

# Contract for the sale and purchase of land 2022 edition

|                               |                                                                                                              |                                                                                             |
|-------------------------------|--------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| <b>TERM</b><br>vendor's agent | <b>MEANING OF TERM</b><br>Skyline Real Estate<br><br>Unit 3, 14 Frenchs Forest Road FRENCHS FOREST, NSW 2086 | <b>NSW DAN:</b><br><b>phone:</b> 9452 3444<br><b>email:</b> stuart@skylinerealestate.com.au |
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**co-agent**

**vendor** Janice Patricia Pieper  
61 Trentbridge Road, BELROSE, NSW 2085

|                           |                                                                     |                                                                                           |
|---------------------------|---------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| <b>vendor's solicitor</b> | Hamer & Hamer Balgowlah<br>Suite 4 383 Sydney Rd BALGOWLAH NSW 2093 | <b>phone:</b> 02 9949 4022<br><b>email:</b> michelle@hamerlaw.com.au<br><b>ref:</b> 13053 |
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|                                                                                       |                                                                                                                                   |             |
|---------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|-------------|
| <b>date for completion</b><br><b>land (address, plan details and title reference)</b> | 28 days after the contract date<br>61 TRENTBRIDGE RD BELROSE NSW 2085<br>Lot 2 DEPOSITED PLAN 240258<br>Folio Identifier 2/240258 | (clause 15) |
|---------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|-------------|

|                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>improvements</b> | <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies<br><input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space<br><input type="checkbox"/> none <input checked="" type="checkbox"/> other: above ground pool and pool filter box |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**attached copies**     documents in the List of Documents as marked or as numbered:  
 other documents: refer to additional condition 48

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

|                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>inclusions</b> | <input checked="" type="checkbox"/> air conditioning <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood<br><input checked="" type="checkbox"/> blinds <input type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels<br><input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove<br><input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input checked="" type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna<br><input checked="" type="checkbox"/> other: smoke alarms, solar panels for the pool only, open fireplace, some pot plants, wardrobe in garage |
|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**exclusions**    BBQ and outdoor furniture

**purchaser**

**purchaser's solicitor**

**price deposit balance**    \_\_\_\_\_    (10% of the price, unless otherwise stated)

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

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

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

**buyer's agent**

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

## SIGNING PAGE

| VENDOR                                                                                                                                                                                                                                                                                                                                                                                                                 | PURCHASER                                                                                                                                                                                                                                                                                                                                                                                                              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Signed by</b></p><br><br><p>Janice Patricia Pieper</p> <p>_____</p> <p>Vendor</p><br><br><p>_____</p> <p>Vendor</p>                                                                                                                                                                                                                                                                                              | <p><b>Signed by</b></p><br><br><p>_____</p> <p>Purchaser</p><br><br><p>_____</p> <p>Purchaser</p>                                                                                                                                                                                                                                                                                                                      |
| VENDOR (COMPANY)                                                                                                                                                                                                                                                                                                                                                                                                       | PURCHASER (COMPANY)                                                                                                                                                                                                                                                                                                                                                                                                    |
| <p><b>Signed by</b><br/>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p><br><br><p>_____      _____</p> <p>Signature of authorised person      Signature of authorised person</p><br><p>_____      _____</p> <p>Name of authorised person      Name of authorised person</p><br><p>_____      _____</p> <p>Office held      Office held</p> | <p><b>Signed by</b><br/>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p><br><br><p>_____      _____</p> <p>Signature of authorised person      Signature of authorised person</p><br><p>_____      _____</p> <p>Name of authorised person      Name of authorised person</p><br><p>_____      _____</p> <p>Office held      Office held</p> |

### Choices

- Vendor agrees to accept a **deposit-bond**  NO  yes
- Nominated *Electronic Lodgment Network (ELN)*** (clause 4) Pexa
- 
- Manual transaction** (clause 30)  NO  yes  
(if yes, vendor must provide further details, including any applicable exemption, in the space below):

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

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

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

## List of Documents

| General                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Strata or community title (clause 23 of the contract)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> 1 property certificate for the land<br><input checked="" type="checkbox"/> 2 plan of the land<br><input type="checkbox"/> 3 unregistered plan of the land<br><input type="checkbox"/> 4 plan of land to be subdivided<br><input type="checkbox"/> 5 document that is to be lodged with a relevant plan<br><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979<br><input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)<br><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)<br><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)<br><input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract<br><input type="checkbox"/> 11 <i>planning agreement</i><br><input type="checkbox"/> 12 section 88G certificate (positive covenant)<br><input type="checkbox"/> 13 survey report<br><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i><br><input type="checkbox"/> 15 occupation certificate<br><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)<br><input type="checkbox"/> 17 other document relevant to tenancies<br><input type="checkbox"/> 18 licence benefiting the land<br><input type="checkbox"/> 19 old system document<br><input type="checkbox"/> 20 Crown purchase statement of account<br><input type="checkbox"/> 21 building management statement<br><input checked="" type="checkbox"/> 22 form of requisitions<br><input checked="" type="checkbox"/> 23 <i>clearance certificate</i><br><input checked="" type="checkbox"/> 24 land tax certificate | <input type="checkbox"/> 33 property certificate for strata common property<br><input type="checkbox"/> 34 plan creating strata common property<br><input type="checkbox"/> 35 strata by-laws<br><input type="checkbox"/> 36 strata development contract or statement<br><input type="checkbox"/> 37 strata management statement<br><input type="checkbox"/> 38 strata renewal proposal<br><input type="checkbox"/> 39 strata renewal plan<br><input type="checkbox"/> 40 leasehold strata - lease of lot and common property<br><input type="checkbox"/> 41 property certificate for neighbourhood property<br><input type="checkbox"/> 42 plan creating neighbourhood property<br><input type="checkbox"/> 43 neighbourhood development contract<br><input type="checkbox"/> 44 neighbourhood management statement<br><input type="checkbox"/> 45 property certificate for precinct property<br><input type="checkbox"/> 46 plan creating precinct property<br><input type="checkbox"/> 47 precinct development contract<br><input type="checkbox"/> 48 precinct management statement<br><input type="checkbox"/> 49 property certificate for community property<br><input type="checkbox"/> 50 plan creating community property<br><input type="checkbox"/> 51 community development contract<br><input type="checkbox"/> 52 community management statement<br><input type="checkbox"/> 53 document disclosing a change of by-laws<br><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement<br><input type="checkbox"/> 55 document disclosing a change in boundaries<br><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015<br><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021<br><input type="checkbox"/> 58 disclosure statement - off the plan contract<br><input type="checkbox"/> 59 other document relevant to the off the plan contract<br><b>Other</b><br><input type="checkbox"/> 60 |
| <b>Home Building Act 1989</b><br><input type="checkbox"/> 25 insurance certificate<br><input type="checkbox"/> 26 brochure or warning<br><input type="checkbox"/> 27 evidence of alternative indemnity cover<br><b>Swimming Pools Act 1992</b><br><input type="checkbox"/> 28 certificate of compliance<br><input checked="" type="checkbox"/> 29 evidence of registration<br><input type="checkbox"/> 30 relevant occupation certificate<br><input checked="" type="checkbox"/> 31 certificate of non-compliance<br><input checked="" type="checkbox"/> 32 detailed reasons of non-compliance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

- 1 This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2 **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
  - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
  - (b) in any other case—the fifth business day after the day on which the contract was made.
- 3 There is **NO COOLING OFF PERIOD**—
  - (a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or
  - (b) if the property is sold by public auction, or
  - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
  - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under the Act, section 66ZG.
- 4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

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

If you think that any of these matters affects the property, tell your solicitor.
2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**
4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**
5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**
6. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.**
7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**
8. **The purchaser should arrange insurance as appropriate.**
9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**
10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**
11. **Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**
12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.**

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

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

|                               |                                                                                                                                                                                                                                                                                         |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1                           | 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>adjustment figures</i>     | details of the adjustments to be made to the price under clause 14;                                                                                                                                                                                                                     |
| <i>authorised Subscriber</i>  | a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;                                                                                                                    |
| <i>bank</i>                   | the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;                                                                                                                                                        |
| <i>business day</i>           | any day except a bank or public holiday throughout NSW or a Saturday or Sunday;                                                                                                                                                                                                         |
| <i>cheque</i>                 | a cheque that is not postdated or stale;                                                                                                                                                                                                                                                |
| <i>clearance certificate</i>  | a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;                                                                                             |
| <i>completion time</i>        | the time of day at which completion is to occur;                                                                                                                                                                                                                                        |
| <i>conveyancing rules</i>     | the rules made under s12E of the Real Property Act 1900;                                                                                                                                                                                                                                |
| <i>deposit-bond</i>           | a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>                                                                         |
| <i>depositholder</i>          | vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);                                                                                                    |
| <i>discharging mortgagee</i>  | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>document of title</i>      | document relevant to the title or the passing of title;                                                                                                                                                                                                                                 |
| <i>ECNL</i>                   | the Electronic Conveyancing National Law (NSW);                                                                                                                                                                                                                                         |
| <i>electronic document</i>    | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;                                                                                                                                                 |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;                                                           |
| <i>electronic transfer</i>    | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;                                                |
| <i>FRCGW percentage</i>       | the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);                                                                                                                                                                                 |
| <i>FRCGW remittance</i>       | a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;                         |
| <i>GST Act</i>                | A New Tax System (Goods and Services Tax) Act 1999;                                                                                                                                                                                                                                     |
| <i>GST rate</i>               | the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);                                                                                                                                                            |
| <i>GSTRW payment</i>          | a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );                                                                                                                                              |
| <i>GSTRW rate</i>             | the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);                                                                                              |
| <i>incoming mortgagee</i>     | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;                                                                                                                      |
| <i>legislation</i>            | an Act or a by-law, ordinance, regulation or rule made under an Act;                                                                                                                                                                                                                    |
| <i>manual transaction</i>     | a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;                                                                                                                            |
| <i>normally</i>               | subject to any other provision of this contract;                                                                                                                                                                                                                                        |
| <i>participation rules</i>    | the participation rules as determined by the <i>ECNL</i> ;                                                                                                                                                                                                                              |
| <i>party</i>                  | each of the vendor and the purchaser;                                                                                                                                                                                                                                                   |
| <i>property</i>               | the land, the improvements, all fixtures and the inclusions, but not the exclusions;                                                                                                                                                                                                    |
| <i>planning agreement</i>     | a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;                                                                                                                          |
| <i>populate</i>               | to complete data fields in the <i>Electronic Workspace</i> ;                                                                                                                                                                                                                            |

|                          |                                                                                                                                                                                                                                                                                                         |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>requisition</i>       | an objection, question or requisition (but the term does not include a claim);                                                                                                                                                                                                                          |
| <i>rescind</i>           | rescind this contract from the beginning;                                                                                                                                                                                                                                                               |
| <i>serve</i>             | serve in writing on the other <i>party</i> ;                                                                                                                                                                                                                                                            |
| <i>settlement cheque</i> | an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>               |
| <i>solicitor</i>         | in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;                                                                                                                                          |
| <i>TA Act</i>            | Taxation Administration Act 1953;                                                                                                                                                                                                                                                                       |
| <i>terminate</i>         | terminate this contract for breach;                                                                                                                                                                                                                                                                     |
| <i>title data</i>        | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;                                                                                                                                                                         |
| <i>variation</i>         | a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;                                                                                                                                                                                                                                     |
| <i>within</i>            | in relation to a period, at any time before or during the period; and                                                                                                                                                                                                                                   |
| <i>work order</i>        | a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018). |

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

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

## 3 Deposit-bond

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

- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party* *serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

## 5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within 21 days* after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within 21 days* after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within a reasonable time*.

