

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	McGrath Estate Agents 100 Blaxland Road, Ryde, NSW 2112	Phone: 8889 4187 Ref: Stefon Bertram
co-agent		
vendor	Sally Jennifer Mcleod and Sean Edward Molson	
vendor's solicitor	Hughes & Taylor 64 Victoria Road, Drummoyne NSW 2047 PO Box 537, Drummoyne NSW 1470	Phone: (02) 9819 7270 Fax: (02) 9719 8829 Ref: LH:RG:19069 E:lynne@hughes-taylor.com.au
date for completion land (address, plan details and title reference)	42nd day after the contract date 421A Blaxland Road, Denistone East, New South Wales 2112 Registered Plan: Lot 51 Plan DP 1021851 Folio Identifier 51/1021851	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> TV antenna <input checked="" type="checkbox"/> curtains <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	
price	\$
deposit	\$ _____ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

buyer's agent		
vendor	<div style="border: 1px solid black; padding: 5px; width: fit-content;"> GST AMOUNT (optional) The price includes GST of: \$ </div>	witness
purchaser	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) ☐ NO ☐ yes
Proposed electronic transaction (clause 30) ☐ no ☒ YES

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

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

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

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

Purchaser must make an *RW 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.

RW payment (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 vendor is part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

SPECIAL CONDITIONS

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

BETWEEN Sean Edward Molson and Sally Jennifer Mcleod
(Vendor)

AND
(Purchaser)

32. Amendments to Printed Form of Contract

This Contract is amended as follows:

- (a) Clause 7.1.1 is amended by substituting "5%" with \$1.00.
- (b) Clause 7.2.1 is amended by substituting 10% with \$500.00
- (c) Clause 14.4.2 is amended to read, "the amount to be adjusted for land tax is the amount of land tax actually paid or payable in respect of the land by virtue of the ownership by the registered proprietor".
- (d) Clause 16.5: delete the words "plus another 20% of that fee".
- (e) Clause 16.7 is amended by deleting the words "settlement cheques" and substituting the words "bank cheques", and by deleting the words "cash (up to \$2,000.00)".
- (f) Clause 16.8 is deleted.

33. General

- (a) In the event of any inconsistency between these Special Conditions and the printed form of this Contract, these Special Conditions shall prevail to the extent of the inconsistency.

- (b) Notwithstanding Clause 5 of this Contract, particulars of title shall be deemed to have been properly given and delivered to the Purchaser on the exchange of Contracts.

34. 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:

- (a) Die or become mentally ill, as defined in the *Mental Health Act 2007*, 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; or
- (b) Be declared bankrupt, or enter into any scheme or make any assignment for the benefit of creditors, or being a company resolve to go into liquidation, or have a petition for winding up the Purchaser presented, or entered into any scheme or arrangement with its creditors under Part 7 of the *Companies Act 1961* (as amended), or should any liquidator, receiver or official manager be appointed in respect of either party, then that party shall be deemed to be in default hereunder and in the case of the Purchaser so defaulting, the provisions of clause 9 hereof shall apply.

35. Real Estate Agent

The Purchaser warrants that they were not introduced to the Vendor or to the property by or through the intervention of any real estate agent or any employee of any real estate agency 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 Vendor's agent, if any, referred to in this Contract, The Purchaser agrees that they will at all times indemnify and keep indemnified the Vendor from and against all and any claims, actions, demands, costs (including legal and professional costs incurred by the Vendor) and/or expenses which the Vendor may suffer or incur or for which the Vendor may become liable in respect of or arising out of the Purchaser's breach of this warranty. 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.

36. Purchaser Acknowledgements

The Purchaser acknowledges that they are purchasing the property;

- (a) Relying solely on their own inspection and enquiries and have no representations, warranties or promises to have been made by, or given by, or on behalf of the Vendor in relation to the location, condition, state of repair and the suitability of the property for a particular purpose;
- (b) In the present condition and state of repair of the inclusions of the property as at the date of this Contract and must not make any objection, requisition or claim for compensation for the general fair wear and tear, loss of or damage to the inclusions which is not caused by the act or default of the Vendor;
- (c) Subject to all defects latent and patent;
- (d) Subject to any infestations and dilapidation;
- (e) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (f) 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.
- (g) Notwithstanding anything herein contained, the Purchaser shall not require the Vendor to clean the property or to remove any rubbish or debris from the property on or before completion.

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

37. Title Subject to Encroachment

Subject to section 52A of the *Conveyancing Act 1919* (NSW) and the *Conveyancing (Vendor Disclosure and Warranty) Regulation 1986*, the Purchaser takes title subject to and may not make any objection, requisition or claim for compensation nor delay completion nor rescind or terminate this Contract in respect of or arising out of :

- (a) Any encroachment by or upon the property; or
- (b) Any non-compliance with the Local Government Act 1993 (NSW) by improvements erected on the property.

38. Representations and Warranties

The Purchaser warrants that:

- (a) Unless stated otherwise in this Contract, they have not entered into this Contract in reliance on any documents or brochures produced or any expressed or implied statement, representation, promise or warranty made by the Vendor or on its behalf (including any real estate agent) in respect of any matter relating to the property or which has or may have an effect on the property, including but not limited to the matters enumerated in (b) (i) to (ix) hereunder; and
- (b) They shall not make any objection, requisition or claim for compensation in relation to, nor rescind, terminate or delay completion of this Contract, because of:
 - (i) The location of the property and/or the area of the land or any improvements thereon;
 - (ii) The suitability of the property or improvements for any use including, without limiting, the conduct of a business or any development whatsoever;
 - (iii) The financial return or income to be derived from the property;
 - (iv) The presence in or upon the property of asbestos or other hazardous substances or any environmental hazard or contamination;

- (v) The presence of any sewer drain, manhole or vent on the property;
- (vi) The nature, location, availability or non-availability of any such service; or
- (vii) Whether or not the property is subject to or has the benefit of any right or easement in respect of any service to the property or the mains, pipes or connections thereof or the lack of any easements or rights in respect of any encroachment by or upon the land.

39. Building Certificate

The Purchaser acknowledges and agrees that:

- (a) The Vendor does not hold a Building Certificate in respect of the property.
- (b) Despite Clause 11 of this Contract, if the Purchaser applies for a building Certificate before completion and the Council makes a *work order* or refuse to issue the Certificate for any reason, or informs the Purchaser of work to be done before it will issue the Certificate then:
 - (i) the Purchaser must not require the Vendor to comply with the work order, remedy the reason, or do the work;
 - (ii) the Purchaser must not make a requisition or claim, or attempt to delay completion, or attempt to rescind or terminate because of any matter referred to in or arising out of this Clause 40; and
 - (iii) the Purchaser indemnifies the Vendor against any liability, loss, claim, damages, costs and expenses arising from or incurred in connection with the Purchaser applying for a Building Certificate or any *work order*, notice or requirement of the Council arising from that application.

40. Drainage Diagram

The Vendor discloses, and the Purchaser acknowledges that the drainage diagram attached to this Contract is the only one available from Sydney Water and the Purchaser shall not make any objection, requisition or claim, rescind or delay completion in respect of the drainage diagram as annexed herein.

