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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**STONE REAL ESTATE WAHROONGA** **11 Railway Avenue, Wahroonga NSW 2076** **EMAIL:noelzammit@stonerealestate.com.au**	**MB: 0414 766 491** **REP: Noel Zammit**
co-agent		
vendor	**JOAN ELIZABETH GIACOMETTI**	
vendor's solicitor	**A.C. KNIBB KAINE & ASSOCIATES** **Suite 4, 9a Railway Avenue, Wahroonga NSW 2076** **PO Box 88 WAHROONGA 2076** **EMAIL: conveyancing@knibbkaine.com.au / judith@knibbkaine.com.au**	**PH: (02) 9489 7211** **REF: Judith P Kaine**
date for completion	Ten (10) weeks	after the contract date (clause 15)
land (address, plan details and title reference)	**1 NERANG STREET, WAHROONGA NSW 2076** **FOLIO IDENTIFIER 1830/629825 , BEING LOT 1830 IN DEPOSITED PLAN 629825**	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE ☐ garage ☒ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

inclusions	☒ air condition	☐ curtains	☒ insect screens	☒ range hood
	☒ blinds	☒ dishwasher	☐ internet/TV receiver	☐ solar panels
	☒ built-in wardrobes	☐ EV charger	☒ light fittings	☐ solar power battery
	☒ ceiling fan	☒ fixed floor coverings	☐ pool equipment	☒ stove
	☐ clothes line	☐ other:		

exclusions

purchaser

purchaser's solicitor

price $

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

balance $

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

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

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

buyer's agent

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

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SIGNING PAGE

VENDOR	PURCHASER
Signed by _____ Vendor _____ Vendor	**Signed** by _____ Purchaser _____ Purchaser

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

Manual transaction (clause 30) ☐ NO ☐ yes
(if yes, vendor must provide further details, including any applicable exception, in the space below):

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

Land tax is adjustable ☒ NO ☐ yes
GST: Taxable supply ☐ NO ☐ yes in full ☐ yes to an extent
Margin scheme will be used in making the taxable supply ☐ NO ☐ yes
This sale is not a taxable supply because (one or more of the following may apply) the sale is:

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*: $

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

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

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

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

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

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

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List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

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

Other

- ☐ 61

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

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SECTION 66W CERTIFICATE

I, _____

of _____

in the State of New South Wales, certify as follows:

(a) I am a solicitor/conveyancer currently admitted/licensed to practice in New South Wales;

(b) I am giving this certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property

at **1 NERANG STREET, WAHROONGA NSW 2076**

from **JOAN ELIZABETH GIACOMETTI**

(hereinafter called "the vendor(s)")

to _____

(hereinafter called "the purchaser(s)")

in order that there is no cooling off period in relation to that contract.

(c) I do not act for the vendor(s) and am not employed in the legal practice of a solicitor or conveyancer acting for the vendor(s), nor am I a member or employee of a firm of which a solicitor or conveyancer acting for the vendor(s) is a member or employee.

(d) I have explained to the purchaser(s):

(i) the effect of the contract for the purchase of that property;

(ii) the nature of this certificate; and

(iii) the effect of giving this certificate to the vendor(s) i.e. that there is no cooling off period in relation to the contract.

DATED THIS day of 202

.....

Solicitor/Conveyancer

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.

1 NERANG STREET, WAHGONGA NSW 2650

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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.

TERRACE STREET, WAHROONGA NSW 2076

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WARNINGS

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

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

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

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

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

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

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

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

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

8. The purchaser should arrange insurance as appropriate.

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

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

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

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

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

TERRANGI STREET, NARROMINE NSW 2078

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

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

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

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

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

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

2 Deposit and other payments before completion

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

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

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

2.4 The purchaser can pay any of the deposit by –

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

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

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

2.5 The vendor can *terminate* if –

2.5.1 any of the deposit is not paid on time;

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

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

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

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

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

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

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

3 Deposit-bond

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

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

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

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

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

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

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

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

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

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

4 Electronic transaction

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

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

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

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

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

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

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

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

the *party* entitled to them.

5 Requisitions

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

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

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

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

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

6 Error or misdescription

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

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

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

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

9 Purchaser's default

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

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

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

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

10 Restrictions on rights of purchaser

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

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

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

11 Compliance with work orders

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

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

12 Certificates and inspections

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

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

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

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

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13 Goods and services tax (GST)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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14 Adjustments

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

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

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

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

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

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

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

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

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

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

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

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

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

15 Date for completion

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

16 Completion

• Vendor

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

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

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

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

• Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

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

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

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

16.7 On completion the deposit belongs to the vendor.

17 Possession

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

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

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

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

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

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18 Possession before completion

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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

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

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

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23 Strata or community title
• Definitions and modifications
23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
23.2 In this contract –
23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
- a change from a development contract or management statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;
23.2.3 'contribution' includes an amount payable under a by-law;
23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s174 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
• Adjustments and liability for expenses
23.5 The *parties* must adjust under clause 14.1 –
23.5.1 a regular periodic contribution;
23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
23.6.2 the purchaser is liable for all contributions determined after the contract date.
23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
23.8.3 a past or future change in the scheme or a higher scheme.
23.9 However, the purchaser can *rescind* if –
23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
23.12 The vendor can complete and send the interest notice as agent for the purchaser.
23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

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

24 Tenancies

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

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

24.4.1 the vendor must allow or transfer –

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

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

24.4.3 the vendor must give to the purchaser –

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

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

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

25 Qualified title, limited title and old system title

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

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

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

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

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

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

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

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

25.5 An abstract of title –

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

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

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

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

25.6 In the case of land under old system title –

25.6.1 in this contract 'transfer' means conveyance;

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

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

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

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

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

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

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

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

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

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

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

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LEXISNEXIS PRACTICAL PROPERTY

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event, but does not apply to an event to which clause 28 applies.
29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party serves* notice of the condition.
29.7 If the *parties* can lawfully complete without the event happening –
29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and
29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision; or
- the end of the time for the event to happen.

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

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

30 Manual transaction

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

• Transfer

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

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

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

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

• Place for completion

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

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

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

• Payments on completion

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

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

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

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

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

31 Foreign Resident Capital Gains Withholding

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

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

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

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

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

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32 Residential off the plan contract

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

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

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

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

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

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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.

CONDITIONS OF SALE BY AUCTION

These conditions replace "Auction – Conditions of Sale" on page 2 of the printed 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 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 *Property, Stock and Business Agents Act 2002*:

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

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

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

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

FURTHER PROVISIONS OF THE CONTRACT

33. The printed form of contract is amended by deleting "5%" in clause 7.1.1 and replacing with "1%".

34. The purchaser acknowledges that they are purchasing the property in its present condition and state of repair and relies on their own inspection and enquiries and the purchaser accepts the property and any chattels and things included in this contract in their present condition and subject to fair wear and tear until completion.

35. The purchaser acknowledges that this contract and further conditions annexed hereto set out all the terms, conditions, warranties and arrangements between the parties and accepts this contract as the whole agreement between the parties subject to any variation agreed in correspondence between the solicitors or the parties.

36. Without in any way negativing, limiting or restricting any rights or remedies which would have been available to the parties at law or in equity had this clause not been included in this contract, should either party (or one of them if there be more than one vendor or purchaser) prior to completion:

    (a) Die or become mentally ill

    (b) being a company resolve to go into liquidation or have a petition for the winding up of either party presented or enter into any scheme of arrangement with its creditors or if any liquidator, receiver or official manager be appointed in respect of that party.

    THEN in any such event the other party may rescind this Agreement by notice in writing to the other upon the terms of Clause I9.

37. Notwithstanding any other provision in this agreement, the purchaser and the vendor acknowledge that;

    (a) Either party hereto may, upon the expiration of the time for completion specified on the front page of this contract, issue a Notice to Complete making the time for completion in accordance with such notice of the essence of this Agreement.

    (b) A period of fourteen (14) days following the date of the service of an such Notice to Complete shall be deemed to be a reasonable time for completion pursuant to any such Notice.

    (c) If a Notice to Complete is issued by a party, the other party shall pay the sum of $220.00 to cover legal costs and expenses incurred as a consequence of the

delay, as a genuine pre-estimate of additional expenses for the vendor's solicitor to issue a Notice to Complete. Such sum is to be allowed by the defaulting party as an adjustment on completion.

(d) The party serving a Notice to Complete may:

(a) At any time withdraw the Notice to Complete by further notice to the party in default: and

(b) At their option issue a further Notice to Complete.

38. Without prejudice to the rights, powers and remedies otherwise available to the vendor if due to the default of the purchaser, the balance of the purchase price shall not be paid by the purchaser to the vendor by the date for completion specified in this contract, the purchaser shall on completion pay to the vendor as liquidated damages and in addition to all other moneys payable hereunder an amount calculated at the rate of 8% per annum on the balance of the purchase price from that date until the date of actual completion.

39. The purchasers hereby consent to the stakeholder releasing the deposit herein to be used as a deposit on the vendors' substitute purchase in N.S.W. provided that such is held by an Agent or Solicitor in trust and is not to be further released until or after completion of this contract.

40. The purchaser warrants that he/she has not been introduced to the vendor or the property by any Real Estate Agent or commission agent so as to found any claim for commission against the vendor other than the agent shown on the front page of contract hereof (hereinafter referred to as the "selling agent"). The purchaser hereby indemnifies the vendor against liability for any commission and the costs incurred in defending the claim for commission made against the vendor by any agent other than the selling agent as a result of breach of the purchaser's warranty. The vendor warrants that he/she has not entered into any sole Agency agreement which would render him/her liable to pay agent's commission to any agents other than the selling agent. This clause shall not merge upon completion.

41. If the Purchaser of the property is a company the officers of the purchaser under this contract hereby covenant to:

(a) jointly and severally guarantee all obligations of the purchaser under this contract including payment of the purchase price;

(b) jointly and severally indemnify the vendor in respect of any default of the purchaser under this contract.

42. If the parties agree to a five per cent (5%) deposit then they do so on the following basis:

(a) Five per cent (5%) on or before the date of this contract or in accordance with Special Condition 43 whichever applies.

(b) Five per cent (5%) on the earlier of the completion date or on demand by the Vendor. The Vendor will only be entitled to make demand for payment of the balance of the deposit if the Purchasers default in their observance or performance of any essential obligation under this Contract. If the Purchasers fail to pay the balance of the deposit on demand by the Vendor, the Vendor may recover the balance of the deposit from the Purchasers as a debt due together with interest at the rate of eight percent (8%) per annum from the date of the demand until the date of payment in full of the balance of the deposit and interest. Further, the Vendor will immediately be entitled to terminate this Contract, in addition to any other remedy to which it may be entitled, if the balance of the deposit is not paid on demand.

The provisions of this special condition shall not merge upon completion, rescission or termination of this Contract.

43. Further Condition No:

DEPOSIT BY INSTALMENTS (Exchange under 5 business day cooling off)

Where the parties exchange contracts under a cooling off period, the purchaser will on the execution hereof pay to the Vendor's stakeholder the deposit as follows:

(a) 0.25% on or before the date of this Contract

AND

(b) the balance of the agreed deposit on or before 5:00pm on the 5th business day after the date of this Contract.

44. The Purchaser acknowledges that the only form of general requisitions on title that the Purchaser will raise pursuant to Provision 5 will be in the form of the Requisitions on Title annexed hereto.

45. The Purchaser warrants to the Vendor that either it does not require finance to complete this Contract or it has obtained finance on terms which are reasonable and satisfactory to it to enable it to complete this Contract. The Purchaser acknowledges that the Vendor relies on this warranty in entering into this Contract.

46. Electronic Exchange

(a) In this clause "party" means the Vendor and the Purchaser respectively.

(b) This contract may be executed in any number of counterparts and all the counterparts together shall make one contract.

(c) This contract may be validly created and exchanged by counterparts with one party's executed counterpart contract being sent electronically by email to the other party.

(d) Both parties consent to this method of exchange of contracts and agree that they intend to be bound by such electronic exchange of contracts, as required by Section 9 Electronic Transactions Act 2000 (NSW).

47. Error in Adjustments

Each party agrees that if on completion any adjustment made (or allowed to be made) under this Contract is overlooked or incorrectly calculated, then either party upon being requested by the other party must immediately make the correct calculation and pay any such amount outstanding. This clause shall apply not merge on completion.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
   (a) What are the nature and provisions of any tenancy or occupancy?
   (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
   (c) Please specify any existing breaches.
   (d) All rent should be paid up to or beyond the date of completion.
   (e) Please provide details of any bond together with the Rental Bond Board's reference number.
   (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
   (g) Has the vendor or the tenant of the premises taken any steps to seek any benefit or protection under any law enacted in response to the COVID-19 pandemic? If so, please provide details of the steps taken and of the progress or outcome of any negotiations or hearing.
   (h) Has there been any application for land tax relief or residential tenancy support payment? If so, please provide details.
4. Is the Property affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
   (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
   (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

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

Adjustments

10. All outgoings referred to in clause 14.1 and 23.5 to 23.7 (inclusive) of the Contract must be paid up to and including the date of completion.
11. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
    (a) to what year has a return been made?
    (b) what is the taxable value of the Property for land tax purposes for the current year?
12. If any land tax certificate or property tax status certificate under the *Property Tax (First Home Buyer Choice) Act 2022* (NSW) shows a charge for land tax or property tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

13. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
    (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
    (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
    (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
    (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the

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Environmental Planning and Assessment Act 1979 (NSW)) or an Occupation Certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

(e) In respect of any residential building work carried out in the last 7 years:
  (i) please identify the building work carried out;
  (ii) when was the building work completed?
  (iii) please state the builder's name and licence number;
  (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).

