

Contract for the sale of land – 2005 edition

TERM

Vendor's agent **Skyline Real Estate** Ref: **Keiran Dempsey**
3-7, 14 Frenchs Forest Rd, Frenchs Forest NSW 2086 (P) 9452 3444 (F) 9452 4555

Co-agent
 Vendor **BRIAN CHARLES GARDNER and CAROL BEVERLEY GARDNER**
4 Merelyn Road, Belrose NSW 2085

Vendor's Solicitor **Hamer & Hamer Gordon**
Suite 6, 2 St Johns Avenue, (PO Box 29) Gordon NSW 2072
Phone: (02) 9498 8021 Fax: (02) 9498 5551 Ref: AJH
Email: hamerhamer@ozemail.com.au

Completion date **Three (3) calendar months after the date of this contract (clause 15)**

Land **4 Merelyn Road, Belrose NSW 2085**
 (Address, plan details and title reference) **Registered Plan: Lot 34 Deposited Plan 31077**
Folio 34/31077

Improvements ☒ VACANT POSSESSION ☐ subject to existing tenancies
☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ 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 ☒ curtains ☒ insect screens ☒ stove
☒ built-in wardrobes ☐ dishwasher ☒ light fittings ☐ pool equipment
☒ clothes line ☒ fixed floor coverings ☐ range hood ☒ TV antenna
☒ other: wardrobe in main bedroom, small wardrobe in front bedroom

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)

Vendor

Witness

GST AMOUNT (optional)
 The price includes
 GST of:

Purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares Witness

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

Vendor duty is payable ☐ NO ☐ yes in full ☐ yes to an extent
 Deposit can be used to pay vendor duty ☐ NO ☐ yes
 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)

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

General	Strata or community title (clause 23 of the contract)
☒ 1 property certificate for the land	☐ 24 property certificate for strata common property
☒ 2 plan of the land	☐ 25 plan creating strata common property
☐ 3 unregistered plan of the land	☐ 26 strata by-laws not set out in <i>legislation</i>
☐ 4 plan of land to be subdivided	☐ 27 strata development contract or statement
☐ 5 document that is to be lodged with a relevant plan	☐ 28 strata management statement
☒ 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)	☐ 29 leasehold strata - lease of lot and common property
☐ 7 section 149(5) information included in that certificate	☐ 30 property certificate for neighbourhood property
☒ 8 sewerage connections diagram	☐ 31 plan creating neighbourhood property
☐ 9 sewer mains diagram	☐ 32 neighbourhood development contract
☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	☐ 33 neighbourhood management statement
☐ 11 section 88G certificate (positive covenant)	☐ 34 property certificate for precinct property
☒ 12 survey report	☐ 35 plan creating precinct property
☐ 13 section 317A certificate (certificate of compliance)	☐ 36 precinct development contract
☐ 14 building certificate given under <i>legislation</i>	☐ 37 precinct management statement
☐ 15 insurance certificate (Home Building Act 1989)	☐ 38 property certificate for community property
☐ 16 brochure or note (Home Building Act 1989)	☐ 39 plan creating community property
☐ 17 section 24 certificate (Swimming Pools Act 1982)	☐ 40 community development contract
☐ 18 lease (with every relevant memorandum or variation)	☐ 41 community management statement
☐ 19 other document relevant to tenancies	☐ 42 document disclosing a change of by-laws
☐ 20 old system document	☐ 43 document disclosing a change in a development or management contract or statement
☐ 21 Crown tenure card	☐ 44 document disclosing a change in boundaries
☐ 22 Crown purchase statement of account	☐ 45 certificate under Management Act – section 109 (Strata Schemes) or section 26 (Community Land)
☐ 23 Statutory declaration regarding <i>vendor duty</i>	

WARNINGS

- 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

AGL Gas Networks Limited	Government Business & Government Procurement	Public Works Dept
Council	Heritage Office	Roads & Traffic Authority
County Council	Infrastructure Planning and Natural Resources	Rural Lands Protection Board
East Australian Pipeline Limited	Land & Housing Corporation	Sustainable Energy Development
Education & Training Dept	Mine Subsidence Board	Telecommunications authority
Electricity authority	Owner of adjoining land	Water, sewerage or drainage authority
Environment & Conservation Dept	Primary Industries Department	
Fair Trading	RailCorp	

 If you think that any of these matters affects the property, tell your solicitor.
- A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 1987 or the Retail Leases Act 1994.
- If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
- If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
- 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.
- The purchaser will usually have to pay stamp duty on this contract. The sale will also usually be a vendor duty transaction. If duty is not paid on time, a party may incur penalties.
- If the purchaser agrees to the release of deposit any rights in relation to the land (for example, the rights mentioned in clause 2.8) may be subject to the rights of other persons such as the vendor's mortgagee.
- The purchaser should arrange insurance as appropriate.

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 or mediation (for example mediation under the Law Society Mediation Guidelines).

AUCTIONS

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

SOLICITORS CERTIFICATE

I,

of

hereby certify as follows:-

- (a) I am a Solicitor currently admitted to practice in New South Wales.
- (b) I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a Contract for sale of property:

Address: 4 Merelyn Road, Belrose

from: **BRIAN CHARLES GARDNER and CAROL BEVERLEY GARDNER**

(hereinafter called the "Vendor")

to

(hereinafter called the "Purchaser")

in order that there is no cooling off period in relation to the Contract

- (c) I do not act for the Vendor and am not employed in the legal practice of a Solicitor acting for the Vendor nor am I a member or employee of a firm of which a Solicitor acting for the Vendor is a member or employee.
- (d) I have explained to the Purchaser (and if more than one, each of them)
 - (i) the effect of the Contract for the purchase of that property;
 - (ii) the nature of this Certificate;
 - (iii) the effect of giving this Certificate to the Vendor, i.e. that there is no cooling off period in relation to the contract.

DATED this day of

WARNING SWIMMING POOLS

An owner of property on which a swimming pool is situated must ensure that the pool complies with the requirements of the *Swimming Pools Act 1992*. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

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.

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.

For example, as purchaser you should be satisfied that finance will be available at the time of completing the purchase (even if settlement might occur many months after signing this contract – in particular, if you are buying off the plan).

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.

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

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

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>	a bank as defined in the Banking Act 1959, the Reserve Bank or a State bank;
<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>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i>);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in section 4 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>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 drawn on its own funds by - <ul style="list-style-type: none"> ● a <i>bank</i>; or ● a building society, credit union or other FCA institution as defined in Cheques Act 1986; that carries on business in Australia; 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</i> by the <i>party</i> ;
<i>terminate</i>	terminate this contract for breach;
<i>vendor duty</i>	vendor duty imposed under Chapter 4 of the Duties Act 1997;
<i>within</i>	in relation to a period, at any time before or during the period;
<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.

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 only by unconditionally giving cash (up to \$2,000) or 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 and 3 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 and 3 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*, credit union or permanent building society, 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 Payment of vendor duty out of the deposit

- 3.1 This clause applies only if this contract says the deposit can be used to pay vendor duty.
- 3.2 If the amount held by the *depositholder* (disregarding the value of any bond or guarantee) exceeds the amount of *vendor duty*, the *parties* direct the *depositholder* to release the amount of *vendor duty* on the following terms -
- 3.2.1 the *depositholder* is to draw a *cheque* ("the vendor duty cheque") in favour of the Office of State Revenue and in a form acceptable to the Office of State Revenue for payment of *vendor duty*;
- 3.2.2 the *depositholder* is not to draw that *cheque* earlier than 14 days before the completion date; and
- 3.2.3 the receipt of a letter from the vendor's *solicitor* requesting the vendor duty cheque will be sufficient authority for the *depositholder* to draw and release that cheque.
- 3.3 The vendor's *solicitor* will use the vendor duty cheque for the sole purpose of payment of the *vendor duty* relating to this transaction.
- 3.4 If this contract is not completed in circumstances that there is, or may be, no liability for *vendor duty* -
- 3.4.1 if the vendor duty cheque has been forwarded to the vendor's *solicitor* but has not been used to pay *vendor duty*, that cheque must be returned immediately to the *depositholder* for cancellation;
- 3.4.2 if the vendor duty cheque has been used to pay *vendor duty* -
- the amount of *vendor duty* is repayable upon demand;
 - the vendor must lodge an application for refund of *vendor duty*; and
 - the vendor irrevocably authorises the Office of State Revenue to pay to the *depositholder* the refund of *vendor duty*;
- 3.4.3 each *party* must do whatever else is necessary to ensure that the *party* whose funds were used to pay *vendor duty* receives the refund; and
- 3.4.4 rights under this clause continue even if the contract has been *rescinded* or *terminated*.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* the form of transfer at least 14 days before the completion date.
- 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.
- 4.5 If this sale is exempt from *vendor duty* -
- 4.5.1 the vendor can (but does not have to) *serve* an application for exemption from *vendor duty* in the form satisfactory to the Office of State Revenue *within 7 days* after the contract date;
- 4.5.2 if that application is attached to this contract or has been provided to the purchaser before the contract date, the application is *served* on the contract date; and
- 4.5.3 if the vendor complies with clause 4.5.1 -
- the purchaser must have the form of transfer marked by the Office of State Revenue in relation to *vendor duty* before *serving* the form of transfer; and
 - on completion the vendor must pay to the purchaser \$33.

5 Requisitions

- If the purchaser is or becomes entitled to make a *requisition*, the purchaser can make it only by *serving* it -
- 5.1 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 if it arises out of anything *served* by the vendor - *within 21 days* after the later of the contract date and that *service*; and
- 5.3 in any other case - *within* a reasonable time.

6 Error or misdescription

- 6.1 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

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; 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.

8 Vendor's right to rescind

The vendor can *rescind* if -

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

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

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

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 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 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act*.
- 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, pay an expense of another party or pay an amount 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 amount; but
 - 13.3.2 if this contract says this sale is a taxable supply, and payment would entitle the *party* to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding 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 completion date, 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, 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.

