

# Contract for the sale and purchase of land 2019 edition

| TERM  | MEANING OF TERM  | NSW DAN:  |
|---|--|---|
| vendor's agent                                      | <b>BURNS AND BURNS REAL ESTATE</b><br>1051 Pacific Highway, Pymble NSW 2073  | phone 02 9449 9211<br>ref Andrew Burns                    |
| co-agent  | Not Applicable   | phone<br>fax<br>ref                                       |
| vendor  | <b>GEOFFREY UNICOMB and PETER TERRY KLEMT</b><br>2 Cynthia Street, Pymble NSW 2073 & 8 Laurence Avenue, Turramurra NSW 2074  |   |
| vendor's solicitor                                  | <b>FOX &amp; STANILAND LAWYERS</b><br>Level 2, 828 Pacific Highway, Gordon NSW 2072<br>PO Box 64, Gordon NSW 2072<br>DX 8702 Gordon<br>email: davidg@foxstaniland.com.au   | phone 02 9440 1202<br>fax 02 9440 1205<br>ref DG:JY:54499 |
| date for completion                                 | 42 <sup>nd</sup> day after the contract date (clause 15)   |   |
| land<br>(address, plan details and title reference) | <b>2 CYNTHIA STREET, PYMBLE NSW 2073</b><br>Registered Plan: Lot 48 in Deposited Plan 12951<br><b>Folio Identifier 48/12951</b><br><input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies  |   |
| improvements  | <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space<br><input type="checkbox"/> none <input checked="" type="checkbox"/> other: Swimming pool; garden shed |   |
| attached copies                                     | <input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered:<br><input type="checkbox"/> other documents:   |   |

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

|                                      |   |   |  |  |
|--------------------------------------|---|---|--|--|
| inclusions                           | <input checked="" type="checkbox"/> blinds                          | <input checked="" type="checkbox"/> dishwasher  | <input checked="" type="checkbox"/> light fittings | <input type="checkbox"/> stove                     |
|                                      | <input checked="" type="checkbox"/> built-in wardrobes              | <input type="checkbox"/> fixed floor coverings  | <input checked="" type="checkbox"/> range hood     | <input checked="" type="checkbox"/> pool equipment |
|                                      | <input type="checkbox"/> clothes line                               | <input checked="" type="checkbox"/> insect screens  | <input type="checkbox"/> solar panels              | <input checked="" type="checkbox"/> TV antenna     |
|                                      | <input checked="" type="checkbox"/> curtains                        | <input checked="" type="checkbox"/> other: Air conditioner; smoke alarms; Smeg gas cooktop; Neff electric oven (x2) |  |  |
| exclusions                           | gas heater (x1); swimming pool cleaner; microwave; garden pots (x2) |   |  |  |
| purchaser                            |   |   |  |  |
| purchaser's                          |   |   |  | phone  |
| <input type="checkbox"/> solicitor   |   |   |  | fax  |
| <input type="checkbox"/> conveyancer | email:  |   |  | ref  |
| price                                | \$  |   |  |  |
| deposit                              | \$  |   |  | (10% of the price, unless otherwise stated)        |
| balance                              | \$  |   |  |  |
| contract date                        |   |   |  | (if not stated, the date this contract was made)   |

buyer's agent

\_\_\_\_\_  
**vendor**

\_\_\_\_\_  
**witness**

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

\_\_\_\_\_  
**purchaser**

JOINT TENANTS  tenants in common  in unequal shares

\_\_\_\_\_  
**witness**

**Choices**Vendor agrees to accept a **deposit bond** (clause 3)  NO  yes**Nominated Electronic Lodgement Network (ELN)** (clause 30) PEXA**Electronic transaction** (clause 30)  no  YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve within 14 days of the contract date):

Parties agree that the deposit be invested (clause 2.9)  NO  yes**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable  NO  yes**GST: Taxable supply**  NO  yes in full  yes to an extent**Margin scheme** will be used in making the taxable supply  NO  yes

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

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

Purchaser must make an **GSTRW payment:** (residential withholding payment)  NO  yes  
(if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of **GSTRW payment:****If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **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):

## List of Documents

|   |   |
|---|---|
| <p><b>General</b></p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate (Environmental Planning and Assessment Act 1979)</p> <p><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input checked="" type="checkbox"/> 9 sewerage lines location diagram (sewerage service diagram)</p> <p><input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 16 other document relevant to tenancies</p> <p><input type="checkbox"/> 17 licence benefiting the land</p> <p><input type="checkbox"/> 18 old system document</p> <p><input type="checkbox"/> 19 Crown purchase statement of account</p> <p><input type="checkbox"/> 20 building management statement</p> <p><input type="checkbox"/> 21 form of requisitions</p> <p><input type="checkbox"/> 22 <i>clearance certificate</i></p> <p><input checked="" type="checkbox"/> 23 land tax certificate</p> <p><b>Home Building Act 1989</b></p> <p><input type="checkbox"/> 24 insurance certificate</p> <p><input type="checkbox"/> 25 brochure or warning</p> <p><input type="checkbox"/> 26 evidence of alternative indemnity cover</p> <p><b>Swimming Pools Act 1992</b></p> <p><input type="checkbox"/> 27 certificate of compliance</p> <p><input checked="" type="checkbox"/> 28 evidence of registration</p> <p><input type="checkbox"/> 29 relevant occupation certificate</p> <p><input type="checkbox"/> 30 certificate of non-compliance</p> <p><input type="checkbox"/> 31 detailed reasons of non-compliance</p> | <p><b>Strata or community title (clause 23 of the contract)</b></p> <p><input type="checkbox"/> 32 property certificate for strata common property</p> <p><input type="checkbox"/> 33 plan creating strata common property</p> <p><input type="checkbox"/> 34 strata by-laws</p> <p><input type="checkbox"/> 35 strata development contract or statement</p> <p><input type="checkbox"/> 36 strata management statement</p> <p><input type="checkbox"/> 37 strata renewal proposal</p> <p><input type="checkbox"/> 38 strata renewal plan</p> <p><input type="checkbox"/> 39 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 40 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 41 plan creating neighbourhood property</p> <p><input type="checkbox"/> 42 neighbourhood development contract</p> <p><input type="checkbox"/> 43 neighbourhood management statement</p> <p><input type="checkbox"/> 44 property certificate for precinct property</p> <p><input type="checkbox"/> 45 plan creating precinct property</p> <p><input type="checkbox"/> 46 precinct development contract</p> <p><input type="checkbox"/> 47 precinct management statement</p> <p><input type="checkbox"/> 48 property certificate for community property</p> <p><input type="checkbox"/> 49 plan creating community property</p> <p><input type="checkbox"/> 50 community development contract</p> <p><input type="checkbox"/> 51 community management statement</p> <p><input type="checkbox"/> 52 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 54 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 56 information certificate under Community Land Management Act 1989</p> <p><input type="checkbox"/> 57 disclosure statement - off the plan contract</p> <p><b>Other</b></p> <p><input type="checkbox"/> 58 Other:</p> |
| <p><b>HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number</b></p> <p>Not applicable</p>   |   |



**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 any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) 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 Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

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

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

### COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and 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 at any time before 5 pm on—
  - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
  - (b) the fifth business day after the day on which the contract was made—in any other case.
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 section 66W of the Act, or
  - (b) if the property is sold by public auction, or
  - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
  - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

### DISPUTES

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

### AUCTIONS

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

**WARNINGS**

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

|   |  |
|---|--|
| <b>APA Group</b><br><b>Australian Taxation Office</b><br><b>Council</b><br><b>County Council</b><br><b>Department of Planning, Industry and Environment</b><br><b>Department of Primary Industries</b><br><b>Electricity and gas</b><br><b>Land &amp; Housing Corporation</b><br><b>Local Land Services</b> | <b>NSW Department of Education</b><br><b>NSW Fair Trading</b><br><b>Owner of adjoining land</b><br><b>Privacy</b><br><b>Public Works Advisory</b><br><b>Subsidence Advisory NSW</b><br><b>Telecommunications</b><br><b>Transport for NSW</b><br><b>Water, sewerage or drainage authority</b> |
|---|--|

**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. **The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.**
7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**
8. **The purchaser should arrange insurance as appropriate.**
9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**
10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**
11. **Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**
12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.**