(f) Have any actions been taken, including the issuing of any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.

16.

(a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?

(b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property? If so please provide details and indicate if there are any proposals for amendment or revocation?

17. If a swimming pool is included in the sale:

(a) did its installation or construction commence before or after 1 August 1990?

(b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?

(c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;

(d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?

(e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;

(f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.

18.

(a) To whom do the boundary fences belong?

(b) Are there any party walls?

(c) If the answer to Requisition 18(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.

(d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?

(e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW)?

Affectations/Benefits

19.

(a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
  (i) whether there are any existing breaches by any party to it;
  (ii) whether there are any matters in dispute; and
  (iii) whether the licensor holds any deposit, bond or guarantee.

(b) In relation to such licence:
  (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
  (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

20. Is the vendor aware of:

(a) any road, drain, sewer or storm water channel which intersects or runs through the land?

(b) any dedication to or use by the public of any right of way or other easement over any part of the land?

(c) any latent defects in the Property?

21. Has the vendor any notice or knowledge that the Property is affected by the following:

(a) any resumption or acquisition or proposed resumption or acquisition?

(b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.

(c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?

(d) any sum due to any local or public authority? If so, it must be paid prior to completion.

(e) any realignment or proposed realignment of any road adjoining the Property?

(f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?

22. If the Property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?

23.

(a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?

(b) If so, do any of the connections for such services pass through any adjoining land?

(c) Do any service connections for any other property pass through the Property?

24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to prevent the enjoyment of any rights appurtenant to the Property?

Capacity

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

Requisitions and transfer

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 5 business days prior to completion.

27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.

28. If any document created for completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.

29. Searches, surveys and enquiries must prove satisfactory.

30. The purchaser reserves the right to make further requisitions prior to completion.

31. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Off the plan contract

32. If the Contract is an off the plan contract:

(a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.

(b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.

(c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.

(d) Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) in relation to the Property? If so, when was it made?

(e) The vendor should provide an occupation certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all buildings or structures on the Property.

LAND REGISTRY SERVICES

LegalStream Australia Pty Ltd
An Approved NSW LRS Information Broker
ABN: 80 002 801 498

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1830/629825

SEARCH DATE	TIME	EDITION NO	DATE
4/11/2026	8:36 AM	4	3/3/2026

LAND

LOT 1830 IN DEPOSITED PLAN 629825
AT WAHROONGA
LOCAL GOVERNMENT AREA KU-RING-GAI
PARISH OF GORDON COUNTY OF CUMBERLAND
TITLE DIAGRAM DP629825

FIRST SCHEDULE

JOAN ELIZABETH GIACOMETTI (ND AV912820)

SECOND SCHEDULE (6 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 DP224722 EASEMENT TO DRAIN WATER AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
3 DP224722 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
4 DP224722 RIGHT OF CARRIAGEWAY AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
5 K6231 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
6 K307270 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

knibb kaine PRINTED ON 4/11/2026

Search Date/Time: 04/11/2026 8:36AM

LEGALSTREAM AUSTRALIA - hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.
* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.

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PLAN FORM 1 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION — (3) *OFFICE USE ONLY

Council Clerk's Certificate

I hereby certify that —

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

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

have been complied with by the applicant in relation to the proposed SUBDIVISION (Insert "new road", "subdivision" or "consolidation" as the case may be)

Subdivision No. 82/17

Date 14.5.82

(Signature) Council Clerk

*This part of certificate is to be deleted where the said certificate is only for a consolidation of lots or the opening of a new road or where the land to be subdivided is wholly outside the area of operations of the Metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board.

Surveyor's Certificate

I, MICHAEL C. MASSAR

of 65 YORK ST SYDNEY N.S.W. 2000

a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan was completed on 14th October 1981

(Insert the day, month and year)

Signature: [signature]

Surveyor registered under Surveyors Act, 1929, as amended.

Delete one either (1) or (2). Insert date of survey.

PLAN

OF SUBDIVISION OF LOTS 183 & 184 — D.P. 224722.

Mun./Shire ~~City~~: KU-RING-GAI — Locality: WAHROONGA

Parish: GORDON — County: CUMBERLAND

Reduction Ratio 1: 800 — Lengths are in metres

D.P. 629825

Registered: 20-1-1983

C.A.: No 82/17 of 14-5-1982

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: KU-RING-GAI SH. 18

Last Plan: D.P. 224722

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

17th JUNE 1982 — for Commonwealth Trading Bank of Australia by its duly appointed Attorney under Power of Attorney No. 108224 Miscellaneous Register and noted at the Land Titles Office who declares that he has not received notice of revocation of the Power

THE NATIONAL BANK OF AUSTRALASIA LIMITED by its Attorney CECIL CLIVE [illegible] and its duly Attorney JOHN [illegible] who declare that they have not received notice of revocation of the Power of Attorney dated 4th January 1978 registered No. 266 Miscellaneous Register by virtue of which I now execute this document

EXECUTED at Sydney this 26th day of November

P.K. SMITH

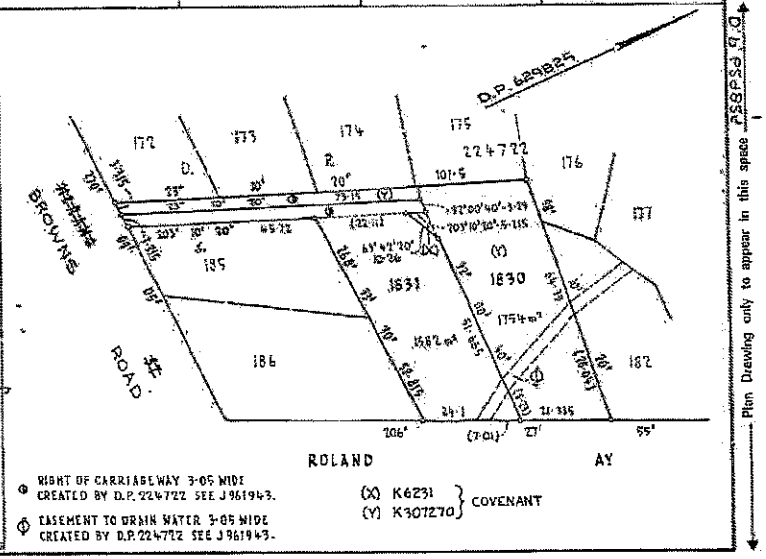
J.W. [illegible]

[illegible]

A.M. Gardiner J.P.

PLAN AMENDED IN LTO [illegible]

[illegible] Table of mms [illegible]



Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

M.P.D — SURVEYOR'S REFERENCE S 985

Plan Drawing only to appear in this space

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

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

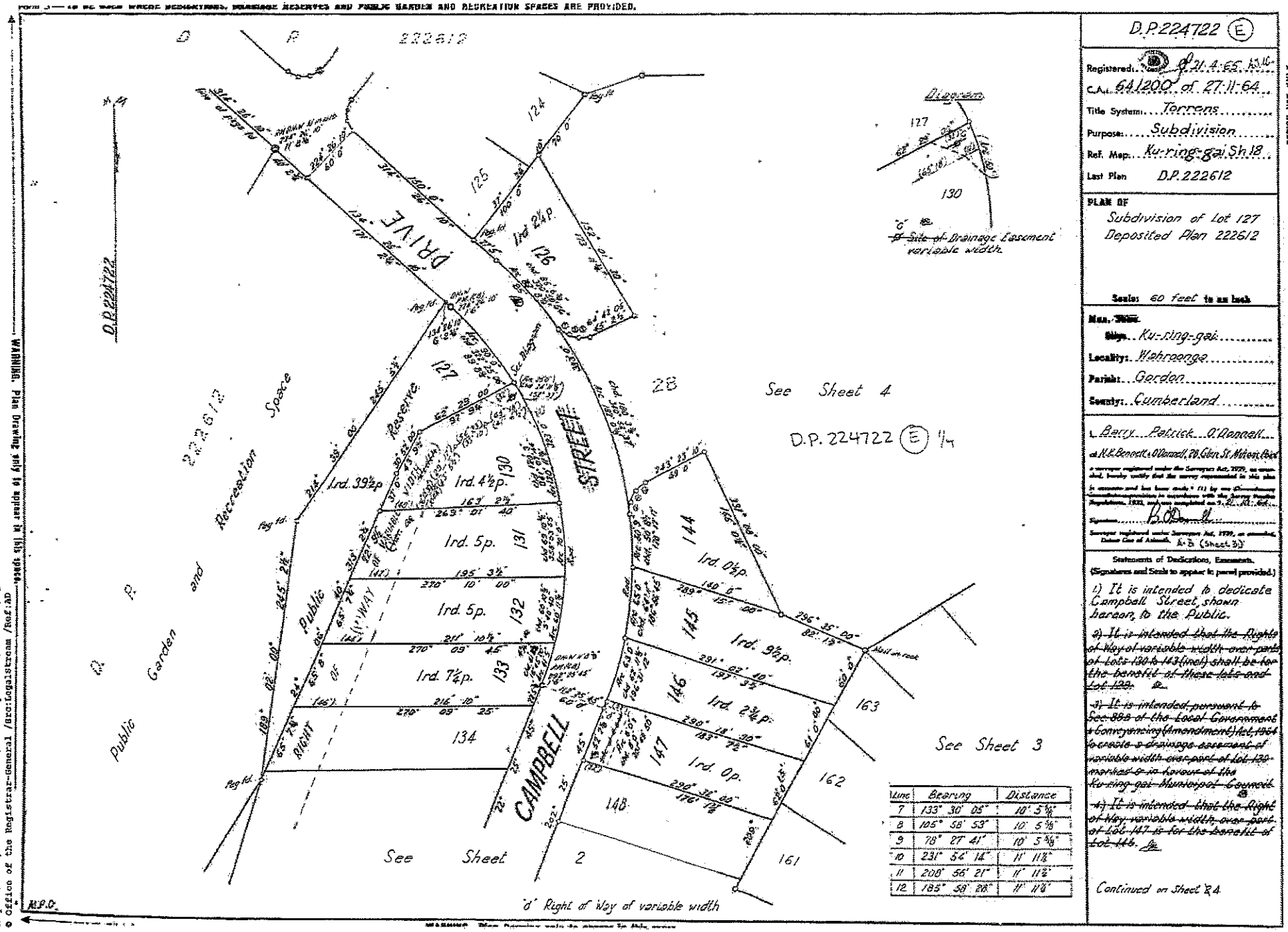
This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 18th October, 1988

Req:R079504 /Doc:DP 0629825 P /Rev:05-Jan-1993 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 08:51 /Seq:1 of 1
© Office of the Registrar-General /Src:Legalstream /Ref:AD

Req:R079503 /Doc:DP 0224722 P /Rev:09-Apr-1996 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 00:51 /Seq:1 of 6
© Office of the Registrar-General /Src:Logalstream /Ref:AD

WARNING: Plan Drawing may be minor in this space.

FORM 3 — TO BE USED WHERE RESIDENTIAL, DRAINAGE RESERVES AND PUBLIC GARDEN AND RECREATION SPACES ARE PROVIDED.



Line	Bearing	Distance
7	133° 30' 05"	10' 5⅝"
8	105° 58' 53"	10' 5⅝"
9	78° 27' 41"	10' 5⅝"
10	231° 54' 14"	11' 11⅞"
11	208° 56' 21"	11' 11⅞"
12	185° 58' 28"	11' 11⅞"

D.P.224722 (E)

Registered: 9.21.4.65

C.A.: 64200 of 27.11.64

Title System: Torrens

Purpose: Subdivision

Ref. Map: Ku-ring-gai Sh 18

Last Plan: D.P.222612

PLAN OF

Subdivision of Lot 127 Deposited Plan 222612

Scale: 60 feet to an inch

Mun. ~~Shire~~

Shire: Ku-ring-gai

Locality: Wahroonga

Parish: Gordon

County: Cumberland

I, Barry Patrick O'Donnell of N.E. Bennett & O'Donnell, 99 Glen St. Milson's Point a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate and has been made * (1) by me * (2) by me or under my supervision in accordance with the Survey Practice Regulations, 1933, and was completed on 7.2.64.

Signature: B O'Donnell

Surveyor registered under Surveyors Act, 1929, as amended, Date of Approval: 2-5-65 (Sheet 3)

Statements of Dedications, Easements, (Signatures and Seals to appear in panel provided.)

