

Contract for the sale of land – 2005 edition

TERM

Vendor's agent

Skyline Real Estate
3-7/14 Frenchs Forest Road,
Frenchs Forest NSW 2086
Ref: Keiran Dempsey

MEANING OF TERM

Phone: 9452 3444

Fax: 9452 4555

Co-agent

Vendor

Gloria Anne Wildash

Vendor's Solicitor

Bruce Petrie & Co
Suite A Level 3, 215-217 Clarence Street, SYDNEY
NSW 2000
DX 672 SYDNEY

Phone: 02 9290 1600

Fax: 02 9290 1002

Ref: CWP:TW:10385

Completion date

42nd day after the date of this contract (clause 15)

Land

39 The Esplanade, Frenchs Forest 2086

(Address, plan details
and title reference)

Registered Plan: Lot 5 Plan DP212961
Folio Identifier 5/21261

☒ VACANT POSSESSION ☐ subject to existing tenancies

Improvements

☒ HOUSE ☐ garage ☒ carport ☐ home unit ☐ carspace ☐ none

☒ other: shed/studio, water tanks

Attached copies

☒ Documents in the List of Documents as marked or as numbered:

☐ Other documents:

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

Inclusions

☒ blinds

☒ curtains

☒ insect screens

☒ stove

☐ built-in wardrobes

☒ dishwasher

☒ light fittings

☐ pool equipment

☒ clothes line

☒ fixed floor coverings

☐ range hood

☐ TV antenna

☒ other: wardrobes in 3 bedrooms, cupboard in laundry

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)

Land tax is adjustable

☐ NO

☐ yes

GST: Taxable supply

☐ NO

☐ yes in full

☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO

☐ yes

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

☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))

☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

☐ GST-free because the sale is the supply of a going concern under section 38-325

☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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

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

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 UNDER SECTION 66W CONVEYANCING ACT 1919
(NSW) (AS AMENDED)**

Vendor: **Gloria Anne Wildash**

Purchaser:

Property: **39 The Esplanade, Frenchs Forest, New South Wales 2086**

1. I _____ of _____ 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 (NSW) with reference to a contract for sale land of the above property from the vendor to the purchaser in order that there is no cooling off period in relation to that 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:
 - i) The effect of the contract for the purpose of the property;
 - ii) The nature of this certificate;
 - iii) The effect of giving this certificate to the vendor ie., that there is no cooling off period in relation to this contract.

Date:

Signed: _____
Solicitor for the Purchaser

WARNING SWIMMING POOLS

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

WARNING SMOKE ALARMS

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

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

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

In this contract, these terms (in any form) mean -

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	a bank as defined in the Banking Act 1959, the Reserve Bank or a State bank;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i>);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in section 4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and drawn on its own funds by - ● a <i>bank</i>; or ● a building society, credit union or other FCA institution as defined in Cheques Act 1986; that carries on business in Australia; or if authorised in writing by the vendor or the vendor's <i>solicitor</i> , some other <i>cheque</i> ;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>terminate</i>	terminate this contract for breach;
<i>vendor duty</i>	vendor duty imposed under Chapter 4 of the Duties Act 1997;
<i>within</i>	in relation to a period, at any time before or during the period;
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road.

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit only by unconditionally giving cash (up to \$2,000) or a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 and 3 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 and 3 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, credit union or permanent building society, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Payment of vendor duty out of the deposit

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

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* the form of transfer at least 14 days before the completion date.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 4.5 If this sale is exempt from *vendor duty* -
 - 4.5.1 the vendor can (but does not have to) *serve* an application for exemption from *vendor duty* in the form satisfactory to the Office of State Revenue *within* 7 days after the contract date;
 - 4.5.2 if that application is attached to this contract or has been provided to the purchaser before the contract date, the application is *served* on the contract date; and
 - 4.5.3 if the vendor complies with clause 4.5.1 -
 - the purchaser must have the form of transfer marked by the Office of State Revenue in relation to *vendor duty* before *serving* the form of transfer; and
 - on completion the vendor must pay to the purchaser \$33.

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's right to rescind

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

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can -
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
 - 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause-
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
 - 9.3 sue the purchaser either -
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover -
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

- 13.1 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act*.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment, pay an expense of another party or pay an amount payable by or to a third party (for example, under clauses 14 or 20.7) -
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the amount; but
 - 13.3.2 if this contract says this sale is a taxable supply, and payment would entitle the *party* to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern -
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the completion date, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows:
 - if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the parties agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply -
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of -
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if -
- 13.8.1 this sale is not a taxable supply in full; or
 - 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent -
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
 - 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

14 Adjustments

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

15 Completion date

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

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.
- 16.6 If the purchaser serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque*, the price (less any deposit paid) and any other amount payable by the purchaser under this contract (less any amount payable by the vendor to the purchaser under this contract).
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• Place for completion

- 16.11 *Normally*, the *parties* must complete at the completion address, which is -
- 16.11.1 if a special completion address is stated in this contract - that address; or
 - 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
 - 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

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

- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion -
 - 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion -
 - 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor -
 - 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate mentioned in Schedule J of the Supreme Court Rules 1970.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is -
 - 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by fax to the *party's solicitor*, unless it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay -
 - 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, and 17 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* includes a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on page 1) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clause 2 (deposit).
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract -
- ‘change’, in relation to a scheme, means -
 - a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - ‘common property’ includes association property for the scheme or any higher scheme;
 - ‘contribution’ includes an amount payable under a by-law;
 - ‘normal expenses’, in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - ‘owners corporation’ means the owners corporation or the association for the scheme or any higher scheme;
 - ‘the *property*’ includes any interest in common property for the scheme associated with the lot;
 - ‘special expenses’, in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are normal expenses, due to fair wear and tear, disclosed in this contract or covered by moneys held in the sinking fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- 23.5 The *parties* must adjust under clause 14.1 -
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract -
- 23.6.1 the vendor is liable for it if it was levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
 - 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
 - 23.6.3 the purchaser is liable for all other contributions levied after the *contract date*.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of -
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
 - 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
 - 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if -
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
 - 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme -
 - a proportional unit entitlement for the lot is not disclosed in this contract; or
 - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; or
 - 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* a certificate under section 109 Strata Schemes Management Act 1996 or section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the completion date.

- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision.
- 23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.17 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- 23.18 If a general meeting of the owners corporation is convened before completion -
- 23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
 - 23.18.2 the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) -
 25.1.1 is under qualified, limited or old system title; or
 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document -
 25.4.1 shows its date, general nature, names of parties and any registration number; and
 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title -
 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 25.5.3 *normally*, need not include a Crown grant; and
 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title -
 25.6.1 in this contract 'transfer' means conveyance;
 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title -
 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar General of the registration copy of that document.

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

- 28.3 If the plan is not registered *within* that time and in that manner -
 28.3.1 the purchaser can *rescind*; and
 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2.
 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
 28.5 The completion date becomes the later of the completion date and 21 days after *service* of the notice.
 28.6 Clauses 28.2 and 28.3 apply to a plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* serves notice of the condition.
 29.7 If the *parties* can lawfully complete without the event happening -
 29.7.1 If the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* serves notice of the refusal;
 29.7.3 the completion date becomes the later of the completion date and 21 days after the earliest of -
 • either *party* serving notice of the event happening;
 • every *party* who has the benefit of the provision serving notice waiving the provision;
 • the end of the time for the event to happen.
 29.8 If the *parties* cannot lawfully complete without the event happening -
 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
 29.8.3 the completion date becomes the later of the completion date and 21 days after either *party* serves notice of the event happening.
 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

SPECIAL CONDITIONS

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 for the sale of land 2005 edition (the "Contract") but are implied by law.