41. Removal of Charges

The Vendor shall be under no obligation to remove any charge on the property in respect of any rate, tax or outgoing until completion of this Contract and the Vendor shall not be deemed to be unable, not ready or unwilling to complete this Contract in consequence of any charge upon the property for any rate, tax or outgoing and shall be entitled to serve a notice to complete on the Purchaser notwithstanding that, at the time such notice is so served (or at any time after service), there may be a charge upon the property in respect of any such rate, tax or outgoing.

42. Deposit

Where the Vendor has agreed, the Purchaser must pay a deposit equal to 10% of the price, payable as follows:

- (a) 5% on the making of this Contract; and
- (b) 5% on the earlier of termination or completion of this Contract.

This clause only applies if less than 10% deposit is paid on exchange.

43. Release of Deposit

When requested by the Vendor, the Purchaser must release the deposit as is required by the Vendor for use as the following:

- (a) Payment of the deposit for the purchase of another property;
- (b) Payment of stamp duty for the purchase of another property.

44. Finance Approval Warranty

The Purchasers warrant to the Vendor that they either:

- (a) Hold a current loan in an amount and upon terms satisfactory to them and sufficient to enable completion of this Contract within the time stipulated and upon the terms and conditions set out herein: or
- (b) Do not require finance to complete this purchase.

And the Purchasers shall remain liable to the Vendor for damages arising from the breach of the Purchasers' warranty notwithstanding that the Purchasers may have rights pursuant to the *Consumer Credit Code (New South Wales) Act 1995*. The Purchasers further acknowledge the Vendor relies upon this warranty in entering into this Contract.

45. Completion

- (a) Completion of this Contract will take place on the 42nd day from the date hereof
- (b) If completion does not take place on or before the completion date for any reason, not solely attributable to the Vendor, then without prejudice to all other remedies of the Vendor, the Purchaser must pay on completion to the Vendor by way of liquidated damages, interest on the balance of the purchase money at the rate of eight percent (8%) per annum calculated from (but excluding) the completion date until the date of completion of this Contract. Payment of interest under this Contract is an essential term and the Vendor is not obliged to complete unless the Purchaser pays all interest on completion.
- (c) The Purchaser acknowledges that the interest rate specified represents a genuine pre-estimate of the losses that the Vendor would suffer as a result of a failure by the Purchaser to complete on the completion date.

46. Notice to Complete

Notwithstanding anything herein contained:

- (a) If this Contract is not completed on or by the completion date the Vendor and the Purchaser will be entitled by notice in writing to the

other, to fix a date and time for completion of this Contract and in this regard, making the time for completion essential.

- (b) If the Vendor issues a Notice to Complete, the Purchaser shall pay to the Vendor on completion, the sum of \$330.00 for additional legal costs and other expenses incurred as a consequence of being required to issue such Notice to Complete.
- (c) It is expressly agreed by the Vendor and the Purchaser that fourteen (14) days between (but excluding) the date of service of the notice and (including) the date for completion specified in the notice, will be reasonable and adequate time for the insertion in any notice served by one party on the other requiring completion of this Contract even though the period includes days which are not business days.

47. Rescission

Notwithstanding anything herein contained, if a party excises a right to rescind expressly given by the Contract or any legislation, that party shall have no claim for damages, costs or expenses and the right of rescission shall be the only remedy.

48. Guarantee for Corporate Purchaser

It is an essential condition of this Contract that the Purchaser, if a company, must deliver to the Vendor a guarantee in the form of the Director's Guarantee, a copy of which is annexed duly executed by the directors and by the principal shareholders of the Purchaser within two business days of request by the Vendor.

GUARANTOR:

In consideration of the Vendor contracting with the corporate Purchaser, the Guarantor, as is evidenced by the Guarantor's execution hereof, guarantee

the performance by the Purchaser of all of the Purchaser's obligations under the Contract and indemnify the Vendor against any cost or loss whatsoever arising as a result of the default by the Purchaser in performing its obligations under this Contract for whatever reason. The Vendor may seek to recover any loss from the Guarantor before seeking recovery from the Purchaser and any settlement or compromise with the Purchaser will not release the Guarantor from the obligation to pay any balance that may be owing to the Vendor. This guarantee is binding on the Guarantor, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this Contract by the Vendor.

SIGNED by

The Guarantor in the presence of:

Signature

Signature of Witness

Print Name of Witness

FromPurchasers Solicitor

ToVendors Solicitor

Date:

REQUISITIONS ON TITLE**2008 EDITION**

RE:..... Purchase From

Property

(In these Requisitions the terms "Vendor" and "Purchaser" should be read as expressing the appropriate number and gender including neuter gender and the terms Clause and Clauses refer to a Clause or Clauses in the 2005 Edition of the Contract for Sale of Land).

REQUISITIONS	RESPONSE
1. The Vendor must comply on completion with Clauses 15, 16.1, 16.2, 16.3, 16.5, 16.8 and 17.1.	
2. The Vendor must comply before completion with Clause 16.12.	
3. Rates and Taxes must be adjusted in accordance with Clause 14 and the Vendor must comply with Clause 16.6.	
4. The Vendor must before completion comply with any work order in accordance with Clauses 11.1 and 14.8.	
5. Has any claim been made on the Vendor to contribute to the cost of the boundary fences or is the Vendor aware of any such claim being made? If so, the Vendor should satisfy such claim before completion and produce receipt on or before completion.	
6. Is the Vendor aware of:- (a) any unregistered easements such as a right of way which affect the property? If so, please give full details. (b) the breach of any covenant noted on the title? If so, such breach must be remedied before completion.	
7. Has the Vendor received any notification from the Roads and Traffic Authority or local Council that the land or part of it is to be realigned, widened, altered or resumed? If so, please give full details.	
8. Is there any outstanding notification, claim or requirement of:- (a) a statutory or local authority, or (b) an adjoining owner which affects the property or any part of it? Any such notice, claim or requirement issued before contracts were exchanged must be complied with by the Vendor before completion.	
9. Is there any permissive occupancy of any part of the property or is any one in adverse possession? If so, the Purchaser relies on Clauses 16.3 and 17.1.	
10. Has any party (including corporation) acquired any rights in the property by prescription? The Purchaser relies on Clauses 16.3 and 17.1.	
11. If the sale of the property is subject to an existing tenancy:- (a) (if not already supplied) the Vendor should provide the Purchaser with a copy of the lease and advise the current rent and outgoings and the date to which they have been paid. (b) has there been any breach of the lease in which case such breach must be remedied before completion. (c) rent and outgoings should be apportioned in accordance with Clauses 14.1 and 14.2. (d) the lease (stamped and, if necessary, registered) should be handed over to the Purchaser on completion. (e) if applicable, the Vendor must obtain the consent in writing of the mortgagee to the transfer of the lease to the Purchaser on and from	