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 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 adjust 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 Completion date

The *parties* must complete by the completion date 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, plus another 20% of that fee.
- 16.6 If the purchaser serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing 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*, the price (less any deposit paid) and any other amount payable by the purchaser under this contract (less any amount payable by the vendor to 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 Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

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 mentioned in Schedule J of the Supreme Court Rules 1970.
- 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 fax to the *party's solicitor*, unless 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, and 17 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* includes 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 page 1) 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 clause 2 (deposit).
- 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**
- 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 -
- 'change', in relation to a scheme, means -
 - a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified 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;
 - 'common property' includes association property for the scheme or any higher scheme;
 - 'contribution' includes an amount payable under a by-law;
 - '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;
 - 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 'the property' includes any interest in common property for the scheme associated with the lot;
 - '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 sinking 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.
- 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 levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
 - 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
 - 23.6.3 the purchaser is liable for all other contributions levied 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.
- 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 not disclosed in this contract; or
 - 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; or
 - 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot 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* a certificate under section 109 Strata Schemes Management Act 1996 or section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the completion date.

- 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.
- 23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.17 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.
- 23.18 If a general meeting of the owners corporation is convened before completion -
- 23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.18.2 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 -
- any of Parts 2 to 7 of the Retail Leases Act 1994 applies to the tenancy, unless this contract discloses that the tenancy commenced on or after 1 August 1994;
 - a disclosure statement required by the Act 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 Act.
- 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;
 - 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; and
- 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 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 to the tenant 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.
- 24.5 Rights under this clause continue after completion, whether or not other rights continue.

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) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 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 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part 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 completion date becomes the later of the completion date 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.
- 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The completion date becomes the later of the completion date and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to a 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;
- 29.7.3 the completion date becomes the later of the completion date 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;
 - 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 completion date becomes the later of the completion date 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.

ADDITIONAL CONDITIONS ANNEXED TO CONTRACT FOR SALE

30. **Death, mental illness, bankruptcy, liquidation etc.**
30.1 Without in any way negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this special condition not been included in this Contract:
- 30.1.1 should the Purchaser being a natural person (or any one of them if there be more than one Purchaser) prior to completion die, become mentally ill or be declared bankrupt or enter into any scheme of arrangement with creditors then the Vendor may rescind this Contract by notice in writing to the Purchaser in accordance with Clause 19.
- 30.1.2 should the Purchaser being a company prior to completion resolve to go into liquidation or have a petition for the winding up presented or enter into any scheme of arrangement with its creditors or should any liquidator, receiver or official manager be appointed in respect of the Purchaser then the Purchaser shall be deemed to be in default of this Contract in accordance with Clause 9.
31. **Removal of registered dealings**
On completion, the Purchaser will accept any or all of the following documents in registerable form as may relate to the title of the property and shall not be entitled to insist upon prior registration thereof:
- 31.1.1 a withdrawal of any caveat;
- 31.1.2. a discharge of any mortgage or encumbrance;
- 31.1.3. in the case of any lease not shown in the computer folio certificate or manual of the register, surrender thereof or notification of determination thereof supported by the evidence usually required by the Land Titles Office;
- 31.1.4. a withdrawal of any writ of execution or evidence usually required by the Land Titles Office to enable removal thereof.
32. **Purchaser's acknowledgements**
32.1 The expression "the property" where used in this special condition 32 shall include all buildings, structures and other improvements on or under the land to be transferred pursuant to this Contract and the furnishings, chattels and inclusions stipulated in page one herein.
- 32.2 The Purchaser acknowledges that prior to signing this contract the Purchaser has made investigations and enquiries in relation to the property and the Purchaser has not relied upon any warranty statement or representation made by the Vendor or by anyone on the Vendor's behalf (excluding those warranties contained in Section 52A of the Conveyancing Act 1919 and regulations thereto).
- The Purchaser further acknowledges that following the making of the said investigations and enquiries, the Purchaser is satisfied that the terms of this contract are fair and reasonable.
- 32.3 The provisions set out in this Contract contain the entire agreement between the parties as at the date of this Contract notwithstanding any:-

- 32.3.1 negotiations or discussions held; or
- 32.3.2 documents, signs or brochures produced prior to the date of this Contract.
- 32.4 The Purchaser shall accept the property in its present condition and state of repair (including all defects whether latent or patent) and shall not be entitled to make any objection, requisition or claim for compensation in relation to the condition or state of repair of the property or any part thereof.
33. **Introduction by the Vendor's agent**
- 33.1 The Purchaser warrants that the Purchaser was not introduced to the Vendor or the Property by any real estate agent or any other person entitled to claim commission other than the Vendor's agent named herein (if any) and the Purchaser hereby indemnifies the Vendor against any successful claim for commission which might be made resulting from a breach of such warranty and against all costs and expenses of and incidental to defending any such claim. The Vendor warrants that the Vendor has not entered into any sole or exclusive agency agreement with any real estate agent other than the Vendor's agent named herein. It is agreed that these indemnities shall be continuing indemnities not merging on completion.
34. **Notice to Complete**
- 34.1. Notwithstanding any other provision of this Contract or any rule of law or equity to the contrary, the Purchaser and Vendor expressly agree that:
- 34.1.1. Either party hereto may, upon the expiration of the time for completion specified on page one herein, issue a Notice to Complete making time the essence of this Contract;
- 34.1.2. A period of fourteen (14) days following the date of issue of any such Notice to Complete shall be deemed to be a reasonable time for completion pursuant to any such notice and neither party may make any objection, requisition or claim for compensation in respect of the said period.
- 34.1.3 The Purchaser will pay to the Vendor on settlement the cost of any valid Notice to Complete served on the Purchaser assessed and agreed at the sum of \$275.00 including GST and payment of that amount is an essential term of the Contract.
35. **Additional Purchase Price**
- 35.1. It is an essential term of this contract that the balance of the purchase price will increase at the rate of ten per cent (10%) per annum calculated daily for each day from the completion date up to and including the day of actual completion. If actual completion is delayed because of the Vendor's default, the balance of the purchase price will not increase for the period during which completion was delayed by the Vendor.
36. **Services**
- The Purchaser shall take title subject to all existing gas, electricity, telephone or water sewerage and drainage installations or services (if any) as shall exist on or pass through the land and shall not be entitled to make any requisitions, objection or claim for compensation or non-availability of any such installations or services or the fact that there is not any easements in existence in regard to any such service.

37. **Facsimile transmission**

37.1 In addition to provisions contained in Condition 20 hereof, a notice or document shall be sufficiently served for the purpose of this Contract if the notice or document is sent by facsimile transmission to a party or the solicitor for a party and in any such case shall be deemed to be duly given or made when the facsimile transmission has been completed except where:-

37.1.1. the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the facsimile transmission shall be deemed not to have been given or made or;

37.1.2 the time of dispatch is not before 17.00 (local time) on a day on which business is generally carried on in the place to which such notice is sent, in which case the notice shall be deemed to have been received at the commencement of business on the next such day in that place.

38. **Foreign Investment**

38.1. The Purchaser warrants that the provisions of the Foreign Takeovers Act 1975 (Cth) requiring the obtaining of consent to this transaction do not apply to the Purchaser and to this purchase.

38.2. In the event of there being a breach of this warranty whether deliberately or unintentionally the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss damage penalty fine or legal costs which may be incurred by the Vendor as a consequence thereof.

38.3. This warranty and indemnity shall not merge on completion.

39. **Severability**

39.1 In case any one or more of the provisions herein contained or any part thereof should be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

39.2 In the event of any conflict between the provisions of these additional conditions and those contained in the printed conditions to this Contract, these additional conditions shall prevail.

40. **Amendments to printed form clauses**

40.1 The following clauses in the printed form of the contract shall be amended as follows:-

40.1.1 Clause 7.1.1 deleted.

40.1.2 Clause 7.1.3 substituting "7 days" in place of "14 days".

40.1.3 Clause 7.2.1 substituting "1%" in place of "10%".

40.1.4 Clause 8.1 is amended by deleting the words "on reasonable grounds"

40.1.5 Clause 8.2 is amended by deleting the words "and those grounds"

40.1.6 Clause 8.3 substituting "7 days" in place of "14 days"

40.1.7 Clause 16.5 delete the words "plus another 20% of that fee"

40.1.8 Clause 19.2.3 is deleted.

41. **Payment of Deposit by Instalments – Cooling off period**

In the event that this Contract is made with a cooling off period the Deposit shall be paid by instalments as follows:

- 41.1 as to the amount of 0.25% of the purchase price on the date hereof; and
- 41.2 as to the further amount of 9.75% of the purchase price (being the balance of 10% of the purchase price) by 5 p.m. on the fifth business day after the day on which this Contract was made.

42. **Survey Report**

42.1 The Purchaser acknowledges that it has inspected the Survey Report (if any) annexed to this Contract (hereinafter called "the Survey Report") and is aware of the encroachment(s) onto the land or any adjoining land and the items of non-compliance disclosed and clearly described therein.

42.2 It is an express term of this Contract that no objection, requisition or claim shall be made by the Purchaser in respect of any matter referred to within this special condition or any other matter or thing contained in or arising out of the Survey Report.

42.3 No warranty or representation is made by the Vendor as to the accuracy or completeness of the Survey Report and the accuracy or completeness of the same is not a condition of this Contract.

43. **Swimming Pool**

43.1 The Vendor does not warrant that the swimming pool, if any, on the property and the swimming pool fencing enclosure comply with the requirements imposed by the Swimming Pools Act 1992 and the regulations prescribed under the Act. The purchasers shall take the swimming pool and surrounds and fencing, if any, in their present state of repair and will not make any objection requisition or claim for compensation in relation thereto

44. **Requisitions**

44.1 For the purpose of clause 5 hereof the Purchaser shall only be entitled to serve requisitions in the following form:

- 44.1.1 for torrens title: Residential Property Requisitions on Title © 2007 copyright of the Law Society of New South Wales;
- 44.1.2 for strata title: Strata Title (Residential) © 2007 copyright of the Law Society of New South Wales.

