

Contract for the sale and purchase of land 2018 edition

TERM

MEANING OF TERM

NSW Duty:

vendor's agent **Skyline Real Estate Ref: Stuart Bath** **Tel: (02) 9452 3444**
3/14 Frenchs Forest Road, Frenchs Forest NSW 2086 **Fax: (02) 9452 4555**

co-agent
 vendor **Peter Norman Beattie and Yvette Patricia Beattie**
3 Tisane Avenue, Frenchs Forest NSW 2086

vendor's solicitor **Wilshire Webb Staunton Beattie Tel: (02) 9299 3311 Fax: (02) 9290 2114**
Level 9, 60 York Street, Sydney NSW 2000 DX 777 SYDNEY Ref: Greg Beattie

date for completion **42nd** day after the contract date (clause 15)
 land (address,
 plan details and
 title reference) **3 Tisane Avenue, Frenchs Forest NSW 2086**
Lot 60 in Deposited Plan 867027 Folio Identifier 60/867027

improvements ☒ VACANT POSSESSION ☐ subject to existing tenancies
☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space
☐ none ☐ other:

attached copies documents in the List of Documents as marked or 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 ☒ dishwasher ☒ light fittings ☒ stove
☒ built-in wardrobes ☐ fixed floor coverings ☒ range hood ☒ pool equipment
☒ clothes line ☐ insect screens ☐ solar panels ☒ TV antenna
☐ curtains ☒ other: **Fountain equipment (1 large & 2 small)**

exclusions

purchaser

purchaser's solicitor

WARNING
THIS MAY NOT BE THE FINAL
FORM OF THE CONTRACT WHICH
IS SUBJECT TO ANY LATER
AMENDMENTS OR ABBREVIATION
BY THE VENDOR PRIOR TO
EXCHANGE

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

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

buyer's agent

vendor

GST AMOUNT (optional)

The price includes

GST of: \$

witness

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

EXECUTION PAGE**PURCHASER'S EXECUTION****SIGNED BY**_____
Purchaser_____
Witness_____
Purchaser_____
Witness**OR****EXECUTED**by _____)
PTV LIMITED (ACN _____)
as purchaser in accordance with section)
127 of the Corporations Act 2001)_____
Director_____
Director / Secretary**GUARANTOR'S EXECUTION**
(Special Condition 43)**Signed, Sealed and delivered**by _____)
as guarantor in the presence of)_____
Signature_____
Witness_____
Name of Witness (print)_____
Address of Witness (print)**Signed, Sealed and delivered**by _____)
as guarantor in the presence of)_____
Signature_____
Witness_____
Name of Witness (print)_____
Address of Witness (print)

Choices

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

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

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

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

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

Purchaser must make an *RW payment*
 (residential withholding payment)

☒ NO ☐ yes (if yes, vendor must provide
 further details)

If the further details below are not fully completed at the
 contract date, the vendor must provide all these details in a
 separate notice within 14 days of the contract date.

RW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW payment*: \$

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

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

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

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

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

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

List of Documents

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

Australian Taxation Office
Council
County Council
Department of Planning and Environment
Department of Primary Industries
East Australian Pipeline Limited
Electricity and gas
Land & Housing Corporation
Local Land Services
NSW Department of Education

NSW Fair Trading
NSW Public Works Advisory
Office of Environment and Heritage
Owner of adjoining land
Privacy
Roads and Maritime Services
Subsidence Advisory NSW
Telecommunications
Transport for NSW
Water, sewerage or drainage authority

If you think that any of these matters affects the property, tell your solicitor.

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>RW rate</i>);
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation within</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> , in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 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.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 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 is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;

8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and

8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *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, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *RW payment*.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 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 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.

16 Completion**• Vendor**

- 16.1 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 lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party 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* –
- 16.7.1 the price less any:
- deposit paid;
 - *remittance amount payable*;
 - *RW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by 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 prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *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 email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; 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, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *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 pages 1 - 3) 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 clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title**• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The parties must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 Normally, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is 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;
- 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; or

- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice 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* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 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. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
 - 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must serve a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
 - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 - 25.5.3 *normally*, need not include a Crown grant; and
 - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
 - 25.6.2 the purchaser does not have to serve the 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) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser serves the purchaser's part of the application, the purchaser can *rescind*; or
 - 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
 - 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

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

29 Conditional contract

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

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs; incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
 - 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
 - 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
 - 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
 - 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
 - after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
 is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
 - 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
 - 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
 - 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
 - 30.6.2 create and *populate* an *electronic transfer*;
 - 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
 - 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
 - 30.7.2 create and *populate* an *electronic transfer*;
 - 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
 - 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
 - 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
 - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion; and
 - 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ENCL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 31.2.4 *serve* evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

3 Tisane Avenue, Frenchs Forest NSW 2086

**SPECIAL CONDITIONS REFERRED TO
IN CONTRACT FOR THE SALE OF LAND**

[illegible]

32. SPECIAL CONDITIONS PREVAIL

32.1 Where there is any inconsistency between the provisions of clauses 1 to 31 of this Contract and these special conditions then these special conditions prevail.

33. NO WARRANTY

33.1 The Purchaser acknowledges that this Contract is not made relying on any warranty or representation by the Vendor or any person on behalf of the Vendor whether oral or in writing, except those that are expressly provided in this Contract which sets out the whole agreement between the parties.

34. COMPLETION

34.1 Notice to Complete

Where this Contract is not completed by the Completion date the party not in default may serve on the other party a Notice to Complete which makes time of the essence of this Contract. A party serving a Notice to Complete may also withdraw a Notice to Complete.

34.2 Terms of Notice to Complete

Any Notice to Complete shall specify a final Completion date which must be at least fourteen (14) days after the date of service of the Notice to Complete (calculated exclusive of the date of service but inclusive of the nominated date). The parties acknowledge that a period of fourteen (14) days is sufficient and reasonable for all purposes.

34.3 Removal of Charges

The Vendor is not unable or unready or unwilling to complete this Contract by reason of the existence of any charge on the Property for any rate, tax or outgoing and is entitled to serve a Notice to Complete on the Purchaser even though at that time there is a charge on the Property for a rate, tax or outgoing.

34.4 Interest for Late Completion

If this Contract is not completed on or before the Completion date provided for in this Contract (the "Due Date") the Purchaser shall on Completion pay to the Vendor interest on the balance of the purchase price at the rate of ten per centum (10%) per annum calculated on a daily basis from the Due Date or if the Vendor is not ready willing and able to complete on the Due Date then such later date on which the

Vendor is ready willing and able to complete this Contract until Completion. The Purchaser is not entitled to require the Vendor to complete this Contract unless interest is paid to the Vendor on Completion and it is an essential term of this Contract that interest be so paid.