REQUISITIONS	RESPONSE
<p>completion.</p> <p>(f) The Vendor must comply with Clauses 24.3.2, 24.4.1, 24.4.3 and 24.4.4 on or before completion.</p>	
<p>12. Have the provisions of the Local Government Act 1919, or the Local Government Act 1993, as the case may be, its ordinances and regulations relating to buildings, subdivisions, alterations and additions been complied with in relation to the subject land and improvements? Any non-compliance must be advised before settlement.</p>	
<p>13. If any statutory or local authority has a valid claim to money due by the Vendor in respect of the property, such monetary claim or claims should be settled and discharged by the Vendor before completion.</p>	
<p>14. The Purchaser reserves his contractual rights to make a claim on the Vendor before completion as provided in Clauses 6, 7, 11.2 and 14.8.</p>	
<p>15. Has the Vendor or any predecessor in title:-</p> <p>(a) been bankrupt or are there any pending bankruptcy proceedings against the Vendor?</p> <p>(b) entered into any development or other agreement with a statutory or local authority which binds the subject land and which will bind the Purchaser on and from completion?</p> <p>If so, please give details?</p>	
<p>16. The Vendor must ensure all mortgages, writs and caveats are removed from the subject title prior to completion or in the alternative the appropriate registerable forms to remove them, properly executed, must be tendered at completion.</p>	
<p>17. Is there any pending litigation in respect of the property?</p>	
<p>18. Is the Vendor aware of any rights to, or restrictions on, access to the property? If so, please give full details.</p>	
<p>19. Is the Vendor aware of any restrictions on the use or development of the land?</p>	
<p>20. Survey should be satisfactory and certify (or report) that:-</p> <p>(a) the whole of the land sold will be available to the Purchasers on completion and</p> <p>(b) there is no encroachment by or upon the subject land and</p> <p>(c) the improvements sold are erected on the subject land.</p>	
<p>21. Has the Vendor been served with any order under Section 124 of the Local Government Act 1993 requiring him to demolish, repair or make structural alterations to a building which is erected on the subject land? If such order has not been complied with, the Vendor should do so before completion, and notify the Purchaser of his compliance.</p>	
<p>22. Has the Vendor or his mortgagee:-</p> <p>(a) a survey report?</p> <p>(b) a building certificate issued under Section 317A or Section 317AE of the Local Government Act 1913?</p> <p>(c) a building certificate issued under Section 149 of the Environmental Planning and Assessment Act 1979, Section 149D?</p> <p>If so, please obtain and forward a copy and ensure that the originals are handed over on completion.</p>	
<p>23. Has the Vendor been served with an order issued by the local Council or a consent authority under Section 121B of the Environmental Planning and Assessment Act 1979? If so, please give details.</p>	
<p>24. Is the land affected by the:-</p> <p>(a) National Parks and Wildlife Act 1974? If so, has the land or any part of it been set aside for conservation purposes? Please give full details.</p> <p>(b) Rural Fires Act 1997? If so, is the land a bushfire hazard or bushfire-prone land? Please give full details.</p> <p>(c) Threatened Species Conservation Act 1995? If so, please give full details.</p> <p>(d) Contaminated Land Management Act 1997? If so, please give full details.</p> <p>(e) Local Government Act 1993, Section 124? If so, please give full details.</p> <p>(f) Noxious Weeds Act 1993? If so, please give full details.</p>	

REQUISITIONS	RESPONSE
(g) Heritage Act 1977? If so, please give full details. (h) Unhealthy Building Land Act 1990? If so, please give full details.	
25. Has the Vendor been served with any notice, order or claim arising under the following statutes:- (a) Family Law Act 1975 (Commonwealth Statute)? (b) Property (Relationships) Act 1984 (NSW Statute)? (c) Family Provision Act 1982 (NSW Statute)? (d) Encroachment of Building Act 1922 (NSW Statute)? If so, please advise full details.	
26. If the property sold "off-the-plan":- (a) the Vendor must provide the Purchaser on or before completion with:- (i) an Occupation Certificate (or a copy) issued as required by section 109M(1) of the Environmental Planning and Assessment Act 1979. (ii) a Certificate of Insurance (or a copy) as required by Section 92 of the Home Building Act 1989 at least 14 business days before completion. (iii) a Building Certificate (or a copy) in accordance with Section 149D of the Environmental Planning and Assessment Act 1979. (iv) Evidence that a final Fire Safety Certificate has been issued for the building. (b) Has the Vendor complied fully with the local Councils Conditions of Development Consent in respect of the Subdivision which created the Lot? If not, the Vendor should do so before completion or else provide the Purchaser with an Undertaking signed by the Vendor (or in the case of a company, signed by the Directors of that company under its common seal) to fully comply with such conditions within such period as the local Council specified. (c) The Vendor must comply with Clause 28.2 before completion.	
27. Is the subject land inclosed land within the meaning of the Inclosed Lands Protection Act 1901?	
28. If a Swimming Pool is included in the sale:- (a) was its construction approved by the Local Council? Please furnish a copy of such approval. (b) have the requirements of the Swimming Pools Act 1992 and its Regulations (in particular as to access and fencing) been complied with? (c) the Vendor should assign in writing to the Purchaser the benefit of any current warranties or guarantees in relation to the contract for the construction of the Swimming Pool. Do any such warranties and guarantees exist? (d) all pool chemicals and equipment should be left behind by the Vendors for the Purchasers use.	
29. If the Vendor is a company, are any of its officers aware of:- (a) a resolution having been passed to wind up the company? (b) a summons having been filed to wind up the company? (c) the appointment of a receiver? (d) an application having been made to the Australian Securities and Investments Commission under Section 573 of the Corporations Act 2001 to cancel the registration of the company? (e) any statutory demand having been served on the company pursuant to Section 459E(2) of the Corporations Act 2001? (f) the appointment of a voluntary administrator under Part 5.3A of the Corporations Act 2001?	
30. Are any of the inclusions specified in the Contract subject to any credit contract, hire purchase agreement, security interest in goods, leasing agreement, lien, charge or otherwise encumbered? If so, the Vendor should satisfy any such liability on or before completion.	
31. If the Vendor is an executor and/or trustee:- (a) The Vendor should be present at settlement to receive the amount payable to him and to give a trustees receipt. (b) Alternatively, do you require payment of the amount payable to the Vendors to be made into an Estate bank account? (c) Alternatively, do you rely on Section 53 of the Trustee Act 1925? If so, please	

REQUISITIONS	RESPONSE
produce your written authority before settlement. (d) If applicable, Section 66B of the Conveyancing Act 1919 should be complied with.	
32. In the case of Old System Title land:- (a) The Deeds and documents listed on Annexure "A" to these Requisitions should be produced for our inspection and found satisfactory prior to completion. (b) The Deeds and documents listed on Annexure "B" to these Requisitions relating solely to the subject property should be produced for inspection and found satisfactory and handed over at settlement. (c) As the Vendors will not retain any estate in the lands dealt with by the Deeds listed on Annexure "C" to these Requisitions after conveyance of the subject property to the Purchasers, they should be permanently deposited in the office of the Land and Property Information (NSW), Sydney, in accordance with Section 53(2)(c) of the Conveyancing Act 1919 and a certified copy of the Lodgement receipt furnished at settlement or, a written undertaking to furnish such certified copy handed over at settlement. (d) The Vendor must comply with Clauses 25.2 and 25.8 before completion.	
33. Have any building works been carried out at the property to which the Building Services Corporation Act 1989 and/or the Home Building Act 1989 applies? If so, please provide before completion satisfactory evidence that such legislation has been complied with.	
34. If the Transfer (or in the case of Old System Title, the Deed of Conveyance) will be signed under Power of Attorney:- (a) Please produce before completion a copy of the registered Power of Attorney, and (b) Written evidence should be provided at settlement of its non-revocation.	
35. Is the subject property situated within an aircraft flight path? If so, on what basis and what curfew applies?	
36. Satisfactory evidence must be produced before completion that any:- (a) improvements erected over the sewer, and/or (b) rainwater downpipes connected to the sewer water was authorised or permitted in writing by Sydney Water Corporation or its predecessor.	
37. Is there any encroachment:- (a) onto any adjoining land by any improvements erected on the subject land? (b) by any improvements erected on adjoining land onto the subject land to the Vendors knowledge? If so, please give details of any such encroachment which should be removed before completion.	
38. Has the Vendor been served with any notice or order relating to fire safety issued under Section 124 of the Local Government Act 1993 which the Vendor has not fully complied with? If so, the Vendor must satisfy the terms of such notice or order before completion.	
39. The Vendor must comply with Clause 4.2.	
40. The Vendor should provide at settlement a direction in accordance with Clause 20.5.	
41. (If applicable) The Vendor must comply with Clauses 13.4.2, 13.9 and 13.10 on and before completion.	