## 6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

## 7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within 14 days* after that *service*.

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

## 9 Purchaser's default

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

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
  - 9.2.1 for 12 months after the *termination*; or
  - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
  - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
    - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
    - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
  - 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

## 12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
  - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
  - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

**13 Goods and services tax (GST)**

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

## 14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

## 15 Date for completion

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

## 16 Completion

### • Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

### • Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

## 17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
  - 18.2.2 make any change or structural alteration or addition to the *property*; or
  - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
  - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
  - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

**19 Rescission of contract**

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
  - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
  - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
  - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
  - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
  - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
  - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
  - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
  - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
  - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

### 30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

**32 Residential off the plan contract**

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
  - 32.3.2 the claim for compensation is not a claim under this contract.

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## ADDITIONAL CONDITIONS ANNEXED TO CONTRACT FOR SALE AND PURCHASE OF LAND

**In the event of a discrepancy between these additional conditions and the printed conditions of the contract then the provisions of the additional conditions shall prevail.**

### **33. Amendments to Provisions**

33.1 Clause 3.2 add the following words at the end of the clause: "If this contract is subject to a cooling off period the purchaser must provide the original *deposit bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) before the expiration of the cooling off period and this time is essential."

33.2 Clause 2.4.3 is amended by deleting the words "if requested by the vendor or the *depositholder*, providing evidence of that transfer" and inserting instead, the following: "must provide written evidence of that transfer from the financial institution to the *depositholder*";

33.2.1 Clause 14.2.1 is amended by deleting "2 business days" and inserting "5 business days" instead;

33.2.2 Clause 16.6 – add the following at the end of the clause: "Clause 16.6 is an essential term of the contract".

33.3 Clause 18;

33.3.1 Clause 18.4 add the following words after the word "*property*":  
"and/or injury to person";

33.3.2 Add the following wording as Clause 18.8:

"18.8 Prior to access being provided to the purchaser, the purchaser will provide a certificate of currency of insurance from a reputable insurer for the property with the following minimum requirements for the approval of the vendor;

18.8.1 If the property is torrens title, insurance of the improvements on the land and public liability insurance with a minimum coverage of \$20 million;

18.8.2 If the property is within a strata scheme public liability insurance with a minimum coverage of \$20 million."

The vendor is not required to allow possession of the property to the purchaser until the requirements set out above are complied with by the purchaser."

33.4 Add the following wording as Clause 18.9:

"18.9 The parties agree that possession of the property is only provided to the purchaser by way of a licence and not by way of a lease."

33.5 Clause 23.5.2 – delete the words "but is disclosed in this contract";

33.6 Clause 23.6 is amended as follows:

33.6.1 Delete the words "and is not disclosed in this contract";

33.6.2 Clause 23.6.1 delete and replace with the following:

"23.6.1 The vendor is liable for any contributions payable before the date for completion."

33.6.3 Clause 23.6.2 delete and replace with the following:

“23.6.2 The purchaser is liable for all instalments which are payable after the date for completion and the purchaser is liable for all contributions determined after the contract date.”

33.7 Clause 25 of the standard contract provisions is deleted in its entirety.

33.8 Clause 23.15 of the standard contract provisions is deleted in its entirety.

**34. Death, loss of legal capacity, liquidation etc.**

34.1 Without in any way negating, limiting or restricting any rights or remedies which would have been available to the parties at law or in equity had this condition not been included in this Contract, should either party (or any one of them if there be more than one Vendor or Purchaser) prior to completion:

34.1.1 die or lose legal capacity, then in any such event the other party may rescind this Contract by notice in writing to the other party upon the terms of Clause 19; or

34.1.2 being a company resolve to go into liquidation or have a petition for the winding up of either party presented or enter into any scheme of arrangement with its creditors or if any liquidator, receiver or administrator be appointed in respect of that party, in which event that party will be deemed to be in default of this Contract and if the purchaser is in default the provisions of Clause 9 shall apply.

**35. Removal of registered dealings**

35.1 On completion the purchaser will accept a withdrawal of any caveat, a discharge of any mortgage or encumbrance, a surrender of any lease not shown in the computer folio certificate or manual folio of the register and a withdrawal of any writ of execution, in registrable form as may relate to the title of the property, together with an allowance of registration fees, and the purchaser shall not be entitled to require registration prior to the completion date.

**36. Purchaser's acknowledgements**

36.1 The expression "the property" where used in sub-clauses 36.2 and 36.3 of this clause shall include all buildings, structures, and other improvements on or under the land to be transferred pursuant to this contract together with the furnishings and chattels stipulated in the term "inclusions" on the front page.

36.2 The purchaser acknowledges that prior to signing this contract the purchaser has made investigations and enquiries in relation to the property and that the purchaser has not relied upon any warranty or statement 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.

36.3 The vendor does not warrant that any of the items noted as inclusions on the front page are in working order at the date of this contract or will be in working order at the completion date. The purchaser has made their own investigations and inspections of the inclusions and the property and if applicable, the common property and purchases the property as a result of its own inspections and enquiries. The purchaser accepts the property and if applicable, any common property in its current condition and state of repair (including structural repair) and subject to all faults and defects, both latent and patent (if any) and all dilapidations and

infestations (if any) and shall not be entitled to make any objection, requisition or claim, attempt to delay completion terminate or rescind the contract in relation to the state of repair, condition or construction of the property, or any part thereof or if any inclusions are not in working order at the completion date require the vendor to repair or replace any inclusion.

36.4 The purchaser acknowledges that it is purchasing the property subject to the existing services or lack thereof and will rely on its own investigations and inspections in regard to any and all services, whether available or not.

**37. Introduction by vendor's agent**

37.1 The purchaser warrants to the vendor that it was introduced to the property solely by the real estate agent whose name appears as the vendor's agent in this contract and that to the knowledge of the purchaser no other agent was the effective cause of the sale as evidenced by this contract.

37.2 The purchaser agrees to indemnify and keep indemnified the vendor against any claim for commission by any agent, other than the vendor's agent named in this contract, arising out of a breach of the purchaser's warranty in special condition 37.1.

37.3 The vendor warrants that he has not entered into an exclusive agency agreement with any agent other than the agent shown on the front page of the contract.

37.4 This clause will not merge on completion.

**38. Notice to Complete**

38.1 Notwithstanding any other provision of this contract or any rule of law or equity to the contrary, the purchaser and vendor expressly agree that:-

38.1.1 Either party hereto may, after the hour of 4.00 pm on the completion date specified on the front page (or such other completion date agreed between the parties in writing), issue a Notice to Complete making time the essence of this contract;

38.1.2 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 in respect of the said period.

38.1.3 The purchaser will pay to the vendor on completion the cost of any valid Notice to Complete served on the purchaser assessed and agreed at the sum of \$385.00 (plus GST) and payment of that amount is an essential term of this contract.

**39. Purchaser's finance disclosure**

39.1 The purchaser confirms and warrants to the vendor that:

- (a) credit is not required for payment of the purchase price for the property; or
- (b) that the purchaser has at the date of this contract obtained approval for credit to finance the purchase price for the property on terms which are reasonable to the purchaser.

**40. Interest on unpaid purchase monies**

40.1 The purchaser covenants and agrees that if from any cause whatsoever not attributable to the default of the vendor, this contract shall not be completed by the completion date, the purchaser shall thereafter but without prejudice to any other right of the vendor as provided in this contract or otherwise, pay to the vendor interest on the balance of purchase price referred to in the terms of this contract at the rate of ten per cent (10%) per annum calculated on a daily basis for the period commencing on the due date for completion and continuing up to and including the date of actual completion.

40.2 All such interest will be in addition to any other monies payable under this contract.

40.3 Payment of interest shall be an essential term of the contract and in the event the total due and payable is not paid on settlement the purchaser shall be in default and the vendor will not be obliged to complete the contract of sale and may terminate the contract and the provisions of Clause 9 shall apply.

**41. Requisitions**

41.1 For the purposes of clauses 5.1 and 5.2, the requisitions or general queries about the property or the title must be in the form of 2018 Residential Property Requisitions on Title, a copy of which is attached hereto.

**42. Deposit Release**

42.1 The purchaser agrees to release to the vendor that part of the deposit which the vendor requires to pay as a deposit on the purchase of another property or for payment of stamp duty in relation to the purchase of that other property. The deposit will be paid to the Trust Account of a licensed real estate agent or solicitor and not further released, or in the case of payment of stamp duty, paid to Revenue NSW as the case may be.

**43. Deposit payment by instalments**

43.1 If a cooling off period applies to this contract, then the deposit referred to in the terms of the contract shall be paid as follows;

43.1.1 as to the sum of which is equivalent to 0.25% of the price on the making of this contract; and

43.1.2 as to the sum which is equivalent to the balance of the 10% deposit, on or before 5:00pm on the fifth business day after the day on which this contract was made by payment to the office of the vendor's agent (or if there is no agent to the vendor's solicitor).

43.2 If on the date hereof the purchaser, with the written agreement of the vendor has paid less than the ten per cent (10%) deposit, then the purchaser agrees that the deposit payable is ten per cent (10%) which will be paid as follows:-

43.2.1 Five per cent (5%) payable to the stakeholder on the date hereof; and

43.2.2 The balance of the ten per cent (10%) deposit payable to the vendor (or as directed by the vendor or his solicitor) either on completion or if the vendor becomes entitled to claim the deposit, then on the date that the vendor becomes entitled to claim the deposit.

PROVIDED FURTHER that the parties shall direct the Vendor's agent to invest the initial instalment of 5% of the purchase price with all interest earned in relation to the investment of such monies to be paid solely to the Vendor.

**44. Survey Report**

44.1 The purchaser acknowledges that:

44.1.1 the purchaser has inspected the survey report of Burton & Field Pty Ltd dated 4 July 2006 ('the survey report');

44.1.2 encroachments onto any adjoining land by any building or structure on the land (other than by dividing fences) or encroachments onto the land by any building or structure on any adjoining land (other than by dividing fences) or any non-compliance with the Local Government Act 1993 or regulations, consents or approval under those acts or any other matters as disclosed in the survey report are:

NIL

and/or any other matter disclosed in or ascertainable from the survey report.

44.2 No objection requisition or claim for compensation shall be made by the purchaser in respect of the encroachment(s) or non-compliance(s) if any, disclosed in sub-clause 44.1.2 or in respect of any other matter or thing contained in or arising out of the survey report.

44.3 The vendor discloses the following additions to the property since the date of survey and the purchaser shall make no objection, requisition or claim for compensation for any matter arising therefrom:

Installation of an above ground pool, decking on 2 sides of the pool and pool filter box

44.4 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.

**45. Omitted**

**46. Alterations to contract**

46.1 The Vendor and the Purchaser each authorize their Solicitor or Licensed Conveyancer (or any employee of that Solicitor or Licensed Conveyancer) to make alterations to this Contract as agreed to in writing between the parties (including the addition of annexures) at any time after execution of this Contract by the party, up until the date of this contract.

