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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Remax Prestige Shop 7.1, 2 Dawn Fraser Avenue, Sydney Olympic Park NSW 2127	**phone**: 02 9319 1864 **email**: joseph.choi@remax.com.au
co-agent		
vendor	Emma Roh & Mickey Roh	
vendor's solicitor	JHP Lawyers Suite 7.04, 99 York Street Sydney NSW 2000	**phone**: 02 7233 0777 **email**: jae@jhplawyers.com.au **ref**: CV:26239
date for completion		(clause 15)
land (address, plan details and title reference)	23 Wembury Road, St Ives NSW 2075 LOT 9 DEPOSITED PLAN 528016 Folio Identifier 9/528016	
	☒ 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 as numbered: ☐ other documents:	

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

inclusions

☒ air conditioning	☒ curtains	☒ insect screens	☒ range hood
☐ blinds	☒ dishwasher	☒ internet/TV receiver	☐ solar panels
☒ built-in wardrobes	☐ EV charger	☒ light fittings	☐ solar power battery
☒ ceiling fans	☒ fixed floor coverings	☒ pool equipment	☒ stove
☒ clothes line	☒ other: Fireplace tools and equipment, Firewood, Dryer, Toilet bidet		

exclusions

purchaser

purchaser's solicitor

price

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

balance

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

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

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

buyer's agent

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

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SIGNING PAGE

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

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Choices

Vendor agrees to accept a ***deposit-bond*** ☒ NO ☐ yes

Nominated *Electronic Lodgment Network (ELN)* (clause 4)

Manual transaction (clause 30) ☒ NO ☐ yes

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

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

Land tax is adjustable ☒ NO ☐ yes

GST: Taxable supply ☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply ☒ NO ☐ yes

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

☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))

☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

☐ GST-free because the sale is the supply of a going concern under section 38-325

☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

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List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

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

Other

- ☐ 61

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

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

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

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

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

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

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

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Cooling off period (purchaser's rights)

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

2 **EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—**

- **(a) for an off the plan contract—the tenth business day after the day on which the contract was made, or**
- **(b) in any other case—the fifth business day after the day on which the contract was made.**

3 **There is NO COOLING OFF PERIOD—**

- **(a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or**
- **(b) if the property is sold by public auction, or**
- **(c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or**
- **(d) if the contract is made in consequence of the exercise of an option, other than an option that is void under the Act, section 66ZG.**

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

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

DISPUTES

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

AUCTIONS

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

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WARNINGS

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

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

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

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

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

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

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

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

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

8. **The purchaser should arrange insurance as appropriate.**

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

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

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

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

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

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

2.4 The purchaser can pay any of the deposit by –

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

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

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

2.5 The vendor can *terminate* if –

2.5.1 any of the deposit is not paid on time;

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

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

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

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

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

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

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

3 Deposit-bond

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

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

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

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

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

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

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

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

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

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

4 Electronic transaction

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

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

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

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

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

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

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

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

the *party* entitled to them.

5 Requisitions

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

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

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

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

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

6 Error or misdescription

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

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

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

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

9 Purchaser's default

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

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

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

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

10 Restrictions on rights of purchaser

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

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

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

11 Compliance with work orders

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

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

12 Certificates and inspections

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

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

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

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

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13 Goods and services tax (GST)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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14 Adjustments

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

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

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

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

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

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

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

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

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

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

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

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

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

15 Date for completion

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

16 Completion

● Vendor

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

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

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

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

● Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

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

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

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

16.7 On completion the deposit belongs to the vendor.

17 Possession

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

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

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

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

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

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18 Possession before completion

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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

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

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

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20.16 Each *party* consents to –

20.16.1 any *party* signing this contract electronically; and

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

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

21 Time limits in these provisions

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

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

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

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

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

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

23 Strata or community title

● Definitions and modifications

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

23.2 In this contract –

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

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

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

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

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

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

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

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

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

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

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

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

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

● Adjustments and liability for expenses

23.5 The *parties* must adjust under clause 14.1 –

23.5.1 a regular periodic contribution;

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

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

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

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

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

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

● Notices, certificates and inspections

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

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

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

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

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

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

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

● Meetings of the owners corporation

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

24 Tenancies

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

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

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

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24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
  - any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do whatever is reasonably necessary to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
  - at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.

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

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

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

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

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

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

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

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

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26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

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

30 Manual transaction

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

● Transfer

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

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

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

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

● Place for completion

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

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

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

● Payments on completion

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

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

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

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

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

31 Foreign Resident Capital Gains Withholding

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

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

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

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

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

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32 Residential off the plan contract

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

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

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

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

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

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SPECIAL CONDITIONS

BETWEEN the Vendor named on front page of this Contract

AND the Purchaser named on front page of this Contract.

These are the special conditions to the contract for the sale of land. In the event of any discrepancy between these special conditions and the standard terms of this contract, the clauses contained in these special conditions shall prevail.

1. Amendment to standard terms of contract

The clause of the standard terms of this contract is amended as follows:

(a) In Clauses 2.2 and 4.1, the word “Normally” is deleted.

(b) Clause 5.1 is deleted.

(c) In Clause 7.1.1, “5% of the price” is deleted and replaced with “1%”.

(d) In Clause 8.1.1, the words “on reasonable grounds” is deleted.

(e) In Clause 8.1.2, the words “and those grounds” is deleted.

(f) In Clauses 10.1.8 and 10.1.9, the word “substance” is deleted and replaced with “existence”.

(g) Clause 16.8 is deleted.

(h) Clauses 23.13 and 23.14 are deleted and replaced with “The purchaser must obtain an information certificate at their own costs and serve on the vendor not less than 7 days prior to the Completion Date. The vendor hereby authorises the purchaser to apply for the certificate.”

(i) Clause 23.6.1 is deleted and replaced with “the purchaser is liable for any instaments due after the completion date”.

(j) Clause 23.9 is deleted.

2. Interpretation

In this contract unless the contrary intention appears:

(a) a gender includes any gender;

(b) the singular includes the plural and vice versa;

(c) if a word or phrase is defined, then its other grammatical forms have a corresponding meaning;

(d) headings do not affect interpretation; and

(e) a reference to legislation includes but is not limited to a modification or re-enacement of it, a legislative provision substituted for it and a regulation or staturory instrument under it.

3. Death or incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

4. Notice to complete

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

5. Purchaser acknowledgements

(a) The purchaser acknowledges that they are purchasing the property:

(i) In its present condition and state of repair;

(ii) Subject to all defects latent and patent;

(iii) Subject to any infestations and dilapidation;

(iv) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and

(v) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

(b) The purchaser agrees not to seek to, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

6. Purchaser to be satisfied as to use

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

7. Late completion

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not. The Purchaser shall also be responsible for additional Vendor's costs in the sum of $220.00 payable on settlement for the Vendor's costs in serving a notice to complete.

8. Completion booking cancellation

If the purchaser cancels settlement for a particular day after appropriate arrangements have been made, the purchaser will allow on settlement a GST inclusive fee of $165.00 as agreed additional costs arising from each cancellation.

9. Deposit

Although a full 10% deposit is payable by the purchaser, the vendor may agree to allow the purchaser to exchange the contract on the basis that only part of the deposit is paid at the time of exchange. If the vendor has agreed to accept lesser amount of deposit on exchange, the balance of the deposit must be paid to the vendor by the purchaser on or before the settlement. The full earnest of 10% of the price will be forfeited in the event that the purchaser fails to complete in accordance with the terms of this contract.

10. Requisitions

The purchaser agrees that the requisitions on title annexed to this contract are the only form of requisitions that the purchaser is entitled to make under clause 5 of this contract.

11. Agent

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

12. Smoke alarms

If the subject property does not have smoke alarms installed or is not compliant with the Environmental Planning and Assessment Act 1979 or any other legislation, the purchaser must comply immediately upon settlement and cannot make any claims, requisitions, claim for compensation or delay the settlement.

13. Swimming pool

If a non-compliance certificate is attached to this contract, it shall be the purchaser's responsibility to rectify any defects and obtain a certificate of compliance within the due date following the settlement, and the purchaser cannot not make any claims, requisitions, claim for compensation or delay the settlement arising out of the swimming pool.

14. Foreign Purchaser

The purchaser warrants:

(a) That the purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or

(b) That the Purchaser is a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975 and that the treasurer of the Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the property by the purchaser. .

15. Electronic settlement

(a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.

(b) The provisions of this contract continue to apply as modified by the electronic settlement procedures.

(c) Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.

(d) Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.

(e) Settlement takes place when the financial settlement takes place.

(f) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.

(g) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. The parties must settle as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.

(h) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

17. Release of deposit

(a) Despite the provisions of clause 2 of this contract, the parties agree that the vendor is entitled to use all of or so much of the deposit paid by the purchaser under this contract towards payment of:

(i) the deposit; and

(ii) transfer duty,

payable by the vendor under a contract to purchase another property.

(b) Where the deposit is to be used for transfer duty, the purchaser agrees to release absolutely all or part of the deposit for such purpose. When requested by the vendor, the purchaser will provide written authority to the deposit holder for the release of all of or so much of the deposit as required pursuant to this condition.

(c) Where the deposit is to be used for the deposit payable by the vendor under a contract to purchase another property, the deposit must be placed in the trust account of the real estate agent or vendor's solicitor in such subsequent purchase and the deposit must not be released to the vendor in such subsequent purchase and the contract in relation to such subsequent purchase must contain a special condition making completion of that contract conditional upon completion of this contract.