35. NO WARRANTY IN RESPECT OF USE

- 35.1 The Vendor gives no warranty as to the use to which the Property may be put.
- 35.2 The Purchaser must satisfy itself on all matters relating to the use of the Property and will be deemed to have entered into this Contract with full knowledge of and subject to any prohibition or restriction upon the use of the Property, whether under any Act, Ordinance, Regulation, By-Law, Town Planning Scheme, Interim Development Order, Order of Court or otherwise.
- 35.3 If the use to which the Vendor has put the Property is permissible only with the consent of any authority under any Act, Ordinance, Regulation, By-Law, Town Planning Scheme, Interim Development Order, Order of Court or otherwise the Purchaser must obtain consent at the Purchaser's own expense.
- 35.4 Completion of this Contract is not conditional or dependent upon any matter referred to in this condition.

36. CONDITION OF PROPERTY

- 36.1 The Purchaser acknowledges having inspected the Property (Land, Improvements and Inclusions) and accepts them in the state of repair, condition and infestation they are in immediately prior to the date of this Contract, including all faults and defects, whether patent or latent. The Purchaser will not make any objection, requisition, or claim for compensation, or claim any right to rescind or terminate, arising out of the condition of the Property (Land, Improvements and Inclusions) included in this Contract or any damage or deterioration to them occurring between the date of this Contract and the date of Completion.

37. INCAPACITY

- 37.1 Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the Vendor had this clause not been included in this Contract should the Purchaser or any of them prior to Completion:
 - (a) die or become mentally ill then the Vendor may, unless prevented by any statute rescind this Contract by notice in writing served on the solicitors named as the Purchaser's solicitors in this Contract or if none are named by leaving such notice at the address of the Purchaser shown on the front page of this Contract.
 - (b) be declared bankrupt or enter into any scheme or make any assignment for the benefit of any creditors, or being a company resolve to go into liquidation or have a petition for its winding up presented or enter into any scheme of arrangement with any of its creditors or should any liquidator, provisional liquidator, receiver, or receiver and manager, or administrator be appointed to

it then the Purchaser shall be in default and the Vendor may, unless otherwise prohibited by law, terminate this Contract and forfeit the deposit by notice in writing served on the solicitors named as the Purchaser's solicitors in this Contract or if none are named by leaving such notice at the address of the Purchaser shown on the front page of this Contract.

38. FOREIGN INVESTMENT REVIEW BOARD

- 38.1 The Purchaser further acknowledges that if the promise in clause 22.1 is untrue in any respect, the Purchaser hereby indemnifies the Vendor against any loss which the Vendor may suffer as a result of the Vendor having relied on the promise.

39. VENDOR'S DISCLOSURE

- 39.1 The Purchaser acknowledges and agrees that the Purchaser's only remedy in the event of a breach by the Vendor of the warranties deemed to be included in this Contract by section 52A of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2017 is rescission of this Contract.

40. SURVEY REPORT

- 40.1 Attached to this Contract is a photocopy of a survey report by John S. McDonald & Associates dated 3 March 2006 ("Survey Report"). If the Vendor holds the original of the Survey Report then the Vendor will hand the original to the Purchaser on completion.
- 40.2 The Vendor does not warrant that the Survey Report is accurate or complete.
- 40.3 The Purchaser cannot make an objection, requisition or claim for compensation or claim any right to delay completion of this Contract or rescind or terminate this Contract in respect of any matter contained in or arising out of anything disclosed by or referred to in the Survey Report.

41. SWIMMING POOL

- 41.1 The Vendor does not warrant that the swimming pool on the property complies with the requirements imposed by the Swimming Pools Act, 1992 ("**Act**") and the regulations prescribed under the Act and attaches registration certificate from the NSW Government Swimming Pool Register ("**Registration Certificate**").
- 41.2 The Vendor discloses that the swimming pool does not comply with Part 2 of the Swimming Pools Act 1992. In this regard a Certificate of Non-Compliance under Clause 18BA under the Swimming Pools Regulation of 2008 is attached to the Contract ("**Non-Compliance Certificate**") and Notice of Swimming Pool Non-Compliance by Jenny Wren Pool Certification dated 2 September, 2019 ("**Non-Compliance Report**").
- 41.3 The Vendor does not intend to bring about the works necessary to cause a Compliance Certificate to issue for the swimming pool or undertake the works in the Non-Compliance Report and it will be the Purchaser's responsibility to procure the same and do such other things required to comply with the Non-Compliance

Certificate and the Non-Compliance Report within ninety (90) days from completion of this Contract and change the address in the relevant certificates;

- 41.4 The Purchaser agrees that after completion the Purchaser will comply with the requirements of the Act and regulations and this special condition shall not merge upon completion of this Contract.
- 41.5 The Purchaser may not make any claim or raise any requisition, objection, delay completion or terminate or rescind the Contract whatsoever in relation to the swimming pool or any non-compliance with the Swimming Pools Act, 1992 or other relevant legislation or the Registration Certificate, the Non-Compliance Certificate or the Non-Compliance Report or any other matter under this clause 41.

42. SELLING AGENT

- 42.1 The Purchaser warrants that except for the Estate Agent referred to in this Contract he has not been introduced to the Property or to the Vendor by any other Real estate agent or employee of another Real estate agent and agrees to indemnify and keep indemnified the Vendor against all claims, action, suits, demands, costs and expenses in relation to a breach of this warranty. This Additional Clause shall not merge on completion.

43. GUARANTEE AND INDEMNITY

- 43.1 This special condition applies if the Purchaser named in the particulars of this contract is a corporation other than a public company listed on the Australian Stock Exchange.

- 43.2 In this special condition Guarantor means:

of _____

_____ and

of _____

- 43.3 In consideration of the Vendor entering into this Contract with the Purchaser at the Guarantor's request, the Guarantor as testified by his/her execution of this Contract hereby unconditionally and irrevocably covenants with the Vendor that the Guarantor will be (with the Purchaser) jointly and severally liable to the Vendor for the due and punctual performance and observance by the Purchaser of the covenants and agreements express or implied on the part of the Purchaser to be performed and observed under this Contract AND it is hereby expressly agreed that the Vendor shall be at liberty to grant any time or indulgence to the Purchaser or to vary the terms of this Contract or to compromise with or release the Purchaser from all or any liability under this Contract and may release securities without in any of such events affecting the liability of the Guarantor under this Contract.