1. AMENDMENTS TO STANDARD CONDITIONS OF THE CONTRACT FOR THE SALE OF LAND 2005 EDITION

The standard conditions (the "Standard Conditions") of the Contract are varied in the following manner:

a. Amendments

- i. The definition of "adjustment date" is amended by deleting the word "completion" and replacing it with "the due date for completion in accordance with this contract".
- ii. The definition of "settlement cheque" is amended by deleting the words "; or a building society, credit union or other FCA [Financial Sector (Collection of Data) Act 2001 (CTH)] institution as defined in Cheques Act 1986 [CTH]".
- iii. Clause 3 is deleted.
- iv. Clause 4.1 is amended by deleting the word "Normally,"
- v. Clause 4.5 is deleted.
- vi. Clause 5.1 is amended by adding the words ", with time being of the essence" after the word "date".
- vii. Clause 7.1.1 is deleted.
- viii. Clause 8.1 is amended by deleting the words ", on reasonable grounds, unable or".
- ix. Clause 8.2 is amended by deleting the words "and those grounds".
- x. Clause 9.1 is amended by inserting the words "and if the deposit paid by the purchaser is less than ten percent (10%) of the price, recover the difference between ten percent (10%) of the price and the deposit actually paid by the purchaser".
- xi. Clause 10.1.1 is amended by adding words "or any failure to comply with the provisions of the Swimming Pools Act 1992 (NSW) as amended and any regulations thereunder" to the end of the clause.
- xii. Clause 10.1.8 is amended by deleting the words "substance" and replacing it with the word "existence" and by deleting the word "disclosed" and replacing it with the word "noted".
- xiii. Clause 10.1.9 is amended by deleting the words "substance" and replacing it with the word "existence" and by deleting the word "disclosed" and replacing it with the word "noted".
- xiv. Clause 16.5 is amended by deleting the words "plus another [twenty percent] 20% of that fee".
- xv. Clause 16.6 amended by inserting the words "at least fourteen (14) days prior to the completion date" after the words "serves" in line 1 of the clause.

- xvi. Clause 16.7 is amended by deleting the words "cash (up to \$2,000.00) or".
- xvii. Clause 16.12 is amended by deleting the words ", but the vendor must pay the purchaser's expenses, including any agency or mortgagee fee".

2. CONFLICT AND SEVERABILITY

- a. If there is any conflict between these Special Conditions and the Standard Conditions then these Special Conditions will prevail.
- b. Each of the covenants, obligations and restrictions set out in the Contract is separate, severable and independent.
- c. If the provisions of the Contract or any part of them are wholly or partly void, invalid or otherwise unenforceable, then that provision or part of it will be deemed eliminated or modified to the extent necessary to make the balance of the Contract and that provision or part of it enforceable.
- d. The headings in these Special Conditions are for reference only and do not form part of the Contract.

3. INCAPACITY

Without in any manner negating, limiting or restricting any rights or remedies which could have been available to the parties at law or in equity if this Special Condition had not been included in the Contract, it is agreed that:

- a. If one of the parties, being a natural person, [or, if more than one (1), any one (1) of them] passes away or becomes mentally ill or disabled so that, in the reasonable opinion of the other party, the former party will be unable to complete the Contract in accordance with its terms, then the other party may, by notice in writing to the affected party or the affected party's representative, rescind the Contract and the provisions of Clause 19 of the Standard Conditions will apply;
- b. If one of the parties being a corporation (under the Corporations Act 2001 (Cth) as amended and any regulations thereunder), prior to completion of the Contract:
 - i. has its members go into liquidation;
 - ii. has an application for its winding up made and such application is not withdrawn, struck out or otherwise determined in favour of the party within twenty-eight (28) days of the application being made or by the Completion Date, whichever is the earlier;
 - iii. has a provisional liquidator or liquidator appointed, which enters into a scheme or arrangement with its creditors under the Corporations Act 2001 (Cth) as amended and any regulations thereunder;
 - iv. has a receiver, receiver/manager or other controller, or any such person appointed which takes control of it and/or all or any part of its assets or undertakings; and/or
 - v. has its board of directors resolve to appoint an administrator to the party, and the party appoints or otherwise suffers the appointment of an administrator

then that party will be deemed not to have complied with the Contract in an essential respect and will be in default under the Contract. The other party may subsequently exercise any of its powers and/or remedies arising out of such default pursuant to the Contract or otherwise at law or in equity, including, without limitation, the right to terminate the Contract pursuant to Clause 9 of the Standard Conditions.

- c. If one of the parties, being an individual or individuals, prior to completion of the Contract, has an application for that party's bankruptcy made and such application is not withdrawn, struck out or otherwise determined in favour of that party within twenty-eight (28) days of the application being made or by the Completion Date, whichever is the earlier, then that party will be deemed not to have complied with the Contract in an essential respect and will be in default under the Contract. The other party may subsequently exercise any of its powers and/or remedies arising out of such default pursuant to the Contract or otherwise at law or in equity, including, without limitation, the right to terminate the Contract pursuant to Clause 9 of the Standard Conditions.

4. NOTICE TO COMPLETE

- a. If either party becomes entitled to issue a Notice to Complete pursuant to Clause 15 of the Standard Conditions, then it is specifically agreed that a period of fourteen (14) days will be a reasonable and sufficient time for compliance with such notice. Such notice will require settlement not later than 3.30 pm on the day on which settlement is required. The period of fourteen (14) days will include all public holidays, weekends, the date of service and the date set down for settlement, provided always that the party giving such notice will be entitled to withdraw it any time and subsequently issue a further notice making time of the essence of the Contract in respect of the date stipulated therein for completion.
- b. If the Vendor is required to issue a Notice to Complete pursuant to special condition 4(a), the Purchaser will allow on completion the costs that the Vendor has incurred in the issue of such notice being the sum of \$300.00 plus goods and services taxation ("GST"). The payment of these costs upon completion is an essential term of this contract.

5. ENCUMBRANCES

- a. If, at the time of completion, the title to the property is subject to any mortgage, caveat, writ, charge or other encumbrance, the Purchaser will accept upon completion a discharge and/or withdrawal of the Encumbrance so far as the same relates to the property, provided that such discharge and/or withdrawal of the encumbrance is in registrable form and that any registration fees payable are allowed by the Vendor to the Purchaser.
- b. The Purchaser acknowledges and agrees that it will not lodge a caveat with respect to the property nor with respect to any land which the property forms part.

6. PARTICULARS OF TITLE AND TRANSFER

The Purchaser acknowledges that this Contract discloses sufficient particulars of title to enable it to prepare a transfer. The Purchaser will not require the Vendor to provide any further statements of title.

