

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 86244180	NSW DAN:
vendor's agent	Southlands Estate Agents Shop 9 2 Birmingham Road SOUTH PENRITH NSW 2750		Phone: 4721 1111 Fax: 4721 1112 Ref:
co-agent			
vendor	SARA KHASI POUR		
vendor's solicitor	Complete Legal and Conveyancing Suite 11 354-360 High Street Penrith NSW 2750 PO Box 1835 Penrith NSW 2751		Phone: 02 4704 9991 Fax: 02 4704 9992 Ref: 21/3652
date for completion	28 days after the contract date	(clause 15)	Email: natalie@completelaw.com.au
land	14 BOUVARDIA ST ASQUITH NSW 2077		
(Address, plan details and title reference)	LOT 29 IN STRATA PLAN 94210 29/SP94210		
	☒ VACANT POSSESSION ☐ Subject to existing tenancies		
improvements	☐ HOUSE ☐ garage ☐ carport ☒ home unit ☐ carspace ☐ storage space ☐ none ☐ other:		
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:		

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

inclusions	☒ blinds ☒ dishwasher ☒ light fittings ☒ stove ☒ built-in wardrobes ☒ fixed floor coverings ☒ range hood ☐ pool equipment ☒ clothes line ☒ insect screens ☐ solar panels ☒ TV antenna ☐ curtains ☒ other: air conditioner
exclusions	
purchaser	
purchaser's solicitor	Phone: Fax: Ref: Email:
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
BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION		21/3652 86244180

vendor agrees to accept a **deposit-bond** (clause 3)

☐ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 30)

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):

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 *RW rate* (residential withholding rate): \$

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

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

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

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

List of Documents

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

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

Sarraf Strata 1300 002 888
 PO Box 520 Hurstville BC NSW 1481

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:

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. 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 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	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 unendorsed <i>cheque</i> made payable to the person to be paid and – • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<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 *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
 - 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 –
- | | |
|------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | 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; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ; |

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>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 s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 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*.

These are the special conditions to the contract for the sale of land

AND of **(Purchaser)**

- a) Clause 7.1.1 is to be amended by replacing 5% with 1%;
- b) Delete 'on reasonable grounds' from clause 8.1.1;
- c) 'Other than on account of the purchaser's breach' is inserted immediately after the word 'terminated' in Clause 11.2;
- d) Clause 16.8 is deleted;
- e) Clause 18 is amended by deleting clause 18.7 in its entirety with an additional clause to be added as 18.8 stating 'the Purchaser cannot make a claim or requisition or delay settlement after they have taken possession of the property';
- f) Clause 23.13 is deleted;
- g) Clause 23.14 is deleted;
- h) Clause 25 is deleted;
- i) '7 days' is replaced with 'next business day' in clause 31.4.

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

The Purchaser hereby agrees to pay an adjustment on settlement the sum of \$220.00 being a genuine pre-estimate of agreed expenses incurred by the vendor for drafting and serving a Notice to Complete upon the Purchaser.

3. Death or incapacity

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

4. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

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

5. Late completion

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

6. Agent

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

7. Deposit bond

- (a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
- (b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.
- (c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
- (d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

8. Requisitions

The parties agree that the only form of general requisitions on title that the Purchaser shall be entitled to raise pursuant to Clause 5 of this contract shall be in the form on the Requisitions on Title annexed.

9. Release of deposit for payment of a deposit and stamp duty

The purchasers agree and acknowledge that by their execution of this contract they irrevocably authorise the vendor's agent to release to the vendors such part of the deposit moneys as the vendors shall require to use for any of the following reasons:

- (a) To use as a deposit to purchase another property;
- (b) To pay the balance of purchase moneys for the purchase of another property;
- (c) To pay the stamp duty in relation to the purchase of another property;
- (d) To discharge part or all of the mortgage(s) associated with the property that is the subject of this contract upon completion;
- (e) To pay for outstanding land tax; and/or
- (f) To put towards the bond of a rental property.

10. Sewer Diagram

The purchaser agrees and acknowledges that the sewer diagrams contained within this contract are the most up to date sewer diagrams available from the water board. There is no sewer service diagram available from the relevant water authority.

The Purchaser shall not be entitled to raise a requisition, objection, delay completion, make any claim, rescind, or terminate this contract or require the Vendors to carry out any works, provide a further diagram or undergo further investigations or enquiries in respect of the following:

- (i) The nature, location, availability or non-availability of the sewer in relation to the property;
- (ii) The location, availability or non-availability of any private pipes connected to the sewer if they are not so disclosed in the Sewerage Service Diagram;

- (iii) The existence or non-existence of easements, privileges or rights in respect of any of the services affecting or benefiting the property or in respect of any entitlement to use those services;
- (iv) The existence of any defects affecting the services;
- (v) The absence of a final inspection or supervision.

11. Vendor not obliged to complete works

Notwithstanding any other clause or condition in this contract, the Vendor need not comply with and notice issued by the relevant Local Council or any other authority requiring works or demolition to be carried out on the property or any improvements on the property as a result of a request prior to the exchange of Contracts by a Purchaser or proposed Purchaser or any person on its behalf to the relevant Local Council for a Building Certificate under Section 149D of the Environmental Planning and Assessment Act 1979.

12. Deposit

If a deposit of less than ten percent (10%) of the price is paid by the Purchaser then, for the purposes of Clause 9, the deposit to be forfeited shall be deemed to be ten per cent (10%) of the Price and any difference between the deposit and the deemed deposit shall be paid by the Purchaser to the Vendor upon demand.

13. Adjustment Error

It is agreed between the parties that if any adjustments made under this contract are overlooked or incorrectly calculated, then either party upon being requested by the other party must immediately pay the amount outstanding once the adjustment has been calculated correctly. This clause shall not merge on completion.

14. Inclusions

The purchaser accepts the inclusions specified in this Contract in their present condition subject to fair wear and tear. The purchaser agrees that the vendor is not responsible for any mechanical breakdown, loss or wear and tear occurring after the date of the Contract in respect to any inclusion.

REQUISITIONS ON TITLE

Purchaser:

Vendor: Sara Khasi Pour

The following requisitions do not cover matters that are normally covered by pre contract enquiries, the law and the contract.

A vendor who supplies a deliberately false answer to a requisition is liable in damages for deceit if the answer is intended to, and does, induce the purchaser to complete. This extends not only to the original replies, but to situations where the vendor is unaware of the error when delivering answers but discovers the error before settlement and fails to disclose the truth to the purchaser.

All properties

1. Are there any restrictions on the right of the registered proprietor to convey to the purchaser the property and inclusions free of encumbrances and with vacant possession?
2. Are there any encroachments by or upon the property?
3. Has the construction and use of the improvements erected on the property been approved by the responsible authorities and comply with their requirements?
4. Is the vendor aware of anything that affects the use of the property that is not immediately apparent to the purchaser on normal inspection?
5. Are there any advices, proposals, enquiries, notices, claims or disputes that might affect the property?

If strata/community title

1. Has the initial period expired?
2. Are there any proposed resolutions or proposed charges or levies not discoverable by inspection of the books of the owners corporation, the community, and precinct or neighbourhood associations?

If rural

1. Are there any notices from neighbours or any public authorities requiring compliance?
 2. All agreements written, oral or by usage not disclosed in the contract relating to such matters as farming, grazing, share farming, agistment, sharing of plant and facilities, use of water, passage through the property should be disclosed and must be terminated, and plant and equipment not the subject of the sale removed from the property prior to completion.
-

-
3. Are there any give and take fences?
 4. Are there any agreements with neighbours relating to fencing?
 5. Are there any licences or agreements relating to pipelines, soil conservation or timber harvesting?
 6. Has the vendor any water licence or rights under the Water Management Act 2000?
 7. Are there any access roads or tracks to this property or to adjoining properties through this property that are not public roads?
 8. Are there any enclosure permits that attach to the property?
 9. Are there any notices or issues outstanding relating to stock diseases, chemical pollution or noxious weeds?
 10. Are there any matters that specifically affect the property under legislation relating to Native Title, Aboriginal Land Rights, threatened species, native vegetation conservation or National Parks and Wildlife?
 11. Is there any application to the Crown for purchase or conversion of a holding?
 12. Is there any amount due to the Crown by way of rent or balance of purchase money on any part of the property?

If company title

1. Please provide evidence that the company has approved the sale of the shares to the purchaser which will be registered in the share register on presentation following settlement.
2. Have there been or are there any proposed changes to the constitution of the company that affect the right of occupation by the purchaser and the use and enjoyment of the hereditaments?
3. The financial records and books of the company will be inspected and must prove satisfactory and establish that the company is free of debt, that all levies on shareholders have been made and paid and that there is no action suit or proceeding by or against the company.
4. A copy of the constitution of the company must be provided together with copies of the minutes of the last general meeting and copies of any resolutions that might adversely affect the use and enjoyment of the property by the purchaser.



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 29/SP94210

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
11/8/2021	2:58 PM	2	22/11/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY COMMONWEALTH BANK OF AUSTRALIA.

LAND

LOT 29 IN STRATA PLAN 94210
AT ASQUITH
LOCAL GOVERNMENT AREA HORNSBY

FIRST SCHEDULE

SARA KHASI POUR

(T AN873274)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP94210
2 AN873275 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

21/3652

PRINTED ON 11/8/2021

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



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP94210

SEARCH DATE	TIME	EDITION NO	DATE
11/8/2021	2:58 PM	2	27/3/2019

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 94210
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT ASQUITH
LOCAL GOVERNMENT AREA HORNSBY
PARISH OF SOUTH COLAH COUNTY OF CUMBERLAND
TITLE DIAGRAM SP94210

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 94210
ADDRESS FOR SERVICE OF DOCUMENTS:
C/ - SARRAF STRATA
PO BOX 520
HURSTVILLE
NSW 1481

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE RESIDENTIAL SCHEMES MODEL BY-LAWS
CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE
AT THE DATE OF REGISTRATION OF THE SCHEME
KEEPING OF ANIMALS - OPTION A HAS BEEN ADOPTED
SMOKE PENETRATION - OPTION A HAS BEEN ADOPTED
- 3 A406095 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
- 4 C65481 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
- 5 DP1247762 EASEMENT FOR GARBAGE COLLECTION AFFECTING THE WHOLE
OF THE LAND ABOVE DESCRIBED
- 6 DP1247762 POSITIVE COVENANT
- 7 DP1247762 RESTRICTION(S) ON THE USE OF LAND

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 94210

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 306	2	- 532	3	- 388	4	- 381
5	- 249	6	- 366	7	- 422	8	- 192
9	- 186	10	- 268	11	- 309	12	- 195

END OF PAGE 1 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP94210

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000) (CONTINUED)

STRATA PLAN 94210

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
13	- 198	14	- 315	15	- 422	16	- 192
17	- 186	18	- 268	19	- 309	20	- 195
21	- 199	22	- 315	23	- 406	24	- 192
25	- 186	26	- 268	27	- 299	28	- 195
29	- 199	30	- 277	31	- 369	32	- 403
33	- 410	34	- 403				