1) It is intended to dedicate Campbell Street, shown hereon, to the Public.

~~2) It is intended that the Right of Way of variable width over part of Lots 130 to 143 (incl) shall be for the benefit of these lots and Lot 129.~~

~~3) It is intended, pursuant to Sec. 88B of the Local Government & Conveyancing (Amendment) Act, 1964 to create a drainage easement of variable width over part of Lot 130 marked 'd' in favour of the Ku-ring-gai Municipal Council.~~

~~4) It is intended that the Right of Way variable width over part of Lot 147 is for the benefit of Lot 146.~~

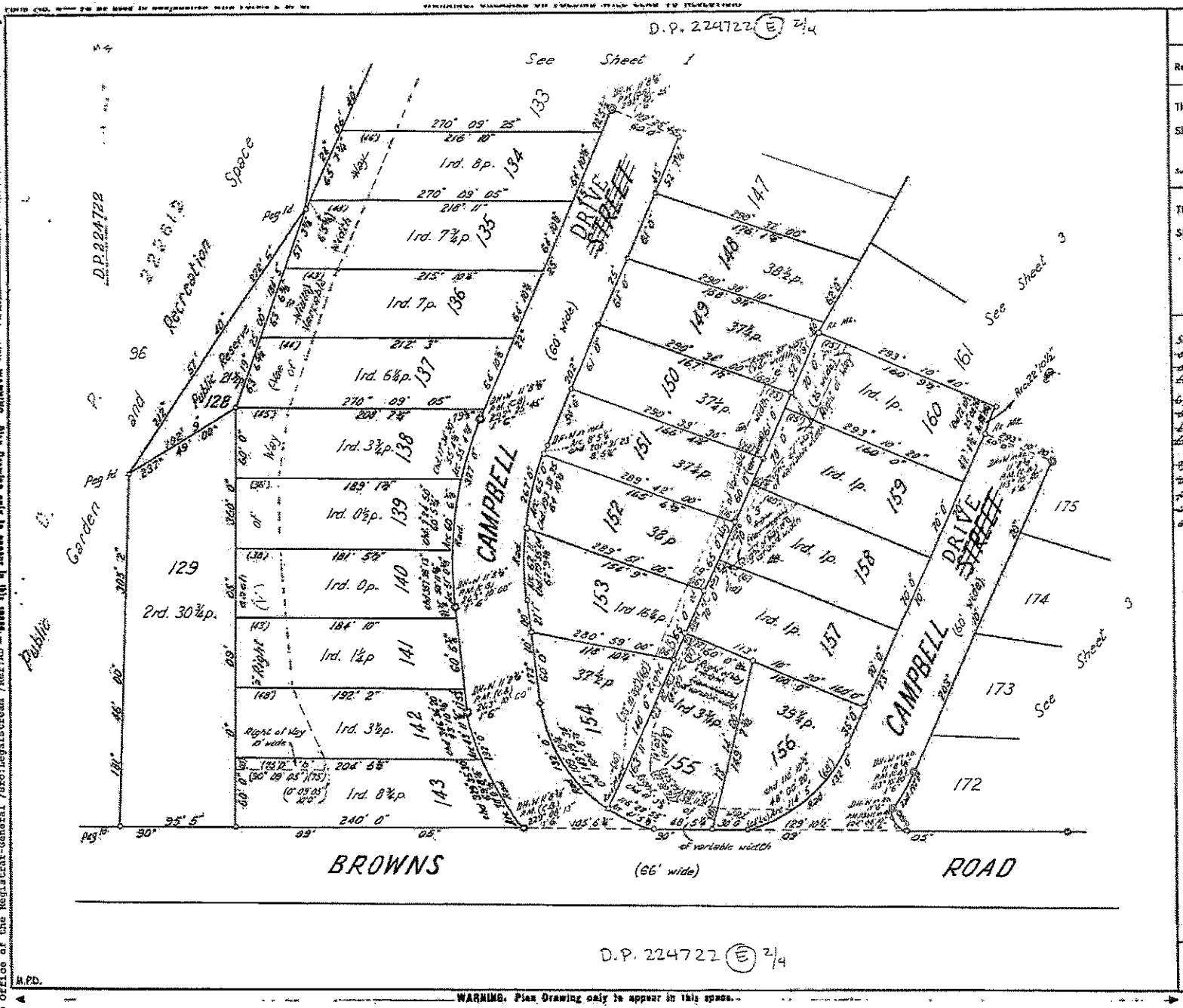
Continued on Sheet 2 & 4

OFFICE USE ONLY.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

Req:R079583 /Doc:DP 0224722 P /Rev:09-Apr-1996 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 08:51 /Seq:2 of 6
© Office of the Registrar-General /Src:LegalStream /Ref:AD — Plan Drawing only to appear in this space

D.P. 224722 (E) 2/4



D.P. 224722 (E) 2/4

WARNING. Plan Drawing only to appear in this space.

D.P. 224722 (E)

Registered: 21.4.65

This is Sheet 2 of my plan in 4 Sheets dated 21st October, 1964

B. O'Brien

Surveyor registered under Surveyors Act, 1929, as amended

This is Sheet 4 of the plan of 4

Sheets covered by my Certificate No. 64/200 of 27.11.64

Council Clerk.

~~a) It is intended that the Right of Way variable width over part of Lot 149 is for the benefit of Lot 150.~~

~~b) It is intended that the Right of Way 3½ wide over part of Lot 150 is for the benefit of Lots 149 and 151.~~

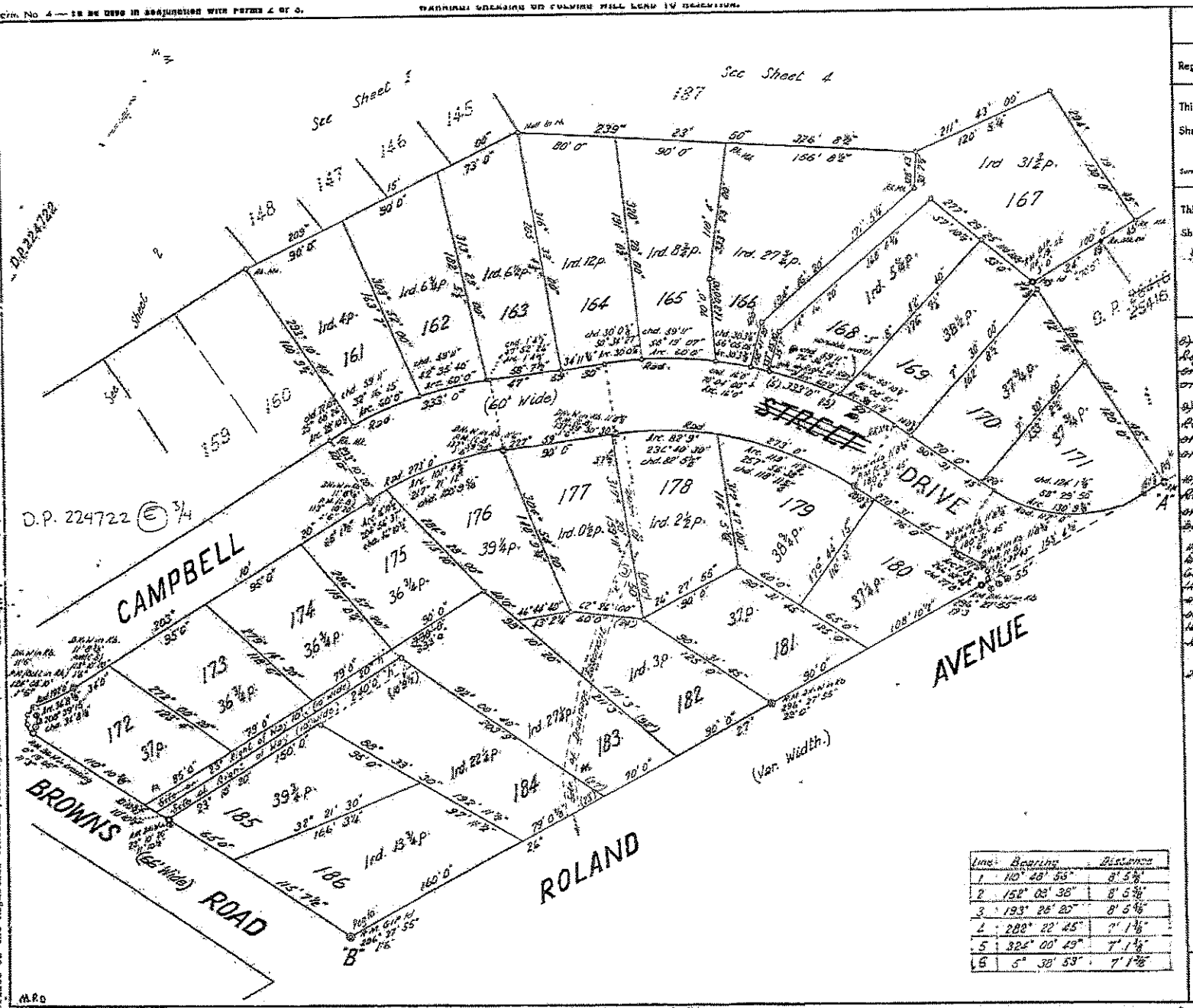
~~c) It is intended that the Right of Way of variable width over parts of Lots 150 & 160 inclusive are for the benefit of those lots and Lot 149.~~

~~Continued on Sheet 3.~~

amended notes on sheet 4

Scale: 60 feet to an inch

Form No 4 — to be used in conjunction with Forms 2 or 3. WARNING: EROSION OR SILTING WILL LEAD TO DEGRADATION.



Line	Bearing	Distance
1	110° 48' 55"	8' 5⅝"
2	152° 03' 38"	8' 5⅝"
3	193° 26' 20"	8' 5⅝"
4	288° 22' 45"	7' 1⅛"
5	324° 00' 49"	7' 1⅛"
6	5° 38' 59"	7' 1⅛"

D.P.224722 (2)

Registered... 21-4-65

This is Sheet...3... of my plan in...4...

Sheets dated 21st October, 1964

B. O'Donnell

Surveyor registered under Surveyors Act, 1929, as amended.

This is Sheet...3... of the plan of...4...

Sheets covered by my Certificate No.....

64/2.00 ...of 27:11:64...

Council Clerk.

a) It is intended that the Right of Way 10' wide over part of Lot 183 is for the benefit of Lot 184. BK

b) It is intended that the Right of Way 10' wide over part of Lot 184 is for the benefit of Lot 183. BK

c) It is intended that the Right of Way variable width over part of Lot 168 is for the benefit of Lot 169 to

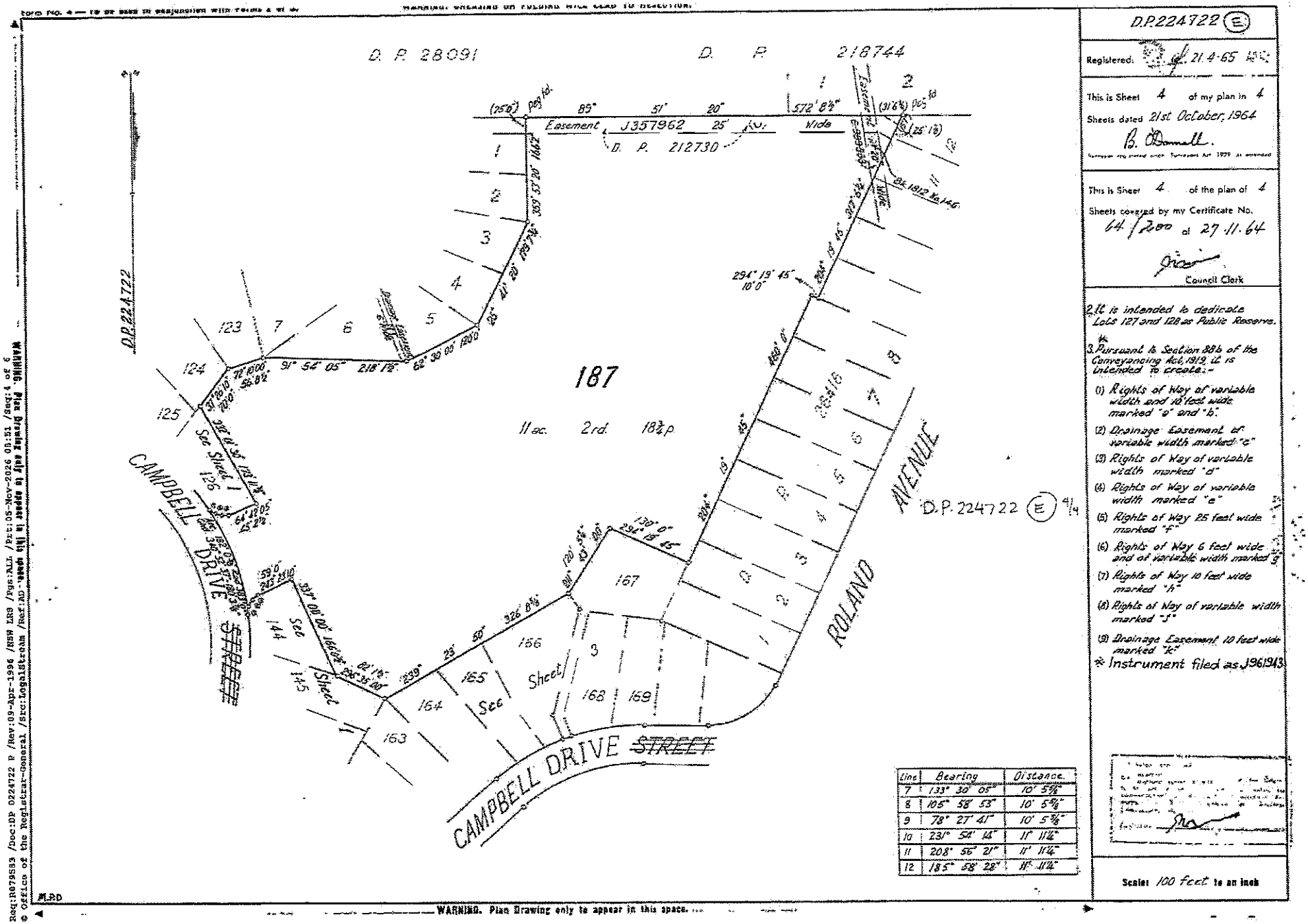
d) It is intended pursuant to Section 88B of the Local Government (Amendment) Act, 1961 to create a drainage easement 6' wide over parts of Lots 177, 178, 182 183 and 184 in favour of the Kuring-gai Municipal Council BK.