(d) The parties agree that this special condition is sufficient authority for the deposit holder to release the whole or part of the deposit to the vendor for the purposes of this special condition. However, in the event the depositholder requires a written authority, the purchaser or their solicitor must provide a written authority within 48 hours of being requested.

(e) If the vendor requires payment of sum that is greater than the balance purchase price to discharge any liabilities including any loan balances for the settlement to be effected, the vendor may require the purchaser to provide a written authority to the depositholder to release any part of the deposit to the vendor's solicitor's or their settlement agent's trust account for the purpose of disbursing on settlement. If requested to do so, the purchaser or their solicitor must provide a written authority within 48 hours of being requested.

Conditions of sale of land by auction

(a) The Bidders' record means the bidders' record to be kept pursuant to clause 13 of the Property and Stock Agents Regulation 2014 and section 68 of the Property and Stock Agents Act 2002.

(b) The vendor's reserve price must be given in writing to the auctioneer before the auction commences.

(c) A bid for the vendor cannot be made unless the auctioneer has, before the start of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor.

(d) The highest bidder is the purchaser, subject to any reserve price.

(e) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.

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

(g) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.

(h) A bid cannot be made or accepted after the fall of the hammer.

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

In addition to the conditions above the following conditions apply to the sale by auction of residential property or rural land:

(j) All bidders must be registered in the bidders' record and display an identifying number when making a bid.

(k) The auctioneer may make only one vendor bid at an auction of residential property or rural land.

(l) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller.

In addition to the conditions set out above the following conditions apply to the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator

(m) More than one vendor bid may be made to purchase the interest of a co-owner.

(n) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.

(o) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.

(p) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 9/528016

SEARCH DATE	TIME	EDITION NO	DATE
6/7/2026	7:03 PM	10	3/1/2024

LAND

LOT 9 IN DEPOSITED PLAN 528016
AT ST IVES
LOCAL GOVERNMENT AREA KU-RING-GAI
PARISH OF GORDON COUNTY OF CUMBERLAND
TITLE DIAGRAM DP528016

FIRST SCHEDULE

MICKEY ROH
EMMA ROH
AS JOINT TENANTS (T AK127522)

SECOND SCHEDULE (8 NOTIFICATIONS)

1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
2 DP232489 RIGHT OF CARRIAGEWAY APPURTENANT TO PART OF THE LAND ABOVE DESCRIBED FORMERLY IN VOL 10564 FOL 168
3 DP232489 EASEMENT TO DRAIN WATER APPURTENANT TO PART OF THE LAND ABOVE DESCRIBED FORMERLY IN VOL 10564 FOL 168
4 DP528016 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE DESCRIBED
5 L457935 COVENANT
6 DP1267418 EASEMENT FOR SERVICES 2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1267418
7 DP1267418 EASEMENT FOR SERVICES 2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
8 AT740502 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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

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

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Received: 06/07/2026 19:03:25

D. P. 528016

PLAN OF SUBDIVISION

of LOTS 8, 9 and 10 of DP 232489

Mun: KU-RING-GAI

Locality: St. IVES

Parish: GORDON

County: CUMBERLAND Scale: 60 ft to 1 in.

D. P. 528016

Registered: P.C. 10-5-68

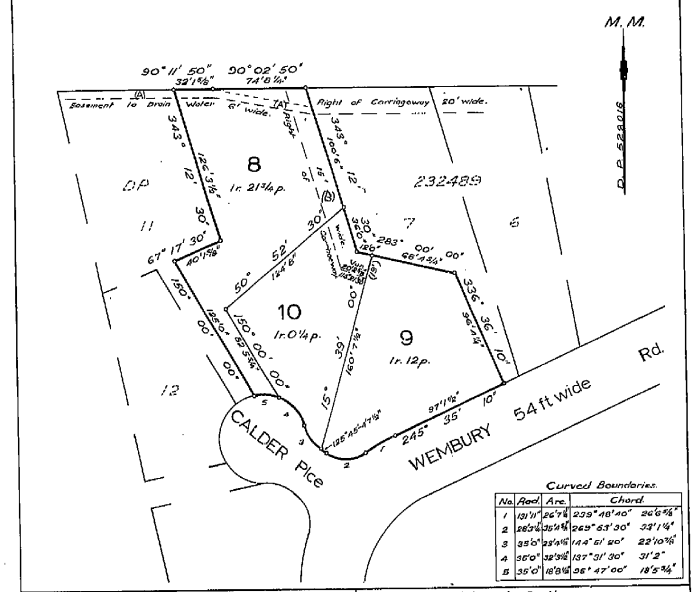
C.A.: 68/19 of 15.2.68

Title System: Torrens

Purpose: Subdivision.

Ref. Map: Parish Gordon Sh.5

Last Plan: D. P. 232489



Curved Boundaries.

No.	Rad.	Arc.	Chord.
1	131' 1"	26' 7"	239° 48' 40" 26' 6⅝"
2	265' 6"	35' 1¼"	265° 53' 30" 35' 1¼"
3	35' 0"	23' 1½"	144° 51' 20" 22' 10⅜"
4	35' 0"	32' 9"	137° 21' 30" 31' 2"
5	35' 0"	18' 8½"	36° 47' 00" 18' 5¾"

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

*Pursuant to Section 88 B of the Conveyancing Act, as amended, it is intended to create:-
1. Right of Carriageway, 15 feet wide, and variable.

THE COMMON SEAL of AUTOMOBILE & GENERAL FINANCE COMPANY LIMITED was hereto duly affixed in the presence of:

Secretary

* Instrument filed as L40756

I, Christopher Warwick Smith, of 2 Florence Street, Hornsby, a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that this plan is accurate and has been compiled from information shown in DP 232489.

Signature: C. W. Smith

Date: 3. 11. 67.

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 346 of the Metropolitan Water, Sewerage, and Drainage Act, 1924, as amended
have been complied with by the applicant in relation to the proposed subdivision set out herein.

Subdivision No: 68/19 Date: 15.2.1968

Signature: Council Clerk.

M.P.D. D. P. 528016 Ref: 541/67

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 528016

FEET	INCHES	METRES
4	7 1/2	1.410
6	-	1.829
12	-	3.658
15	-	4.572
18	5 3/4	5.632
18	8 1/2	5.702
19	-	5.791
20	-	6.096
20	2 5/8	6.163
20	2 7/8	6.169
22	10 7/8	6.982
23	4 1/8	7.115
26	6 5/8	8.093
26	7 1/4	8.109
28	3 1/4	8.617
31	2	9.500
32	1 5/8	9.795
32	3 1/2	9.843
33	1 1/4	10.090
35	-	10.668
35	4 5/8	10.779
36	-	10.973
40	1 3/8	12.227
40	1 5/8	12.233
54	-	16.459
68	4 3/4	20.847
74	8 1/4	22.765
82	5 3/4	25.140
96	4 1/4	29.369
97	1 1/2	29.604
100	6	30.632
124	8	37.996
125	-	38.100
126	3 1/2	38.494
131	11	40.208
150	-	45.720
160	7 1/2	48.959

AC	RD	P	SQ M
-	1	1/4	1018
-	1	12	1315
-	1	21 3/4	1562

I, Jack Hayward Watson, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 19th day of May, 1976.

Jack Watson

Req:R456996 /Doc:DP 0528016 P /Rev:01-Sep-1992 /NSW LRS /Pgs:ALL /Prt:06-Jul-2026 19:04 /Seq:1 of 1
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Form 3 — TO BE USED WHERE DEDICATIONS, DRAINAGE RESERVES AND PUBLIC GARDEN AND RECREATION SPACES ARE PROVIDED.