NOTATIONS

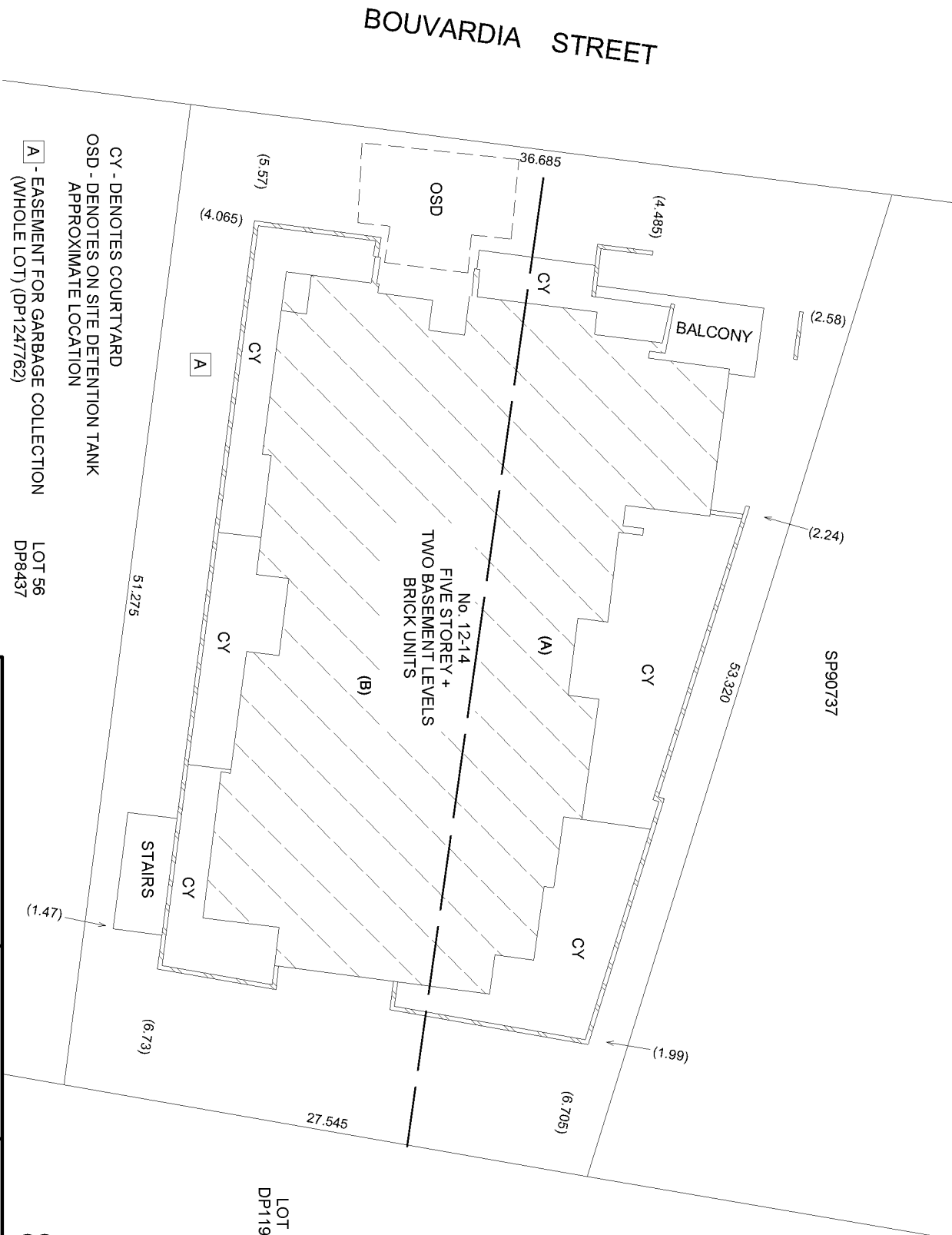
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

21/3652

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LOCATION PLAN

CY - DENOTES COURTYARD
OSD - DENOTES ON SITE DETENTION TANK
APPROXIMATE LOCATION

[A] - EASEMENT FOR GARAGE COLLECTION
(WHOLE LOT) (DP1247762)

LOT 56
DP8437

LOT 100
DP1190625

(A) COVENANT - A406095
(B) COVENANT - C65481

Surveyor: IAN WICKS
Surveyor's Ref: 13352
Subdivision No: SC 3278
Lengths are in metres. Reduction Ratio 1:200



Registered

23.10.2018

SP94210

STRATA PLAN FORM 2 (A3)

SP94210

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

Sheet 2 of 6 sheets

THE STRATUM OF THE STORAGE IS LIMITED IN HEIGHT TO 2.5M ABOVE THE UPPER SURFACE OF THE CONCRETE PAVEMENT EXCEPT WHERE COVERED WITHIN THIS LIMIT.

DIAGRAM A

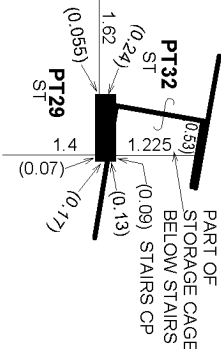


DIAGRAM B

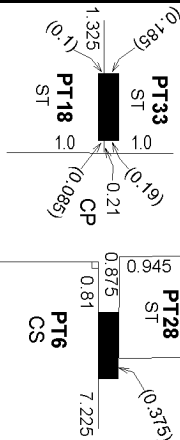


DIAGRAM C

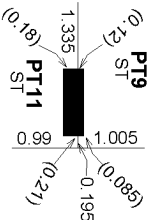
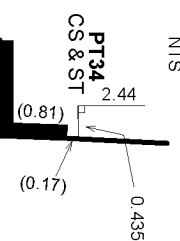
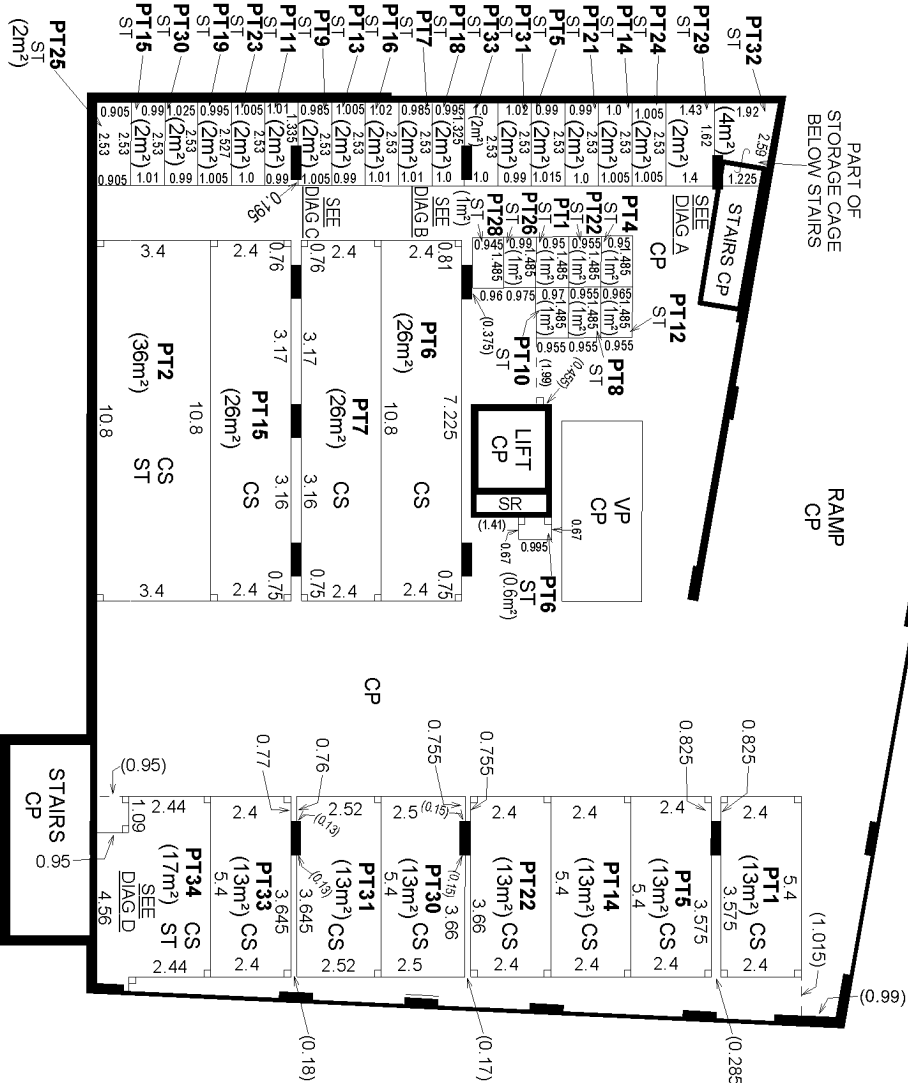


DIAGRAM D



- CP - DENOTES COMMON PROPERTY
- CS - DENOTES CARSPACE
- ST - DENOTES STORAGE
- SR - DENOTES SERVICES AND IS COMMON PROPERTY
- VP - DENOTES VISITOR PARKING
- - - DENOTES LINE OF FACE OF COLUMN
- DENOTES CENTRE LINE OF COLUMN (UNLESS OTHERWISE SPECIFIED)

BASEMENT LEVEL TWO



Surveyor: IAN WICKS
Surveyor's Ref: 13352
Subdivision No: SC 3278
Lengths are in metres. Reduction Ratio 1:150



Registered

23.10.2018

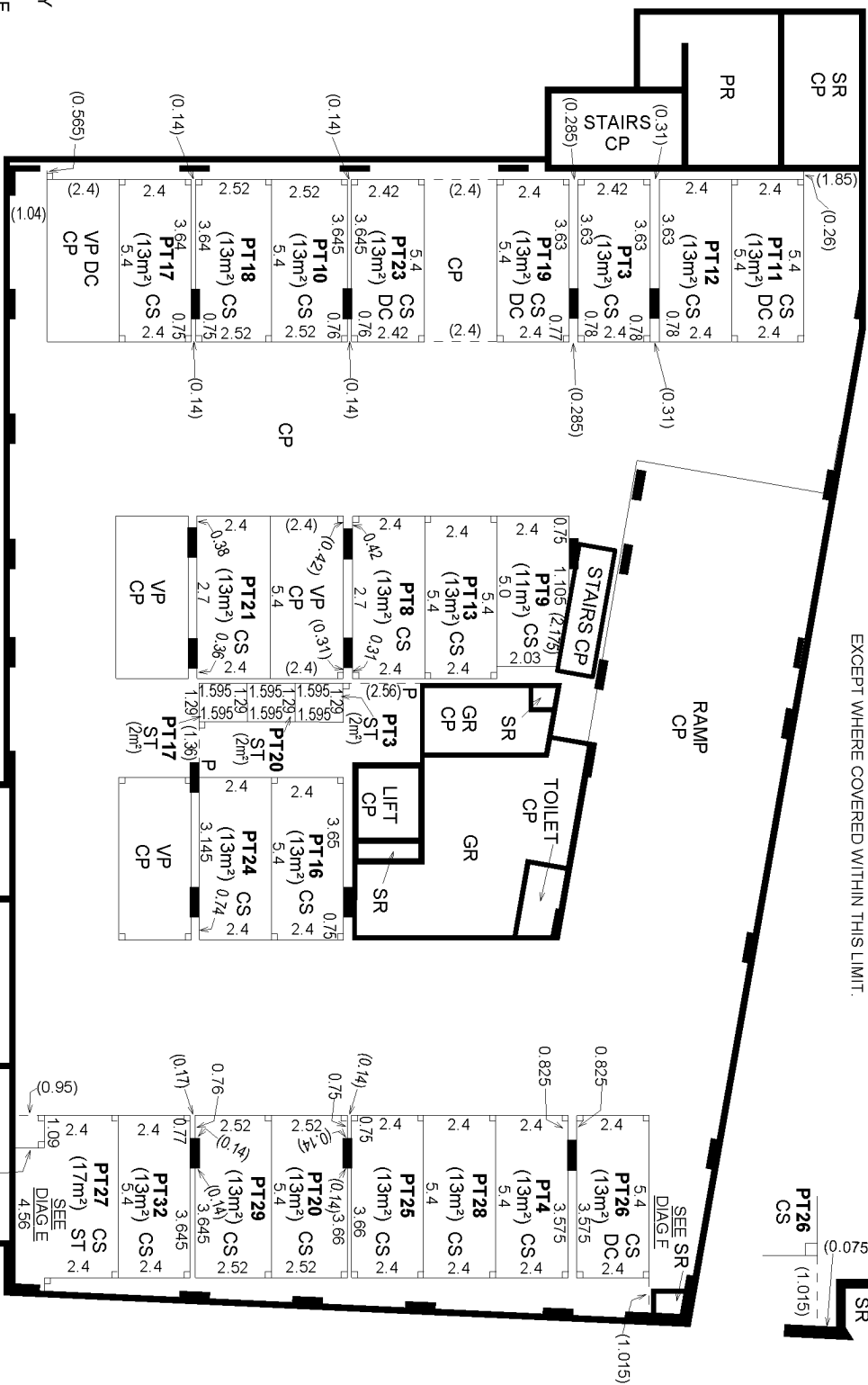
SP94210

THE STRATUM OF THE STORAGE IS LIMITED IN HEIGHT TO
2.5M ABOVE THE UPPER SURFACE OF THE CONCRETE PAVEMENT
EXCEPT WHERE COVERED WITHIN THIS LIMIT.