46.2 Any such alterations and or additions shall be binding upon the relevant party deemed hereby to have authorized the same as if the alteration or addition of annexures was made prior to the Contract being signed by that party.

**47. Omitted**

**47A. Error in adjustments of outgoings**

47A.1 Should any apportionment of outgoings required to be made under this contract be overlooked or incorrectly calculated on completion, the vendor and the purchaser agree that, upon being so requested by the other party, the correct calculation will be made and paid to the party to whom it is payable, by the party liable for the payment. This clause shall not merge on completion.

**47B. Drainage Diagram**

47B.1 The vendor discloses and the purchaser acknowledges that the sewer service diagram ("drainage diagram") attached to this contract is the only diagram available from Sydney Water.

47B.2 The vendor does not warrant the accuracy or completeness of the drainage diagram and the vendor will not be required to provide an updated drainage diagram to the purchaser prior to completion.

47B.3 The purchaser shall not be entitled to make any objection, requisition or claim, attempt to delay completion terminate or rescind the contract in relation to any matter referred to in this clause 47B.

**47C. Omitted**

**48. Annexures to contract**

The Purchaser acknowledges that at the date of this contract the following documents were attached to the contract for sale:

1. Folio Identifier 2/240258;
2. Deposited Plan 240258 and Section 88B instrument;
3. Section 10.7(2) & (5) Certificate;
4. Sewerage Service Diagram;
5. Service Location Diagram;
6. Survey Report of Burton Field Pty Ltd dated 4 July 2006;
7. Requisitions on title referred to in additional condition 41;
8. Foreign Resident Capital Gains Withholding Clearance Certificate;
9. Section 47 Land Tax Certificate/Property Tax Status Certificate;
10. Swimming pool certificate of non-compliance and detailed report;
11. Swimming pool certificate of registration.

The vendor does not warrant that they are in possession of the original of any documents, copies of which are attached to this contract (other than a document of title) ("original documents") and completion of this contract is not conditional upon the vendor handing over the original documents. The purchaser will not be entitled to make an objection, requisition or claim or delay completion if an original document is not handed over on completion.

**49. Omitted**

SIGNED by  
in the presence of:

)  
)

\_\_\_\_\_  
**Vendor**

\_\_\_\_\_  
WITNESS

SIGNED by  
in the presence of:

)  
)

\_\_\_\_\_  
**Purchaser**

\_\_\_\_\_  
WITNESS

SIGNED by  
in the presence of:

)  
)

\_\_\_\_\_  
**Purchaser**

\_\_\_\_\_  
WITNESS

50. **Guarantee for Corporate Purchaser**

- 50.1 "Guarantor" means: if the purchaser is a corporate purchaser each director of the purchaser.
- 50.2 "Guaranteed money" means all amounts which at any time for any reason or circumstance are payable, are owing but not currently payable, are contingently owing or remain unpaid (or which are reasonably foreseeable as likely, after that time, to fall within any of those categories), by the purchaser to the vendor in connection with this contract or any transaction contemplated by it, whether at law, in equity, under statute or otherwise.
- 50.3 The guarantor acknowledges that the vendor has entered into this contract with the purchaser at the request of the guarantor and that the guarantor has incurred obligations and given rights under this guarantee and indemnity for valuable consideration received from the vendor.
- 50.4 The guarantor unconditionally and irrevocably guarantees payment to the vendor of the guaranteed money.
- 50.5 If the purchaser does not pay the guaranteed money on time and in accordance with the terms of this contract then the guarantor agrees to pay the guaranteed money to the vendor on demand from the vendor (whether or not demand has been made on the purchaser). A demand may be made at any time and from time to time.
- 50.6 As a separate undertaking, the guarantor indemnifies the vendor against all liability or loss arising from, and any costs, charges or expenses incurred in connection with the guaranteed money not being recoverable under the preceding clauses because of any circumstances whatsoever.
- 50.7 This guarantee and indemnity is a continuing security and extends to all of the guaranteed money and other money payable under this guarantee and indemnity. The guarantor waives any rights it has of first requiring the vendor to proceed against or enforce any other right, power, remedy or security or claim payment from the purchaser or any other person before claiming from the guarantor under this guarantee and indemnity.
- 50.8 The liabilities under this guarantee and indemnity of the guarantor as a guarantor, principal debtor or indemnifier and the rights of the vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including without limitation, any of the following:
- 50.8.1 The vendor or another person granting time or other indulgence to, compounding or compromising with or releasing the purchaser; or
- 50.8.2 Acquiescence, delay acts, omissions or mistakes on the part of the vendor; or
- 50.8.3 Any variation or novation of a right of the vendor, or alteration of this contract or a document, in respect of the purchaser.
- 50.9 As long as the guaranteed money or other money payable under this guarantee and indemnity remains unpaid, the guarantor may not, without the consent of the vendor:
- 50.9.1 In reduction of its liability under this guarantee and indemnity raise a defence, set-off or counterclaim available to itself or the purchaser against the vendor or claim a set-off or make a counter claim against the vendor;





FOLIO: 2/240258

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| SEARCH DATE | TIME    | EDITION NO | DATE     |
|-------------|---------|------------|----------|
| 30/1/2025   | 9:09 AM | 5          | 1/9/2018 |

LAND

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LOT 2 IN DEPOSITED PLAN 240258

AT BELROSE

LOCAL GOVERNMENT AREA NORTHERN BEACHES

PARISH OF MANLY COVE COUNTY OF CUMBERLAND

TITLE DIAGRAM DP240258

FIRST SCHEDULE

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JANICE PATRICIA PIEPER

(T AC474014)

SECOND SCHEDULE (3 NOTIFICATIONS)

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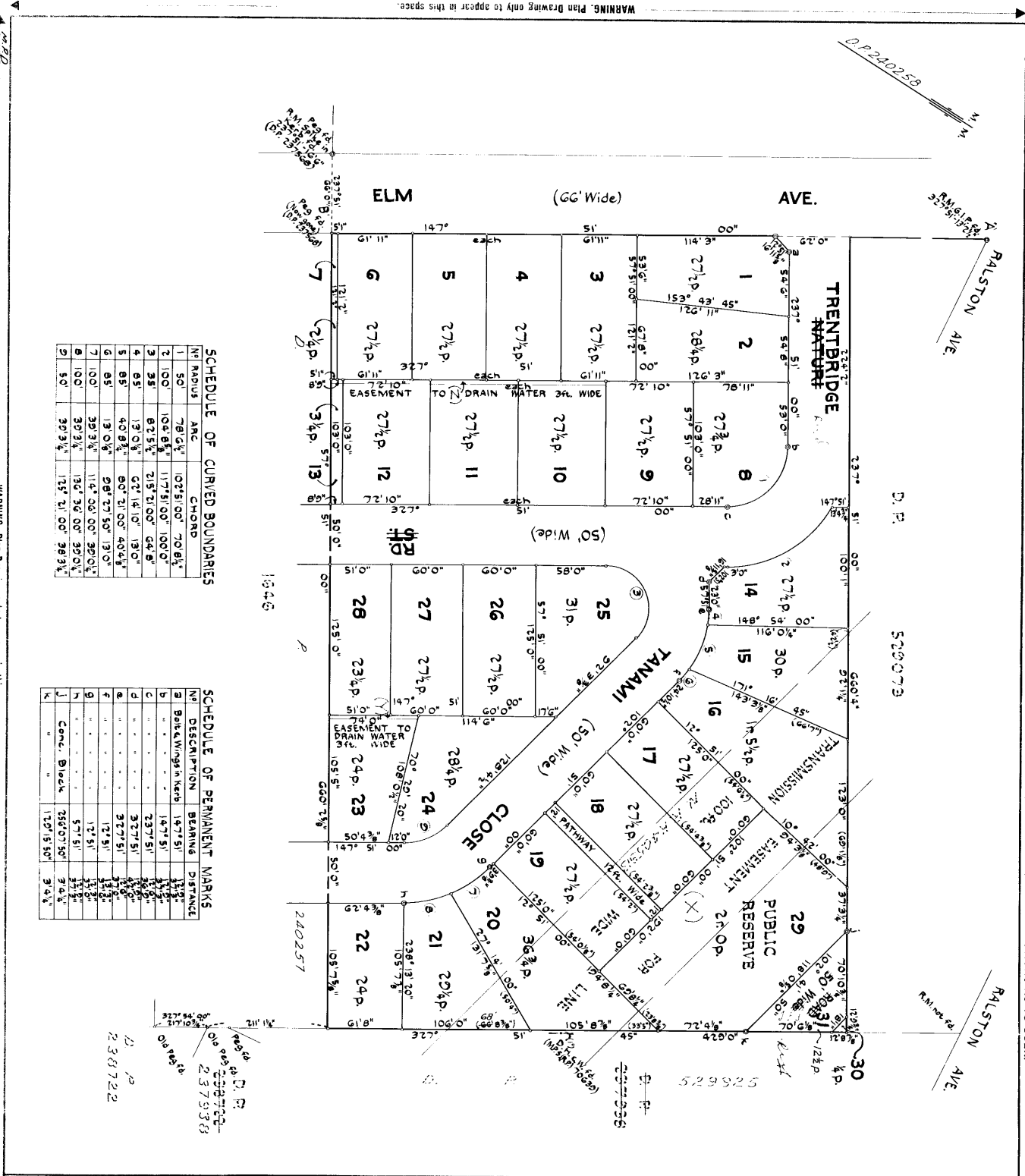
- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP240258 RESTRICTION(S) ON THE USE OF LAND
- 3 AC474015 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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



**SCHEDULE OF CURVED BOUNDARIES**

| N <sup>o</sup> | RADIUS | ARC     | CHORD      |
|----------------|--------|---------|------------|
| 1              | 50'    | 78.64"  | 102.51'00" |
| 2              | 100'   | 104.84" | 117.75'00" |
| 3              | 35'    | 62.54"  | 21.5'00"   |
| 4              | 85'    | 13'0.8" | 02'14'10"  |
| 5              | 85'    | 40'8.4" | 00'21'00"  |
| 6              | 85'    | 13'0.4" | 08'27'50"  |
| 7              | 100'   | 30'3.4" | 11.4'00"   |
| 8              | 100'   | 30'3.4" | 13'0'00"   |
| 9              | 50'    | 30'3.4" | 15'21'00"  |

**SCHEDULE OF PERMANENT MARKS**

| N <sup>o</sup> | DESCRIPTION         | BEARING   | DISTANCE |
|----------------|---------------------|-----------|----------|
| a              | Bar & Wagon in Kerb | 187.51'   | 11.2"    |
| b              | "                   | 147.51'   | 17.2"    |
| c              | "                   | 237.51'   | 26.0"    |
| d              | "                   | 327.51'   | 34.8"    |
| e              | "                   | 327.51'   | 43.6"    |
| f              | "                   | 127.51'   | 52.4"    |
| g              | "                   | 127.51'   | 61.2"    |
| h              | "                   | 57.51'    | 70.0"    |
| i              | Conc. Block         | 250.0750' | 78.4"    |
| j              | "                   | 120.1500' | 87.2"    |

WARNING. Plan Drawing only to appear in this space

**D.P.240258**

Registered: **6/23/12/1994** **KTB**

C.A. No. 2295 of 18.9.1970

The System: **Torrens**

Purpose: **Subdivision**

Ref. Map: **Warringham 5488**

Last Plan: **Warringham 5488**

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**PLAN OF SUBDIVISION OF PORTION 1045**

Scale: **60 feet to an inch**

Shire: **Warringham**

Locality: **Belrose**

Parish: **Manly Cove**

County: **Cumberland**

**This is sheet 1 of my plan in sheets.**  
 Date if applicable: \_\_\_\_\_

**I, Thomas Francis Smith**

of **77 Pitt Street, Sydney, New South Wales**

do hereby certify that the survey represented in this plan was made in accordance with the provisions of the Survey Act, 1933, and that the same has been made under my immediate supervision and in accordance with the Survey Act, 1933, and was completed on **12/12/69**

Signature: \_\_\_\_\_

Survey registered under Survey Act 1933, as amended.