Amended notes on sheet 4.

Scale: 60 feet to an inch

WARNING: Plan Drawing only to appear in this space.

Req:R079563 /Doc:DP 0224722 P /Rev:09-Apr-1996 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 08:51 /Seq:3 of 6
© Office of the Registrar-General /Src:RegalStream /Ref:ADMIN



D.P.224722 (E)

Registered: 21.4.65

This is Sheet 4 of my plan in 4 Sheets dated 21st October, 1964

B. Donnell.

Surveyor duly licensed under Surveyors Act 1929 as amended

This is Sheet 4 of the plan of 4 Sheets covered by my Certificate No. 64/280 of 27.11.64

Council Clerk

2. It is intended to dedicate Lots 127 and 128 as Public Reserve.

3. Pursuant to Section 88b of the Conveyancing Act, 1919, it is intended to create:-

(1) Rights of Way of variable width and 18 feet wide marked "a" and "b".

(2) Drainage Easement of variable width marked "c"

(3) Rights of Way of variable width marked "d"

(4) Rights of Way of variable width marked "e"

(5) Rights of Way 25 feet wide marked "f"

(6) Rights of Way 6 feet wide and of variable width marked "g"

(7) Rights of Way 10 feet wide marked "h"

(8) Rights of Way of variable width marked "j"

(9) Drainage Easement 10 feet wide marked "k"

* Instrument filed as J961943

Scale: 100 feet to an inch

WARNING. Plan Drawing only to appear in this space.

MLPD

Req:B679553 /Doc:DP 0224722 P /Rev:09-Apr-1996 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 08:51 /Seq:4 of 6
© Office of the Registrar-General /Src:InfoTrack /Ref:MD-'WARNING. Plan Drawing only to appear in this space.

D.P.224722 (E)

Registered: 21-4-65 11 H.

C.A. 64/200 of 27:11:64

Title System: Torrens

Purpose: Subdivision

Ref. Maps: Ku-ring-gai Sh 18

Last Plan: D.P.222612

PLAN OF
Subdivision of lot 127
Deposited Plan 222612

Scales: 60 feet to an inch

Name: [illegible]

Bldg.: Ku-ring-gai

Locality: Wahroonga

Parish: Gordon

County: Cumberland

Barry Patrick O'Donnell
of Nos. [illegible] Phillip St. Milson's Point
a surveyor registered under the Surveyors Act, 1929, as amended by subsequent Acts, hereby certify that the survey represented in this plan is accurate and that those marks * (1) [illegible] were placed in accordance with the Surveyors Regulations, 1933, and completed on 2.12.64.

Signature: B O'Donnell

Surveyor registered under Surveyors Act, 1929, as amended by subsequent Acts at Sydney. A-5 (Sheet 5)

* Statements of Dedications, Easements, (Signatures and Seals to appear on parcel provided.)

1) It is intended to dedicate Campbell Street, shown hereon, to the Public.

~~2) It is intended that the Right Way of variable width over parts Lots 130 to 133 (inc) shall be for benefit of these lots and Lot 122.~~

~~3) It is intended pursuant to s.888 of the Local Government (Amendment) Act, 1964 create a drainage easement of variable width over part of Lot 132 vested in favour of the Ku-ring-gai Municipal Council.~~

~~4) It is intended that the Right Way variable width over part Lot 147 is for the benefit of Lot 146.~~

(continued on Sheet 2)

Notice not either (1) or (2). † Insert date of survey.

OFFICE USE ONLY.

WARNING: ERASURE OR ALTERING WILL LEAD TO REJECTION.

SIGNATURES AND SEALS ONLY.

[signature]

[signature]

I hereby certify that the requirements of the Local Government Act, 1919 (other than the requirements for exploration of plans) have been complied with by the applicant in relation to the proposed subdivision and were complied with on that date.

Subdivision No. 64/200 dated 27.11.64

Council Clerk [signature]

Approved by Council.

The Common Seal of The Council of the [illegible] was hereto affixed in the presence of [illegible] pursuant to a resolution of Council passed the [illegible]

Council Clerk [illegible]

Mayor/President [illegible]

REF. 2360/5.

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 224722 SH 1/4

FEET	INCHES	METRES
-	11	0.279
1	6	0.457
5	-	1.524
6	2 3/4	1.899
7	-	2.134
8	-	2.438
10	4 5/8	3.165
10	5 5/8	3.191
11	-	3.353
11	8 3/8	3.586
11	11 1/4	3.639
20	11 1/4	6.382
22	-	6.706
22	5 3/4	6.852
24	11 5/8	7.610
24	11 7/8	7.617
25	-	7.620
27	5	8.357
32	-	9.754
33	10	10.312
37	-	11.278
40	-	12.192
40	2 3/4	12.262
41	4 3/4	12.617
41	5	12.624
41	5 1/2	12.662
42	-	12.802
43	5 1/2	13.246
43	9 1/2	13.346
44	-	13.411
45	2 1/2	13.730
46	-	14.021
50	-	15.240
50	8 1/2	15.456
50	9	15.469
52	7 1/8	16.031
57	-	17.983
60	-	18.288
60	10 1/8	18.545
60	10 1/4	18.548
60	11 1/8	18.571
61	-	18.593
62	-	18.898
62	11 1/8	19.186
63	-	19.202
65	-	19.812
65	7 3/4	20.009
65	8	20.015
65	11	20.091
69	10 3/8	21.295
70	-	21.336
72	9 1/2	22.187
82	1 1/2	25.032
85	-	25.908
85	6 3/4	26.079
85	8 3/4	26.130
89	8 1/2	27.343
90	-	27.432
97	9 1/4	29.801
100	-	30.480
120	3	36.652
120	11 1/2	36.868
140	-	42.672
150	-	45.720
153	2 1/2	46.736
156	0 1/2	50.610
171	2 1/4	52.178
173	11 3/4	53.029
174	1 1/8	53.073
176	1 7/8	53.692
180	3 7/8	54.962
182	0 3/8	55.483
183	7 1/2	55.969
195	3 1/2	59.525
197	3 1/2	60.135
211	10 1/2	64.580
216	10	66.091

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 224722 SH 1/4 CONTD

FEET	INCHES	METRES
245	2 1/2	74.740
245	5 1/2	74.816
290	-	88.392
313	2 3/4	95.472
323	-	98.450
383	-	116.738

AC	RD	P	SQ M
-	1	-	1012
-	1	1/2	1024
-	1	2 1/4	1069
-	1	2 3/4	1081
-	1	4 1/2	1126
-	1	5	1136
-	1	7 1/4	1196
-	1	9 1/2	1252
-	1	59 1/2	2811

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 224722 SH 2/4

FEET	INCHES	METRES
-	10 1/8	0.257
1	6	0.457
1	7 1/4	0.489
4	9 5/8	1.464
5	7 3/4	1.721
6	-	1.829
6	4 3/8	1.940
6	5 3/8	1.955
7	8 3/8	2.346
7	9 3/8	2.372
8	-	2.438
8	2 3/8	2.493
8	5 1/4	2.572
10	-	3.048
11	6	3.505
11	8 3/8	3.566
11	8 3/4	3.573
16	-	4.877
16	10 3/8	5.140
17	5 3/4	5.328
19	-	5.791
22	-	6.706
22	4 3/8	6.817
22	5 3/8	6.842
22	10 1/2	6.972
23	-	7.010
25	-	7.620
27	1	8.255
27	10 1/2	8.496
30	-	9.144
31	-	9.449
35	-	10.668
36	-	10.975
38	-	11.582
39	11 3/4	12.186
40	-	12.192
41	0 1/8	12.576
41	3 7/8	12.595
41	4 5/8	12.614
41	5 7/8	12.646
42	4 3/4	12.922
43	-	13.106
43	10 3/8	13.370
43	11	13.386
43	11 5/8	13.402
44	-	13.411
45	-	13.716
46	-	14.021
47	1 1/2	14.364
48	-	14.630
48	5 1/4	14.764
50	11 5/8	15.355
51	0 3/8	15.554
52	7 1/8	16.031
52	7 7/8	16.050
52	11	16.129
54	-	16.459
55	4 1/8	16.809
55	4 5/8	16.821
55	4 7/8	16.828
57	3 7/8	17.472
60	-	18.288
60	4 3/8	18.379
60	5 3/8	18.405
60	5 3/4	18.434
60	6 5/8	18.456
60	6 7/8	18.463
61	-	18.593
62	-	18.898
62	8 3/8	19.110
62	9 3/8	19.136
62	11	19.177
63	6 5/8	19.371
64	10 1/8	19.764
64	10 1/4	19.768
65	-	19.812
65	7 3/4	20.009

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 224722 SH 2/4 CONTD

FEET	INCHES	METRES
66	-	20.117
68	-	20.726
69	8 1/8	21.258
70	-	21.336
70	8 7/8	21.558
75	-	22.860
82	-	24.994
95	5	29.083
100	-	30.480
102	9	31.318
105	6 5/4	32.175
106	5 1/2	32.325
109	10 1/4	33.484
110	10 1/2	33.795
114	5	34.874
118	10 1/4	36.227
122	10 1/2	37.586
132	-	40.254
140	-	42.672
149	7 3/8	45.603
154	9	47.168
159	-	48.768
160	9 1/2	49.009
163	11	49.962
165	6 1/8	50.448
165	6 3/8	50.454
165	9 1/4	50.705
167	1 1/2	50.940
168	9 1/4	51.441
176	1 7/8	53.692
181	5 1/2	55.309
184	5	56.210
184	5 1/2	56.223
184	10	56.337
189	1 1/2	57.645
192	-	58.522
192	2	58.572
204	6 3/8	62.351
206	7 3/4	63.595
212	5	64.694
215	10 1/4	65.792
216	10	66.091
218	11	66.726
240	-	73.152
257	-	81.382
272	6	83.058
305	2	93.015
327	-	99.670
360	-	109.728

AC	RD	P	SQ M
-	-	21 1/2	543.6
-	-	37 1/4	942.2
-	-	37 1/2	948.5
-	-	38	961.1
-	-	38 1/2	973.8
-	-	39 1/4	992.7
-	1	-	1012
-	1	1/2	1024
-	1	1	1037
-	1	1 1/4	1043
-	1	3 1/2	1100
-	1	3 3/4	1107
-	1	5 1/4	1170
-	1	7	1189
-	1	7 3/4	1208
-	1	8	1214
-	1	8 3/4	1233
-	1	16 1/4	1425
-	2	30 3/4	2801

Req:R079533 /Doc:DP 0224722 P /Rcv:08:Apr:1996 /Sch:Legislation /Prt:AD /Pgs:ALL /Prt:05-Nov-2026 08:51 /Seq:5 of 6
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CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 224722 SH 3/4