DIAGRAM F

NTS

PT26
CS
(1.015)
SR
(0.075)



- CP - DENOTES COMMON PROPERTY
- CS - DENOTES CARSPACE
- DC - DENOTES DISABLED CARSPACE
- GR - DENOTES GARBAGE ROOM AND IS COMMON PROPERTY
- PR - DENOTES PUMP ROOM AND IS COMMON PROPERTY
- ST - DENOTES STORAGE
- SR - DENOTES SERVICES AND IS COMMON PROPERTY
- VP - DENOTES VISITOR PARKING
- NTS - DENOTES CENTRE LINE OF COLUMN (UNLESS OTHERWISE SPECIFIED)

BASEMENT LEVEL ONE

Surveyor: IAN WICKS
Surveyor's Ref: 13352
Subdivision No: SC 3278
Lengths are in metres. Reduction Ratio 1:150

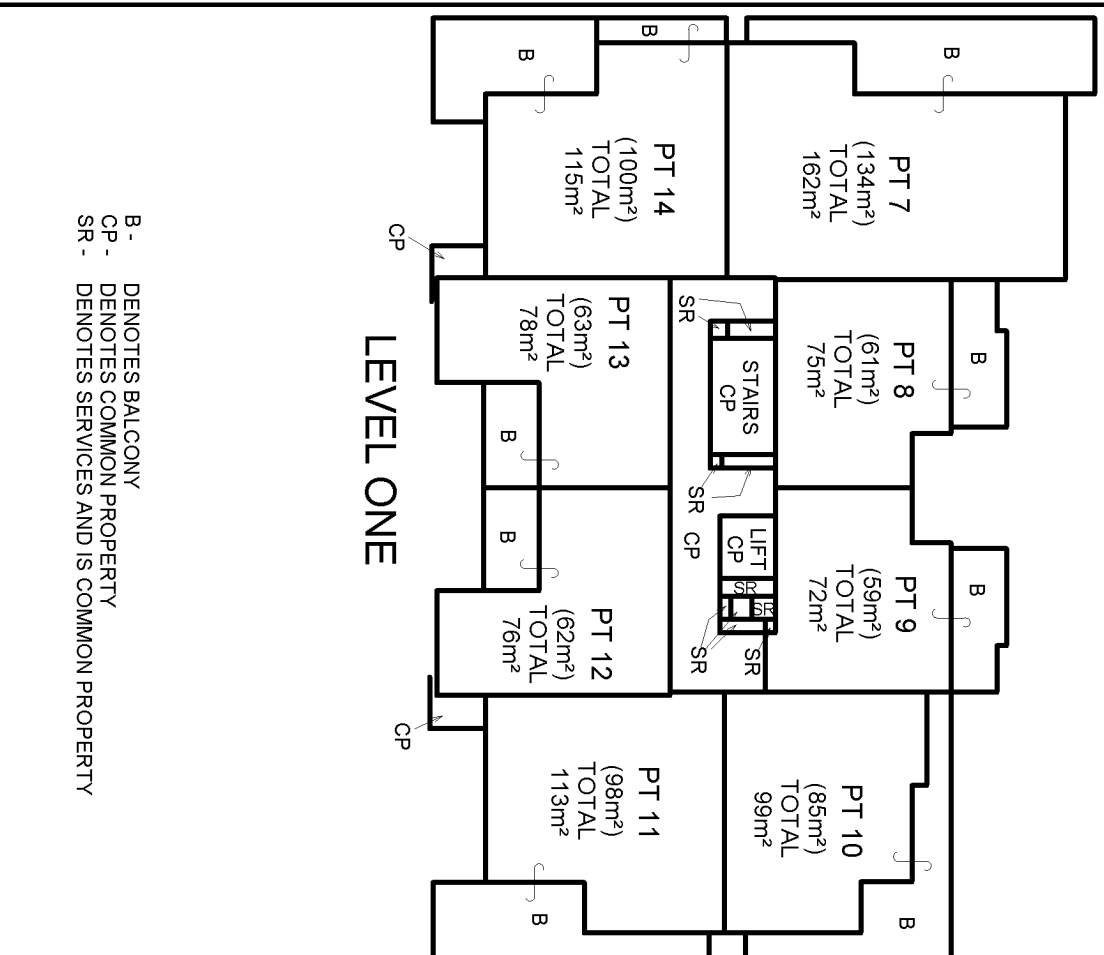
Registered
23.10.2018

SP94210

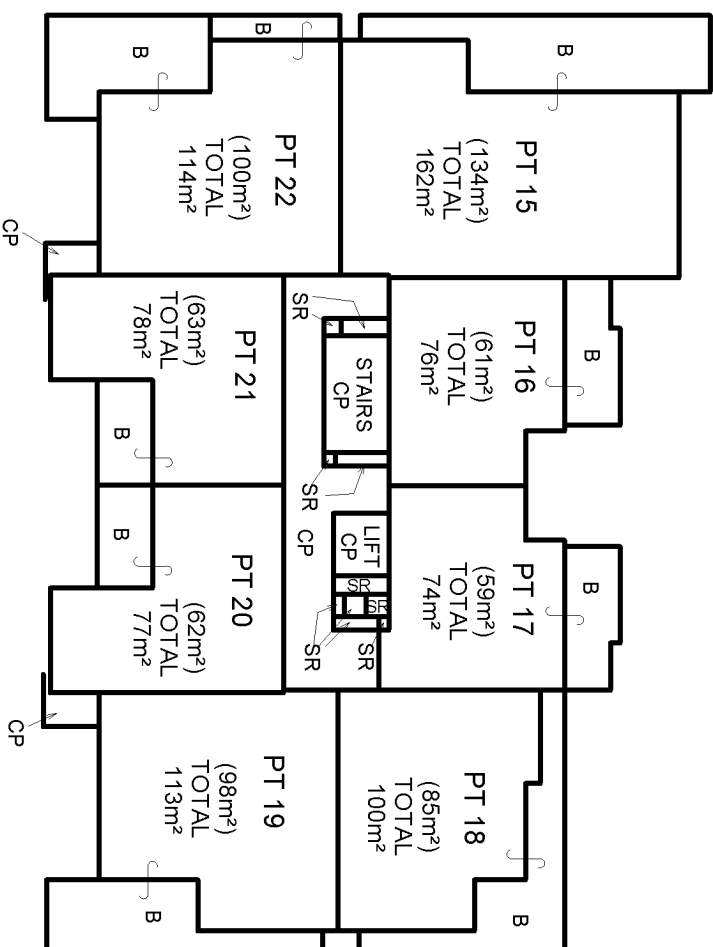
THE STRATUM OF THE BALCONY IS LIMITED IN HEIGHT TO 2.5M ABOVE THE UPPER SURFACE OF ITS TILED FLOOR. EXCEPT WHERE COVERED WITHIN THIS LIMIT.

LEVEL ONE

B - DENOTES BALCONY
CP - DENOTES COMMON PROPERTY
SR - DENOTES SERVICES AND IS COMMON PROPERTY



LEVEL TWO



Surveyor: IAN WICKS
Surveyor's Ref: 13352
Subdivision No: SC 3278
Lengths are in metres. Reduction Ratio 1:200

Registered
23.10.2018

SP94210

STRATA PLAN FORM 2 (A3)

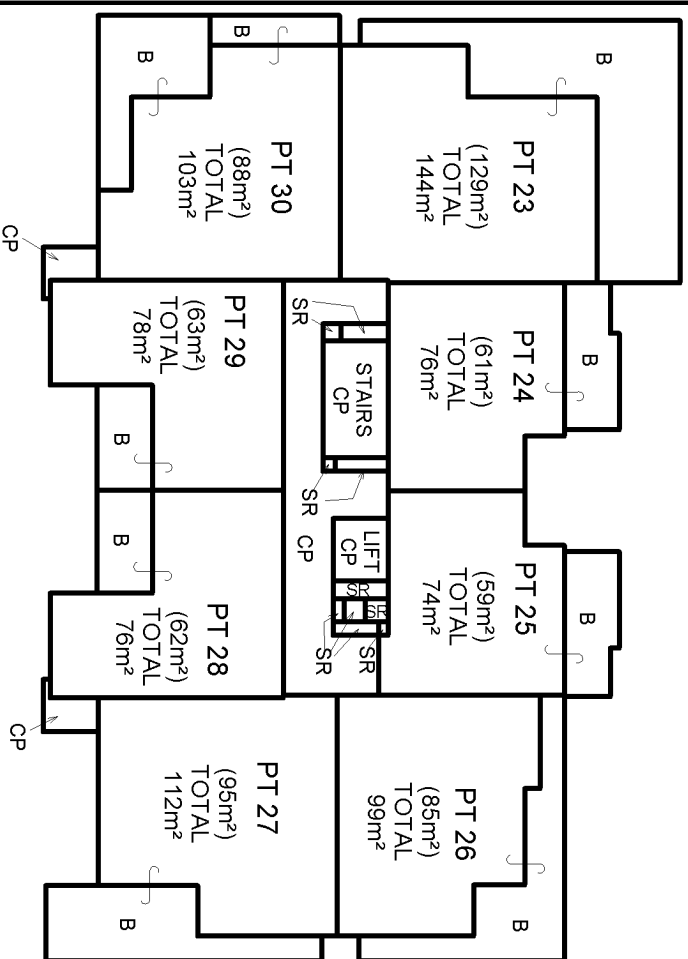
SP94210

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

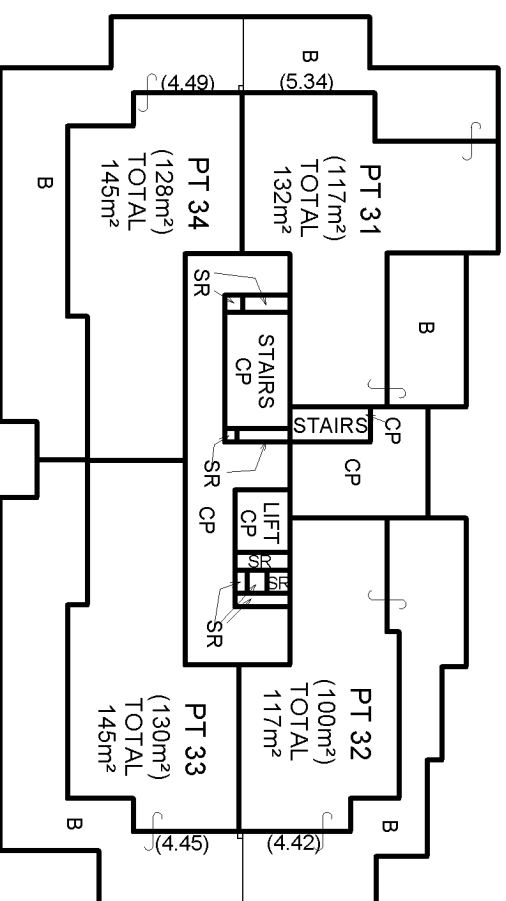
Sheet 6 of 6 sheets

LEVEL THREE



B - DENOTES BALCONY
CP - DENOTES COMMON PROPERTY
SR - DENOTES SERVICES AND IS COMMON PROPERTY

LEVEL FOUR



THE STRATUM OF THE BALCONY IS LIMITED IN HEIGHT TO 2.5M ABOVE THE UPPER SURFACE OF ITS TILED FLOOR, EXCEPT WHERE COVERED WITHIN THIS LIMIT.