State of New South Wales, this \_\_\_\_\_ day of \_\_\_\_\_, 1969.

Panel for use only for statements of intention to dedicate public roads or public reserves or create drainage reserves, easements, or restrictions as to user.

It is intended to dedicate the new roads and the roadway 12 ft. wide as public roads as Public Roads.

It is intended to dedicate lot 29 as Public Reserve.

Pursuant to Sec. 888 of the Conveyancing Act 1919-1964 it is intended to create:-

- Easement to Drain Water 3 ft. Wide.
- Easement to Drain Water 3 ft. Wide.
- Restrictions as to user as set out in the accompanying instrument signed by the Council Clerk.

Surveyor's Reference: **G502/07-1**



M 117274

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

PART 1 SHEET 1 OF 4 SHEETS

Plan: DP240258  
Subdivision of Portion 1645 covered by Council Clerk's Certificate No. 7295/70

Full name and address of the Proprietor of the land: J.H. BARRIE & COMPANY PTY. LIMITED

1. Identity of Easement or Restriction firstly referred to in above-mentioned Plan  
Easement to Drain Water 3 feet wide

2. Identity of Easement or Restriction secondly referred to in above-mentioned Plan  
Easement to Drain Water 3 feet wide

3. Identity of Easement or Restriction thirdly referred to in above-mentioned Plan  
Restrictions as to User

SCHEDULE OF LOTS, ETC. AFFECTED  
Lots, name of road or Authority benefited

- 10 9
- 11 9, 10, 11
- 12 9, 10, 11
- 13 9, 10, 11, 12

SCHEDULE OF LOTS, ETC. AFFECTED  
Lots, name of road or Authority benefited

Every other Lot except Lots 7,13,29 and 30 and 31

THE COMMON SEAL of J.H. BARRIE & COMPANY PTY. LIMITED was hereunto affixed by authority of the Board of Directors in the presence of:



Approved by Warringham Shire Council Deputy Shire Clerk

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

Part 2 SHEET 2 OF 4 SHEETS

Plan: DP240258  
Subdivision of Portion 1645 covered by Council Clerk's Certificate No. 7295/70.

TERMS OF EASEMENT TO DRAIN WATER 3 FEET WIDE FIRSTLY REFERRED TO AND TERMS OF EASEMENT TO DRAIN WATER 3 FEET WIDE SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him, from time to time and at all times to drain water (whether rain, storm, spring, soakage, sullage or seepage water) in any quantities across and through the land herein indicated as the servient tenement together with the right to use, for the purposes of the easement, any line of pipes already laid within the servient tenement for the purpose of draining water or any pipe or pipes in replacement or in substitution thereof and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement, and together with any tools, implements and every person necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, and maintaining, or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

TERMS OF RESTRICTIONS AS TO USER THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN

- (a) That not more than one main building shall be erected or permitted to remain on the land hereby transferred.
- (b) That no garage or outbuilding shall be erected or permitted to remain on the land hereby transferred except until after or concurrently with the erection of any such main building
- (c) That no building shall be erected on the land hereby transferred with external wall or walls of materials other than brick, brick veneer, stone, concrete, glass, timber, aluminium or asbestos cement or any combination of the same provided that asbestos cement shall be thick stream cured

THE COMMON SEAL of J.H. BARRIE & COMPANY PTY. LIMITED was hereunto affixed by authority of the Board of Directors in the presence of:



Approved by Warringham Shire Council Deputy Shire Clerk

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 89B OF THE CONVEYANCING ACT 1919-1964

Part 2 continued SHEET 3 of 4 SHEETS

Plan: DP240258  
Subdivision of Portion 1645 covered by Council Clerk's Certificate No. 7295/70.

- (d) That no roof of any building erected on the land hereby transferred shall be of corrugated tin or iron and no roof other than tiles shall be coloured or painted red or any shade thereof.
- (e) That no main building erected or permitted to remain on the land hereby transferred shall have a minimum floor area (excluding any attached garage or carport under the main roof) of less than 1,250 square feet
- (f) That no main building shall be erected or permitted to remain on the land hereby transferred unless the same shall be connected to the sewer if available, and if not available to a septic tank installation the design and construction of which is acceptable to the proper authorities. If approval of the said septic tank installation cannot be obtained then connection shall be to a septic closet the design and construction of which is acceptable to the proper authorities.
- (g) That except where otherwise required by any public body or authority no sanitary convenience erected or permitted to remain on the land hereby transferred shall be detached or separated from any main building erected thereon.
- (h) That where any sanitary convenience is required by any public body or authority to be and remain detached from any main building, no such sanitary convenience shall be erected or permitted to remain in a conspicuous place or position on the land hereby transferred and if the same is visible from the road or other lots in the subdivision the same shall be suitably screened.
- (i) No paling fence shall be erected or permitted to remain on or within the boundaries of the land hereby transferred
- (j) That no front boundary fence shall be erected or permitted to remain on or within the boundaries of the land hereby transferred.

THE COMMON SEAL OF J.H. BARRIE & COMPANY PTY LIMITED was hereunto affixed by authority of the Board of Directors in the presence of:



Approved by Marrangah Shire Council .....  
Shire Clerk

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 89B OF THE CONVEYANCING ACT 1919-1964

Part 2 continued SHEET 4 OF 4 SHEETS

Plan: DP240258  
Subdivision of Portion 1645 covered by Council Clerk's Certificate No. 7295/70.

- (k) That for the benefit of any adjoining land owned by the Transferor but only during the ownership thereof by the Transferor its successors and assigns other than purchasers on sale no fence shall be erected on the land hereby transferred to divide the same from such adjoining land without the consent of the Transferor but such consent shall not be withheld if such fence is erected without expense to the Transferor and in favour of any person dealing with the Transferor such consent shall be deemed to have been given in respect of every such fence for the time being erected.
- (l) That the Transferor shall not excavate carry away or remove or permit to be excavated carried away or removed from the land hereby transferred any earth clay stone gravel soil or sand except so far as may be necessary for the erection in accordance with the covenants herein contained or any house building erection or swimming pool thereon or for any purpose incidental and/or ancillary thereto.
- (m) That the expression "the land hereby transferred" where herein used shall be deemed to refer separately and severally to each lot in the said Plan of Subdivision hereby transferred and the restrictions in this covenant contained shall apply to each lot as if the Transferor had given separate covenants in respect of each such lot. The benefit of the foregoing covenants shall be appurtenant to the land in the said Plan of Subdivision and each and every lot therein other than the land hereby transferred. The burden of the foregoing covenants or any of them may be released varied or modified so far as any particular lot is concerned by J.H. Barrie & Company Pty Limited (so long as it remains the Registered Proprietor of any lot in the Deposited Plan of Subdivision) and the person or persons in whom the legal estate in fee simple is for the time being vested of the land (other than streets or other public areas) having a common boundary with the land hereby transferred.

THE COMMON SEAL OF J.H. BARRIE & COMPANY PTY LIMITED was hereunto affixed by authority of the Board of Directors in the presence of:



THE COMMON SEAL OF DEPOSIT AND INVESTMENT COMPANY LIMITED was hereunto affixed by the authority of the Directors in the presence of:  
Secretary  
Director

Approved by Marrangah Shire Council .....  
Shire Clerk

M 117271

D.P. 240258

GARY BORNAN & CO

Instrument pursuant to Regulation 52D Conveyancing Act  
Regulation, 1961, setting out the terms of assignment or  
modification as to user created by registration of the  
within-mentioned Deposited Plan.



240258  
24/12/2023

## Northern Beaches Council Planning Certificate – Part 2&5

**Applicant:** Hamer & Hamer Solicitors Balgowlah  
Suite 4 83 Sydney Road  
BALGOWLAH NSW 2093

**Reference:** 13053  
**Date:** 29/01/2025  
**Certificate No.** ePLC2025/00648

**Address of Property:** 61 Trentbridge Road BELROSE NSW 2085  
**Description of Property:** Lot 2 DP 240258

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### Planning Certificate – Part 2

The following certificate is issued under the provisions of Section 10.7(2) of the *Environmental Planning and Assessment Act 1979* (as amended – formerly Section 149). The information applicable to the land is accurate as at the above date.

#### **1. Relevant planning instruments and Development Control Plans**

##### **(1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land:**

###### **(a) Local Environmental Plan**

Warringah Local Environmental Plan 2011

###### **(b) State Environmental Planning Policies and Regional Environmental Plans**

State Environmental Planning Policy (Biodiversity and Conservation) 2021  
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008  
State Environmental Planning Policy (Housing) 2021  
State Environmental Planning Policy (Industry and Employment) 2021  
State Environmental Planning Policy (Planning Systems) 2021  
State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021  
State Environmental Planning Policy (Primary Production) 2021  
State Environmental Planning Policy (Resilience and Hazards) 2021  
State Environmental Planning Policy (Resources and Energy) 2021  
State Environmental Planning Policy (Sustainable Buildings) 2022  
State Environmental Planning Policy (Transport and Infrastructure) 2021

###### **(c) Development Control Plans**

Warringah Development Control Plan 2011

## **(2) Draft Environmental Planning Instruments**

The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

### **(a) Draft Local Environmental Plans**

### **(b) Draft State Environmental Planning Policies**

Draft State Environmental Planning Policy (Cultural)

### **(c) Draft Development Control Plans**

## **2. Zoning and land use under relevant planning instruments**

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

### **(1) Zoning and land use under relevant Local Environmental Plans**

#### **(a), (b)**

The following information identifies the purposes for which development may be carried out with or without development consent and the purposes for which the carrying out of development is prohibited, for all zones (however described) affecting the land to which the relevant Local Environmental Plan applies.

#### **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; Boat sheds; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Group homes; Health consulting rooms; Home businesses; Hospitals; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Tank-based aquaculture; Veterinary hospitals

#### **4 Prohibited**

Any development not specified in item 2 or 3

#### **(c) Additional permitted uses**

Additional permitted uses, if any, for which development is permissible with development consent pursuant to Clause 2.5 and Schedule 1 of the relevant Local Environmental Plan:

Nil

#### **(d) Minimum land dimensions**

The *Warringah Local Environmental Plan 2011* contains no development standard that fixes minimum land dimensions for the erection of a dwelling house on the land.

#### **(e) Outstanding biodiversity value**

The land is not in an area of outstanding biodiversity value under the [Biodiversity Conservation Act 2016](#)

#### **(f) Conservation areas**

The land is not in a heritage conservation area.