- 43.4 In the event of the winding-up of the Purchaser the Guarantor shall not be entitled to prove or claim in competition with the Vendor so as to diminish any distribution dividend or payment which but for such proof or claim the Vendor would be entitled to receive arising out of or relating to such winding-up.
- 43.5 Without prejudice to the generality of the foregoing guarantee the Guarantor hereby agrees to indemnify and to keep indemnified the Vendor from and against all loss, damage, costs, expenses, actions, claim, demands and liability whatsoever which arise directly or indirectly as a result of any breach by the Purchaser of its obligations under this Contract and the Guarantor will pay any money due to the Vendor by reason of this indemnity on demand including the balance of the purchase price, the adjustments due to the Vendor on completion and interest if any pursuant to these special conditions.
- 43.6 The Guarantor must on written demand from the Vendor pay to the Vendor all expenses incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of any right under this special condition.
- 43.7 If the Vendor assigns or transfers the benefit of this Contract then the transferee receives the benefit of the Guarantor's obligations under this special condition.

44. ALTERATIONS TO STANDARD CONDITIONS

- 44.1 The parties acknowledge and agree that the standard conditions of the Contract shall be amended as follows:
- (a) Clause 7.1.1 is deleted;
 - (b) Clause 8.1 is amended by the deletion of the words "on reasonable grounds" where appearing in the first line and the addition of the words "at the uncontrolled discretion of the Vendor" at the end of the clause;
 - (c) Clause 10.1.2 is amended by adding the words "or the non availability of a service" after the word "property" where it appears for the second time on line 2 of that Clause;
 - (d) Clause 14.4 is amended by deleting clause 14.4 and replacing it with the following clause:

"The parties must adjust land tax for the year current at the adjustment date by adjusting the amount actually payable by the Vendor on the Property without any threshold.";
 - (e) Clause 16.5 is amended by deleting the words ", plus another 20% of that fee";
 - (f) Clause 16.6 is amended by adding the words "but only if the purchaser has served the land tax certificate not later than 10 days prior to the completion date stated on the front page of the contract.";

- (g) Clause 18.7 is amended by deleting the words "none is payable" and substituting the words "then the fee shall be the amount which is 0.15% of the Purchase Price payable for each week or part of a week that the Purchaser is in possession of the Property";
- (h) Clauses 24, 25, 26, 27, 28 and 29 are deleted.

SURVEY REPORT



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

3 Tisane Avenue, Frenchs Forest

Property
situate at }

Lot 60 in Deposited Plan 867027

3 March 2006

Date:

Re: Beattie from Agius and Abbott

JOHN S. McDONALD & ASSOCIATES

REGISTERED SURVEYORS
LAND DEVELOPMENT CONSULTANTS
PROJECT MANAGERS

John S. McDonald & Associates

ABN 43 115 091 659
Land & Engineering Surveyors
(Licensed under Real Property Act)

MEMBER OF THE INSTITUTION OF SURVEYORS N.S.W. INC.
MEMBER OF THE CONSULTING SURVEYORS ASSOCIATION N.S.W. INC.

P.O. Box 149, Minto 2566
2/8 Minto Road, Minto 2566
DX 3411 Ingleburn

Telephone: (02) 9820 2429
Facsimile: (02) 9603 1600

e-mail: jsmd@jsmsurvey.com
website :www.jsmsurvey.com

SURVEY REPORT



Ref: 060259

Date: 3 March 2006

Re: Beattie from Agius and Abbot

In accordance with your instructions we have surveyed the land edged red on the sketch adjoining, being Lot 60 in Deposited Plan 867027 and being the whole of the land comprised in Folio Identifier 60/867027. The subject land has a frontage to Tisane Avenue at Frenchs Forest in the Local Government Area of Warringah. The Title information dated 24/11/2005.

Upon and wholly within the boundaries of the subject land stands a one and two storey cement rendered residence with a tile roof, known and identified as No. 3 Tisane Avenue at Frenchs Forest.

The distances shown from improvements to boundaries are for identification purposes only and are not to be used for boundary definition purposes.

The boundaries of the subject land are fenced as shown on the sketch adjoining.

A patio, pergola, inground pool, spa and shed stand within the subject land as shown on the sketch adjoining.

The subject land is subject to Restrictions on the Use of Land as created by Deposited Plan 867027. The terms and conditions of which have not been investigated.

Other than fencing irregularities, there are no further apparent visible encroachments by or upon the subject land.

Full details in relation to the subject land are shown on the sketch adjoining, together with sufficient information for identification purposes. Any improvements to be erected on or near the boundaries will require further survey.

Registered Surveyor

SKETCH

TISANE AVENUE

(0.08)

2 STOREY
BRICK
RES.
NO 4

(0.06)

SANDSTONE WALL N.F.

FCE

WALL/BDY-
1.70

WALL/BDY
1.59

36.99

I.G. POOL

SPA

P

1 & 2 STOREY
CEMENT
RENDERED
RESIDENCE
(TILE ROOF)
NO 3

PERGOLA

D.P.
867027

21

21.66

(7.14)

N.F.

F.

N.F.

(0.12)

(0.03)

SANDSTONE WALL

FCE

WALL/BDY
1.34

2 STOREY
CEMENT
REND. RES.
NO 2

WALL/BDY
0.86

39

WALL/BDY
0.88

F.(0.09)

SHED

C.

L.

&

N.F. L.

FENCE

AVENUE

(7.14)

60

2 STOREY
BRICK
RES.
Nº4

(0.06)

WALL/BDY-
1.70

WALL/BDY
1.59

| SANDSTONE WALL | N.F.

L. & C. PAL.

GUT. 0-16

36.99

I.G.POOL

SPA

1 & 2 STOREY
CEMENT
RENDERED
RESIDENCE
(TILE ROOF)
NO 3

PERGOLA

FCE

30

PAL:

(j)

2. 2. 2.

WALL/BDY
1.34

2 STOREY
CEMENT
REND. RES.
NO2

WALL/BDY
0.86

WALL/BDY
0.88

 $F(0.09)$

D.P.
867027

21

FENCE



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 60/867027

SEARCH DATE	TIME	EDITION NO	DATE
22/8/2019	9:22 AM	7	2/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY COMMONWEALTH BANK OF AUSTRALIA.