DISCLAIMER

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.....
Solicitor for Vendor



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 51/1021851

SEARCH DATE	TIME	EDITION NO	DATE
25/3/2019	2:22 PM	8	2/9/2018

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 51 IN DEPOSITED PLAN 1021851
AT RYDE
LOCAL GOVERNMENT AREA RYDE
PARISH OF HUNTERS HILL COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1021851

FIRST SCHEDULE

SEAN EDWARD MOLSON
SALLY JENNIFER MCLEOD
AS JOINT TENANTS (T AI709848)

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 B352498 COVENANT
- 3 DP1021851 RIGHT OF CARRIAGEWAY ,EASEMENT FOR SERVICES &
EASEMENT TO DRAIN WATER VARIABLE WIDTH AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1021851 RIGHT OF CARRIAGEWAY ,EASEMENT FOR SERVICES &
EASEMENT TO DRAIN WATER VARIABLE WIDTH APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 5 DP1021851 POSITIVE COVENANT REFERRED TO AND NUMBERED 2 IN THE
S.88B INSTRUMENT
- 6 AI709849 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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Received: 25/03/2019 14:22:01

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND POSITIVE COVENANT
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT, 1919

(Sheet 1 of 3 sheets)

DP1021851

Subdivision of Lot 3, DP 10578
Covered by Subdivision Certificate
No. **5474**
Of **28/11/2000**

Full name and address of
proprietor of the land:

Andrew Lovat Fraser & Karen Anne Fraser
of 421 Blaxland Road, Denistone East.

Part 1

- 1 Identity of Easement firstly referred
Easement
to in abovementioned plan

Right of Carriageway,
EASEMENT
for Services & Easement to
Drain Water variable width.

Schedule of lots etc. affected

Lots Burdened

50
51

Lots Benefited

51
50

- 2 Identity of Covenant secondly referred
to in abovementioned plan

Positive Covenant

Schedule of lots etc. affected

Lots Burdened

50, 51

Authority Benefited

Ryde City Council

Approved by Ryde City Council.....*R. Nagle*.....
Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND POSITIVE COVENANT
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT, 1919

(Sheet 2 of 3 sheets)

DP1021851

Subdivision of Lot 3, DP 10578
Covered by Subdivision Certificate
No. **5474**
Of **28/11/2000**

PART 2

Terms of Positive Covenant secondly referred to in abovementioned plan.

The Registered Proprietor will at his own expense well and sufficiently maintain and keep in good and substantial repair and working order in accordance with dimensions approved by the Ryde City Council any on-site detention system (which expression shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, fittings, tanks, chambers, basins and surfaces designed to temporarily detain water) (herein after called "the system") which exists from time to time on the land.

Where the Registered Proprietor of the burdened lot fails to maintain the system in accordance with the above and fails to comply with any written request of the Ryde City Council within such reasonable time a nominated in said request, the Registered Proprietor shall meet any reasonable costs incurred by the Ryde City Council in carrying out works necessary to reinstate satisfactory performance of the system.

The term "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.

**NAME OF AUTHORITY EMPOWERED TO RELEASE OR VARY OR MODIFY
ANY OR ALL OF THE EASEMENT AND POSITIVE COVENANT REFERRED TO
IN THE PLAN:**

**RYDE CITY COUNCIL & REGISTERED
PROPRIETORS, FROM TIME TO TIME OF THE LOTS BENEFITED.**

Approved by Ryde City Council.....*R. Nagle*.....
Authorised Officer

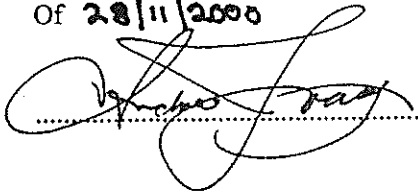
INSTRUMENT SETTING OUT TERMS OF EASEMENT AND POSITIVE COVENANT
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT, 1919

(Sheet 3 of 3 sheets)

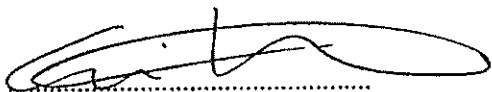
DP1021851

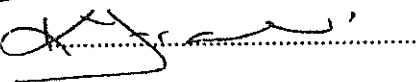
Subdivision of Lot 3, DP 10578
Covered by Subdivision Certificate
No. **5474**
Of **28/11/2000**

Signed by the said Andrew Lovat Fraser)
in the presence of:



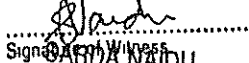
Signed by the said Karen Anne Fraser)
in the presence of:





Evie Farah

Signed in my presence for and on behalf of Perpetual Trustees Australia
Limited (A.C.N. 11627) by its Attorneys **RODNEY JAMES CLARK**
..... and
who are personally known to me and each of whom declares that he/she
has been appointed by the Board of Directors of that company as an
attorney of the company for the purposes of the Power of Attorney
dated **3/12/99** (Registration No. **1021851/428**) and that
he/she has no notice of the revocation of his/her powers.


Signature of Witness

Full name of Witness

GARDA NAIDU


Signature of Attorney

Signature of Attorney



W-SOUTH-WALE



B352498T

its must not be disclosed
(transfer)

I, FREDERICK BLAXLAND of 600ma in the State of New South Wales
Solicitor and SYDNEY BERNARD LEVICK of Sydney in the said State Accountant

(a less estate, strike out "in
simple," and interline the
quited alteration.

as joint tenants (herein called transferor s)
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 NINETY SIX POUNDS FIVE SHILLINGS
(£96/5/-) (the receipt whereof is hereby acknowledged) paid to us by

WILLIAM HOUSE of Waverley near Sydney aforesaid Bricklayer

B 352498

B 352498

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

do hereby transfer to the said transferee

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

(a)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	Cumberland	Hunters Hill	Part Lot 3 on Deposited Plan No. 10578	1632	110

all the references cannot
conveniently inserted, a
form of annexure (obtainable
L.T.O.) may be added.
any annexure must be signed
by the parties and their sig-
natures witnessed.

these references will suffice if
a whole land in the grant or
certificate be transferred,
part only add "and being
t sec. D.P." or
being the land shown in
a plan annexed hereto," or
being the residue of the
land in certificate (or grant)
registered Vol. Fol.
"here the consent of the
local council is required to
subdivision the certificate
in plan mentioned in
the L.C. Act, 1919, should
accompany the transfer.

strike out if unnecessary.
covenants should comply
with Section 89 of the
Conveyancing Act, 1919.
there also should be set forth
any right-of-way or easement
exception.
any provision in addition to
modification of the
covenants implied by the
Act may also be inserted.

very short note will suffice.