#### **(g) Item of environmental heritage**

The land does not contain an item of environmental heritage.

### **(2) Zoning and land use under draft Local Environmental Plans**

For any proposed changes to zoning and land use, see Part 1.2 (a)

Please contact Council's Strategic and Place Planning unit with enquiries on 1300 434 434.

### **3. Contribution plans**

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

**Northern Beaches Section 7.12 Contributions Plan 2024 - in force 19 October 2024.**

(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4 - the name of the region, and the name of the Ministerial planning order in which the region is identified.

#### **Housing and Productivity Contribution**

The subject land is within the Greater Sydney region to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024 applies.

(3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area.

Nil

## **4. Complying Development**

If the land is land on which complying development may or may not be carried out under each of the complying development codes under [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

### **Part 3 Housing Code**

Complying Development under the Housing Code may be carried out on all of the land.

#### **Part 3A Rural Housing Code**

Complying Development under the Rural Housing Code may be carried out on all of the land.

#### **Part 3B Low Rise Housing Diversity Code**

Complying Development under the Low Rise Housing Diversity Code may be carried out on all of the land.

*Note: Dual occupancies cannot be carried out as complying development in the R2 - Low Density Residential Zone in certain circumstances. See Clause 1.19 (3B) in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

#### **Part 3C Greenfield Housing Code**

Complying Development under the Greenfield Housing Code may not be carried out on all of the land.

#### **Part 3D Inland Code**

Complying Development under the Inland Code does not apply to the land.

*Note: Pursuant to clause 3D.1 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, the Inland Code only applies to 'inland local government areas'. Northern Beaches local government area is not defined as an 'inland local government area' by State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

### **Part 4 Housing Alterations Code**

Complying Development under the Housing Alterations Code may be carried out on all of the land.

#### **Part 4A General Development Code**

Complying Development under the General Development Code may be carried out on all of the land.

### **Part 5 Industrial and Business Alterations Code**

Complying Development under the Industrial and Business Alterations Code may be carried out on all of the land.

#### **Part 5A Industrial and Business Buildings Code**

Complying Development under the Industrial and Business Buildings Code may be carried out on all of the land.

## **Part 5B Container Recycling Facilities Code**

Complying Development under the Container Recycling Facilities Code may be carried out on all of the land.

## **Part 6 Subdivisions Code**

Complying Development under the Subdivisions Code may be carried out on all of the land.

## **Part 7 Demolition Code**

Complying Development under the Demolition Code may be carried out on all of the land.

## **Part 8 Fire Safety Code**

Complying Development under the Fire Safety Code may be carried out on all of the land.

## **Part 9 Agritourism and Farm Stay Accommodation Code**

Complying Development under the Agritourism and Farm Stay Accommodation Code may be carried out on all of the land.

### **(4) Complying Development Codes varied under Clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008***

No complying codes are varied under this clause in relation to the land.

## **5. Exempt Development**

If the land is land on which exempt development may or may not be carried out under each of the exempt development codes under [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

### **Part 2 Exempt Development Codes**

Exempt Development under the Exempt Development Codes may be carried out on all of the land.

### **(4) Exempt Development Codes varied under Clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008***

No exempt development codes are varied under this clause in relation to the land.

## **6. Affected building notices and building product rectification orders**

(a) There is not an affected building notice of which the council is aware that is in force in respect of the land.

(b) There is not a building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and

(c) There is not a notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

In this section—

***affected building notice*** has the same meaning the *Building Products (Safety) Act 2017, Part 4*.

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

## **7. Land reserved for acquisition**

Environmental planning instrument referred to in Clause 1 does not make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

## **8. Road widening and road realignment**

(a) The land is not affected by a road widening or re-alignment proposal under Division 2 of Part 3 of the *Roads Act 1993*.

(b) The land is not affected by a road widening or re-alignment proposal under an environmental planning instrument.

(c) The land is not affected by a road widening or re-alignment proposal under a resolution of Council.

## **9. Flood related development controls**

(1) The land is not within the flood planning area and subject to flood related development controls.

(2) The land or part of the land is not between the flood planning area and the probable maximum flood and subject to flood related development controls.

In this section—

**flood planning area** has the same meaning as in the Flood Risk Management Manual.

**Flood Risk Management Manual** means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

**probable maximum flood** has the same meaning as in the Flood Risk Management Manual.

## **10. Council and other public authority policies on hazard risk restriction**

(a) Council has adopted policies that restrict the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding (for flooding – see 9). The identified hazard or risk, if any, are listed below:

Nil

(b) The following information applies to any policy 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. The identified hazard or risk and the respective Policy which affect the property, if any, are listed below:

Nil

## **11. Bush fire prone land**

The land is not bush fire prone land.

## **12. Loose-fill asbestos insulation**

The residential dwelling erected on this land has not been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

This clause applies to residential premises (within the meaning of Division 1A of part 8 of the Home Building Act 1989) that are listed in the register that is required to be maintained under that Division.

Contact NSW Fair Trading for more information.

## **13. Mine Subsidence**

The land is not declared to be a mine Subsidence (Mine Subsidence) district within the meaning of section 15 of the *Mine Subsidence (Mine Subsidence) Compensation Act, 1961*.

## **14. Paper subdivision information**

There is no current paper subdivision, of which council is aware, in respect of this land according to Part 10 of the *Environmental Planning and Assessment Regulation 2021* and Schedule 7 of the *Environmental Planning & Assessment Act 1997 No 203*.

## **15. Property vegetation plans**

The Council has not been notified that the land is land to which a vegetation plan under the *Native Vegetation Act 2003* applies.

## **16. Biodiversity Stewardship Sites**

The Council has not been notified by the Biodiversity Conservation Trust that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* (includes land to which a biobanking agreement under Part 7A of the repealed *Threatened Species Conservation Act 1995* relates).

## **17. Biodiversity certified land**

The land is not biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016* (includes land certified under Part 7AA of the repealed *Threatened Species Conservation Act 1995*).

## **18. Orders under Trees (Disputes Between Neighbours) Act 2006**

Council has not been notified of the existence of an order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

## **19. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**

The owner of the land (or any previous owner) has not 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 1 January 2011.

## **20. Western Sydney Aerotropolis**

Under State Environmental Planning Policy (Precincts – Western Parkland City) 2021, Chapter 4 the land is –

- (a) not in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
- (b) not shown on the [Lighting Intensity and Wind Shear Map](#), or
- (c) not shown on the [Obstacle Limitation Surface Map](#), or
- (d) not in the “public safety area” on the [Public Safety Area Map](#), or
- (e) not in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the [Wildlife Buffer Zone Map](#).

## **21. Development consent conditions for seniors housing**

No condition of development consent granted after 11 October 2007 in relation to the land applies to the property that are of the kind set out in that Policy, section 88(2) of [State Environmental Planning Policy \(Housing\) 2021](#).

## **22. Site compatibility certificate and conditions for affordable rental housing**

(1) There is not a current site compatibility certificate of which the council is aware, in respect of proposed development on the land.

(2) No condition of development consent in relation to the land applies to the property that are of the kind set out in section 21(1) or 40(1) of [State Environmental Planning Policy \(Housing\) 2021](#).

(3) No condition of development consent in relation to the land applies to the property that are of the kind set out in clause 17(1) or 38(1) of [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#).

## **23. Water or sewerage services**

No water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*.

## **Additional matters under the Contaminated Land Management Act 1997**

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

- (a) the land to which the certificate relates is not significantly contaminated land within the meaning of that Act
- (b) the land to which the certificate relates is not subject to a management order within the meaning of that Act
- (c) the land to which the certificate relates is not the subject of an approved voluntary management proposal within the meaning of that Act
- (d) the land to which the certificate relates is not subject to an ongoing maintenance order within the meaning of that Act
- (e) the land to which the certificate relates is not the subject of a site audit statement

If contamination is identified above please contact the Environmental Protection Authority (EPA) for further information.

## **Planning Certificate – Part 5**

The following is information provided in good faith under the provisions of Section 10.7(5) of the *Environmental Planning and Assessment Act 1979* (as amended – formerly Section 149) and lists relevant matters affecting the land of which Council is aware. The Council shall not incur any liability in respect of any such advice.

Persons relying on this certificate should read the environmental planning instruments referred to in this certificate.

### **Company Title Subdivision**

Clause 2.6 of the *Pittwater Local Environmental Plan 2014*, *Warringah Local Environmental Plan 2011* or *Manly Local Environmental Plan 2013* provides that land may not be subdivided except with the consent of the Council. This includes subdivision by way of company title schemes. Persons considering purchasing property in the Northern Beaches local government area the subject of a company title scheme are advised to check that the land has been subdivided with the consent of the Council.

## **District Planning**

Under the Greater Sydney Regional Plan – A Metropolis of Three Cities 2018, the Greater Sydney Commission sets a planning framework for a metropolis of three cities across Greater Sydney which reach across five Districts. Northern Beaches is located within the ‘Eastern Harbour City’ area and is in the North District which forms a large part of the Eastern Harbour City. The North District Plan sets out planning priorities and actions for the growth of the North District, including Northern Beaches. Northern Beaches Council’s Local Strategic Planning Statement gives effect to the District Plan based on local characteristics and opportunities and Council’s own priorities in the community. The Local Strategic Planning Statement came into effect on 26 March 2020.

## **Council Resolution To Amend Environmental Planning Instrument**

The following instrument or resolution of Council proposes to vary the provisions of an environmental planning instrument, other than as referred to in the Planning Certificate – Part 2:

### **Planning Proposal – new consolidated LEP**

**Applies to land:** All land within the Northern Beaches LGA.

**Outline:** The new LEP will:

- Replace and harmonise planning controls in the four existing LEPs (Pittwater LEP 2014, Manly LEP 2013, Warringah LEP 2011 and Warringah LEP 2000).
- Introduce new controls to better respond to the community’s aspirations and strategic priorities for the Northern Beaches.

**Council resolution:** 17 June 2024

## **Additional Information Applying To The Land**

Additional information, if any, relating to the land the subject of this certificate:

### **Geotechnical Planning Controls**

Council is currently undertaking a study to review geotechnical planning controls across the Local Government Area. Information from a draft study indicates geotechnical considerations may affect a greater number of properties and may present an increased risk to properties than that shown on published hazard maps. Council’s Development Engineering & Certification team can be contacted for further information.

## **General Information**

### **Flood**

Information available to Council indicates some properties within the catchments of Middle Harbour may be flood affected. This includes parts of the suburbs of Belrose, Davidson, Frenchs Forest, Forestville and Killarney Heights. It is important to note this information may be used by Council for development assessment purposes. Please contact Floodplain Planning team at Northern Beaches Council for further information.