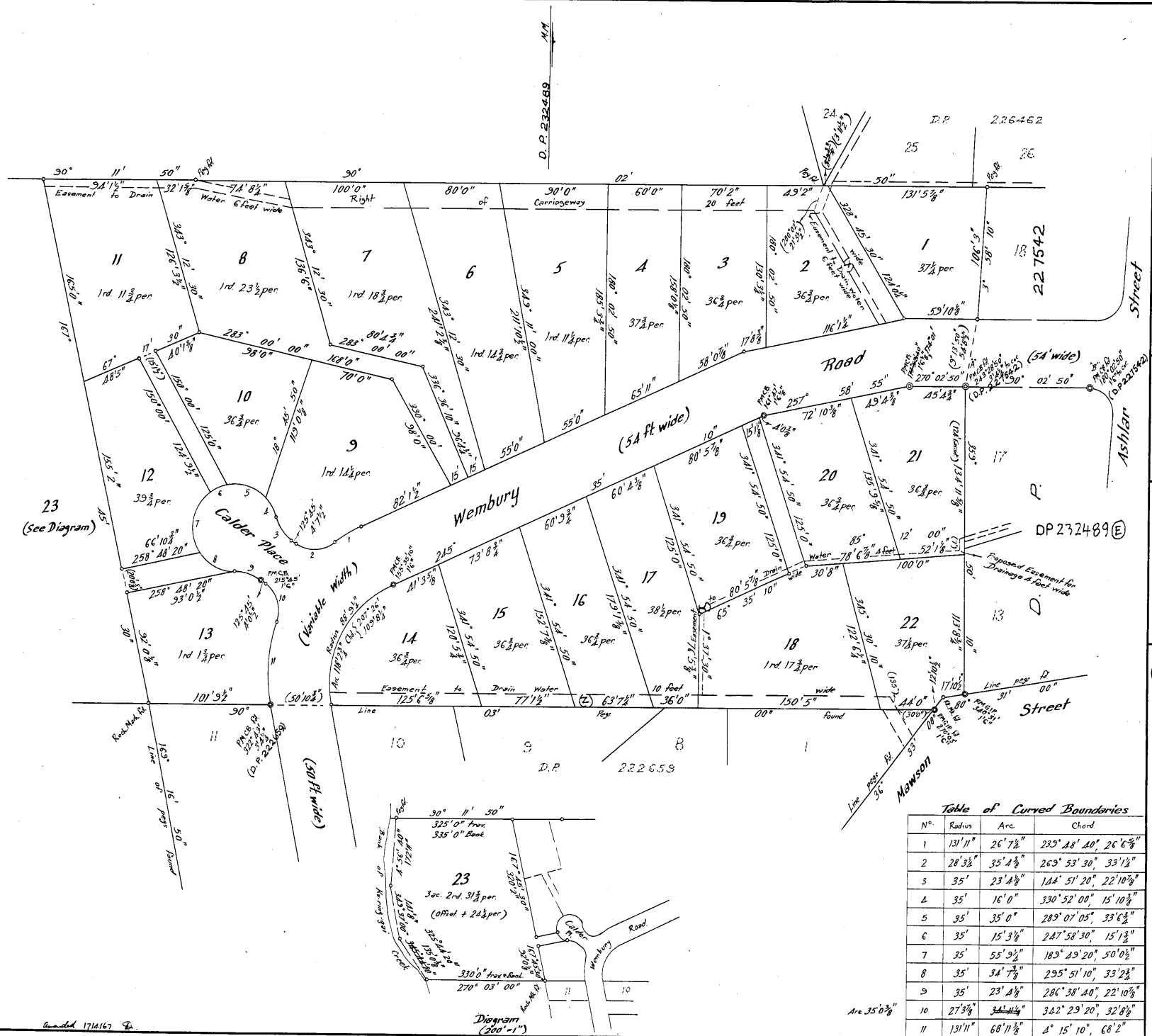


Table of Curved Boundaries

No.	Radius	Arc	Chord
1	131'11"	26'7¼"	239° 48' 40", 26'6⅝"
2	28'3¼"	35'4⅜"	269° 53' 30", 33'1¼"
3	35'	23'4⅛"	144° 51' 20", 22'10⅞"
4	35'	16'0"	330° 52' 00", 15'10⅜"
5	35'	35'0"	289° 07' 05", 33'6¾"
6	35'	15'3⅛"	247° 58' 30", 15'1¾"
7	35'	55'9¼"	189° 49' 20", 50'0½"
8	35'	34'7⅜"	295° 51' 10", 33'2¾"
9	35'	23'4⅛"	286° 38' 40", 22'10⅞"
10	27'3⅞"	~~34'11⅛"~~	342° 29' 20", 32'8⅛"
11	131'11"	68'11⅜"	4° 15' 10", 68'2"

Arc 35'0⅜"

D. P. 232489 (E)

Registered: 16.5.1967

C.A.: 66/136 of 21.10.1966

Title System: Torrens

Purpose: Subdivision

Ref. Map: Sh 5 Parish of Gordon

Last Plan D.P. 227542

PLAN OF subdivision of

Lot 14 in D.P. 227542

Scale: 60 feet to an inch

Mun./Shire

City: Ku-ring-gai

Locality: St Ives

Parish: Gordon

County: Cumberland

I, Boyne Corrigan Degotardi

of 29 Eucalyptus Road, St Ives

a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan

is accurate and has been made *~~(1) by me~~ (2) under my immediate supervision in accordance with the Survey Practice Regulations, 1933, and was completed on † 7-7-66

Signature B Degotardi

Surveyor registered under Surveyors Act, 1929, as amended. Datum Line of Azimuth. "A-B"

Statements of Dedications Easements.

(Signature and Seals to appear in panel provided.)

It is intended to dedicate the new roads, Wembury Road & Calder Place, to the Public. #

It is intended, pursuant to Section 88B of the Conveyancing Act, as amended, to create the following:-

1. Right of Carriageway 20 feet wide
2. Easements to Drain Water 6 feet wide
3. Easement to Drain Water 10 feet wide
4. Easement to Drain Water 4 feet wide

Inst. Filed as K675198

OFFICE USE ONLY.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

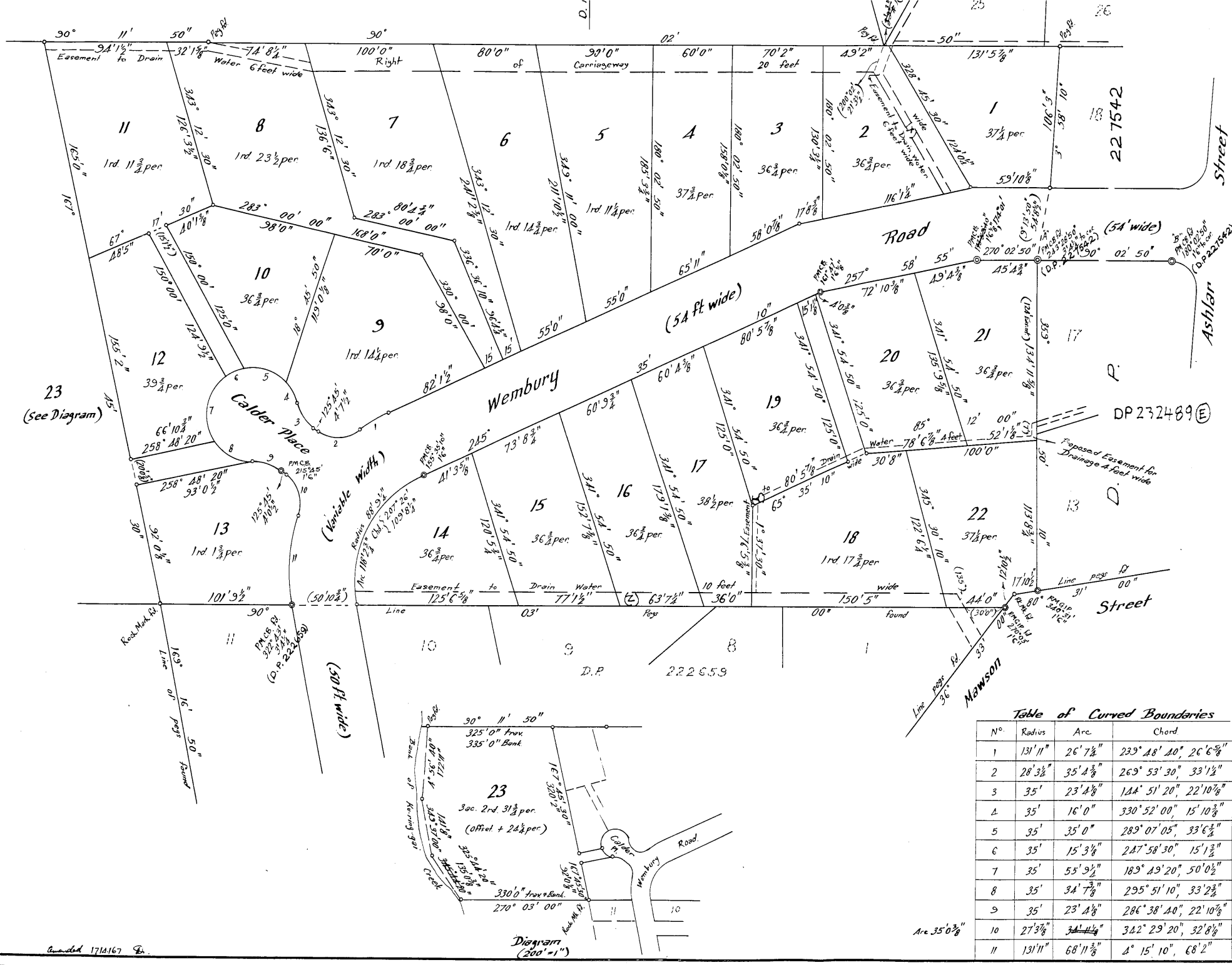
WARNING. Plan Drawing only to appear in this space.

WARNING. Plan Drawing only to appear in this space.

* Strike out either (1) or (2). † Insert date of survey.