Surveyor: IAN WICKS
Surveyor's Ref: 13352
Subdivision No: SC 3278
Lengths are in metres. Reduction Ratio 1:200



Registered
23.10.2018

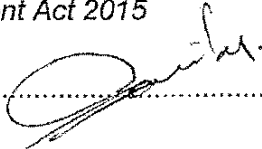
SP94210

SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
Office Use Only Registered: 23.10.2018 SP94210		Office Use Only
PLAN OF SUBDIVISION OF: LOT 1 IN DP 1247762		LGA: HORNSBY Locality: ASQUITH Parish: SOUTH COLAH County: CUMBERLAND
This is a *FREEHOLD Strata Scheme		
Address for Service of Documents 14 BOUVARDIA STREET ASQUITH NSW 2077 Provide an Australian postal address including a postcode		The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A/B Smoke penetration: Option *A/B (see Schedule 3 <i>Strata Schemes Management Regulation 2016</i>) * The strata by-laws lodged with the plan.
Surveyor's Certificate I IAN WICKS..... of 7/14 French Avenue Bankstown NSW 2200..... being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ Signature: Date: 17/9/18 Surveyor ID: 253 Surveyor's Reference: 13352..... ^ Insert the deposited plan number or dealing number of the instrument that created the easement		Strata Certificate (Accredited Certifier) I <u>GORDON WREN</u>..... being an Accredited Certifier, accreditation number <u>BPB 0447</u>, certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i>. *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>. Certificate Reference: <u>SC 3278</u> Relevant Planning Approval No.: <u>CDC 1310</u> issued by: <u>GORDON WREN</u> Signature: Date: <u>5TH OCTOBER 2018</u> ^ Insert lot numbers of proposed utility lots.

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 3 sheet(s)
Office Use Only		Office Use Only
Registered:  23.10.2018		SP94210

VALUER'S CERTIFICATE

I, JOHN SANIDAS B.COMM AAPI NO 68277 being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature:  Date 17 September 2018

SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT		
1	306	18	268
2	532	19	309
3	388	20	195
4	381	21	199
5	249	22	315
6	366	23	406
7	422	24	192
8	192	25	186
9	186	26	268
10	268	27	299
11	309	28	195
12	195	29	199
13	198	30	277
14	315	31	369
15	422	32	403
16	192	33	410
17	186	34	403
		AGGREGATE	10000

SP FORM 3.08 (Annexure)

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 3 Sheets(s)

Office Use Only

Office Use Only

Registered:



23.10.2018

SP94210

This sheet is for the provision of the following information as required:

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- A schedule of street addresses
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Street Address Table

Lot Number/Street Address	Lot Number/Street Address
LOT 1 1/14 Bouvardia Street Asquith NSW 2077	LOT 19 19/14 Bouvardia Street Asquith NSW 2077
LOT 2 2/14 Bouvardia Street Asquith NSW 2077	LOT 20 20/14 Bouvardia Street Asquith NSW 2077
LOT 3 3/14 Bouvardia Street Asquith NSW 2077	LOT 21 21/14 Bouvardia Street Asquith NSW 2077
LOT 4 4/14 Bouvardia Street Asquith NSW 2077	LOT 22 22/14 Bouvardia Street Asquith NSW 2077
LOT 5 5/14 Bouvardia Street Asquith NSW 2077	LOT 23 23/14 Bouvardia Street Asquith NSW 2077
LOT 6 6/14 Bouvardia Street Asquith NSW 2077	LOT 24 24/14 Bouvardia Street Asquith NSW 2077
LOT 7 7/14 Bouvardia Street Asquith NSW 2077	LOT 25 25/14 Bouvardia Street Asquith NSW 2077
LOT 8 8/14 Bouvardia Street Asquith NSW 2077	LOT 26 26/14 Bouvardia Street Asquith NSW 2077
LOT 9 9/14 Bouvardia Street Asquith NSW 2077	LOT 27 27/14 Bouvardia Street Asquith NSW 2077
LOT 10 10/14 Bouvardia Street Asquith NSW 2077	LOT 28 28/14 Bouvardia Street Asquith NSW 2077
LOT 11 11/14 Bouvardia Street Asquith NSW 2077	LOT 29 29/14 Bouvardia Street Asquith NSW 2077
LOT 12 12/14 Bouvardia Street Asquith NSW 2077	LOT 30 30/14 Bouvardia Street Asquith NSW 2077
LOT 13 13/14 Bouvardia Street Asquith NSW 2077	LOT 31 31/14 Bouvardia Street Asquith NSW 2077
LOT 14 14/14 Bouvardia Street Asquith NSW 2077	LOT 32 32/14 Bouvardia Street Asquith NSW 2077
LOT 15 15/14 Bouvardia Street Asquith NSW 2077	LOT 33 33/14 Bouvardia Street Asquith NSW 2077
LOT 16 16/14 Bouvardia Street Asquith NSW 2077	LOT 34 34/14 Bouvardia Street Asquith NSW 2077
LOT 17 17/14 Bouvardia Street Asquith NSW 2077	COMMON PROPERTY - CP/14 BOUVARDIA
LOT 18 18/14 Bouvardia Street Asquith NSW 2077	STREET ASQUITH NSW 2077

DAVID CUGOLA
 (SOLE DIRECTOR) & (SOLE SECRETARY)
 ASQUITH DEVELOPMENT HOLDINGS PTY LTD
 ACN 604795280



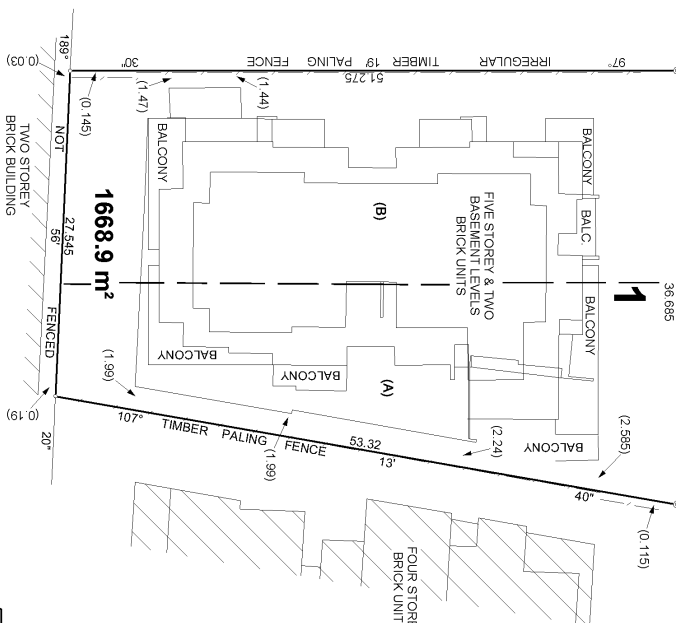
PEATS FERRY ROAD
(VARIABLE WIDTH)

BOUVARDIA STREET

STREET

DIAGRAM
SCALE 1:300

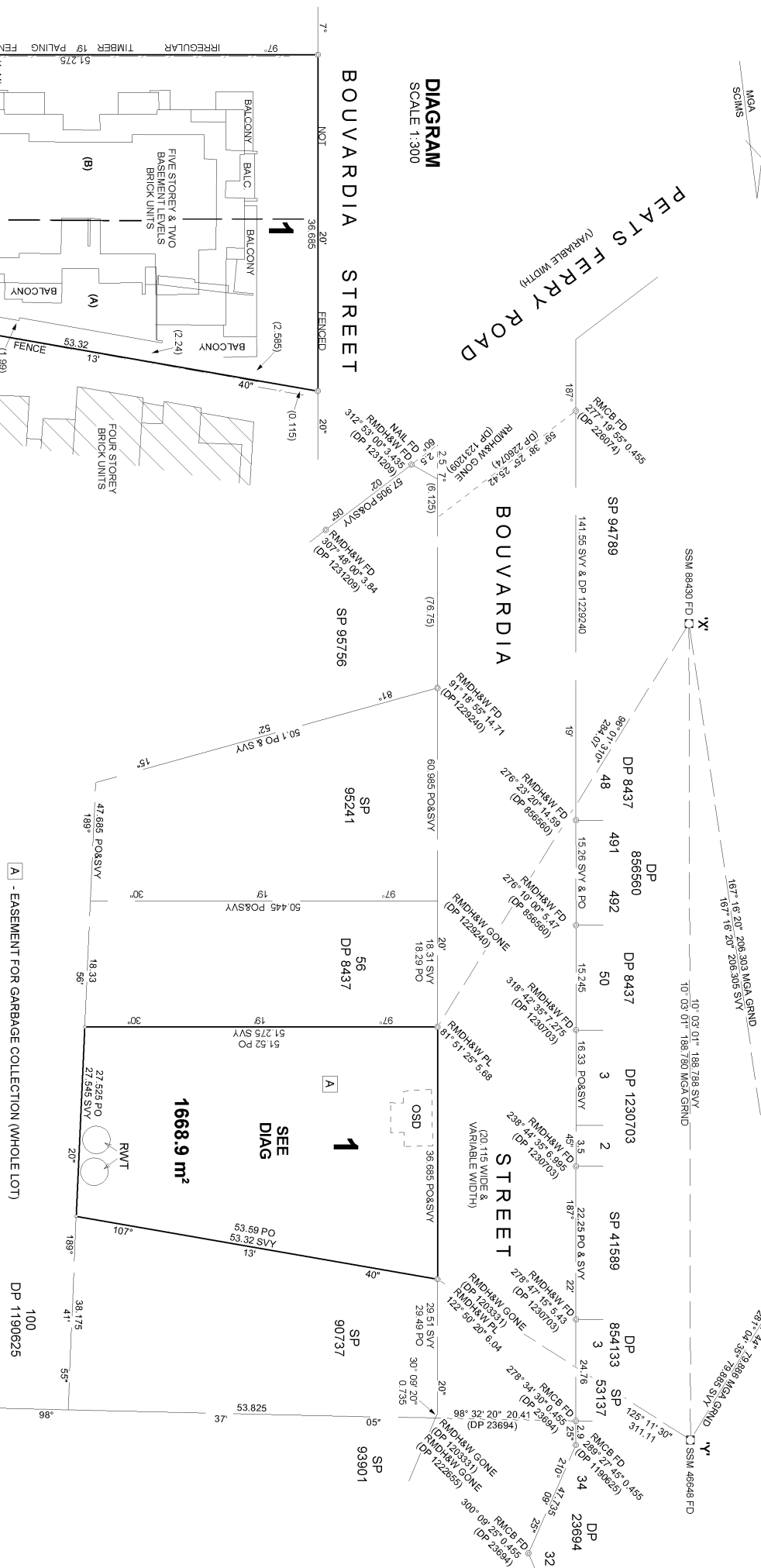
BOUVARDIA STREET



(A) COVENANT - M406095
(B) COVENANT - C65481

COORDINATE SCHEDULE						
MARK	MGA COORDINATES		CLASS	ORDER	METHOD	STATE
	EASTING	NORTHING				
SSM 86430	324 144 533	6 270 835 551	C	U	FROM SCIMS	FOUND
SSM 46648	324 177 476	6 271 021 425	C	U	FROM SCIMS	FOUND
SSM 46613	324 099 083	6 271 036 775	C	U	FROM SCIMS	FOUND
DATE OF SCIMS COORDINATES 14/08/2018			MGA ZONE: 56		MGA DATUM: GDA94	
COMBINED SCALE FACTOR: 0.999948						