FEET	INCHES	METRES
-	0 1/4	0.006
-	7 3/8	0.187
1	4 1/2	0.419
1	6	0.457
2	9	0.838
3	-	0.914
3	7 3/8	1.102
5	11	1.803
6	-	1.829
7	1 3/8	2.169
7	4 3/8	2.245
7	4 5/8	2.251
8	4 5/8	2.556
8	5 5/8	2.581
9	6	2.896
10	-	3.048
10	5 1/2	3.289
10	10 1/2	3.315
11	3	3.429
11	6	3.505
11	8 5/8	3.566
11	8 7/8	3.578
11	10 1/2	3.620
12	-	3.658
14	0 7/8	4.289
15	-	4.572
16	-	4.877
16	10 1/2	5.194
19	3	5.867
19	11 5/8	6.086
19	11 7/8	6.093
20	0 7/8	6.118
22	-	6.706
22	10 1/2	6.972
23	-	7.010
24	-	7.315
27	-	8.230
27	8	8.435
27	8 3/8	8.442
28	10 1/2	8.801
30	0 1/8	9.147
30	0 1/4	9.150
30	0 1/4	9.201
30	0 1/8	9.223
30	0 1/4	9.227
30	0 3/8	9.230
34	-	10.363
34	11 3/4	10.662
35	7	10.846
36	8 1/8	11.179
36	8 7/8	11.198
40	-	12.192
43	2 1/4	13.164
50	-	15.240
50	10 1/4	15.500
50	11 1/8	15.523
53	-	16.154
57	10 1/2	17.640
58	7 1/2	17.869
59	11	18.263
60	-	18.288
65	-	19.812
68	1 1/2	20.755
70	-	21.336
72	7 1/8	22.127
73	-	22.250
76	-	23.165
79	-	24.079
79	0 7/8	24.101
80	-	24.384
82	5 1/8	25.124
82	9	25.222
85	-	25.908
90	-	27.432
92	-	28.042
93	-	28.956
97	11 1/2	29.858

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 224722 SH 3/4 CONTD

FEET	INCHES	METRES
98	-	29.870
100	-	30.480
100	9 5/8	30.724
100	9 7/8	30.731
101	4 5/8	30.902
108	10 1/2	33.185
110	-	33.528
110	10 3/8	33.792
110	10 1/2	33.795
114	4 5/8	34.855
114	5 5/8	34.890
115	7 1/2	35.243
115	8 1/4	35.262
115	10	35.306
117	-	35.662
117	9	35.890
118	4	36.068
118	6	36.119
118	11 5/8	36.262
119	11 1/8	35.554
120	-	36.576
120	5 1/4	36.709
123	4	37.592
124	1 3/8	37.830
125	-	38.100
130	-	39.624
130	9 7/8	39.875
133	2 1/2	40.602
148	9 3/4	45.358
150	-	45.720
153	4 5/8	46.746
156	8 1/2	47.765
159	11	48.743
160	-	48.768
160	9 1/2	49.009
162	8 1/2	49.594
163	7	49.860
166	3 1/4	50.679
168	4 3/4	51.327
171	3	52.197
171	5 1/4	52.254
176	7 1/4	53.829
177	-	53.950
182	5 1/2	55.613
191	8 1/2	58.230
192	-	58.522
192	11 1/2	58.814
205	9	62.103
205	4 3/4	62.605
211	3	64.389
240	-	73.152
273	-	83.210
302	7	92.227
326	8 1/2	99.581
333	-	101.498
363	-	110.642
833	-	253.898

AC	RD	P	SQ M
-	-	36 3/4	929.5
-	-	37	935.5
-	-	37 1/4	942.2
-	-	37 3/4	954.8
-	-	38 1/2	973.8
-	-	39 3/4	980.1
-	-	39 1/4	992.7
-	-	39 3/4	1005
-	1	1/2	1824
-	1	2 1/2	1075
-	1	3	1085
-	1	4	1113
-	1	5 1/4	1154
-	1	6 1/2	1176
-	1	6 3/4	1182
-	1	8 3/4	1233
-	1	12	1315

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 224722 SH 3/4 CONTD

AC	RD	P	SQ M
-	1	13 3/4	1359
-	1	22 1/4	1574
-	1	27 1/4	1701
-	1	27 3/4	1714
-	1	31 3/4	1815

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 224722 SH 3/4

FEET	INCHES	METRES
6	-	1.829
10	-	3.048
10	4 5/8	3.165
10	5 5/8	3.191
11	11 1/4	3.619
15	10 1/2	4.839
20	-	6.096
25	-	7.620
25	1 1/8	7.649
31	0 3/4	9.620
45	2 1/2	13.780
56	8 1/2	17.285
59	-	17.983
70	-	21.336
82	1 1/2	25.032
120	-	36.576
120	5 1/4	36.709
130	-	39.624
166	0 1/2	50.610
166	2	50.648
175	11 3/4	53.429
179	7 3/4	54.756
180	3 7/8	54.962
180	7 3/8	55.081
182	0 3/8	55.482
216	1 1/2	56.985
217	6 1/4	96.780
326	8 5/8	99.584
326	8 7/8	99.590
383	-	116.738
469	-	142.208
572	8 1/2	174.562

AC	RD	P	HA
11	3	18 3/4	4.7
11	2	18.75	4.7

J961943 Roll No. J2405 (1)

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

Part 1

Plan: DP224722

Subdivision of part of the land in Certificate of Title Volume 6400 Folio 131 covered by Council Clerk's Certificate No. 64/200.

Full names & addresses of proprietors of the land:

John Russell Ernest Brown of 9 Arterial Road Killara, Builder and Charles Cyrus Pollock of C/- E. Brown Pty. Limited "Deer Valley", Bremna Road, Turramurra, Retired.

1. Identity of easement or restriction firstly referred to in the abovementioned plan

Right of Carriage Way variable width and 10' wide marked "a" and "b"

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened	Lots, name of road or Authority benefitted
130	Lot 129, Lots 131 to 145 inclusive
131	Lot 129, Lot 130, 132 to 145 inclusive
132	Lots 129,130,131,133 to 145 inclusive
133	Lots 129,130,131,132, 134 to 145 inclusive
134	Lots 129,130,131,132,133, 135 to 145 inclusive
135	Lots 129,130,131,132,133,134, 136 to 145 inclusive
136	Lots 129 to 135 inclusive and Lots 137 to 145 inclusive
137	Lots 129 to 136 inclusive and Lots 138 to 145 inclusive
138	Lots 129 to 137 inclusive and Lots 139 to 145 inclusive
139	Lots 129 to 138 inclusive and Lots 140 to 145 inclusive
140	Lots 129 to 139 inclusive and Lots 141,142,143.
141	Lots 129 to 140 inclusive and Lots 142 and 143.
142	Lots 129 to 141 inclusive and Lot 143.
143	Lots 129 to 142 inclusive.

2. Identity of easement or restriction secondly referred to in the abovementioned plan.

Drainage easement variable width marked "c"

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened	Lots, name of road or Authority benefitted
130	Kuring-gai Municipal Council

3. Identity of easement or restriction thirdly referred to in the abovementioned plan

Right of Way variable width marked "d"

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened	Lots, name of road or Authority benefitted
147	146

SIGNED in my presence by the said JOHN RUSSELL ERNEST BROWN and CHARLES CYRUS POLLOCK who are personally known to me.

Proprietors.

(2)

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

Sheet 4

Plan: DP224722 Plan of Subdivision covered by Council Clerk's Certificate No. 64/200

Terms of easement or restriction sixthly referred to in the abovementioned plan.

Right of Carriage Way within the meaning of part I of Schedule VIII of the Conveyancing Act 1919 (as amended)

Terms of easement or restriction seventhly referred to in the abovementioned plan.

Right of Carriage Way within the meaning of part I of Schedule VIII of the Conveyancing Act 1919 (as amended)

Terms of easement or restriction eighthly referred to in the abovementioned plan.

Right of Carriage Way within the meaning of part I of Schedule VIII of the Conveyancing Act 1919 (as amended)

Terms of easement or restriction ninthly referred to in the abovementioned plan.

Easement to drain water within the meaning of part III of Schedule IV A of the Local Government & Conveyancing (Amendment) Act, 1964.

SIGNED in my presence by the said JOHN RUSSELL ERNEST BROWN and CHARLES CYRUS POLLOCK who are personally known to me.

Proprietors.

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

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

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 5th July, 1989

Reg:R079582 /Doc:DP 0224722 B /Rev:09-Apr-1936 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 08:51 /Seq:1 of 2
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88 OF THE CONVEYANCING ACT, 1919

Sheet 3.

Plan: DP224722 — Plan of Subdivision covered by Council Clerk's Certificate No. 64/200.

8. Identity of easement or restriction eighthly referred to in the abovementioned plan — Right of Way variable width marked "j"

SCHEDULE OF LOTS ETC. BENEFITED

Lots Burdened	Lots, name of road or Authority benefitted
168	169

9. Identity of easement or restriction ninthly referred to in the abovementioned plan — Drainage easement 10' wide marked "k"

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened	Lots, name of road or Authority benefitted
177	Murray-Gai Municipal Council
178	Murray-Gai Municipal Council
182	Murray-Gai Municipal Council
185	Murray-Gai Municipal Council
184	Murray-Gai Municipal Council

Part 2

Terms of easement or restriction firstly referred to in the abovementioned plan.

Right of Carriage Way within the meaning of part I of Schedule VIII of the Conveyancing Act 1919 (as amended)

Terms of easement or restriction secondly referred to in the abovementioned plan.

Easement to drain water within the meaning of part III of Schedule IV A of the Local Government & Conveyancing (Amendment) Act, 1960.

Terms of easement or restriction thirdly referred to in the abovementioned plan.

Right of Carriage Way within the meaning of part I of Schedule VIII of the Conveyancing Act 1919 (as amended)

Terms of easement or restriction fourthly referred to in the abovementioned plan.

Right of Carriage Way within the meaning of part I of Schedule VIII of the Conveyancing Act 1919 (as amended)

Terms of easement or restriction fifthly referred to in the abovementioned plan.

Right of Carriage Way within the meaning of part I of Schedule VIII of the Conveyancing Act 1919 (as amended)

SIGNED in my presence by the said JOHN RUSSELL ERNEST BROWN and CHARLES BYRUS BULLOCK who are personally known to me:

J.P. Ronald Osborne J.P.

Proprietors.

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

Sheet 2.

Plan: DP224722 — Plan of Subdivision covered by Council Clerk's Certificate No. 64/200.

4. Identity of easement or restriction fourthly referred to in the abovementioned plan — Right of Way variable width marked "e"

SCHEDULE OF LOTS ETC. BENEFITED

Lots burdened	Lots, name of road or Authority benefitted
149	150

5. Identity of easement or restriction fifthly referred to in the abovementioned plan — Right of Way 25' wide marked "f"

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened	Lots, name of road or Authority benefitted
160	149, 150

6. Identity of easement or restriction sixthly referred to in the abovementioned plan — Right of Way 6' wide and variable width marked "g"

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened	Lots, name of road or Authority benefitted
150	Lots 149, 151 to 160 inclusive
151	Lots 149, 150, 152 to 160 inclusive.
152	Lots 149, 150, 151, 153 to 160 inclusive.
153	Lots 149, 150, 151, 152, 154 to 160 inclusive.
154	Lots 149 to 153 inclusive, Lots 155 to 160 inclusive
155	Lots 149 to 154 inclusive, Lots 156 to 160 inclusive
156	Lots 149 to 155 inclusive, Lots 157 to 160 inclusive
157	Lots 149 to 156 inclusive, Lots 158 to 160 inclusive
158	Lots 149 to 157 inclusive, Lots 159 and 160.
159	Lots 149 to 158 inclusive, Lots 160.
160	Lots 149 to 159 inclusive.

7. Identity of easement or restriction seventhly referred to in the abovementioned plan — Right of Way 10' wide marked 'h"

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened	Lots, name of road or Authority benefitted
183	184
184	183

SIGNED in my presence by the said JOHN RUSSELL ERNEST BROWN and CHARLES BYRUS BULLOCK who are personally known to me:

J.P. Ronald Osborne J.P.

Proprietors.

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

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

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 19 July, 1989

Instrument pursuant to Regulation 52D Conveyancing Act Regulations, 1961, setting out the terms of easements or restrictions as to user created by registration of the within-mentioned Deposited Plan:

J 21-4-1965

2

Req:R079582 /Doc:DP 0224722 B /Rev:09-Apr-1996 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 08:51 /Seq:2 of 2
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Req:R079581 /Doc:DL K006231 /Rev:10-Apr-1997 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 08:51 /Seq:1 of 4
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THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE.

Fees: Lodgment
Endorsement

C.P. 13A. No. K 6231

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

(Name must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

I, WE JOHN RUSSELL ERNEST BROWN of Killara in the State of New South Wales, Builder and CHARLES CYRUS BULLOCK of Wahroonga in the said State, Retired

(herein called transferor)

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

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of the sum of One thousand three hundred and ninety-five pounds (£1,395.0.0.) (the receipt whereof is hereby acknowledged), paid to me/us by

PETER FREDERICK NAYLOR and RENE MARGARET NAYLOR

D.P. 224722

do hereby transfer to

b State in BLOCK LETTERS the full name, postal address and description of the person taking, and if more than one, whether they hold as joint tenants or tenants in common.

