

Contract for the sale of land – 2005 edition

TERM	MEANING OF TERM
Vendor's agent	SKYLINE REAL ESTATE of 3-7/14 Frenchs Forest Road, FRENCHS FOREST NSW 2086, tel: 9452 3444, fax: 9452 4555, Rod Cousins 0414 415 929
Co-agent	
Vendor	STEPHEN WILLIAM BENNETT and JOSETTE BENNETT of 13 Northcliffe Avenue, Narrabeena NSW 2099
Vendor's Solicitor	MICHAEL CLARKE & ASSOCIATES , 1338 Pittwater Road, NARRABEEN NSW 2101 (PO Box 21, NARRABEEN 2101), Tel: 9913 7334, Fax: 9913 7960
Completion date	84th day after the contract date (clause 15)
Land	13 NORTHCLIFFE AVENUE, NARRAWEENA
(Address, plan details and title reference)	Being Lot 85 in Deposited Plan 85/12200 (85/12200)
Improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> none <input type="checkbox"/> other:
Attached copies	<input checked="" type="checkbox"/> Documents in the List of Documents as marked or as numbered: 1,2,6,7,8 <input type="checkbox"/> Other documents:

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.	
Inclusions	<input type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> TV antenna <input type="checkbox"/> other:
Exclusions	
Purchaser	
Purchaser's solicitor	
Price	\$
Deposit	\$ (10% of the price, unless otherwise stated)
Balance	\$
Contract date	(if not stated, the date this contract was made)

Vendor _____ **Witness** _____

GST AMOUNT (optional)

The price includes
GST of \$ _____

Purchaser _____ JOINT TENANTS tenants in common in unequal shares **Witness** _____

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

Vendor duty is payable NO yes in full yes to an extent
 Deposit can be used to pay vendor duty NO yes
 Land tax is adjustable NO yes
 GST Taxable supply NO yes in full yes to an extent
 Margin scheme will be used in making the taxable supply NO yes

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

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

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

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

WARNINGS

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

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

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

DISPUTES

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

AUCTIONS

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

CERTIFICATE

I

Solicitor, of

New South Wales, certify as follows:-

1. I am a Solicitor currently admitted to practice in New South Wales.
2. I am giving this certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a Contract for Sale of property at:

13 NORTHCLIFFE AVENUE, NARRAWEEENA

From SW & J BENNETT (the Vendor)

to(the Purchaser)

in order that -

- the cooling off period under Section 66W of the Conveyancing Act is shortened

to

OR

- * there is no cooling off period in relation to the Contract.
3. I do not act for the Vendor and am not employed in the legal practice of a Solicitor acting for the Vendor, nor am I a member or employee of a firm of which a Solicitor acting for the Vendor is a member or employee.
 4. I have explained to the Purchaser:-
 - 4.1 the effect of the contract for the purchase of that property;
 - 4.2 the nature of this Certificate;
 - 4.3 the effect of giving this Certificate to the Vendor.

DATED:

.....
Solicitor

WARNING SWIMMING POOLS

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

WARNING SMOKE ALARMS

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

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When signing this contract you should be aware that you understand your rights and obligations, some of which are set out below. This contract form is supplied by law.

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

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

In this contract, these words (in any form) mean:

<i>adjustment date</i>	the date of the giving of possession to the purchaser or completion
<i>bank</i>	a bank as defined in the Banking Act 1959, the Reserve Bank or a State bank;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>clerk</i>	a clerk that is not accredited or state;
<i>conveyancing agent</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's solicitor);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in section 4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>notably</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>objection</i>	an objection, question or requisition that 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 party;
<i>settlement cheque</i>	an endorsed cheque made payable to the person to be paid and drawn on its own funds by: <ul style="list-style-type: none"> • a bank; or • a building society, credit union or other FCA institution as defined in Cheques Act 1986; that carries on business in Australia; or if authenticated in writing by the vendor or the vendor's solicitor, some other cheque; in relation to a party, the party's solicitor or licensed conveyancer named in this contract or in a notice served by the party.
<i>terminate</i>	terminate this contract for breach;
<i>vendor duty</i>	the duty imposed under Chapter 4 of the Duties Act 1997;
<i>within</i>	in relation to a period, at any time before or during the period;
<i>work order</i>	a valid instruction, advice or order that requires work to be done or money to be spent on or in relation to a property or any adjacent or adjacent path or road.

- 2 Deposit and other payments before completion**
- 2.1 The purchaser must pay the deposit to the *depositholder* or stakeholder.
- 2.2 Normally, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit only by unconditionally giving cash (up to \$2,000) or a *cheque* to the *depositholder* or to the *vendor's agent* or *vendor's solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 and 3 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 and 3 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each party tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the party who becomes obliged to it) with a *bank*, credit union or permanent building society, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the parties equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Payment of vendor duty out of the deposit**
- 3.1 This clause applies only if the contract says the deposit can be used to pay vendor duty.
- 3.2 If the amount held by the *depositholder* (disregarding the value of any bond or guarantee) exceeds the amount of *vendor duty*, the parties direct the *depositholder* to release the amount of *vendor duty* on the following terms -
- 3.2.1 the *depositholder* is to draw a *cheque* ("the vendor duty cheque") in favour of the Office of State Revenue and in a form acceptable to the Office of State Revenue for payment of *vendor duty*;
- 3.2.2 the *depositholder* is not to draw that *cheque* earlier than 14 days before the completion date; and
- 3.2.3 the receipt of a letter from the *vendor's solicitor* requesting the vendor duty cheque will be sufficient authority for the *depositholder* to draw and release that *cheque*;
- 3.3 The *vendor's solicitor* will use the vendor duty cheque for the sole purpose of payment of the *vendor duty* relating to this transaction;
- 3.4 If this contract is not completed in circumstances that there is, or may be, no liability for *vendor duty* -
- 3.4.1 if the vendor duty cheque has been forwarded to the *vendor's solicitor* but has not been used to pay *vendor duty*, that *cheque* must be returned immediately to the *depositholder* for cancellation;
- 3.4.2 if the vendor duty cheque has been used to pay *vendor duty* -
- the amount of *vendor duty* is repayable upon demand;
 - the vendor must lodge an application for refund of *vendor duty*; and
 - the vendor irrevocably authorises the Office of State Revenue to pay to the *depositholder* the refund of *vendor duty*;
- 3.4.3 each party must do whatever else is necessary to ensure that the party whose funds were used to pay *vendor duty* receives the refund; and
- 3.4.4 rights under this clause continue even if the contract has been *rescinded* or *terminated*.
- 4 Transfer**
- 4.1 Normally, the purchaser must *serve* the form of transfer at least 14 days before the completion date.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 4.5 If this sale is exempt from *vendor duty* -
- 4.5.1 the vendor can (but does not have to) *serve* an application for exemption from *vendor duty* in the form satisfactory to the Office of State Revenue within 7 days after the contract date;
- 4.5.2 if that application is attached to this contract or has been provided to the purchaser before the contract date, the application is *served* on the contract date; and
- 4.5.3 if the vendor complies with clause 4.5.1 -
- the purchaser must have the form of transfer marked by the Office of State Revenue in relation to *vendor duty* before *serving* the form of transfer; and
 - on completion the vendor must pay to the purchaser \$33.
- 5 Requisitions**
- If the purchaser is or becomes entitled to make a *requisition*, the purchaser can make it only by *serving* it -
- 5.1 if it arises out of this contract or it is a general question about the *property* or title - within 21 days after the contract date;
- 5.2 if it arises out of anything *served* by the vendor - within 21 days after the later of the contract date and that *service*; and
- 5.3 in any other case - within a reasonable time.
- 6 Error or misdescription**
- 6.1 The purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

The purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*, etc;

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 *vendor* must complete and if the contract is completed

7.2.1 the *vendor* must pay to the purchaser the amount of the total amount claimed plus 4% of the price must be paid out of the price (or any fund by or for the purchaser) with the claim; or

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 or at his date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 2 months after completion, the claims lapse.

8 Vendor's right to rescind

The vendor can *rescind* if -

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

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

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

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either -

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover -

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of -

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another *property*, or any service for another *property* passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;

10.1.6 a condition, exception, reservation or restriction in a Crown grant;

10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;

10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or

10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage or writ)

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions;

10.3 Normally, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to receive 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 its 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 a copy (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 it has appointed for completion.