LAND

LOT 60 IN DEPOSITED PLAN 867027
AT FRENCHS FOREST
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP867027

FIRST SCHEDULE

PETER NORMAN BEATTIE
YVETTE PATRICIA BEATTIE
AS JOINT TENANTS

(T AC296211)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP863357 EASEMENT TO DRAIN WATER 1 WIDE AND VARIABLE
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP867027 RESTRICTION(S) ON THE USE OF LAND
- 4 AC296212 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

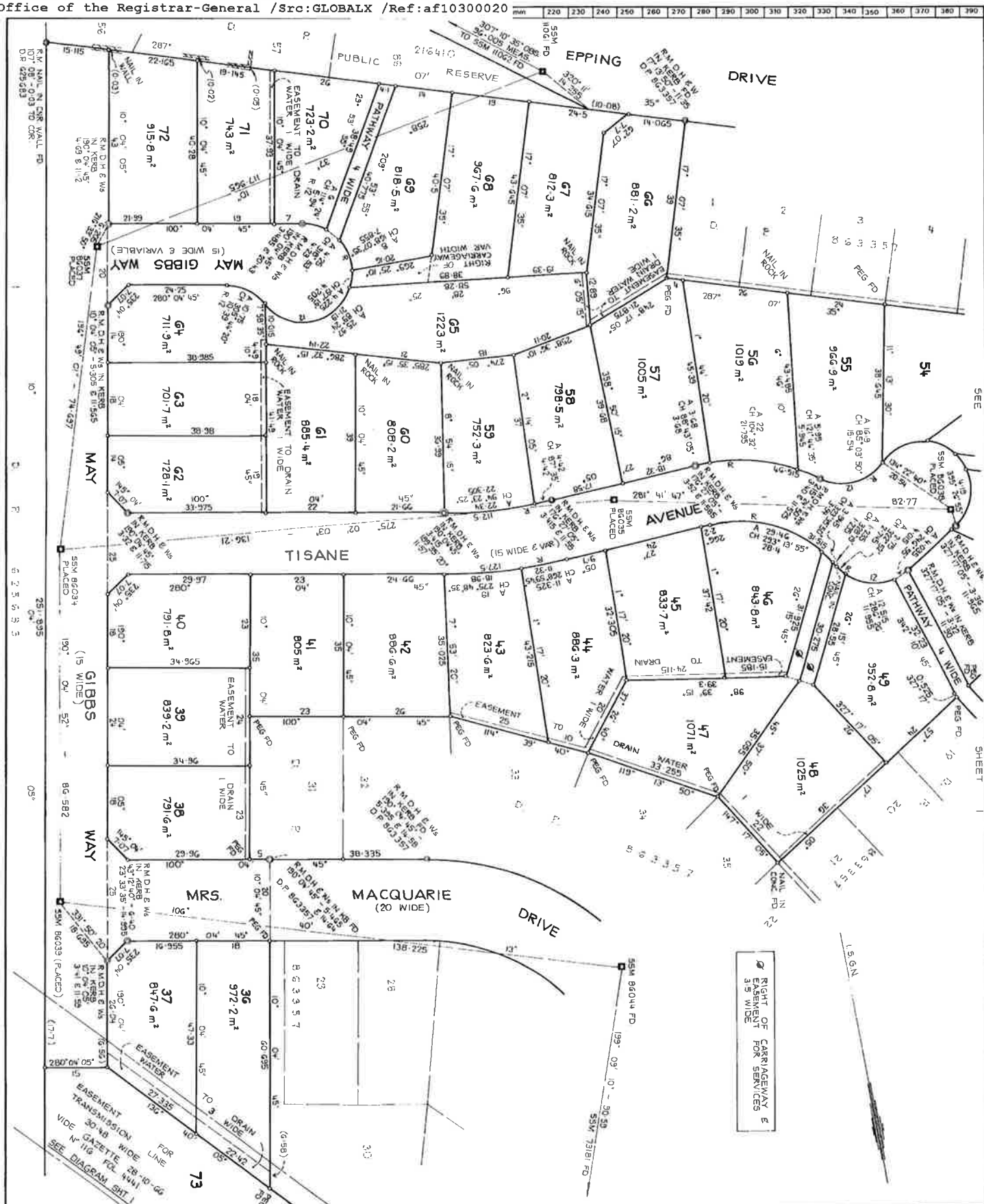
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PRINTED ON 22/8/2019

Obtained from NSW LRS on 22 August 2019 09:22 AM AEST

© Office of the Registrar-General 2019

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. GlobalX hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900. Note: Information contained in this document is provided by GlobalX Pty Ltd, ABN 35 099 032 596, www.globalx.com.au an approved NSW Information Broker.



RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 3.5 WIDE

Plan Drawing only to appear in this space

SUPERVISOR REFERENCE: 34245

Registered:  14.3.1997	This is sheet 2 of my plan or 2 sheets dated 10th OCTOBER, 1996	Surveyor registered under Surveyors Act 1933	This is a plan of the plan of 9945 dated 10th OCTOBER 1997
<i>Handwritten signature: J. S. Miller</i>			
For use where space is insufficient in any panel on Plan Form 2			
<i>Handwritten signature: J. S. Miller</i>			
Reduction Ratio 1:600			

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON USE OF LAND AND POSITIVE COVENANT INTENDED TO BE CREATED
PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

Lengths are in metres

(Sheet 1 of 5 sheets)

DP 867027

Plan of Subdivision of Lot 37 D.P.
863357 covered in Council Clerk's
Certificate No. **9965** of 10.3.1997

PART 1.

Full name and address
of proprietor of the land

Arthur Barry Nesbitt and
Janet Heather Scott
of 119 Willoughby Road, Crows Nest

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

Easement to drain water 1
wide.

Schedule of lots etc. affected.

Lots burdened

Lots benefited

38	39, 40, 41
39	40, 41
43	42
44	42, 43, 45, 46, 47, 48
45	46, 47, 48
46	47, 48
47	42, 43, 44, 45, 46, 48
48	42, 43, 44, 45, 46, 47, 49
52	51
62	63, 64, 65
63	64, 65
64	65
65	67
66	65, 67
71	Lot 57 D.P. 216410

2. Identity of Easement secondly referred
to in abovementioned plan.

Easement to drain water 3
wide.

Schedule of lots etc. affected.

Lots burdened

Lot or Authority benefited

36	37, Warringah Council
37	Warringah Council
73	36, 37, Warringah Council

3. Identity of Easement thirdly referred
to in abovementioned plan.

Right of Carriageway and
Easement for Services 3.5
wide.

Schedule of lots etc. affected.

Lots burdened

Lots benefited

47	48
48	47

WARRINGAH COUNCIL


Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON USE OF LAND AND POSITIVE COVENANT INTENDED TO BE CREATED
PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

Lengths are in metres

(Sheet 2 of 5 sheets)

DP 867027

Plan of Subdivision of Lot 37 D.P.
863357 covered in Council Clerk's
Certificate No. **996S of 10.3.1997**

4. Identity of Easement fourthly referred
to in abovementioned plan.

Right of Carriageway and
variable width.

Schedule of lots etc. affected.

Lots burdened

68

Lots benefited

69

5. Identity of Restriction fifthly
referred to in abovementioned plan.

Restriction on Use of Land
~~and Positive Covenant~~

Schedule of lots etc. affected.

Lots burdened

Lots 36 to 72 inclusive

Lots benefited

Lots 36 to 72 inclusive

PART 2.

Terms of Restriction fifthly referred to in abovementioned plan.

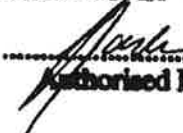
A. Size of Dwellings.