No 2330

Req:R456995 /Doc:DP 0232489 P /Rev:07-Jul-1998 /NSW LRS /Pgs:ALL /Prt:06-Jul-2026 19:04 /Seq:1 of 3
© Office of the Registrar-General /Src:TRISearch /Ref:CV:26239



N°	Radius	Arc	Chord
1	131'11"	26'7¼"	239°48'40", 26'6⅝"
2	28'3½"	35'4⅜"	269°53'30", 33'1½"
3	35'	23'4⅜"	144°51'20", 22'10⅞"
4	35'	16'0"	330°52'00", 15'10⅜"
5	35'	35'0"	289°07'05", 33'6¾"
6	35'	15'3⅛"	247°58'30", 15'1¾"
7	35'	55'9½"	189°49'20", 50'0½"
8	35'	34'7⅞"	295°51'10", 33'2¾"
9	35'	23'4⅜"	286°38'40", 22'10⅞"
10	27'3⅞"	34'4½"	342°29'20", 32'8⅛"
11	131'11"	68'11⅜"	4°15'10", 68'2"

Arc 35'0⅜"

Purpose: SUB
Ref. Map: Sh
Last Plan D
PLAN OF subd
Lot 14
Scale: 6
Mun./Shire
City: Ku
Locality: St
Parish: Gor
County: Cum
I, Bayne Corrig
of 29 Eucalyp
a surveyor registered
amended, hereby certi
plan
is accurate and has b
immediate supervisio
Practice Regulations,
7-7-66
Signature
Surveyor registered u
Datum Line of Azim
Statements
(Signature and Seal
It is intended
Wembury Road
Public.
It is intended,
of the Conveya
create the follo
1 Right of Ca
2 Easements to
3 Easement to
4 Easement to
Inst. Fi

WARNING. Plan Drawing only to appear in this space.
* Strike out either
Req:R456995 /Doc:DP 0232489 P /Rev:07-Jul-1998 /NSW LRS /Pgs:ALL /Prt:06-Jul-2026 19:04 /Seq:2 of 3
© Office of the Registrar-General /Src:TRISearch /Ref:CV:26239

D. P. 232489 (E)

Registered: 16.5.1967

C.A.: 66/136 of 21.10.1966

Title System: Torrens

Purpose: Subdivision

Ref. Map: Sh.5 Parish of Gordon

Last Plan D.P. 227542

OFFICE USE ONLY. J.G. N1

PLAN OF *subdivision of*

Lot 14 in D.P. 227542

Scale: *60 feet* to an inch

Mun./Shire

City: *Ku-ring-gai*

Locality: *St Ives*

Parish: *Gordon*

County: *Cumberland*

I, *Bayne Corrigan Degotardi*

of *29 Eucalyptus Road St Ives*

a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan

is accurate and has been made *~~(1) by me~~ (2) under my immediate supervision in accordance with the Survey Practice Regulations, 1933, and was completed on † 1-7-66

Signature *B Degotardi*

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

Statements of Dedications Easements.

Signature and Seals to appear in panel provided.)

It is intended to dedicate the new road, Wembury Road & Calder Place, to the Public.

It is intended, pursuant to Section 88B of the Conveyancing Act, as amended, to create the following :-

1. Right of Carriageway 20 feet wide

2. Easements to Drain Water 6 feet wide.

3. Easement to Drain Water 10 feet wide

4. Easement to Drain Water 4 feet wide

Inst. Filed as K675198

* Strike out either (1) or (2). † Insert date of survey.

N° 2330

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

SIGNATURES AND SEALS ONLY.

THE COMMON SEAL OF AUTOMOBILE & GENERAL FINANCE COMPANY LIMITED WAS HEREUNTO AFFIXED IN THE PRESENCE OF:

Joseph F. Clarke

A/SECRETARY

DIRECTOR

I certify that the requirements of the Local Government Act, 1919, have been complied with in relation to the proposed subdivision and new road(s) set out herein.

SUBDIVISION

Council Clerk

I hereby certify that the requirements of the Local Government Act, 1919 (other than the requirements for registration of plans), have been complied with by the applicant in relation to the proposed sub-division and new road(s) set out herein.

Subdivision No. 66/136 Date 21.10.1966

Council Clerk

Approved by Council.

The Common Seal of The Council of the

was hereunto affixed on pursuant to a resolution

of Council passed on

Council Clerk

Mayor/President

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 232489

FEET	INCHES	METRES
-	2 3/8	0.060
1	6	0.457
1	6 1/8	0.460
3	4 1/4	1.022
3	11 1/2	1.207
4	-	1.219
4	0 3/8	1.229
4	0 1/2	1.232
4	7 1/2	1.410
6	-	1.829
7	-	2.134
10	-	3.048
12	10 1/2	3.924
15	-	4.572
15	1 1/8	4.601
15	1 1/2	4.610
15	1 3/4	4.616
15	3 1/8	4.651
15	4 3/8	4.683
15	10 3/8	4.836
16	-	4.877
17	8 3/8	5.394
17	10 1/2	5.448
20	-	6.096
20	0 5/8	6.112
21	3 1/2	6.490
22	10 7/8	6.982
23	3 7/8	7.109
23	4 1/8	7.115
23	4 7/8	7.134
26	6 5/8	8.093
26	7 1/4	8.109
27	3 7/8	8.328
28	3 1/4	8.617
30	-	9.144
30	8	9.347
32	1 5/8	9.795
32	8 1/8	9.960
33	1 1/4	10.090
33	2 3/4	10.128
33	6 3/4	10.230
34	7 3/8	10.551
34	7 3/8	10.551
35	-	10.668
35	0 3/8	10.678
35	4 3/8	10.779
35	4 3/8	10.779
36	-	10.973
40	1 3/8	12.227
41	3 5/8	12.589
44	-	13.411
45	4 3/4	13.837
48	5	14.757
49	2	14.986
49	4 3/8	15.046
50	-	15.240
50	0 1/2	15.253
50	10 3/4	15.513
52	1 1/8	15.878
54	-	16.459
54	8 1/2	16.675
55	-	16.764
55	9 1/4	16.999
58	0 7/8	17.701
59	10 1/8	18.240
60	-	18.288
60	4 3/8	18.399
60	9 3/4	18.536
63	7 1/4	19.387
65	11	20.091
66	10 3/4	20.390
68	2	20.777
68	11 3/8	21.015
70	-	21.336
70	2	21.387
72	10 3/8	22.209
73	8 3/4	22.473

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 232489 CONTINUED

FEET	INCHES	METRES
74	8 1/4	22.765
76	5 3/8	23.301
77	1 1/2	23.508
78	6 7/8	23.949
80	-	24.384
80	4 3/4	24.505
80	5 7/8	24.533
82	1 1/2	25.032
88	9 1/4	27.057
90	-	27.432
92	0 1/8	28.045
93	0 1/2	28.359
94	1 1/2	28.689
96	4 1/4	29.369
98	-	29.870
100	-	30.480
101	9 1/2	31.026
106	3	32.385
109	8 1/4	33.433
113	8 3/4	34.665
116	1 1/4	35.389
118	2 3/4	36.036
119	0 1/8	36.274
120	5 3/4	36.722
122	6 1/4	37.344
124	-	37.795
124	0 1/4	37.802
124	9 1/2	38.037
125	-	38.100
125	6 5/8	38.268
126	3 1/2	38.494
130	3 1/4	39.707
131	5 7/8	40.078
131	11	40.208
134	11 5/8	41.138
135	0 3/8	41.158
135	9 5/8	41.392
136	6	41.605
141	8	43.180
150	5	45.847
152	7 3/8	46.517
155	2	47.295
158	0 1/8	48.162
165	-	50.292
168	-	51.206
172	11	52.705
179	1 3/8	54.594
185	3 3/4	56.483
211	10 1/2	64.580
241	2 3/8	73.517
320	2	97.587
325	-	99.060
330	-	100.584
335	-	102.108
990	-	301.752

AC	RD	P	SQ M
-	-	24 1/4	613.4
-	-	27 1/4	689.2
-	-	36 3/4	929.5
-	-	37 1/4	942.2
-	-	37 3/4	954.8
-	-	38 1/2	973.8
-	-	39 3/4	1005
-	1	1 3/4	1056
-	1	11 1/4	1296
-	1	11 3/4	1309
-	1	14 1/4	1372
-	1	14 3/4	1385
-	1	17 3/4	1461
-	1	18 3/4	1486
-	1	23 1/2	1606
-	1	23.8	1614