13 Goods and services tax (GST)

- 13.1 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the GST Act.
- 13.2 *Normally* if a party must pay the price or any other amount to the other party under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a party must make an adjustment, pay an expense of another party or pay an amount payable by or to a third party (for example, under clauses 14 or 20.7) -
- 13.3.1 the party must adjust or pay on completion any GST added to or included in the amount; but
- 13.3.2 if the contract says this sale is a taxable supply and payment would entitle the party to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding the GST rate.
- 13.4 If this contract says this sale is the supply of a going concern -
- 13.4.1 the parties agree the supply of the property is a supply of a going concern,
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business like way;
- 13.4.3 if the purchaser is not registered by the completion date, the parties must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the GST rate (the retention sum). The retention sum is to be held by the depositholder and dealt with as follows:
 - if within 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered, the depositholder is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter within 3 months of completion, the depositholder is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally* the vendor promises the margin scheme will not apply to the supply of the property.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the parties agree that the margin scheme is to apply to the sale of the property.
- 13.7 If this contract says this 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 applied to a taxable supply.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The parties must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under legislation, the parties must on completion adjust the reduced amount.
- 14.4 The parties must adjust land tax for the year current at the *adjustment date*.
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable.
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year -
- the person who owned the land owned no other land,
 - the land was not subject to a special trust or owned by a non-concessional company, and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the parties must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so -
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the cheque must be forwarded to the payee immediately after completion (by the purchaser if the cheque relates only to the property or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the property or any adjoining footpath or road.

15 Completion date

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

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the property.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the property (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the property does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.
- 16.6 If the purchaser serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.
- Purchaser
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque*, the price (less any deposit paid) and any other amount payable by the purchaser under this contract (less any amount payable by the vendor to the purchaser under this contract).
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra cheque.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- Place for completion
- 16.11 *Normally*, the parties must complete at the completion address, which is -
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's solicitor's address stated in this contract.
- 16.12 The vendor, by reasonable notice, can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the property on completion.
- 17.2 The vendor does not have to give vacant possession if -

- 17.2.1 the contract says that the site is subject to existing tenancies, and
 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation)
- 17.3 Normally, the purchaser can claim compensation (before or after completion) or rescind if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the property before completion.
- 18.2 The purchaser must not, before completion -
 18.2.1 take or part with possession of any of the property,
 18.2.2 make any alteration or addition to the property, or
 18.2.3 make any agreement between the parties or any direction, detour, injunction, notice or order affecting the property.
- 18.3 The purchaser must take completion -
 18.3.1 keep the property in good condition and repair having regard to its condition at the giving of possession, and
 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the property passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor -
 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate mentioned in Schedule J of the Supreme Court Rules 1970.
- 18.6 If this contract is rescinded or terminated the purchaser must immediately vacate the property.
- 18.7 If the parties or their solicitors on their behalf do not agree in writing to a fee or cost, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a party a right to rescind, the party can exercise the right -
 19.1.1 only by serving a notice before completion, and
 19.1.2 in spite of any making of a claim or requisition, any attempt to satisfy a claim or requisition, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 Normally, if a party exercises a right to rescind expressly given by this contract or any legislation -
 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 19.2.2 a party can claim for a reasonable adjustment if the purchaser has been in possession;
 19.2.3 a party can claim for damages, costs or expenses arising out of a breach of this contract; and
 19.2.4 a party will not otherwise be liable to pay the other party any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The parties acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a party consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A party's solicitor can receive any amount payable to the party under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is -
 20.6.1 signed by a party if it is signed by the party or the party's solicitor (apart from a direction under clause 4.3);
 20.6.2 served if it is served by the party or the party's solicitor;
 20.6.3 served if it is served on the party's solicitor, even if the party has died or any of them has died;
 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
 20.6.5 served if it is sent by fax to the party's solicitor, unless it is not received;
 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another party of doing something is an obligation to pay -
 20.7.1 if the party does the thing personally - the reasonable cost of getting someone else to do it; or
 20.7.2 if the party pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, and 17 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any legislation includes a reference to any corresponding later legislation.
- 20.12 Each party must do whatever is necessary after completion to carry out the party's obligations under this contract.
- 20.13 Neither taking possession or serving a transfer of itself implies acceptance of the property or the title.
- 20.14 The details and information provided in this contract (for example, on page 1) are, to the extent of each party's knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clause 2 (deposit).
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract -
- 'change', in relation to a scheme, means -
- a registered or registrable change from by-laws set out in this contract or set out in legislation and specified in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 'common property' includes association property for the scheme or any higher scheme;
- 'contribution' includes an amount payable under a by-law;
- 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- the *property* includes any interest in common property for the scheme associated with the lot;
- 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are normal expenses, due to fair wear and tear, disclosed in this contract or covered by moneys held in the sinking fund.
- 23.3 Clauses 11, 14.8 and 18.6 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- 23.5 The parties must adjust under clause 14.1 -
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract -
- 23.6.1 the vendor is liable for it if it was levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
- 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
- 23.6.3 the purchaser is liable for all other contributions levied after the *contract date*.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.
- 23.8 *Normally*, the purchaser cannot seek - a claim or *requestion* or *rescind* or *terminate* in respect of -
- 23.8.1 an existing or future claim, 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* -
- 23.9.1 the special expenses of the owners corporation, at the later of the *contract date* and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme -
- a proportional unit entitlement for the lot is not disclosed in this contract; or
 - a proportionate unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; or
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- 23.10 The purchaser must give the vendor 2 copies of the proper form of notice of the transfer of the lot addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each party on who also give the notice as agent for the other.
- 23.13 The vendor must serve a certificate under section 169 Strata Schemes Management Act 1996 or section 26 Community Land Management Act 1999 in relation to the lot, the scheme or any higher scheme at least 7 days before the completion date.

- 23.14 The purchaser does not have to complete earlier than 7 days after service of the certificate and clause 23.3 does not apply to this provision.
- 23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.17 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- 23.18 If a general meeting of the owners corporation is convened before completion -
- 23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it, and
- 23.18.2 the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the adjustment date -
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the adjustment date any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the property is to be subject to a tenancy on completion or is subject to a tenancy on completion -
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 normally, the purchaser can claim compensation (before or after completion) if -
- any of Parts 2 to 7 of the Retail Leases Act 1994 applies to the tenancy, unless the contract discloses that the tenancy commenced on or after 1 August 1994;
 - a disclosure statement required by the Act was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Act.
- 24.4 If the property is subject to a tenancy on completion -
- 24.4.1 the vendor must allow or transfer -
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose;
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose; and
- 24.4.2 if the security is not transferable, each party must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser -
- a proper notice of the transfer addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given to the tenant under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in the contract and is to be complied with after completion.
- 24.5 Rights under this clause continue after completion, whether or not other rights continue.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it)
- 25.1.1 is under qualified, limited or old system title, or
 - 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been sent 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 order, in the list a respect of each document -
- 25.4.1 shows its date, extent, 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 purchased interest, must include an abstract of the lease and any higher lease,
 - 25.5.3 normally, need not include a Crown grant; and
 - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900
- 25.6 in the case of land under old system title -
- 25.6.1 in this contract 'transfer' means conveyance;
 - 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
 - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest
- 25.7 In the case of land under limited title but not under qualified title -
- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
 - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
 - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in legible form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar General of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the parties must adjust any interest under clause 14.1.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 if consent is refused, either party can *rescind*.
- 27.5 if consent is given subject to one or more conditions that will substantially disadvantage a party, then that party can *rescind* *within 7 days* after receipt by or *service* upon the party of written notice of the conditions.
- 27.6 If consent is not given or refused -
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
 - 27.6.2 *within 30 days* after the application is made, either party can *rescind*.
- 27.7 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate title for the lot.
- 27.9 The completion date becomes the later of the completion date and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

- 28.1 This clause applies *only* if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

- 28.3 If the plan is not registered *within that time and in that manner* -
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2
- 28.4 Either party can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The completion date becomes the later of the completion date and 21 days after service of the notice
- 28.6 Clauses 28.2 and 28.3 apply to a plan that is to be registered before the plan is registered
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a party, then it benefits only that party.
- 29.4 If anything is necessary to make the event happen, each party must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A party can *rescind* under this clause only if the party has substantially complied with clause 29.4
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a party who has the benefit of the provision, the party can *rescind* within 7 days after either party serves notice of the condition
- 29.7 If the parties can lawfully complete without the event happening -
- 29.7.1 If the event does not happen within the time for it to happen, a party who has the benefit of the provision can *rescind* within 7 days after the end of that time.
- 29.7.2 If the event involves an approval and an application for the approval is refused, a party who has the benefit of the provision can *rescind* within 7 days after either party serves notice of the refusal;
- 29.7.3 The completion date becomes the later of the completion date and 21 days after the earliest of -
- either party serving notice of the event happening;
 - every party who has the benefit of the provision serving notice waiving the provision;
 - the end of the time for the event to happen
- 29.8 If the parties cannot lawfully complete without the event happening -
- 29.8.1 if the event does not happen within the time for it to happen, either party can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either party can *rescind*;
- 29.8.3 the completion date becomes the later of the completion date and 21 days after either party serves notice of the event happening.
- 29.9 A party cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