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

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

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

|                              |   |
|------------------------------|---|
| <i>adjustment date</i>       | the earlier of the giving of possession to the purchaser or completion;   |
| <i>bank</i>                  | the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;  |
| <i>business day</i>          | any day except a bank or public holiday throughout NSW or a Saturday or Sunday;   |
| <i>cheque</i>                | a cheque that is not postdated or stale;  |
| <i>clearance certificate</i> | a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;   |
| <i>deposit-bond</i>          | a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;  |
| <i>depositholder</i>         | vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);  |
| <i>document of title</i>     | document relevant to the title or the passing of title;   |
| <i>FRCGW percentage</i>      | the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);   |
| <i>FRCGW remittance</i>      | a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;  |
| <i>GST Act</i>               | A New Tax System (Goods and Services Tax) Act 1999;   |
| <i>GST rate</i>              | the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);  |
| <i>GSTRW payment</i>         | a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );  |
| <i>GSTRW rate</i>            | the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);  |
| <i>legislation normally</i>  | an Act or a by-law, ordinance, regulation or rule made under an Act; subject to any other provision of this contract;   |
| <i>party</i>                 | each of the vendor and the purchaser;   |
| <i>property</i>              | the land, the improvements, all fixtures and the inclusions, but not the exclusions;  |
| <i>planning agreement</i>    | a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;  |
| <i>requisition</i>           | an objection, question or requisition (but the term does not include a claim);  |
| <i>rescind</i>               | rescind this contract from the beginning;   |
| <i>serve</i>                 | serve in writing on the other <i>party</i> ;  |
| <i>settlement cheque</i>     | an endorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>                 |
| <i>solicitor</i>             | in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;   |
| <i>TA Act</i>                | Taxation Administration Act 1953;   |
| <i>terminate</i>             | terminate this contract for breach;   |
| <i>variation</i>             | a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;   |
| <i>within</i>                | in relation to a period, at any time before or during the period; and   |
| <i>work order</i>            | a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018). |

## 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 giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION



- 2.7 If the vendor accepts a bond or guarantee 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 this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *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 the *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 the *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 the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

### 4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of 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 benefited.

### 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.
- 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 everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within 3 months* of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not *serve* that letter *within 3 months* of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 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 clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 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.

#### 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.
- 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 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.
- 14.6 *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 –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 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).
- 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 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.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 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.
- 16.6 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**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 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
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 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.
- 16.13 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.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 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; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 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 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.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) 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.

**21 Time limits in these provisions**

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

**23 Strata or community title****• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 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 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The parties must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 Normally, the purchaser cannot make a claim or *requisition*, or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each party can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - 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 form of 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 The vendor must give a proper covenant to produce where relevant.
- 25.9 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.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after service of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or service upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser serves the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after service of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after service of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* serves notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* serves notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
  - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 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
- 30.3.2 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 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days of receiving an invitation from the vendor to join the Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
  - 30.8.2 populate the *Electronic Workspace* with mortgagee details, if applicable; and
  - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
  - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
  - 30.9.3 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.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
  - 30.10.2 all certifications required by the *ECNL* are properly given; and
  - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
  - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
  - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* 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*.
- 30.13 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 –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be 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 comprised in the *certificate of title*; and
  - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 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 –
- 30.15.1 holds them on completion in escrow for the benefit of; and
  - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
  - certificate of title* the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
  - completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
  - conveyancing rules* the rules made under s12E of the Real Property Act 1900;
  - 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;
  - ECNL* the Electronic Conveyancing National Law (NSW);
  - effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
  - electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
  - 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*;

|                                 |   |
|---------------------------------|---|
| <i>electronic transaction</i>   | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;  |
| <i>incoming mortgagee</i>       | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;  |
| <i>mortgagee details</i>        | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;  |
| <i>participation rules</i>      | the participation rules as determined by the <i>ECNL</i> ;  |
| <i>populate</i>                 | to complete data fields in the <i>Electronic Workspace</i> ; and  |
| <i>title data</i>               | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .   |

### 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 s14-245 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 The purchaser must –

- 31.2.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.

31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

### 32 Residential off the plan contract

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

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

32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –

- 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.

32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

2 CYNTHIA JUST BYNOLDI CON 2013

## **SPECIAL CONDITIONS**

**VENDOR:** GEOFFREY UNICOMB & PETER TERRY KLEMT

**PURCHASER:**

**GUARANTOR:**

**PROPERTY:** 2 CYNTHIA STREET, PYMBLE

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32. TOTAL AGREEMENT

The purchaser acknowledges that all representations, warranties or statements made by or on behalf of the vendor in this transaction have merged in this Contract and that the purchaser does not rely on any other letter, document, correspondence or arrangement whether oral or in writing as adding to or amending the terms, conditions, warranties and arrangements set out in this Contract.

33. STATE OF REPAIR

The purchaser acknowledges that the improvements on the property and the furnishings and chattels referred to in the particulars in this Contract are being purchased in their present condition and state of repair and subject to any infestation and dilapidation and as a result of the purchaser's inspection and the purchaser shall make no objection, requisition or claim for compensation in respect of the materials used in the construction of the improvements and any defect either latent or patent in those improvements or the furnishings or chattels comprised in the property.

34. DEATH, BANKRUPTCY OR MENTAL ILLNESS OF EITHER PARTY

Without in any manner negating, limiting or restricting any right or remedies which would have been available to either party at law or in equity if this Special Condition had not been included herein should either party (or any one of the persons included in the expression "either party") prior to completion:

- (a) die or become mentally ill, the other party may rescind this Contract by notice in writing forwarded to the solicitor named as the party's solicitor in this Contract and thereupon this Contract shall be at an end and the provisions of Clause 19 hereof shall apply; or
- (b) be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a company resolve to go into liquidation or have an application for winding up of either party presented or enter into any scheme or arrangement with its creditors or should any liquidator or receiver or official manager be appointed in respect of either party then that party shall be deemed to be in default in an essential respect.

35. EXISTING SERVICES

The purchaser shall take title subject to all existing services including any joint services or services passing through or under adjoining land without easement and the purchaser shall not make any objection, requisition or claim for compensation nor be entitled to rescind or fail to complete this Contract by reason of any such installation as aforesaid and the purchaser shall be deemed to have satisfied himself as to the position and nature of such installations prior to his entry into this Contract. The purchaser accepts the condition and state of repair of such services as they exist at the date of completion.

36. REMOVAL OF CHARGES PRIOR TO COMPLETION

The vendor shall not be obliged to remove any charge on the property for any rate, tax or outgoing until the time when completion of this Contract is effected. The vendor shall not be deemed to be unable, not ready or unwilling to complete this Contract by reason of the existence of any charge on the property for any rate, tax or outgoing prior to completion and shall be entitled to serve a Notice to Complete on the purchaser notwithstanding that at the time such notice is issued or at any time until completion there is a charge on the property for any rate, tax or outgoings.

37. INDEMNITY FOR AGENT'S COMMISSION

The purchaser warrants that he has not been introduced to the vendor or to the property by the activities or information of any person, firm or company which may be entitled to charge commission in respect of the sale of the property other than the agent (if any) referred to in this Contract. Should it be found either before or after completion that the purchaser has been so introduced then the purchaser will indemnify and keep indemnified the vendor from and against any such claim for commission or pay to the vendor, on demand, such sum as the vendor may be liable to pay by reason of such claim including any costs which the vendor may reasonably incur. This clause shall not merge on completion.

38. SURVEY

The purchaser acknowledges having read and understood the copy survey of Sydney Surveyors dated 26 August 2020 annexed hereto and shall not be entitled to make any objection, requisition or claim for compensation in respect of the specific matters referred to therein. The vendor does not warrant the accuracy or completeness of the said survey.

39. NOTICE TO COMPLETE

If either party is unable or unwilling to complete by the completion date, the other party shall be entitled to serve a Notice to Complete making the time for completion essential. Such a notice shall give not less than fourteen (14) days notice following the day on which that notice is served on the recipient and such notice can require completion by no later than 4.00pm on the day nominated in such notice. A Notice to Complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential.

40. LIQUIDATED DAMAGES

If the purchaser does not complete this purchase by the completion date, without default by the vendor, the purchaser shall pay to the vendor on completion, in addition to the balance of purchase money an amount calculated as ten per cent (10%) per annum interest on the balance of purchase money computed at a daily rate from the day immediately after the completion date to the day on which the sale shall be completed. It is agreed that this amount is a genuine pre-estimate of the vendor's loss of interest for the purchase money and liability for rates and outgoings.

41. INVESTMENT OF DEPOSIT

Subject to the terms of any agreement between the Vendor and the Vendor's Agent, the parties to this contract agree that for the purposes of Clause 2.9 the Vendor will immediately after exchange of contracts direct the depositholder to invest the deposit pending completion. The parties further agree that the interest earned on the deposit will be divided equally between those of the Vendor and Purchaser who have provided their tax file numbers to the depositholder for the purpose of such investment.

42. SALE BY EXECUTOR

One of the vendors, Peter Terry Klemt, is selling the property in his capacity as executor of the Will of the late Loraine Irene Unicomb ('the Trust'). The vendor shall not incur any liability in any capacity other than as Trustee of the Trust and shall not be liable to the purchaser other than in his capacity as Trustee. The purchaser acknowledges that the purchasers only right of recourse is against the vendor as Trustee of the Trust and not the vendor personally and that the purchaser's right of recourse shall be limited to the assets of the Trust.