PETER FREDERICK NAYLOR of 21 Stanley Street, Chatswood in the State of New South Wales, Driver-Storeman and RENE MARGARET NAYLOR of the same address, his wife as joint tenants

(herein called transferee)

All such our Estate and Interest in All the land mentioned in the Schedule following in All Te

c The description may refer to the deposited notice of the land in a new Estate as granted (e.g. "And being more fully set forth in Certificate of Title No. ") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General (e.g. "and being Lot section DP.

Unless authorised by Reg. 23 Conveyancing Act, Regulations, 1961 a plan may not be annexed to or endorsed on, this transfer form.

County.	Parish.	Reference to Title. Whole or Part.	Vol.	Fol.	Description of Land (if part only).	Encumbrances, Liens and Interests.
Cumberland	Gordon	Part	9887	249	Being Lot 184 in Deposited Plan No. 224722.	

Now being the whole of land comprised in Cert. of Title, Vol. 10903 Fol. 120 dealings AH89033 & AP224722

AH89033

AP224722

617140/64

Req:R079581 /Doc:DL K006231 /Rev:10-Apr-1997 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 08:51 /Seq:2 of 4
© Office of the Registrar-General /Src:LegalStream /Ref:ADcive executors adminis-

trators and assigns or other the registered proprietors for the time being of the land hereby transferred covenant with the transferors or other the Trustees for the time being of the Will of Georgina Brown.

~~And the transferee covenants with the transferors and other the Trustees for the time being of the Will of Georgina Brown.~~

(a) that not more than one main building shall be erected or permitted to remain on the land hereby transferred;

(b) that no building shall be erected on the land hereby transferred with external walls of materials other than brick veneer stone concrete glass or timber or any combination of the same provided that timber shall not be used for external walls except as infill panels in conjunction with all or any of the other materials in this clause referred to and the proportion of timber so used in relation to the total external wall area shall not exceed twenty per centum.

(c) that no roof of any building erected on the land hereby transferred shall be of corrugated iron or tin or asbestos cement.

(d) that no main building erected or permitted to remain on the land hereby transferred shall have a minimum overall floor plan area excluding any attached garage or car port of less than 1300 square feet.

(e) that no fence shall be erected on the land hereby transferred to divide it from the Transferors adjoining land without the consent in writing of the Transferors but such consent shall not be withheld if the fence shall be erected without expense to the Transferors or other the trustees for the time being of the Will of Georgina Brown deceased and in favour of any such person dealing with the Transferee or its assigns such consent as aforesaid shall be deemed to have been given in respect of any fences for the time being erected.

(f) That no fence of height exceeding three feet six inches shall be erected on the land hereby transferred and no paling fences or any type of fence composed substantially of palings shall be erected on the land hereby transferred and as to what constitutes a paling fence shall be determined by the Transferors or other the Trustees for the time being of the Will of Georgina Brown.

(g) No privy shall be erected in a conspicuous place or position and if the same is visible from the road or other lots in the subdivision it shall be screened.

(h) No main building shall be erected on the land hereby transferred unless the same shall be connected to the sewer if and when available and if not available to a septic tank installation the design and construction of which is acceptable to the proper authorities. If approval of the aforementioned septic tank installation cannot be obtained, then connection shall be to a septic closet the design construction of which is acceptable to the proper authorities.

(i) That the Transferee shall not erect or cause or permit to be erected or to remain upon the land hereby transferred any advertisement hoarding sign or similar structure and shall not permit the said land or any building erected thereon to be used for the display of any advertisement sign or notice provided that this clause shall not preclude the display of a doctor's or dentist's name plate and/or light.

The benefit of the foregoing covenants shall be appurtenant to the land in the said plan of subdivision and each and every lot therein other than the land hereby transferred. The burden of the foregoing covenants is upon the land hereby transferred. The aforesaid covenants or any one of them may be released varied or modified not withstanding that the benefit is appurtenant to the land in the said plan of subdivision (other than the land hereby transferred) by the said John Russell Ernest Brown and Charles Cyrus Bullock or other the trustees for the time being of the Will of Georgina Brown.

* Strike out if unnecessary, or suitably adjust.

(i) If any covenants are to be created or any exemptions to be made; or

(ii) If the statutory covenants implied by the Act are intended to be varied or modified.

Purchasers should comply with the provisions of Section 53 of the Conveyancing Act, 1919.

ENCUMBRANCES, &c., REFERRED TO.

Easement to drain water 10' wide created by Deposited Plan No. 224722 affecting the land hereby transferred.*

Right of Carriage way 10' wide created by Deposited Plan No. 224722 affecting the land hereby transferred. *

* A very short note will suffice.

K 437—2 K 1165—2

Req:R079581 /Doc:DL K006231 /Rev:10-Apr-1997 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 08:51 /Seq:3 of 4
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If the Transferor 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."

‡ Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General, or Deputy Registrar General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—

(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commissioners' Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London), 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.

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

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

Signed at Sydney Leeuwin the 1st day of May 1965 the

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

Lowder Osborn J.P.

[illegible] Rydges

[illegible] Transferor.

† 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

WHO IS PERSONALLY KNOWN TO ME

[illegible] Solicitor Sydney

[illegible] Transferee(s)

[illegible] Sydney

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. [illegible] Miscellaneous Register under the authority of which he has just executed the within transfer.*

Signed at [illegible] the [illegible] day of [illegible] 19 [illegible]

Signed in the presence of—

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

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

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the [illegible] memorandum of non-revocation or mark of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently [illegible] certifying liable to a penalty of £100, also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not [illegible] that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept [illegible] personally.

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 [illegible] ratified by signature or initials in the margin, or noticed in the attestation.

St 457—3 K 1165—2

Req:R079581 /Doc:DL K006231 /Rev:10-Apr-1997 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 08:51 /Seq:4 of 4
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K 6231

LODGED BY

No.

H.G. LEVI & MILLS,
SOLICITORS,
291 GEORGE STREET,
SYDNEY. N.S.W.

29.1002-3

FEES.

The Fees, which are payable on lodgment, are as follows:—

(a) £2 10s. 0d. where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £5. Where such instrument is to be endorsed on more than one folium of the register, no additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.

(b) A supplementary charge of £1 is made in each of the following cases:—
(i) Where a restrictive covenant is imposed; or
(ii) A new easement is created; or
(iii) A partial discharge of mortgage is endorsed on the transfer.

6

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1
2
3
4
5
6

Received Docs. Nos.
Receiving Clerk.

PARTIAL DISCHARGE OF MORTGAGE.

(N.B.—Before execution read marginal note.)

I,

mortgagee under Mortgage No.

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

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

Dated at this day of 19

Signed in my presence by

who is personally known to me.

Mortgagee.

Mortgagee.

INDEXED

MEMORANDUM OF TRANSFER

Subject to covenant

Withdrawn

Fees

Checked by

Particulars entered in Register Book.

Passed (in S.D.B.) by

on 19-8-1965

at 10 a.m.

Signed by

Registrar-General

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

PROGRESS RECORD.

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

Vol. Fol.

Req:R079580 /Doc:DL K307270 /Rev:15-Apr-1997 /NSW LRS /Pgs:ALL /Prt:05-Nov-2026 08:51 /Seq:1 of 6
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THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE.

Fees:— £ s. d.
Lodgment
Endorsement

22 AM 11:27

R.P. 13A. No. K 307270

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

I, WE JOHN RUSSELL ERNEST BROWN of Killara, Builder, and CHARLES CYRUS BULLOCK of Wahroonga, Retired, Trustees of the Will of the Late GEORGINA BROWN.

(herein called transferor)

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

being registered as the proprietor of an estate in fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of One thousand six hundred and seventy five pounds (£1,675----) (the receipt whereof is hereby acknowledged) paid to us by

PETER LEONARD WALKER and RHONDA MARGARET DOBSON,
C/- 14 Haberfield Street,
HABERFIELD.

do hereby transfer to

† Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants-in-common.

† PETER LEONARD WALKER, SYSTEMS ACCOUNTANT, and RHONDA MARGARET DOBSON, BOOK-KEEPER, C/- 14 HABERFIELD STREET, HABERFIELD. JOINT TENANTS (herein called transferee)

ALL such our Estate and Interest in ALL THE land mentioned in the schedule following:—

‡ The description may refer to the defined realms of the land in a certificate or grant (e.g. "And being residue after transfer number ") or may refer to parish shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being Lot section D.P. ").

Unless authorised by Reg. 33 Conveyancing Act, Regulations, 1961 a plan may not be annexed to or endorsed on this transfer form.

County.	Parish.	Reference to Title. Whole or Part.	Vol.	Fol.	Description of Land‡ (if part only).
Cumberland	Gordon	Whole	10003	124	
Being formerly Cumberland	Gordon	Part	9887	249	Being Lot 183 in Deposited Plan No. 224722.

31 697—1 W K 1163—3 W. C. N. Blight, Government Printer

54103/B66.

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And the transferees ~~covenant(s) with the transferor~~ do hereby for themselves their respective executors administrators and assigns or other the registered proprietors for the time being of the land hereby transferred covenant with the transferors and other the Trustees for the time being of the Will of Georgina Brown.

* Strike out if unnecessary, or suitably adjust.
(i) If any easements are to be created or any exemptions to be made; or
(ii) If the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919.

(a) that not more than one main building shall be erected or permitted to remain on the land hereby transferred;

(b) that no building shall be erected on the land hereby transferred with external walls of materials other than brick, brick veneer stone concrete glass or timber or any combination of the same provided that timber shall not be used for external walls except as infill panels in conjunction with all or any of the other materials in this clause referred to and the proportion of timber so used in relation to the total external wall area shall not exceed twenty per centum.

(c) that no roof of any building erected on the land hereby transferred shall be of corrugated iron or tin or asbestos cement.

(d) that no main building erected or permitted to remain on the land hereby transferred shall have a minimum overall floor plan area excluding any attached garage or car port of less than 1300 square feet.

(e) that no fence shall be erected on the land hereby transferred to divide it from the Transferors' adjoining land without the consent in writing of the Transferors but such consent shall not be withheld if the fence shall be erected without expense to the Transferors or other the trustees for the time being of the Will of GEORGINA BROWN deceased and in favour of any such person dealing with the Transferees or their assigns such consent as aforesaid shall be deemed to have been given in respect of any fences for the time being erected.

(f) That no fence of height exceeding three feet six inches shall be erected on the land hereby transferred and no paling fences or any type of fence composed substantially of palings shall be erected on the land hereby transferred and as to what constitutes a paling fence shall be determined by the Transferors or other the trustees for the time being of the Will of GEORGINA BROWN.

(g) No privy shall be erected in a conspicuous place or position and if the same is visible from the road or other lots in the subdivision it shall be screened.

(h) No main building shall be erected on the land hereby transferred unless the same shall be connected to the sewer if and when available and if not available to a septic tank installation the design and construction of which is acceptable to the proper authorities. If approval of the aforementioned septic tank installation cannot be obtained, then connection shall be to a septic closet the design construction of which is acceptable to the proper authorities.

(i) That the Transferees shall not erect or cause or permit to be erected or to remain upon the land hereby transferred any advertisement hoarding sign or similar structure and shall not permit the said land or any building erected thereon to be used for the display of any advertisement sign or notice provided that this clause shall not preclude the display of a doctor's or dentist's name plate and/or light.

The benefit of the foregoing covenants shall be appurtenant to the land in the said plan of subdivision and each and every lot therein other than the land hereby transferred. The burden of the foregoing covenants is upon the land hereby transferred. The aforesaid covenants or any one of them may be released varied or modified notwithstanding that the benefit is appurtenant to the land in the said plan of subdivision (other than the land hereby transferred) by the said John Russell Ernest Brown and Charles Cyrus Bullock or other the trustees for the time being of the Will of Georgina Brown.

* A very short note will suffice.

ENCUMBRANCES, &c., REFERRED TO.*

1. Easement to drain water 10' wide created by Deposited Plan No. 224722 affecting the land hereby transferred.vide Dealing No. J961943
2. Right of Carriage Way 10' wide created by Deposited Plan No.224722 affecting the land hereby transferred. vide Dealing No. J961943.
3. Right of Carriage Way appurtenant to the land hereby transferred created by Transfer No. 0429791.
4. Reservations and conditions as in Crown Grant.
5. Right of Carriageway appurtenant to the land hereby transferred created registration of Deposited Plan No. 224722. Vide Dealing No. J 961945.

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

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General or Deputy Registrar General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—
(a) in any part of the British Dominions outside the State of New South Wales by signing or acknowledging before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.
(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.
(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent). (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commissioners' Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London), 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.

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

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

Signed at Sydney the 21st day of October 1965

Signed in my presence by the transferor
WHO IS PERSONALLY KNOWN TO ME
Ronald Abbarn J.P.

P. L. Walker
Transferor.

† 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
WHO IS PERSONALLY KNOWN TO ME
J. B. Bagnall

Peter L. Walker
Rhonda M. Dobson
Transferee(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the day of 19 .