7. CONDITION OF PROPERTY

- a. The Purchaser acknowledges and agrees that, in entering into the Contract, the Purchaser:
 - i. has not relied upon any warranty or representation made or any other conduct engaged in by the Vendor or any party on behalf of the Vendor, except such as is expressly provided in the Contract or is deemed to be included in the Contract by virtue of the provisions of Section 52A(2)(b) of the Conveyancing Act 1919 (NSW);
 - ii. has relied entirely upon the Purchaser's own enquiries and inspection of the property;
 - iii. is satisfied in all respects as to the nature, quality, condition and state of repair of the property, including the purposes for which the property may or may not be lawfully used;
 - iv. is aware and is satisfied that the property is sold and accepted by the Purchaser subject to all defects (whether latent or patent) in its present state of repair, condition, dilapidation, contamination, pollution and infestation;
 - v. has not been induced to enter into the Contract by any representation, verbal or otherwise, made by or on behalf of the Vendor, which is not set out in the Contract;
 - vi. has sought, or is aware of its right to seek, independent legal advice, and is satisfied as to the obligations and rights of the Purchaser under the Contract; and
 - vii. is aware and is satisfied that, as at the date hereof, the terms set out in the Contract contain the entire agreement in relation to the property as concluded between the parties, notwithstanding any negotiations or discussions held by, any documents signed by, any brochures given to or any statements made to the Purchaser, prior to the execution of the Contract.
- b. The Vendor makes no warranty or representation about any of the matters relating to the property referred to in this Special Condition.
- c. The Purchaser is not entitled to rescind, terminate or delay completion of the Contract, nor to requisition, object to or make any claim (whether for compensation or otherwise) in respect of any defects (whether latent or patent) in the nature, quality, condition, or state of repair of the property or any other matter, fact or thing referred to in this Special Condition.

8. WHOLE AGREEMENT

The Purchaser acknowledges that they do not rely on any other letter, document, correspondence or arrangement whether oral or in writing, as adding to or

amending the terms and conditions warranties and arrangements set out in this agreement.

9. REAL ESTATE AGENT

- a. The Purchaser warrants that that the Purchaser has not been introduced to the Vendor or to the property directly or indirectly through the services of any real estate agent or other party other than the Vendor's agent named in this Contract, and the Purchaser indemnifies the Vendor against any and all claims and liabilities arising out of a breach of this warranty.
- b. This Special Condition shall not merge upon completion of the Contract.

10. RELEASE OF DEPOSIT

The Purchaser shall, upon written request, release the deposit to the Vendor or so much as is required to be paid to one (1) or more of the following:

- a. the Trust Account of any agent or solicitor being the deposit holder in relation to the purchase of any real estate by the Vendor, provided that such deposit shall not be released furthermore without the written consent of the Purchaser;
- b. the Office of State Revenue on any purchase of real estate by the Vendor;
- c. the balance price on any purchase of real estate by the Vendor;
- d. the Vendor's existing discharging mortgagee, if any, for the sale of the property; and
- e. the Vendor's new incoming mortgagee, if any, for the purchase of real estate by the Vendor.

11. SERVICE OF DOCUMENTS

In addition to the provisions of Clause 20.6.5 of the Standard Conditions, a notice or document (the "Notice") is sufficiently served for the purposes of the Contract if the Notice is sent by successful facsimile transmission to a party or a party's representative. The Notice is deemed to have been received by the receiving party or receiving party's representative, when the transmission has been successfully completed by the sending party or sending party's representative, except where:

- a. the facsimile machine of the sending party or sending party's representative indicates a malfunction or error in transmission, or the receiving party or receiving party's representative immediately notifies the sending party or sending party's representative of an incomplete transmission, in which case the Notice will be deemed not to have been sent or received; and
- b. the time of dispatch is later than 5.00pm on a business day in the place to which the Notice is sent, in which case the Notice will be deemed to have been sent and received at 9.00am on the next business day at that place.

12. INTEREST FOR LATE COMPLETION

- a. If completion of the Contract does not occur on or before the completion date on the Contract or as subsequently agreed between the parties (the "Completion Date"), then the Purchaser must pay to the Vendor as liquidated damages upon completion, interest on the balance of the purchase price on the Contract (the "Price") at the rate of eight percent (8%) per annum, calculated on a daily basis from the Completion Date, up to and including the actual day of completion.
- b. The Purchaser must pay the interest in addition to any other damages that the Vendor is entitled to at law, in equity and/or under the Contract.
- c. The parties agree that:
 - i. the amount of damages payable to the Vendor pursuant to this Special Condition is a genuine pre-estimate of loss to the Vendor for the delay in completion; and
 - ii. the damages will be paid upon Completion.
- d. This Special Condition is an essential term of the Contract.
- e. The Purchaser will not have to pay any damages to the Vendor under this Special Condition for any day or days which completion is solely delayed by the Vendor's default.

13. FINANCE APPROVAL

- a. The Purchaser expressly warrants to the Vendor that:
 - i. the Purchaser has not made known to the Vendor or any party on behalf of the Vendor, that the Purchaser requires finance to enable the Purchaser to complete the Contract, and that the Purchaser is satisfied as to the reasonableness of all the terms of any finance agreement which the Purchaser has entered into or intends to enter into to complete the Contract; or
 - ii. the Contract is not subject to nor the subject of any application for finance.
- b. The Purchaser acknowledges that the Vendor has been induced to enter into the Contract, and that the Vendor may enter into further contractual obligations on or after the date of the Contract, based upon the Vendor's reliance upon the Purchaser's warranty in this Special Condition.
- c. The Purchaser shall remain liable to the Vendor for damages arising from breach of the Purchaser's warranty in this Special Condition, notwithstanding any right that the Purchaser may have to terminate the Contract pursuant to Section 124 of the *Uniform Consumer Credit Code*.

14. TRANSFER

The Transfer is to be served upon the Vendor or Vendor's representative in accordance with Clause 4.1 of the Standard Conditions. If the Transfer is not

received within the time stipulated in Clause 4.1 of the Standard Conditions, an allowance will be made on completion in the sum of \$70.00 (plus GST) in favour of the Vendor, being additional handling costs.

15. SWIMMING POOL

If a swimming pool is situated on the property, then:

- a. The Vendor does not warrant that the swimming pool (including any swimming pool fencing) on the property complies with the requirements imposed by the *Swimming Pools Act 1992 (NSW)* as amended and any regulations thereunder.
- b. The Purchaser shall not be entitled to make any requisition, objection or claim (whether for compensation or otherwise) should it be established that the swimming pool and/or swimming pool fencing does not comply with the *Swimming Pools Act 1992 (NSW)* as amended and any regulations thereunder.
- c. This Special Condition shall not merge upon completion of the Contract.

16. RIGHT OF RECISSION

Should the Purchaser become entitled to rescind this Contract for the breach of the warranty in Clause 1(d) of Schedule 3, Part 1 of the Conveyancing (Sale of Land) Regulation 2005, the Vendor will also be entitled to rescind the Contract provided such right is exercised before the Purchaser has served his notice of rescission.

17. EXISTING SERVICES

The Purchaser shall take title to the property subject to the existing water, gas, telephone, electricity, electric installations and other services, if any. No requisition, objection or claim (whether for compensation or otherwise) shall be made by the Purchaser in respect of such installations and services, on the grounds that:

- a. any connections are made through other properties or vice versa, and that no right, benefit or easement in respect of such installations and services exist, or that any right, benefit or easement cannot be obtained;
- b. there are or may be defects (whether latent or patent) in such installations and services;
- c. any water or main, or any underground or surface installation or service passes through or under the property, irrespective of whether or not a right or easement exists for another party in relation to that installation or service;
- d. the nature, location and / or availability of any service; or
- e. if any such service is a joint service with any other property or properties; or

- f. if any service for other property or properties or the main, pipes, wires or connection therefore pass through or over the property or vice versa.