45. **Purchaser's finance disclosure**

45.1 The purchaser confirms and warrants to the vendor that;

45.1.1 the purchaser does not require credit to finance the payment of the purchase price for the property; or

45.1.2 the purchaser has at the date of this contract obtained approval for credit to finance the payment of the purchase price for the property on terms which are reasonable to the purchaser.

45.2 The purchaser acknowledges that as a consequence of the disclosure made in clause 45.1 hereof the contract cannot be subject to termination pursuant to Section 124(1) of the Consumer Credit (NSW) Act 1995.

46. **Conditions of Sale by Auction**

These conditions replace 'Auction - Conditions of Sale' on page 3 of the printed contract.

If the property is or intended to be sold at auction:

Bidders Record means the Bidders to be kept pursuant to Clause 18 of the Property, Stock and Business Agents Regulations 2003 and Section 68 of the Property, Stock and Business Agents Act 2002:

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

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

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

47. **Claim for compensation**

47.1 Notwithstanding the provisions of clauses 7 & 8 hereof the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purposes of clause 8 entitling the Vendor to rescind this Contract.

48. **Personal Guarantee and Indemnity**

48.1.1 The provisions of this special condition apply if the purchaser is a corporation.
48.1.2 Guarantor means the person or persons who sign this Contract on behalf of the Purchaser.

48.2 In consideration of the Vendor entering into this Contract at the request of the Guarantor, the Guarantor:

48.2.1 guarantees to the Vendor;

48.2.1.1 payment of all moneys payable by the Purchaser; and

48.2.1.2 the performance by the Purchaser of all other obligations under this Contract; and

48.2.2 indemnifies the Vendor against any liability, loss, damage, expense or claim incurred by the Vendor arising directly or indirectly from any breach of this Contract by the Purchaser.

48.3 This guarantee and indemnity is a principal obligation of the Guarantor and is not collateral to any other obligation.

48.4 The liabilities of a Guarantor are not affected by:

48.4.1 the granting to the purchaser or to any other person of any time, waiver, indulgence, consideration or concession or the discharge or release of the Purchaser;

48.4.2 the death, bankruptcy or liquidation of the Purchaser, the Guarantor or any one of them;

48.4.3 reason of the Vendor becoming a party to or bound by any compromise, assignment of property or scheme of arrangement or composition of debts or scheme or reconstruction by or relating to the Purchaser, the Guarantor or any other person;

- 48.4.4 the Vendor exercising or refraining from exercising any of the rights, powers or remedies conferred on the Vendor by law or by any Contract or arrangement with the Purchaser, the Guarantor or any other person or any guarantee, bond, covenant, mortgage or other security; or
- 48.4.5 the Vendor obtaining a judgment against the Purchaser, the Guarantor or any other person for the payment of the moneys payable under this Contract.
- 48.5 This guarantee and indemnity will continue notwithstanding:
 - 48.5.1 That the Vendor has exercised any of the Vendor's rights under this Contract including any right of termination;
 - 48.5.2 The Purchaser is wound up; or
 - 48.5.3 This guarantee and indemnity is for any reason unenforceable either in whole or in part.
- 48.6 This guarantee and indemnity
 - 48.6.1 is of a continuing nature and will remain in effect until final discharge of the guarantee or indemnity is given by the Vendor to Guarantor;
 - 48.6.2 may not be considered wholly or partially discharged by the payment of the whole or any part of the amount owed by the Purchaser to the Vendor;
 - 48.6.3 extends to the entire amount that is now owed or that may become owing at any time in the future to the Vendor by the Purchaser pursuant to or contemplated by this Contract including any interest, costs or charges payable to the Vendor under this Contract.
- 48.7 If any payment made to the Vendor by or on behalf of the Purchaser or the Guarantor is subsequently avoided by any statutory provision or otherwise;
 - 48.7.1 that payment is to be treated as not discharging the Guarantor's liability for the amount of that payment; and
 - 48.7.2 the Vendor and the Guarantor will be restored to the position in which each would have been and will be entitled to exercise all rights which each would have had if that payment had not been made.
- 48.8 The Vendor can proceed to recover the amount claimed as a debt or damages from the Guarantor without having instituted legal proceedings against the Purchaser and without first exhausting the Vendor's remedies against the Purchaser.
- 48.9 If there is more than one Guarantor, the obligations and indemnities provided by the Guarantor under this special condition apply jointly and severally to each and every Guarantor.

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH
-----FOLIO: 34/31077

SEARCH DATE	TIME	EDITION NO	DATE
26/6/2012	12:50 PM	1	5/8/1994

LAND

LOT 34 IN DEPOSITED PLAN 31077
LOCAL GOVERNMENT AREA WARRINGAH
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP31077

FIRST SCHEDULE

BRIAN CHARLES GARDNER
CAROL BEVERLEY GARDNER
AS JOINT TENANTS

(T J419957)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 U491240 EASEMENT TO DRAIN WATER 1 WIDE AFFECTING PART OF THE
LAND ABOVE DESCRIBED SHOWN SO BURDENED IN PLAN WITH
U491240

NOTATIONS

NOTE: THE CERTIFICATE OF TITLE FOR THIS FOLIO OF THE REGISTER DOES
NOT INCLUDE SECURITY FEATURES INCLUDED ON COMPUTERISED
CERTIFICATES OF TITLE ISSUED FROM 4TH JANUARY, 2004. IT IS
RECOMMENDED THAT STRINGENT PROCESSES ARE ADOPTED IN VERIFYING THE
IDENTITY OF THE PERSON(S) CLAIMING A RIGHT TO DEAL WITH THE LAND
COMPRISED IN THIS FOLIO.
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

HAMG-ROBIN-Gardner10585

PRINTED ON 26/6/2012

Any entries preceded by an asterix do not appear on the current edition of the certificate of title.
Warning: the information appearing under notations has not been formally recorded on the Register.
Hazlett Information Services 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.

Level 4, 122 Castlereagh Street, Sydney 2000 - DX 1078 SYDNEY
 PHONE: (02) 9261 5211 FAX: (02) 9264 7752
www.hazlett.com.au



PLAN

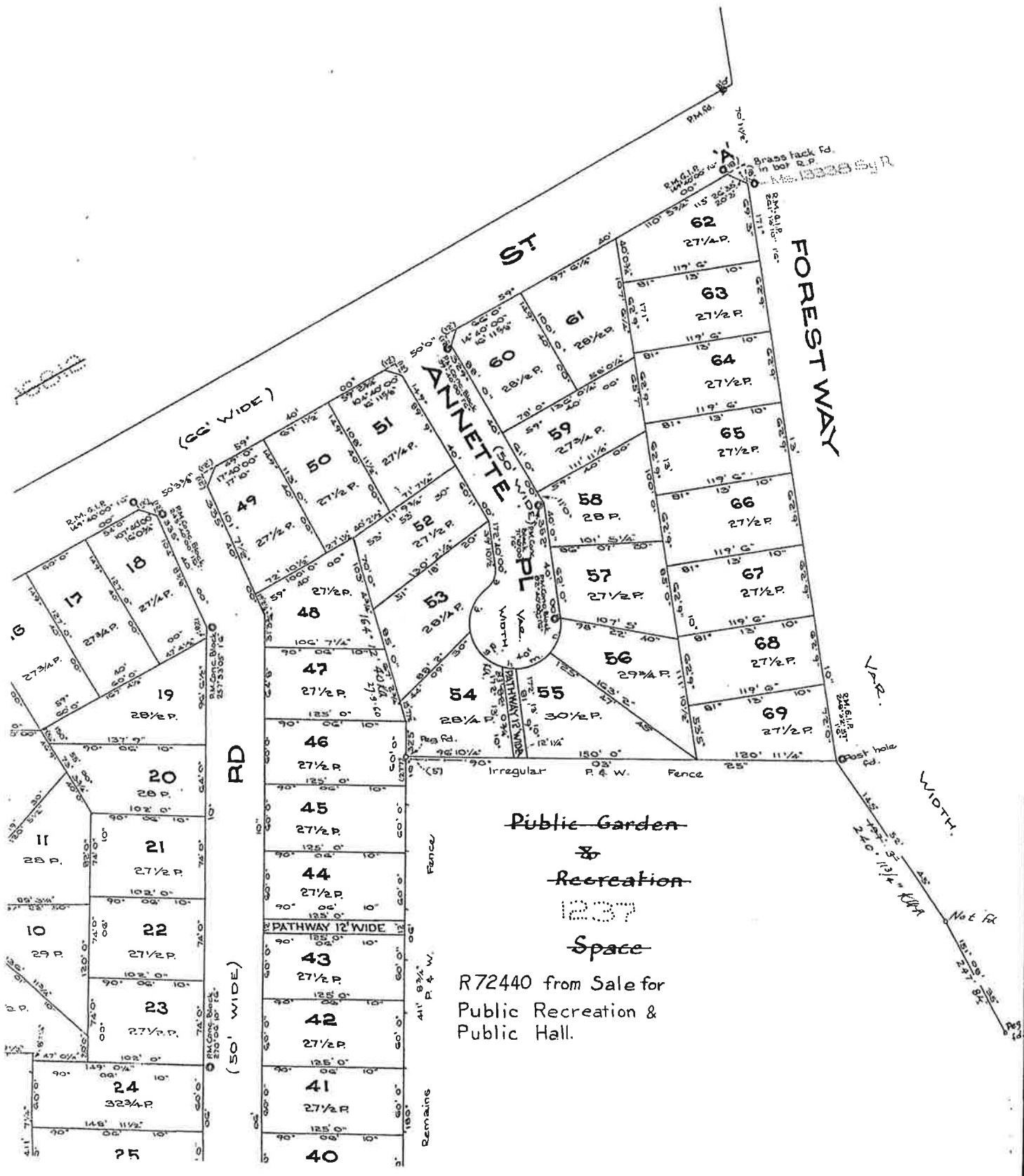
part of Portions 1235 & 1236
& part of Portion 1235

VE

COUNTY OF CUMBERLAND

Scale: 80 ft to an Inch.