THESE ARE THE SPECIAL CONDITIONS ANNEXED TO THE AGREEMENT FOR SALE OF LAND BETWEEN STEPHEN WILLIAM BENNETT and JOSETTE BENNETT (as vendor) and (as purchaser)

DATED THIS DAY OF 2010

1. This Contract shall be read and construed by amendment to the Standard Conditions as follows:
 - (a) delete clause 4.5;
 - (b) delete the words in clause 7.1.1 and replace with the words "the total amount claimed exceeds \$1,000.00";
 - (c) delete "plus another 20%" in clause 16.5;
 - (d) delete in clause 16.8 "\$10" and replace with "\$5".
2. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party hereto at law or in equity had this clause not been included it is agreed that should either party prior to completion die or become mentally ill (as defined in the Mental Health Act 1958) then the other party may rescind this Contract by notice in writing whereupon the provisions of clause 19 shall apply.
3. Should completion not take place by 3.00pm on the last day of the period stated in this Contract then either party may immediately serve on the other a Notice to Complete making time of the essence of this Contract and it is mutually agreed between the parties that fourteen (14) days shall be sufficient and reasonable notice for the purpose of the Notice to Complete and for the purpose of making time of the essence.
4. The purchasers acknowledge that they do not rely on any warranty or representation made by the vendor or any person on behalf of the vendor except such as are expressly provided herein but that they have relied entirely upon their own enquiries relating to the property and their inspection thereof. The purchasers further acknowledge that they accept the property and any fixture or fittings included in the Agreement in their present condition and state of repair. The purchasers further acknowledge that they will not make any objection, requisition or claim for compensation in respect of the age, condition and/or state of repair of the property and the inclusions.
5. All fences and other improvements erected on the land sold shall be accepted by the purchaser as at present erected and no objection or requisitions shall be made or compensation claimed if it should be established prior to completion that the fences are not on the boundaries.
6. The purchaser warrants to the vendor that if it is a "foreign corporation" or "foreign person" as defined in the Foreign Acquisition and Takeovers Act 1975 ("the Act") it has obtained the consent of the Foreign Investment Review Board in accordance with the provisions of the Act to its purchase of the property. The purchaser hereby indemnifies

the vendor against all liability, loss, damage and expenses the vendor may suffer or incur as a direct or indirect consequence of a breach of this warranty.

7. If as a result of the default of the Purchaser completion of this Contract does not take place by the completion date then:
 - (a) without prejudice and in addition to any other remedies available to the Vendor the Purchaser will pay liquidated damages to the Vendor on completion;
 - (b) the liquidated damages must be a sum equivalent to interest on the balance of the purchase price calculated at the rate of ten percent (10%) per annum from and including the completion date up to and including the actual day of completion and a further sum of \$275.00 for the Vendor's additional legal costs associated with the Purchaser's failure to complete on time;
 - (c) the liquidated damages payable under 7(b) are agreed by the parties to be a genuine pre-estimate of the Vendor's actual damages;
 - (d) the payment of liquidated damages is an essential term as to the completion of this Contract.
8. The Purchaser warrants that he was not introduced to the property or to the Vendor by an agent other than the agent named as the Vendor's agent and agrees to indemnify the Vendor in respect of any claim for compensation or commission against the Vendor by any agent other than the agent named as the Vendor's agent for introducing the Purchaser to the property or to the Vendor and this warranty and indemnity shall not merge on completion.
9. Despite any other provision of this Contract if:
 - (a) the deposit agreed to be paid (or actually paid by the Purchaser) is less than ten percent (10%) of the purchase price; and
 - (b) the Vendor becomes entitled to the deposit actually paid by virtue of clause 9.1 of the Standard Conditions

The Purchaser will immediately upon demand pay to the Vendor the difference between ten percent (10%) of the purchase price and the amount actually paid (to the intent that a full ten percent (10%) of the purchase price is forfeitable by way of deposit upon default pursuant to clause 9 of the Standard Conditions).

10. In the event that a swimming pool is included in the property the subject of this contract then the purchaser shall take the swimming pool and surrounds and fencing, if any, in its present state of repair and will not make any objection, requisition or claim for compensation in relation thereto or as to any compliance or otherwise with the Swimming Pools Act 1992 by the swimming pool surrounds and in particular should the purchaser require a swimming pool fence or should any competent authority issue any notice requiring the erection of a swimming pool fence or other work be required

pursuant to the Swimming Pools Act 1992 such fence shall be erected or work carried out by the purchaser at the purchaser's expense.

11. The Purchaser expressly acknowledges and represents to the Vendor that:-
- (a) prior to the exchange of this Contract the Purchaser has obtained approval for such financial assistance or loans as he may need to complete this Contract;
 - (b) such financial assistance or loans are on reasonable terms and satisfactory to the Purchaser; and
 - (c) the Purchaser acknowledges that the Vendor in entering into this Contract with the Purchaser is relying upon this representation in order to enter into binding contractual and/or financial obligations (including but not limited to a contract for the purchase of real estate) after the exchange of this Contract and prior to its completion.

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

PLAN: DP12200

SEARCH DATE	TIME	SECTION NO	DATE
26/10/2010	9:48 AM	3	5/8/1997

LAND

LOT 85 IN DEPOSITTED PLAN 12200
AT BROOKEVALE
LOCAL GOVERNMENT AREA WARRINGAH
PARISH OF MARGY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP12200

FIRST SCHEDULE

STEPHEN WILLIAM BENNETT
JOSEFTE BENNETT
AS JOINT TENANTS (P 0294421)

SECOND SCHEDULE (1 NOTIFICATION)

1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
CONDITIONS IN FAVOUR OF THE CROWN (SEE CROSS GRANT(S))

MUTATIONS

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

*** END OF SEARCH ***

HAZ DATED:

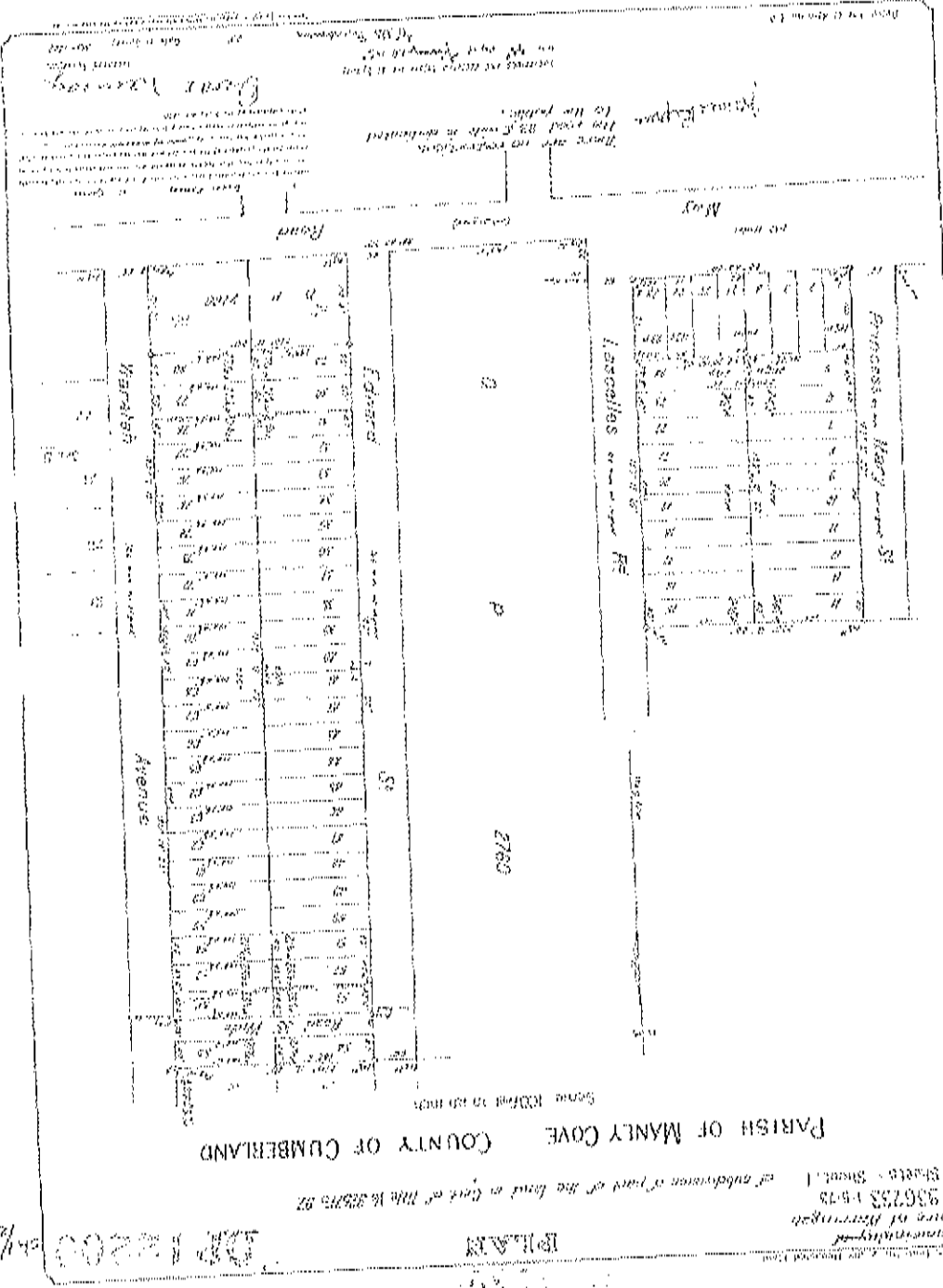
PRINTED ON 26/10/2010

Any entries preceded by an asterisk do not appear on the current edition of the certificate of title.
Warning: the information appearing under mutations has not been formally recorded on the Register.
Hazlett Information Services hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2)
of the Real Property Act 1900.
Level 4, 122 Castlereagh Street, Sydney 2000 - DX 1078 SYDNEY
PHONE: (02) 9261 5211 FAX: (02) 9269 7762
www.hazlett.com.au



SECTIONAL PLAN
 No. 1000
 1000

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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PARISH OF MANLY COVE
 COUNTY OF CUMBERLAND

of subdivision of part of the land in Cert of Title No. 25270 92
 2 Sheets - Sheet 1
 A. 936733 1973
 Shire of Manly
 Manly

2763

MANLY



SECTIONAL PLAN
 No. 1000
 1000

SECTIONAL PLAN
 No. 1000
 1000



Date Printed: 28 October 2010

Certificate Number: PLC2010/4090



Applicant Reference: rosemary hennoff

Receipt Number: 100107262

Michael Clarke & Assoc
PO Box 21
NARRABEEN NSW 2101

Property Address: 13 Northcliffe Avenue--NARRAWEENA NSW 2099

Legal Description: Lot 85 DP 12200

Property ID: 124787

1 Names of relevant planning instruments and DCPs

1.1 The name of each environmental planning instrument that applies to the carrying out of development on the land

Warringah Local Environmental Plan 2000

See Attachment "A" for all other environmental planning instruments that apply to the carrying out of development on the land

1.2 The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or a public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved)

Draft State Environmental Planning Policy (Competition) 2010

Draft Warringah Local Environmental Plan 2009

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

Warringah Development Control Plan, and

Warringah Development Control Plan – Belrose Road Corridor, applies to all land that lies within the C11 Belrose Road Corridor Locality of Warringah Local Environmental Plan 2000.

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

2 Zoning and land use under relevant LEPs

2.1 Zoning and land use under WLEP 2000

(a) The land is identified by WLEP 2000 as being within a Locality

F4 Brookvale Valley

A Medium Density Area:

No

A Local Retail Centre



No

A Crossed Hatched Area:

No

Public Open Space:

No

A Local Public Open Space Reservation

No

A Regional Public Open Space Reservation:

No

An Arterial Road Reservation

No

A Heritage Conservation Area:

Refer Locality Statement (attached)

An Archaeological Site

No

(b) The purposes for which WLEP 2000 provides that development may be carried out within this locality without the need for development consent

Clause 7 of WLEP 2000 provides that all development requires consent except:-

- (i) exempt development, being development of minimal environmental impact identified in Schedule 1 (Exempt Development) when carried out in accordance with the requirements of that Schedule, and
- (ii) development identified in Schedule 2 (Other Development not requiring consent), when carried out in accordance with the requirements of that Schedule.

(c) The purposes for which WLEP 2000 provides that development is prohibited within the locality

Clause 10 of WLEP 2000 provides that the following development is prohibited:-

- (i) development identified as being prohibited within a Locality Statement, and
- (ii) signs of the type listed in Schedule 4 (Prohibited Signs).

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

The erection of a dwelling house is permitted subject to any housing density requirements set out in the attached locality statement.

(e) Whether the land includes or comprises critical habitat

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

(f) Whether the land is in a conservation area

Refer Locality Statement (attached)

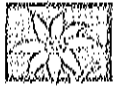
(g) Whether a heritage item is situated on the land

Refer Locality Statement (attached)

2.2 Zoning and land use under Draft Warringah Local Environmental Plan 2009

(a) The land is identified by Draft Warringah Local Environmental Plan 2009 as being within the following zone

Draft LEP - Land zoned R2 Low Density Residential



(b) The purposes for which Draft Warringah Local Environmental Plan 2009 provides that development may be carried out within the zone without the need for development consent

Part 3 of Draft Warringah Local Environmental Plan 2009 provides that development specified in Schedule 2 (Exempt Development) that meets the standards for development contained in that schedule and that complies with the requirements of Part 3 is exempt development.

(c) The purposes for which Draft Warringah Local Environmental Plan 2009 provides that development may not be carried out within the zone except with development consent

Please refer to the extracts of draft Warringah Local Environmental Plan 2009 (attached)

(d) The purposes for which Draft Warringah Local Environmental Plan 2009 provides that development is prohibited within the zone

Please refer to the extracts of draft Warringah Local Environmental Plan 2009 (attached)

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

No

(f) Whether the land includes or comprises critical habitat

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

(g) Whether the land is in a conservation area

No

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

No

3 Complying Development under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

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

No

Why?

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 does not apply to land to which Warringah Local Environmental Plan 2000 applies.

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

No

Why?

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 does not apply to land to which Warringah Local Environmental Plan 2000 applies.

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

No

Why?

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 does not apply to land to which Warringah Local Environmental Plan 2000 applies.

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

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



5. *Whether or not the land is proclaimed to be a mine subsidence district within the meaning of Section 15 of the Mines Subsidence Compensation Act 1961*
- No
6. *Whether or not the land is affected by any road widening or road realignment under -*
- (a) *Division 2 of Part 3 of the Roads Act 1993.*
- No
- (b) *any environmental planning instrument*
- No
- (c) *any resolution of Council*
- No
7. *Whether or not the land is affected by a policy that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulfate soils, or any other risk (other than flooding) -*
- (a) *as adopted by Council*
- Land is identified as landslip
- (b) *as adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in a planning certificate issued by the Council*
- Bushfire Prone Land
- 7a. *Flood related development controls information*
- Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls*
- No
- (b) *Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls*
- No
- (c) *Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006*
8. *Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act*
- If answer is YES in question 2 to any of the points Public Open Space, Local Public Open Space Reservation, Regional Public Open Space Reservation, Local Road Reservation or Arterial Road Reservation on this certificate then the answer to this question is "YES".
9. *The name of each contributions plan applying to the land*
- Warringah Section 94 Development Contributions Plan 2001 and Warringah Section 94A Development Contributions Plan 2008 (adopted 10 June 2008). Please contact Council's Planning and Assessment Counter for more information.
10. *Whether the land is land to which a broabanking agreement under Part 7A of the Threatened Species Conservation Act 1995 relates (but only if council has been notified of the existence of the agreement by the Director -General of the Department of Environment and Climate Change and Water)?*
- No
11. *Bush Fire Prone Land*
- Yes
12. *Is the land subject to a property vegetation plan made under the Native Vegetation Act 2002?*
- No



**Section 149 (2&5) Environmental Planning and
Assessment Act, 1979 (As Amended)**

- 13 *Whether an order has been made under the Tress (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if the Council has been notified of the order)*

No

- 14 *Is there a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect?*

No

- 15 *(a) Is there a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land?*

No

For what period is the certificate current?

not applicable

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

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

No

- 16 *Is there a valid site compatibility certificate (infrastructure), of which the council is aware, in respect of proposed development on the land?*

No

For what period is the certificate current?

not applicable

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

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

No

For what period is the certificate current?

Not Applicable

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

(b) Are there any terms of a kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land?

No

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

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

No

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

No



Warringah Council

Section 149 (2&5) Environmental Planning and Assessment Act, 1979 (As Amended)

(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued,
 No

(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,
 No

(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate
 No

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

Notifications issued within Warringah in accordance with the Nation Building and Jobs Plan (State Infrastructure Delivery Act) 2009

The NSW Infrastructure Co-ordinator General has issued an order under Section 23 and an authorisation under Section 24 for the carrying out of development on the sites tabled below. The order and authorisation may exempt these projects from complying with certain development control legislation.