[A] - EASEMENT FOR GARBAGE COLLECTION (WHOLE LOT)
OSD - DENOTES ON SITE DETENTION TANK APPROXIMATE LOCATION
RWIT - DENOTES RAIN WATER TANK APPROXIMATE LOCATION



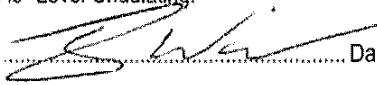
SURVEYOR
Name: IAN WICKS
Date: 28.08.2018
Reference: 13352

PLAN OF CONSOLIDATION OF
LOTS 54 & 55 IN D.P. 8437

L.G.A.: HORNSBY
Locality: ASQUITH
Reduction Ratio: 1:400
Lengths are in metres

REGISTERED
23.10.2018

DP1247762

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 2 sheet(s)	
Registered:  23.10.2018 Title System: TORRENS		Office Use Only		Office Use Only	
PLAN OF CONSOLIDATION OF LOTS 54 & 55 IN DP8437		DP1247762 LGA: HORNSBY Locality: ASQUITH Parish: SOUTH COLAH County: CUMBERLAND			
Survey Certificate I, IAN WICKS of Sydney Surveyors 7/14 French Avenue Bankstown NSW 2200 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on 28/08/2018....., or *(b) The part of the land shown in the plan (*being/*excluding ** was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: 'X'-Y' Type: *Urban The terrain is *Level-Undulating. Signature:  Dated: 28/08/2018 ... Surveyor Identification No: 253 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.		Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:			
		Subdivision Certificate I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Accreditation number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number: *Strike through if inapplicable.			
Plans used in the preparation of survey. DP8437 DP23694 DP1190625 DP1222655 DP1203331 DP1230703 DP1231209		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.			
Surveyor's Reference: 13352		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A			

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Registered:



23.10.2018

Office Use Only

Office Use Only

**PLAN OF CONSOLIDATION OF LOTS 54 & 55
IN DP8437**

DP1247762

This sheet is for the provision of the following information as required:

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

Subdivision Certificate number:

Date of Endorsement:

Street Address Table

Lot 1 : 14 Bouvardia Street Asquith NSW 2077

Pursuant to Section 88b of the Conveyancing Act 1919, as amended, it is intended to create:

1. Easement for garbage collection (whole lot)
2. Positive Covenant
3. Restriction on the use of land

DAVID CUGOLA

(SOLE DIRECTOR)

ASQUITH DEVELOPMENT HOLDINGS PTY LTD

ACN/604795280

If space is insufficient use additional annexure sheet

Surveyor's Reference: 13352

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

ePlan

Lengths are in metres.

(Sheet 1 of 7 Sheets)

PLAN : **DP1247762**

Consolidation of Lots 54 & 55 in Deposited
Plan 8437

Full name and address of
proprietor of the land:

Asquith Development Holdings Pty Ltd
12-14 Bouvardia Street Asquith NSW 2077

PART 1

1. Identity of Easement
firstly referred to in
abovementioned plan

Easement for garbage collection (whole lot)

SCHEDULE OF LOTS AFFECTED

Lots burdened.
1

Authority Benefited.
Hornsby Shire Council

2. Identity of Positive Covenant
secondly referred to in
abovementioned plan

Positive Covenant

SCHEDULE OF LOTS AFFECTED

Lots burdened.
1

Authority Benefited.
Hornsby Shire Council

3. Identity of Positive Covenant
thirdly referred to in
abovementioned plan

Restriction on the use of land

SCHEDULE OF LOTS AFFECTED

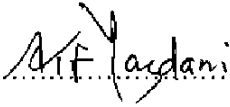
Lots burdened.
1

Authority Benefited.
Hornsby Shire Council

PART 2

Terms of the easement firstly referred to in the abovementioned plan

Full and free right for the Transferee, its servants and agents and all persons authorised by the Transferee to go, pass and repass over the whole of the land hereinbefore described as the servient tenement at all times with or without vehicles for the purpose of collecting and removing garbage, recycling and refuse from the servient tenement.

Hornsby Shire Council.....  Authorised Officer

Ahmed Yazdani

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

ePlan

Lengths are in metres.

(Sheet 2 of 7 Sheets)

PLAN: **DP1247762**

Consolidation of Lots 54 & 55 in Deposited
Plan 8437

Full name and address of
proprietor of the land:

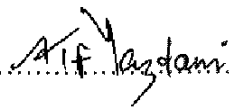
Asquith Development Holdings Pty Ltd
12-14 Bouvardia Street Asquith NSW 2077

PART 2 (cont)

The rights hereby granted may be exercised by the Transferee, its servants, agents and all person authorised by the Transferee to enter the servient tenement without being liable for damage which may be occasional to the servient tenement or any improvements thereon including any paving, driveways, footpaths, lawns, gardens, fences, walls, buildings, or to the property of any person therein or thereon otherwise than by reason of the negligence of the Transferee, its servants and agents and/or of persons authorised by the Transferee.

Without limiting the generality of and notwithstanding anything hereinbefore contained, if any carriage way or parking area and/or the adjacent land supporting the same is damaged by reason of the movement thereon of any vehicle being used in connection with the collection of garbage/recycling from the servient tenement neither the Transferee, its servants and agents nor any person authorised by the Transferee shall be liable in respect thereof. The Transferee its servants and agents and all person authorised by it to exercise the rights hereby granted shall be indemnified and be kept indemnified by the Transferor, its successors and assigns against all actions, suits, causes or action or suits, claims, demands, proceedings, costs, charges, damages or expenses whatsoever which may be brought or made, instituted, or claimed against and from them or any of them by the Owner or occupier of the servient tenement or any part thereof or by any person in respect of any loss or injury sustained or threatened or damages suffered or feared by any such person whether in property or person as a consequence of any act or thing done or omitted by any person whilst upon the servient tenement for the purpose of collecting garbage/recycling from the same or for a purpose incidental thereto except where such loss, injury or damages result from the negligence of the Transferee, its servants, agents or of any person authorised by the Transferee as aforesaid.

Nothing herein contained shall oblige the Transferee to have garbage/recycling collection from points within the servient tenement or shall prevent the Transferee from discontinuing collection from within the servient tenement PROVIDED ALWAYS that if the Transferee discontinues collection of garbage from within the servient tenement the Transferee and the registered proprietor for the time being of the servient tenement shall respectively have the same rights and obligations with regard to the removal of garbage/recycling from the servient tenement as they would have had if this transfer had not been executed.

Hornsby Shire Council.....  Authorised Officer

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

Lengths are in metres.

ePlan
(Sheet 3 of 7 Sheets)

PLAN : **DP1247762**

Consolidation of Lots 54 & 55 in Deposited
Plan 8437

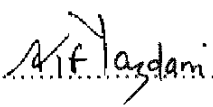
Full name and address of
proprietor of the land:

Asquith Development Holdings Pty Ltd
12-14 Bouvardia Street Asquith NSW 2077

PART 2 (cont)

Terms of the positive covenant secondly referred to in the abovementioned plan

1. The proprietors of the land abovementioned, hereinafter known as the “registered proprietor”, shall include the registered proprietor of the land from time to time and all his heirs, executors, assigns and successors in title to the land and where there are two or more registered proprietors of the land the terms of this covenant shall bind all those registered proprietors jointly and severally.
2. The registered proprietor of the land so burdened shall, in respect of the “on-site detention and water sensitive urban design rainwater reuse tank system” which expression shall include all ancillary gutters, downpipes, pipes, drains, walls, kerbs, pits, grates, tanks and surfaces designed to temporarily detain, cleanse, and control stormwater, hereinafter call “the system”:-
 - a) permit stormwater to be temporarily detained and treated by the system;
 - b) keep the system clean and free from silt, rubbish, debris and the like;
 - c) maintain the volume of the system to have a storage capacity of not less than 43.01 cubic metres and a maximum discharge rate, when full, of 32 litres per second;
 - d) maintain, repair and replace the system or any part thereof due to decay or damage without delay so that it functions in a safe and efficient manner;
 - e) carry out regular service, maintenance, repair or replacement of the rainwater reuse system in accordance with the system component manufacturers’ product specification to ensure all treated outflows from the system reduce inflow pollutant loadings to Hornsby Council’s Development Control Plan standards;
 - f) permit the Hornsby Shire Council or it’s authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect and undertake emergency works on the land so burdened for the compliance with the requirements of this clause;

Hornsby Shire Council.......... Authorised Officer

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

ePlan

Lengths are in metres.

(Sheet 4 of 7 Sheets)

PLAN: **DP1247762**

Consolidation of Lots 54 & 55 in Deposited
Plan 8437

Full name and address of
proprietor of the land:

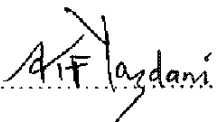
Asquith Development Holdings Pty Ltd
12-14 Bouvardia Street Asquith NSW 2077

PART 2 (cont)

- g) comply with the terms of any written notice issued by the Hornsby Shire Council in respect to the requirements of this clause within the time stated in the notice;
- h) meet any reasonable cost incurred by the Hornsby Shire Council in completing the work requested in writing pursuant to the above, where the registered proprietor fails to comply with any written request of the Hornsby Shire Council;
- i) indemnify and keep indemnified the Hornsby Shire Council from and against all claims, demands, actions, suits, causes of actions, sum or sums of money, compensation, damages, costs and expenses which the Hornsby Shire Council or any other person may suffer as a result of any malfunction or non-operation of the system or any failure of the registered proprietor to comply with the terms of this covenant.

Terms of the restriction on the use of land thirdly referred to in the abovementioned plan

- 1. The proprietors of the land abovementioned, hereinafter known as the "registered proprietor", shall include the registered proprietor of the land from time to time and all his heirs, executors, assigns and successors in title to the land and where there are two or more registered proprietors of the land the terms of this restriction shall bind all those registered proprietors jointly and severally.
- 2. The registered proprietor of the land so burdened, in respect of the "on-site detention system and rainwater reuse system" which expression shall include all ancillary gutters, downpipes, pipes, drains, walls, kerbs, pits, grates, tanks and surfaces designed to temporarily detain, cleanse, and control stormwater, hereinafter called "the system":-
 - a) not allow any obstruction or interference of any kind to be erected, placed, created or performed so as to inhibit the flow of water to and from the system;

Hornsby Shire Council.....  Authorised Officer

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

ePlan

Lengths are in metres.