This is the plan numbered & recorded as
DEPOSITED PLAN NO. 31077
on the 4th day of October 1901
Hamilton
REGISTRAR GENERAL.



SHIRE OF WARRINGAH.

H611164 22.9.60

D.P.31077(E)

PLAN

of subdivision of ~~part of~~ Portion
& part of Portion

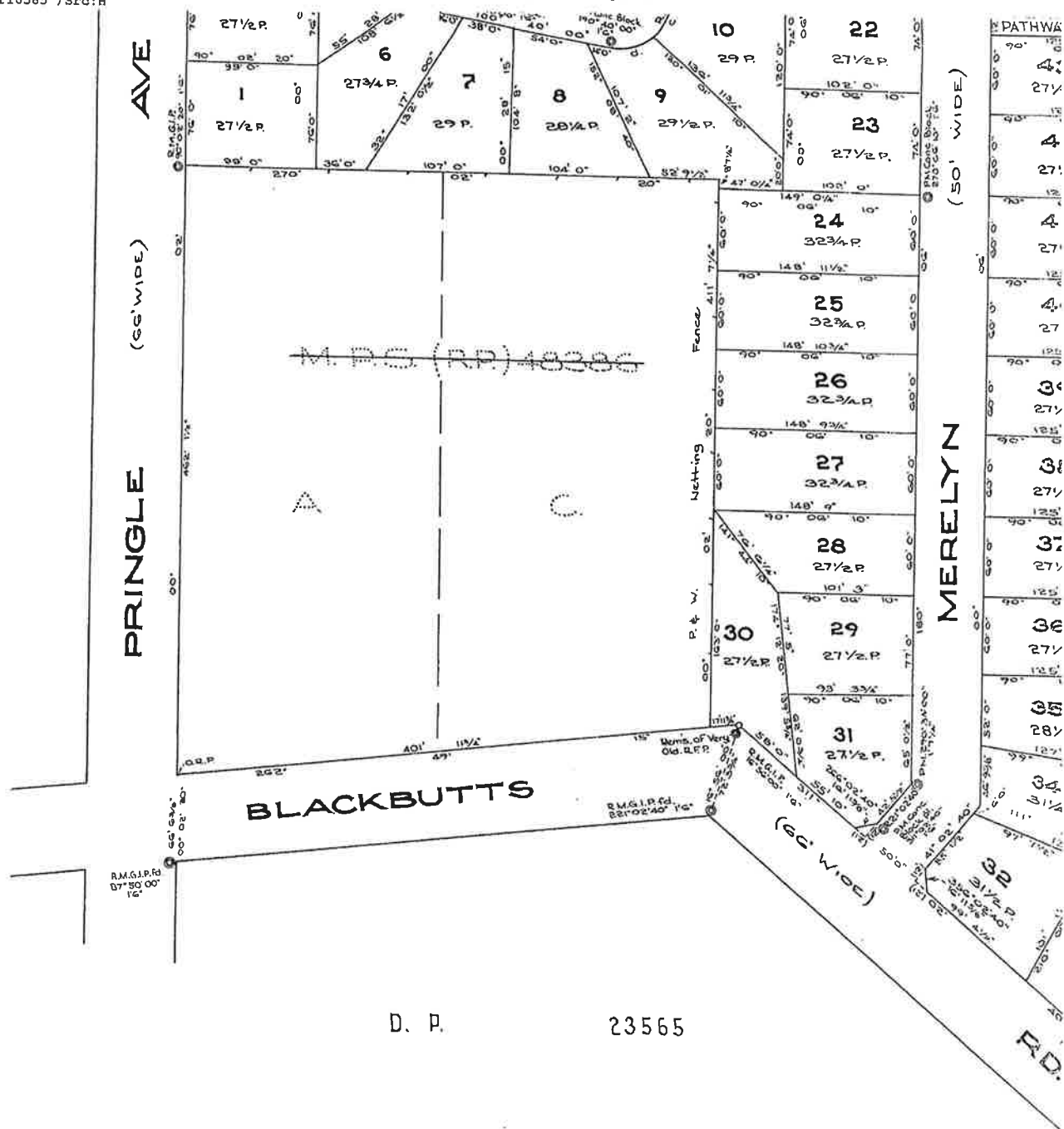
PARISH OF MANLY COVE

COL

Scale: 80 ft to an Inch.

M. M.





D. P. 23565

DP 31077 (E)

NOTE: It is intended to dedicate Evelyn Pl. 50' wide and var.
 Merelyn Rd. 50' wide, Annette Pl. 50' wide and var.,
 all corner splays in relation thereto & pathways 12' wide
 to the public.

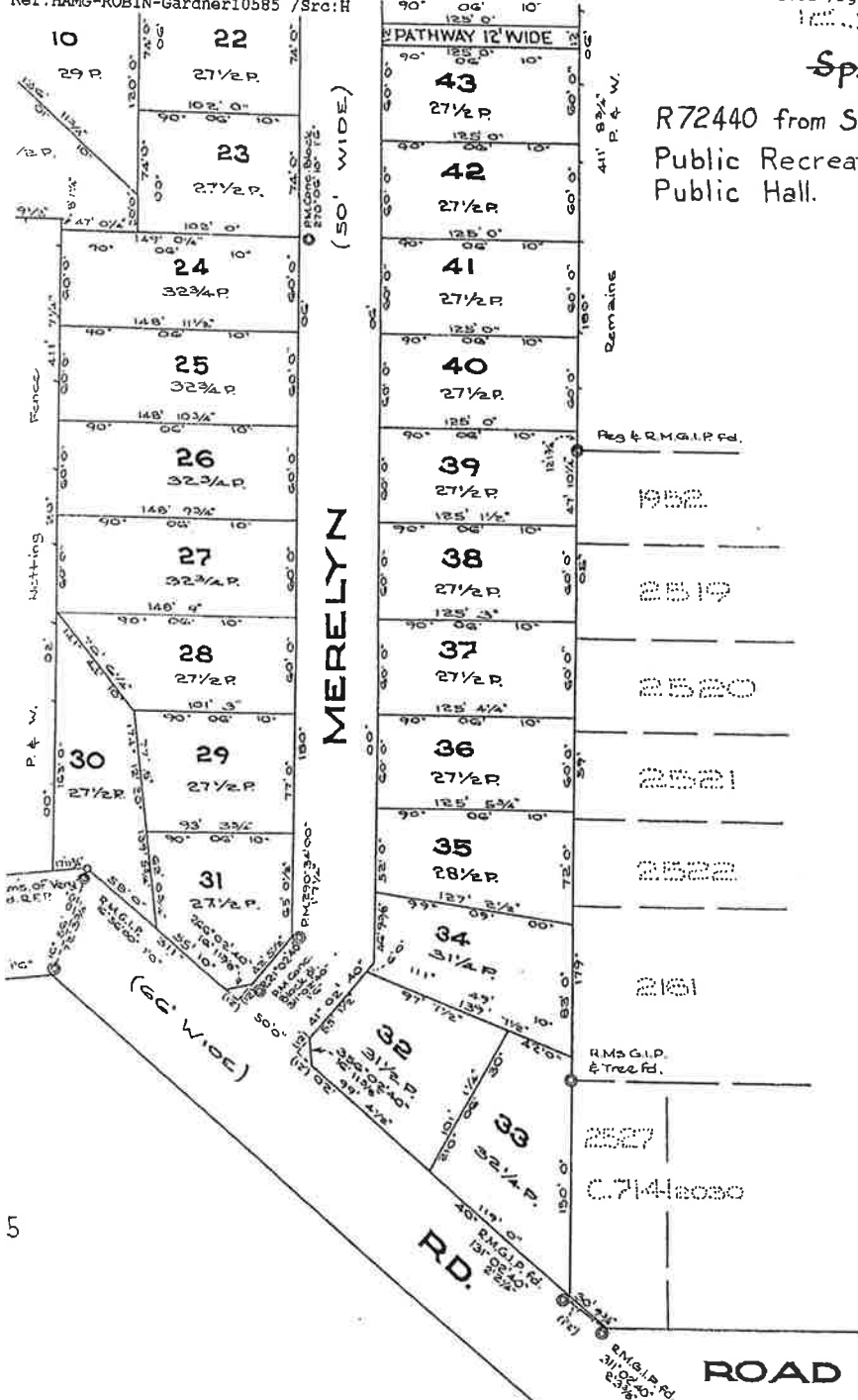
COMMERCIAL & GENERAL INSURANCES and
 consents to the within Plan of Subdiv
 The Common Seal of Commercial General
 Insurance Limited was hereunto affixed
 by Authority of the Board of Directors
 and in the presence of:

Approved by the Council and Certified in
 accordance with the Provisions of Section
 32.7 of the Local Government Act, 1919.

Subdivision No. _____
 Council Clerk. _____

Datum Line of Azimuth 'A-B'

D.P. 31077



R72440 from Sale for
 Public Recreation &
 Public Hall.