43. GUARANTEE AND INDEMNITY

This clause applies if there is a Guarantor. If the purchaser is a company then the persons executing this contract on behalf of that company by their execution hereof agree that each of them also bind him/herself in his/her personal capacity as such a Guarantor by that signature.

- (a) The Guarantor gives this guarantee and indemnity in consideration for the Vendor agreeing to enter into this contract. The Guarantor acknowledges the receipt of valuable consideration from the Vendor for the Guarantor incurring obligations and giving rights under this guarantee and indemnity.
- (b) The Guarantor unconditionally and irrevocably guarantees to the Vendor the due and punctual performance and observance by the Purchaser of its obligations under this contract.
- (c) As a separate undertaking, the Guarantor unconditionally and irrevocably indemnifies the Vendor against all liability or loss arising from, and any cost, incurred in connection with a breach by the

Purchaser of this contract. It is not necessary for the Vendor to incur expense or make payment before enforcing the right of indemnity.

- (d) The Guarantor agrees to pay interest on any amount payable under this guarantee and indemnity from when the amount becomes due for payment until it is paid in full. Accumulated interest is payable at the end of each month. The interest rate to be applied to each balance is at ten per cent (10%) per annum.
- (e) The Guarantor waives any right it has of first requiring the Vendor to commence proceedings to enforce any other right against the Purchaser or any other person before claiming under this guarantee and indemnity.
- (f) This guarantee and indemnity is a continuing security and is not discharged by any one payment.
- (g) The liability of the Guarantor and the rights of the Vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including, but not limited to, one or more of the following:
  - (i) the Vendor granting time or other indulgence to, compounding or comprising with or releasing the Purchaser;
  - (ii) acquiescence, delay, acts, omissions or mistakes on the part of the Vendor;
  - (iii) any transfer of a right of the Vendor;
  - (iv) any variation, assignment, extension renewal of this contract; or
  - (v) the invalidity or unenforceability of an obligation or liability of a person under this contract.
- (h) The Guarantor may not, without the Vendor's approval:
  - (i) raise a set-off or counterclaim available to it or the Purchaser against the Vendor in reduction of its liability under this guarantee and indemnity;
  - (ii) claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any security or guarantee held by the Purchaser in connection with this contract;
  - (iii) make a claim or enforce a right against the Purchaser or its property; or
  - (iv) prove competition with the Vendor if liquidator, provisional liquidator, receiver, administrator or trustee in bankruptcy is appointed in respect of the Purchaser or the Purchaser is otherwise unable to pay its debts when they fall due,



until all money payable to the Vendor in connection with this contract is paid.

- (i) If a claim that payment to the Vendor in connection with this contract or this guarantee and indemnity is void or voidable (including, but not limited to, a claim under laws relating to liquidation, administration, insolvency or protection of creditors) is upheld, conceded or comprised then the Vendor is entitled immediately as against the Guarantor to the rights to which it would have been entitled under this guarantee and indemnity if the payment had not occurred.
- (j) The Guarantor agrees to pay or reimburse the Vendor on demand for:
  - (i) the Vendor's costs in making, enforcing and doing anything in connection with this guarantee and indemnity including but not limited to, legal costs and expenses on a full indemnity basis; and
  - (ii) all stamp duties, fees, taxes and charges which are payable in connection with this guarantee and indemnity or a payment, receipt or other transaction contemplated by it.
- (k) Where there is more than one guarantor each guarantor gives the guarantees and indemnities in this clause jointly and severally and the vendor may enforce the guarantees and indemnities against any one guarantor separately from and without any obligation to enforce then against any other guarantor.

44. RELEASE OF DEPOSIT

Notwithstanding any other provision of this contract the purchaser hereby authorizes release of the deposit monies to the vendors at any time after the date hereof for use as deposit on the purchase of real property PROVIDED THAT the monies released to the vendors are to be deposited into the trust account of a solicitor or release estate agent.

**EXECUTION PAGE**

---

SIGNED by the vendor  
In the presence of:-

---

Witness

---

Vendor

---

SIGNED by the purchaser(s)  
In the presence of:-

---

Witness

---

Purchaser(s)

---

EXECUTED by the purchaser company  
In accordance with its constitution and  
In the presence of:-

---

Director

---

Director

---

SIGNED by the guarantor(s)  
In the presence of:-

---

Witness

---

Guarantor(s)

Name(s) of Guarantor(s):



FOLIO: 48/12951

| SEARCH DATE | TIME    | EDITION NO | DATE      |
|-------------|---------|------------|-----------|
| 24/8/2020   | 9:09 AM | 4          | 10/8/2020 |

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO. CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 48 IN DEPOSITED PLAN 12951  
 AT PYMBLE  
 LOCAL GOVERNMENT AREA KU-RING-GAI  
 PARISH OF GORDON COUNTY OF CUMBERLAND  
 TITLE DIAGRAM DP12951

FIRST SCHEDULE

GEOFFREY UNICOMB  
 PETER TERRY KLEMT  
 AS TENANTS IN COMMON IN EQUAL SHARES (AE AQ305138)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 D519527 COVENANT
- 3 O538790 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

DP12951

# PLAN OF THIA PARK ESTATE

vision of the whole of the land in C.T. Vol. 3269 & Fol. 160  
 OF GORDON COUNTY OF CUMBERLAND

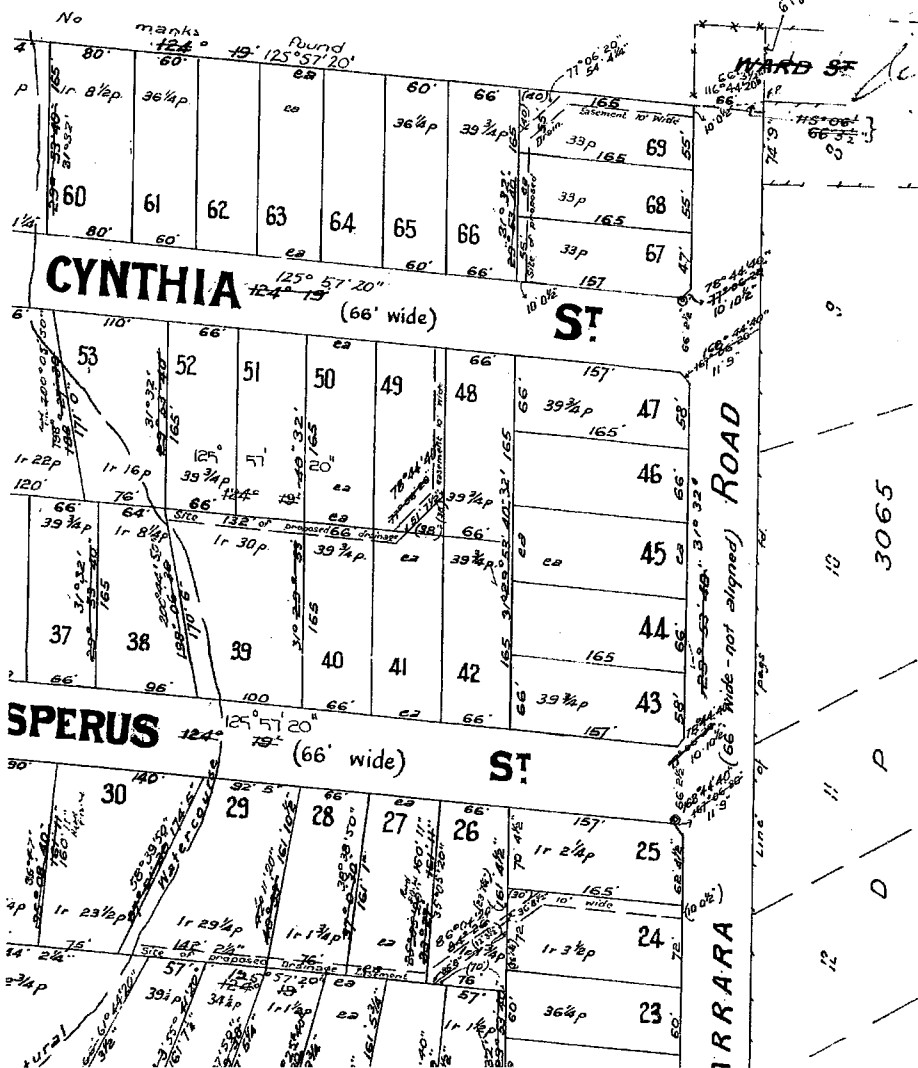
Scale: 100 feet to an Inch

The seal of the Kuring-gai Shire Council  
 was hereto affixed this 13<sup>th</sup> day of  
 October 1924 in pursuance of a  
 resolution to that effect passed by the  
 said council on 9<sup>th</sup> October 1924.