No single dwelling shall be erected or be permitted to remain erected on the lot burdened, having a total habitable floor area of less than 200 square metres exclusive of car accommodation, external landings and patios.

B. External Walls and Building Plans.

- (1) No building shall be erected or permitted to remain on the lot burdened unless the external walls thereof are constructed of brick, stone, glass, timber, concrete, aluminium, hardboard sheeting or any combination thereof provided that the part or parts of the external walls constructed of timber, concrete, aluminium sheeting, hardboard sheeting or any combination thereof do not exceed twenty-five per centum (25%) of the total area of the external walls.
- (2) No building shall be erected on the lot burdened unless the design thereof and the materials to be used in the external facades thereof shall have been first approved in writing by the Developer nor shall any building be permitted to remain on the lot burdened unless the said approval shall have been given by the Developer prior to the commencement of construction thereof.
- (3) The Developer shall not make any charge for consideration and approval of plans.

WARRINGAH COUNCIL


Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON USE OF LAND AND POSITIVE COVENANT INTENDED TO BE CREATED
PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

Lengths are in metres

(Sheet 3 of 5 sheets)

Plan: D.P. 867027

Plan of Subdivision of Lot 37 D.P.
863357 covered in Council Clerk's
Certificate No. 9965 of 10.3.1997

- (4) Any approval granted by the Developer shall not constitute an agreement or representation as to adequacy, suitability or fitness of any plans and specifications or to the siting of the building or that the relevant State or Local Government or other competent authority will grant its approval.

C. Fences.

No fence shall be erected or permitted to remain on the lot burdened unless the same is constructed of brick, masonry, lapped and capped stained timber, lapped and capped pine impregnated with copper chrome arsenate (commonly known as "treated pine"), brushwood, chain wire, colour bonded metal, or such other material as may be approved by the Developer.


No front boundary fence shall be constructed or permitted to remain constructed on the front boundary alignment of the lot burdened. No side fences shall be constructed or permitted to remain constructed on the lot burdened between the front alignment and the building line unless such fence does not exceed one (1) metre in height and the material used for such fence has first been approved in writing by the Developer. "Side Fences" shall mean fences from the street boundary to the front building alignment. Along access corridors of battleaxe allotments side fences shall not exceed one metre height from road frontage to neighbouring front building alignments and from that point may exceed one metre height to rear boundary line. Plans and specifications for fencing for corner lots must be approved by the Developer prior to construction thereof.

No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Arthur Barry Nesbitt and Janet Heather Scott without the consent of the Developer but such consent shall not be withheld if such fence is erected without expense to Arthur Barry Nesbitt and Janet Heather Scott provided that this restriction shall remain in force only during such time as Arthur Barry Nesbitt and Janet Heather Scott are the registered proprietors of any land in the plan or any land immediately adjoining the land in the plan whichever is the later.

D. Trailers and Caravans.

No plant, machinery and/or other equipment, including but without limiting the generality thereof any caravan, box trailer, boat trailer, car trailer, motor vehicle or any part thereof, (any item of such plant, machinery and/or other equipment and any item deemed to be included as such plant, machinery and/or other equipment being hereinafter in this restriction referred to as a "Prohibited Item") shall be permitted to remain on any part of the Prohibited Area of the lot burdened for a period exceeding thirty (30) consecutive days without being moved from the lot burdened. Any Prohibited Item that is removed from the lot burdened for a period of less than seven (7) consecutive days shall be deemed to have remained on the lot burdened for the period during which it was removed. Notwithstanding anything contained or implied in this restriction any motor car, motor station wagon and/or utility that is

WARRINGAH COUNCIL


Authorized Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON USE OF LAND AND POSITIVE COVENANT INTENDED TO BE CREATED
PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

Lengths are in metres

(Sheet 4 of 5 sheets)

Plan: D.P. 867027

Plan of Subdivision of Lot 37 D.P.
863357 covered in Council Clerk's
Certificate No. 9965 of 10-3-1995

properly registered for use on a public road shall not be deemed to be a "Prohibited Item". For the purposes of this restriction the "Prohibited Area" of the lot burdened shall mean:

- (i) in the case of a lot which faces only one (1) public road, that area between the rear building line of the main building erected thereon and the public road to which the said lot abuts BUT shall not include any area which is not visible from any public road and/or place; and
- (ii) in the case of a lot which faces more than one (1) public road, that area between the rear building line of the main building erected thereon and the public road to which the said main building faces AND any other area of the lot that is not screened from any other public road BUT shall not include any area which is not visible from any public road and/or place.

E. Landscaping.

- (a) Landscaping shall be substantially completed from the front boundary line to the front building line of the lot burdened within three months after occupation of the dwelling. For the purposes of this clause "landscaping" shall mean that driveways be completed from the front boundary to car accommodation, land to be cleared of building debris and turf or other ground cover planted and maintained in a tidy state. Each lot shall be maintained in a tidy state and during construction, building debris shall be cleared regularly and all debris shall be confined to the lot boundary. The Owner shall ensure that builders or contractors engaged by the Owner minimise soil erosion and pollution during construction of the dwelling.
- (b) Driveways shall be constructed of pressed concrete, pebblecrete, quarry tile/brick or similar quality surface material with the kerb shape adjusted to flange from the driveway to the road height. The kerb may not be bridged to the roadside nor temporary driveway surfaces be used after the said three month period.

F. Television Antennae, Solar Panels, etc.

Satellite dishes/receptors, air conditioning units, solar heating apparatus and similar units shall be located in such position so that they are not visible from any public road.

G. Building.

The Owner shall:

- (a) Substantially commence building construction of the dwelling on the lot burdened within twenty four (24) months of the date of acquisition.

WARRINGAH COUNCIL


Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON USE OF LAND AND POSITIVE COVENANT INTENDED TO BE CREATED
PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

Lengths are in metres

(Sheet 5 of 5 sheets)

Plan: D.P. 867027

Plan of Subdivision of Lot 37 D.P.
863357 covered in Council Clerk's
Certificate No. 9965 of 10.3.1995

- (b) Proceed with all due diligence to complete the dwelling within twelve (12) months from the commencement of construction, and shall not in any case allow a period of more than three (3) months to elapse without substantial work being carried out.
- H. No signage shall be erected on any lot unless with the prior approval of the Developer.
- I. Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.
- J. These restrictions as to use shall be effective for a period of five (5) years from the date of registration of the Deposited Plan in relation to the lot and after the expiration of the said five (5) year period shall cease to be effective.

In these Restrictions as to Use "the Developer" shall mean Colonial Credits Pty. Limited ACN 000 092 455 and the party having the authority to release vary or modify the Restrictions as to Use ~~thirdly~~ referred to is Colonial Credits Pty. Limited ACN 000 092 455. ~~fifthly~~

Name of authority empowered to release vary or modify the Easements firstly to fourthly referred to is Warringah Council.

