Lots 13 to 19 inclusive D.P.18646 an easement for drainage over the piece of land two feet wide along and within the eastern boundary of the said Lot 12.

SEE ANNEXURE

Lot 18 Left by D344878 easement [illegible]

Reg. with easement after Lot 11 (D330745)

Now being part land comprised in Cert'e of Title 3744 Fols 37 38

ENCUMBRANCES, &c., REFERRED TO:

Easement granted by dealing D344878

Signed at Sydney the 8th day of January 1911

[g] If executed within the State this instrument must be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferror is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the form overleaf. As to instruments executed elsewhere, see page a.

[h] Repeat attestation if necessary.

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

*Signed in my presence by the transferror ROBERT SPEED WHO IS PERSONALLY KNOWN TO ME

Solicitor Sydney

R. Speed

Transferror

*Signed in my presence by the transferror ALFRED JOSEPH SPEED who is personally known to me:

A. J. Speed.

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

Signed in my presence by the transferee BERTIE ALFRED HAMER WHO IS PERSONALLY KNOWN TO ME

S. E. Wanters. 9 Yunker Avenue Homebush. Clerk.

B A Hamer

Transferee.

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

† N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

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

K1105 8857I 9.05 SH 407

THIS SPACE TO BE LEFT FREE FROM NOTATION.

Req:R818186 /Doc:DL D344862 /Rev:18-Mar-1997 /NSW LRS /Pgs:ALL /Prt:15-Sep-2026 14:10 /Seq:3 of 3
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D344862

No.

LODGED BY BALDIG[illegible] SOLICITORS 1[illegible] MARTIN PEACE, SYD[illegible]

CONSENT OF MORTGAGEE.

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

Dated at this day of 19 . } Mortgagee.

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

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.[i]

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

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

Signed at the day of 19 .

Signed at the place and on the date above-mentioned, in the presence of— }

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

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

FORM OF DECLARATION BY ATTESTING WITNESS.[k]

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

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

4

MEMORANDUM OF TRANSFER of

Acres roods 14 3/4 perches.

Lot 12. DP 18646, Robert Avenue

Reserving easement Subject to covenant

~~Shire~~ Municipality Drummoyne

Parish County

Bertie Alfred Hamer Transferree.

Particulars entered in Register Book, Vol. 5491 Fol. 37

the 30th day of April 1945, at minutes 12 o'clock ~~in the~~ noon.

[signature]

Registrar-General

REGISTRAR GENERAL NEW SOUTH WALES

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing

Nature.	No.	Reg'd Propr., M'tgor, etc.
contract with [illegible]		

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

PROGRESS RECORD.

	Initials.	Date.
Survey Branch...	[illegible]	[illegible]
from Records...	[illegible]	[illegible]
Written ...	[illegible]	19.3.45.
Examined...	[illegible]	4.4.45
prepared	[illegible]	12.4.45
examined	[illegible]	4.4.45
warded	[illegible]	[illegible]
Engrossers	[illegible]	[illegible]
on Clerk	[illegible]	23/5/

EXTRA FEES — Diagram — Extra Folios 6/-

VOL. 5493 FOL. 77

Diagram Fees ...		
Additional Folios ...		

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

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

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

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

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and £1 for every new Certificate of Title issuing upon a Transfer on sale for a consideration of not more than £2,000, and £1 5s. for a new Certificate of Title in every other case. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

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

A. H. PETTIFER, ACTING GOVT. PRINTER. 84 137

[illegible] M.P.

Req:R818182 /Doc:DL D368325 /Rev:17-Mar-1997 /NSW LRS /Pgs:ALL /Prt:15-Sep-2026 14:10 /Seq:1 of 4
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REGISTRAR-GENERAL · NEW SOUTH WALES

R.P. 19 South

FILM PROCURED DAILY STAMPED

APR 13 2 41 ES

TRANSFER

PROPERTY

Fees :— £ s. d.
Lodgment ... : 15 /
Endorsement :
Certificate ... :

M 10 4 45 D M 10 4 45 D

D368325

(Trusts must not be disclosed in the transfer.)

I WE, ROBERT SPEED and ALFRED JOSEPH SPEED both of Abbotsford Market Gardeners as tenants in common (herein called transferrors)

a If a less estate, strike out "*fee simple*" and insert the required alteration.

being registered as the proprietors of an estate in *fee simple* in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of the sum of ONE HUNDRED AND SEVENTY FIVE POUNDS (£175.) (the receipt whereof is hereby acknowledged) paid to us by

MALCOLM McDONALD WADE of Coogee a Member of the Royal Australian Air Force and DOROTEY EILEEN WADE his wife (herein called transferrees)

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

do hereby transfer to the said transferrees as joint tenants ALL such our Estate and Interest in ALL THE land mentioned in the schedule following :—

c If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

d If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being lot sec. D.P. " or "being the land shown in the plan annexed hereto," or "being the [illegible] land in [illegible] grant [illegible] registered [illegible]." Where the description is not sufficient a subdivision [illegible] and plan must be lodged in the L.G. Office and should accompany the transfer.

County.	Parish.	Reference to Title (c)			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Fol.	
CUMBERLAND	CONCORD	PART	4989	75 and 76	being lot 16 in D.P. 18646

e Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Act, 1919-1943. Liens also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure should be used.