18. AMENDMENT

The parties authorise their solicitor named on the front page of this Contract or any employee of that solicitor to make alterations to this Contract including the addition of annexures after execution of this Contract until the day of this Contract and any such alterations will be binding upon them.

19. AUCTION

The standard form of Contract is to be read and construed as though the following were attached to and form part of the Contract:

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

- a. The "Bidders Records" means the Bidders Record to be kept pursuant to Clause 18 of the Property, Stock and Business Agents Regulation 2003 (NSW) and section 68 of the Property, Stock and Business Agents Act 2002 (NSW).
- b. The following provisions are prescribed as applicable to and in respect of the sale of land by auction:
 - i. the principal's reserve price must be given to the auctioneer before the auction commences;
 - ii. a bid for the Vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the Vendor;
 - iii. the highest bidder is the purchaser, subject to any reserve price;
 - iv. in the event of disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
 - v. the auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the Vendor;
 - vi. a bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
 - vii. a bid cannot be made or accepted after the fall of the hammer; and
 - viii. as soon as is practicable after the fall of the hammer the purchaser is to sign the Contract.
 - ix.
- c. The provisions of this Clause 19 are prescribed as applicable to and in respect of the sale of land by auction of residential property or rural land:
 - i. As soon as is practicable after the fall of the hammer the purchase;
 - ii. All bidders must be registered in the Bidders Record and display an identifying number when making a bid;
 - iii. One (1) bid only may be made by or on behalf of the Vendor. This includes a bid made by the auctioneer on behalf of the Vendor; and
 - iv. When making a bid on behalf of the Vendor or accepting a bid made by or on behalf of the Vendor, the auctioneer must clearly state that the bid was made by or on behalf of the Vendor or auctioneer.

20. GUARANTEE

- a. In the event that the Purchaser is a company, the Contract shall be executed by the Purchaser and its directors (the "Guarantors"). The Guarantors, by their execution of the Contract, shall jointly and severally personally guarantee the performance of all the terms and conditions of the Contract.
- b. The Guarantors guarantee to the Vendor the due payment of all monies payable under the Contract and the due performance and observance by the Purchaser of all covenants and conditions contained in the Contract on the part of the Purchaser to be performed and observed.
- c. The Guarantors further guarantee that, if the Purchaser defaults in any payment or in the performance of any obligation under the Contract, the Guarantors will jointly and severally pay such monies to the Vendor immediately upon demand, and will pay all damages that the Vendor suffers arising from such default, on a full indemnity basis.
- d. The liability of the Guarantors will not be affected by the granting of time or other indulgences or concessions to the Purchaser or to the Guarantors jointly or severally, or by compounding, compromising, releasing, abandoning, waiving, varying, relinquishing or renewing of any rights of the Vendor against the Purchaser or against the Guarantors jointly or severally, or by any neglect or omission to enforce such rights.
- e. The guarantee referred to in this Special Condition is a continuing guarantee and is to remain in force and effect until the payment of all monies, and the due performance and observance by the Purchaser of all the covenants and conditions on the part of the Purchaser, to be performed and observed in accordance with the terms of the Contract.

21. EFFECT OF STANDARD CONDITIONS AND SPECIAL CONDITIONS AFTER COMPLETION

Any Standard Condition or Special Condition capable of taking effect after completion of the Contract shall not merge upon completion but rather shall continue in full force and effect after completion.

22. VENDOR'S ADDITIONAL DISCLOSURE

- a. The Vendor discloses that, as and from 27 February 2009, the Certificate under Section 149 of the Environmental Planning and Assessment Act 1979 (NSW) (the "Planning Certificate") should state whether or not the land is land upon which no complying development may be carried out under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (NSW) ("the Policy"), and if no complying development can be carried out on the land under that Policy, the reason for the same.

- b. Should the Planning Certificate attached to the Contract be dated earlier than 27 February 2009, then Clause a does not apply and the Purchaser agrees to accept the Planning Certificate in the form as attached to the Contract, and acknowledges that it must rely upon its own enquiries in relation to whether or not the matter in Clause a apply to the land.
- c. The Purchaser cannot make any requisition, claim or objection, nor can it delay completion, rescind or terminate by reason of the disclosure contained in this Clause.

23. SURVEY PLAN

The Purchaser acknowledges that:

- (a) they have inspected a copy of the survey plan by John B White dated 16 February 1965 a copy of which is annexed hereto, and
- (b) the copy of the said survey plan constitutes a specific disclosure and clear description of any encroachment or non-compliance for the purposes of the Conveyancing (Sale of Land) Regulation 2010,
- (c) that they agree to make no requisition or claim for compensation in respect to any matter disclosed therein.



Travers & Company Legal Searchers

LPI On-Line

Travers and Company 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.

Information provided through Tri-Search an approved LPI/NSW Information Broker

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 5/212961

SEARCH DATE	TIME	EDITION NO	DATE
16/3/2012	2:14 PM	-	-

VOL 9279 FOL 212 IS THE CURRENT CERTIFICATE OF TITLE

LAND

LOT 5 IN DEPOSITED PLAN 212961
AT FRENCH'S FOREST
LOCAL GOVERNMENT AREA WARRINGAH
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP212961

FIRST SCHEDULE

GLORIA ANNE WILDASH

(ND T515344)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 J624023 COVENANT
- 3 J624023 EASEMENT FOR DRAINAGE APPURTENANT TO THE LAND ABOVE
DESCRIBED AFFECTING THE DRAINAGE EASEMENT 3' WIDE SHOWN
WITHIN LOT 29 IN DP216438

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED ON ESTATES CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE.



R.P. 134-2-1958
New South Wales

MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900.)



I, WE, ARKUNA PTY. LIMITED a Company
under the Companies Act and having its registered office at
and BRYAN PATRICK WOODWARD of 50 Miller Street,
North Sydney, Accountant, and KENNETH ROBERT HANDLEY of No 180 Phillip
Street, Sydney, Barrister at Law ----

(herein called transferor)
being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject,
however, to such encumbrances, liens and interests as are notified hereunder, in consideration of
ONE THOUSAND SEVEN HUNDRED AND FIFTY POUNDS --
(£ 1750.0.0) (the receipt whereof is hereby acknowledged) paid to us by
NOEL CLYDE WILDASH and GLORIA ANNE WILDASH --

do hereby transfer to

the said NOEL CLYDE WILDASH of 47 Stokes Street, Lane Cove, Engineering
Supervisor and GLORIA ANNE WILDASH of the same place, his wife,
(as joint tenants)

(herein called transferee)

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

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
<u>CUMBERLAND</u>	<u>MANLY COVE</u>	<u>WHOLE</u>	<u>9279</u>	<u>212</u>	

Deed for Lot 29 DP 216430
9381-116

And the transferee covenant(s) with the transferor's to the effect:-

Strike out if unnecessary, or
suitably adjust.

(1) If any covenants are to
be created or any excep-
tions to be made; or

(2) If the statutory coven-
ants implied by the Act
are intended to be varied
or modified.

Covenants should comply with
the provisions of Section 85 of
the Conveyancing Act, 1919-
1984.