Signed in my presence by Arthur Barry
Nesbitt and Janet Heather Scott who
are personally known to me

.....
Signature of Witness

.....
Name of Witness

.....
Address of Witness

THOMAS HUGH WALKER
SOLICITOR
FORESTVILLE

.....
Registered Proprietor

.....
Registered Proprietor

(tw\961224a)

REGISTERED



14.3.1997

WARRINGAH COUNCIL

.....
Authorised Person

Frith's Ferry, N.Y.
+ 1896

[Handwritten notes:]

$\frac{1}{2} \log 10 = 0.1761$

$\frac{1}{2} \log 10 = 0.1761$

$\frac{1}{2} \log 10 = 0.1761$

[illegible]

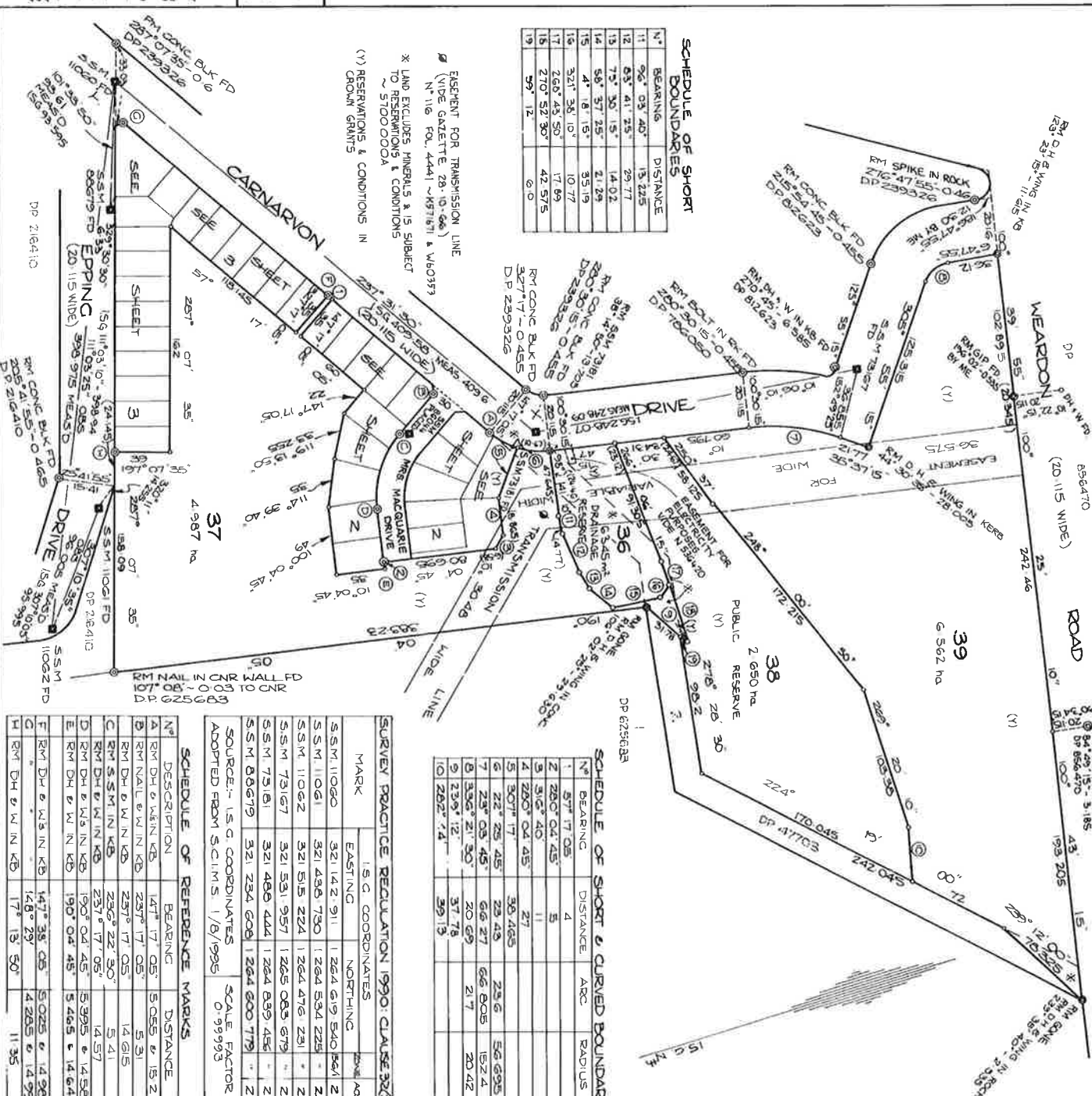
SURVEYOR'S REFERENCE: 9377/ST1 CHECKLIST

WARNING: CREABING OR FOLDING WILL LEAD TO REJECTION

N°	BEARING	DISTANCE
11	96° 03' 40"	13.225
12	65° 41' 25"	29.77
13	73° 30' 15"	14.02
14	58° 37' 25"	21.29
15	4° 18' 15"	35.19
16	321° 38' 10"	10.77
17	268° 43' 50"	17.69
18	270° 52' 30"	42.575
19	59° 12'	6.0

SCHEDULE OF SHORT BOUNDARIES

EASEMENT FOR TRANSMISSION LINE
 (WIDE GAZETTE 28-10-06)
 N 116 POL 4441 ~K5737611 & W6
 * LAND EXCLUDES MINERALS & IS SUBJECT
 TO RESERVATIONS & CONDITIONS
 ~ 5700 0000A
 (7) RESERVATIONS & CONDITIONS IN
 CROWN GRANTS



SCHEDULE OF SHORT & CURVED RADIUS				
N°	BEARING	DISTANCE	ARC	RADIUS
1	S 71° 17' 05" E	4		
2	N 26° 04' 45" E	5		
3	S 36° 40' E			
4	N 20° 04' 45" E	11		
5	S 07° 17' E	27		
6	N 22° 25' 45" E	38.465	25.6	56.695
7	S 23° 03' 45" E	23.43	25.43	152.4
8	S 34° 21' 30" E	6.6	66.605	
9	N 23° 12' E	20.69	21.7	20.42
10	N 26° 14' E	37.78		
		39.13		

SCHEDULE OF SHORT & CURVED BOUNDARY

SURVEY PRACTICE REGULATION 1990: CLAUSE 30				
MARK	15 G COORDINATES		200	200
	EASTING	NORTHING		
S.S.M. 11060	321 142 911	1 264 619 540	264	2
S.S.M. 11061	321 416 790	1 264 534 225	2	2
S.S.M. 11062	321 215 824	1 264 476 231	2	2
S.S.M. 73167	321 531 957	1 265 085 679	2	2
S.S.M. 73181	321 488 444	1 264 839 456	2	2
S.S.M. 88679	321 234 608	1 264 600 779	2	2