~~And the transferree covenants with the transferror~~ together with an easement for drainage over the piece of land two feet wide along and within the eastern boundary of lots 11 to 15 inclusive D.P. 18646 reserving thereout as appurtenant to lots 17 to 19 inclusive D.P. 18646 an easement for drainage over the piece of land two feet wide along and within the eastern boundary of the said lot 16

AND the Transferees covenant with the transferrors as set out in the annexure hereto.

Easement as appurtenant to Lot 16 already reserved over Lot 11 by D320765 D344582

Already granted by instr. referred to herein under Encumbrances

ENCUMBRANCES, &c., REFERRED TO:

D542878 Grant of Easement for drainage
D545482 Grant of easement for drainage
D364501 Grant of Easement for drainage

f A very short note will suffice.

Signed at Sydney the 9th day of April 1945

R. Speed
A J Speed
Transferrors

g If executed within the State this instrument must be signed [illegible] before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferror is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the form overleaf. As to instruments executed elsewhere, see page 2.

*Signed in my presence by the transferrors who are PERSONALLY KNOWN TO ME

[illegible] Solicitor Sydney

*Signed

h Repeat attestation if necessary.

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

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

M K Wade
D Wade.
Transferees

*Signed in my presence by the transferees who are PERSONALLY KNOWN TO ME

[illegible]

THIS SPACE TO BE LEFT FREE FROM NOTATION.

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

† N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

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

Essex [illegible]

N 3409

Req:R818182 /Doc:DL D368325 /Rev:17-Mar-1997 /NSW LRS /Pgs:ALL /Prt:15-Sep-2026 14:10 /Seq:2 of 4
© Office of the Registrar-General /Src:InfoTrack /Ref:GA:26?2994

No. D368325

LODGED BY

W. MARSH & HARVEY
96 MARTIN PLACE
SYDNEY
SOLICITORS

CONSENT OF MORTGAGEE.

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

Dated at _____ this _____ day of _____ 19 .

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

Mortgagee.

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

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

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within transfer.[2]

Signed at _____ the _____ day of _____ 19 .

Signed at the place and on the date above-mentioned, in the presence of—

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

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

FORM OF DECLARATION BY ATTESTING WITNESS.[3]

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

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

20 JUN 1945

MEMORANDUM OF TRANSFER of

_____ acres _____ roods 14 3/4 perches

Lot 16 D.P. 18646 (Robert Avenue)

Shire / Municipality Drummoyne

Parish _____ County _____

{Together with Easement and} {Subject to Covenant to}

Malcolm McDonald Wadey As Joint Tenants

Dorothy Ellen Wadey

Transferees

Particulars entered in Register Book, Vol 5191 Fol 87

the 14th day of June, 1945

at 12 minutes o'clock in the

Registrar-General

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealings.

Nature.	No.	Reg'd Propr., M't'gor, etc.
Contract with Condition endorsed.		

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch...		
Records...	MP	1/6
...	...	...
...	MP	25.5.45
...	...	...
...	...	...
...	...	...

Req:R818182 /Doc:DL D368325 /Rev:17-Mar-1997 /NSW LRS /Pgs:ALL /Prt:15-Sep-2026 14:10 /Seq:3 of 4
© Office of the Registrar-General /Src:InfoTrack /Ref:GA:26?2994

D368325

ANNEXURE TO MEMORANDUM OF TRANSFER Robert Speed and Alfred Joseph Speed to Malcolm McDonald Wade and Dorothy Eileen Wade dated 9th day of April 1945.

The transferees covenant with the transferrors as follows:-

(a) That they will not erect or permit to be erected on the allotment hereby transferred more than one main dwelling and that such main dwelling shall be built of brick and/or stone and/or concrete and the roof thereof shall be of slates or tiles or other material to be approved by the Transferrors in writing and that the cost of such main dwelling shall not be less than seven hundred and fifty pounds (£750.0.0)

(b) That any garage, shed or outbuilding erected on the allotment hereby transferred shall be roofed with slates or tiles or other material to be approved by the Transferrors in writing.

(c) That no portion of any building or any part of a paling fence shall be erected on any part of the land transferred within fifteen feet from the main alignment of Robert Avenue

(d) That no part of the land hereby transferred shall be used as a quarry or to carry on any noxious or offensive trade or purpose which shall be a danger, nuisance, or annoyance to the owner or occupier of the land adjoining or the neighbourhood.

(e) That no signboard, hoarding or advertisement of any kind shall be erected on any part of the land hereby transferred.

(f) That no fence shall be erected on the boundary between the said Lot 16, and lots 15, 17 and 24 on the said Deposited Plan without the consent of the Transferrors and such consent shall not be withheld if such fence is erected without expense to the Transferrors and in favour of any person dealing with the Transferrees such consent shall be deemed to have been given in respect of every such fence for the time being.

IT IS HEREBY DECLARED pursuant to Section 88 of the Conveyancing Act 1919-1943

(a) That the land to which the benefit of the above covenants other than the covenant designated with the letter (f) is intended to be appurtenant is the whole of the land comprised in Deposited Plan other than the land hereby transferred and that the land to which the benefit of the said covenant designed with the letter (f) is intended to be appurtenant is lots 15, 17 and 24 on the said Deposited Plan.

(b) The land which is to be subject to the burden of the above covenants is the land hereby transferred.

(c) That the above covenants or any of them may be released varied or modified with the consent of the Transferrors.