Address	Lot/DP Description	Property Name	Date Issued	Description of Project
Lot 741 Alfred Street, Narraroonna	Lot 742 DP 752038	Narraroonna Public School	22 July 2009	A multi-purpose hall and covered outdoor learning area and associated site works.
Lot 2503 Barendse Street, Belrose	Part Lot 2503 DP 752038	Yonginbrook School, Belrose	7 September 2009	Extension of the gymnasium to provide a stage, store, toilets, covered area, ramps and associated site works, removal of two trees and landscaping.
6-8 Wyatt Avenue, Belrose	Lot 1 DP 601101	John Colet School	24 September 2009	Construction of a covered outdoor learning area, covered walkway and associated works.
1 Dreadnought Road Oxford Falls	Lot 10 DP 910343	St Pius X College	8 October 2009	Construction of a multi-purpose hall and associated works.
33 and 35 Myeera Road, Torrey Hills	Lot 1 DP 1132710 and Lot 59 DP 752017	German International School Sydney	12 October 2009	Subdivision of the land, construction of a single storey library building and single storey classroom building, construction of a sports field, extension of an existing internal driveway and a new exit to Myeera Road, and associated works comprising excavation, earthworks, drainage, ramps, pathways, tree removal and landscaping.
220 Forest Way, Belrose	Lot 1973 DP 752039	Karlens Rudolf Steiner School	7 October 2009	Extension to an existing school building comprising a hall/auditorium, classrooms, amenities, canteen and store rooms, landscaping, pathways, replacement of a roof and associated works.
2-8 Old Pittwater Road, Brookvale	Lot B DP 311452, Lot 1 DP 919796, Lot 2 DP 209793, Lot 1 DP 229795, Lot 14 DP 5876, Lot 1 DP 209019, Lot 13 DP 5876, Lot 17 DP 3974, Lot 1 DP 365896, Lot 15 DP 5876, Lot 2 DP 209019, Lot 1 DP 047995	Brookvale Public School	17 November 2009	Construction of a new library building and internal alterations to two (2) existing buildings, including the demolition of an existing metal clad classroom, relocation of play equipment, erection of a new shade structure, removal of existing areas of hard stand, and associated works.

For further details please contact the Nation Building and Jobs Plan Taskforce on telephone No. 9928 2520



Section 149 (2&5) Environmental Planning and
Assessment Act, 1979 (As Amended)

Under The Provisions of Section 149(5) of the Environmental Planning and Assessment Act.

1. (a) In respect of landsip Council provides the following:-
Yes
- (b) Whether any instrument or resolution of Council varies or proposes to vary the provisions of an environmental planning instrument, other than as referred to in the Certificate under section 149(2) -
No
- (c) Whether the land or any item on the land is affected by an order under section 24 or section 25 of the Heritage Act 1977
No
- (d) Is the land subject to Councils interim policy and interim guidelines for development and use of the land likely to be affected by 1:100 year flood – Development and subdivision applications may be subject to the floor affected controls
No
- (e) Is the land subject to Councils resolution of 26th August 1997 – Assessment of Development applications will be made by reference to the Collaroy/Narrabeen Coastline Management Plan- Development Guidelines for Collaroy/Narrabeen Beach – A copy of the Guidelines are contained in Schedule 13 of WLEP 2000.
No
2. Threatened Species
- (a) Does this land have the potential to contain one or more of the following endangered or vulnerable ecological communities as described in the final determination of the scientific committee to list the ecological communities under Part 3 of Schedule 1 and Part 2 of Schedule 2 Threatened Species Conservation Act 1995(NSW)?
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
Thomada grasslands on Seacliffs and Coastal Headlands
Sydney Freshwater Wetlands in the Sydney Basin Bioregion
No
- (b) Is this land known to contain threatened species as described in the final determination of the scientific committee to list endangered and vulnerable species under part 1 of Schedule 1 and part 1 of Schedule 2 Threatened Species Conservation Act 1995 (NSW)?
No
3. Is the property classified as Bushfire Prone Land under the Draft Warringah Bushfire Prone Land Map 2008?
Yes



**Warringah
Council**

Section 149 (2&5) Environmental Planning and Assessment Act, 1979 (As Amended)

Additional Information

- a. 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 bushfire matters. Contact NSW Rural Fire Service.
- b. Many Aboriginal objects are found within the Local Government Area of Warringah. It is prudent for the purchaser of land within such area to make enquiry of the Director-General of National Parks and Wildlife whether he/she is aware of any Aboriginal objects on the subject land or whether the land has been declared as an Aboriginal place under the National Parks and Wildlife Act 1974 (NSW). Such Director-General has wide powers to prevent the carrying out of work on land which is likely to significantly affect an Aboriginal object or Aboriginal place.
- c. Information available to Council indicates properties within the catchments of Frenchs Creek and Burnt Bridge Creek, and properties in the vicinity of Dee Why Central Business District and Ryan Place Beacon Hill, may be flood affected. Council's Natural Environment Division can be contacted for further information.

The advice above is provided in good faith and the Council shall not incur any liability in respect of any such advice.



Warringah
Council

Section 149 (2&5) Environmental Planning and Assessment Act, 1979 (As Amended)

Disclaimer

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

for Rick Hart
GENERAL MANAGER
WARRINGAH COUNCIL



**Section 149 (2&5) Environmental Planning and
Assessment Act, 1979 (As Amended)**

ATTACHMENT 'A'

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

Clause 1.1 of the Section 149(2) Certificate

SYDNEY REGIONAL ENVIRONMENTAL PLAN (Sydney Harbour Catchment) 2005 - Gazetted 28/09/2005

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

STATE ENVIRONMENTAL PLANNING POLICY NO. 30 – Intensive Agriculture – Gazetted 08/12/1989 Amended 20/08/1993, 24/02/1995, 11/06/1999 and 04/08/2000

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

STATE ENVIRONMENTAL PLANNING POLICY NO.32 –Urban Consolidation (Redevelopment of Urban Land) - Gazetted 15/11/1991

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

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

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

STATE ENVIRONMENTAL PLANNING POLICY NO.50 – Canal Estates – Gazetted 10/11/1997

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

STATE ENVIRONMENTAL PLANNING POLICY NO. 55 – Remediation of Land - Gazetted 28/08/1999

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

STATE ENVIRONMENTAL PLANNING POLICY NO. 62 – Sustainable Aquaculture -Gazetted 01/10/2000

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

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

STATE ENVIRONMENTAL PLANNING POLICY NO. 64 – ADVERTISING AND SIGNAGE - Gazetted 16/03/2001

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

STATE ENVIRONMENTAL PLANNING POLICY NO. 65 – Design Quality of Residential Flat Development - Gazetted 26/07/2002 Aims to improve the design quality of residential flat development in New South Wales.

STATE ENVIRONMENTAL PLANNING POLICY NO. 71 - Coastal Protection - Gazetted 01/11/2002 (and in force in Warringah from 18/11/2005) Aims to protect and manage the natural, cultural, recreational and economic attributes of the New South Wales coast. The policy identifies sensitive coastal locations and sets down additional planning criteria to be considered in those areas.

STATE ENVIRONMENTAL PLANNING POLICY (Housing for Seniors or People with a Disability) 2004 - Gazetted 31/09/2004, Repealed by SEPP (Seniors Living) Housing for Seniors or People with a Disability) 2004 and effective 12/10/07



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

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

STATE ENVIRONMENTAL PLANNING POLICY (Building Sustainability Index: BASIX) 2004 - Gazetted 25.06.2004

The aim of the policy is to encourage sustainable residential development (the BASIX scheme), specifically to achieve a reduction in the consumption of water and reduction in energy use leading to less green house gas emissions.

STATE ENVIRONMENTAL PLANNING POLICY (Sydney Metropolitan Water Supply) 2004 - Gazetted 24.12.2004. The aims

of the policy are to facilitate development for water supply infrastructure to enable deep water extraction from dams, and to facilitate investigation into the availability of groundwater to augment water supply to the Sydney metropolitan area (including the carrying out of exploratory drilling)

STATE ENVIRONMENTAL PLANNING POLICY (Temporary Structures and Places of Public Entertainment) 2007 -

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

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

STATE ENVIRONMENTAL PLANNING POLICY (MAJOR PROJECTS) 2005

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

STATE ENVIRONMENTAL PLANNING POLICY (Sydney Region Growth Centres) 2005

Gazetted: 28.07.05. Abstract: Provides for the coordinated release of land for residential, employment and other urban development in the North West and South West growth centres of the Sydney Region (in conjunction with Environmental Planning and Assessment Regulation relating to precinct planning)

STATE ENVIRONMENTAL PLANNING POLICY (INFRASTRUCTURE) 2007

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

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

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

STATE ENVIRONMENTAL PLANNING POLICY (AFFORDABLE RENTAL HOUSING) 2009

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

LOCALITY F4 BROOKVALE VALLEY

DESIRED FUTURE CHARACTER

The Brookvale Valley locality will remain an area characterised by a mixture of detached style housing and apartment style housing interspersed with a range of complementary and compatible uses. In order to protect the bushland and scenic quality of the Valley and to maintain the water quality of Greendale Creek, the head of the Brookvale Valley, as shown cross-hatched on the map, will remain as undeveloped bushland except for the land at Lot 7 DP 236335 where a maximum of one dwelling may be erected provided the design and construction of that development has regard to the topography, potential slip and sensitive visual character of the land as well as potential loss of views to adjoining or nearby properties. The development of further apartment style housing will be confined to the "medium density areas" shown on the map.