SOURCE: 15 G COORDINATES
 ADAPTED FROM S.C.I.M.S. 1/8/1995

SCALE FACTOR
 0.99993

SCHEDULE OF REFERENCE MARKS

N	DESCRIPTION	BEARING	DISTANCE
A	RM DH e W N KB	147° 17' 05"	5 05.5 ± 15.2
B	RM NAL e W N KB	239° 17' 05"	5 31
C	RM DH e W N KB	257° 17' 05"	14 61.5
D	RM S S M e W N KB	246° 22' 30"	5 41
E	RM DH e W N KB	257° 17' 05"	14 57
F	RM DH e W N KB	190° 04' 45"	15 39.5 ± 14.56
G	RM DH e W N KB	190° 04' 45"	5 46.5 ± 14 64
H	RM DH e W N KB	147° 38' 05"	5 02.5 ± 14 30
I	RM DH e W N KB	148° 28'	4 24.5 ± 14 37
J	RM DH e W N KB	17° 13' 50"	11 35

DP 863357

Registered: 16.10.1996

CA No 9879 OF 10.10.1996

Trile System TORRENS

Purpose: SUBDIVISION

Ref Map U1860-2 & 5

Last Plan DP47103

DP45683, DP29926.

Lot 1 & 3 DP 47709

LOT 2 D P 625683,
LOT 7 D P 239326 &
LOTS 1 & 3 DP 47709

PLAN OF SUBDIVISION OF

LEGIONS ARE IN METRES

WARRINGAH

LOCALITY: FRENCHS FOREST

PURPOSE: MANYA COVE

COUNTY: CUMBERLAND

THIS IS SHEET 1 of my plan in 3 sheets

(Delete if inappropriate)

DRAWN BY MICHAEL DALL EMERY

of PO BOX 4710 ROSEVILLE 2069

a surveyor registered under the Surveyors Act 1989, hereby

certify that the survey represented in this plan is accurate

has been made in accordance with the Surveyors Act 1989

Regulation 1980 and was completed on 21.5.86

DALE LOMBO

Surveyor registered under the Surveyors Act 1989

DALE LOMBO

CLAIM LINE OF ACQUISITION

X - Y

Plans used in preparation of survey/compilation

47703, 216410, 239526, 625683

816225, 856470

PANEL FOR USE ONLY by statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

IT IS INTENDED TO DEDICATE MRE MICHAEL DALL EMERY TO THE PUBLIC. IT IS INTENDED TO DEDICATE LOT 36 AS A PUBLIC RESERVE.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:-

1 EASEMENT TO DRAIN WATER

1 WIDE & VARIABLE.

2 EASEMENT TO DRAIN WATER

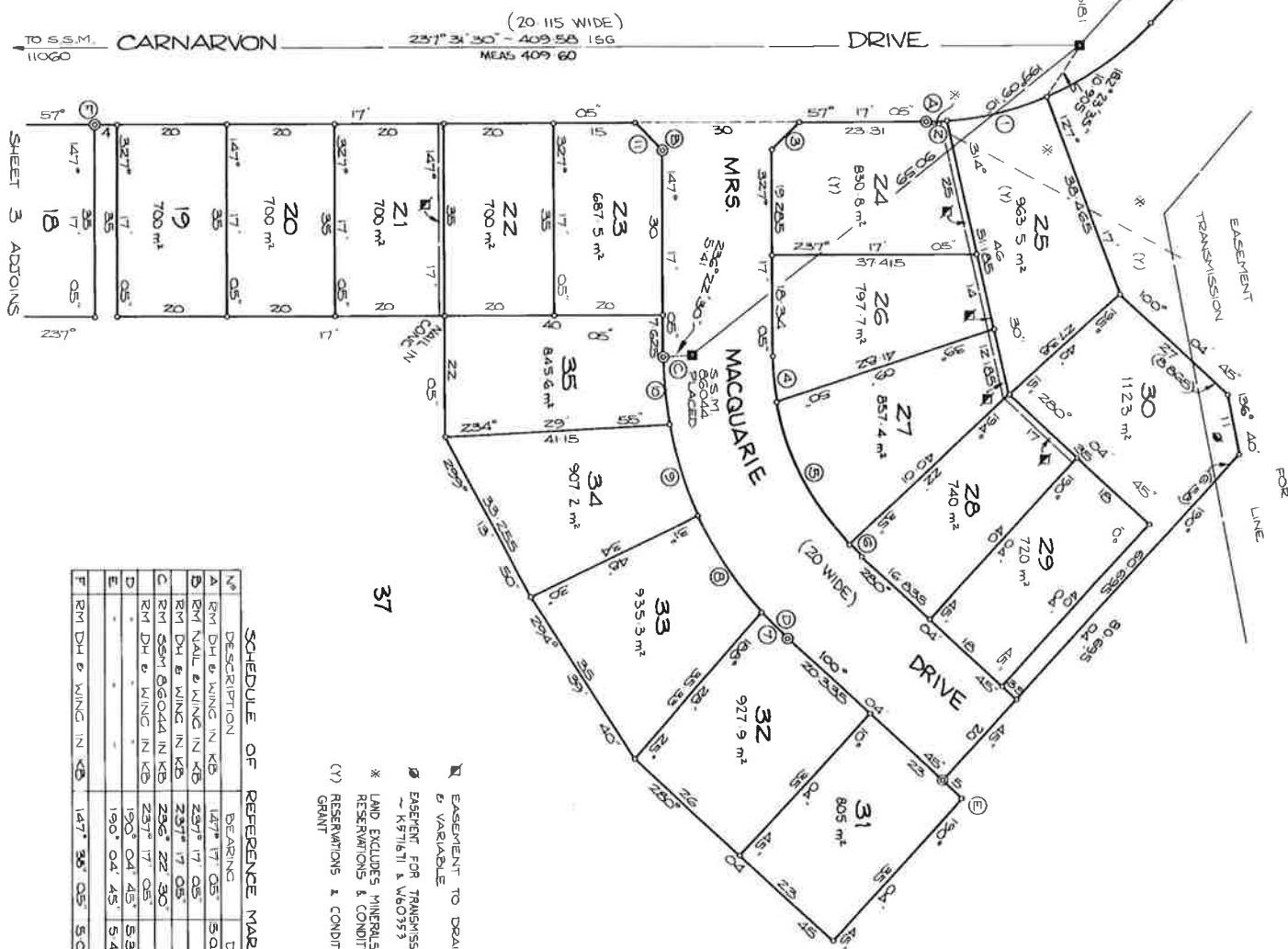
3 WIDE & VARIABLE.