R. Speed
.....
A. J. Speed
.....
Transferrors.

M. McD. Wade
D. Wade
.....
.....
Transferees.

Req:R818182 /Doc:DL D368325 /Rev:17-Mar-1997 /NSW LRS /Pgs:ALL /Prt:15-Sep-2026 14:10 /Seq:4 of 4
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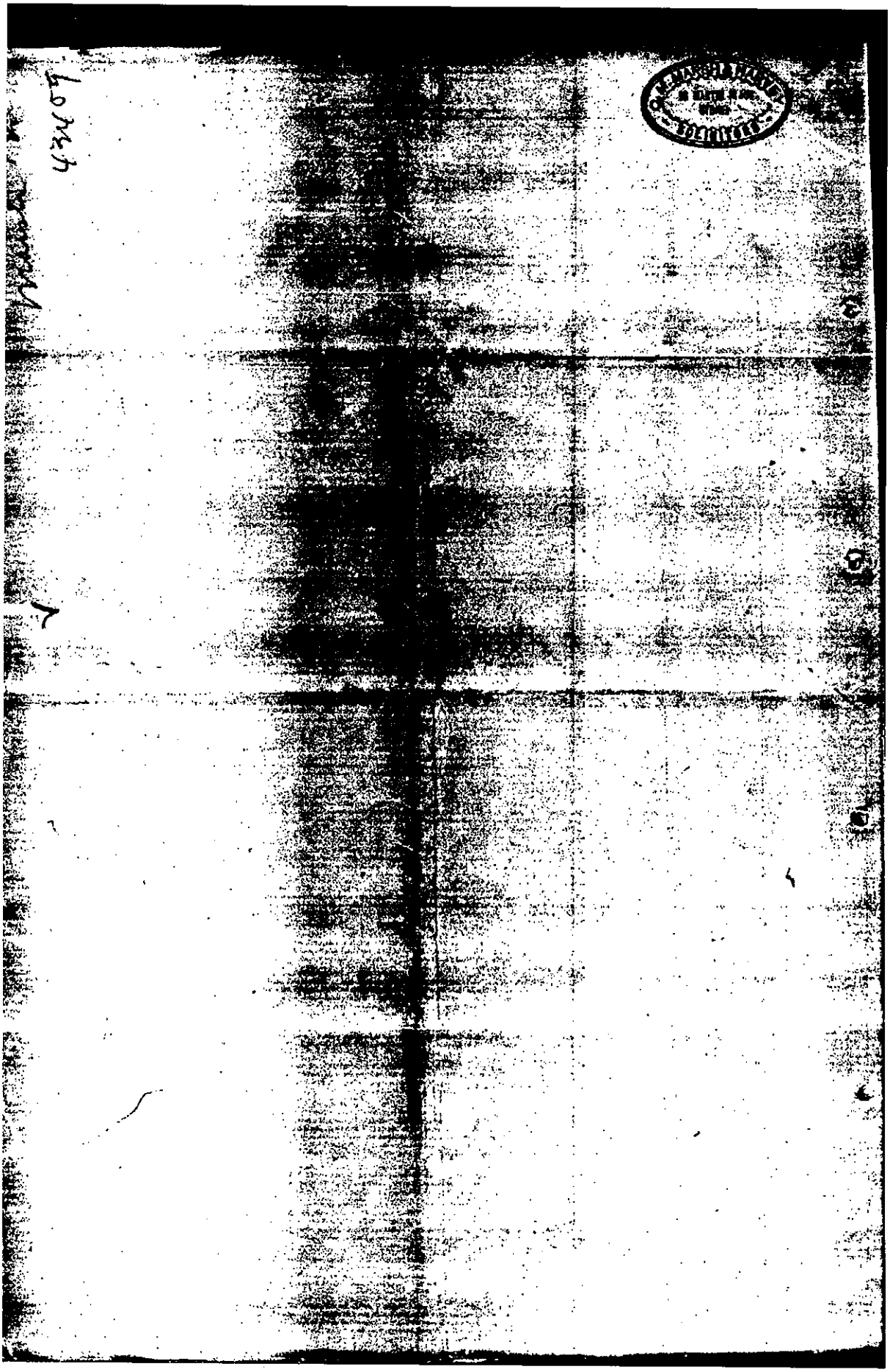

Req:R818185 /Doc:DL D425818 /Rev:18-Mar-1997 /NSW LRS /Pgs:ALL /Prt:15-Sep-2026 14:10 /Seq:1 of 4
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REGISTRAR-GENERAL NEW SOUTH WALES

R.P. 13.

New South Wales

MEMORANDUM OF TRANSFER

PROPERTY ACT

G 15 10 45 O

G 15 10 45 O

Fees:—
Lodgment ... 12 6
Endorsement 2 6
Certificate ... 1 0 0

D425818

(B) 1 18 0
23 10 45

(Trusts must not be disclosed in the transfer.)

WE, I, ROBERT SPEED and ALFRED JOSEPH SPEED of Abbotsford, Market Gardeners

as tenants (herein called transferror) being registered as the proprietor of an estate in *fee simple* in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of the sum of ONE HUNDRED AND SEVENTY FIVE POUNDS (£ 175.) (the receipt whereof is hereby acknowledged) paid to us by

HENRY GEORGE ALLISON of Woollahra Machinist and JESSIE ELIZA ALLISON his wife

(herein called transferrees)

do hereby transfer to the said transferrees as joint tenants

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

County.	Parish.	Reference to Title (c) Whole or Part.	Vol.	Fol.	Description of Land (if part only). (d)
CUMBERLAND	CONCORD	PART	5491	37 and 38	being lot 14 in Deposited Plan No. 18646

~~And the transferree covenants with the transferror as per annexure hereto.~~

TOGETHER WITH an easement for drainage as appurtenant to the land above described over the site of same Two feet wide through lot 13 on the Deposited Plan - RESERVING an easement for drainage two feet wide over the site of same through lot 14 as shown on the Deposited Plan as appurtenant to lot 15. TOGETHER with appurtenant easements reserved by D19065 - D330765 - D344862

And the transferrees covenant with the transferrors as per annexure hereto.