### **Threatened Species**

Many threatened species identified under the *Biodiversity Conservation Act 2016* (NSW) and Environment Protection and Biodiversity Conservation Act 1999 (Commonwealth) are found within

the former Local Government Area of Warringah (now part of Northern Beaches). Council's Natural Environment unit can be contacted to determine whether any site specific information is available for this property. Records of threatened flora and fauna are also available from the NSW Office of Environment and Heritage's Atlas of NSW Wildlife database: <http://www.bionet.nsw.gov.au>

Potential threatened species could include:

(a) threatened species as described in the final determination of the scientific committee to list endangered and vulnerable species under Schedule 1 of the *Biodiversity Conservation Act 2016*, and/or

(b) one or more of the following threatened ecological communities as described in the final determination of the scientific committee to list the ecological communities under Schedule 2 of the *Biodiversity Conservation Act 2016*:

- Duffys Forest Ecological Community in the Sydney Basin Bioregion
- Swamp Sclerophyll Forest on Coastal Floodplain
- Coastal Saltmarsh of the Sydney Basin Bioregion
- Swamp Oak Floodplain Forest
- Bangalay Sand Forest of the Sydney Basin Bioregion
- Themeda grasslands on Seacliffs and Coastal Headlands
- Sydney Freshwater Wetlands in the Sydney Basin Bioregion
- Coastal Upland Swamp in the Sydney Basin Bioregion
- River-Flat Eucalypt Forest on Coastal Floodplains of the New South Wales North Coast, Sydney Basin and South East Corner Bioregions

### **Bush fire**

Certain development may require further consideration under section 79BA or section 91 of the Environmental Planning and Assessment Act 1979, and section 100B of the Rural Fires Act, 1997 with respect to bush fire matters. Contact NSW Rural Fire Service.

### **Aboriginal Heritage**

Many Aboriginal objects are found within the Local Government Area. It is prudent for the purchaser of land to make an enquiry with the Office of Environment and Heritage as to whether any known Aboriginal objects are located on the subject land or whether the land has been declared as an Aboriginal place under the *National Parks and Wildlife Act 1974* (NSW). The carrying out of works may be prevented on land which is likely to significantly affect an Aboriginal object or Aboriginal place. For information relating to Aboriginal sites and objects across NSW, contact: Aboriginal Heritage Information Management System (AHIMS) on (02) 9585 6345 or email [AHIMS@environment.nsw.gov.au](mailto:AHIMS@environment.nsw.gov.au). Alternatively visit <http://www.environment.nsw.gov.au/licences/AboriginalHeritageInformationManagementSystem.htm>.

### **Coastal Erosion**

Information available to Council indicates coastal erosion may affect a greater number of properties and may present an increased risk to properties than that shown on published hazard maps of the Warringah coastline. Council's Natural Environment Unit can be contacted for further information.

### **Coastal Hazards**

Information available to Council indicates properties within the suburb of Cottage Point may be affected by coastal hazards. Please contact Northern Beaches Council for further information.




**Scott Phillips**  
**Chief Executive Officer**  
**29/01/2025**

# Sewer Service Diagram

Application Number: 8004035066

Copy of Diagram No. 1



M.W.S. & D.B.

## SEWERAGE SERVICE DIAGRAM

### Municipality of Warringah

#### Suburb of Belrose

Scale: Approx. 1:500  
Distances/depths in metres  
pipe diameters in millimetres

**SEWER AVAILABLE**

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer.

**NOTE:** This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By-law 8 Clause 3). The existence and position of Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at Board's Head Office or in the case of South Coast District at Board's Wollongong Office (Section 35 of Board's Act). Position of structures boundaries, sewers and sewerage service shown hereon are approximate only.

**SYMBOLS AND ABBREVIATIONS**

|   |                    |    |                 |
|---|--------------------|----|-----------------|
| □ | Boundary Trap      | IP | Induct Pipe     |
| ■ | Inspection Shaft   | MF | Mica Flap       |
| ○ | Pit                | T  | Tubs            |
| ⊠ | Grease Interceptor | K  | Kitchen Sink    |
| ⊞ | Gully              | W  | Water Closet    |
| ⊞ | P Trap             | B  | Bath Waste      |
| ⊞ | Reflux Valve       | H  | Handbasin       |
| ⊞ | Cleaning Eye       | S  | Shower          |
| ○ | Vert Vertical Pipe | Jn | Junction        |
| ○ | V Vent Pipe        | DW | Dishwasher      |
| ○ | SV Soil Vent Pipe  | F  | Floor Waste     |
| ○ | WS Waste Stack     | M  | Washing Machine |

**DRAINAGE**

Supervised by \_\_\_\_\_  
Inspector \_\_\_\_\_  
Field Diagram Examined by \_\_\_\_\_  
Date of Issue \_\_\_\_\_  
Chief Inspector \_\_\_\_\_  
Tracing Checked by \_\_\_\_\_

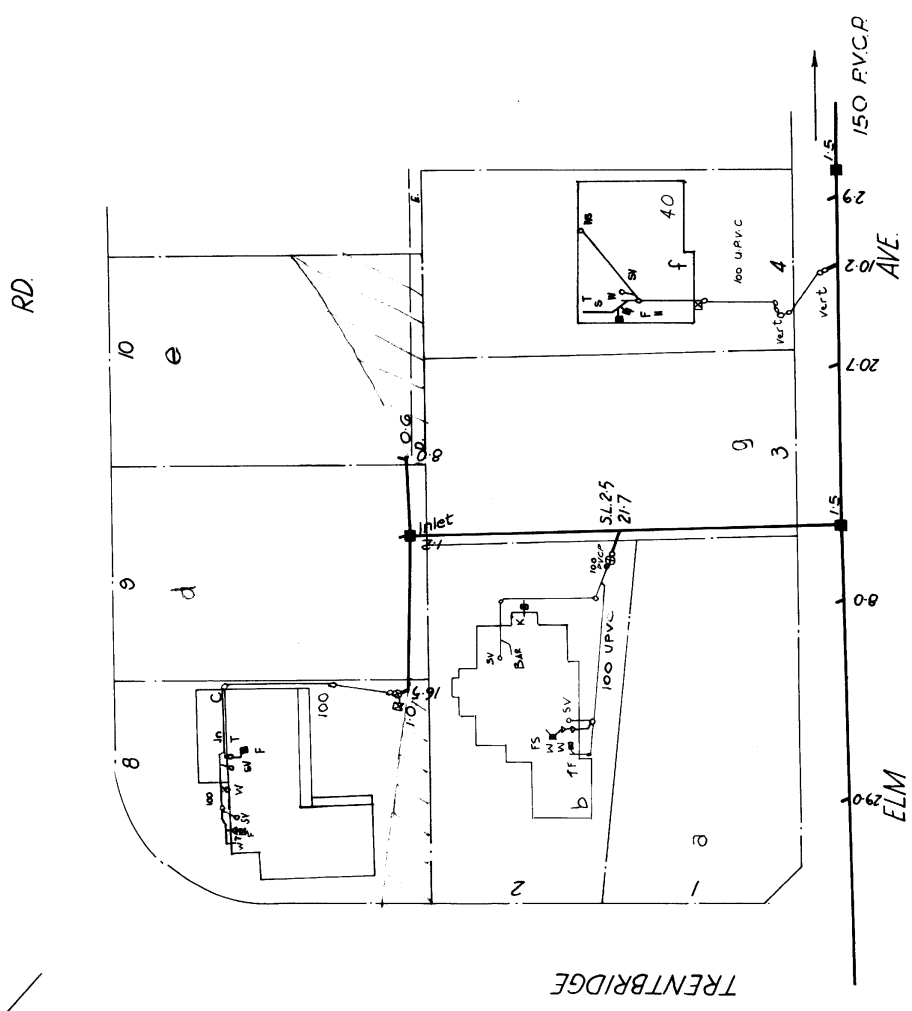
Supervised by \_\_\_\_\_

Inspector \_\_\_\_\_

Outfall N.S. Drainer \_\_\_\_\_  
W.S. \_\_\_\_\_ Plumber \_\_\_\_\_  
W.O. AB485 Gaz. on 10/4/81  
W.O. \_\_\_\_\_ Gaz. on \_\_\_\_\_  
Boundary Trap is not required

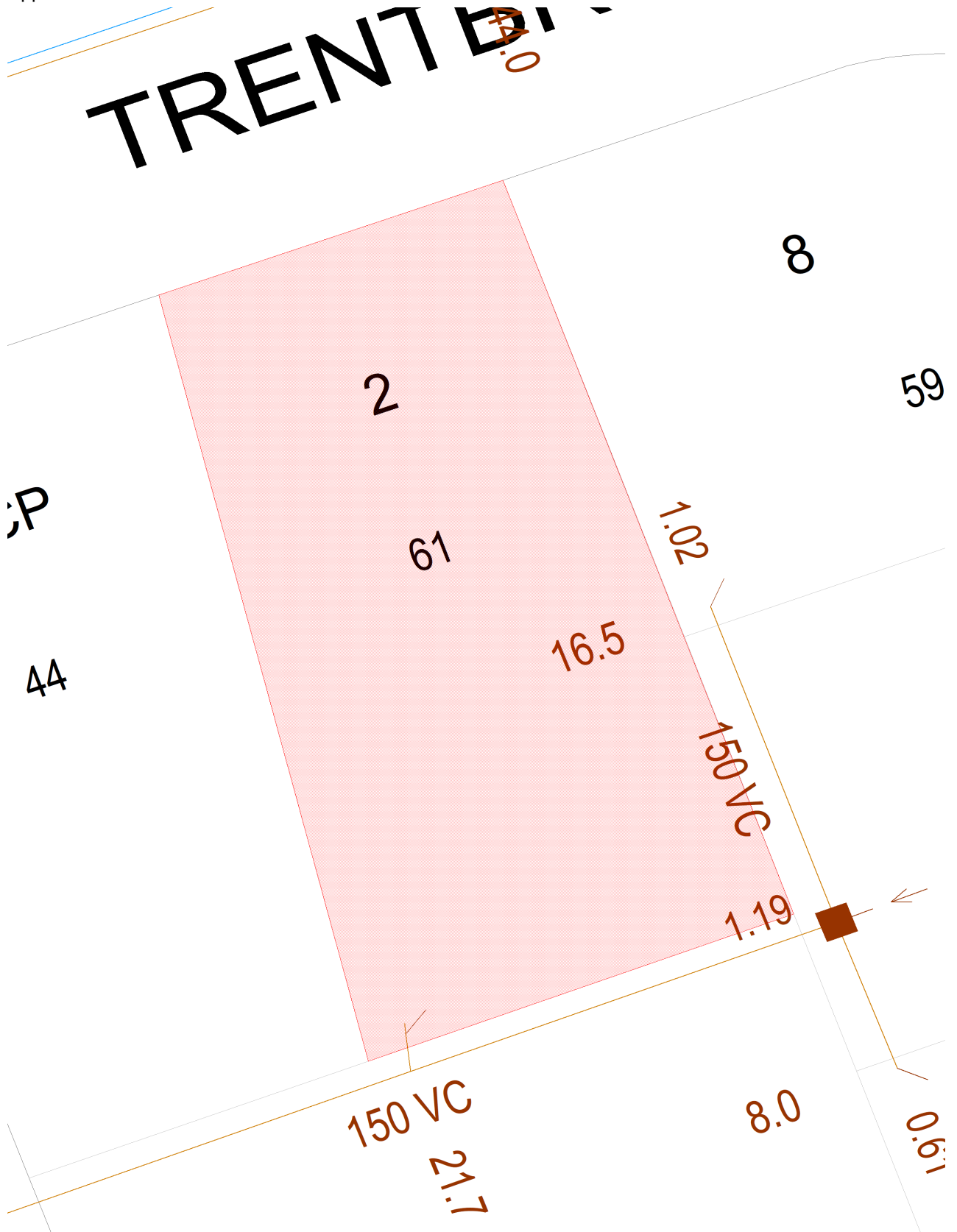
for House Services Engineer \_\_\_\_\_

0 6 6 2 9 1 1



Connection Dates: a. b.24/9/81 c.25.2.82 d. e. f.28.5/81 g. h. i. j. k. l. m. n. o. p. q. r. s. t. u. v. w. x. y. z.