Outside the "medium density areas" future development will maintain the visual pattern and predominant scale of existing detached style housing in the locality. The streets will be characterised by landscaped front gardens and consistent front building setbacks. The spread of indigenous tree canopy will be protected throughout the locality and enhanced where possible. Unless exemptions are made to the housing density standard in this locality statement, any subdivision of land is to be consistent with the predominant pattern, size and configuration of existing allotments in the locality.

Any redevelopment of the Brookvale Brickworks is to assess the structural integrity of built elements of the Brickworks and their potential and viability for adaptive reuse and integration with future development. Any redevelopment of the site will contain meaningful interpretation of the heritage significance of the site. Such interpretation is to influence the design of future development.

Redevelopment of the Brickworks site will include the rehabilitation of Greendale Creek (where it passes through the site) and will regard the Creek to be an important landscape feature and focal point of the development. The maintenance and restoration of riparian zones of the creek will be required as part of any development of the Brickworks site. This riparian zone is required to adequately filter sediment, prevent bank erosion, ensure a sustainable mix of different plant species for genetic diversity, provide unique habitats and to act as a corridor function linking larger areas of remnant vegetation. The siting and design of buildings and landscaping treatment of the Brickworks site is to

achieve a transition between development and surrounding bushland. In this regard, canopy trees and other landscaping used on the site is to predominantly be of species found on the bushland slopes shown cross-hatched on the map.

LAND USE

Category One

Development for the purpose of the following:

- housing

Category Two

Development for the purpose of the following:

- child care centres
- community facilities
- further education
- health consulting rooms
- hospitals
- housing for older people or people with disabilities
- places of worship
- primary schools
- veterinary hospitals
- other buildings, works, places or land uses that are not prohibited or in Category 1 or 3

Category Three

Development for the purpose of the following:

- agriculture
- animal boarding or training establishments
- bulky goods shops
- business premises
- entertainment facilities
- hire establishments
- hotels
- industries
- medical centres
- motor showrooms
- offices

- recreation facilities
- registered clubs
- restaurants
- retail plant nurseries
- service stations
- shops
- short term accommodation
- vehicle repair stations
- warehouses

Development on land shown cross-hatched on the map otherwise than for the purpose of bushfire hazard reduction.

PROHIBITED DEVELOPMENT

Development for the purpose of the following is prohibited within this locality:

- body repair workshops
- brothels
- extractive industries
- heliports
- potentially hazardous industries
- potentially offensive industries

Canal estate development is also prohibited within the locality.

BUILT FORM

Housing density

The maximum housing density is 1 dwelling per 600m² of site area (which does not include the area of any access corridor, whether such access corridor is to be created or is in existence at the time of application for development consent).

To measure housing density:

- the site area is divided by the number of dwellings proposed on the site, including any existing dwellings which are to be retained,
- the site is the allotment which existed on the day this plan came into effect,
- granny flats are not considered to be a dwelling and are limited to one per allotment.

In calculating housing density, the area of any access corridor (including any right-of-carriageway, access handle, accessway or other area that provides for vehicle access) is to be excluded, whether that access corridor is to be created or is in existence at the time of application for subdivision.

This control does not apply:

- (a) where this standard would prevent an existing allotment accommodating one dwelling,
- (b) on the Brickworks site that is not shown cross-hatched on the map (part Lots 2459 and 1475, DP 752038 and Lot 1 and part Lot 2, DP 831677), where the maximum housing density is 1 dwelling per 300m² of site area,
- (c) within the “medium density areas” shown on the map where the housing density will be determined by the way the design responds to the general principles of development control, the desired future character of the locality and the other built form controls,
- (d) for housing for older people or people with disabilities, where the site area per dwelling may be reduced provided the buildings are sited and designed and landscaping is used to ensure the development relates favourably to the pattern, scale and landscape character of the street and surrounding development and the development conforms with the minimum standards set out in clause 29.

Building height

Except within the areas shown as “medium density areas” on the map:

- buildings are not to exceed 8.5 metres in height, where height is the distance measured vertically between the topmost point of the building (not being a vent or chimney or the like) and the natural ground level below, and
- buildings are not to exceed 7.2 metres from natural ground level to the underside of the ceiling on the uppermost floor of the building (excluding habitable areas located wholly within a roof space), but this standard may be relaxed on sites with slopes

greater than 20 per cent within the building platform (measured at the base of the walls of the building), provided the building does not exceed the 8.5 metre height standard, is designed and located to minimise the bulk of the building and has minimal visual impact when viewed from the downslope sides of the land.

Within the areas shown as "medium density areas" on the map, buildings are neither to exceed 2 storeys nor 8.5 metres.

Buildings must comply with both the maximum height measured in storeys and the maximum height measured in metres.

To measure the height of a building:

- the maximum height in metres is the distance measured vertically between the topmost point of the building (not being a vent or chimney or the like) and the natural ground level below,
- a storey is the space between two floors, or the space between any floor and its ceiling or roof above,
- foundation spaces, garages, workshops, store rooms and the like which do not project more than 1 metre above natural ground level (at any point) are not counted as storeys,
- the number of storeys is the maximum number of storeys which may be intersected by the same vertical line, not being a line which passes through any wall of the building.

Front building setback

Development is to maintain a minimum front building setback. The minimum front building setback is 6.5 metres.

The front building setback area is to be landscaped and generally free of any structures, carparking or site facilities other than driveways, letterboxes and garbage storage areas.

Consent may be given for development to be carried out within the minimum front setback area:

- on corner blocks or blocks with double street frontage the front building setback may be reduced to a minimum of 3.5 metres for the secondary frontage, but secondary street setback variations must consider the character of the secondary street and the predominant setbacks existing to that street, or
- on allotments constrained by the location and use of existing buildings or the topography, if it is for the provision of carparking.

Rear building setback

The minimum rear building setback is 6 metres.

The rear building setback area is to be landscaped and free of any above or below ground structures.

To measure the rear building setback:

- the rear building setback is the distance measured perpendicular to the boundary furthest from a public street up to any structure on the allotment.

The rear building setback does not apply to corner allotments.

Outside the medium density areas shown on the map the rear building setback may be encroached by:

- exempt development, swimming pools and outbuildings which, in total, do not exceed 50 per cent of the rear setback area.

Within medium density areas, above and below ground structures and private open space (including basement carparking, balconies, terraces and the like) must not encroach the rear boundary setback, except:

- light fittings, electricity or gas meters, or other services, infrastructure and structures not more than 1 metre above natural ground level (including steps, landings, ramps and stormwater structures) may encroach beyond the required setback to within a minimum distance of 2 metres of a rear boundary, and
- entrance and stair lobbies at ground floor level may encroach beyond the required setback to within a minimum of 2 metres of a rear boundary

Side boundary envelope and side setback

Buildings must be sited within an envelope determined by projecting planes at 45 degrees from a height of 4 metres above natural ground level at the side boundaries.

The minimum setback from a building to a side boundary is 0.9 metre except within the medium density areas where the minimum setback from a building to a side boundary is 4.5 metres.

To measure the side boundary envelope and side setback outside the medium density areas:

- on corner allotments the side boundaries are taken to be the boundaries that do not have frontage to a public street.

Outside medium density areas:

- fascias, gutters, downpipes, eaves up to 0.675 metre from the boundary, masonry chimneys, flues, pipes, or other services

infrastructure may encroach beyond the side boundary envelope, and

- Screens or sunblinds, light fittings, electricity or gas meters, or other services infrastructure and structures not more than 1 metre above natural ground level such as unroofed terraces, balconies, landings, steps or ramps may encroach beyond the minimum side setback.

Consent may be granted for development outside medium density areas that, to a minor extent, does not comply with:

- side boundary envelope, to allow the addition of a second storey to an existing dwelling, or
- the side setback, to allow a single storey outbuilding, carport, pergola or the like.

To measure side boundary envelope and side setback within the medium density areas:

- on corner allotments the side boundaries are taken to be the boundaries that do not have frontage to a public street.

Within medium density areas, fascias, gutters, downpipes, eaves, masonry chimneys, flues, pipes, or other services infrastructure may encroach beyond the side boundary envelope.