TOGETHER with full and free right and liberty for the
Transferees their executors administrators and assigns to use
that strip of land within Lot 29 in Deposited Plan No 216438
shown on the said Deposited Plan as "drainage easement three
feet wide and variable" for the drainage and passage of surface
water and storm water and to go and enter thereon for the
purpose of erecting such channels and cuttings as are necessary
for that purpose and to maintain and repair such channels
and cuttings and for no other purpose:

- (a) The land to which the benefit of this easement is intended
to be appurtenant is Lot 5 in Deposited Plan No 212961;
(b) the land to which the burden of this easement is intended
to be appurtenant is Lot 29 in the said Deposited Plan
No 216438;
(c) the person or persons by whom or with whose consent this
easement may be released varied or modified are the

Transferees and their successors in title.

AND the transferees their executors, administrators and assigns covenant with the
Transferors, their executors, administrators and assigns to the following effect.

- (a) That no building shall be erected on the land hereby transferred having any
external wall constructed of any materials other than stone, brick or wood or
any two or more of such materials or such other materials as may be approved
by the Transferors provided however, that no such consent shall in any case be
given to the use of asbestos cement.
(b) That no main building shall be erected on the land hereby transferred having an
overall internal floor area of less than 1000 square feet.
(c) That no fence shall be erected on the property hereby sold to divide it from any
adjoining land but only during the ownership thereof by the Transferors and their
executors, administrators and assigns but such consent shall not be deemed to be
withheld if such fence is erected without expense to the Transferors, their
executors, administrators and assigns and in favour of any person dealing with
the Transferee, his executors, administrators and assigns such consent shall be
deemed to have been given in respect of every such fence for the time being
erected.
(d) The land to which the benefit of this covenant is appurtenant is the land in
Deposited Plan No.212961 other than the land hereby transferred.
(e) That the land to which the burden of this covenant is appurtenant is the land
hereby transferred.
(f) That this covenant may be released, varied or modified as regards the land
hereby transferred by the Registered Proprietor at such times or the land in
Deposited Plan No.212961 other than the land hereby transferred.

ENCUMBRANCES, &c., REFERRED TO.

Nil

Now being written land comprised

in Cert's of Title, Vol 4274 Fol 212 and Vol 1331 Fol 116

as to Reg 2122 and 50722961 and 2129 of 216438

KINDA NEW

No. **J.624023**

LODGED BY B.K. TUCKWELL & CO
Solicitors,
8 Railway Street,
CHATSWOOD.

FEES.

The Fees, which are payable on lodgment, are as follows:—

- (a) £2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise £2 5s. 6d. Where such instrument is to be endorsed on more than one folio of the register, an additional charge of 3s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of 10s. is made in each of the following—
 - (i) where a restrictive covenant is imposed; or
 - (ii) a new easement is created; or
 - (iii) a partial discharge of mortgage is endorsed on the transfer.
- (c) Where a new Certificate of Title must issue the scale charges are—
 - (i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;
 - (ii) £2 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
 - (iii) as approved where more than one simple diagram, or an extensive diagram will appear.Where the extending exceeds 15 folios, an amount of 3s. per folium, extra fee is payable.

DOCUMENTS LODGED HERewith.

To be filed in the person lodging the same.

1 9219/212

2 _____

3 _____

4 _____

5 _____

6 _____

Received Docs.
Nos.

Receiving Clerk.

PARTIAL DISCHARGE OF MORTGAGE.
(N.B.—Before execution read marginal note.)

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

This discharge is appropriate to a transfer of part of the land in the mortgage. The mortgage should execute a partial discharge when the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or in the whole of the land in the mortgage.

Dated at _____ this _____ day of _____ 19 _____
Signed in my presence by _____

who is personally known to me.

Mortgagee.

INDEXED 	MEMORANDUM OF TRANSFER <i>Together with D.C. easement</i> <i>Subject to covenant.</i>	
	Checked by 	
Passed (in S.D.B.) by 	Particulars entered in Register Book. Volume <u>9219</u> Folio <u>212</u> .	
	Signed by 	
the <u>17th</u> day of <u>April</u> 19 <u>69</u> at _____ intending pass 4 o'clock in the afternoon.		

Withdraw

RGX. 17/4/69 (initials)

Free from

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrs. & Cartographers		
Cancellation Clerk		
Vol.	Vol.	

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

Surveyor's Certificate

16th February, 1965.

Instructed by Shereline Homes.

Re: N. C. Wildash.

I HAVE SURVEYED the land comprised in Certificate of Title Volume 9279 Folio 212 being Lot 5 in Deposited Plan No. 212961 situated at Frenchs Forest in the Shire of Warringah in the Parish of Manly Cove in the County of Cumberland. The land has a frontage of 67' 0" to The Esplanade depths of 101' $1\frac{1}{4}$ " and 125' 9" with a rear line of 71' 5".

I HEREBY CERTIFY that erected upon the above described land are the brick foundations of a cottage in course of construction. These foundations stand wholly within the boundaries of the subject property as shown on plan overleaf.

THE PROVISIONS OF THE LOCAL GOVERNMENT ACT and subsequent Ordinances thereto with reference to the distance of the Walls of the cottage from the boundary have been observed as shown by measurements in blue on plan overleaf.

I FIND THAT the Eastern, Western and part of the South Western boundaries are correctly fenced; the remaining boundaries are not fenced.

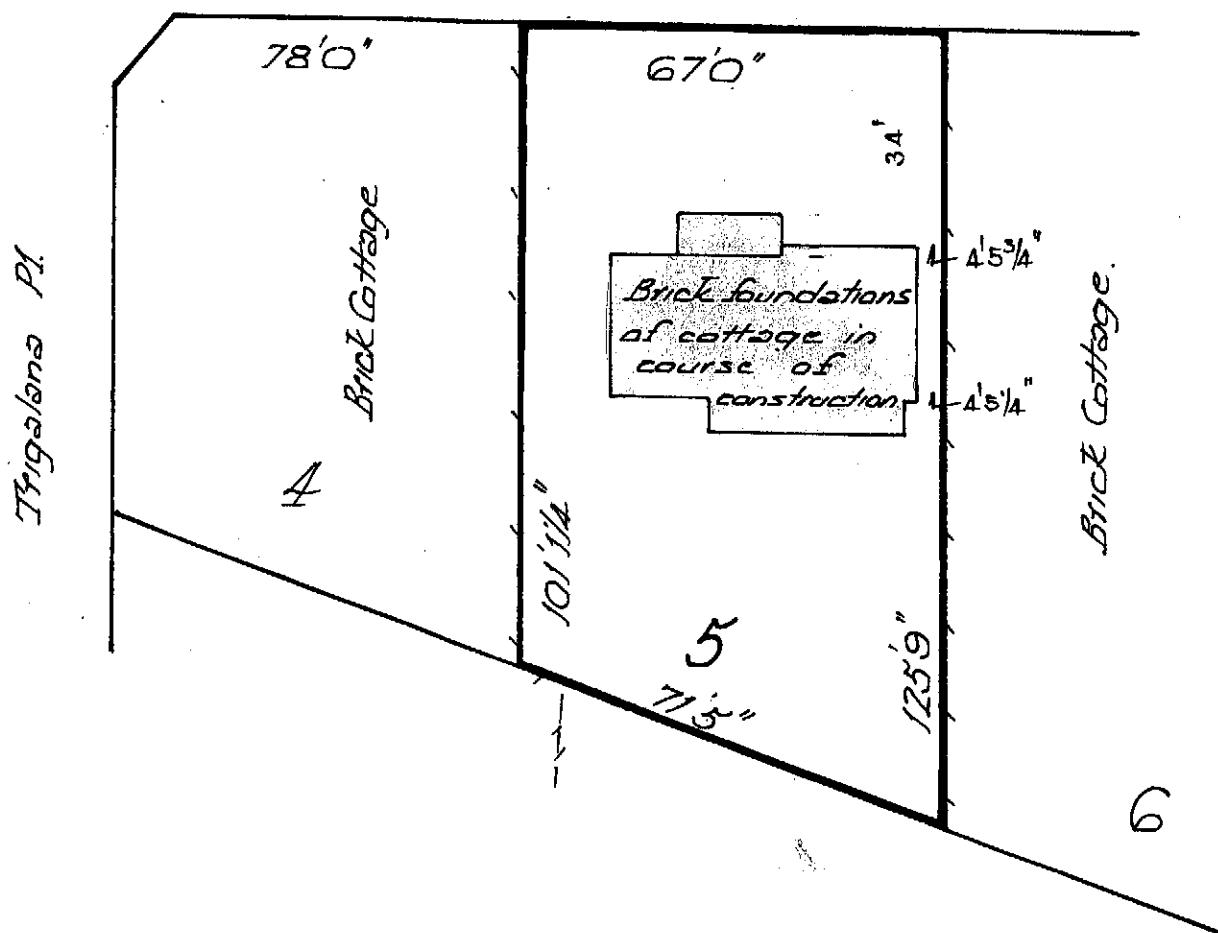
There are no encroachments by or upon the subject property.