(Sheet 5 of 7 Sheets)

PLAN : **DP1247762**

Consolidation of Lots 54 & 55 in Deposited
Plan 8437

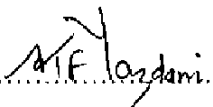
Full name and address of
proprietor of the land:

Asquith Development Holdings Pty Ltd
12-14 Bouvardia Street Asquith NSW 2077

PART 2 (cont)

- b) except in accordance with the Hornsby Shire Council approved plan,
not allow any building erection or structure to be constructed, or allow
to remain constructed on the burdened lot denoted (OSD) and (RWT);
- c) not carry out, or allow to be carried out any change of land profile or
earthworks on the burdened lot denoted (OSD) and (RWT);
- d) not carry out, or allow to be carried out any alterations to the system
including surface levels, grates, pipes or any other material or elements
thereof outside those normally required for formation, maintenance and
proper function of the system.

The authority whose consent is required to release, vary or modify the above easement,
positive covenant and restriction on the use of land is Hornsby Shire Council.

Hornsby Shire Council.......... Authorised Officer

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

ePlan

Lengths are in metres.

(Sheet 6 of 7 Sheets)

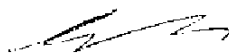
PLAN: **DP1247762**

Consolidation of Lots 54 & 55 in Deposited
Plan 8437

Full name and address of
proprietor of the land:

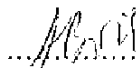
Asquith Development Holdings Pty Ltd
12-14 Bouvardia Street Asquith NSW 2077

Signed in my presence by


..... **DAVID W. G. G. G.**
Asquith Development Holdings Pty Ltd (Director) **(SOLE DIRECTOR)**
~~ABN~~
ACN **604 795280**

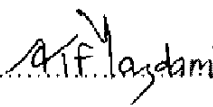
~~.....
Asquith Development Holdings Pty Ltd (Director/Secretary)
ABN
ACN~~

who are personally known to me


.....
signature of witness

ANDREW BRITZ
.....
Name of witness

1 HARSTAF CLOSE, BELROSE NSW 2085
DESIGN COORDINATOR
.....
Address and occupation of witness

Hornsby Shire Council.....  Authorised Officer

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

ePlan

Lengths are in metres.

(Sheet 7 of 7 Sheets)

PLAN: **DP1247762**

Consolidation of Lots 54 & 55 in Deposited
Plan 8437

Full name and address of
proprietor of the land:

Asquith Development Holdings Pty Ltd
12-14 Bouvardia Street Asquith NSW 2077

Hornsby Shire Council by its authorised delegate pursuant to s.377 Local government Act 1993

A.F. Yazdani

Signature of delegate

Ahmed Yazdani

Name of delegate

Senior Development Engineer

I certify that I am an eligible witness and that the delegate signed in my presence

[Signature]

Signature of Witness

Andrew Lam

Name of Witness

296 Peats Ferry Road, Hornsby NSW 2077

Address of Witness

REGISTERED



23.10.2018

Transfer
Endorsement
Certificate

EE SIMPLE.

Name, residence,
occupation, or other
designation, in full,
of transferor.



MEMORANDUM OF TRANSFER

REAL PROPERTY ACT, 1900



A406095V



N. S. W. REALTY CO LIMITED

A 406095

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

All subsisting encum-
brances must be noted
hereon. (See page 2.)

If the consideration be
not pecuniary, state its
nature concisely.

being registered as the proprietor of an Estate in *fee simple*^b in the land hereinafter described,
subject, however, to such encumbrances, liens, and interests, as are notified by memorandum
underwritten or endorsed hereon,^c in consideration of a Forty six pounds

Two shillings and sixpence (£ 46 / 2 / 6)

Name, residence,
occupation, or other
designation, in full,
of transferee.

paid to me by WILLIAM SIMPSON of Petersham Plumber

If a minor, state of
what age, and forward
certificate or declara-
tion as to date of birth.

If a married woman,
state name, residence,
and occupation of
husband.

the receipt whereof I hereby acknowledge, and in consideration of the natural
love and affection for his wife Ethel May Simpson and by the direction
of the said WILLIAM SIMPSON

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

do hereby transfer to the said ETHEL MAY SIMPSON

Area in acres, roods,
or perches.

ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing

Parish or town and
county.

situate in Parish of South Colah County of Cumberland

"The whole" or "part,"
as the case may be.

"Crown grant," or
"Certificate of Title."

being part of the land comprised in Certificate of Title

Strike out if not
appropriate.

dated 22 nd November 1915 registered volume No. 2608 folio 183

These references will
suffice, if the whole
land in the grant or
certificate be
transferred.

But if a part only
(unless a plan has been
deposited, in which
case a reference to
the No. of allotment
and No. of plan will
be sufficient), a
description or plan
will be required and
may be either
embodied in this
transfer or annexed
thereto, with an
explanatory prefix:—
"as delineated in the
plan hereon [or
"annexed hereto"] or
"described as follows,
viz.":—

and also in the pieces of land as follows:— and being Lot 54 (fifty four)
Broadmeadow Estate as shewn on Deposited Plan No 8437

AND the said ETHEL MAY SIMPSON doth hereby for herself her heirs
executors administrators and assigns COVENANT AND AGREE with the
said N.S.W. REALTY CO. LIMITED and its assigns that she the said
Ethel May Simpson her heirs executors administrators and assigns
shall not nor will at any time hereafter erect or permit or suffer
to be erected on the land above described any main building of
less value than TWO HUNDRED POUNDS (£200) AND that on the erection
of any such building the said land shall be fenced AND that no
advertisement hoarding shall be erected on the land above described.

Any annexure must
be signed by the
parties and their
signatures witnessed.
Here also should be
set forth any right-of-
way or easement, or
exception, if there be
any such not fully
disclosed either in the
principal description
or memorandum of
encumbrances.

[Rule up all blanks before signing.]

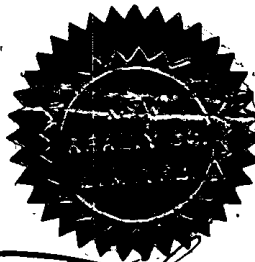
Any provision in
addition to, or modifica-
tion of, the covenants
implied by the Act,
may also be inserted.

The form when filled in should be ruled up so that no additions are possible. No alteration 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.

[Price, 6d.]

- p See note "c," page 1.
A very short note of the particulars will suffice.

The Common Seal of
N.S.W. Realty Co Limited
was hereto affixed by the Managing Director
this 28th day of August
1918 in the presence of
John Sherring
Doer Secretary



Arthur Dickson
Managing Director.

[Rule up all blanks before signing.]

- m If this instrument be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferror is known, no further authentication is required. Otherwise the ATTESTING WITNESS must appear before one of the above functionaries to make a declaration in the annexed form.

This applies only to instruments signed within the State. If the parties be resident without the State, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place.

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

- n Repeat attestation for additional parties if required.

SE 3121

In witness whereof, I have hereunto subscribed my name, at

the _____ day of _____ in the year
of our Lord one thousand nine hundred and

Signed in my presence by the said

WHO IS PERSONALLY KNOWN TO ME

Signed^a

Transferror.*

I direct the above transfer
Witness John Sherring

William Simpson
7/7/18

* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the usual declaration that no notice of revocation has been received.

for the signature of the Transferree hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferree, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

Signed in my presence by the said

Ethel May Simpson

WHO IS PERSONALLY KNOWN TO ME

Henry James Orsney

Ethel May Simpson
Transferree.

(*The above may be signed by the Solicitor, when the signature of Transferree cannot be procured. See note "o" in margin.)

N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

I FRANCIS FAUCETT MORAN being the Mortgagee under Mortgage

dated 30th day of October 1915 No. 212421 hereby discharge

the said Mortgage so far as relates to Lot fifty four (54)

on Deposited Plan No. 8437 without prejudice to my rights in

respect of the remaining land subject to the said Mortgage.

Dated this *Twenty eighth* day of *August* A.D. 1918

Witness.

James Orsney *F. F. Moran*
Notary Public *by his Attorney*
Henry James Orsney *R. W. M. D'Almeida*

Declaration

[Signature]

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me, at _____, the

day of _____, one thousand nine hundred and

the attesting witness, to this _____ and declared that he personally knew

the person signing the same, and whose signature thereto he has attested; and that the

name purporting to be such signature of the said

is his own handwriting, and that he was of

sound mind, and freely and voluntarily signed the same.

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

Name of witness and residence.

Name of Transferrer.

Name of Transferee.

Registrar-General, Deputy, Notary Public, J.P., or Commissioner for Affidavits.

28 1/4 per Lot 57. W.P. 1437.
Shire of Hornsby
Rt South Colah Cumberland

Lodged by

(Name) *E.R.M. Newton*
John
(Address) *82 Pitt Street Sydney*

(Subject to Covenant)

N.S.W. Realty Co. Limited

Ethel May Simpson Transferror.
Transferree.

Particulars entered in the Register Book, Vol. *2608*

Folio *183*

CHECK SLIP

the *27th* day of *September*, 19*18*,
at *minutes* *2* o'clock
in the *after* noon.

Beliauer

Registrar General.

	DATE	INITIALS
SENT TO SURVEY BRANCH	<i>4.9.18</i>	<i>H</i>
RECEIVED FROM RECORDS	<i>4.9.18</i>	<i>J.H.B.</i>
DRAFT WRITTEN	<i>4.9.18</i>	<i>J.H.B.</i>
DRAFT EXAMINED	<i>5.9.18</i>	<i>J.H.B.</i>
DIAGRAM COMPLETE	<i>6.9.18</i>	<i>S.S.</i>
DIAGRAM EXAMINED	<i>12.9.18</i>	<i>J.H.B.</i>
DRAFT FORWARDED	<i>12.9.18</i>	<i>J.H.B.</i>
RETD TO RECORDS (REQUISITION)		
RETD TO RECORDS (REGISTER)		
RETURNED FROM RECORDS		
CERTIFICATE ENCROSSED		
SUPT. OF ENCROSSLERS	<i>30 SEP 1918</i>	<i>J.H.B.</i>
DEP. REGISTRAR GENERAL		

2879 *250*

No Transfer can be registered until the fees are paid.
If a part only of the land is transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but to save this expense, if it be intended to make several transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a new Certificate of Title if the whole of the land is transferred, and so may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.
The Transfer is complete from the moment it is recorded.
Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.



MEMO



R.P. 13.

South Wales.

PROPERTY ACT, 1919

APR 29 12 20

122431C

122431C

FIRST

Lodgment ...

Endorsement

Certificate ...

C 65481

I, N.S.W. REALTY CO. LIMITED (Liquidation)

(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 One hundred and fifteen pounds

(£115/-) (the receipt whereof is hereby acknowledged) paid to by

MARY KARAM of Waitara Widow

(herein called transferee)

do hereby transfer to the said transferee MARY KARAM

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

(c)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	<u>Cumberland</u>	<u>South Colah</u>	<u>part and being</u> <u>Lot 55 on Depos-</u> <u>ited Plan No.</u> <u>8437.</u>	<u>2608</u>	<u>183</u>

And the transferee covenants with the transferor

And the Transferee hereby for herself her executors administrators and assigns and so as to bind not only herself her executors, administrators and assigns but also the said piece of land hereinbefore expressed to be hereby transferred and the successive owners and tenants thereof COVENANTS with the said Company and its assigns that the Transferee her executors, administrators or assigns shall not erect or permit to be erected on the said land any main building of less value than Two hundred pounds AND that no advertisement hoarding shall be erected on the said land.