ENCUMBRANCES, &c., REFERRED TO.

RIGHTS OF DRAINAGE granted by D342878 - D345482 - D354501 - D368325.

Signed at Sydney the 15th day of October 1945.

*Signed in my presence by the transferrors ROBERT SPEED and ALFRED JOSEPH SPEED WHO ARE PERSONALLY KNOWN TO ME

[signature] Solicitor Sydney

*Signed

R. Speed

A. J. Speed

Transferrors

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

H. G. Allison

J E Allison

Transferrees

Signed in my presence by the transferrees HENRY GEORGE ALLISON and JESSIE ELIZA ALLISON WHO ARE PERSONALLY KNOWN TO ME

A W Ferry J.P.

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

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

c If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

d If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being lot sec. D.P. " or "being the land shown in the plan annexed hereto" or "being the [illegible] land in [illegible] registered [illegible] Where the [illegible] of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

e Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Acts, 1919-1943. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure should be used.

f A very short note will suffice.

g If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferror is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the form overleaf. As to instruments executed elsewhere, see page 2.

h Repeat attestation if necessary.

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

THIS SPACE TO BE LEFT FREE FROM NOTATION

J. Sparkey cancelled

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

† N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

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

K1165 [illegible] 7 45 [illegible] W

Req:R818185 /Doc:DL D425818 /Rev:18-Mar-1997 /NSW LRS /Pgs:ALL /Prt:15-Sep-2026 14:10 /Seq:2 of 4
© Office of the Registrar-General /Src:InfoTrack /Ref:GA:26?2994

D425818

No.

LODGED BY C. M. MARSH & HARVEY, 86 MARTIN PLACE, SYDNEY, SOLICITORS

CONSENT OF MORTGAGEE.

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

Dated at this day of 19 . } Mortgagee.

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

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.[1]

Signed at the day of 19 .

Signed at the place and on the date above-mentioned, in the presence of— }

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

FORM OF DECLARATION BY ATTESTING WITNESS.[1]

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

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

MEMORANDUM OF TRANSFER of

Acres roods perches.

Lot 14 D.P. 18646 Robert Ave. Together with and reserving easement for drainage (Subject to covenant)

Shire Municipality Drummoyne

Parish County

Henry George Allison } as joint tenants
Jessie Eliza Allison } Transferrees

Particulars entered in Register Book, Vol. 5491 Fol. 37 & 38.

the 4th day of January 1946, at minutes 12 o'clock in the noon.

J. Wells
Registrar-General.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, etc.
C/T note		

SPACES FOR DEPARTMENTAL USE.

PROGRESS RECORD.

	Initials.	Date.
Survey Branch		6/1
From Records		6/1
Written		15.11.45
Examined		22.11.45
Prepared		7.12.45
Examined		8.1.46
Awarded		2.1.46
Engrossers		30.1.46
Union Clerk		

5549 Fol. 203

Fees
Total Folios

EXTRA FEES
Diagram
Extra Folios

M.P.D.

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

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

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

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

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and £1 for every new Certificate of Title issuing upon a Transfer on sale for a consideration of not more than £1,000, and £1 5s. for a new Certificate of Title in every other case. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

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

T. H. TENNANT, GOVERNMENT PRINTER. 84 437

Req:R818185 /Doc:DL D425818 /Rev:18-Mar-1997 /NSW LRS /Pgs:ALL /Prt:15-Sep-2026 14:10 /Seq:3 of 4
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D425818

ANNEXURE TO MEMORANDUM OF TRANSFER DATED 15th October 1945, BETWEEN ROBERT SPEED and ALFRED JOSEPH SPEED Transferrors AND HENRY GEORGE ALLISON and JESSIE ELIZA ALLISON Transferrees.

(The transferrees covenant with the transferrors as follows:-

(a) That they will not erect or permit to be erected on the allotment hereby transferred more than one main dwelling and that such main dwelling shall be built of brick and/or stone and/or concrete and the roof thereof shall be of slates or tiles or other material to be approved by the Transferrors in writing and that the cost of such main dwelling shall not be less than Seven hundred and fifty pounds (£750.0.0).

(b) That any garage shed or outbuilding erected on the allotment hereby transferred shall be roofed with slates or tiles or other material to be approved by the Transferrors in writing.

(c) That no portion of any building or any part of a paling fence shall be erected on any part of the land transferred within fifteen feet from the main alignment of Robert Avenue.

(d) That no part of the land hereby transferred shall be used as a quarry or to carry on any noxious or offensive trade or purpose which shall be a danger nuisance or annoyance to the owner or occupier of the land adjoining or the neighbourhood.

(e) That no signboard hoarding or advertisement of any kind shall be erected on any part of the land hereby transferred.