REGISTERED SURVEYOR

NEW SOUTH WALES

The Esplanade.





Date Printed: 06 March 2012

Certificate Number: PLC2012/0912

Applicant Reference: Tina Williams

Bruce Petrie Solicitors

Receipt Number: 100154877

Suite A Level 3

215-217 Clarence St

SYDNEY NSW 2000

Property Address: 39 The Esplanade FRENCHS FOREST NSW 2086

Legal Description: Lot 5 DP 212961

Property ID: 136285

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

Warringah Local Environmental Plan 2011

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

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

Draft State Environmental Planning Policy (Competition) 2010

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

Warringah Development Control Plan

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

2. Zoning and land use under relevant LEPs

- 2.1 *Zoning and land use under Warringah Local Environmental Plan 2011*

(a) The land is identified by Warringah Local Environmental Plan 2011 as being within the following zone.

LEP - Land zoned R2 Low Density Residential

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

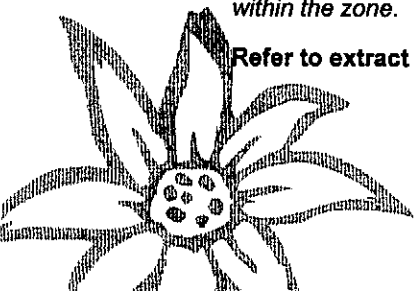
Refer to extract of Warringah Local Environmental Plan 2011 (attached)

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

Refer to extract of Warringah Local Environmental Plan 2011 (attached)

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

Refer to extract of Warringah Local Environmental Plan 2011 (attached)





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

No

(f) Whether the land includes or comprises critical habitat.

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

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

No

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

No

2.2 Draft Local Environmental Plan – if any

Nil

3. Whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (c) and (d) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

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

4A. Information relating to beaches and coasts

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

No



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

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

No

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

No

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

Not Applicable

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

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

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

No

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

No

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

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

No

(b) any environmental planning instrument

No

(c) any resolution of Council.

No

7. Whether or not the land is affected by a policy that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulfate soils, or any other risk (other than flooding):-

(a) as adopted by Council

No

(b) as adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in a planning certificate issued by the Council.

Bushfire Prone Land

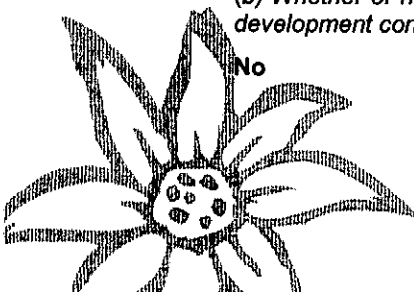
7A. Flood related development controls information

(a) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.

No

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

No





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

8. Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act.

No

9. The name of each contributions plan applying to the land

Warringah Section 94A Development Contributions Plan 2011 (adopted 28 June 2011 effective 1 July 2011). Please contact Council's Planning and Assessment Counter for more information.

- 9A. Is this land biodiversity certified land (within the meaning of Part 7AA of the Threatened Species Conservation Act 1995)?

No

10. Whether the land is land to which a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 relates (but only if council has been notified of the existence of the agreement by the Director-General of the Department of Environment and Climate Change and Water)?

No

11. Bush Fire Prone Land

Yes

12. Is the land subject to a property vegetation plan made under the Native Vegetation Act 2003?

No

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

No

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

No

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

No

For what period is the certificate current?

not applicable

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

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

No

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

No

For what period is the certificate current?

not applicable

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

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



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

No

For what period is the certificate current?

Not Applicable

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

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

No

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

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

No

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

No

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

No

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

No

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

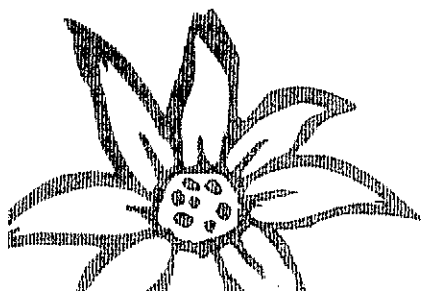
No

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

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.

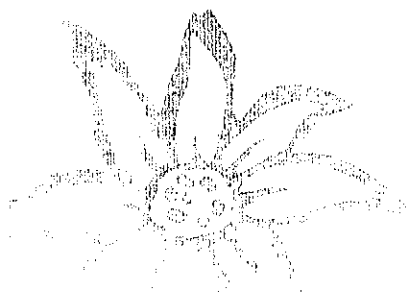
Address	Legal Description	Property Name	Date issued	Description of Project
Lot 741/ Alfred Street, Narraweena	Lot 742 DP 752038	Narraweena Public School	22 July 2009	A multi-purpose hall and covered outdoor learning area and associated site works.
Lot 2593/ Bundaleer Street, Belrose	Part Lot 2593 DP 752038	Yanginook 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 810343	St Pius X College	8 October 2009	Construction of a multi-purpose hall and associated works.





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

33 and 35 Myoora Road, Terrey 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 Myoora Road, and associated works comprising excavation, earthworks, drainage, ramps, pathways, tree removal and landscaping.
220 Forest Way, Belrose	Lot 1973 DP 752038	Kamaroi 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 918786, Lot 2 DP 208793, Lot 1 DP 229795, Lot 14 DP 5876, Lot 1 DP 209019, Lot 13 DP 5876, Lot 17 DP 3674, Lot 1 DP 365898, Lot 15 DP 5876, Lot 2 DP 209019 Lot 1 DP 947905	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 Natlon Building and Jobs Plan Taskforce on telephone No. 9926 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 landslip Council provides the following:-

No

(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.

No

2.

Threatened Species.