SCHEDULE OF ARCS.	ARC.	CHORD	RAD.
a	36° 43' 1/2"	112' 47' 30"	33' 17' 1/2"
b	33° 0'	102' 24' 10"	32' 0' 1/2"
c	33° 0'	109' 45' 30"	32' 0' 1/2"
d	33° 0'	125' 02' 00"	32' 0' 1/2"
e	20° 11' 1/2"	102' 40' 00"	26' 0' 1/2"
f	47° 0'	199' 00' 20"	44' 4' 1/2"
g	42° 13' 1/2"	135' 10' 00"	40' 23' 1/2"
h	12° 41' 1/4"	96' 05' 40"	12' 4' 1/4"
m	33° 0'	63' 24' 15"	32' 0' 1/2"
n	33° 0'	196' 16' 05"	32' 0' 1/2"

5076
 21 SEP '60

Subdn
 1 new roads

21st
 SEP 60

ROAD 50' WIDE

COMMERCIAL & GENERAL INSURANCE LIMITED
 consents to the within Plan of Subdivision

THE COMMON SEAL OF COMMERCIAL & GENERAL
 INSURANCE LIMITED was herewith affixed by
 authority of the Directors previously given
 in the presence of the Director whose
 Signature appears opposite hereon and in the
 presence of:

edicate Evelyn Pl. 50' wide and var.
 de, Annette Pl. 50' wide and var.
 relation thereto & pathways 12' wide

COMMERCIAL & GENERAL INSURANCE LIMITED
 consents to the within Plan of Subdivision
 The Common Seal of Commercial & General
 Insurance Limited was herewith affixed
 by authority of the Board of Directors
 in the presence of:

I, Kelvin Wilson Alexander of Brookvale
 a surveyor registered under the Surveyors Act, 1929-1946 hereby
 certify that the survey represented in this plan is accurate and has been
 made under my immediate supervision in accordance with the Survey
 Practice Regulations, 1933, and was completed on 15-8-60

Signature, *K. W. Alexander*
 Surveyor registered under Surveyors Act, 1929-46

DP 31077 (E)

890

CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

DP 31077	FEET INCHES	METRES
-	2 1/2	0.064
-	3	0.076
-	5	0.127
-	9 3/4	0.248
1	2	0.356
1	6	0.457
1	7 1/4	0.489
2	0 7/8	0.632
2	2 1/4	0.667
3	3 5/8	0.695
3	5 3/4	1.010
3	5 1/4	1.048
6	-	1.829
6	0 3/4	1.848
7	5	2.261
8	7 1/4	2.623
8	11 1/2	2.791
11	-	3.353
12	-	3.658
12	1 1/4	3.689
12	1 3/4	3.702
12	4 1/4	3.766
12	4 3/4	3.778
12	6 1/2	3.823
12	8	3.861
14	-	4.267
15	7 1/2	4.763
16	-	4.877
16	0 3/4	4.896
16	11 5/8	5.172
17	10	5.436
17	11 3/4	5.480
18	-	5.486
19	2 1/4	5.488
20	-	6.096
20	3	6.172
20	3 3/8	6.182
20	5 1/2	6.236
20	11 1/4	6.382
23	-	7.010
26	6 1/2	8.090
27	1 1/2	8.268
27	7	8.407
28	3 3/8	8.620
28	3 5/8	8.626
30	9 3/4	9.392
31	3 3/4	9.544
32	0 7/8	9.776
32	5	9.881
33	-	10.038
33	1 3/4	10.103
35	1 7/8	10.716
36	-	10.973
36	4 3/4	11.093
38	-	11.562
39	10 1/2	12.134
40	-	12.192
40	0 3/4	12.211
40	2 1/2	12.256
40	2 5/8	12.259
40	2 7/8	12.265
42	-	12.802
42	1 5/8	12.843
42	5 1/2	12.941
44	4 1/8	13.516
46	9	14.249
46	9 5/8	14.265
47	-	14.326
47	0 1/4	14.332
47	4 1/2	14.440
47	8	14.529
47	8 5/8	14.545
47	10 1/4	14.586
49	-	14.935
50	-	15.240
50	3 3/8	15.326
52	-	15.850

CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

DP 31077 CONTINUED	FEET INCHES	METRES
52	9 1/2	16.091
53	-	16.154
53	5	16.281
54	-	16.459
55	1 1/2	16.802
55	10	17.018
56	1 1/2	17.107
58	-	17.678
58	0 1/4	17.685
58	1	17.704
58	1 1/8	17.707
59	2 3/4	18.053
60	-	18.288
60	1	18.313
61	-	18.593
62	-	18.898
62	0 3/4	18.917
62	9	19.126
63	0 3/4	19.221
64	-	19.307
64	8	19.710
65	0 1/2	19.825
65	7	19.990
66	-	20.117
66	2 1/4	20.174
66	6 3/8	20.279
67	1 1/2	20.460
67	2 3/4	20.491
69	3	21.107
70	-	21.336
70	11 1/2	21.628
71	0 1/2	21.654
71	7 1/4	21.825
72	-	21.946
72	3 3/4	22.041
72	10 1/2	22.212
73	3 3/4	22.346
74	-	22.555
76	-	23.159
76	6 1/4	23.324
77	-	23.470
77	5	23.597
78	-	23.774
80	2 1/4	24.441
81	9	24.917
82	-	24.994
83	-	25.298
83	0 3/4	25.317
85	-	25.908
86	2 1/4	26.270
88	-	26.822
88	2	26.873
89	3 1/4	27.210
89	9	27.356
90	-	27.432
92	-	28.042
93	3 3/4	28.442
96	6 1/2	29.426
96	10 1/4	29.521
97	6 1/4	29.724
97	7 1/2	29.756
98	-	29.870
99	-	30.175
99	4 1/2	30.290
100	-	30.460
101	-	30.785
101	1 1/4	30.817
101	3	30.861
101	4 1/4	30.893
101	5 1/4	30.918
101	7 1/2	30.975
102	-	31.090
103	4 3/4	31.515
104	-	31.699
104	8	31.902
104	8 5/8	31.918
105	8 1/4	32.214

CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

DP 31077 CONTINUED	FEET INCHES	METRES
106	7 1/4	32.493
107	-	32.614
107	2	32.664
107	5	32.741
107	6 1/4	32.772
108	6 1/2	33.084
108	11 1/2	33.211
109	6 1/4	33.382
110	4 3/4	33.649
110	5 3/4	33.674
111	9 3/4	34.080
111	10 1/2	34.100
111	11 1/8	34.115
113	-	34.442
114	9	34.976
115	6	35.204
119	-	36.271
119	6	36.424
120	-	36.576
120	5 1/2	36.714
120	11 1/4	36.862
123	1 3/4	37.535
125	-	38.100
125	1 1/2	38.131
125	3	38.176
125	4 1/4	38.208
125	5 3/4	38.246
127	-	38.710
127	2 1/2	38.773
130	2 1/4	39.681
132	0 1/2	40.244
132	0 7/8	40.254
136	0 1/4	41.459
136	11 3/4	41.751
137	9	41.986
139	5 3/4	42.513
139	7 1/8	42.548
139	7 1/2	42.558
148	9	45.339
148	9 3/4	45.350
148	10 3/4	45.383
148	11 1/2	45.403
149	0 1/4	45.422
149	10 3/4	45.688
150	-	45.720
163	-	49.682
163	2	49.733
167	4 1/2	51.016
240	11 3/4	73.450
297	8 1/2	75.502
401	11 3/4	122.823
411	7 1/4	125.457
411	8 3/4	125.495
462	1 1/8	140.846
462	1 1/2	140.856
AC RU P	50 M	
-	3.15	79.7
-	27 1/4	689.2
-	27 1/2	695.6
-	27 3/4	701.9
-	28	708.2
-	28 1/4	714.5
-	28 1/2	720.8
-	29	733.5
-	29 1/2	746.1
-	29 3/4	752.5
-	30	758.8
-	30 1/2	771.4
-	31 1/4	790.4
-	31 1/2	796.7
-	32 1/4	815.7
-	32 3/4	826.3

97-01TG



B TRANSFER GRANTING EASEMENTS

Real Property Act 1900



U
491240 H

Office of State Revenue use only

610 -

000000

10/847569100 40 1054 468010

(A) LAND

Show no more than 20 References to Title

SERVIENT TENEMENT (Land Burdened)	DOMINANT TENEMENT (Land Benefited)
34/31077	35/31077

(B) LODGED BY

L.T.O. Box 4584	Name, Address or DX and Telephone AUSTRALIAN GOVERNMENT SOLICITORS DX 444 SYDNEY	TG
REFERENCE (max. 15 characters): CROWN		

(C) TRANSFEROR

(Registered Proprietor of servient tenement)

BRIAN CHARLES GARDNER and
CAROL BEVERLEY GARDNER

(D) acknowledges receipt of the consideration of \$1-00

(E) and TRANSFERS and GRANTS EASEMENT TO DRAIN WATER PURSUANT TO S.181A OF THE
CONVEYANCING ACT 1919 AS SHOWN ON THE PLAN ANNEXED HERETO and MARKED ANNEXURE
"A" - DENOTES 1000 mm WIDE DRAINAGE EASEMENT.
out of the servient tenement and appurtenant to the dominant tenement, to the TRANSFEEE.

(F) TRANSFEEE

(Registered Proprietor of dominant tenement)

CATHERINE ANNE CORNEOS

OVER

(G) subject to the following ENCUMBRANCES 1. 2. 3.

(H) We certify this dealing correct for the purposes of the Real Property Act 1900.

DATE 1 AUGUST 1994

Signed in my presence by the Transferor who is personally known to me.

Signature of Witness

GLORIA CORNEOS

Name of Witness (BLOCK LETTERS)

27 KARAKA CR. BELROSE.

Address of Witness

B. C. GARDNER

Signature of Transferor
C. B. GARDNER.

Signed in my presence by the Transferee who is personally known to me.

Signature of Witness

NIGEL WATTS

Name of Witness (BLOCK LETTERS)

71 BALMORAL ST. WAITARA

Address of Witness

Signature of Transferee

INSTRUCTIONS FOR FILLING OUT THIS FORM ARE GIVEN ON THE BACK

CHECKED BY (Office use only)

INSTRUCTIONS FOR COMPLETION

NOTE: Registered mortgagees, lessees and chargees of the servient tenement should consent to the grant of easement; otherwise, the mortgage, lease or charge should be noted as a prior encumbrance (see note 4(G) below).

1. The Transfer must be completed clearly and legibly in permanent, dense, black or dark blue non-copying ink. If using a dot-matrix printer the print must be letter-quality.
2. Do not use an eraser or correction fluid to make alterations. Rule through rejected material and initial each alteration in the left-hand margin.
3. If the space provided at any point is insufficient, you may annex additional sheets. These must be the same size as the form. Paper quality, colour, etc, must conform to the requirements set out in Land Titles Office Information Bulletin No. 19. The first and last pages of any annexure must be signed by the parties and any attesting witness.
4. The following instructions relate to the marginal letters on the form:

(A) LAND

Show the current Reference to Title for both the dominant and servient tenements, for example, "1/723456" or "Volume 12345 Folio 111". If there are more than 20, show none in this panel. Place ALL of them on an annexure (see 3 above) with 20 references per sheet.