ENCUMBRANCES, &c., REFERRED TO:

Reservations endorsed on said Certificate of Title

Signed at Sydney the sixth day of May 1926

Signed in my presence by the transferor
FREDERICK BLAXLAND

WHO IS PERSONALLY KNOWN TO ME

Sydney Bernard Levick
by his Attorney
Guy Drayson Blaxland who is personally
known to me

Sydney Allen
Conveyancer
Sydney

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

X E. H. Quinton J.P.

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

William House

Transferee.

executed within the State
is instrument should be
proved or acknowledged before
a Registrar-General, or
Deputy Registrar-General, or
Notary Public, a J.P., or
Commissioner for Affidavits,
whom the Transferor is
known, otherwise the attest-
ing witness must appear
before one of the above func-
tionaries to make a declara-
tion in the annexed form.
as to instruments executed
elsewhere, see page 2.

Repeat attestation if
necessary.

the Transferor or Trans-
feree signs by a mark, the
attestation must state "that
an instrument was read over
and explained to him, and
that he appeared fully to
understand the same."

* 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.

CONSENT OF MORTGAGEE.

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

Dated at this } Mortgagee.
day of 192 }
Signed in my presence by }
who is personally known to me. }

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.¹

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

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. 4512 Miscellaneous Register under the authority of which he has just executed the within transfer. And further that the Grantor of the said Power of Attorney has not returned to New South Wales.

Signed at Sydney the sixth day of May 1926.

Signed at the place and on the date above-mentioned, in the presence of—
Dr. Allen: Conveyancer Sydney

FORM OF DECLARATION BY ATTESTING WITNESS.²

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

¹ This form is not appropriate in case delegation under the Trustees Delegation Powers Act, 1915, the Execution of 1 (War Facilities) Act 1917.

² Strike out unnecessary words. Add any matter necessary to show that the power is effective.

³ May be made before either Registrar-General, Deputy Registrar-General, Notary Public, J.J. Commissioner for Affidavits. Not required if the instrument itself is made or acknowledged before one of these parties.

MEMORANDUM OF TRANSFER of

Acres 36 1/2 roads 10578 perches.
Lot 3 S.P.
(subject to covenant)
Shire Ryde
Municipality Hunter's Hill
Parish Hunter's Hill County
William House Transferee.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, etc.
<u>GT party, cancelled</u>	<u>7.57</u>	

Particulars entered in Register Book, Vol/638 Fol. 110

the 29th day of June 1926,
at 10 minutes 10 o'clock in the fore noon.

B 352498

PROGRESS RECORD.

SENT TO SURVEY BRANCH	INITIALS	DATE
RECEIVED FROM RECORDS		
DRAFT WRITTEN		
DRAFT EXAMINED		
DIAGRAM PREPARED		
DIAGRAM EXAMINED		
DRAFT FORWARDED		
SUPT. OF ENGROSSERS		
CANCELLATION CLERK		
VOL. 3873	FOL. 125	
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 special 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 Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting Consul, Pro-consul or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 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.

Infotrack Pty Ltd
Dx 578
SYDNEY NSW 2001

Issue Date: 26 March 2019
Certificate No: PLN2019/0850
Your Ref: 19069

PLANNING CERTIFICATE SECTION 10.7

NSW Environmental Planning and Assessment Act 1979 ('Act')

Property Address: 421A Blaxland Rd DENISTONE EAST NSW 2112
Legal Description: Lot 51 DP 1021851
Property Reference: 539523
Land Reference: 44022

INFORMATION PROVIDED PURSUANT TO SECTION 10.7(2) OF THE ACT AND SCHEDULE 4 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT REGULATION 2000

1. NAMES OF RELEVANT ENVIRONMENTAL PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

a) LOCAL ENVIRONMENTAL PLAN AND DEEMED ENVIRONMENTAL PLANNING INSTRUMENTS

Ryde Local Environment Plan 2014

b) PROPOSED LOCAL ENVIRONMENTAL PLANS that are or have been the subject of community consultation or public exhibition under the Act.

Nil

c) DEVELOPMENT CONTROL PLANS

City of Ryde Development Control Plan 2014

d) STATE ENVIRONMENTAL PLANNING POLICIES AND INSTRUMENTS

The Minister for Planning has notified Council that the following State Environmental Planning Policies and Proposed State Environmental Plans apply to the land and should be specified in this certificate:

State Environmental Planning Policies

State Environmental Planning Policy No 19 - Bushland in Urban Areas.
State Environmental Planning Policy No 21 - Caravan Parks.
State Environmental Planning Policy No 30 - Intensive Agriculture.
State Environmental Planning Policy No 33 - Hazardous and Offensive Development.
State Environmental Planning Policy No 50 - Canal Estate Development.
State Environmental Planning Policy No 55 - Remediation of Land.

State Environmental Planning Policy No 64 - Advertising and Signage.
 State Environmental Planning Policy No 65 - Design Quality of Residential Apartment Development.
 State Environmental Planning Policy No 70-Affordable Housing (Revised Schemes)
 State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
 State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
 State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
 State Environmental Planning Policy (Infrastructure) 2007
 State Environmental Planning Policy (State Significant Precincts) 2005
 State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
 State Environmental Planning Policy (State and Regional Development) 2011
 State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007
 State Environmental Planning Policy (Education Establishments and Child Care Facilities) 2017
 State Environmental Planning Policy (Affordable Rental Housing) 2009
 State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
 State Environmental Planning Policy (Concurrences) 2018
 State Environmental Planning Policy (Primary Production and Rural Development) 2019.

Deemed State Environmental Planning Policies

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

Proposed State Environmental Planning Policies

State Environmental Planning Policy (Environment)

Note: Specific constraints and zoning of the land may affect the applicability of certain provisions within the Policies listed above.

2. ZONING AND LAND USE UNDER RELEVANT LOCAL ENVIRONMENTAL PLANS

(a) ZONING and ZONING TABLE

Ryde Local Environmental Plan 2014 - Zone R2 - Low Density Residential

1 Objectives of zone

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

2 Permitted without consent

Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies (attached); Dwelling houses; Environmental protection works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Hospitals; Multi dwelling housing; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Residential care facilities; Respite day care centres; Roads; Secondary dwellings; Tank-based aquaculture.

4 Prohibited

Any development not specified in item 2 or 3

(b) DEVELOPMENT STANDARDS FOR THE ERECTION OF A DWELLING HOUSE

No development standards under the Local Environment Plan apply to the land that fix minimum land dimension for the erection of a dwelling house on the land.

(c) CRITICAL HABITAT / AREA OF OUTSTANDING BIODIVERSITY VALUE

No. The land does not include or comprise critical habitat under Local Environmental Plan.