Signed in the presence of—

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

Appeared before me at Sydney *, the* 18th *day of* October *, one thousand nine hundred and* sixty-five, J. B. Bagnall *the attesting witness to this instrument and declared that he personally knew* Peter L. Walker and Rhonda M. Dobson *the persons signing the same, and whose signatures thereto he has attested; and that the names purporting to be such signatures of the said* Peter L Walker & Rhonda M Dobson *are their own handwriting, and that* they were *of sound mind and freely and voluntarily signed the same.*

J.P.

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with such dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

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.

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No. K 307270

HICKSON LAKEMAN & HOLCOMBE
SOLICITORS,
42 HUNTER STREET.
SYDNEY,
25.5581 — 25-5311

LODGED BY Messrs. J. R. McClelland & Co.,
Solicitors,
104 Bathurst Street,
SYDNEY, 26 1831.

FEES.

The Fees, which are payable on lodgment, are as follows:—

(a) £2 10s. 0d. where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £3. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.

(b) A supplementary charge of £1 is made in each of the following:—
(i) Where a restrictive covenant is imposed; or
(ii) A new easement is created; or
(iii) A partial discharge of mortgage is endorsed on the transfer.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1.
2.
3.
4.
5.
6.

Received Docs. Nos.
Receiving Clerk.

PARTIAL DISCHARGE OF MORTGAGE.

(N.B.—Before execution read marginal note.)

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

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

Dated at *this* *day of* 19 .

Signed in my presence by

M.P.D.

who is personally known to me.

Mortgagee.

INDEXED

MEMORANDUM OF TRANSFER

Mortgage & Discharge

Checked by

Particulars entered in Register Book.

Passed (in S.D.B.) by

on 30-5-1985

Signed by

at 11.19.17

Registrar-General.

PROGRESS RECORD.

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

Vol. Fol.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

Withdrawn PGK 11.9.17

Australia Wide Estates

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STATUTORY DECLARATION

I, RHONDA MARGARET WALKER of C/- 14 Haberfield Road, Haberfield in the State of New South Wales, do solemnly and sincerely declare as follows:-

1. I am the one and same person as Rhonda Margaret Dobson in the Memorandum of Transfer dated the 21st day of April, 1966, between John Russell Ernest Brown and Charles Cyrus Bullock and Peter Leonard Walker and Rhonda Margaret Dobson, in respect of land in Certificate of Title Volume 10003, Folio 124.

2. I was married to the said Peter Leonard Walker on 21st February, 1966 and annexed hereto is a copy of the Marriage Certificate marked with the letter "A".

3. I request that the abovenamed Memorandum of Transfer be altered to show my married name.

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

MADE AND SIGNED before me this 14th day of April, 1966. } Rhonda M. Walker

E.J. Shannon J.P.

A Justice of the Peace.

B

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"A"

COMMONWEALTH OF AUSTRALIA

Marriage Act 1961

B

Certificate of Marriage

I, RONALD ARTHUR VINCE,

having authority under the *Marriage Act* 1961 to solemnize marriages, hereby certify that I have this day at

SEVENTH-DAY ADVENTIST CHURCH - EPPING, NEW SOUTH WALES

duly solemnized marriage in accordance with the provisions of that Act and according to

the rites of SEVENTH-DAY ADVENTIST CHURCH

between PETER LEONARD WALKER

and RHONDA MARGARET DOBSON

in the presence of the undersigned witnesses.

DATED this Twenty-first day of February, 1966

R. A. Vince
Signature of Celebrant

Signatures of Parties to the Marriage

Peter L. Walker
BRIDEGROOM

Signatures of Witnesses

J. B. Bagnall
WITNESS

This is the annexure marked "A" referred to in the Statutory Declaration of RHONDA MARGARET WALKER sworn the 14th day of April 1966.

Before me .....

PLANNING CERTIFICATE

818 Pacific Highway, Gordon NSW 2072
Locked Bag 1006, Gordon NSW 2072
T 02 9424 0000 F 02 9424 0001
DX 8703 Gordon TTY 02 9424 0875
E krg@krg.nsw.gov.au
W www.krg.nsw.gov.au
ABN 86 408 856 411

Ku·ring·gai Council

UNDER SECTION 10.7 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

PROPERTY DETAILS

Address: 1 Nerang Street WAHROONGA NSW 2076

Lot Description: Lot 1830 DP 629825

CERTIFICATE DETAILS

Certificate No: ePC3943/26 **Certificate Date:** 11/11/2026

Certificate Type: Section 10.7(2)

APPLICANT DETAILS

REF: JPK: 26/106

Ac Knibb Kaine & Associates
Po Box 88
WAHROONGA NSW 2076

BACKGROUND INFORMATION

This certificate provides information on how a property (such as land, a house, a commercial building, etc.) may be used and the limits on its development. The certificate contains information Council is aware of through its records and environmental plans with data supplied by the State Government. The details contained in this certificate are limited to that required by Section 10.7 of the Environmental Planning and Assessment Act.

THE FOLLOWING INFORMATION IS ISSUED UNDER SECTION 10.7(2) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 2 – ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION, 2021.

1. Names of relevant planning instruments and development control plans

(1) Which environmental planning instruments apply to the carrying out of development on this land?

Ku-ring-gai Local Environmental Plan 2015 as published on the NSW Legislation Website on 5 March 2015.

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

(2) Which proposed environmental planning instruments apply to the carrying out of development on this land? *(Including planning proposals and proposed environmental planning instruments that are or have been the subject of community consultation or on public exhibition under the E. P. & A. Act).*

There are no proposed environmental planning instruments that apply to this land.

(3) Which development control plans apply to the carrying out of development on this land?

Ku-ring-gai Development Control Plan

SPECIAL NOTE: *A development control plan adds further detail to local environmental plans and may address issues such as building design, car parking, landscaping etc. Copies of the Plans are available from Council.*

(4) Which draft development control plans apply to the carrying out of development on this land? *(Including draft development control plans that are or have been the subject of community consultation or on public exhibition under the E. P. & A. Act).*

There are no draft development control plans that apply to this land

2. Zoning and land use under relevant local environmental plans (other than a SEPP or proposed SEPP)

(a) What is the zoning of this property and the relevant environmental planning instrument?

(i) Low Density Residential

(ii) R2

under the provisions of Ku-ring-gai Local Environmental Plan 2015.

(b) (i) What does not require development consent under the above environmental planning instrument?

Home occupations.

Note: Please refer to the provisions for Exempt and Complying Development as described in Part 3 of Ku-ring-gai Local Environmental Plan 2015.

(ii) What does require development consent under the above environmental planning instrument?

Bed and breakfast accommodation; Building identification signs, Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Environmental protection works; Exhibition homes; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Hospitals; Neighbourhood shops; Oyster aquaculture; Pond-based aquaculture; Tank-based aquaculture; Places of public worship; Recreation areas; Respite day care centres; Roads; Secondary dwellings.

(iii) What is prohibited under the above environmental planning instrument?

Any development not specified in item (b)(i) or (b)(ii)

(iv) What is the proposed zoning of this property and the relevant proposed environmental planning instrument?

Not applicable. There are no proposed environmental planning instruments that relate to this matter.

(v) What does not require development consent under the above proposed environmental planning instrument?

Not applicable. There are no proposed environmental planning instruments that relate to this matter.

(vi) What does require development consent under the above proposed environmental planning instrument?

Not applicable. There are no proposed environmental planning instruments that relate to this matter.

(vii) What is prohibited under the above proposed environmental planning instrument?

Not applicable. There are no proposed environmental planning instruments that relate to this matter.

(d) Do any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land?

There are no provisions in Ku-ring-gai Local Environmental Plan 2015 that regulate minimum dimension sizes for the erection of a dwelling house on this property.

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

No.

(f) Is the land in a conservation area?

No.

SPECIAL NOTE: *A conservation area is a place of historic and aesthetic value to the community. It contains a number of elements of significance, such as a historic subdivision layout, a pattern of building "footprints" within each street block, buildings of historic and architectural importance, road alignments, trees, gutters and kerb edges which all combine to create a sense of place that is worth keeping. Council's Heritage Planner can provide you with more information on this matter.*

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

No.

SPECIAL NOTE: *You are advised that the consent authority may, before granting consent to any development: (a) on land on which a heritage item is located, or (b) on land that is within a heritage conservation area, or (c) on land that is within the vicinity of land referred to in paragraph (a) or (b), require a heritage management document to be prepared that assesses the extent to which the carrying out of the proposed development would affect the heritage significance of the heritage item or heritage conservation area concerned.*

3. Contribution plans

(1) Which contribution plans or draft contribution plans apply to this land under the Act, Division 7.1?

Ku-ring-gai Contributions Plan 2010 (s7.11).
Ku-ring-gai Council Section 7.12 Local Levy Contributions Plan 2023

(2) Is the land in a region within the meaning of the Act, Division 7.1 Subdivision 4?

Yes. The subject land is within Greater Sydney to which the Environmental Planning and Assessment (Housing and Productivity Contributions) Order 2023 applies.

(3) Is the land in a special contributions area to which a continued s7.23 determination applies??

No

SPECIAL NOTE: *A s7.11 or s7.12 contributions plan outlines the financial costs Council levies if land is developed and Council believes the development will require additional infrastructure such as parks, roads etc. Copies of both the s7.11 and the s7.12 contributions plans are available on Council's website.*

4. Complying development

The extent to which the land is land on which complying development may or may not be carried out under each of the codes for complying development because of the provisions of 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 and if complying development may not be carried out on that land the reason why it may not be carried out under those clauses?

*(**Special Note:** It is your responsibility to ensure that you comply with any other general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to do so may mean that a Complying Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid).*

Container Recycling Facilities Code

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

Commercial and Industrial Alterations Code

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

Commercial and Industrial (New Buildings and Additions) Code

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

Demolition Code

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

Fire Safety Code

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

General Development Code

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

Housing Code

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

Housing Alterations Code

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

Low Rise Housing Diversity Code

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

Pattern Book Development Code

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

Subdivision Code

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

5. Exempt development

The extent to which the land is land on which exempt development may or may not be carried out under each of the codes for complying development because of the provisions of clauses 1.16(1)(b1)-(d) or 1.16A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 and if exempt development may not be carried out on that land the reason why it may not be carried out under those clauses

Exempt development **may** be carried out on the land.

6. Affected building notices and building product rectification orders

(1) Is there any affected building notice of which council is aware that is in force in respect of the land?

No.

(2) Is there any building product rectification order of which council is aware that is in force in respect of the land and has not been fully complied with?

No.

(3) Has any notice of intention to make a building product rectification order of which council is aware has been given in respect of the land and is outstanding?

No.

SPECIAL NOTE: *The terms "affected building notice" and "building product rectification order" have the same meaning as in the Building Products (Safety) Act 2017.*

7. Land reserved for acquisition

Do any environmental planning instruments or proposed environmental planning instruments referred to in clause 1 make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act?

No.

8. Road widening and road realignment

Is the land affected by any road widening or road realignment under the Roads Act, any environmental planning instrument or any resolution of council?

No.

9. Flood related development controls information

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

No.(Unknown)
The flood risk of this land has not yet been mapped. Unmapped locations may also be subject to flood related development controls

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

No.(Unknown)
The flood risk of this land has not yet been mapped. Unmapped locations may also be subject to flood related development controls

***SPECIAL NOTE: Flood planning area** has the same meaning as in the Flood Risk Management Manual.*
***Floodplain Development Manual** means the Floodplain Development Manual (ISBN 978-1-923076-17-4) published by the NSW Government in June 2023.*
***Probable maximum flood** has the same meaning as in the Flood Risk Management Manual.*

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

Is the land affected by a policy adopted by council, or by any other public authority required to be referred to in a planning certificate, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, contamination, acid sulphate soils or other risk (other than flooding)?

No.

Note: A review of Council's readily available records has been conducted to identify previous land uses that may have caused land contamination. This review did not reveal any reason for contamination of this property. However, prior to urban settlement, sizeable areas of Ku-ring-gai were covered by agricultural and horticultural activities. These uses are listed in the Managing Land Contamination Planning Guidelines as activities that may cause contamination. If you are concerned about possible contamination of the site you should make your own investigations regarding the condition of this property.

11. Bush fire prone land

Is the land bush fire prone land?

The land is bush fire prone land.

"Bush fire prone land" is defined in section 4 of the Environmental Planning & Assessment Act 1979 as meaning "land recorded for the time being as bushfire prone land on a bush fire prone land map for the area."

"The "area" is the local government area of Ku-ring-gai."

"The bush fire prone land map referred to in the definition may be inspected at the office of the Council."

SPECIAL NOTE: *Bush fire prone land is defined in section 4 of the Environmental Planning and Assessment Act 1979 as meaning "land recorded for the time being as bushfire prone land on a bush fire prone land map for the area". The "area" is the local government area of Ku-ring-gai.*

12. Loose-fill asbestos insulation

Does the land include 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?

NSW Fair Trading has not provided Council with written confirmation that this property is listed on the Loose-Fill Asbestos Insulation Register.