(B) LODGED BY

This section is to be completed by the person or firm lodging the dealing at the Land Titles Office.

LTO Box If the person or firm lodging has a Land Titles Office delivery box, show the number here; if not, leave this panel blank.

Name, Address or DX and Telephone Show the name, full address and daytime telephone number.

Reference (max. 15 characters) This is optional. Any blank spaces, slashes, dots, etc, will be counted as characters.

(C) TRANSFEROR

Show the full name of the Transferor.

(D) CONSIDERATION

Show the consideration here.

(E) TRANSFERS/GRANTS

State the nature of the easement (note section 181A of the Conveyancing Act 1919) and accurately describe the site of the easement. The transfer and grant must comply with section 88 of the Conveyancing Act 1919.

(F) TRANSFEE

Show the full name of the Transferee.

(G) ENCUMBRANCES

Show the dealing number only of any mortgage, lease, charge or writ which affects the servient tenement (see Note above).

(H) EXECUTION

The Transfer must be executed by or on behalf of all parties to the Transfer.

By a Party Personally The Transfer must be executed in the presence of an adult witness who is not a party to the dealing and who knows the party executing personally. The witness should complete the appropriate section of the form.

By an Attorney The Power of Attorney must be registered in the General Register of Deeds at the Land Titles Office and the registration number must be quoted when executing the dealing. The execution should take the form, "AB by her attorney XY [full name] pursuant to Power of Attorney Book 1234 Number 567".

Under Authority If executing the Transfer under a statutory, judicial or other authority, except a Power of Attorney (see above), the nature of the authority must be disclosed.

By a Corporation under Seal The execution should either include a statement that the seal has been properly affixed, for example "...pursuant to a resolution of the board of directors ...", or all those attesting the affixing of the seal must state their position in the corporation.

By a Solicitor on behalf of the Transferee The solicitor must state that the Transfer has been thus executed and must print or type her/his full name. The signature need not be witnessed.

The completed dealing must be presented to the Office of State Revenue, STAMP DUTIES DIVISION, for assessment or marking then lodged by hand at the Land Titles Office, Queen's Square, Sydney (adjacent to the Hyde Park Barracks) and must be accompanied by the Certificate of Title for the servient tenement. Lodgment of the Certificate of Title for the dominant tenement is optional.

If you have any questions about filling out this form, please call (02)228-6666 and ask for Customer Services Branch.

THIS IS ANNEXURE "A" REFERRED TO IN TRANSFER GRANTING
EASEMENT BETWEEN BRIAN CHARLES GARDNER and CAROL BEVERLEY
GARDNER and CATHERINE ANNE CORONL

38
A

ANNEXURE "A"

U

491240

MERELYN ROAD

LOT 35

38775

LOT 34

1830

14270

29760

42570

LOT 32

12810

LOT 33

25300



PLAN 1 : 250

● Denotes 1000mm wide Drainage Easement.

R. Gardner

⊗ *B. Gardner* x *C. Corone*

Drawn: *Kadnot*

Date: 30.5.94

LODGE WITH DEALER

Use this side only for First and Second Schedule directions
DO NOT USE BOTH SIDES OF THE FORM

V491240

[illegible][illegible]



Date Printed: 28 June 2012

Certificate Number: PLC2012/2427

Applicant Reference:

Receipt Number: 100164360

Hamer And Hamer Gordon Solicitors
PO Box 29
Gordon NSW 1072

Property Address: 4 Merelyn Road BELROSE NSW 2085

Legal Description: Lot 34 DP 31077

Property ID: 123217

1. Names of relevant planning instruments and DCPs.
 - 1.1 The name of each environmental planning instrument that applies to the carrying out of development on the land.

Warringah Local Environmental Plan 2011
See Attachment "A" for all other environmental planning instruments that apply to the carrying out of development on the land
 - 1.2 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 Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

Draft State Environmental Planning Policy (Competition) 2010
 - 1.3 The name of each development control plan that applies to the carrying out of development on the land.

Warringah Development Control Plan
 - 1.4 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
 - 2.1 Zoning and land use under Warringah Local Environmental Plan 2011

(a) The Land is identified by Warringah Local Environmental Plan 2011 as being within the following zone:-
LEP - Land zoned R2 Low Density Residential

(b) The purposes for which Warringah Local Environmental Plan 2011 provides that development may be carried out within the zone without the need for development consent.
Refer to extract of Warringah Local Environmental Plan 2011 (attached)

(c) The purposes for which Warringah Local Environmental Plan 2011 provides that development may not be carried out within the zone except with development consent.
Refer to extract of Warringah Local Environmental Plan 2011 (attached)

(d) The purposes for which Warringah Local Environmental Plan 2011 provides that development is prohibited within the zone.
Refer to extract of Warringah Local Environmental Plan 2011 (attached)

(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.

Reference should be made to the registers of critical habitat kept by the National Parks and Wildlife Service under the Threatened Species Conservation Act 1995 and the Department of Fisheries under the Fisheries Management Act 1994.

(g) Whether the land is in a conservation area.

No

(h) Whether an item of environmental heritage is situated on the land

No

2.2 Draft Local Environmental Plan – if any

Nil

3. 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 (c) and (d) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

(a) May Complying Development under the General Housing Code be carried out on the land?

Yes

(b) May Complying Development under the Rural Housing Code be carried out on the land?

Yes

(c) May Complying Development under the Housing Alterations Code be carried out on the land?

Yes

(d) May Complying Development under the General Development Code be carried out on the land?

Yes

(e) May Complying Development under the General Commercial and Industrial Code be carried out on the land?

Yes

(f) May Complying Development under the Subdivision Code be carried out on the land?

Yes

(g) May Complying Development under the Demolition Code be carried out on the land?

Yes

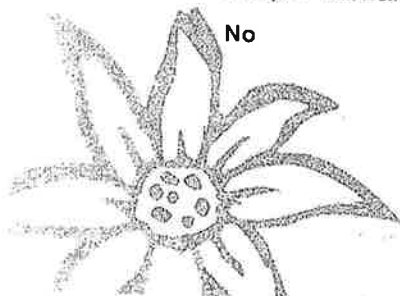
4. Whether or not the land is affected by the operation of section 38 or 39 of the Coastal Protection Act 1979, but only to the extent that the Council has been so notified by the Department of Public Works.

No. Council has not received any notification that the land is affected by the operation of Sections 38 or 39 of the Coastal Protection Act 1979.

4A. Information relating to beaches and coasts

(1) Whether an order has been made under Part 4D of the Coastal Protection Act 1979 in relation to emergency coastal protection works (within the meaning of that Act) on the land (Or on public land adjacent to that land), except if Council is satisfied that such an order has been fully complied with.

No





**Section 149 (2) Environmental Planning and
Assessment Act, 1979 (As Amended)**

(2) (a) Whether Council has been notified under section 55X of the Coastal Protection Act 1979 that emergency coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land).

No

(2) (b) if works have been so placed – whether Council is satisfied that the works have been removed and the land restored in accordance with that Act.

No

(3) such information (if any) as is required by the regulations under section 56B of the Coastal Protection Act 1979 to be included in the planning certificate and of which the council has been notified pursuant to those regulations.

Not Applicable

4B. Annual Charges for coastal protection services under Local Government Act 1993

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).

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.

No

5. Whether or not the land is proclaimed to be a mine subsidence district within the meaning of Section 15 of the Mines Subsidence Compensation Act 1961

No

6. Whether or not the land is affected by any road widening or road realignment under:-

(a) Division 2 of Part 3 of the Roads Act 1993.

No

(b) any environmental planning instrument

No

(c) any resolution of Council.

No

7. Whether or not the land is affected by a policy 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):-

(a) as adopted by Council

No

(b) as 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 a planning certificate issued by the Council.

No

7A. Flood related development controls information

(a) 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

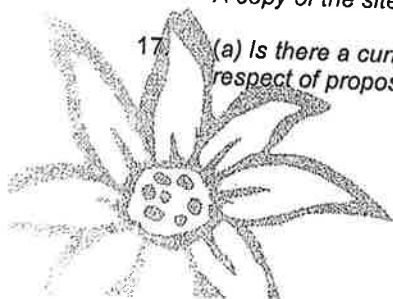
(b) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

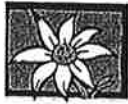
No



(c) Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

8. 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 27 of the Act.
No
9. The name of each contributions plan applying to the land
Warringah Section 94A Development Contributions Plan 2011 (adopted 28 June 2011 effective 1 July 2011). Please contact Council's Planning and Assessment Counter for more information.
- 9A. Is this land biodiversity certified land (within the meaning of Part 7AA of the Threatened Species Conservation Act 1995)?
No
10. Whether the land is land to which a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 relates (but only if council has been notified of the existence of the agreement by the Director-General of the Department of Environment and Climate Change and Water)?
No
11. Bush Fire Prone Land
No
12. Is the land subject to a property vegetation plan made under the Native Vegetation Act 2003?
No
13. Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if the Council has been notified of the order).
No
14. Is there 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 a project or a stage of a project on the land under Part 4 of the Act does not have effect?
No
15. (a) Is there a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land?
No
For what period is the certificate current?
not applicable
A copy of the site compatibility certificate may be obtained from the head office of the Department of Planning.
(b) Are there any terms of a kind referred to in clause 18(2) of the State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?
No
16. Is there a valid site compatibility certificate (infrastructure), of which the council is aware, in respect of proposed development on the land?
No
For what period is the certificate current?
not applicable
A copy of the site compatibility certificate may be obtained from the head office of the Department of Planning.
17. (a) Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land?





No

For what period is the certificate current?

Not Applicable

A copy of the site compatibility certificate may be obtained from the head office of the Department of Planning.