(d) CONSERVATION AREA (however described)

No. The land has not been identified as being within a heritage conservation area under the Local Environment Plan.

(e) ITEMS OF ENVIRONMENTAL HERITAGE (however described)

No. An item of environmental heritage is not situated on the land under the Local Environmental Plan.

2A. ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006

This land is **not** within any zone under:

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

OTHER PRESCRIBED INFORMATION

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 provisions of clauses 1.17A(1)(c) to (e), (2), (3), and (4), 1.18(1)(c3) and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. If complying development may not be carried out on that land because of one of the requirements under the Policy, the reason why it may not be carried out.

General Housing Code and Rural Housing Code

Complying Development under the General Housing Code and Rural Housing Code may be carried out on this land.

Housing Alterations Code and General Development Code

Complying development under the Housing Alterations Code and General Development Code may be carried out on the land.

Commercial and Industrial (New Buildings and Additions) Code

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

Subdivisions Code, Commercial and Industrial Alterations Code, Demolition code and Fire Safety Code

Complying development under the Subdivisions Code, Commercial and Industrial Alterations Code, Demolition Code, and Fire Safety Code may be carried out on the land.

Low Rise Medium Density Housing Code

No, the Ryde Local Government Area is one of the Local Government Areas that has been deferred from the commencement of the Low Rise Medium Density Housing Code

Greenfield Housing Code

City of Ryde

No, the Greenfield Housing Code **does not** apply to land within the Ryde Local Government Area.

Note: It is necessary for the zoning, size of land and other criteria such as risk level of flood prone and bushfire prone land to be in accordance with that specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for certain types of development to occur under the Policy.

4, 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 any previous owner) of the land has 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. The land has not been proclaimed to be a mine subsidence district.

6. ROAD WIDENING AND ROAD REALIGNMENT

Whether or not the land is affected by any road widening or road realignment.

The land is not affected by any road widening or road realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993,
- (b) any environmental planning instrument
- (c) any resolution of Council.

7. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

Whether or not the land is affected by a policy adopted by the council, or 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 council, that restricts the development because of the likelihood of:

- (i) landslip - NO.
- (ii) bush fire - NO.
- (iii) tidal inundation - NO.
- (iv) subsidence - NO.
- (v) acid sulphate soil - NO.
- (vi) any other risk (other than flooding) - NO.

Note: The fact that land has not been identified as being affected by a policy to restrict development because of the risks referred to does not mean that the risk is non-existent.

7A. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

- (1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls. -- NO
- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls. -- NO
- (3) Words and expressions in this clause have the same meanings as in the Standard Instrument.

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.

No Environmental Planning Instrument applying to the land provides for the acquisition of the land by a public authority as referred to in Section 3.15 of the Act.

9. CONTRIBUTIONS PLAN

The name of each contributions plan applying to the land:

City of Ryde Section 94 Development Contributions Plan 2007 – Interim Update (2014).

9A. BIODIVERSITY CERTIFIED LAND

This land is not biodiversity certified land Under Part 8 of the Biodiversity Conservation Act 2016.

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. BIOBANKING STEWARDSHIP SITES

The land is not the subject of a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

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

Council has not been notified that the land contains a set aside area under section 60ZC of the *Local Land Services Act 2013* by Local Land Services.

11. BUSH FIRE PRONE LAND

The land described in this certificate is not bush fire prone land (as defined in the Act)

12. PROPERTY VEGETATION PLANS

The land is not subject to a property vegetation plan under the Native Vegetation Act 2003.

13. ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

There has not been an order made under the Trees (Disputes between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

14. DIRECTIONS UNDER PART 3A (REPEALED)

There is no direction in force under section 75P (2)(c1) of the Environmental Planning and Assessment Act 1979.

15. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING

City of Ryde

Part A: There has been no Site Compatibility Certificate issued (of which Council is aware) under Clause 25 of State Environment Planning Policy (Housing for seniors or People with a Disability) 2004.

Part B: There has not been any development consent granted since 11 October 2007 for development to which State Environment Planning Policy (Housing for seniors or People with a Disability) 2004 applies.

16. SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE, SCHOOLS OR TAFE ESTABLISHMENTS

There is no valid site compatibility certificate (infrastructure), of which the Council is aware, in respect of proposed development on the land.

17. SITE COMPATIBILITY CERTIFICATES FOR AFFORDABLE RENTAL HOUSING

There is no current site compatibility certificate (affordable rental housing) that Council is aware of, in respect of proposed development on the land.

There are no terms of a kind referred to in clause 17(1) or 37(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.

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. NIL

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

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

Note: City of Ryde does not hold any paper subdivision within the meaning of this clause.

19. SITE VERIFICATION CERTIFICATES

There is no current site verification certificate of which the Council is aware in respect of the land.

20. LOOSE-FILL ASBESTOS INSULATION

The land does NOT include any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division.

21. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(1) Whether or not there is any affected building notice of which the council is aware that is in force in respect of the land.

No

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

No

and

(b) Whether or not there is any notice of intention to make a building product rectification order of which the council is aware that has been given in respect of the land and is outstanding.

No

(3) In this clause:

Affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.

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

City of Ryde

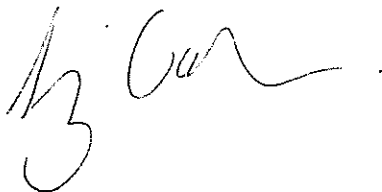
Note. The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

- (a) The land to which this certificate relates IS NOT significantly contaminated land.
- (b) The land to which this certificate relates IS NOT subject to a management order.
- (c) The land to which this certificate relates IS NOT the subject of an approved voluntary management proposal.
- (d) The land to which this certificate relates IS NOT subject to an ongoing maintenance order.
- (e) The land to which this certificate relates IS NOT subject of a site audit statement.

Note. (i) Pursuant to Section 10.7(5) of the Environmental Planning and Assessment Act 1979, the City of Ryde may provide advice on additional matters affecting the land of which it may be aware. You are advised that information on either heritage, endangered or adequately conserved bushland, draft Development Control Plans, Master Plans or other relevant matters, applies to the land and is available on the s10.7(5) Certificate for the land.

(ii) s10.7(5) Certificates under the Environmental Planning and Assessment Act 1979, contain all the information under s10.7(2) and as such, an application and fee for a combined s10.7 certificate must be applied for.

Note: The information in this certificate is current as of the date of the certificate.

A handwritten signature in black ink, appearing to read 'Liz Coad', with a stylized flourish at the end.