& covered by Shire Clerks Certificate No 1924/117 of 13<sup>th</sup> Oct. 1924



*[Signature]*  
 President  
 Shire Clerk




Shire of Ku-ring-gai  
 B149775 15.11.24

DP12951 (E)

# PLAN OF CYNTHIA PARK ES

being a subdivision of the whole of the land in C.T.  
 PARISH OF GORDON COUNTY OF CU  
 Scale: 100 feet to an Inch

The  
 was  
 C  
 res.  
 521.  
 &

Permanent marks shown thus  are  
 Concrete Blocks.

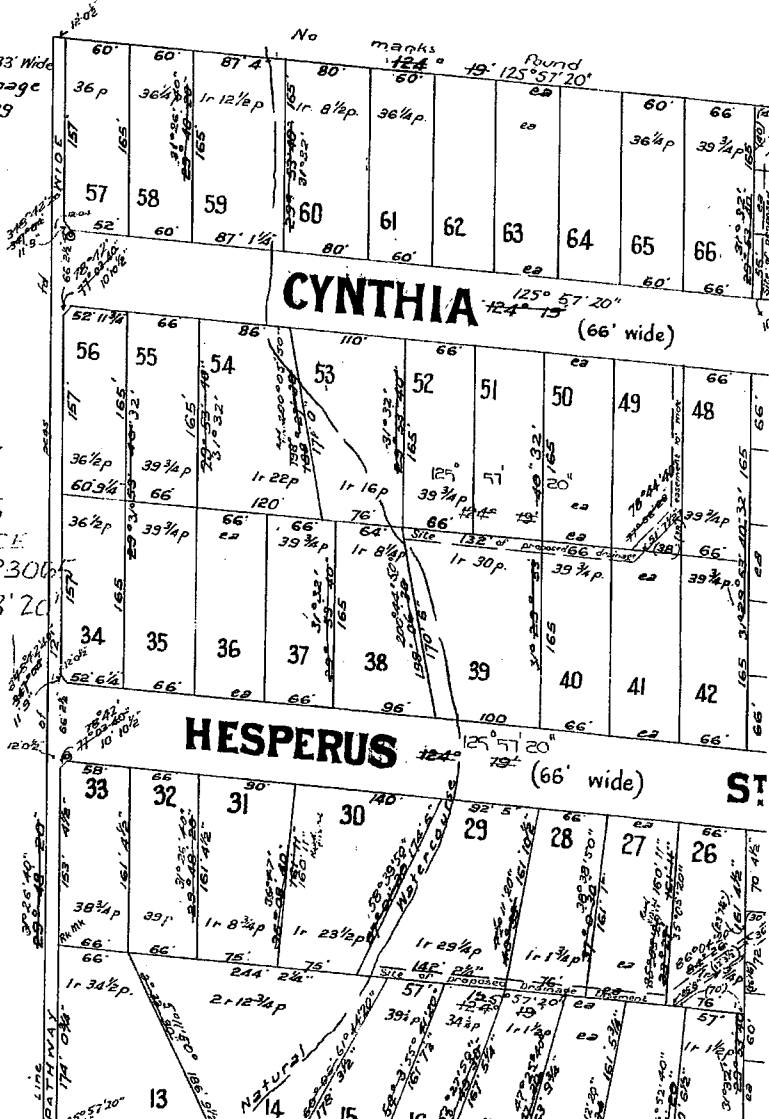
It is intended to dedicate to the public  
 the pathway 12' wide & Cynthia,  
 Hesperus & Latona Streets, & Road 33' Wide  
 & to create easements for drainage  
 over the lots 67, 68, 69, 49, 41, 40, 39  
 24, & 26 to 29 inc.

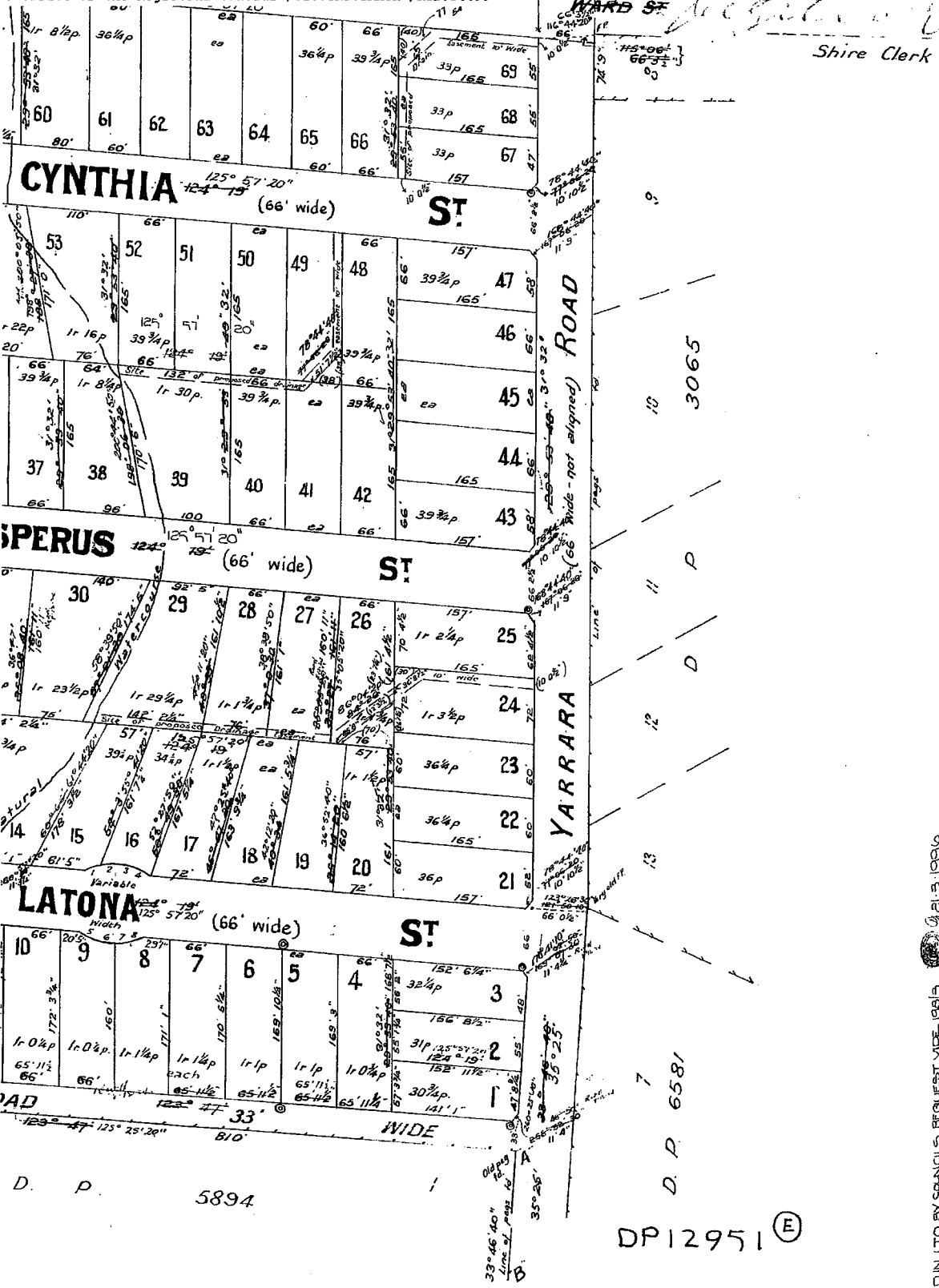
Restrictive covenants if any  
 will be embodied in the  
 transfer of lots.

The cut-off at all corners is 8 feet

*J. P. M. ...*

AZIMUTH OF SURVEY HAS  
 BEEN ADJUSTED ON OFFICE  
 COPY TO AGREE WITH DP300  
 BY THE ADDITION OF 1°38'20"  
 TO ALL BEARINGS





D. P. 5894

DP12951 (E)

I, Robert William Hope of Sydney Licensed Surveyor, specially licensed under the Real Property Act do hereby solemnly and sincerely declare that the boundaries and measurements shown in this plan are correct for the purposes of the said Act, and that the survey of the land to which the plan relates has been made by me and I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act 1900.

Subscribed and declared before me at this 4<sup>th</sup> day of September, 1924.

*Robert W. Hope*  
 J.P.

*Robert W. Hope*  
 Licensed Surveyor  
 Date of Survey August, 1924.