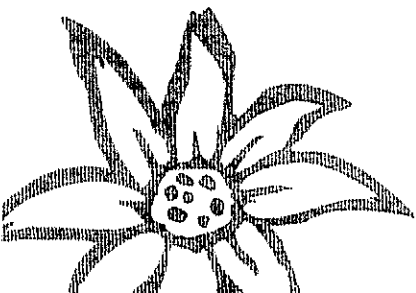
(a) Does this land have the potential to contain one or more of the following endangered or vulnerable ecological communities as described in the final determination of the scientific committee to list the ecological communities under Part 3 of Schedule 1 and Part 2 of Schedule 2 Threatened Species Conservation 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
Themeda 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



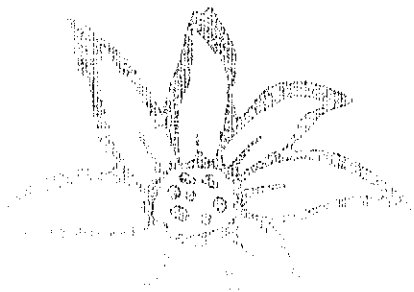


**Section 149 (2&5) Environmental Planning and
Assessment Act, 1979 (As Amended)**

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 Dee Why CBD, Manly Lagoon and Middle Creek may be flood affected. This includes the suburbs of Narrabeena, Dee Why, Cromer, Ingleside, Brookvale and Oxford Falls. Council's Natural Environment Unit can be contacted for further information.
- d. Information available to Council indicates coastal erosion may affect a greater number of properties and may present an increased risk to properties than that shown on published hazard maps of the Warringah coastline. Council's Natural Environment Unit can be contacted for further information.

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





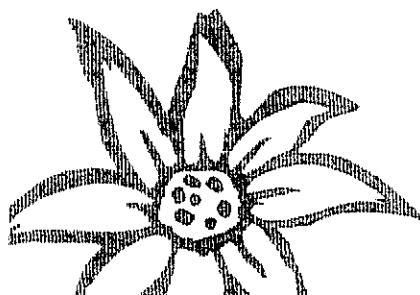
**Warringah
Council**

**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 Rik 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 28.08.1998

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

STATE ENVIRONMENTAL PLANNING POLICY (MAJOR PROJECTS) 2005

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

STATE ENVIRONMENTAL PLANNING POLICY (Sydney Region Growth Centres) 2006

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

STATE ENVIRONMENTAL PLANNING POLICY (INFRASTRUCTURE) 2007

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

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

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

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

Gazetted: 12.12.2008 – Commenced 27.02.2009

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

STATE ENVIRONMENTAL PLANNING POLICY (AFFORDABLE RENTAL HOUSING) 2009

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



EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone R2 Low Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To ensure that low density residential environments are characterised by landscaped settings that are in harmony with the natural environment of Warringah.