(f) That no fence shall be erected on the boundary between the said Lot 14 and Lots 13, 15, 25 and 26 on the said Deposited Plan without the consent of the Transferrors and such consent shall not be withheld if such fence is erected without expense to the Transferrors and in favour of any person dealing with the Transferrees such consent shall be deemed to have been given in respect of every such fence for the time being.

IT IS HEREBY DECLARED pursuant to Section 88 of the Conveyancing Act 1919-1939:-

(a) That the land to which the benefit of the above covenants other than the covenant designated with the letter (f) is intended to be appurtenant is the whole of the land comprised in Deposited Plan other than the land hereby transferred and that the land to which the benefit of the said covenant designated with the letter (f) is intended to be appurtenant is Lots 13, 15, 25 and 26 on the said Deposited Plan.

(b) The land which is to be subject to the burden of the above covenants is the land hereby transferred.

(c) That the above covenants or any of them may be released varied or modified with the consent of the Transferrors.)

H. G. Allison

J. E. Allison

Transferrees.

R. Speed

A. J. Speed

Transferrors.

Req:R818185 /Doc:DL D425818 /Rev:18-Mar-1997 /NSW LRS /Pgs:ALL /Prt:15-Sep-2026 14:10 /Seq:4 of 4
© Office of the Registrar-General /Src:InfoTrack /Ref:GA:26?2994



D425818

City of Canada Bay

APPLICANT: Infotrack Pty Ltd
Gpo Box 4029 Sydney Nsw 2001
SYDNEY NSW 2001

PLANNING CERTIFICATE - under section 10.7
Environmental Planning and Assessment Act 1979

Property: 8 Robert Avenue RUSSELL LEA NSW 2046

Title: Lot 14 DP 18646

Certificate No:	PC2026/2448	**Certificate Date:**	17/09/2026
Receipt No:	Online Receipt	**Certificate Fee:**	$74.00
Land No:	9474	**Applicant's Ref:**	GA:26/2994

IMPORTANT: Please read this certificate carefully.

The information provided in this certificate relates only to the land described above. If you need information about an adjoining property or nearby land, a separate certificate will be required.

All information provided is correct as at the date above. Please note, it is possible for changes to occur within a short time and we recommend you only rely upon a very recent certificate.

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

SECTION 10.7(2)

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

SECTION 1 - Names of relevant planning instruments and development control plans

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

Canada Bay Local Environmental Plan 2013

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 – Central River 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

(b) The following development control plans apply to the carrying out of development on the land:

City of Canada Bay Development Control Plan

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

Explanation of Intended Effect – Changes to deter illegal tree and vegetation clearing – exhibition 23 April 2025 to 4 June 2025

Explanation of Intended Effect – Climate Change and Natural Hazards State Environmental Planning Policy – exhibition 17 February 2026 to 16 March 2026

(b) The following draft development control plans apply to the carrying out of development on the land and are, or have been, the subject of community consultation or on public exhibition under the Environmental Planning and Assessment Act 1979:

No draft development control plans apply

Note:
1. A proposed environmental planning instrument or draft development control plan is not listed in subsection 2 if:
   a) It has been more than 3 years since the end of the public exhibition period, or
   b) The Planning Secretary has notified council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

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

SECTION 2 - Zoning and land use under relevant planning instruments

1. (a) Zoning details in the environmental planning instruments identified in Section 1(1(a)) above:

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.

2 Permitted without consent

Environmental protection works; 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; Dual occupancies; Dwelling houses; Environmental facilities; Group homes; Health consulting rooms; Jetties; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Schools; Semi-detached dwellings; Tank-based aquaculture; Water recycling facilities

4 Prohibited

Any development not specified in item 2 or 3

(b) Additional permitted uses:

No additional uses apply

(c) Are there development standards applying to the land, which fix minimum land dimensions for the erection of a dwelling house on the land, and if so, what are the fixed dimensions?

No fixed minimum land dimensions apply to this land

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

No, the land is not in an area of outstanding biodiversity value

(e) Is the land within a conservation area?

No, the land is not within a conservation area

(f) Is there an item of environmental heritage located on the land?

No, there are no heritage items located on the land

2. (a) Zoning details in the proposed environmental planning instruments identified in Section 1(2(a)) above:

No proposed zoning applies to the land

(b) Proposed additional permitted uses:

No proposed additional uses apply

(c) Are there proposed development standards applying to the land, which fix minimum land dimensions for the erection of a dwelling house on the land, and if so, what are the fixed minimum dimensions?

No proposed fixed minimum land dimensions apply to the land.

(d) Is the land in a proposed area of outstanding biodiversity value under the Biodiversity Conservation Act 2016?

No, the land is not in a proposed area of outstanding biodiversity value.

(e) Is the land within a proposed heritage conservation area?

No, the land is not within a proposed heritage conservation area

(f) Is there a proposed item of environmental heritage located on the land?

No, there are no proposed heritage items located on the land

SECTION 3 – Contributions plans

1. (a) The following contributions plans apply to the land

City of Canada Bay Local Infrastructure Contributions Plan

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

(b) The following draft contributions plans apply to the land:-

No draft contributions plans apply to the land

SECTION 4 – Complying Development

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

Housing Code (Part 3)

Yes, under the Housing Code complying development may be carried out on the land.

Low Rise Housing Diversity Code (Part 3B)

Yes, under the Low Rise Housing Diversity Code complying development may be carried out on the land.

Pattern Book Development Code (Part 3BA)

Yes, under the Pattern Book Development Code complying development may be carried out on the land.