BEARINGS AMENDED IN LTO BY COUNCILS REQUEST VIDE 1981/5 21.3.1996

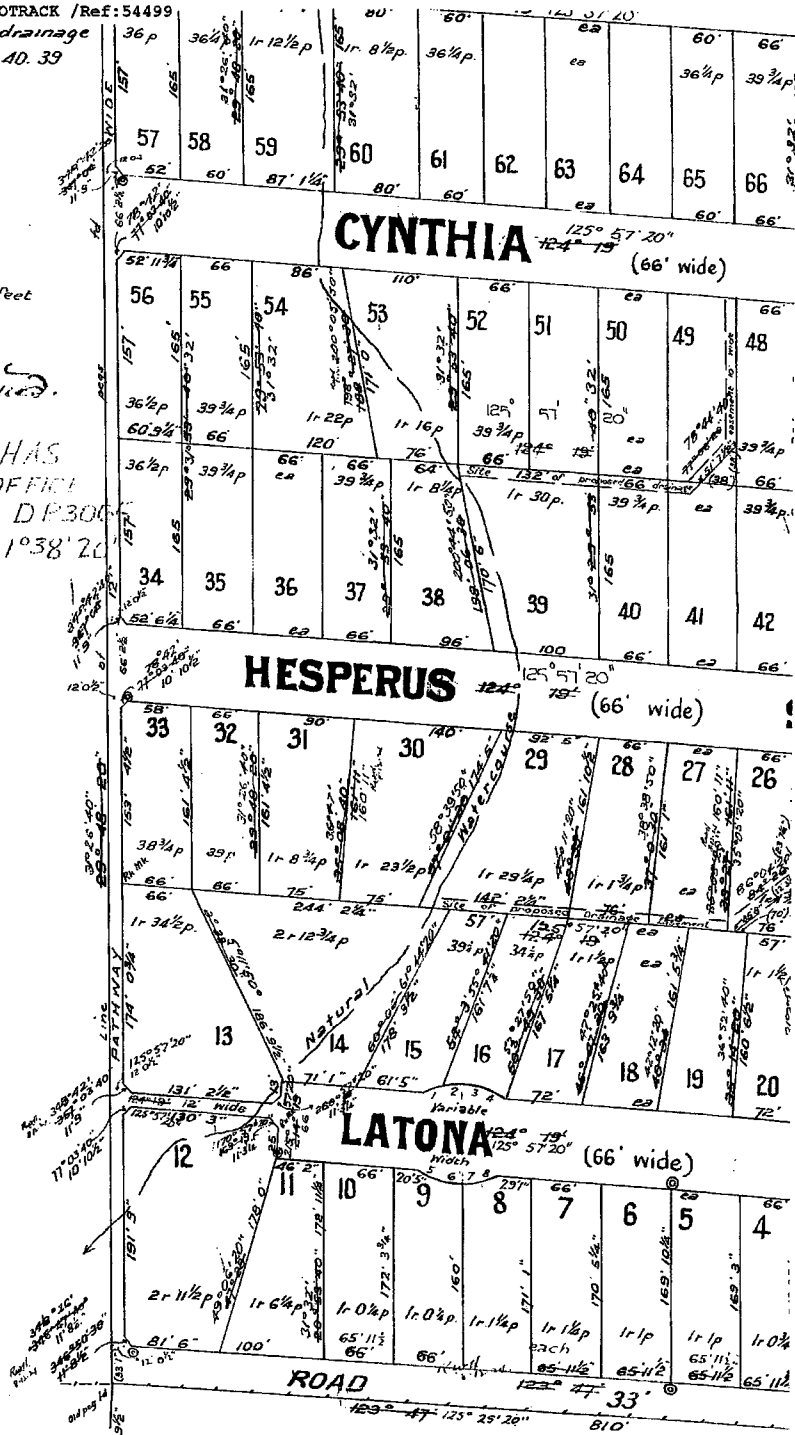
& to create easements for drainage over the lots 57, 58, 59, 49, 41, 40, 39, 24, & 26 to 29 inc.

Restrictive covenants if any will be embodied in the transfer of lots.

The cut-off at all corners is 8 feet

*Red. M. H. ...*

AZIMUTH OF SURVEY HAS BEEN ADJUSTED ON OFFICIAL COPY TO AGREE WITH DP300 BY THE ADDITION OF 1°38'20" TO ALL BEARINGS



| Chord | Bearing      | Distance   | Arc        | Rad.    |
|-------|--------------|------------|------------|---------|
| 1     | 109° 25' 20" | 20' 4"     | 20' 4 1/2" | 77' 10" |
| 2     | 117° 28' 20" | 23'        | 23' 1"     | "       |
| 3     | 124° 10' 20" | 22' 4"     | 22' 4 1/2" | "       |
| 4     | 130° 11' 20" | 21' 0 1/2" | 21' 1 1/2" | "       |
| 5     | 142° 05' 20" | 24'        | 24' 1"     | "       |
| 6     | 149° 00' 20" | 24' 6"     | 24' 7"     | "       |
| 7     | 113° 17'     | 19' 5 1/2" | 19' 6 1/2" | "       |
| 8     | 93° 11'      | 18' 8 1/2" | 18' 9"     | "       |

D. P. 5894

Datum line of Azimuth AB

DP12951 (E)

Subscriber His A<sup>2</sup>

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

| DP 12951 |        |        |
|----------|--------|--------|
| FEET     | INCHES | METRES |
| 5        | 6      | 1.675  |
| 7        | 7 1/4  | 2.32   |
| 9        | 7 1/4  | 2.925  |
| 10       | -      | 3.05   |
| 10       | 0 1/2  | 3.06   |
| 10       | 10 1/2 | 3.315  |
| 11       | 3 1/4  | 3.435  |
| 11       | 3 3/4  | 3.45   |
| 11       | 4      | 3.455  |
| 11       | 4 1/4  | 3.46   |
| 11       | 8 1/4  | 3.56   |
| 11       | 9      | 3.58   |
| 12       | -      | 3.66   |
| 12       | 0 1/2  | 3.67   |
| 12       | 3 1/2  | 3.745  |
| 13       | -      | 3.96   |
| 13       | 8 3/8  | 4.785  |
| 18       | 8 1/2  | 5.7    |
| 18       | 9      | 5.715  |
| 19       | 5 3/4  | 5.935  |
| 19       | 6 1/4  | 5.95   |
| 20       | 4      | 6.2    |
| 20       | 4 1/2  | 6.21   |
| 20       | 5      | 6.225  |
| 21       | 0 1/2  | 6.415  |
| 21       | 1 1/4  | 6.43   |
| 22       | 4      | 6.405  |
| 22       | 4 3/4  | 6.425  |
| 23       | -      | 7.01   |
| 23       | 1      | 7.035  |
| 23       | 7 1/4  | 7.195  |
| 24       | -      | 7.315  |
| 24       | 1      | 7.34   |
| 24       | 6      | 7.47   |
| 24       | 7      | 7.495  |
| 25       | -      | 7.67   |
| 27       | 1      | 8.065  |
| 30       | -      | 9.145  |
| 33       | -      | 10.06  |
| 33       | 1      | 10.085 |
| 36       | 1 1/4  | 11.005 |
| 36       | 8 1/2  | 11.115 |
| 38       | -      | 11.58  |
| 40       | -      | 12.19  |
| 46       | 2      | 14.07  |
| 47       | -      | 14.325 |
| 47       | 8 3/4  | 14.55  |
| 48       | -      | 14.63  |
| 51       | 7 1/2  | 15.735 |
| 52       | -      | 15.85  |
| 52       | 6 1/4  | 16.01  |
| 52       | 11 3/4 | 16.15  |
| 54       | 4 1/4  | 16.365 |
| 55       | -      | 16.765 |
| 55       | 1 3/4  | 16.81  |
| 56       | 2      | 17.12  |
| 57       | -      | 17.375 |
| 57       | 3 3/4  | 17.47  |
| 58       | -      | 17.68  |
| 60       | -      | 18.29  |
| 60       | 9 1/4  | 18.525 |
| 61       | 4 1/2  | 18.705 |
| 61       | 5      | 18.72  |
| 62       | 4 1/2  | 19.01  |
| 64       | -      | 19.505 |
| 65       | 11 1/4 | 20.1   |
| 65       | 11 1/2 | 20.185 |
| 66       | -      | 20.115 |
| 66       | 0 1/2  | 20.13  |
| 66       | 2 1/2  | 20.18  |
| 66       | 3 1/2  | 20.205 |
| 67       | 2 3/4  | 20.49  |
| 70       | -      | 21.535 |
| 70       | 4 1/2  | 21.45  |
| 71       | 1      | 21.665 |
| 72       | -      | 21.945 |
| 74       | 9      | 22.765 |