AND for the purposes of Section 89 of the Conveyancing Act of 1919, IT IS HEREBY FURTHER AGREED AND DECLARED that:—

- The land to which the benefit of the above covenants is intended to be appurtenant is the whole of the land comprised in Deposited Plan 8437 other than the land hereby transferred.
- The land which is to be subject to the burden of the above covenants is the land described herein.
- The above covenants or any of them may be released, varied or modified

ENCUMBRANCES, &c., REFERRED TO.

by or with the consent of the said Company or its legal representative

ENCUMBRANCES, &c., REFERRED TO.

Signed at Sydney

the fifteenth day of April 1931.

THE COMMON SEAL of N.S.W. REALTY CO. LIMITED (in Liquidation) was hereto affixed by SIR ARTHUR RICHARD the duly appointed Liquidator thereof this Thirtieth day of January 1931 in the presence of:

Signed—

Legl. House

Arthur Richard
Liquidator.

Transferor.

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

W. J. Karam

Mary Karam

Transferee.

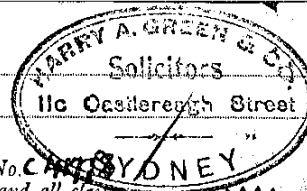
If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

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

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

C. 65481

LODGED BY



CONSENT OF MORTGAGEE.

CITY MUTUAL LIFE ASSURANCE SOCIETY LIMITED mortgagee under Mortgage No. CANBYONEY
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

THE COMMON SEAL of the CITY MUTUAL LIFE ASSURANCE SOCIETY LIMITED was hereto affixed by the Directors thereof on this 11th day of May 1921, in the presence of Harry A. Green & Co.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the day of 19 .
Signed at the place and on the date above-mentioned, in the presence of—

FORM OF DECLARATION BY ATTESTING WITNESS.*

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

* Section of Powers Act, 1915, or the Execution of Trusts (War Facilities) Act, 1917.

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

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

MEMORANDUM OF TRANSFER OF

 Acres roods 37 1/2 perches.
Lot 55 of 8437 Bourgardia St
subject to
Shire Hornsby
Municipality
Parish South Creek County

Mary Karam Transferee.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

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

Particulars entered in Register Book, Vol. 266 Fol. 183

the 8th day of May 1921
at -minutes 20 o'clock in the noon.

Harry A. Green & Co.
Acting Registrar-General.

PROGRESS RECORD

	Initials	Date
Sent to Survey Branch...	<u>GA</u>	<u>27/5/21</u>
Received from Records...	<u>GA</u>	<u>11.5.21</u>
Draft written ...	<u>GA</u>	<u>11/5/21</u>
Draft examined ...	<u>GA</u>	<u>11/5/21</u>
Diagram prepared	<u>GA</u>	<u>2.5.21</u>
Diagram examined	<u>GA</u>	<u>2.5.21</u>
Draft forwarded	<u>GA</u>	<u>2.5.21</u>
Supt. of Engravers	<u>GA</u>	<u>2.5.21</u>
Cancellation Clerk	<u>GA</u>	<u>2.5.21</u>
VOL. <u>4483</u> FOL. <u>56</u>		
Diagram Fees ...		
Additional Folios		

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

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

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

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

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



Online Services Portal
Public User
Hornsby Shire Council

PLANNING CERTIFICATE UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 AS AMENDED

Certificate Number:	A2147963
Reference:	POUR - 21/3652:119519
Issue Date:	13 August 2021
Receipt No.:	7066388
Fee Paid:	\$53.00
ADDRESS:	No. 29/14 Bouvardia Street, ASQUITH NSW 2077
DESCRIPTION:	Lot 29 SP 94210
The land is zoned:	R4 High Density Residential

The information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment Regulation 2000.

**THIS CERTIFICATE IS DIRECTED TO THE FOLLOWING MATTERS
PRESCRIBED UNDER SECTION 10.7 (2) OF THE ABOVE ACT.**

1. Names of relevant planning instruments and DCPs

- (1) The name of each environmental planning instrument that applies to the carrying out of development on the land.

(A) Local Environmental Plans

The Hornsby Local Environmental Plan (HLEP) 2013, as amended, applies to all land in the Shire unless otherwise stated in this certificate.

Refer to Council's website www.hornsby.nsw.gov.au/hlep to view the HLEP.

State Environmental Planning Policies

SEPP No. 19 - Bushland in Urban Areas
 SEPP No. 21 - Caravan Parks
 SEPP No. 33 - Hazardous and Offensive Development
 SEPP No. 50 - Canal Estate Development
 SEPP No. 55 - Remediation of Land
 SEPP No. 64 – Advertising and Signage
 SEPP No. 65 – Design Quality of Residential Apartment Development
 SEPP No. 70 – Affordable Housing (Revised Schemes)
 SEPP (Building Sustainability Index: BASIX) 2004
 SEPP (Housing for Seniors or People with a Disability) 2004
 SEPP (State Significant Precincts) 2005
 SEPP (Mining, Petroleum Production and Extractive Industries) 2007
 SEPP (Infrastructure) 2007
 SEPP (Exempt and Complying Development Codes) 2008
 SEPP (Affordable Rental Housing) 2009
 SEPP (State and Regional Development) 2011
 SEPP (Vegetation in Non-Rural Areas) 2017
 SEPP (Educational Establishments and Child Care Facilities) 2017
 SEPP (Coastal Management) 2018
 SEPP (Concurrences and Consents) 2018
 SEPP (Primary Production and Rural Development) 2019
 SEPP (Koala Habitat Protection) 2021

Deemed State Environmental Planning Policies

SREP No. 20 - Hawkesbury-Nepean River (No. 2 - 1997).

- (2) The name of each **proposed environmental planning instrument** that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the

council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

(A) **Proposed Local Environmental Plans**

No proposed Local Environmental Plans apply to this land.

(B) **Proposed State Environmental Planning Policies**

State Environmental Planning Policy (Housing)
 State Environmental Planning Policy (Design and Place)
 State Environmental Planning Policy (Remediation of Land)
 State Environmental Planning Policy (Environment) 2017
 Amendment to State Environmental Planning Policy (State and Regional Development) 2011
 Amendment to State Environmental Planning Policy (Infrastructure) 2007
 Amendment to State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
 Amendment to State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

Information is available on the NSW Department of Planning, Industry and Environment's website: <https://www.planningportal.nsw.gov.au/draftplans>

(3) The name of each development control plan that applies to the carrying out of development on the land.

Hornsby Development Control Plan (HDCP) 2013

Refer to Council's website www.hornsby.nsw.gov.au/hdcp to view the HDCP.

(4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

2. Zoning and land use under relevant LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described).

(A) The HLEP 2013 applies to the land unless otherwise stated in this certificate and identifies the land to be:

R4 High Density Residential

- (B) The purpose for which the instrument provides that development may be carried out within the zone without the need for development consent:

Refer to Attachment

Note: Also refer to the applicable SEPP instrument for provisions regarding Development without Consent and Exempt Development

- (C) The purposes for which the instrument provides that development may not be carried out within the zone except the development consent:

Refer to Attachment

Note: Also refer to the applicable SEPP instrument for provisions regarding Development with Consent.

- (D) The purposes for which the instrument provides that development is prohibited within the zone:

Refer to Attachment

- (E) Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed?

NO

- (F) Whether the land includes or comprises critical habitat?

NO

- (G) Whether the land is in a conservation area (however described)?

NO

- (H) Whether an item of environmental heritage (however described) is situated on the land?

NO

2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

To the extent that the land is within any zone (however described) under:

- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 and (the 2006 SEPP)*, or
- (b) a Precinct Plan (within the meaning of the 2006 SEPP), or
- (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the ACT.

NO

3. **Complying Development**

Whether or not the land is land on which complying development may 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 Developments Code) 2008*. If complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy, and the reasons why it may not be carried out under those clauses.

General Housing Code and Rural Housing Code

Complying Development under the General Housing Code or Rural Housing Code **may** be carried out on the land.

Low Rise Housing Diversity Code

Complying Development under the Low Rise Housing Diversity Code **may not** be carried out on the land. The land is affected by specific land exemptions.

Note. Any specific land exemptions listed apply to all or part of the land. Complying development that is located on a part of the land that does not comprise the land that forms a specific land exemption may be carried out on that part of the land. The land that does not satisfy the various land based requirements under Clauses 1.17A, 1.18 and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 are shown coloured pink in Council's web-based Mapping Application by ticking the "Code SEPP-Non Complying Land/Low Rise Housing Diversity" map layers. The Mapping Application can be accessed on desktop computers, tablets or mobile phones by clicking on the relevant link on Council's HLEP webpage www.hornsby.nsw.gov.au/hlep

- Complying development for the purpose of this Policy is not permissible for the land zone under the *Hornsby Local Environmental Plan 2013*. Clause 1.18(1)(b) states that to be complying development for the purpose of this Policy, the development must be permissible, with consent, under an environmental planning instrument applying to the land on which the development is carried out.

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.

Housing Alterations, General Development, Commercial and Industrial Alterations, Container Recycling Facilities, Subdivisions, Demolition and Fire Safety Codes (Other Codes)

Complying Development under the Housing Alterations Code, General Development Code, Commercial and Industrial Alterations Code, Container Recycling Facilities, Subdivisions Code, Demolition Code or Fire Safety Code **may be** carried out on the land.

4. (Repealed)

4A. (Repealed)

4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

Whether the owner (or previous owner) of the land has been consented in writing to the land being subject to annual charges under Section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of Section 553B of that Act).

NO

Note: “Existing coastal protection works” are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of Section 553B of the Local Government Act 1993.

5. Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

NO

6. Road widening and road realignment

Whether or not the land is affected by any road widening or road alignment under –

- (A) Division 2 of Part 3 of the Roads Act 1993; or

NO

- (B) any environmental planning instrument; or

NO

(C) any resolution of council?

NO

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

Whether or not the land is affected by a policy:

- (a) adopted by council, or
- (b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,

that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulfate soils or any other risk (other than flooding)?

Council's and other public authorities' policies on hazard risk restrictions are as follows:

(A) **Landslip**

NO

(B) **Bushfire**

NO

(C) **Tidal inundation**

NO

(D) **Subsidence**

NO

(E) **Acid Sulfate Soils**

NO

(F) **Land contamination**

NO

Council's electronic property records do not identify the land to be contaminated, being contaminated, as having been remediated or being remediated. Notwithstanding, consideration of Council's policy and the application of provisions under relevant State legislation may still be warranted if upon further evaluation the land is found to be contaminated or potentially contaminated.

Section 1.C.3.4 Land Contamination of the *Hornsby DCP 2013* contains provisions that restrict the development of land affected by contamination or that is potentially contaminated. Specifically, the provisions may require preliminary contamination assessments, detailed investigations, remedial action plans, validation reports and site audit statements to be undertaken pursuant to *SEPP No. 55 Remediation of Land* before a site is suitable for certain development.

Hornsby DCP 2013 can be viewed on Council's website hornsby.nsw.gov.au/hdcp or at Council's Administration Building or Libraries.

Notes: Council undertakes a thorough review of all relevant records (including hard copy property files) for land within zones with a higher propensity for potentially contaminating land uses (i.e. non-residential zoned land) to identify previously approved land uses which have the potential to cause contamination in accordance with the *Managing Land Contamination - Planning Guidelines*. The result of this review is provided on Certificates issued under Section 10.7 (5) of the *EP&A Act 1979*.

If you have any queries regarding a landowner's obligations in relation to contamination issues, it is recommended that you seek your own independent professional advice.