SPECIAL NOTE: *Some residential homes located in the Ku-ring-gai Local Government Area have been identified as containing loose-fill asbestos insulation, for example in the roof space. NSW Fair Trading maintains a Register of homes that are affected by loose-fill asbestos insulation.*
You should make your own enquiries as to the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 1980, the council strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether loose-fill asbestos is present in any building on the land and, if so, the health risks (if any) this may pose for the building's occupants.

For further information about the Loos-fill asbestos Public Register contact NSW Fair Trading. Tel:13 32 20 or www.loosefillasbestos.nsw.gov.au.

13. Mine subsidence

Is the land proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961?

No. Council has not been notified that the land is subject to such a proclamation.

14. Paper subdivision information

Is the land, land subject to a development plan adopted by a relevant authority, land proposed to be subject to a consent ballot or land subject to a subdivision order?

Not applicable.

SPECIAL NOTE: *Words and expressions used in this item have the same meaning as Part 10 of the Environmental Planning and Assessment Regulation 2021. And Assessment Act 1979, Schedule 7*

15. Property vegetation plans

Is the land, land to which a property vegetation plan under Native Vegetation Act 2003 applies?

Council has not been notified that the land is subject to an approved property vegetation plan.

16. Biodiversity stewardship sites

Is the land, land that is a biodiversity stewardship site under a biodiversity stewardship agreement under part 5 of the Biodiversity Conservation Act 2016?

Council has not been notified that the land is biodiversity stewardship land.

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

17. Biodiversity certified land

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

Council has not been notified that the land is biodiversity certified land.

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

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

Is the land, subject to an order under the Tree (Disputes between neighbours) Act 2006 to carry out work in relation to a tree on the land?

Council has not been notified that the land is subject to such an order.

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

Not applicable. This matter does not apply to land within Ku-ring-gai Local Government Area.

20. Western Sydney Aerotropolis

Not Applicable. This matter does not apply to land within Ku-ring-gai Local Government Area.

21. Development consent conditions for seniors housing

Is there a current site compatibility certificate (seniors housing), of which council is aware, in respect of proposed development on the land issued under clause 24 of the repealed State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004?

The land is not subject to such a current site compatibility certificate (seniors housing) of which Council is aware.

SPECIAL NOTE: *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 repealed on 26 November 2021 by State Environmental Planning Policy (Housing) 2021*

22. Site Compatibility certificates and development consent conditions for affordable housing

Is there a current site compatibility certificate (affordable housing), of which council is aware, in respect of proposed development on the land issued under clause 39 of State Environmental Planning Policy (Housing) 2021?

The land is not subject to such a current site compatibility certificate (affordable housing) of which Council is aware.

23. Water or sewerage services

Is there, or is there to be, water or sewerage services provided to the land under the Water Industry Competition Act 2006?

Council is not aware of any such water or sewerage services provided to the land.

SPECIAL NOTE: *A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the Water Industry Competition Act 2006, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.*

24. Special entertainment precincts

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

The land is not located in a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B.

25. Interim development in future infrastructure corridors

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

No.

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

(a) Is the land to which this certificate relates significantly contaminated land within the meaning of that Act?

No.

(b) Is the land to which this certificate relates subject to a management order within the meaning of that Act?

No.

(c) Is the land to which this certificate relates subject to an approved voluntary management proposal within the meaning of that Act?

No.

(d) Is the land to which this certificate relates subject to an ongoing maintenance order within the meaning of that Act?

No.

(e) Is the land of which this certificate relates subject to a site audit statement within the meaning of the Act?

No.

SPECIAL NOTE: *If you have any concerns about land contamination beyond the information described in this certificate, you should contact the NSW Environmental Protection Authority. Tel: 131 555 or email info@environment.nsw.gov.au.*

David Marshall
General Manager

Sydney WATER

Sewer Service Diagram

Application Number: 8005666787

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

SEWERAGE SERVICE DIAGRAM **No. 671750**

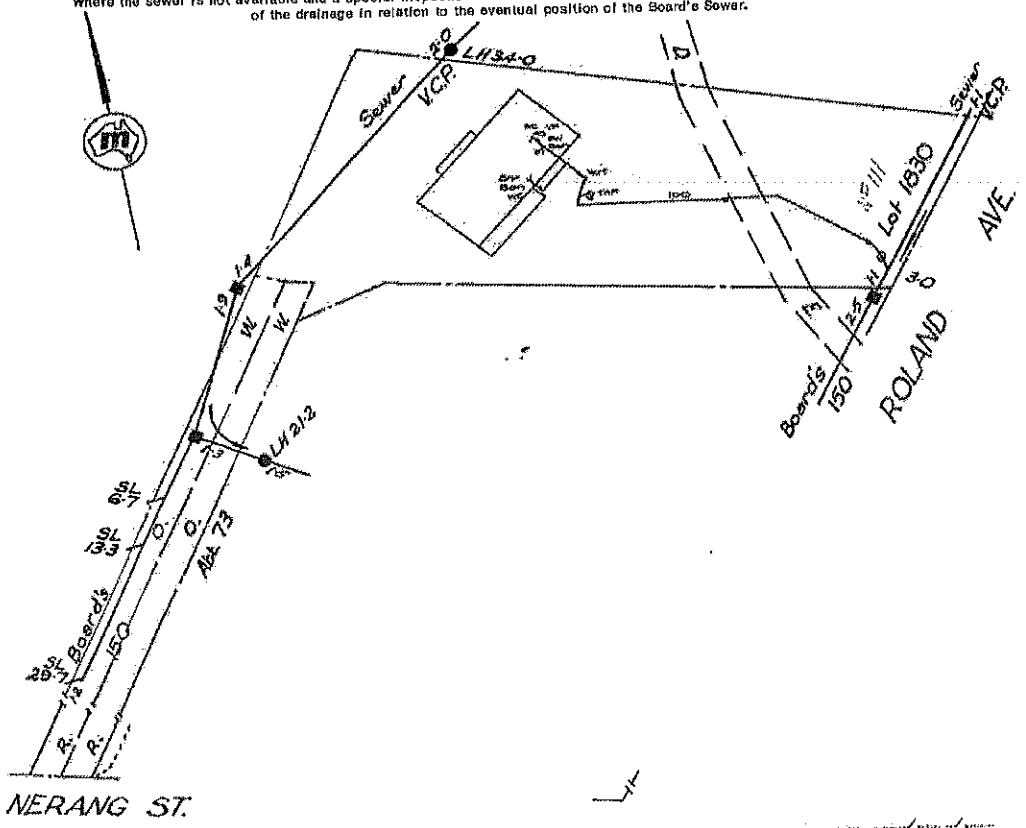
Municipality of Ku-ring-gai

SYMBOLS AND ABBREVIATIONS

	Boundary Trap	RV	Reflux Valve	IP	Induct Pipe	Bsn	Basin
	Inspection Shaft		Cleaning Eye	MF	Mica Flap	Shr	Shower
	Pit	VERT	Vertical Pipe	T	Tubs	WIP	Wrought Iron Pipe
GI	Grease Intercepter	VP	Vent Pipe	KS	Kitchen Sink	CIP	Cast Iron Pipe
	Gully	SVP	Soil Vent Pipe	WC	Water Closet	FW	Floor Waste
PT	P Trap	DCC	Down Cast Cowl	BW	Bath Waste	WM	Washing Machine

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer.



RATE No. 13346 W.O.s. SHEET No. U.C.s. **Scale 1 : 500** For House Services Engineer

DRAINAGE			BRANCH OFFICE	PLUMBING	
W.C.	Supervised by	Date		Supervised by	Date
Bth.			Date / /		
Shr.	Inspector		Outfall MF HL LL	Inspector	
Bsn.	Examined by		Drainer	1037-339	
K.S.			Plumber	1447 258	
T.	Chief Inspector		Boundary Trap is/is not required		
Pig.					
Dge. Int.	Tracing Checked				
Dge. Ext.					

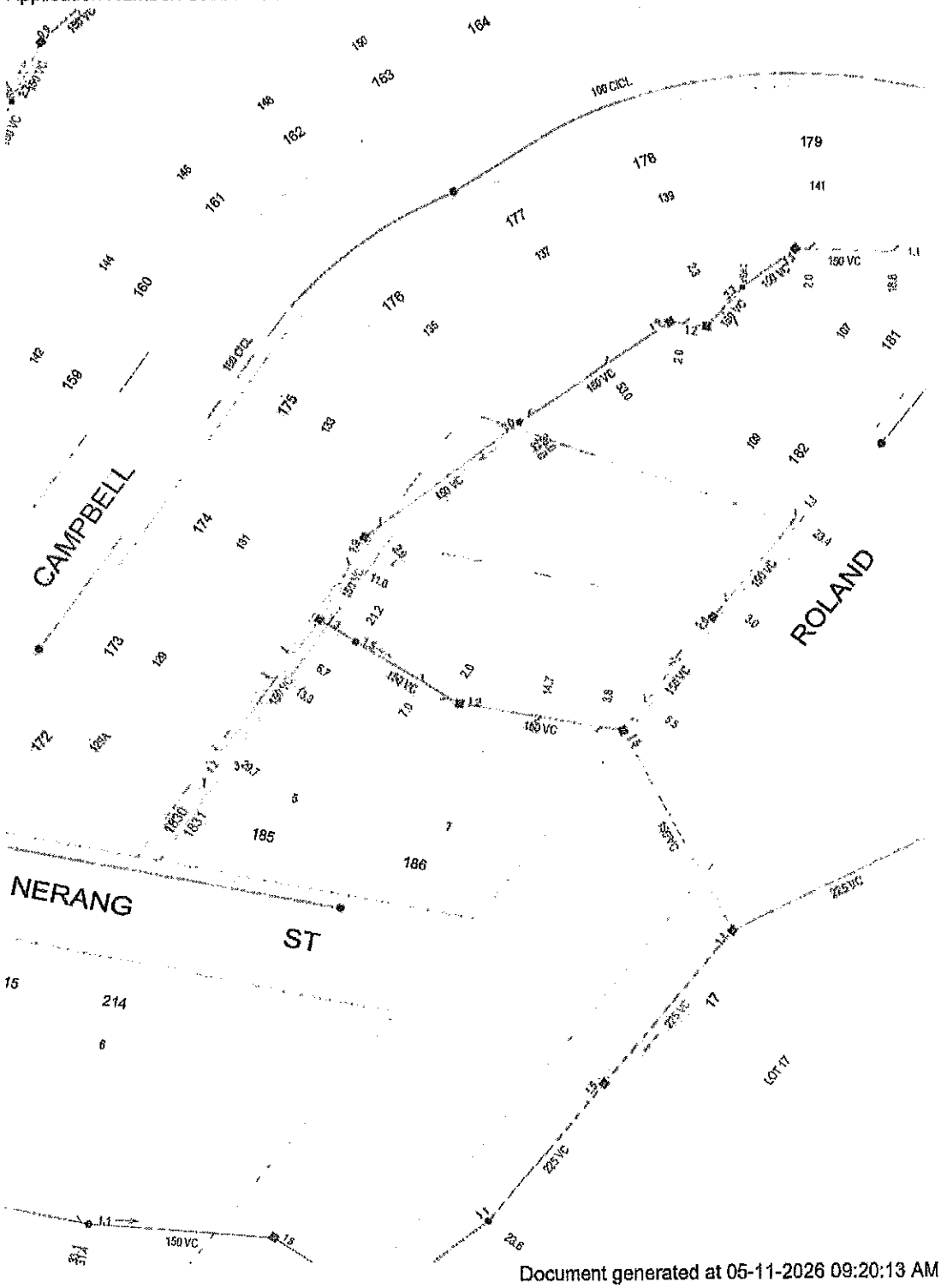
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Disclaimer
The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see those, please buy a **Service location print.**

Sydney WATER

Service Location Print

Application Number: 8005666756



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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**.

Sydney WATER

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
- Ventshaft EDUCT
- Ventshaft INDUCT
- Property Connection Point (with chainage to downstream MH) — 10.5
- Concrete Encased Section — Concrete Encased
- Terminal Maintenance Shaft — TMS
- Maintenance Shaft — MS
- Rodding Point — RP
- Lamphole
- Vertical — VERT
- Pumping Station — SPS832
- 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

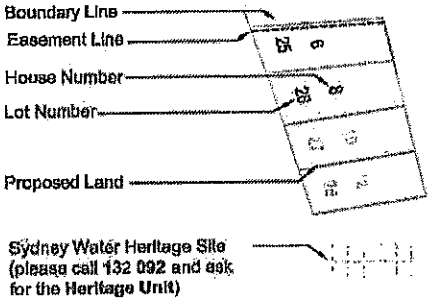
Vacuum Sewer

- Pressure Sewer Main
- Division Valve
- Vacuum Chamber
- Clean Out Point

Stormwater

- Stormwater Pipe
- Stormwater Channel
- Stormwater Gully
- Stormwater Maintenance Hole

Property Details



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

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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)

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