Within medium density areas, above and below ground structures and private open space including basement carparking, vehicle access ramps, balconies, terraces and the like, shall not encroach the side boundary envelope or side setback, except:

- light fittings, electricity or gas meters, or other services infrastructures not more than 1 metre above natural ground level including steps, landings, pedestrian ramps and stormwater structures may encroach beyond the required setback to within a minimum of 2 metres of a side boundary, and
- entrance and stair lobbies at ground floor level may encroach beyond the required setback to within a minimum of 2 metres of a side boundary.

Landscaped open space

The minimum area of landscaped open space is 40 per cent of the site area, except within medium density areas where the minimum area of landscaped open space is 50 per cent of the site area.

To measure an area of landscaped open space:

- impervious surfaces such as driveways, paved areas, roofed areas, tennis courts, car parking and stormwater structures, decks

and the like and any areas with a width or length of less than 2 metres are excluded from the landscaped open space area,

- the water surface of swimming pools and impervious surfaces which occur naturally such as rock outcrops are included in the landscaped open space area,
- landscaped open space must be at ground level,
- the minimum soil depth of land that can be landscaped open space is 1 metre,
- in the case of the Brookvale Brickworks site, the minimum landscaped area is to be calculated over the area of the site not shown cross-hatched on the map.

Brookvale Brickworks site

In addition to the standards outlined above, the following standards apply to the Brookvale Brickworks site (part Lots 2459 and 1475, DP 752038 and Lot 1 and part Lot 2, DP 831677):

- Any housing development of the site is to comprise town house, villa home and apartment building type development. Consent may be granted for other forms of residential development only if they directly and demonstrably contribute to the heritage conservation of the site and town house and villa home type development are the predominant form of residential development on the site.
- Stormwater pollution control basins are to be provided which include provision for stormwater detention storage and water quality control. These are to be located outside the existing creek. Stormwater runoff from the site is to be treated to remove pollutants in accordance with the appropriate EPA guidelines.
- Greendale Creek is not to be piped or channeled where it passes through the Brickworks site.
- Development including driveways and paths is to be set back a minimum of 20 metres from the top of the bank of Greendale Creek. This area is to consist of a mixture of native trees, shrubs and groundcovers.
- Pedestrian access may be provided in the form of a pathway along the alignment of the Creek.
- Development in the vicinity of the creek is to be orientated toward the creek (either directly or indirectly) and backyard fences are not to adjoin or face the creek.

- Dedication to the Council of that portion of the land occupied by Greendale Creek and any surrounding land necessary for the maintenance and enjoyment of the creek after its rehabilitation and other works have been completed to the Council's satisfaction may be considered. Preparation of a plan of management for the rehabilitated creek and adjacent riparian zone outlining regular maintenance works to guarantee the creek and riparian zone's viability must be prepared with any application to develop the land.
- An area of communal open space is to be provided which is central to the development and which incorporates information that interprets the heritage significance of the site and a restored building element which relates strongly to the brick making processes one operating on the site.
- Bush fire hazard reduction on the site shall be achieved through the design and siting of buildings and materials used rather than the clearing of adjacent bushland.

Note. Any development in or within 40 metres of Greendale Creek will need a permit under Part 3A of the *Rivers and Foreshores Improvement Act 1948*, from the Department of Land and Water Conservation.

COMPLYING DEVELOPMENT

The following table shows the development which is complying development in this locality. Column A describes the development and Column B shows the requirements that the development must comply with to be complying development

Column A

Column B

Development for the purpose of:

Single storey detached houses, being:

- construction of new single storey houses.
- alterations to single storey houses.
- additions to single storey houses.
- construction of carports, garages and outbuildings associated with a dwelling.

As described in
Schedule 12 – Part A

Column A

Column B

Development for the purpose of:

Attached houses and apartment buildings, being:

As described in
Schedule 12 – Part A

- internal alterations to attached houses and apartment buildings (excluding balcony enclosures and other devices which are externally visible).
- construction of garages associated with these residential buildings
- outbuildings associated with these residential buildings

Swimming pools

As described in
Schedule 12 – Part B

HERITAGE ITEMS

The following heritage items of **local heritage significance** are within this locality:

- Brookvale Public School, corner Pittwater Road and Beacon Hill Road, Brookvale

The following heritage items of **regional heritage significance** are within this locality:

- Austral Brickworks, 48A Consul Road, Brookvale
- Milroy, 9 Elizabeth Place, Brookvale
- Bus Shelter, outside 800 Pittwater Road, Dee Why

7 Use of certain land at Ku-ring-gai Motor Yacht Club, Cottage Point

- (1) This clause applies to land at Ku-ring-gai Motor Yacht Club, Cottage Point, being Lot 1, DP 930591, Lot 1, DP 922754, Lot 3, DP 929708 and Lot 4, DP 929708.
- (2) Development for the purposes of registered clubs, neighbourhood shops or boat hire premises is permitted with consent.

8 Use of certain land at Time and Tide Hotel, 30 Campbell Ave, Cromer

- (1) This clause applies to land at Time and Tide Hotel, 30 Campbell Ave, Cromer, being Lot 1, DP 227969.
- (2) Development for the purposes of pubs is permitted with consent.

9 Use of certain land at Dee Why RSL Club, Pittwater Road, Dee Why

- (1) This clause applies to land at Dee Why RSL Club, Pittwater Road, Dee Why, being Lot 1, DP 706230.
- (2) Development for the purposes of registered clubs or recreational facilities (indoor) is permitted with consent.

10 Use of certain land at Forestville RSL, Melwood Ave, Forestville

- (1) This clause applies to land at Forestville RSL, Melwood Ave, Forestville, being Lot 2589, DP 742038 and Lot 31, DP 366454.
- (2) Development for the purposes of registered clubs is permitted with consent.

11 Use of certain land in the vicinity of Ashworth and Haigh Avenues, Belrose and land in the vicinity of McBrien Place and John Oxley Drive, Frenchs Forest

- (1) This clause applies to land in the vicinity of Ashworth and Haigh Avenues, Belrose and land in the vicinity of McBrien Place and John Oxley Drive, Frenchs Forest, shown as "Area 5", "Area 6" or "Area 7" on the Additional Permitted Uses Map.
- (2) Development for the purposes of 1 dwelling house on each lot is permitted with consent (provided that each dwelling is constructed having regard to the constraints, potential instability, visual sensitivity and impact on the water quality of Middle Harbour.)

12 Use of certain land at Christian City Church, Wakehurst Parkway, Frenchs Forest

- (1) This clause applies to at Christian City Church, Wakehurst Parkway, Frenchs Forest, being Lot 1, DP 863123.
- (2) Development for the purposes of places of public worship is permitted with consent.

13 Use of certain land at Hotel, 39 Frenchs Forest Road East, Frenchs Forest

- (1) This clause applies to land at Hotel, 39 Frenchs Forest Road East, Frenchs Forest, Lot X, DP 405206.
- (2) Development for the purposes of pubs is permitted with consent.

14 Use of certain land at Harbord Diggers Club, Lumsdaine Drive, Harbord

- (1) This clause applies to land at Harbord Diggers Club, Lumsdaine Drive, Harbord, being Lot 125, DP 1102154 and Lot 2548, DP 752038.
- (2) Development for the purposes of registered clubs, recreation facilities (indoor) or recreation facilities (outdoor) is permitted with consent.

15 Use of certain land at Harbord Hotel, 29 Moore Road, Harbord

- (1) This clause applies to land at Harbord Hotel, 29 Moore Road, Harbord, Lots 1 to 5, Sec 1, DP 7022 and Lot 13, Sec 1, DP 7022.
- (2) Development for the purposes of pubs is permitted with consent.

16 Use of certain land at 80 Undercliff Rd, Harbord

- (1) This clause applies to land at 80 Undercliff Rd, Harbord, being Lot 6, DP 329073.
- (2) Development for the purposes of restaurants is permitted with consent.

17 Use of certain land at Hotel, 1260 Pittwater Road, Narrabeen

- (1) This clause applies to land at Hotel, 1260 Pittwater Road, Narrabeen, being Lot 1, DP 746653.
- (2) Development for the purposes of pubs is permitted with consent.

2.6B Temporary use of land [local]

- (1) The objective of this clause is to provide for the temporary use of land if the use does not compromise future development of the land, or have detrimental economic, social, amenity or environmental effects on the land.
- (2) Despite any other provision of this Plan, development consent may be granted for development on land in any zone for a temporary purpose for a maximum period of 28 days (whether or not consecutive days) in any period of 12 months.
- (3) Development consent must not be granted unless the consent authority is satisfied that:
 - (a) the temporary use will not prejudice the subsequent carrying out of development on the land in accordance with this Plan and any other applicable environmental planning instrument, and
 - (b) the temporary use will not adversely impact on any adjoining land or the amenity of the neighbourhood, and
 - (c) the temporary use and location of any structures related to the use will not adversely impact on environmental attributes or features of the land, or increase the risk of natural hazards that may affect the land, and
 - (d) at the end of the temporary use period the site will, as far as is practicable, be restored to the condition in which it was before the commencement of the use.