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

| DP 12951 CONTINUE(I) |        |        |       |
|----------------------|--------|--------|-------|
| FEET                 | INCHES | METRES |       |
| 75                   | -      | 22.86  |       |
| 76                   | -      | 23.165 |       |
| 77                   | 10     | 23.725 |       |
| 80                   | -      | 24.385 |       |
| 81                   | 6      | 24.84  |       |
| 85                   | 8      | 26.11  |       |
| 86                   | -      | 26.215 |       |
| 87                   | 1 1/4  | 26.35  |       |
| 87                   | 4      | 26.62  |       |
| 90                   | -      | 27.43  |       |
| 92                   | 5      | 28.17  |       |
| 96                   | -      | 29.26  |       |
| 100                  | -      | 30.48  |       |
| 110                  | -      | 33.53  |       |
| 120                  | -      | 36.575 |       |
| 130                  | 5      | 39.7   |       |
| 130                  | 5 3/8  | 39.71  |       |
| 131                  | 2 1/2  | 39.79  |       |
| 132                  | -      | 40.255 |       |
| 140                  | -      | 42.47  |       |
| 141                  | 1      | 43     |       |
| 142                  | 2 1/4  | 43.34  |       |
| 152                  | 6 1/4  | 46.49  |       |
| 152                  | 11 1/2 | 46.62  |       |
| 153                  | 4 1/2  | 46.75  |       |
| 156                  | 8 1/2  | 47.765 |       |
| 157                  | -      | 47.855 |       |
| 160                  | -      | 48.77  |       |
| 160                  | 6 1/2  | 48.935 |       |
| 160                  | 11     | 49.095 |       |
| 161                  | 1      | 49.3   |       |
| 161                  | 4 1/2  | 49.185 |       |
| 161                  | 5 3/4  | 49.22  |       |
| 161                  | 7 1/4  | 49.255 |       |
| 161                  | 10 1/2 | 49.34  |       |
| 163                  | 9 3/4  | 49.93  |       |
| 165                  | -      | 50.29  |       |
| 167                  | 5 1/4  | 51.03  |       |
| 168                  | 7 1/2  | 51.4   |       |
| 169                  | 3      | 51.59  |       |
| 169                  | 10 1/4 | 51.77  |       |
| 170                  | 5 1/4  | 51.95  |       |
| 171                  | -      | 52.12  |       |
| 171                  | 1      | 52.15  |       |
| 172                  | 5 3/4  | 52.52  |       |
| 172                  | 11 1/4 | 52.71  |       |
| 174                  | 0 3/4  | 53.05  |       |
| 174                  | 5      | 53.16  |       |
| 174                  | -      | 54.25  |       |
| 174                  | 3 1/2  | 54.34  |       |
| 186                  | 9 1/2  | 56.93  |       |
| 190                  | 9      | 58.14  |       |
| 191                  | 9      | 58.45  |       |
| 198                  | -      | 60.35  |       |
| 198                  | 9 1/2  | 60.59  |       |
| 244                  | 2 1/4  | 74.93  |       |
| AC                   | RD     | P      | SQ M  |
| -                    | -      | 30 3/4 | 777.8 |
| -                    | -      | 31     | 784.1 |
| -                    | -      | 32 1/4 | 815.7 |
| -                    | -      | 33     | 834.7 |
| -                    | -      | 34 1/4 | 866.3 |
| -                    | -      | 36     | 910.5 |
| -                    | -      | 36 1/4 | 916.9 |
| -                    | -      | 36 1/2 | 923.2 |
| -                    | -      | 38 3/4 | 980.1 |
| -                    | -      | 39     | 986.4 |
| -                    | -      | 39 1/4 | 992.7 |
| -                    | -      | 39 3/4 | 1005  |
| -                    | 1      | 1/4    | 1018  |
| -                    | 1      | 3/4    | 1031  |
| -                    | 1      | 1      | 1047  |
| -                    | 1      | 1 1/4  | 1065  |
| -                    | 1      | 1 1/2  | 1080  |
| -                    | 1      | 1 3/4  | 1096  |

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

| DP 12951 CONTINUE(I) |    |        |      |
|----------------------|----|--------|------|
| AC                   | RD | P      | SQ M |
| -                    | 1  | 2 1/4  | 1069 |
| -                    | 1  | 3 1/2  | 1100 |
| -                    | 1  | 6 1/4  | 1176 |
| -                    | 1  | 8 1/4  | 1220 |
| -                    | 1  | 8 1/2  | 1227 |
| -                    | 1  | 8 3/4  | 1233 |
| -                    | 1  | 12 1/2 | 1328 |
| -                    | 1  | 16     | 1416 |
| -                    | 1  | 22     | 1568 |
| -                    | 1  | 25 1/2 | 1606 |
| -                    | 1  | 29 1/4 | 1752 |
| -                    | 1  | 30     | 1770 |
| -                    | 1  | 34 1/2 | 1884 |
| -                    | 2  | 11 1/2 | 2314 |
| -                    | 2  | 12 3/4 | 2486 |





R.P. 13.  
New South Wales.  
MEMORANDUM OF TRANSFER  
PROPERTY ACT, 1900

JUL 15 3 49 1946  
Fees:—  
Lodgment ... : :  
Endorsement ... : :  
Certificate ... : :

G 4646 B G 4646 B  
PERPETUAL TRUSTEE COMPANY (LIMITED)

(Trusts must not be disclosed in the transfer.)

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

(herein called transferor )  
being registered as the proprietor of an estate in *fee simple* in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of SIX HUNDRED AND EIGHTY ONE POUNDS (£ 681. ) (the receipt whereof is hereby acknowledged) paid to it by THE HAYMARKET LAND AND BUILDING COMPANY LIMITED

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

(herein called transferee )  
do hereby transfer to the said transferee  
ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:—

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

| County.    | Parish. | Reference to Title (1) |      |      | Description of Land (if part only). (d)  |
|------------|---------|------------------------|------|------|--|
|            |         | Whole or Part.         | Vol. | Fol. |  |
| Cumberland | Gordon  | Part                   | 3269 | 160  | and being Lots 4, 5, 6, 16, 23, 24, 25, 41, 42, 48, 49, 51, 55, 56, 59, 62, & 63, on D.P. No. 12951. |

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

Reference to the interests of the Purchasers in the several Contracts disclose in Transmission Application registered No. 574552a

AND the transferor hereby for himself, his successors and assigns and assigns and assigns and assigns with the Registrar-General not only all the successions and assigns but also the said pieces of land hereinafter expressed to be hereby transferred and the successive owners and tenants thereof together with the said Company, its successors and assigns that the transferee its successors and assigns shall not erect or permit to be erected on the said pieces of land any main building or less value than five hundred pounds and for the purposes of Section 88 of the Conveyancing Act of 1919, as amended by the Statute Act of 1923, that:— (a) the land to which the benefits of the above covenant is intended to be apportioned is the whole of the land comprised in Deposited Plan No. 12951 other than the land hereby transferred; and (b) the burden of the above covenant shall be released waived or modified by or with the consent of the said transferee its successors or assigns and the transferee further covenants with the transferee and severally with each of the purchasers as aforesaid to the protection of a certain plan of the Registrar-General as aforesaid to be completed and registered by the purchaser or purchasers completing his or their contract. ENCUMBRANCES, &c., REFERRED TO:

e Duties and if necessary, Covenants should comply with Section 88 of the Conveyancing Act, 1919-1923. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure should be used. A very short note will suffice.

Grant of Easement as regards Lots 24, 41, and 49 above referred to.

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

Signed at Sydney the 27th day of May 1946  
THE SEAL OF THE PERPETUAL TRUSTEE COMPANY (LIMITED) was hereunto affixed by Order of the Board of Directors in the presence of

Signed *[Signature]* Transferor  
SIGNED *[Signature]* Directors.

g Report attestation if necessary. 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 to understand the same.

GIVEN under the Common Seal of THE HAYMARKET LAND AND BUILDING COMPANY LIMITED by Order of the Board of Directors this 28th day of May 1946, and SIR ARTHUR RICKARD and GORDON GRILL, two of the Directors constituting such Board signed the same in the presence of *[Signature]*

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

*[Signature]* Registrar-General  
*[Signature]* Transferee

\* If signed by virtue of any power of attorney, the original power must be signified, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.  
† N.B.—Section 87 requires that the above Certificate be signed by Transferor or his solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm. No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

CERTIFICATE OF TITLE PARTIALLY CANCELLED

THIS SPACE TO BE LEFT FREE FROM NOTATION.



# 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 [kmc@kmc.nsw.gov.au](mailto:kmc@kmc.nsw.gov.au)  
W [www.kmc.nsw.gov.au](http://www.kmc.nsw.gov.au)  
ABN 86 408 856 411



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

## PROPERTY DETAILS

**Address:** 2 Cynthia Street PYMBLE NSW 2073

**Lot Description:** Lot 48 DP 12951

## CERTIFICATE DETAILS

**Certificate No:** ePC2559/20      **Certificate Date:** 05/08/2020

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

## APPLICANT DETAILS

**REF:** 54499

**InfoTrack**  
DX 578  
SYDNEY

## 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 4 –  
ENVIRONMENTAL PLANNING & ASSESSMENT ACT REGULATION, 2000.**

**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 (Sydney Harbour Catchment) 2005

State Environmental Planning Policy No.19 - Bushland in Urban Areas.

State Environmental Planning Policy No.21 - Caravan Parks

State Environmental Planning Policy No.33 - Hazardous & Offensive Development.