2 Permitted without consent

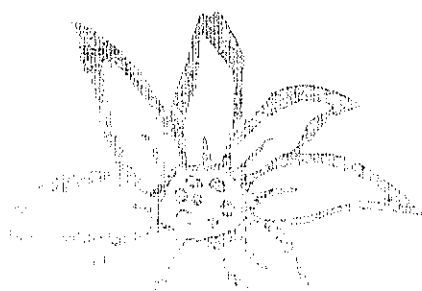
Home-based child care; Home occupations

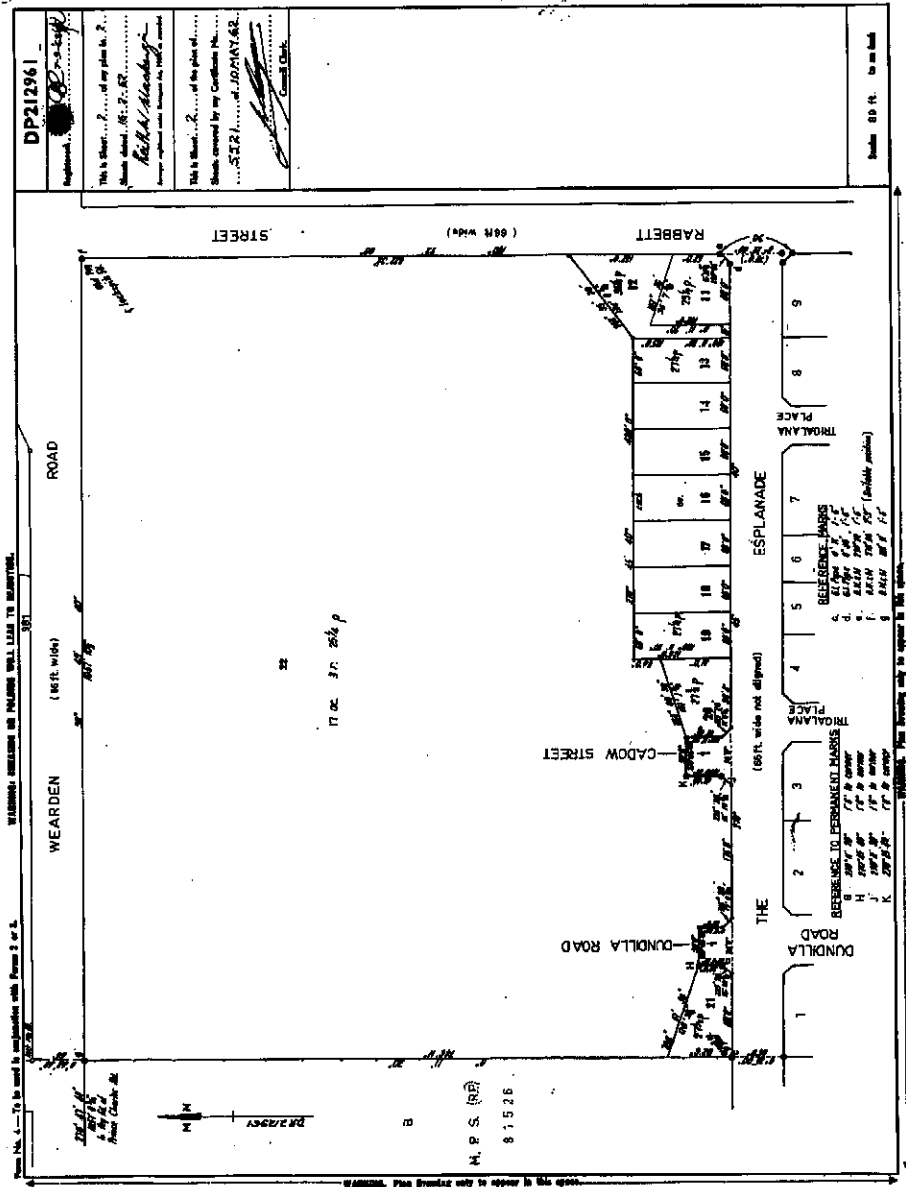
3 Permitted with consent

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

4 Prohibited

Any development not specified in item 2 or 3





CONVERSION TABLE ADDED IN
REGISTER GENERAL'S DEPARTMENT

FEET	INCHES	METRES
1	0	0.3048
2	0	0.6096
3	0	0.9144
4	0	1.2192
5	0	1.5240
6	0	1.8288
7	0	2.1336
8	0	2.4384
9	0	2.7432
10	0	3.0480
11	0	3.3528
12	0	3.6576
13	0	3.9624
14	0	4.2672
15	0	4.5720
16	0	4.8768
17	0	5.1816
18	0	5.4864
19	0	5.7912
20	0	6.0960
21	0	6.4008
22	0	6.7056
23	0	7.0104
24	0	7.3152
25	0	7.6200
26	0	7.9248
27	0	8.2296
28	0	8.5344
29	0	8.8392
30	0	9.1440
31	0	9.4488
32	0	9.7536
33	0	10.0584
34	0	10.3632
35	0	10.6680
36	0	10.9728
37	0	11.2776
38	0	11.5824
39	0	11.8872
40	0	12.1920
41	0	12.4968
42	0	12.8016
43	0	13.1064
44	0	13.4112
45	0	13.7160
46	0	14.0208
47	0	14.3256
48	0	14.6304
49	0	14.9352
50	0	15.2400
51	0	15.5448
52	0	15.8496
53	0	16.1544
54	0	16.4592
55	0	16.7640
56	0	17.0688
57	0	17.3736
58	0	17.6784
59	0	17.9832
60	0	18.2880
61	0	18.5928
62	0	18.8976
63	0	19.2024
64	0	19.5072
65	0	19.8120
66	0	20.1168
67	0	20.4216
68	0	20.7264
69	0	21.0312
70	0	21.3360
71	0	21.6408
72	0	21.9456
73	0	22.2504
74	0	22.5552
75	0	22.8600
76	0	23.1648
77	0	23.4696
78	0	23.7744
79	0	24.0792
80	0	24.3840
81	0	24.6888
82	0	24.9936
83	0	25.2984
84	0	25.6032
85	0	25.9080
86	0	26.2128
87	0	26.5176
88	0	26.8224
89	0	27.1272
90	0	27.4320
91	0	27.7368
92	0	28.0416
93	0	28.3464
94	0	28.6512
95	0	28.9560
96	0	29.2608
97	0	29.5656
98	0	29.8704
99	0	30.1752
100	0	30.4800
101	0	30.7848
102	0	31.0896
103	0	31.3944
104	0	31.6992
105	0	32.0040
106	0	32.3088
107	0	32.6136
108	0	32.9184
109	0	33.2232
110	0	33.5280
111	0	33.8328
112	0	34.1376
113	0	34.4424
114	0	34.7472
115	0	35.0520
116	0	35.3568
117	0	35.6616
118	0	35.9664
119	0	36.2712
120	0	36.5760
121	0	36.8808
122	0	37.1856
123	0	37.4904
124	0	37.7952
125	0	38.1000
126	0	38.4048
127	0	38.7096
128	0	39.0144
129	0	39.3192
130	0	39.6240
131	0	39.9288
132	0	40.2336
133	0	40.5384
134	0	40.8432
135	0	41.1480
136	0	41.4528
137	0	41.7576
138	0	42.0624
139	0	42.3672
140	0	42.6720
141	0	42.9768
142	0	43.2816
143	0	43.5864
144	0	43.8912
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146	0	44.5008
147	0	44.8056
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149	0	45.4152
150	0	45.7200
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152	0	46.3296
153	0	46.6344
154	0	46.9392
155	0	47.2440
156	0	47.5488
157	0	47.8536
158	0	48.1584
159	0	48.4632
160	0	48.7680
161	0	49.0728
162	0	49.3776
163	0	49.6824
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166	0	50.5968
167	0	50.9016
168	0	51.2064
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170	0	51.8160
171	0	52.1208
172	0	52.4256
173	0	52.7304
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175	0	53.3400
176	0	53.6448
177	0	53.9496
178	0	54.2544
179	0	54.5592
180	0	54.8640
181	0	55.1688
182	0	55.4736
183	0	55.7784
184	0	56.0832
185	0	56.3880
186	0	56.6928
187	0	56.9976
188	0	57.3024
189	0	57.6072
190	0	57.9120
191	0	58.2168
192	0	58.5216
193	0	58.8264
194	0	59.1312
195	0	59.4360
196	0	59.7408
197	0	60.0456
198	0	60.3504
199	0	60.6552
200	0	60.9600
201	0	61.2648
202	0	61.5696
203	0	61.8744
204	0	62.1792
205	0	62.4840
206	0	62.7888
207	0	63.0936
208	0	63.3984
209	0	63.7032
210	0	64.0080
211	0	64.3128
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213	0	64.9224
214	0	65.2272
215	0	65.5320
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217	0	66.1416
218	0	66.4464
219	0	66.7512
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221	0	67.3608
222	0	67.6656
223	0	67.9704
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225	0	68.5800
226	0	68.8848
227	0	69.1896
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231	0	70.4088
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234	0	71.3232
235	0	71.6280
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251	0	76.5048
252	0	76.8096
253	0	77.1144
254	0	77.4192
255	0	77.7240
256	0	78.0288
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258	0	78.6384
259	0	78.9432
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261	0	79.5528
262	0	79.8576
263	0	80.1624
264	0	80.4672
265	0	80.7720
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267	0	81.3816
268	0	81.6864
269	0	81.9912
270	0	82.2960
271	0	82.6008
272	0	82.9056
273	0	83.2104
274	0	83.5152
275	0	83.8200
276	0	84.1248
277	0	84.4296
278	0	84.7344
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281	0	85.6488
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283	0	86.2584
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287	0	87.4776
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299	0	91.1352
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301	0	91.7448
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303	0	92.3544
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310	0	94.4880
311	0	94.7928
312	0	95.0976
313	0	95.4024
314	0	95.7072
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316	0	96.3168
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319	0	97.2312
320	0	97.5360
321	0	97.8408
322	0	98.1456
323	0	98.4504
324	0	98.7552
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326	0	99.3648
327	0	99.6696
328	0	99.9744
329	0	100.2792
330	0	100.5840
331	0	100.8888
332	0	101.1936
333	0	101.4984
334	0	101.8032
335	0	102.1080
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342	0	104.2416
343	0	104.5464
344	0	104.8512
345	0	105.1560
346	0	105.4608
347	0	105.7656
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363	0	110.6424
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374	0	113.9952
375	0	114.3000
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378	0	115.2144
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380	0	115.8240
381	0	116.1288
382	0	116.4336
383	0	116.7384
384	0	117.0432
385	0	117.3480
386	0	11

Copy of
Drawing
7618594

M. W. S. & S.
GENERAL SERVICE ENGINEERS
Municipality of Worthington

Suburb of French's Fork



Scale: Approx. 1:200
Distances/angles in inches
pipe diameters in millimetres

SYMBOLS AVAILABLE

When the sewer is not available and a special inspection is required the Board reserves the responsibility for the quantity of the sewage in relation to the physical condition of the sewer.

Notes: This diagram only indicates the possibility of a sewer and any drainage system shown is subject to the Board's records (Part 1, Clause 1). The existence and position of Board's sewers, drains, manholes, pipes, valves and structures shown are approved by the Board. The Board does not guarantee the accuracy of the information of sewer available at Board's Head Office or at the Office of the Chief Engineer at Board's Head Office or at the Office of the Chief Engineer at Board's Head Office or at the Office of the Chief Engineer at Board's Head Office.

SYMBOLS AND ABBREVIATIONS

- Manhole
- Down Channel
- W.H. Lampbox
- Secondary Trap
- Inspection Shaft
- Pit
- Grease Interceptor
- Drain
- Trap
- Check Valve
- Changing Eye
- Over Vent Pipe
- Off Vent Pipe

DRAINAGE

Supervised by

Inspector

Field Diagram Examined by

Date of Issue

Tracing Checked by

Supervised by

Inspector

Ordnance

W.S.

W.O. 31614

W.O. 31614

Sheet No. 1577

For House Services Engineer