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 232489 CONTINUED

AC	RD	P	HA
3	2	31 3/4	1.497

Req:R456995 /Doc:DP 0232489 P /Rev:07-Jul-1998 /NSW LRS /Pgs:ALL /Prt:06-Jul-2026 19:04 /Seq:3 of 3
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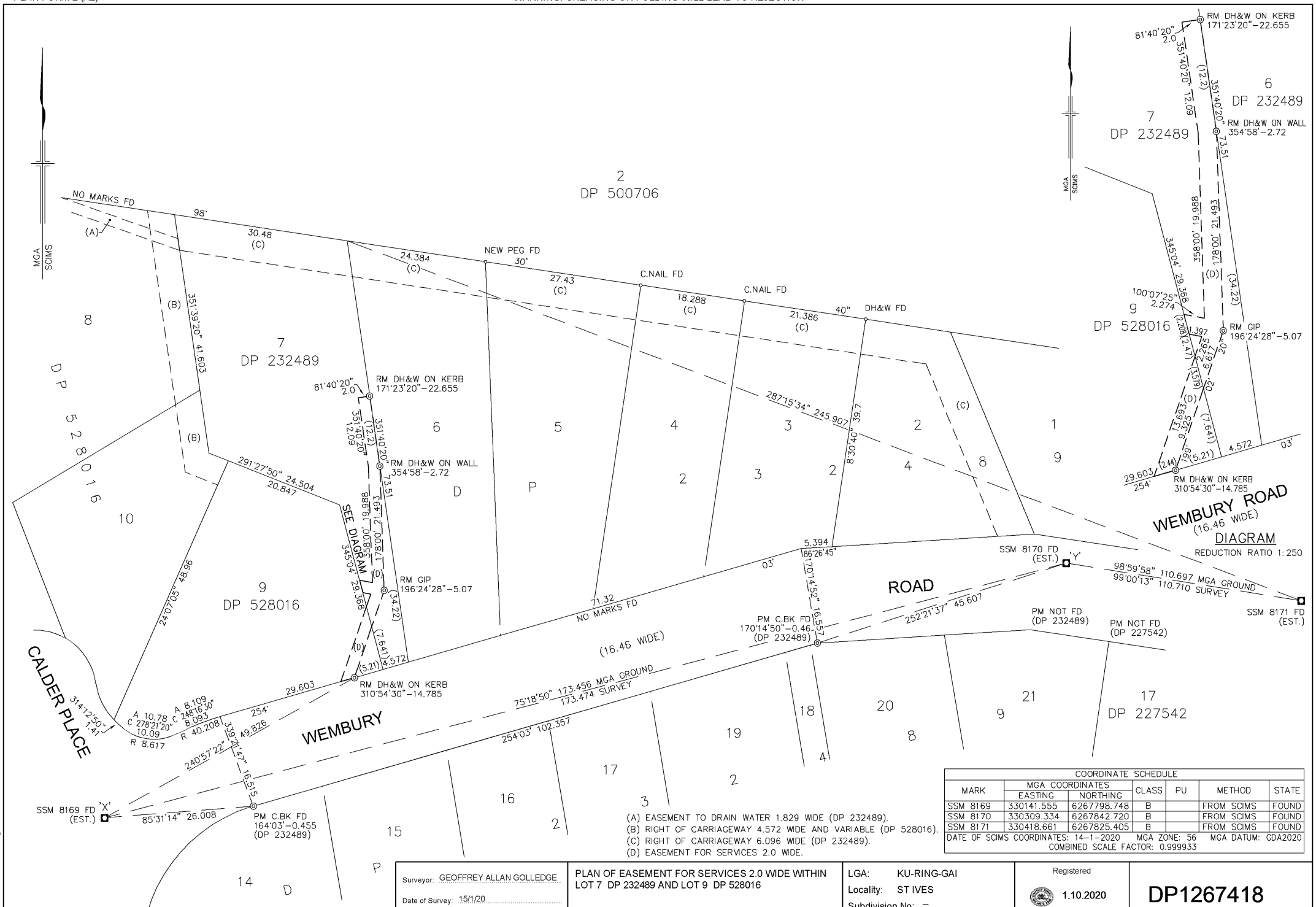

(A) EASEMENT TO DRAIN WATER 1.829 WIDE (DP 232489).
(B) RIGHT OF CARRIAGEWAY 4.572 WIDE AND VARIABLE (DP 528016).
(C) RIGHT OF CARRIAGEWAY 6.096 WIDE (DP 232489).
(D) EASEMENT FOR SERVICES 2.0 WIDE.

COORDINATE SCHEDULE						
MARK	MGA COORDINATES		CLASS	PU	METHOD	STATE
	EASTING	NORTHING				
SSM 8169	330141.555	6267798.748	B		FROM SCIMS	FOUND
SSM 8170	330309.334	6267842.720	B		FROM SCIMS	FOUND
SSM 8171	330418.661	6267825.405	B		FROM SCIMS	FOUND

DATE OF SCIMS COORDINATES: 14-1-2020 MGA ZONE: 56 MGA DATUM: GDA2020
COMBINED SCALE FACTOR: 0.999933

Surveyor: GEOFFREY ALLAN GOLLEDGE
Date of Survey: 15/1/20
Surveyor's Ref: 256.17

PLAN OF EASEMENT FOR SERVICES 2.0 WIDE WITHIN LOT 7 DP 232489 AND LOT 9 DP 528016

LGA: KU-RING-GAI
Locality: ST IVES
Subdivision No: –
Lengths are in metres. Reduction Ratio 1: 400

Registered
1.10.2020

DP1267418

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

Req:R456992 /Doc:DP 1267418 P /Rev:01-Oct-2020 /NSW LRS /Pgs:ALL /Prt:06-Jul-2026 19:04 /Seq:1 of 4
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Req:R456992 /Doc:DP 1267418 P /Rev:01-Oct-2020 /NSW LRS /Pgs:ALL /Prt:06-Jul-2026 19:04 /Seq:2 of 4
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ePlan

PLAN FORM 6 (2019)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)

Office Use only

Registered: 1.10.2020

Title System: TORRENS

Office Use only

DP1267418

PLAN OF EASEMENT FOR SERVICES 2.0 WIDE WITHIN LOT 7 DP 232489 AND LOT 9 DP 528016

LGA: KU-RING-GAI
Locality: ST IVES
Parish: GORDON
County: CUMBERLAND

Survey Certificate

I, GEOFFREY ALLAN GOLLEDGE

of PO Box 132, MAITLAND NSW 2320

a surveyor registered under the Surveying and Spatial Information Act 2002, certify that:

**(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on* 15/1/20*, or*

~~**(b) The part of the land shown in the plan (*being/*excluding ^ .....) was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on, ... the part not surveyed was compiled in accordance with that Regulation, or*~~

~~**(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017*~~

Datum Line: 'X' - 'Y'

*Type: *Urban/*~~Rural~~*

*The terrain is *~~Level-Undulating / *Steep-Mountainous.~~*

Signature: ..... Dated: 26/5/20

Surveyor Identification No.: 1125

Surveyor registered under the Surveying and Spatial Information Act 2002

**Strike out inappropriate words.*

^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Crown Lands NSW/Western Lands Office Approval

I, ...(Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, ...

*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.6.15 of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

Accreditation number: .....

Consent Authority: .....

Date of endorsement: .....

Subdivision Certificate number: .....

File number: .....

*Strike through if inapplicable.

Plans used in the preparation of survey/~~compilation.~~

DP 232489
DP 528016

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

Surveyor's Reference: 256.17

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Req:R456992 /Doc:DP 1267418 P /Rev:01-Oct-2020 /NSW LRS /Pgs:ALL /Prt:06-Jul-2026 19:04 /Seq:3 of 4
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ePlan

PLAN FORM 6A (2019)	**DEPOSITED PLAN ADMINISTRATION SHEET**	Sheet 2 of 3 sheet(s)

Office Use only

Registered: 1.10.2020

Office Use only

DP1267418

PLAN OF EASEMENT FOR SERVICES 2.0 WIDE WITHIN LOT 7 DP 232489 AND LOT 9 DP 528016

Subdivision Certificate number: .....

Date of Endorsement:. .....

This sheet is for the provision of the following information as required:
- A Schedule of lots and addressess - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919.*
- Signatures and seals - see 195D *Conveyancing Act 1919.*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
7	21	WEMBURY	ROAD	ST IVES
9	23	WEMBURY	ROAD	ST IVES

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO CREATE:—

1) EASEMENT FOR SERVICES 2.0 WIDE

.....
WAYNE DOUGLAS SOUTAR

.....
LOUISE ANNE SOUTAR

.....
MICKEY ROH

.....
EMMA ROH

If space is insufficient use additional annexure sheet

Surveyor's Reference: 256.17

Req:R456992 /Doc:DP 1267418 P /Rev:01-Oct-2020 /NSW LRS /Pgs:ALL /Prt:06-Jul-2026 19:04 /Seq:4 of 4
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ePlan

PLAN FORM 6A (2019)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 3 sheet(s)

Office Use only

Registered: 1.10.2020

Office Use only

DP1267418

PLAN OF EASEMENT FOR SERVICES 2.0 WIDE WITHIN LOT 7 DP 232489 AND LOT 9 DP 528016

Subdivision Certificate number: .....

Date of Endorsement:. .....

This sheet is for the provision of the following information as required:
- A Schedule of lots and addressess - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919.*
- Signatures and seals - see 195D *Conveyancing Act 1919.*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Signed for and on behalf of
WESTPAC BANKING CORPORATION
ABN 33 007 457 141
by its Attorney:

Antonio Varricchio
Tier Three Attorney
The Mortgage Centre

Power of Attorney registered at Land and Property Information NSW Book 4299 No. 332

I certify that the applicant, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of Witness:

Name of Witness: Debra Verrall

Address of Witness: 25 Pierson Street
LOCKLEYS SA 5032

Daytime telephone number of Witness:
1300 738 895

SIGNED FOR AND ON BEHALF OF WESTPAC BANKING CORPORATION UNDER MORTGAGE NO. AK127533 ~~AC127523~~

If space is insufficient use additional annexure sheet

Surveyor's Reference: 256.17

Req:R456994 /Doc:DP 0232489 B /Rev:07-Jul-1998 /NSW LRS /Pgs:ALL /Prt:06-Jul-2026 19:04 /Seq:1 of 3
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Koll K 1005

K 675198

No Fee
16/5/67

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

Sheet 1 of 3 sheets

PART 1

Plan DP232489

Subdivision of Certificate of Title Volume 10349 Folio 127 covered by Council Clerk's Certificate No. 66/136

Full name and address of Proprietor of the land: Garden Grove Estates Pty. Limited (in Liquidation) C/- Messrs. Hamilton & Ferrier 4 Bridge Street, Sydney.