Service Location Print  
Application Number: 8004035065



Document generated at 30-01-2025 09:30:05 AM

**Disclaimer**

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

# Asset Information

## Legend

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

### Disclaimer

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## Pipe Types

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

## Further Information

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

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

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

### Disclaimer

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

# **burton & field pty. limited**

A.C.N. 002 093 432

Consulting Surveyors . Town Planners . Project Managers . Development Consultants

Members of Association of Consulting Surveyors N.S.W.



343 Hume Highway, Liverpool, NSW 2170  
P.O. Box 242, Liverpool 1871 - DX 5020 Liverpool  
Telephone: (02) 9602 -1199 - Fax: (02) 9821-2620

Suite 202, 2 Pembroke Street, Epping, 2121  
P.O. Box 1150, Epping DX 4413, Epping  
Tel: (02) 9868-4660 Fax: (02) 9868-6035

Michael Hamer  
Hamer & Hamer Solicitors  
P O Box 6  
Belrose NSW 2085

Our Ref: E785/53542  
BD:DC  
Your Ref: Pieper Purchase

We have surveyed for identification purposes only, the land edged red on the attached sketch being Lot 2 in Deposited Plan Number 240258 having a frontage of 16.61 metres to Trentbridge Road at Belrose in the Local Government Area of Warringah, Parish of Manly Cove and County of Cumberland and further being the whole of the land contained in Certificate of Title Folio Identifier 2/240258.

**WE HEREBY REPORT** that the one and two storey brick residence known as No. 61 Trentbridge Road, Belrose, with a tile roof erected thereon stands wholly upon the land as shown on the attached sketch and does not encroach upon any adjoining property or street.

In our opinion, the position of the residence in relation to the boundaries of the land is as shown on the attached sketch.

The subject land is affected by a Restriction on the Use of Land created by the registration of Deposited Plan Number 240258.

The fences where erected on the boundaries of the land, stand as indicated on the attached sketch.

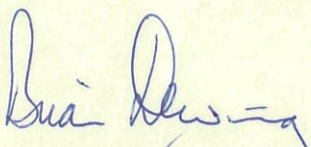
There are no apparent easements appurtenant to or burdening the subject land.

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

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.

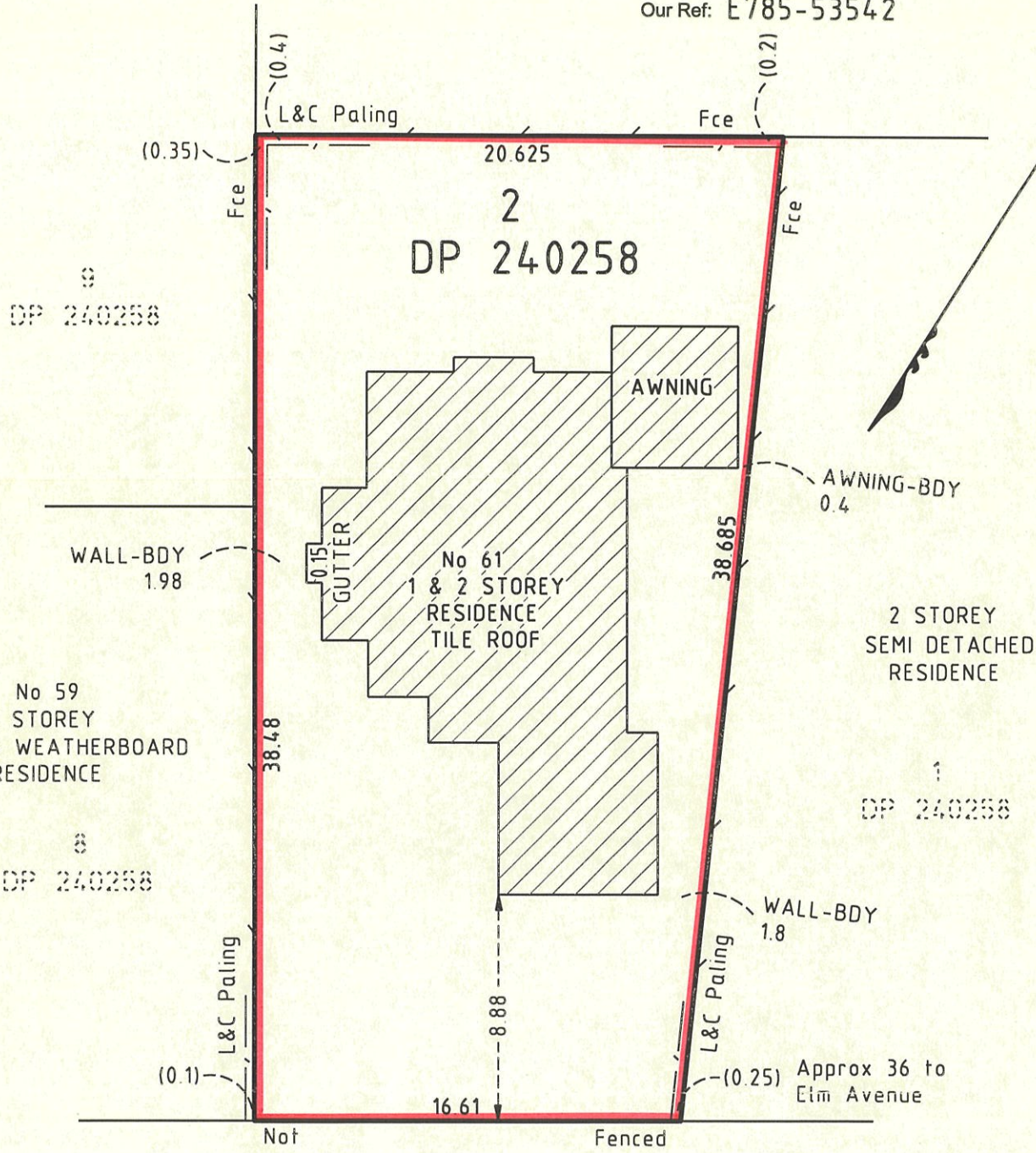
4 July, 2006

**BURTON AND FIELD PTY. LIMITED**

PER:   
.....  
(REGISTERED SURVEYOR)

Page 1 of 2

Date: 22.6.2006  
Our Ref: E785-53542



# TRENTBRIDGE ROAD

**BRIAN DEWING**

I, **BRIAN DEWING** of burton & field Pty. limited, a surveyor registered under the surveying act 2002, hereby certify that the survey represented in this plan is accurate and has been made in accordance with the survey practice regulation 2001.

*Brian Dewing*

**burton & field Pty. limited** A.C.N. 002 063 432

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: Janice Patricia Pieper  
Purchaser:  
Property: 61 Trentbridge Road, Belrose  
Dated:

---

### Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
  - (a) What are the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
  - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
  - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

### Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

### Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
  - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Information Certificate of a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the *Environmental Planning and Assessment Act*) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

- (e) In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
  - (ii) when was the building work completed?
  - (iii) please state the builder's name and licence number;
  - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
- 17.
- (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
  - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
  - (b) Are there any party walls?
  - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

#### **Affectations/Benefits**

- 20.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
    - (i) whether there are any existing breaches by any party to it;
    - (ii) whether there are any matters in dispute; and
    - (iii) whether the licensor holds any deposit, bond or guarantee.
  - (b) In relation to such licence:
    - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
    - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
  - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
  - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
  - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
  - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
  - (e) any realignment or proposed realignment of any road adjoining the Property?
  - (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
- 23.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
  - (b) If so, do any of the connections for such services pass through any adjoining land?
  - (c) Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

#### **Capacity**

25. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

**Requisitions and transfer**

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.
28. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
29. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
30. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
31. The purchaser reserves the right to make further requisitions prior to completion.
32. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



MRS JANICE P PIEPER  
61 TRENTBRIDGE RD  
BELROSE NSW 2085

Our reference: 7156088318655

Phone: **13 28 66**

30 January 2025

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello JANICE,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

|                              |                                    |
|------------------------------|------------------------------------|
| Notice number                | 2411041154786                      |
| Vendor name                  | JANICE PATRICIA PIEPER             |
| Clearance Certificate Period | 30 January 2025 to 30 January 2026 |

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,

**Emma Rosenzweig**

Deputy Commissioner of Taxation

### Need help?

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



Revenue

Enquiry ID 4267486  
Agent ID 81429403  
Issue Date 30 Jan 2025  
Correspondence ID 1801333962  
Your reference Hamer & Hamer  
Balgowlah

INFOTRACK PTY LIMITED  
GPO Box 4029  
SYDNEY NSW 2001

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

**Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022.***

This information is based on data held by Revenue NSW.

---

| Land ID   | Land address                   | Taxable land value | Property Tax Status |
|-----------|--------------------------------|--------------------|---------------------|
| D240258/2 | 61 TRENTBRIDGE RD BELROSE 2085 | \$1 296 667        | Not Opted In        |

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2025 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

---

Yours sincerely,

Scott Johnston  
Chief Commissioner of State Revenue

## Important information

### Who is protected by a clearance certificate?

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

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

A certificate may be issued as 'clear' if:

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

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

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

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

### How do I clear a certificate?

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

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

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

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

### How do I get an updated certificate?

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

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

### Land value, tax rates and thresholds

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

## Contact details



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



1300 139 816\*



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

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

## NSW SWIMMING POOL REGISTER

### Certificate of Registration

#### Section 30C – Swimming Pools Act 1992

|                       |                                                    |
|-----------------------|----------------------------------------------------|
| Pool No:              | 406acab0                                           |
| Property Address:     | 61 TRENTBRIDGE ROAD BELROSE                        |
| Date of Registration: | 17 October 2013                                    |
| Type of Pool:         | An outdoor pool that is not portable or inflatable |
| Description of Pool:  | above ground                                       |

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

The issue of this certificate does not negate the need for regular maintenance of the pool.

Please remember:

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

You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.

This is NOT a Certificate of Compliance

## NSW SWIMMING POOL REGISTER

### Certificate of Non-compliance

#### Clause 21 – Swimming Pools Regulation 2018

Pool no: 406acab0  
Property address: 61 TRENTBRIDGE ROAD BELROSE  
Date of inspection: 04 February 2025  
Expiry date: 04 February 2026  
Issuing authority: Jennifer Elaine Rose - Registered Certifier - bdc2862

Did not comply with AS1926.1 (2012).