Housing Alterations Code (Part 4)

Yes, under the Housing Alterations Code complying development may be carried out on the land.

General Development Code (Part 4A)

Yes, under the General Development Code complying development may be carried out on the land.

Industrial and Business Alterations Code (Part 5)

Yes, under the Industrial and Business Alterations Code complying development may be carried out on the land.

Industrial and Business Buildings Code (Part 5A)

Yes, under the Industrial and Business Buildings Code complying development may be carried out on the land.

Container Recycling Facilities Code (Part 5B)

Yes, under the Container Recycling Facilities Code complying development may be carried out on the land.

Subdivisions Code (Part 6)

Yes, under the Subdivisions Code complying development may be carried out on the

land.

Demolition Code (Part 7)

Yes, under the Demolition Code complying development may be carried out on the land.

Fire Safety Code (Part 8)

Yes, under the Fire Safety Code complying development may be carried out on the land.

2. Is there a complying development code variation under clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* that applies to the land?

No, there are no complying development code variations that apply to the land.

SECTION 5 – Exempt Development

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

Outstanding Biodiversity Value

Yes, exempt development may be carried out on the land as it is not a declared area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.

Critical Habitat

Yes, exempt development may be carried out on the land as it is not a declared critical habitat under Part 7A of the Fisheries Management Act 1994.

Wilderness Area

Yes, exempt development may be carried out on the land as it is not a wilderness area, or part of a wilderness area within the meaning of the Wilderness Act 1987.

State Heritage

Yes, exempt development may be carried out on the land as it is not land that is, or on which there is, an item that is listed on the State Heritage Register, or that is subject to an interim heritage order under the Heritage Act 1977.

Land Excluded

Yes, exempt development may be carried out on the land as it is not land described or otherwise identified on a map as land that is excluded from the General Exempt Development Code.

Siding Spring Observatory

Yes, exempt development may be carried out on the land as it is not within 18 kilometres of the Siding Spring Observatory.

2. **Is there an exempt development code variation under clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* that applies to the land?**

   No, there are no exempt development code variations that apply to the land.

SECTION 6 – Affected building notices and building product rectification orders

Is Council aware that:

1. **An affected building notice is in force in relation to the land?**

   No

2. **A building product rectification order in force is in relation to the land that has not been fully complied with?**

   No

3. **A notice of intention to make a building product rectification order given in relation to the land that is outstanding?**

   No

SECTION 7 - Land reserved for acquisition

Is there an environmental planning instrument, or proposed environmental planning instrument referred to in Section 1 which makes provision in relation to the acquisition of the land by an authority of the State, as referred to in section 3.15 of the Environmental Planning and Assessment Act 1979?

No

SECTION 8 – Road widening and road realignment

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

(a) Division 2 of Part 3 of the Roads Act 1993; or
(b) Any environmental planning instrument; or
(c) Any resolution of the Council?

No

SECTION 9 – Flood related development controls

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

Unknown, Council has not undertaken a flood study in this location. Please refer to Council's Planning Controls webpage for more information on Flood Planning.

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

Unknown, Council has not undertaken a flood study in this location. Please refer to Council's Planning Controls webpage for more information on Flood Planning.

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

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

(i)	land slip	No
(ii)	bushfire	No
(iii)	tidal inundation	No
(iv)	subsidence	No
(v)	acid sulphate soils	Yes

The land is identified as being within Class 5 on the Acid Sulfate Soil Map under the Canada Bay LEP 2013. Works prohibited without Council approval (except as provided by subclause 4 of clause 6.1 of the Canada Bay LEP 2013) include:

- Works within 500 metres of adjacent Class 1, 2, 3 or 4 land that is below 5 metres Australian Height Datum by which the watertable is likely to be lowered below 1 metre Australian Height Datum on adjacent Class 1, 2, 3 or 4 land.

(vi) contamination Yes

Council has adopted by resolution a policy on contaminated land that applies to all land within the City of Canada Bay. This policy, and the application of provisions under relevant State legislation are to be implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Please note that this statement refers to whether or not Council has a policy regarding contamination and is not a statement on whether the property is affected by contamination or potential contamination. Please refer to Planning Certificate 10.7(2) – Additional Matters and Planning Certificate 10.7(5) for any contamination information that Council is aware of in relation to the land that is the subject of this certificate.

(vii)	aircraft noise	No
(viii)	salinity	No
(ix)	coastal hazards	No
(x)	sea level rise	No

(b) ***Whether or not any of the land is affected by a policy adopted by any other public authority and notified to the Council that the policy will be included in a planning certificate issued by the Council that restricts the development of the land because of the likelihood of:-***

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

SECTION 11 – Bush fire prone land

(a)	***All of the land is bush fire prone land.***	No
(b)	***Some of the land is bush fire prone land.***	No
(c)	***None of the land is bush fire prone land.***	Yes

SECTION 12 – Loose – fill asbestos insulation

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

No. Contact NSW Fair Trading for more information.

SECTION 13 – Mine subsidence

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

No

SECTION 14 – Paper subdivision information

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

   No

2. *Does a subdivision order apply to the land, and if so what is the date of the order?*

   No

SECTION 15 – Property vegetation plans

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

No

SECTION 16 – Biodiversity stewardship sites

Has Council been notified by the Biodiversity Conservation Trust that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016 (including biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be certified under Part 5 of the Biodiversity Conservation Act 2016)?