Liz Coad
Director City Planning and Development

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
DIAGRAM OF SANITARY DRAINAGE
 Municipality of **RYDE** SEWER AVAILABLE Diagram No. 3048991

SYMBOLS AND ABBREVIATIONS

□ Boundary Trap	□ R.R.	Reflex Valve	I.P. Induct Pipe	B.S. Basin
PR	VERT. VENT. PIPE	Cleaning Pipe	I.P. Induct Pipe	Shr. Shower
Bas. Catcher Interceptor	VP	Yard Pipe	I.P. Induct Pipe	W.I.P. Wrought Iron Pipe
Gully	SVR	Soil Vent. Pipe	I.C. Waste Cist	C.I.P. Cast Iron Pipe
PT. P. Trap	D.C.C.	Down Cast Cowl	B.W. Bath Waste	F.W. Floor Waste
Reflux Sink				W.M. Washing Machine

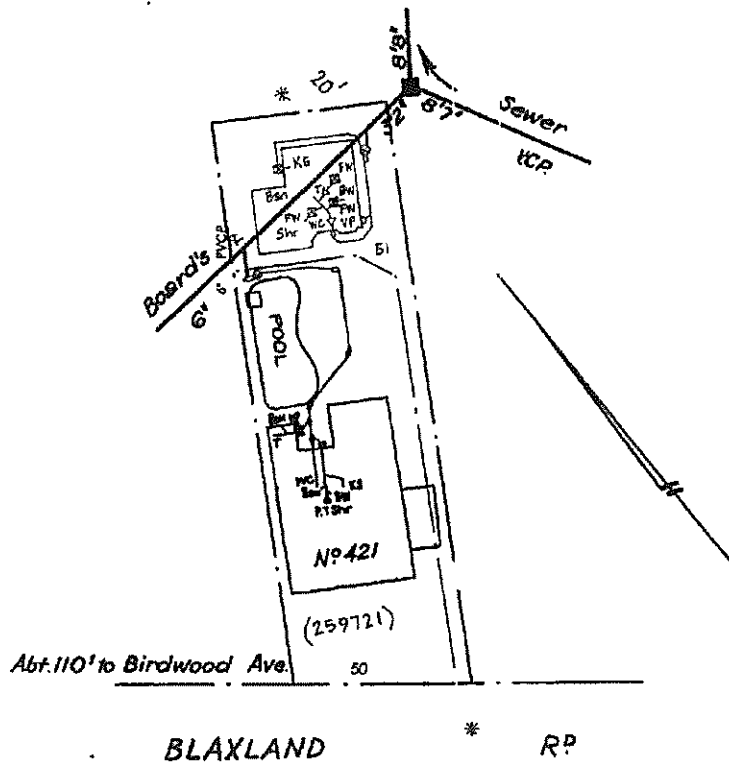
Existing drainage shown by black lines Scale: 48 Feet to an inch
 Proposed new drainage shown by full line lines

This diagram is the property of the Owner and is to be returned to him on completion of the work.

Subject to application, certificates for drainage and sanitary plumbing will be issued to the owner when the work is completed and passed by the Board's Inspector.

The Board assumes no responsibility for the suitability of the diagram in relation to the eventual position of the Board's sewer. When the sewer becomes available it will be necessary to apply for a revised diagram.

This work must be carried out in accordance with the Board's By-laws.



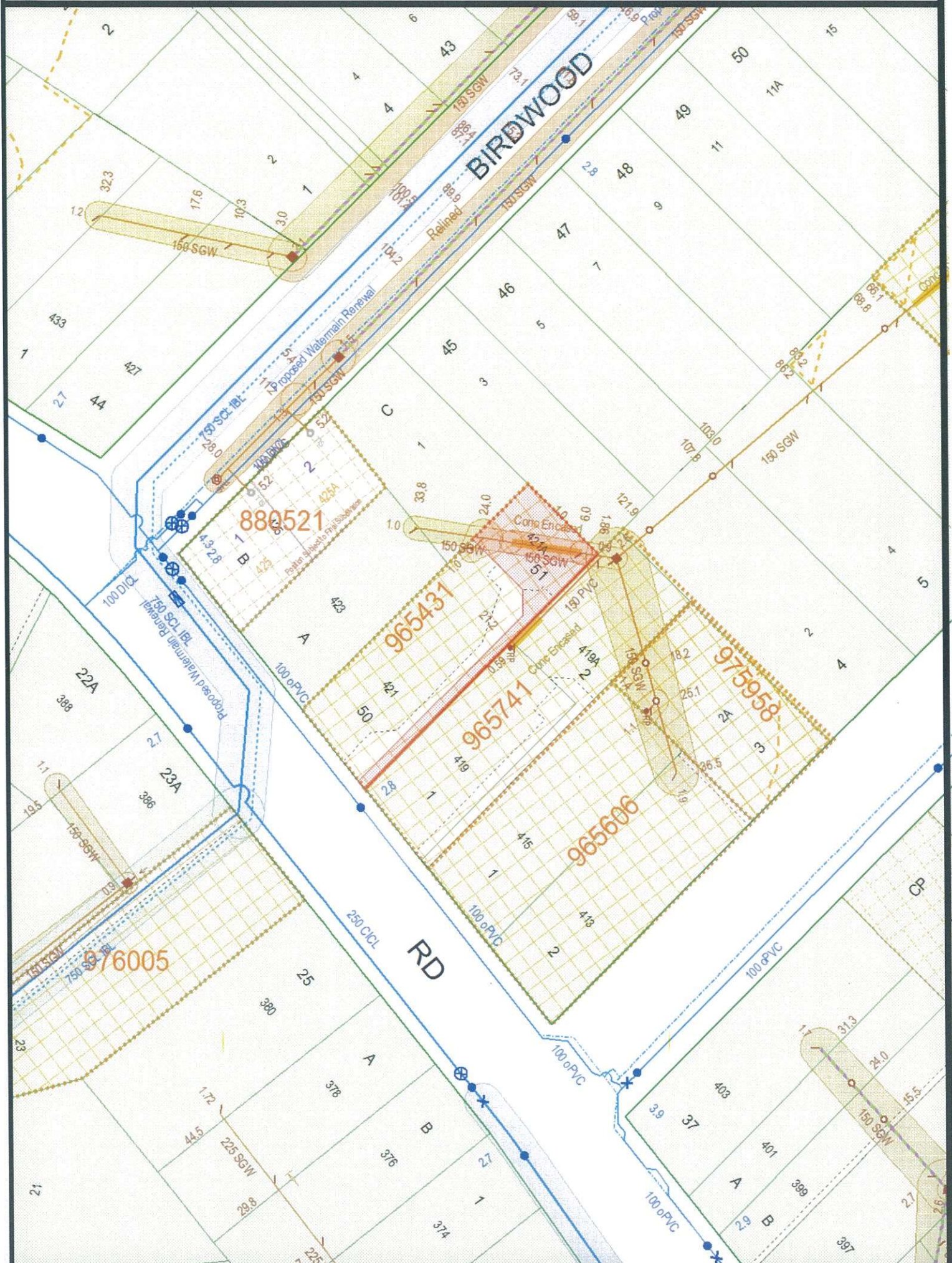
Rate N° 864357

SHEET No. 3/98

OFFICE USE ONLY		FOR ENGINEER-IN-CHIEF	
W.C.	Designed by	DATE	Inspector
Bth	Inspector	DATE	Inspector
Shr		DATE	Inspector
Bsn	Chief Inspector	DATE	Inspector
K.S		DATE	Inspector
T	DESIGN	DATE	Inspector
Pig		DATE	Inspector
Dgo.Int.	Boundary Trap is not required.	DATE	Inspector
Dgo.Ext.		DATE	Inspector

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.



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**.