State Environmental Planning Policy No.44 - Koala Habitat Protection.

State Environmental Planning Policy No.55 - Remediation of Land.

State Environmental Planning Policy No.62 - Sustainable Aquaculture.

State Environmental Planning Policy No.64 - Advertising and Signage.

State Environmental Planning Policy No.65 - Design Quality of Residential Flat Development.

State Environmental Planning Policy No.70 - Affordable Housing (Revised Schemes).

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004.

State Environmental Planning Policy (State Significant Precincts) 2005.

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007.

State Environmental Planning Policy (Infrastructure) 2007.

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

State Environmental Planning Policy (Affordable Rental Housing) 2009.

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017.

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017.

State Environmental Planning Policy (Coastal Management) 2018.

State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004.

**(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).**

Planning Proposal Number PP\_2018\_KURIN\_005\_00 to consolidate Ku-ring-gai's local environmental planning instruments, the Local Environmental Plan (Local Centres) 2012, Ku-ring-gai Local Environmental Plan 2015 and Ku-ring-gai Planning Scheme Ordinance, into a single local environmental plan.

**(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.*

**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?**

R2 Low Density Residential under the provisions of Ku-ring-gai Local Environmental Plan 2015.

**(b) 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.

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

Bed and breakfast accommodation; Boarding houses; 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.

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

Any development not specified in item (b) or (c).

**(e) 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.

**(f) 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.

**(g) 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.

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

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

**(i) 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.

**(j) Does the land include or comprise critical habitat?**

No.

**(k) 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.

**(l) 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. 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 Medium Density Housing Code**

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

### **Subdivision Code**

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

## **4B. 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.

## **5. 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.

## **6. 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.



**7. 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.

**7A. Flood related development controls information**

***Is development on the land or part of the land affected by a policy adopted by council, or by any other public authority required to be referred to in a planning certificate, subject to flood related development controls?***

No.

**8. 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.

**9. Contribution plans**

***Which contribution plans apply if this land is developed?***

Ku-ring-gai Contributions Plan 2010.  
Ku-ring-gai s94A Contributions Plan 2015.

***SPECIAL NOTE: A contribution plan, commonly known as a section 94 plan, outlines the financial costs Council charges if land is developed and Council believes the development will require additional services such as parks, roads etc. Copies of the contribution plans are available from Council.***

## 9A. 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.*

## 10. 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.*

## 10A. Native vegetation clearing set asides

***Is the land, land that contains a set aside area under section 60ZC of the Local Land Services Act 2013?***

Council has not been notified that the land contains a set aside area.

## 11. Bush fire prone land

***Is the land bush fire prone land?***

No.

*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. 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.

**13. 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.

**14. Directions under Part 3A**

***Is the land, land subject to a direction under Part 3A Section 75P(2)(c1) of the Environmental Planning and Assessment Act 1979 No.203?***

No.

**15. Site Compatibility certificates and 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 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.

**16. Site Compatibility certificates for infrastructure, schools or TAFE establishments**

***Is there a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools and TAFE establishments), of which council is aware, in respect of proposed development on the land?***

The land is not subject to such a valid site compatibility certificate (infrastructure) of which Council is aware.

**17. Site Compatibility certificates and conditions for affordable rental housing**

***Is there a current site compatibility certificate (affordable rental housing), of which council is aware, in respect of proposed development on the land issued under clause 37 of State Environmental Planning Policy (Affordable Rental Housing) 2009?***

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

## 18. 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 they have in Part 16C of the Environmental Planning and Assessment Regulation 2000.*

## 19. Site verification certificate

***Is there a current site verification certificate, of which council is aware, in respect of the land issued under clause 17C of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007?***

The land is not subject to a current site verification certificate of which Council is aware.

*SPECIAL NOTE: A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land – see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.*

## 20. 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 Loose-fill asbestos Public Register contact NSW Fair Trading. Tel:13 32 20 or [www.loosefillasbestos.nsw.gov.au](http://www.loosefillasbestos.nsw.gov.au).*

## 21. 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.

**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?**

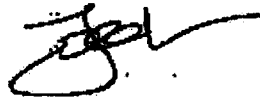
No.

- (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](mailto:info@environment.nsw.gov.au).

---



**John McKee**  
General Manager



27 May 2011

Loranie Unicomb  
2 Cynthia St,  
PYMBLE NSW 2073

## Final Occupation Certificate

Occupation Certificate No: 2011/0892  
Complying Development No: 2010/031  
Council: Ku-ring-gai Council

Approval Date: 27/05/11  
Approval Date: 20/01/10  
Cost Of Works: \$355,000

### Applicant/Owner Details

Name: Loranie Unicomb  
Address: 2 Cynthia St, Pymble NSW 2073

### Development Particulars

No: 2 Street: Cynthia St, Suburb: Pymble  
Description of Development: Alterations & additions including a swimming pool

### Record Of Inspections

|  |              |
|--|--------------|
| 1. Commencement of building work                       | Satisfactory |
| 2. Piers prior to pour                                 | Satisfactory |
| 3. Footings prior to pouring of concrete               | Satisfactory |
| 4. Slab prior to pour                                  | Satisfactory |
| 5. Timber frame prior to lining                        | Satisfactory |
| 6. Waterproofing of wet areas                          | Satisfactory |
| 7. Storm water pipes prior to backfilling              | Satisfactory |
| 8. Pool steel prior to pouring                         | Satisfactory |
| 9. Pool fence prior to water                           | Satisfactory |
| 10. Final Inspection – Issue of Occupation Certificate | Satisfactory |

### Attachments

- Smoke Alarm Certificate
- Pest Control Certificate
- Waterproofing Certificate
- Basix Completion Certificate
- Glazing Certificate

### Certification

I, Paul Fitzgerald, as the certifying authority am satisfied that the building will not constitute a hazard to the health or safety of the occupants of the building and a current development consent is in force for the building, or a current complying development/construction certificate has been issued for the building in respect to the plans and specifications for the building and specifications for the building, the building is suitable for its use under the Building Code of Australia and, all the pre-conditions of development consent have been satisfied.

PCA: Paul Fitzgerald

Corporate Accreditation No: ABC 2

PCA Accreditation No: BPB 0119

Accreditation Body: Building Professionals Board

Signature of PCA:  Date: 27 May 2011





Revenue

Enquiry ID 3302107  
Agent ID 81429403  
Issue Date 06 Aug 2020  
Correspondence ID 1710808427  
Your reference 54499

INFOTRACK PTY LIMITED  
DX Box 578  
SYDNEY

**Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956.***

This information is based on data held by Revenue NSW.

---

| Land ID   | Land address             | Taxable land value |
|-----------|--------------------------|--------------------|
| D12951/48 | 2 CYNTHIA ST PYMBLE 2073 | \$1 296 667        |

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2020 tax year.

---

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

## Important information

### Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

### When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

**Note:** A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

### When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

### How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

### How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au).

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

### Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au).

## Contact details



Read more about Land Tax and use our online service at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au)



1300 139 816\*



Phone enquiries  
8:30 am - 5:00 pm, Mon. to Fri.



[landtax@revenue.nsw.gov.au](mailto:landtax@revenue.nsw.gov.au)

\* Overseas customers call +61 2 7808 6906  
Help in community languages is available.



## **NSW SWIMMING POOL REGISTER**

### **Certificate of Registration**

#### **Section 30C - Swimming Pools Act 1992**

|                              |   |
|------------------------------|---|
| <b>Pool No:</b>              | <b>eab284cb</b>   |
| <b>Property Address:</b>     | <b>2 CYNTHIA STREET PYMBLE</b>                            |
| <b>Date of Registration:</b> | <b>13 October 2013</b>                                    |
| <b>Type of Pool:</b>         | <b>An outdoor pool that is not portable or inflatable</b> |
| <b>Description of Pool:</b>  | <b>in ground</b>  |

**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.**

**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 Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.**

**This is NOT a Certificate of Compliance**



## NSW SWIMMING POOL REGISTER

### Certificate of Non-compliance

#### Clause 21 - Swimming Pools Regulation 2018

**Pool no:** eab284cb  
**Property address:** 2 CYNTHIA STREET PYMBLE  
**Date of inspection:** 11 August 2020  
**Expiry date:** 11 August 2021  
**Issuing authority:** Robert Eric Guthrie - Accredited Certifier - bpb2392

Did not comply with AS1926.1 (2012).