No

SECTION 17 - Biodiversity certified land

Is the land biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016 (including land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016)?

No

SECTION 18 – Orders under Trees (Disputes Between Neighbours) Act 2006

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

No

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

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

No

SECTION 20 – Western Sydney Aerotropolis

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

(a) ***In an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or***

No

(b) ***Shown on the Lighting Intensity and Wind Shear Map, or***

No

(c) ***Shown on the Obstacle Limitation Surface Map, or***

No

(d) ***In the "public safety area" on the Public Safety Area Map, or***

No

(e) ***In the "3 kilometre wildlife buffer zone" or the "13 kilometre wildlife buffer zone" on the Wildlife Buffer Zone Map.***

No

SECTION 21 – Development consent conditions for seniors housing

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

No

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

1. ***Is there a current site compatibility certificate (under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which Council is aware, in relation to proposed development on the land, and if there is a certificate, what is the period for which it is current?***

   No

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

   No

3. ***Are there any conditions of a development consent in relation to land that are a kind of referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1)?***

   No

SECTION 23 – Water or sewerage services

Has Council been notified that water or sewerage services are, or are to be, provided to the land under the Water Industry Competition Act 2006?

No

SECTION 24 – Special Entertainment Precincts

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

No

SECTION 25 – Interim Development in Future Infrastructure Corridors

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

No

ADDITIONAL MATTERS

In accordance with the requirements of clause 290(1) of the Environmental Planning and Assessment Regulation 2021, the following additional matters relate to the land at the date of this certificate.

Matters arising under the Contaminated Land Management Act 1997

At the date at when this certificate is issued, under section 59(2) of the Contaminated Land Management Act 1997, is:-

(a) ***The land (or part of the land) to which this certificate relates significantly contaminated land?***

No

(b) ***The land to which this certificate relates subject to a management order?***

No

(c) ***The land to which this certificate relates the subject of an approved voluntary management proposal?***

No

(d) ***The land to which this certificate relates subject to an ongoing maintenance order?***

No

(e) ***The land to which this certificate relates the subject of a site audit statement and a copy of such a statement has been provided to the Council?***

No

GENERAL INFORMATION

The absence of any reference to a matter affecting the land shall not imply that the land is not affected by that matter not referred to in this certificate.

Information provided under section 10.7(2) is in accordance with the matters prescribed under schedule 2 of the Environmental Planning and Assessment Regulation 2021 and is provided only to the extent that the Council has been notified by the relevant public authorities.

When advice in accordance with section 10.7(5) is requested the Council is under no obligation to furnish any advice. If advice is provided Council draws your attention to section 10.7(6) and schedule 6 of the Environmental Planning and Assessment Act 1979 which have the effect that Council shall not incur any liability in respect of advice provided in good faith pursuant to section 10.7(5), including the furnishing of advice in respect of contaminated land.

Any enquiries regarding State Environmental Planning Policies should be directed to the NSW Department of Planning and Environment at www.planning.nsw.gov.au

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

John Clark
General Manager

NSW GOVERNMENT | Revenue

Enquiry ID	4629379
Agent ID	81429403
Issue Date	21 Sep 2026
Correspondence ID	1841643032
Your reference	Sydney Wide Legal

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

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

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

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
D18646/14	8 ROBERT AVE RUSSELL LEA 2046	$2 263 333	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2026 tax year.

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

Yours sincerely,

Phil Minns

Chief Commissioner of State Revenue

Important information

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

When is a certificate clear from land tax?
A certificate may be issued as 'clear' if:
- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

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

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

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

To determine the land tax amount payable, you must use one of the following approved supporting documents:
- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