Full name and address of Mortgagee of the land: Automobile & General Finance Company Limited of 56-58 Young Street, Sydney

1. Identity of easement or restriction firstly referred to in above-mentioned plan. Right of Carriageway 20 feet wide.

Schedule of Lots, etc. affected

Lots burdened	Lots Benefited
2	1, 3, 4, 5, 6, 7, 8, ~~9, 10~~
3	4, 5, 6, 7, 8, ~~9, 10~~
4	5, 6, 7, 8, ~~9, 10~~
5	6, 7, 8, ~~9, 10~~
6	7, 8, ~~9, 10~~
7	8, ~~9, 10~~

THE COMMON SEAL of AUTOMOBILE & GENERAL FINANCE COMPANY LIMITED was hereunto duly affixed in the presence of:)

Joseph F. Clark
Acting Secretary

Peter Lurie
Directors

Approved by Ku-ring-gai Municipal Council

Town Clerk

Req:R456994 /Doc:DP 0232489 B /Rev:07-Jul-1998 /NSW LRS /Pgs:ALL /Prt:06-Jul-2026 19:04 /Seq:2 of 3
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K675198 Roll A/085

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

PART 1

Plan: DP232489

Subdivision of Certificate of Title Volume 10349 Folio 127 covered by Council Clerk's Certificate No. 66/136

2. Indentity of easement or restriction secondly referred to in above-mentioned plan: Easement to Drain Water 6 feet wide

Schedule of Lots Affected

Lots Burdened	Lots or Authority Benefited
1	Ku-ring-gai Municipal Council
2	Ku-ring-gai Municipal Council
8	7
11	7, 8

3. Identity of easement or restriction thirdly referred to in above-mentioned plan: Easement to Drain Water 10 feet wide

Schedule of Lots Affected

Lots Burdened	Lots or Authority Benefited
14, 15, 16, 17, 18, 22	Ku-ring-gai Municipal Council

THE COMMON SEAL of AUTOMOBILE & GENERAL FINANCE COMPANY LIMITED was hereunto duly affixed in the presence of:

Directors

Acting / Secretary

Approved by Ku-ring-gai Municipal Council

Town Clerk

Req:R456994 /Doc:DP 0232489 B /Rev:07-Jul-1998 /NSW LRS /Pgs:ALL /Prt:06-Jul-2026 19:04 /Seq:3 of 3
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K 675 198

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

Plan: DP232489

PART 1

Subdivision of Certificate of Title Volume 10349 Folio 127 covered by Council Clerk's Certificate No. 66/136

4. Identity of easement or restriction fourthly referred to in above-mentioned plan

Easement to Drain Water 4 feet wide

Schedule of Lots Affected

Lots Burdened	Lots or Authority benefited
20	21
19	18, 20, 21
18	19, 20, 21

THE COMMON SEAL of AUTOMOBILE & GENERAL FINANCE COMPANY LIMITED was hereunto duly affixed in the presence of:

Directors

acting Secretary

Approved by Ku-ring-gai Municipal Council

Town Clerk

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.

14.5.1967

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

Plan: DP528016

PART 1.

Subdivision covered by Council Clerk's Certificate No. 19 of 1968.

Full name and address of proprietor of the land.	Garden Grove Estates Pty.Limited (in liquidation) c/- Messrs. Hamilton & Ferrier, 4 Bridge Street, Sydney.
Full name and address of mortgagee of the land.	Automobile & General Finance Company Limited, 56 Young Street, Sydney.
1. Identity of easement or restriction referred to in abovementioned plan	Right of Carriageway 15 feet wide, and variable width.

Schedule of lots etc., affected.

Lots burdened.	Lots, name of road, or Authority, benefited.
8	9, 10
10	9.

THE COMMON SEAL of AUTOMOBILE & GENERAL FINANCE COMPANY LIMITED was hereto duly affixed in the presence of:

Secretary

Director

Mortgage under Mortgagors Numbers J614871 and J888539

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

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 5th May, 1986

Req:R456398 /Doc:DP 0528016 B /Rev:10-Sep-1992 /NSW LRS /Pgs:ALL /Prt:06-Jul-2026 19:04 /Seq:1 of 1
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No. 69 JUN 10 AM 11 22 69 JUN 9 PM 3 17

R.P. 13A

FEES:—
Lodgment
Endorsement

REGISTRAR GENERAL · NEW SOUTH WALES

NEW SOUTH WALES 10 06 15

New South Wales

$ =0075

STAMP DUTY

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

$13.00
10.6.69

This form may be used where new restrictive covenants are imposed or easements created or where the simple transfer form is unsuitable.

(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.

All blanks should be ruled up before signing.

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

~~I,~~ AUTOMOBILE & GENERAL FINANCE COMPANY LIMITED of 56 Young Street, Sydney, being the mortgagee under Memoranda of Mortgage Nos. J614871 and J888539 dated 13th March 1964 and 12 January 1965 from Garden Grove Estates Pty Limited the registered proprietor of an estate in fee simple marked Generally

~~(herein called transferor)~~

~~being registered as the proprietor of an estate in fee simple~~[a] in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified by memorandum underwritten or endorsed hereon ~~hereunder,~~ in consideration of FOUR THOUSAND EIGHT HUNDRED AND TWENTY DOLLARS NINETY EIGHT CENTS ($4,820.98) (the receipt whereof is hereby acknowledged) paid to it by

NETHERBY HALL PTY LIMITED

~~do hereby transfer to~~

do hereby in exercise of its power of sale as such Mortgagee transfer to

b NETHERBY HALL PTY LIMITED a Company duly incorporated in the State of New South Wales having its registered office at 38 Pitt Street, Sydney in the said State

(herein called transferee)

all the estate and interest of the said Mortgagor or other the registered proprietor of ~~ALL such Estate and Interest in~~ ALL THE land mentioned in the schedule following:—

b 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.

c The description may refer to the defined residue of the land in a certificate or grant (e.g. "And being residue after transfer number ") 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 D.P. ").

Unless authorised by Reg. 53, Conveyancing Act Regulations, 1961, a plan may not be annexed to or endorsed on this transfer form.

County	Parish	Reference to Title			Description of Land[c] (if part only)
		Whole or Part	Vol.	Fol.	
CUMBERLAND	GORDON	WHOLE	10810 10810	135 136	

33137B

25787—W 1,68 K 1165—4 St 437—1 V. C. N. BLIGHT GOVERNMENT PRINTER

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And ~~the transferee covenant(s) with the transferor~~[d]

And the Transferee doth hereby for itself its successors and assigns covenant with the Transferor its successors and assigns:

a) That no paling fence shall be erected or permitted to remain as a dividing fence along or within any of the side and/or rear boundaries of the land hereby transferred.

b) That the expression "the land hereby transferred" where herein used shall be deemed to refer separately and severally to each lot hereby transferred and the restrictions in this covenant contained shall apply to each lot as if the Transferee had given separate covenants in respect of each lot.

The benefit of the foregoing covenant (a) shall be appurtenant to the land in Deposited Plan No. 232489 and each and every lot therein other than the land hereby transferred. The burden of the foregoing covenant (a) is upon the land hereby transferred and each and every lot therein. The said covenant shall be released varied or modified so far as any particular lot is concerned by the Transferor so long as it retains any estate or interest in any lot included in the said Deposited Plan.

c) That no fence shall be erected on the land hereby transferred to divide it from any adjoining land in which the Transferor has any estate or interest without the consent of the Transferor its successors and assigns but such consent shall not be withheld if such fence is erected without expense to the Transferor its successors and assigns and in favour of any person dealing with the Transferee or its assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.

The benefit of the foregoing covenant (c) shall be appurtenant to any adjoining land in which the Transferor has any estate or interest but only during the existence of such estate or interest. The burden of the foregoing covenant (c) is upon the land hereby transferred. The said covenant may be released varied or modified by the Transferor so long as it holds any estate or interest in such adjoining land.

d Strike out if unnecessary suitably adjust,
(i) if any easements are to be created or any exceptions 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.

e A very short note will suffice.

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

Reservations and conditions, if any, contained in the Crown Grant

As to Certificates of Title Volume 10810 Folios 135 & 136
~~Mortgage No. L to Automobile & General Finance Company Limited~~

As to Certificate of Title Volume 10810 Folio 136

Right of carriage way affecting part of the said land created by registration of Deposited Plan No. 528016

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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 Commissioner's 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.

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

h 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 5th day of June 19 69.

THE COMMON SEAL of AUTOMOBILE & GENERAL FINANCE COMPANY LIMITED was hereunto duly affixed in the presence of:

SECRETARY

X

Transferor.*

DIRECTORS

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

THE COMMON SEAL of NETHERBY HALL PTY LIMITED was hereunto duly affixed in the presence of:

Common Seal

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.[g]

Signed at the day of 19 .

Signed in the presence of—

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

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

* 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 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; 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. L457935

Lodged by R. D. MEAGHER, KINLEY & COMANS
SOLICITORS
Address 187-191 Macquarie Street,
SYDNEY - 2000
Phone No. phone: 221-1099

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

who is personally known to me

Mortgagee.

DOCUMENTS LODGED HEREWITH
To be filled in by person lodging dealing

1. 2 Mtges
2.
3.
4.
5.
6.
7.

Received Docs.
Nos.
Receiving Clerk

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

Indexed

MEMORANDUM OF TRANSFER Cost.

Checked by

Particulars entered in Register Book 13-6-1969

Passed (in S.D.B.) by

at 2 pm.

Signed by

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.