(b) Are there any 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?

No

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

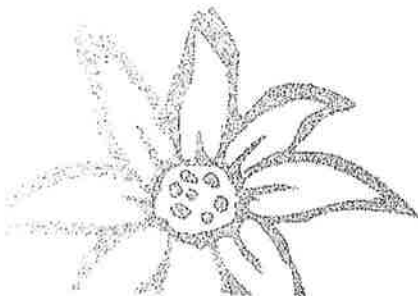
(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,

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

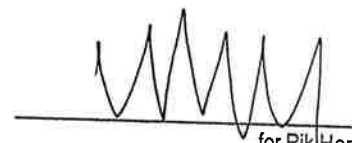
Council records do not have sufficient information about the uses (including previous uses) of the land which is the subject of this Section 149 Certificate. To confirm that the land hasn't been used for a purpose which would be likely to have contaminated the land, parties should make their own enquiries as to whether the land may be contaminated.

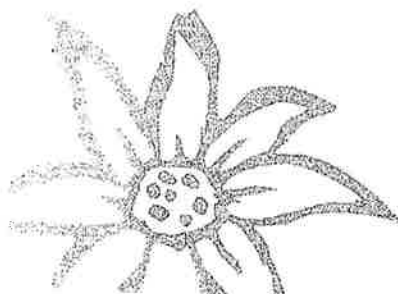




Disclaimer

The Environmental Planning and Assessment Amendment Act 1997 commenced operation on the 1 July 1998. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Amendment) Regulation 1998, Environmental Planning and Assessment (Further Amendment) Regulation 1998 and Environmental Planning and Assessment (Savings and Transitional) Regulation 1998. The locality information in this certificate is based on the Lot and Deposited Plan referred to in this certificate. If the Lot and Deposited Plan is not the current description of the land then this certificate could attribute to incorrect locality. Persons relying on the certificate should satisfy themselves by reference to the Title Deed that the land to which this certificate relates is identical to the land to which they seek to know the locality.


for Rik Hart
GENERAL MANAGER
WARRINGAH COUNCIL





**ATTACHMENT 'A'
ATTACHMENT TO CERTIFICATE UNDER SECTION 149(2)
OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT**

Clause 1.1 of the Section 149(2) Certificate

SYDNEY REGIONAL ENVIRONMENTAL PLAN (Sydney Harbour Catchment) 2005 – Gazetted: 28.09.2005

The plan aims to establish a balance between promoting a prosperous working harbour, maintaining a healthy and sustainable waterway environment and promoting recreational access to the foreshore and waterways. It establishes planning principles and controls for the catchment as a whole.

STATE ENVIRONMENTAL PLANNING POLICY NO. 30 – Intensive Agriculture – Gazetted 08.12.1989. Amended 20.08.1993, 24.02.1995, 11.06.1999 and 04.08.2000

The SEPP introduces consistency in the control of cattle feed lots and piggeries throughout the State by ensuring development consent is required for all cattle feed lots and specifying the information to accompany such applications and the range of matters the consent authority must consider before granting consent.

STATE ENVIRONMENTAL PLANNING POLICY NO.32 –Urban Consolidation (Redevelopment of Urban Land) – Gazetted 15.11.1991

States the Government's intention to ensure that urban consolidation objectives are met in all urban areas throughout the State. The policy:

- Focuses on the redevelopment of urban land that is no longer required for the purposes it is currently zoned or used.
- Encourages local Councils to pursue their own urban consolidation strategies to help implement the aims and objectives of the policy.

Councils will continue to be responsible for the majority of rezoning. The policy sets out guidelines for the Minister to follow when considering whether to initiate a regional environmental plan (REP) to make particular sites available for consolidated urban development. Where a site is rezoned by an REP, the Minister will be the consent authority.

STATE ENVIRONMENTAL PLANNING POLICY NO.50 – Canal Estates – Gazetted 10.11.1997

Bans new canal estates from the date of gazettal, to ensure coastal and aquatic environments are not affected by these developments.

STATE ENVIRONMENTAL PLANNING POLICY NO. 55 – Remediation of Land - Gazetted 28.08.1998

Aims to promote the remediation of contaminated land for the purpose of reducing the risk of harm to human health or any other aspect of the environment. The policy applies to the whole state, to ensure that remediation is permissible development and is always carried out to a high standard. It specifies when consent is required for remediation and lists considerations that are relevant when rezoning land and determining development applications.

STATE ENVIRONMENTAL PLANNING POLICY NO. 62 – Sustainable Aquaculture -Gazetted: 01.10.2000.

The plan aims to encourage sustainable aquaculture throughout New South Wales by:

- Making aquaculture permissible under certain zones under the Standard Instrument,
- Setting minimum performance criteria for aquaculture development, and
- Establishing a graduated environmental assessment regime for aquaculture development.

STATE ENVIRONMENTAL PLANNING POLICY NO. 64 – ADVERTISING AND SIGNAGE - Gazetted 16.03.2001

Aims to ensure that outdoor advertising is compatible with the desired amenity and visual character of an area, provides effective communication in suitable locations and is of high quality design and finish. The SEPP was amended in August 2007 to permit and regulate outdoor advertising in transport corridors (e.g. freeways, tollways and rail corridors). The amended SEPP also aims to ensure that public benefits may be derived from advertising along and adjacent to transport corridors. Transport Corridor Outdoor Advertising and Signage Guidelines (DOP July 2007) provides information on design criteria, road safety and public benefit requirements for SEPP 64 development applications.

STATE ENVIRONMENTAL PLANNING POLICY NO. 65 – Design Quality of Residential Flat Development - Gazetted 26.07.2002. Aims to improve the design quality of residential flat development in New South Wales.

STATE ENVIRONMENTAL PLANNING POLICY NO. 71 - Coastal Protection - Gazetted 01.11.2002 (and in force in Warringah from 18.11.2005) Aims to protect and manage the natural, cultural, recreational and economic attributes of the New South Wales coast. The policy identifies sensitive coastal locations and sets down additional planning criteria to be considered in these areas.

STATE ENVIRONMENTAL PLANNING POLICY (Housing for Seniors or People with a Disability) 2004 - Gazetted 31.03.2004; Repealed by SEPP (Seniors Living) Housing for Seniors or People with a Disability) 2004 and effective 12.10.07.



Section 149 (2) Environmental Planning and Assessment Act, 1979 (As Amended)

Aims to encourage the provision of housing (including residential care facilities) that will:

- (a) Increase the supply and diversity of residences that meet the needs of seniors or people with a disability, and
- (b) Make efficient use of existing infrastructure and services, and
- (c) Be of good design.

STATE ENVIRONMENTAL PLANNING POLICY (Building Sustainability Index: BASIX) 2004 - Gazetted 25.06.2004. The aim of the policy is to encourage sustainable residential development (*the BASIX scheme*), specifically to achieve a reduction in the consumption of water and reduction in energy use leading to less green house gas emissions.

STATE ENVIRONMENTAL PLANNING POLICY (Sydney Metropolitan Water Supply) 2004 - Gazetted 24.12.2004. The aims of the policy are to facilitate development for water supply infrastructure to enable deep water extraction from dams, and to facilitate investigation into the availability of groundwater to augment water supply to the Sydney metropolitan area (including the carrying out of exploratory drilling).

STATE ENVIRONMENTAL PLANNING POLICY (Temporary Structures and Places of Public Entertainment) 2007 - Gazetted 28.09.2007, effective 26.10.07. Provides for the erection of temporary structures and the use of places of public entertainment while protecting public safety and local amenity. The SEPP supports the transfer of the regulation of places of public entertainment and temporary structures (such as tents, marquees and booths) from the Local Government Act 1993 to the Environmental Planning and Assessment Act 1979.

Aims to ensure the provision of safety measures for uses of temporary structures or POPE, to encourage the protection of the environment at these locations, and to specify circumstances under which these structures and uses can be considered exempt or complying development. Also aims to promote job creation and increase access for places of public entertainment.

STATE ENVIRONMENTAL PLANNING POLICY (MAJOR PROJECTS) 2005

Gazetted: 01.08.05. Formerly known as State Environmental Planning Policy (State Significant Development) 2005. Defines certain developments that are major projects under Part 3A of the Environmental Planning and Assessment Act 1979 and determined by the Minister for Planning. The SEPP also lists State significant sites. The policy repeals SEPP 34 and SEPP 38, as well as provisions in numerous other planning instruments, declarations and directions.

STATE ENVIRONMENTAL PLANNING POLICY (Sydney Region Growth Centres) 2006

Gazetted: 28.07.06. Abstract: Provides for the coordinated release of land for residential, employment and other urban development in the North West and South West growth centres of the Sydney Region (in conjunction with Environmental Planning and Assessment Regulation relating to precinct planning).

STATE ENVIRONMENTAL PLANNING POLICY (INFRASTRUCTURE) 2007

Gazetted: 21 December 2007; Commenced: 1 January 2008. Facilitates the delivery of public infrastructure and provision of services across the State by providing a consistent planning regime for this purpose; greater flexibility of location of infrastructure and provisions for development, redevelopment and disposal of surplus government owned land.

STATE ENVIRONMENTAL PLANNING POLICY (REPEAL OF CONCURRENCE AND REFERRAL PROVISIONS) 2008

Gazetted: 12.12.2008; Commencement: 15.12.2008. The SEPP aims to improve efficiency in the planning system by removing duplicative or unnecessary requirements in environmental planning instruments (EPIs) to consult with State agencies (government departments) on planning decisions.

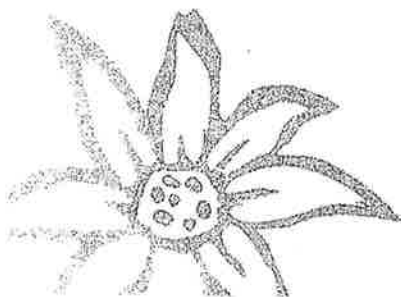
STATE ENVIRONMENTAL PLANNING POLICY (EXEMPT AND COMPLYING DEVELOPMENT CODES) 2008

Gazetted: 12.12.2008 – Commenced 27.02.2009

Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, types of complying development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

STATE ENVIRONMENTAL PLANNING POLICY (AFFORDABLE RENTAL HOUSING) 2009

Published: 31.07.2009; Commencement 31.07.2009. The policy aims to better encourage home owners, social housing providers and developers to invest and create new affordable rental housing to meet the needs of our growing population and existing residents.





EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

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 ensure that low density residential environments are characterised by landscaped settings that are in harmony with the natural environment of Warringah.

2 Permitted without consent

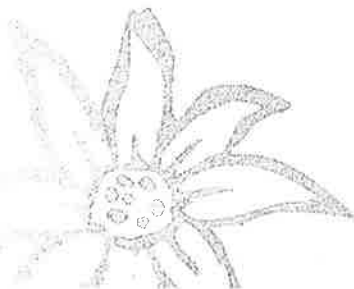
Home-based child care; Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Child care centres; Community facilities; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Group homes; Health consulting rooms; Home businesses; Hospitals; Places of public worship; Recreation areas; Respite day care centres; Roads; Veterinary hospitals

4 Prohibited

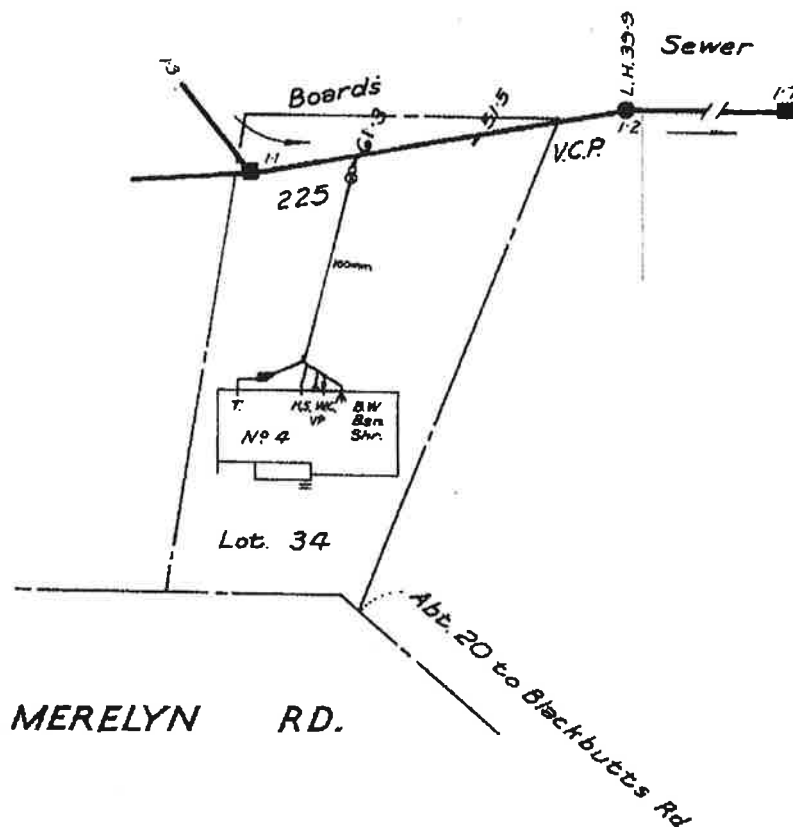
Any development not specified in item 2 or 3



No. 555402

- SEWER AVAILABLE**

S. P. N. S.



DRAINAGE			BRANCH OFFICE	PLUMBING		
.....W.C.	Supervised by	Date	Date...../...../..... Outfall..... <i>NS</i> Drainer..... Plumber..... Boundary Trap is not required	Supervised by	Date	
.....Bth.	Inspector	/...../.....		/...../.....	Inspector	/...../.....
.....Shr.						
.....Bsn.						
.....K.S.	Examined by					
.....T.	Chief Inspector	/...../.....		648-552 1387 307		
.....Plg.						
Dge. Int.						
Dge. Ext.	Tracing Checked.....	/...../.....				

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

Survey Report



MEMBER
THE INSTITUTION OF SURVEYORS, AUSTRALIA
THE ASSOCIATION OF CONSULTING SURVEYORS
N.S.W.

Property } FRENCHS FOREST
Situate at }

Lot 34 Merelyn Road

Date 18 July 1997

Hamer & Hamer
Solicitors

Re: Brian & Carol Gardner

PROUST & GARDNER

PROUST & GARDNER

Consulting Surveyors
Town Planning Consultants

B. W. GARDNER, M.I.S. (AUST. DIP. T.C.P. (SYD))

P. W. GARDNER, B. SURV. M.I.S. (AUST.) M.T.C.P. (SYD)

R. I. HORTON, M.I.S. (AUST.)

CONSULTING ROOMS
406 PACIFIC HIGHWAY
LINDFIELD

POSTAL ADDRESS
BOX 132, LINDFIELD, 2070
TELEPHONE: 416 1335
FAX: 416 3845

SURVEY REPORT

Reference.....19453

Client.....B & C Gardner

We have surveyed the land shown by red edging on the sketch herewith being Lot 34 on Deposited Plan No. 31077 having a frontage of 16.095 metres to Merelyn Road at Frenchs Forest in the Local Government Area of Warringah.

ERECTED THEREON is a Brick Cottage which stands wholly on the land in question and does not encroach upon any adjoining property or street.

The property is identified as No.4 Merelyn Road.

The said Cottage complies with the requirements of the Local Government (Approvals) Regulation 1993 as regards distance of walls to boundaries and clearance of overhang.

The land is held in Title subject to an Easement to drain water contained in Transfer No.U491240 as shown on the sketch.

The fences mostly enclosing the subject land stand on or about the boundaries as shown on the sketch.

Other than minor irregularities in the position of fencing there are no visible encroachments of note by or upon the subject property.

This report and relevant detail shown on the sketch herewith is for identification and/or building certificate purposes. Any improvements to be erected on or near the boundaries will require further survey.

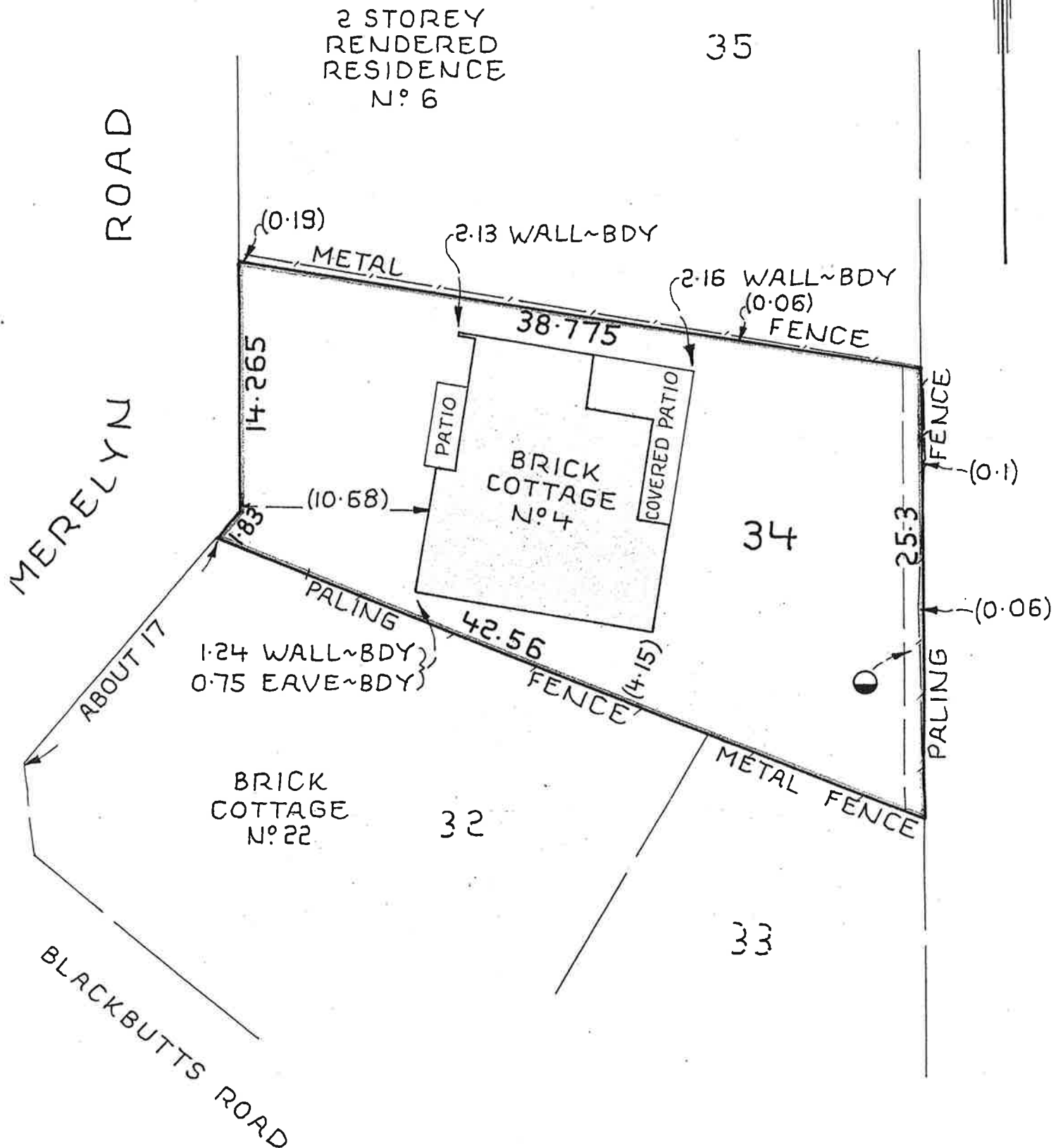
18 July 1997

Per



Registered Surveyor

PLAN
LOT 34 ~ D.P. 31077
RATIO 1:300



○ ~ EASEMENT TO DRAIN WATER 1 WIDE