S. J. DIXON SURVEYORS PTY LTD

A.B.N. 21 160 591 275
SUITE 16, 17 SURF ROAD, CRONULLA 2230
P.O. BOX 59, CRONULLA 2230
PHONE: (02) 9523 3586 FAX: (02) 9523 0409

DX 21108 CRONULLA
EMAIL: sjd@dixonsurvey.com.au

S. J. DIXON B. SURV., M.I.S., AUST.
REGISTERED SURVEYOR

SURVEYOR'S REPORT

Sally Molson
421A Blaxland Road
Denistone East NSW 2112

Our Ref: 52267
Your Ref:

We have surveyed the land edged red on the sketch adjoining for identification purposes only, being that comprised in Certificate of Title registered Folio Identifier 51/1021851 being Lot 51 in Deposited Plan Number 1021851 having a frontage of 1.70 metres to Blaxland Road at Denistone East in the Local Government Area of Ryde.

The survey reveals that the brick cottage, known as Number 421A Blaxland Road on brick foundations and with a tiled roof erected thereon, stands wholly within the boundaries thereof and does not encroach upon any adjoining property or street, except that part of the eave attached to the southern wall of the cottage projects by up to 120mm over the adjoining land (No.421).

The said cottage stands in relation to the boundaries of the land as shown on the adjoining sketch. The cottage stands in relation to the boundaries of the land as at the date of subdivision which was approved by Ryde City Council (Subdivision Certificate No.5474, File No.UOO 8542 dated 28 November 2000).

The property is subject to a Right of Carriageway, Easement for Services and Easement to Drain Water, variable width, in the position indicated on the adjoining sketch. See DP1021851.

Appurtenant to the said land is a Right of Carriageway, Easement for Services and Easement to Drain Water, variable width, as endorsed upon the Certificate of Title. See DP1021851.

The property is subject to a Covenant created by Transfer Number B352498 as endorsed upon the Certificate of Title. (Usual fencing).

The property is also subject to a Positive Covenant as indicated on the Certificate of Title. See DP1021851. (Detention systems).

Apart from fencing irregularities, there are no further apparent encroachments by or upon the subject property.

Full details in relation thereto are shown on the adjoining sketch together with sufficient information for identification purposes.

This survey has been made for identification purposes only. If it is intended to erect any improvements along or near the boundaries of the subject land, those boundaries should be marked.

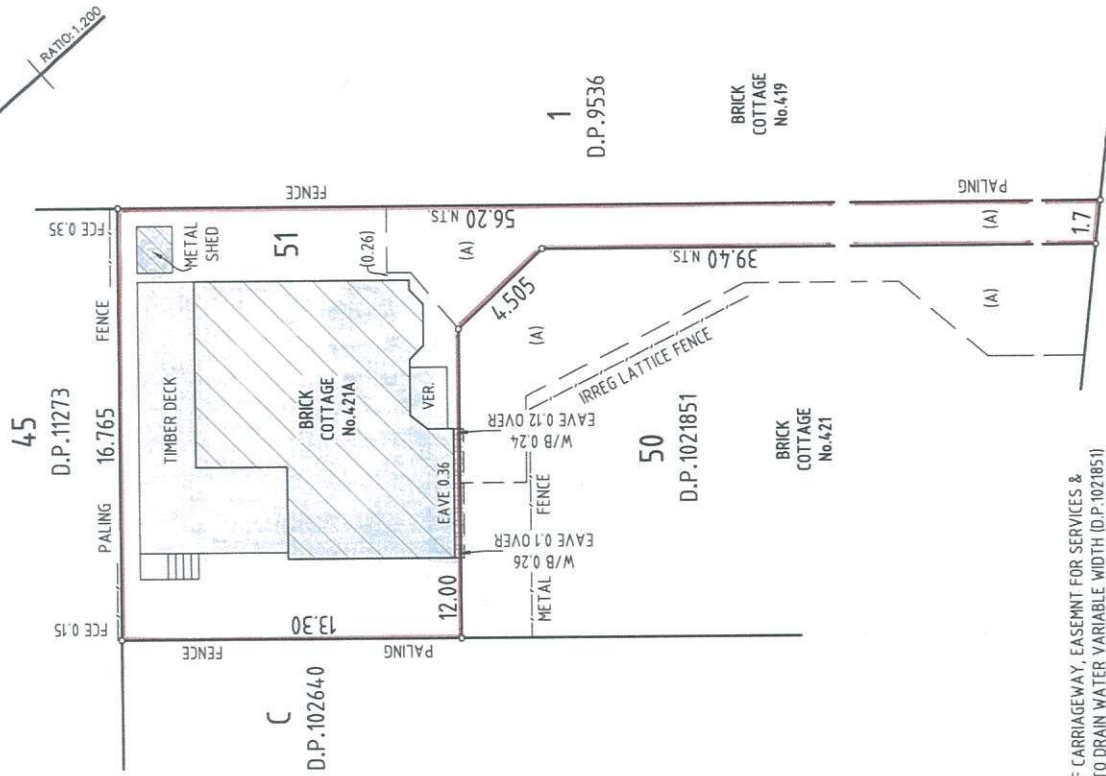
27 March 2019

S.J. Dixon Surveyors Pty. Ltd.

Per: 

Surveyor registered under the Surveying and Spatial Information Act, 2002

SKETCH



(A) RIGHT OF CARRIAGEWAY, EASEMENT FOR SERVICES & EASEMENT TO DRAIN WATER VARIABLE WIDTH (D.P.1021851)

BLAXLAND ROAD

WE, S. J. DIXON SURVEYORS PTY LTD, HEREBY CERTIFY THAT THE SURVEY REPRESENTED IN THIS PLAN WAS MADE BY US IN ACCORDANCE WITH THE SURVEYING AND SPATIAL INFORMATION ACT, 2002.


(REGISTERED SURVEYOR)



Revenue

Enquiry ID	3061709
Agent ID	81429403
Issue Date	12 Apr 2019
Correspondence ID	1688339918
Your reference	19069

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

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

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
D1021851/51	421 BLAXLAND RD DENISTONE EAST 2112	\$543 333

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2019 tax year.

Yours sincerely,

Stephen R Brady

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

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

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

When is a certificate not clear from land tax?

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

How do I clear a certificate?

The outstanding tax must be paid to clear a certificate. To do this, follow the steps shown on the certificate or contact Revenue NSW. Please allow 10 working days for your request to be processed.

How do I get an updated certificate?

A certificate can be updated by using our online clearance certificate service at www.revenue.nsw.gov.au, or by re-processing the certificate through your Client Service Provider (CSP).

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

Land value, tax rates and thresholds

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

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



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



landtax@revenue.nsw.gov.au

* Overseas customers call +61 2 9761 4956
Help in community languages is available.

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. The purchaser may rescind the contract at any time before 5 p.m. on the fifth business day after the day on which the contract was made, **EXCEPT** in the circumstances listed in paragraph 3.
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:

Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries East Australian Pipeline Limited Electricity and gas Land & Housing Corporation Local Land Services NSW Department of Education	NSW Fair Trading NSW Public Works Advisory Office of Environment and Heritage Owner of adjoining land Privacy Roads and Maritime Services 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 stamp 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.

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>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>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>remittance amount</i>	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</i> by a <i>party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW 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>RW rate</i>);
<i>RW 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>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 – <ul style="list-style-type: none"> • 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> <i>solicitor</i> or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>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 18B of the Swimming Pools Regulation 2008).

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*.
- 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.
- 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.