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Req:R456993 /Doc:DP 1267418 B /Rev:01-Oct-2020 /NSW LRS /Pgs:ALL /Prt:06-Jul-2026 19:04 /Seq:1 of 4
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

DP1267418

Plan of Easement for Services 2.0 wide within Lot 7 DP 232489 And Lot 9 DP 528016

Full name & address of Proprietors of the land:

Wayne Douglas Soutar
Louise Anne Soutar

21 Wembury Road
St Ives NSW 2075

Mickey Roh
Emma Roh

23 Wembury Road
St Ives NSW 2075

PART I (CREATION)

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) Road(s), bodies or Prescribed Authorities
1	Easement for Services 2 wide	9/528016 7/232489	7/232489 6/232489 9/528016 6/232489

Name of Persons and/or Authority having the power to release, vary or modify Terms of Easement firstly referred to in the plan:

Owners of Lots Burdened and Benefitted

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

DP1267418

Plan of Easement for Services 2.0 wide within Lot 7 DP 232489 And Lot 9 DP 528016

.....
Wayne Douglas Soutar

.....
Signature of Witness

DUSTIN MCCLUNG
Name of Witness

19 WEMBURY RD
ST IVES NSW
Address of Witness

.....
Louise Anne Soutar

.....
Signature of Witness

DUSTIN MCCLUNG
Name of Witness

19 WEMBURY RD
ST IVES NSW
Address of Witness

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

DP1267418

Plan of Easement for Services 2.0 wide within Lot 7 DP 232489 And Lot 9 DP 528016

.....
Mickey Roh

.....
Signature of Witness

Sophia Lee
Name of Witness

49 Ada Ave,...

Wahroonga 2076
Address of Witness

.....
Emma Roh

.....
Signature of Witness

Sophia Lee
Name of Witness

49 Ada Ave,

Wahroonga 2076
Address of Witness

Req:R456993 /Doc:DP 1267418 B /Rev:01-Oct-2020 /NSW LRS /Pgs:ALL /Prt:06-Jul-2026 19:04 /Seq:4 of 4
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ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

DP1267418

Plan of Easement for Services 2.0 wide within Lot 7 DP 232489 And Lot 9 DP 528016

.....

Signed for and on behalf of Westpac Banking Corporation under Mortgage No. - AK127523

Signed for and on behalf of
WESTPAC BANKING CORPORATION
ABN 33 007 457 141
by its Attorney: Antonio Varricchio
Tier Three Attorney
The Mortgage Centre

Power of Attorney registered at Land and Property Information NSW Book 4299 No. 332

I certify that the applicant, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of Witness:

Name of Witness: Debra Verrall

Address of Witness: 25 Pierson Street
LOCKLEYS SA 5032

Daytime telephone number of Witness: 1300 738 895

REGISTERED 1.10.2020

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

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

PROPERTY DETAILS

Address: **23 Wembury Road ST IVES NSW 2075**

Lot Description: **Lot 9 DP 528016**

CERTIFICATE DETAILS

Certificate No: **ePC2363/26** **Certificate Date:** **07/07/2026**

Certificate Type: **Section 10.7(2)**

APPLICANT DETAILS

REF: CV:26239

Infotrack
Gpo Box 4029
SYDNEY NSW 2000

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.

Sydney Regional Environmental Plan No.20 - Hawkesbury Nepean River.

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
State Environmental Planning Policy (Housing) 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.

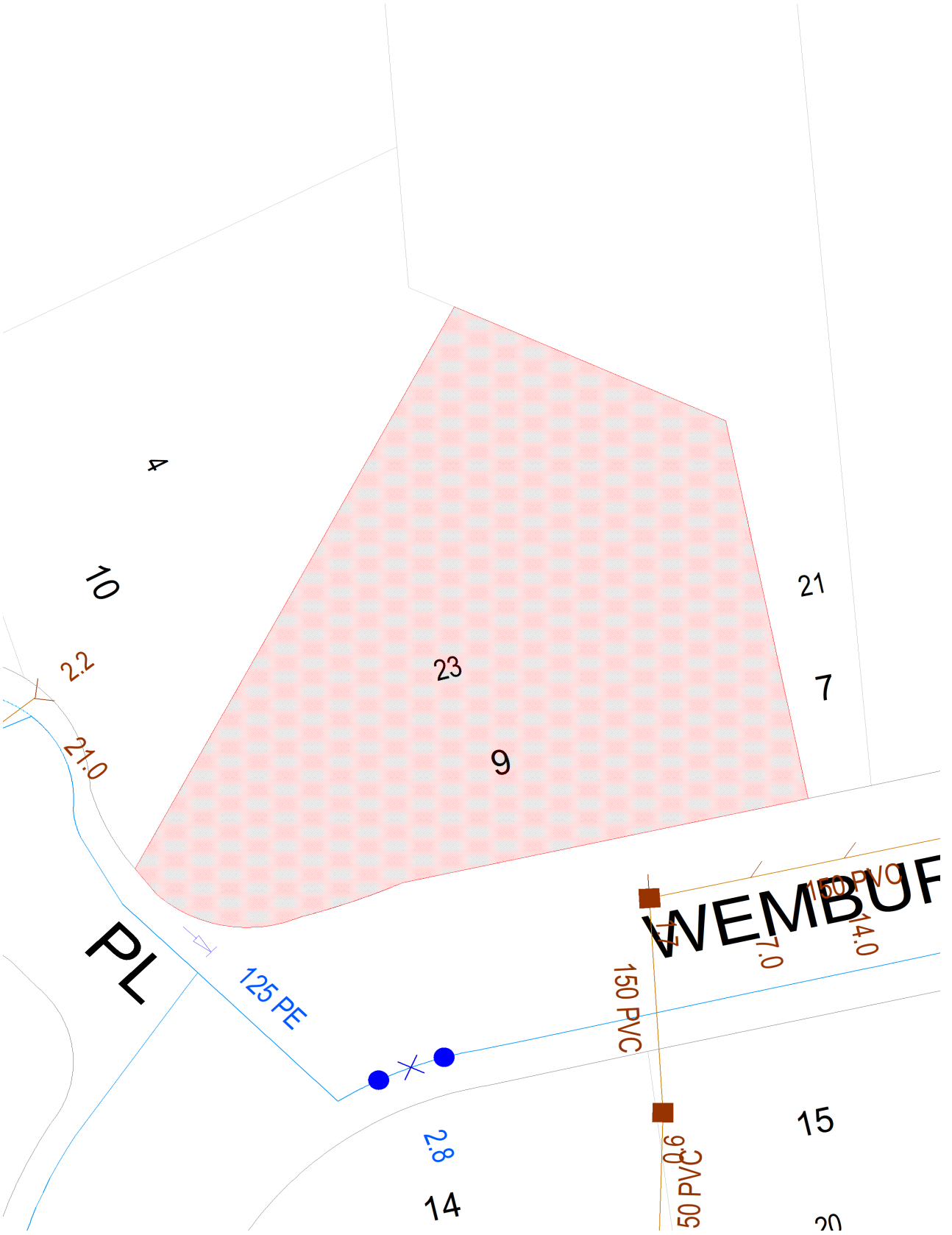
***SPECIAL NOTE**: If you have any concerns about land contamination beyond the information described in this certificate, you should contact the NSW Environmental Protection Authority. Tel: 131 555 or email info@environment.nsw.gov.au.*



David Marshall
General Manager

Service Location Print

Application Number: 8005379252



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Disclaimer

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

Asset Information

Legend

Sewer

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

Pressure Sewer

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

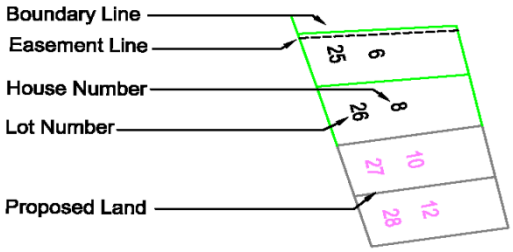
Vacuum Sewer

Pressure Sewer Main
Division Valve
Vacuum Chamber
Clean Out Point

Stormwater

Stormwater Pipe
Stormwater Channel
Stormwater Gully
Stormwater Maintenance Hole

Property Details



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

Water

WaterMain - Potable (with size type text) — 200 PVC
Disconnected Main - Potable
Proposed Main - Potable
Water Main - Recycled
Special Supply Conditions - Potable
Special Supply Conditions - Recycled
Restrained Joints - Potable
Restrained Joints - Recycled
Hydrant
Maintenance Hole
Stop Valve
Stop Vale with By-pass
Stop Valve with Tapers
Closed Stop Valve
Air Valve
Valve
Scour
Reducer / Taper
Vertical Bends
Reservoir
Recycled Water is shown as per Potable above. Colour as indicated