The swimming pool at the above property **DOES NOT COMPLY** with Part 2 of the *Swimming Pools Act 1992*. Please refer to the accredited 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             | <input type="checkbox"/>            | Doors               | <input type="checkbox"/>            |
| Fence height               | <input checked="" type="checkbox"/> | Fence panels/gaps   | <input type="checkbox"/>            |
| Gate closure               | <input checked="" type="checkbox"/> | Gate latch          | <input type="checkbox"/>            |
| Non-ancillary structure    | <input type="checkbox"/>            | Non-climbable zones | <input checked="" type="checkbox"/> |
| Signage                    | <input checked="" type="checkbox"/> | Window              | <input type="checkbox"/>            |
| Other (see text box below) | <input type="checkbox"/>            |                     |                                     |

This certificate expires on issuing of a certificate of compliance or 12 months after the date of issue, whichever occurs first.

Purchasers of a property with a non-compliant swimming pool barrier have 90 days from the date of settlement to fix any areas of non-compliance.

### SEWERAGE SERVICE DIAGRAM

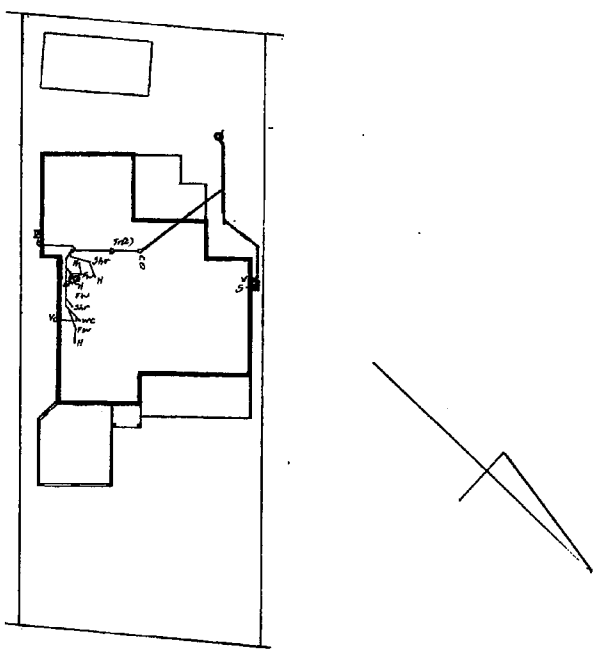
554346

MUNICIPALITY OF KURINGAI SUBURB OF PYMBLE  
 Lot No. 48 House No. 2 STREET CYNTHIA

SSD #  
 SCALE: 1:500

| INDICATES - DRAINAGE FITTINGS |                            |                | SYMBOLS AND ABBREVIATIONS |   |                      |      | INDICATES - PLUMBING FIXTURES & OR FITTINGS |         | ELEC.                   |  |
|-------------------------------|----------------------------|----------------|---------------------------|---|----------------------|------|---|---------|-------------------------|--|
| ■                             | Manhole                    | ☒              | Gully                     | CO  | Clean out            | Blid | Bidet                                       | ---E--- | ELEC.                   |  |
| □ Chr                         | Chamber                    | ⊗ <sup>R</sup> | Reflux Valve              | O V   | Vent Pipe            | Shr  | Shower                                      | ⊖       | Pump Unit               |  |
| ● LH                          | Lamp hole                  | ◁              | Inspection opening        | Tr.(L)                                      | Trough laundry       | DWM  | Dishwashing machine                         | ⊖       | Boundary Valve          |  |
| ⊗                             | Boundary Trap              | ○ Vert         | Vertical Pipe             | S   | Sink (kitchen)       | FW   | Floor waste gully                           | PRV     | Boundary Valve with PRV |  |
| ⊗                             | Inspection Shaft           | IP             | Induct Pipe               | WC  | Water Closet         | CWM  | Clothes-washing machine                     | ⊖       | Alarm Control Panel     |  |
| ■ Pit                         | Pit                        | MF             | Mica Flap                 | Bth.  | Bath Waste           | BS   | Sink Bar                                    | ⊖       | LP Stop Valve           |  |
| ⊖ G                           | Grease Interceptor         | ● RP           | Rodding Point             | H   | Basin                | LS   | Sink Laboratory                             | ⊖       | LP Air Valve            |  |
| ⊖                             | Greywater Treatment System | ∟              | Sloped Junction           | AAV   | Air Admittance Valve | +    | LP Reducer                                  | ⊖       | HSV Flow Monitor        |  |
| ⊖ TMS                         | Terminal Maint. Shaft      | ○              | Vertical Junction         | INDICATES - PLUMBING ON MORE THAN ONE LEVEL |                      |      |   | ⊖       | Vacuum Chamber          |  |
| ⊖ MS                          | Maintenance Shaft          | ←              | On back Junction          | ○ SVP                                       | Soil Vent Pipe       | ○ WS | Waste Stack                                 | ⊖       | Flushing Point          |  |

Licence No. 20012C Licence No. ....  
 Permit/COC No. 551701 Permit/COC No. ....  
 Signature D. J. [Signature] Date 4/3/11 Signature ..... Date .....



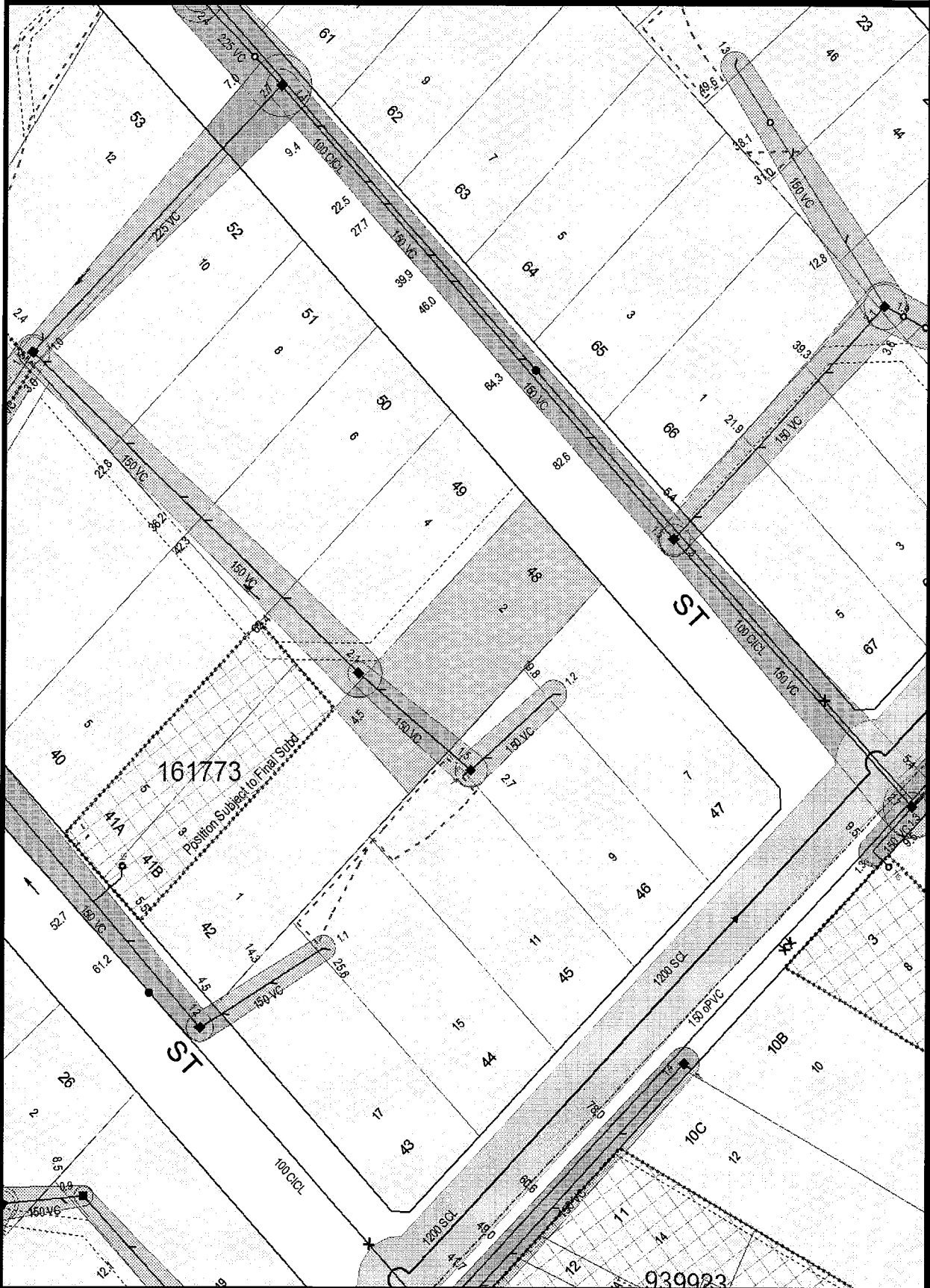
CYNTHIA ST

#### IMPORTANT NOTE

This diagram was supplied to Sydney Water by the plumber / drainer whose licence number appears on it. It has been drawn to show the approximate location of the private sewerage service pipes and may not be accurate. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be checked by obtaining a Service Location Print from Sydney Water.

Nearest Cross Street

NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.