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

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

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

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

Contact details



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



1300 139 816*



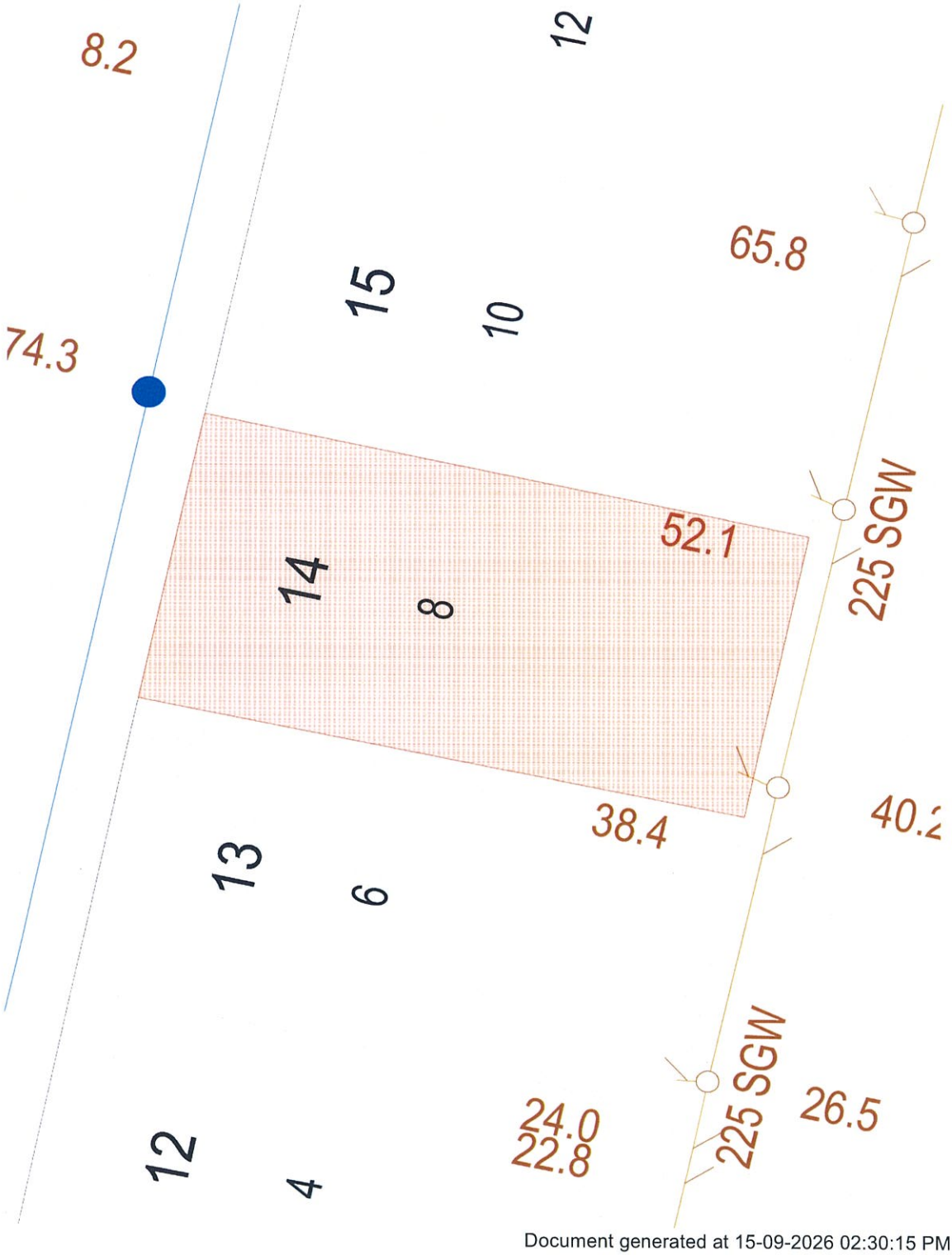
Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.

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

Sydney WATER

Service Location Print

Application Number: 8005546429



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

Asset Information

Legend

Sewer

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

Pressure Sewer

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

Vacuum Sewer

Pressure Sewer Main
Division Valve
Vacuum Chamber
Clean Out Point

Stormwater

Stormwater Pipe
Stormwater Channel
Stormwater Gully
Stormwater Maintenance Hole

Property Details

Boundary Line
Easement Line
House Number — 25, 6, 8
Lot Number — 26, 27, 10, 28, 12
Proposed Land
Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

WaterMain - Potable (with size type text) — 200 PVC
Disconnected Main - Potable
Proposed Main - Potable
Water Main - Recycled
Special Supply Conditions - Potable
Special Supply Conditions - Recycled
Restrained Joints - Potable
Restrained Joints - Recycled
Hydrant
Maintenance Hole
Stop Valve
Stop Vale with By-pass
Stop Valve with Tapers
Closed Stop Valve
Air Valve
Valve
Scour
Reducer / Taper
Vertical Bends
Reservoir
Recycled Water is shown as per Potable above. Colour as indicated

Private Mains

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

Disclaimer
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**.

Sydney WATER

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**.

Sydney WATER

Sewer Service Diagram

Application Number: 8005546428

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

Diagram No. 139519 **SEWER AVAILABLE**

Diagram of Sanitary Drainage 139519

Mr. S.B. Burnicle **Municipality of** Drummoyne

Notes :—

SYMBOLS AND ABBREVIATIONS.

⌑	Boundary Trap	■R.V.	Reflux Valve	I.P.	Induct Pipe	Bsn.	Basin
■	Pit	—○—	Cleaning Eye	M.F.	Mica Flap	Shr.	Shower
▤G.I.	Grease Interceptor	O Vert	Vertical Pipe	T.	Tubs	W I P	Wrought Iron Pipe
⊠	Gully	O V.P.	Vent Pipe	K.S.	Kitchen Sink	C I P	Cast Iron Pipe
◙ P.T.	P. Trap	O S V P	Soil Vent Pipe	W.C.	Water Closet	F.W.	Floor Waste
◙ R.S.	Reflux Sink	D C C	Down Cast Cowl	B.W.	Bath Waste		

EXISTING drainage shown by black lines. New drainage shown by full blue lines.

This diagram is the property of the Proprietor, and is to be returned to him on completion of the work.

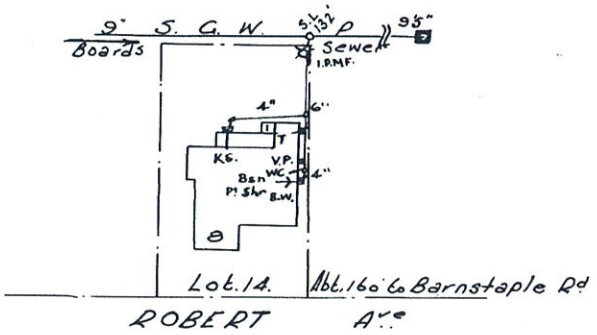
Certificates for drainage and sanitary plumbing may be obtained on application at the office of the Board by the Drainer or Plumber concerned.

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

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

Scale 40-ft. to 1-in.

The work will be tested from .....



S

SHEET No. 376

77/184

19.....

B.T.R.

for Engineer-in-Chief

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