Private Mains

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

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

Pipe Types

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

Further Information

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

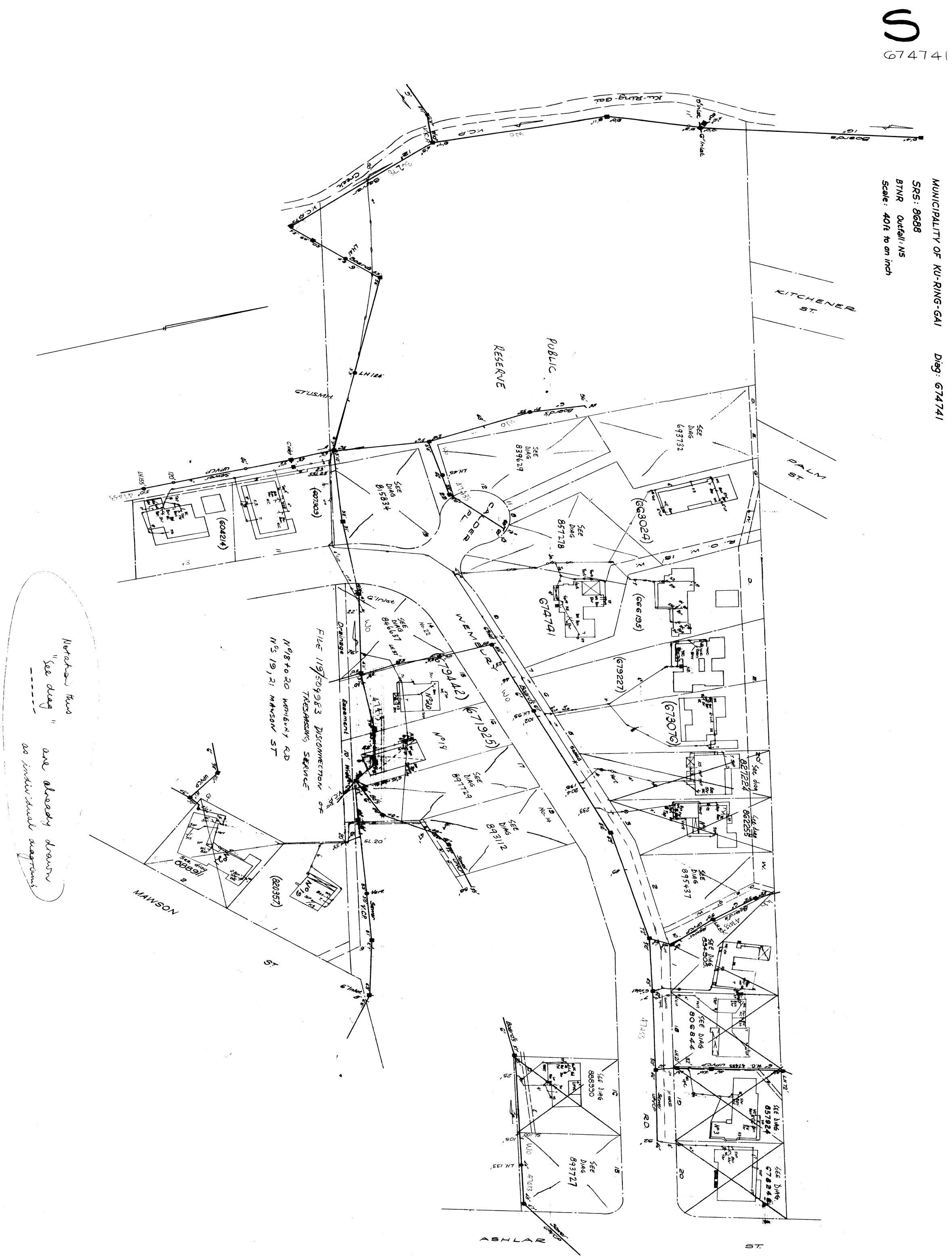
For general enquiries please call the Customer Contact Centre on 132 092

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

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

Sewer Service Diagram

Application Number: 8005379205



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

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
   (a) What are the nature and provisions of any tenancy or occupancy?
   (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
   (c) Please specify any existing breaches.
   (d) All rent should be paid up to or beyond the date of completion.
   (e) Please provide details of any bond together with the Rental Bond Board's reference number.
   (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (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 and recorded as the owner of the Property on the strata roll, free from all other interests.
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 together with a notice under Section 22 of the *Strata Schemes Management Act 2015* (NSW) (*Act*).
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal 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

11. 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.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
    (a) to what year has a return been made?
    (b) what is the taxable value of the Property for land tax purposes for the current year?
13. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

14. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
    (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 on the Property? If so, it should be handed over on completion. Please provide a copy in advance.

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(d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *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) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.

(g) Has any work been carried out by the vendor on the Property or the common property? If so:
  (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
  (ii) does the vendor have any continuing obligations in relation to the common property affected?

(h) Have any actions been taken, including 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.

17. Is the vendor aware of any proposals to:
(a) resume the whole or any part of the Property or the common property?
(b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
(c) deal with, acquire, transfer, lease or dedicate any of the common property?
(d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
(e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
(f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
(g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?

18.
(a) Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common 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 or the common property?. If so please provide details and indicate if there are any proposals for amendment or revocation?

19. In relation to any swimming pool on the Property or the common property:
(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.

20.
(a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
(b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW) affecting the strata scheme?

Affectations, notices and claims

21. In respect of the Property and the common property:
(a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
(b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any rights appurtenant to them?
(c) Is the vendor aware of:
  (i) any road, drain, sewer or storm water channel which intersects or runs through them?
  (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
  (iii) any latent defects in them?
(d) Has the vendor any notice or knowledge of them being affected by the following:
  (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.

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

(iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.

(iv) any realignment or proposed realignment of any road adjoining them?

(v) 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 such as cladding?

(e) If the Property or common 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?

22.

(a) 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

(ii) 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.

Applications, Orders etc

23. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.

24. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.

25. Are there any:

(a) orders of the Tribunal;

(b) notices of or investigations by the Owners Corporation;

(c) notices or orders issued by any Court; or

(d) notices or orders issued by the Council or any public authority or water authority,

affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.

26. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.

27. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?

28. Has any proposal been given by any person or entity to the Owners Corporation or to the Vendor for:

(a) a collective sale of the strata scheme; or

(b) a redevelopment of the strata scheme (including a strata renewal proposal)?

If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

29. Has the initial period expired?

30. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?

31. If the Property includes a utility lot, please specify the restrictions.

32. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?

33. Has an appointment of a strata managing agent and/or a building manager been made? If so:

(a) who has been appointed to each role;

(b) when does the term or each appointment expire; and

(c) what functions have been delegated to the strata managing agent and/or the building manager.

34. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.

35. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.

36. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the *Strata Schemes Management Act 2015* (NSW)? If so, has the memorandum been modified? Please provide particulars.

37. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015* (NSW)? If so, are there any proposals to amend the registered building management statement?

38. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have they been consolidated? If so, please provide particulars.

39. Are there any pending proposals to amend or repeal the current by-laws or to add to them?

40. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term rental accommodation arrangements?
41. If not attached to the Contract, a strata information certificate under Section 184 of the *Strata Schemes Management Act 2015* (NSW) should be served on the purchaser at least 7 days prior to completion.
42. Has the Owners Corporation met all of its obligations under the *Strata Schemes Management Act 2015* (NSW) relating to:
    (a) insurances;
    (b) fire safety;
    (c) occupational health and safety;
    (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989* (NSW);
    (e) the preparation and review of the 10 year plan for the capital works fund; and
    (f) repair and maintenance.
43. Is the secretary (NSW Fair Trading) in receipt of a building bond for any building work on a building that is part of the Property or the common property? If so, has any application to claim or realise any amount of it been made?
44. Has an internal dispute resolution process been established? If so, what are its terms?
45. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

46. 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

47. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 7 days prior to completion.
48. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
49. If any document required 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.
50. If the vendor holds a certificate of title, it must be delivered to the purchaser immediately after completion or as directed by the purchaser, in accordance with the Contract.
51. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
52. The purchaser reserves the right to make further requisitions prior to completion.
53. 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

54. 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) 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) for all the buildings in the strata plan? If so, when was it made?
    (c) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
    (d) 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.

Building Commission NSW

NSW Swimming Pool Register

Certificate of Registration

Section 30C – Swimming Pools Act 1992

Pool No:	ff5e77a4
Property Address:	23 WEMBURY RD, ST IVES NSW 2075
Date of Registration:	28/10/2013
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	in ground

The swimming pool at the above premises has been registered in accordance with Section 30B of the Swimming Pools Act 1992.

The issue of this certificate does not negate the need for regular maintenance of the pool to ensure it is compliant with the Swimming Pools Act 1992.

Please remember:

- **Children should be supervised by an adult at all times when using your pool**
- **Regular pool barrier maintenance**
- **Pool gates must be closed at all times**
- **Don't place climbable articles against your pool barrier**
- **Remove toys from the pool area after use**

You may be required to obtain a Certificate of Compliance before you lease or sell your property.

Contact your council for further information.

This is NOT a Certificate of Compliance

Building Commission NSW

NSW Swimming Pool Register

Certificate of Non-Compliance

Clause 21 – Swimming Pools Regulation 2018

Pool No:	ff5e77a4
Property Address:	23 WEMBURY RD, ST IVES NSW 2075
Date of Inspection:	16/09/2026
Expiry Date:	16/09/2027
Issuing Authority:	Alexander Stephandellis - Registered Certifier - bdc2594

Did not comply with AS1926 Set 2012.

The swimming pool at the above property DOES NOT COMPLY with Part 2 of the Swimming Pools Act 1992. Please refer to the registered certifier's notice, issued under section 22E of the Swimming Pools Act 1992, for detailed reasons of non-compliance and rectification works required to render the swimming pool compliant with the applicable standard.

The swimming pool poses a significant risk to public safety	☐
The swimming pool does not pose a significant risk to public safety	☒

Non-compliance area/s:

Boundary fence	☒	**Doors**	☐
Fence height	☐	**Fence panels/gaps**	☒
Gate closure	☐	**Gate latch**	☐
Non-ancillary structure	☐	**Non-climbable zones**	☒
Signage	☐	**Window**	☐
Other (see text box below)	☐		

This certificate expires on issuing of a certificate of compliance or 12 months after the date of issue, whichever occurs first. This certificate is not valid at any time during which the premises on which the swimming pool is located are subject to a residential tenancy agreement under the *Residential Tenancies Act 2010* (NSW).

Purchasers of a property with a non-compliant swimming pool barrier have 90 days after the acquisition of the premises to address any areas of non-compliance in accordance with the required standards.