(G) **Any other risk**

NO

7A. Flood related development controls information

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

NO

- (2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

UNKNOWN

- (3) In this clause –
flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

8. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

(A) **State Environmental Planning Policy?**

NO

(B) **Hornsby Local Environmental Plan 2013?**

NO

(C) **Planning Proposal?**

NO

9. Contribution plans

The name of each contribution plan applying to the land:

Hornsby Section 7.11 Development Contributions Plan 2020-2030

Hornsby Section 7.12 Development Contributions Plan 2019-2029

9A. Biodiversity certified land

Whether the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*?

NO

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 stewardships sites

Whether the land is land to which a biodiversity stewardship site agreement under part 5 of the Biodiversity Conservation Act 2016 relates, (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of the Environment and Heritage)?

NO

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

Whether the land contains a set aside area under Section 60ZC of the Local Land Services Act 2013, (but only if the council has been notified of the existence of the set aside by Local Land Services or it is registered in the public register under that section)?

NO

11. Bush fire prone land

Whether any of the land has been identified as bush fire prone land?

NO

12. Property vegetation plans

Whether the land is land to which property vegetation plan under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applies to this land?

NO

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

Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on this land (but only if the council has been notified of the order)?

NO

14. Directions under Part 3A

Whether there is a direction by the Minister in force under Section 75P_(2)(c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of project or a stage of a project on the land under Part 4 of the Act does not have effect?

NO

15. Site compatibility certificates and conditions for seniors housing

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

NO

(b) Whether there are any terms of a kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 that have imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

NO

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

Whether there is a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), issued in respect of proposed development on this land?

NO

17. Site compatibility certificates and conditions for affordable rental housing

(1) Whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land?

NO

(2) Whether there are any terms of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land?

NO

18. Paper subdivision information

(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

NO DEVELOPMENT PLAN APPLIES

(2) The date of any subdivision order that applied to the land.

NO SUBDIVISION ORDER APPLIES

(3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

19. Site verification certificates

Whether there is a current site verification certificate, of which the council is aware, in respect of the land?

NO

20. Loose-fill asbestos insulation

Whether the land includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division?

NO

21. Affected building notices and building product rectification orders

Whether there is any affected building notice of which the council is aware that is in force in respect of the land?

NO

Note: *affected building notice* has the same meaning as in the *Building Products (Safety) Act 2017*.

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

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

(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act - if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

NO

(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,

NO

(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act – if it is the subject of such an approved proposal at the date when the certificate is issued,

NO

(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act – if it is subject to such an order at the date when the certificate is used,

NO

(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act – if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

NO

Steven Head



General Manager per

PLEASE NOTE: COUNCIL RETAINS THE ELECTRONIC ORIGINAL OF THIS CERTIFICATE.

WHERE THIS CERTIFICATE REFERS TO INFORMATION DISPLAYED ON COUNCIL'S WEBSITE OR TO ANY EXTERNAL WEBSITE, IT REFERS TO INFORMATION DISPLAYED ON THE WEBSITE ON THE DATE THIS CERTIFICATE IS ISSUED.

Hornsby Local Environmental Plan 2013 - Land Use Table

Zone R4 High Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a high density residential environment.
- To provide a variety of housing types within a high density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.

2 Permitted without consent

Environmental protection works

3 Permitted with consent

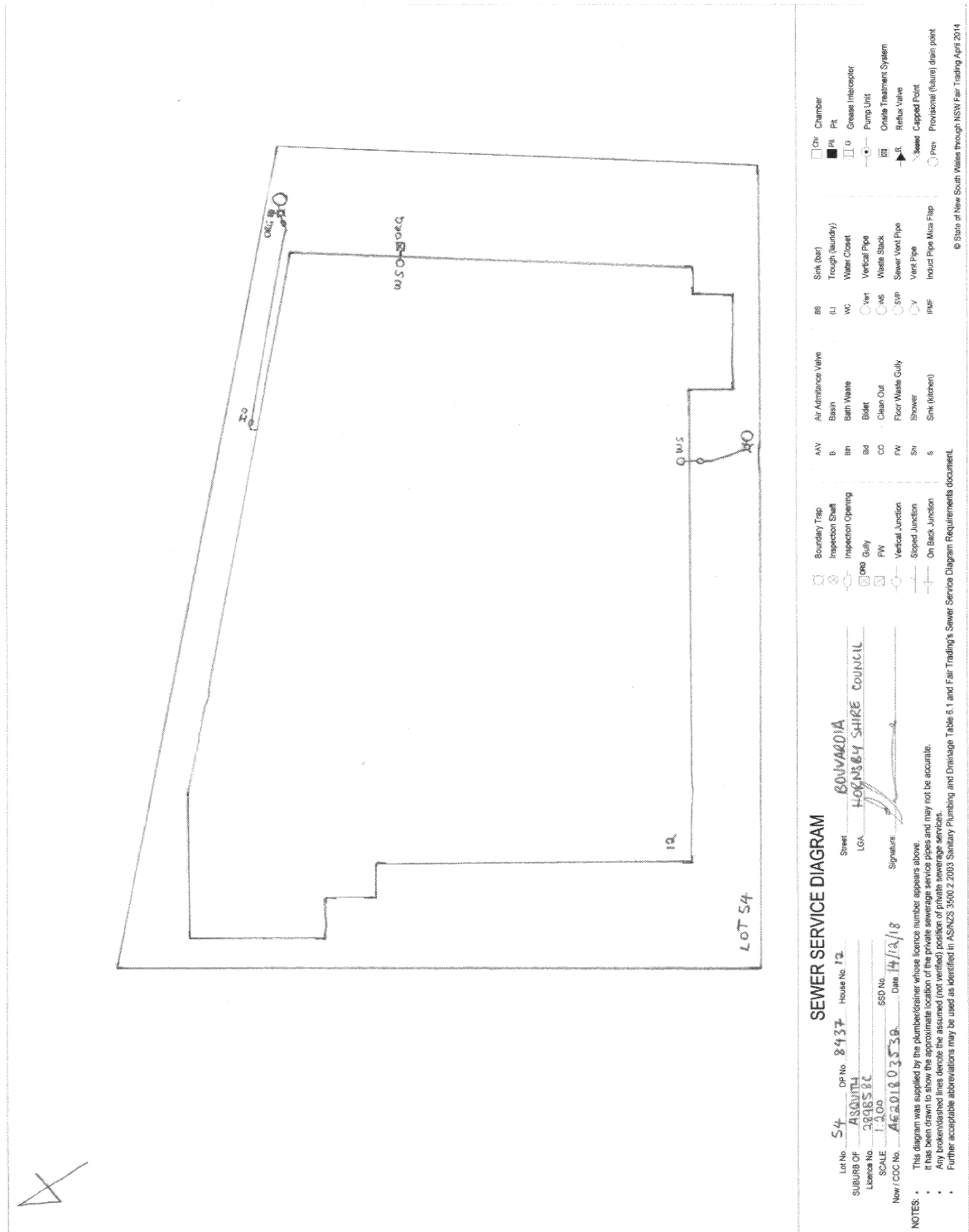
Boarding houses; Building identification signs; Business identification signs; Centre-based childcare facilities; Community facilities; Dwelling houses; Emergency services facilities; Flood mitigation works; Home-based child care; Home occupations; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Residential flat buildings; Respite day care centres; Roads; Shop top housing; Water reticulation systems

4 Prohibited

Pond-based aquaculture; Tank-based aquaculture; Any other development not specified in item 2 or 3

Sewer Service Diagram

Application Number: 8000960407



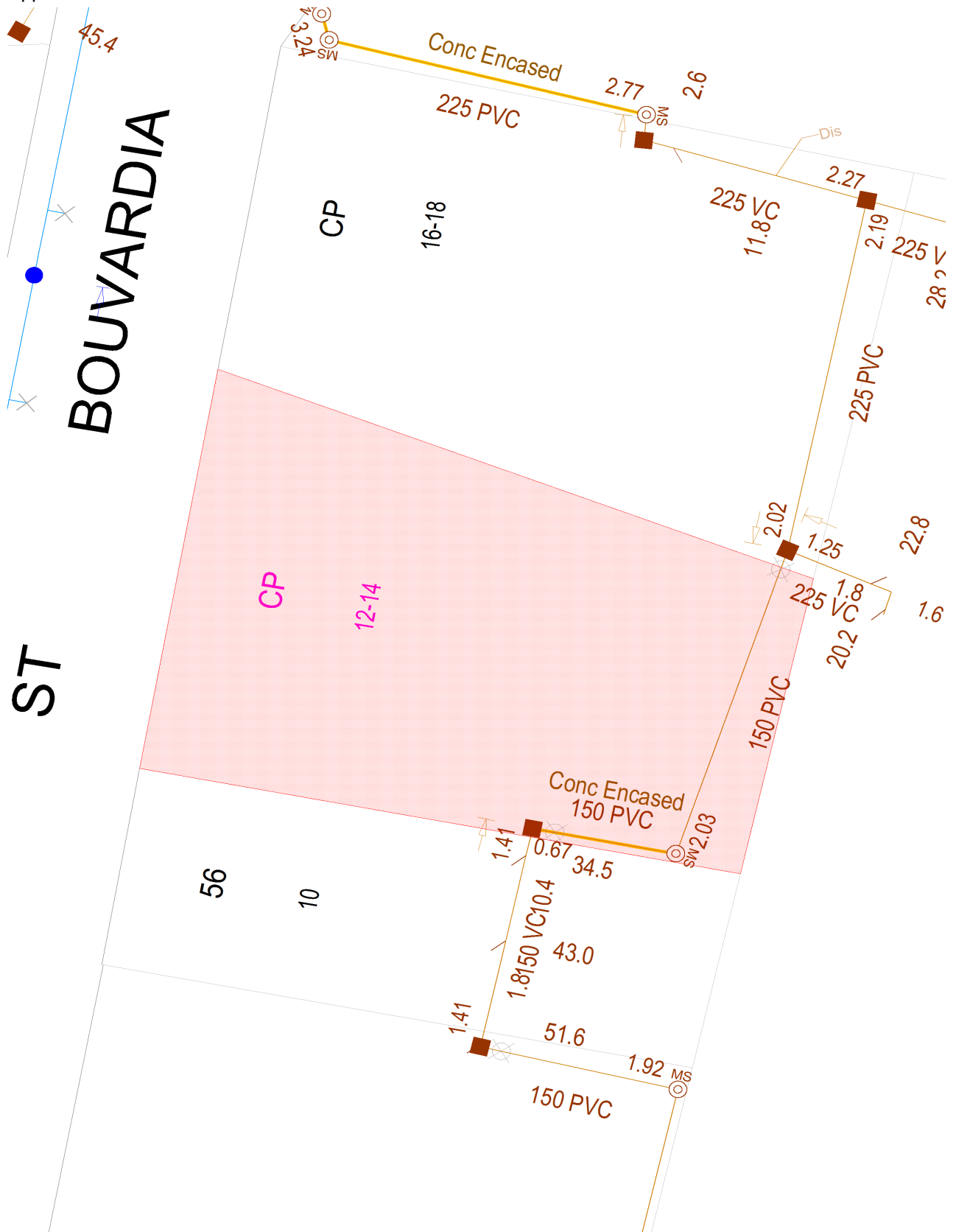
Document generated at 11-08-2021 03:11:20 PM

Disclaimer

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

Service Location Print

Application Number: 8000960411



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Disclaimer

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

Asset Information

Legend

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

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Pipe Types

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

Further Information

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

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

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

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