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

The swimming pool poses a significant risk to public safety

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

#### Non-compliance area/s:

|                            |                                     |                     |                                     |
|----------------------------|-------------------------------------|---------------------|-------------------------------------|
| Boundary fence             | <input checked="" type="checkbox"/> | Doors               | <input type="checkbox"/>            |
| Fence height               | <input checked="" type="checkbox"/> | Fence panels/gaps   | <input checked="" type="checkbox"/> |
| Gate closure               | <input type="checkbox"/>            | Gate latch          | <input type="checkbox"/>            |
| Non-ancillary structure    | <input type="checkbox"/>            | Non-climbable zones | <input checked="" type="checkbox"/> |
| Signage                    | <input checked="" type="checkbox"/> | Window              | <input type="checkbox"/>            |
| Other (see text box below) | <input checked="" type="checkbox"/> |                     |                                     |

walk around from retaining wall

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

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



## **NOTICE OF SWIMMING POOL NON-COMPLIANCE**

(Clause 22E, Swimming Pools Act 1992)

**Notice Date:** 04 February 2025

**Premises to which this notice relates:** 61 Trentbridge Road Belrose.

**Pool Installation Description:** Above-ground swimming pool

Further to your request for an inspection of the swimming pool barrier installation at the above premises, it is advised that an accredited pool certifier undertook an inspection on 04 February 2025.

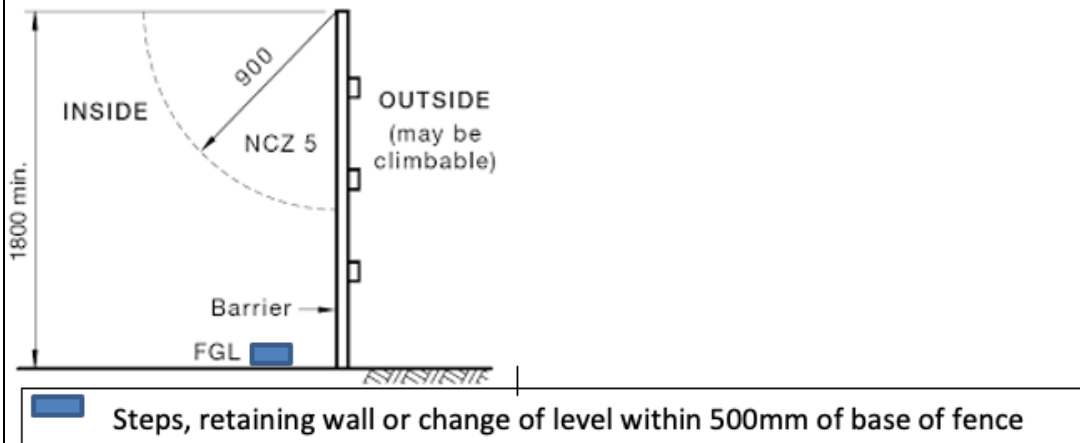
Such inspection was undertaken to determine whether the swimming pool's child resistant barrier was in compliance with the provisions of the Swimming Pools Act 1992 and if compliant, to permit the issue of a Certificate of Compliance under Section 22D of that Act.

I inform that the inspection revealed that the swimming pool's barrier installation was, at the time of inspection, not in compliance with the requirements of the Swimming Pool Act 1992. Consequently, the Certificate of Compliance cannot be issued. In this regard, the following table identifies the defect(s) that were evident and the suggested solution(s) for rectification.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>1. Defect/non-compliance identified</b></p> <p>The boundary fence had a ledge on the pool side of the fence that was within 900 mm of the top of the fence (NCZ 5).</p> <p><b>Suggested solution for rectification</b></p> <p>The rail can be shielded to prevent children using the rail to climb over the pool fence and into the pool enclosure. If the rail is to be shielded, the minimum angle or splay the shield can be is 60°.</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



See diagram below for boundary fence no-climb zone.



**2. Defect/non-compliance identified**

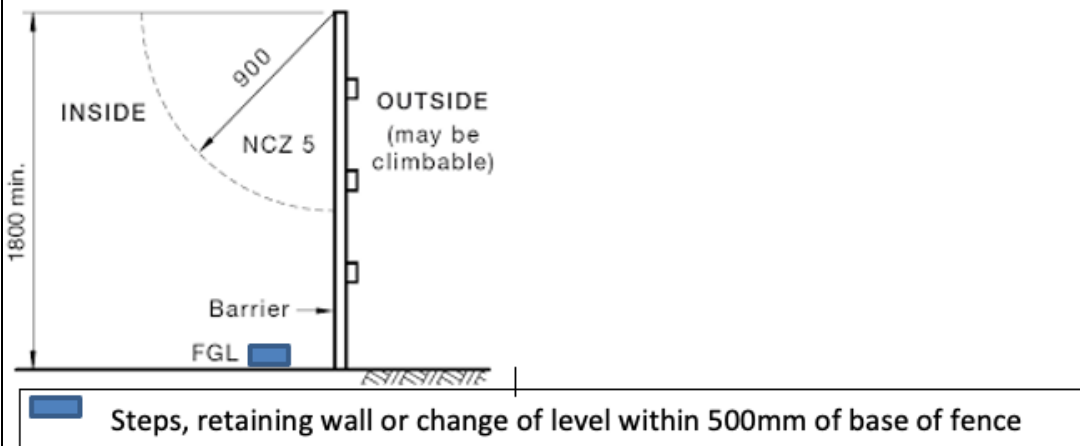
There was a pool vacuum cleaning pole hanging on the fence that was within the fence's Non-Climb Zone (NCZ). All climbable objects are required to be kept clear so that children cannot use any object close to the fence to assist them to climb into the pool enclosure.

**Suggested solution for rectification**

Remove the pool vacuum/net pole and support brackets from the fence.



See diagram below for boundary no-climb zone.



### 3. Defect/non-compliance identified

The effective height of the boundary fences was not 1800 mm or more. The height of the fences was measured from the top of the fence to the ground level on the pool side of the fence.

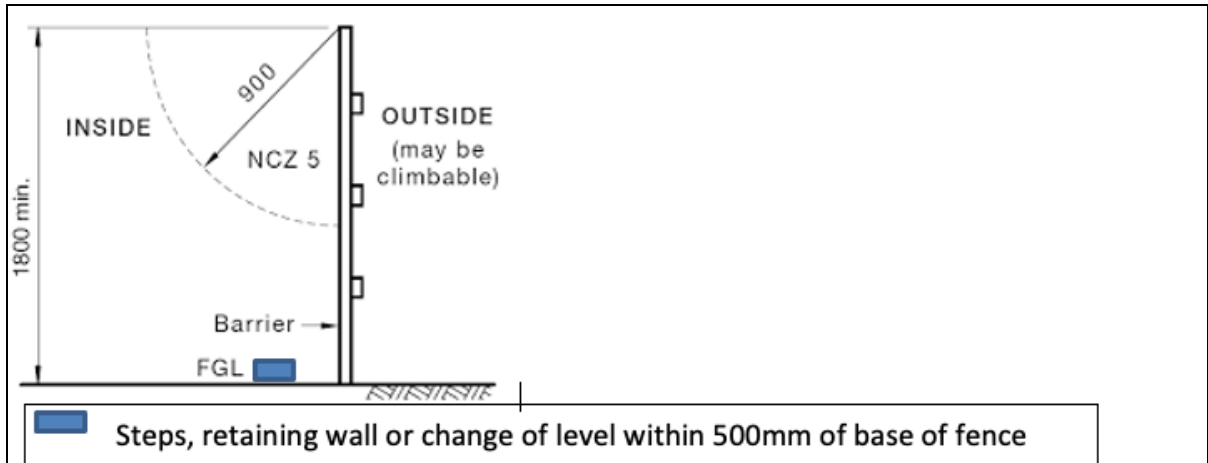
#### Suggested solution for rectification

Raise the boundary fences so they are 1800 mm or more in height (measured on the pool side of the fence). The 1800mm height must extend for 900mm past the intersection with the internal barriers. The height of a boundary fence is measured from the top of the fence to the ground level on the pool side of the fence. Where there is an object such as pavers, raised garden bed or decking etc within 500 mm of the boundary fence, the 1800 mm in height is measured to that object and not the ground. Alternatively, any ground or surface object on the pool side of the fence could be lowered or removed (500 mm or more away from the fence) so that the 1800 mm effective height of the fence is achieved. If the fence height is increased, the required 900 mm NCZ 5 is required to be measured from the top of the fence so that any fence extension construction provided on top of the existing fence must not have footholds greater than 10 mm wide within 900 mm of the top of the extended fence.





Below see boundary fence height requirements.



Below are some examples of increasing boundary fence height.



4. **Defect/non-compliance identified**  
 The pool was not provided with a resuscitation sign. Swimming pools are required to be

provided with a compliant resuscitation sign.

**Suggested solution for rectification**

Provide a new resuscitation sign that says all of the following:

- YOUNG CHILDREN SHOULD BE ACTIVELY SUPERVISED WHEN USING THIS SWIMMING POOL.
- POOL GATES MUST BE KEPT CLOSED AT ALL TIMES: and
- KEEP ARTICLES, OBJECTS AND STRUCTURES CLEAR OF THE POOL FENCE AT ALL TIMES.

The sign must also have:

- A simple flow sequence of illustrated drawings (with keywords only in bold print) showing CPR techniques for infants, children and adults.
- A statement to the effect that formal instruction in resuscitation is essential.
- The name of the teaching organisation or other body that published the sign: and
- The date of its publication.

The resuscitation sign must be located in a position visible from within the pool enclosure and the sign must be in good condition and legible from a distance of three (3) metres.

**5. Defect/non-compliance identified**

There was a gap in the internal pool fence greater than 100 mm. Gaps greater than 100 mm are not permitted in or under the pool fence.

**Suggested solution for rectification**

Reduce all gaps to less than 100 mm using permanent and structurally adequate construction.



**6. Defect/non-compliance identified**

The internal pool fence terminated at the retaining wall in such a manner that could allow children to climb around the end of the fence and into the pool enclosure.

**Suggested solution for rectification**

Shield the pool fence to prevent children from being able to climb around the end of the pool fence from the retaining wall. With the shielding a solid panel must be fastened to the outer edge of the adjoining barrier to prevent children from using the mid rail as a foothold.



See marked up photograph to show 900mm wide by 1200mm high shielding.



**7. Defect/non-compliance identified**

There were gaps under the internal pool fence and gate greater than 100 mm. Gaps greater than 100 mm are not permitted in or under the pool fence.

**Suggested solution for rectification**

Reduce all gaps under the pool fence to less than 100 mm using permanent and structurally adequate construction.



See images below for suggested solutions.



Further, it is advised that with respect to the above matter(s), it is the certifier's opinion that the swimming pool does not constitute a significant risk to public safety.

A copy of this notice will be forwarded to the local authority for the area in which the swimming pool is situated 6 weeks after the date of inspection, being 18 March 2024 (or such other time as may be prescribed by the regulations) if a certificate of compliance is not issued for the swimming pool before that time.

Pursuant to clause 18BA of the Swimming Pools Regulation, a Certificate of Non-compliance has also been issued by the certifier from the NSW Register of Swimming Pools, as a consequence of the inspection revealing the requirements for the issue of a Certificate of Compliance had not been met. Such Certificate of Non-compliance is enclosed.

NOTE: The swimming pool barrier was assessed using the following legislation and criteria: The Swimming Pools Regulation 2018, the Building Code of Australia and AS 1926.1 – 2012.

Should you have any further enquiries in relation to this matter, please do not hesitate to contact the certifier, Jennifer Rose, during normal office hours Monday to Friday.

Yours faithfully

Jennifer Rose

*Jenny Wren Pool Certification*  
0416 517 577