Schedule 1 Additional permitted uses

1 Use of certain land at Hotel, No 8 Aperta Place, Beacon Hill

- (1) This clause applies to land at Hotel, No 8 Aperta Place, Beacon Hill, being Lot 7, DP 236335.
- (2) Development for the purposes of 1 dwelling house is permitted with consent (provided that the design and construction of the development has regard to the topography, potential slip and sensitive visual character of the land as well as potential loss of views to adjoining or nearby properties.)

2 Use of certain land at Warringah Gravel and Stone Pty Ltd, Challenger Drive, Belrose

- (1) This clause applies to so much of the land at Warringah Gravel and Stone Pty Ltd, Challenger Drive, Belrose, shown as "Area 8" on the Additional Permitted Uses Map, that is covered by Licence Number L308608 (issued by the Department of Lands).
- (2) Development for the purposes of extractive industries, recreation facilities (indoor) or recreation facilities (outdoor) is permitted with consent.

3 Use of certain land at Hotel, 5 News Parade, Belrose

- (1) This clause applies to land at Hotel, 5 News Parade, Belrose, being Lot 6, DP 834036.
- (2) Development for the purposes of pubs is permitted with consent.

4 Use of certain land at the intersection of Mona Vale Road and Forest Way, Belrose

- (1) This clause applies to land at the intersection of Mona Vale Road and Forest Way, Belrose, shown as "Area 2" on the Additional Permitted Uses Map.
- (2) Development for the purposes of bulky goods premises, business premises (with a gross floor area not exceeding 2,500m²), function centres, hotel or motel accommodation (that incorporates function centres), pubs (that incorporate function centres), retail premises (with a gross floor area not exceeding 2,500m²) is permitted with consent.

5 Use of certain land in the vicinity of Pittwater Road and Roger Street, Brookvale

- (1) This clause applies to land in the vicinity of Pittwater Road and Roger Street, Brookvale, shown as "Area 9" on the Additional Permitted Uses Map.
- (2) Development for the purposes of office premises or retail premises is permitted with consent.

6 Use of certain land at No 2 Anderson Place, Cottage Point

- (1) This clause applies to land at No 2 Anderson Place, Cottage Point, being Lot 23, DP 819003.
- (2) Development for the purposes of restaurants is permitted with consent.

Public Exhibition Draft

Extracts from Warringah Local Environmental Plan 2009

Part 2

Permitted and Prohibited Development

2.5 Additional permitted uses for particular land [compulsory]

- (1) Development on particular land that is described or referred to in Schedule 4 may be carried out:
 - (a) with consent, or
 - (b) if the Schedule so provides- without consent, in accordance with the conditions (if any) specified in that Schedule in relation to that development.
- (2) This clause has effect despite anything to the contrary in the Land Use Table or other provision of this Plan.

2.6 Subdivision--consent requirements [compulsory]

- (1) Land to which this Plan applies may be subdivided, but only with consent.
- (2) However, consent is not required for a subdivision for the purpose only of any one or more of the following:
 - (a) widening a public road,
 - (b) a minor realignment of boundaries that does not create:
 - (i) additional lots or the opportunity for additional dwellings, or
 - (ii) lots that are smaller than the minimum size shown on the Lot Size Map in relation to the land concerned,
 - (c) a consolidation of lots that does not create additional lots or the opportunity for additional dwellings,
 - (d) rectifying an encroachment on a lot,
 - (e) creating a public reserve,
 - (f) exising from a lot land that is, or is intended to be, used for public purposes, including drainage purposes, rural fire brigade or other emergency service purposes or public toilets.

Note. If a subdivision is exempt development, the Act enables the subdivision to be carried out without consent.

2.6A Demolition requires consent [local]

The demolition of a building or work may be carried out only with consent.

Note. If the demolition of a building or work is identified in *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* as exempt development, the Act enables it to be carried out without consent.

Public Exhibition Draft

Extracts from Warringah Local Environmental Plan 2009

Part 2 - Land Use Table

Permitted and Prohibited Development

Refer to Clause 2.2 of the Section 149 (2) Certificate.

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 provides 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 harmonious with the natural environment of Warringah.

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

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

4 Prohibited

Any development not specified in item 2 or 3

18 Use of certain land at the intersection of Warringah Road and Cook Street, Forestville and land on Pittwater Road, North Manly

- (1) This clause applies to land at the intersection of Warringah Road and Cook Street, Forestville and land on Pittwater Road, North Manly, shown as "Area 3" or "Area 4" on the Additional Permitted Uses Map.
- (2) Development for the purposes of industrial retail outlet, service stations, timber and building supplies, vehicle body repair workshops, vehicle repair stations or wholesale supplies is permitted with consent.

19 Use of certain land at Tavern, 2 Aumana Road, Tarrey Hills

- (1) This clause applies to land at Tavern, 2 Aumana Road, Tarrey Hills, being Lot 6, DP 739436
- (2) Development for the purposes of pubs is permitted with consent.

20 Use of certain land in the vicinity of Mona Vale and Myoora Roads, Tarrey Hills

- (1) This clause applies to land in the vicinity of Mona Vale and Myoora Roads, Tarrey Hills, shown as "Area 1" on the Additional Permitted Uses Map.
- (2) Development for the purposes of educational establishments, hospitals, places of public worship, recreation facilities (indoor), registered clubs, restaurants or hotel or motel accommodation is permitted with consent.

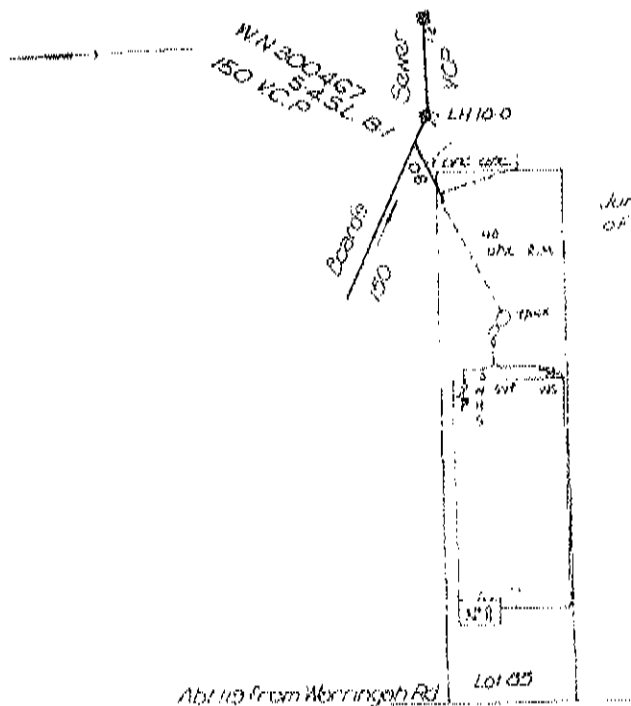
MUNICIPALITY OF *Warrington*
 SUBURB OF *Norraweena*

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 Diagram No. **933089**
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SYMBOLS AND ABBREVIATIONS					
	Manhole		GWS Waste Stack		H Hand basin
	Chamber		IP Inlet Pipe		S Shower
	Lamp hole		M/M Mica Pipe		Jn Junction
	Boundary Tank		T Tuba		DW Dishwasher
	Inspection Shaft		K Kinked Sink		KW Kitchen Waste
	GWS Waste Stack		W Water Closet		Washing Machine
	V Vertical Pipe		B Bath Waste		BS Bar Sink
	VSV Soil Vent Pipe				

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 9, Clause 2).
 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 33 of Board's Act).
 Position of structures, boundaries, sewers and sewerage service shown herein are approximate only.



Junction provided for connection of affluent pumping line

NORTHCLIFFE RD

WN 300467 Gaz 117-86

DRAINAGE		Scale: Approx. 1:500 Distances/depths in metres pipe diameters in millimetres	PLUMBING	
 W.S. I.R.C.A. SUEBY No. 70022	Supervised By	Date of Issue	Supervised By	
	Inspector	Outlet	Inspector	
	Field Diagram Examined By	Drainage		
	Chief Inspector	Plumbing		
Tracing Checked By	Boundary Trap as/is not required			for House Services Engineer

Connection Date: 19 / 5 / 84

P 77

NOTE: The diagram only indicates availability of sewer and sewerage service shown as existing in Warrington's records. The existence and position of Sydney water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at Sydney Water's Customer Centre. Records of boundaries, easements, sewers and sewerage service shown herein are approximate only.