3 RESTRICTION ON THE USE OF LAND POSITIVE COVENANTS AS SET OUT IN THE ACCOMPANYING INSTRUMENT SIGNED BY THE

GENERATED BY THE

Authorised Person

N°	BEARING	DISTANCE	ARC	RADIUS
1	48° 57' 5"	18.91	19	56.625
2	56° 25' 10"	3.69	56.625	56.625
3	12° 17' 05"	7.07		
4	322° 29' 10"	6.365	50	
5	300° 41' 50"	299.212	299.635	-
6	261° 58' 35"	3.165	3.165	50
7	102° 46' 25"	6.666	6.665	70
8	114° 07' 45"	20.912	21	
9	129° 51' 40"	17.565	-	
10	142° 11' 40"	12.425	12.44	70
11	102° 17' 05"	7.07		



N°	DESCRIPTION	REFERENCE		MARKS
		BEARING	DISTANCE	
A	RM DH e MING N KB	147° 17' 05"	5 025 e 15 N	
B	RM NAL e MING N KB	239° 17' 05"	5 31	
C	RM DH e MING N KB	234° 17' 05"	14 615	
D	RM SM e GOGA N KB	236° 22' 30"	5 41	
E	RM DH e MING N KB	237° 17' 05"	14 57	
F	-	190° 04' 45"	5 395 e 14 50	
G	-	190° 04' 45"	5 445 e 14 64	
H	RM DH e MING N KB	147° 36' 05"	5 025 e 14 98	

EASEMENT TO DRAIN WATER 1/4 DE
 B VARIABLE
 EASEMENT FOR TRANSMISSION LINE
 ~ K716171 & W60393
 * LAND EXCLUDES MINERALS & IS SUBJECT TO
 RESERVATIONS & CONDITIONS ~ S 100.0000
 (17) RESERVATIONS & CONDITIONS IN GROWN
 GRANT

DP 863357

Registered:  16.10.1996

This is sheet 22 of my plan in 3 sheets dated 22-3-96

Surveyor registered under Surveyors Act 1925

This is sheet 2 of the plan of 3
9879
sheets covered by my Certificate No.
of 10th October 1981

<http://www.sagepub.com/journalsPermissions.nav>

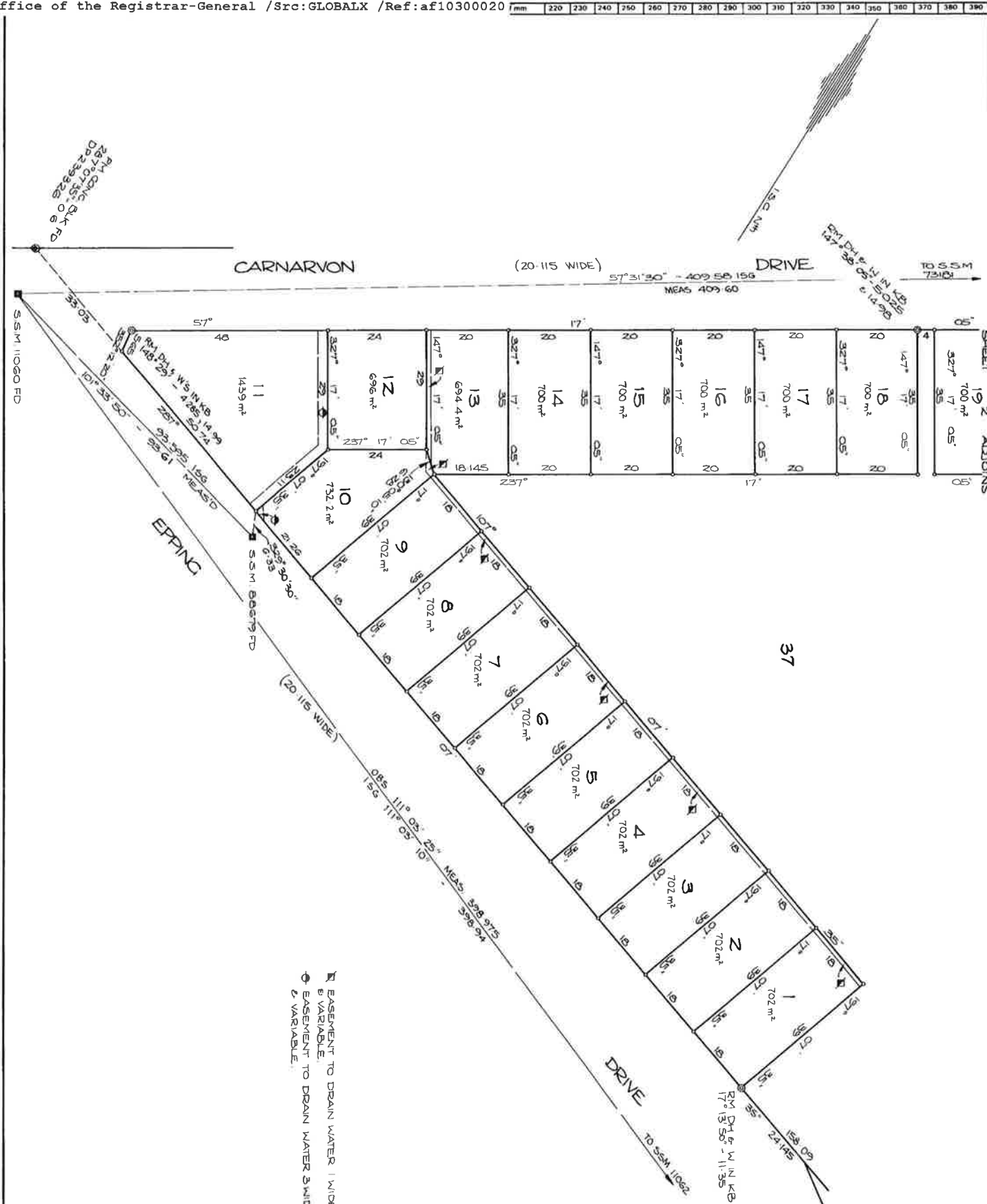
For use where space is insufficient in any panel on Phase Form 2.

$\frac{d}{dt} \left(\frac{1}{\rho} \right) = - \frac{1}{\rho^2} \frac{d\rho}{dt}$

Reduction Ratio 1: 500

SURVEYOR'S REFERENCE 9377/ST

mm 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390



Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 9877 / 571

Reduction Ratio: 1: 600	
SURVEYOR'S REFERENCE: 9877 / 571	
This is sheet 3 of my plan in 3 sheets covered by my Certificate No. 9879 of 16th October 1996	
Surveyor registered under Surveyors Act 1923	
Dated: 16.10.1996	
Registered: 16.10.1996	
DP 863357	

Northern Beaches Council Planning Certificate – Part 2&5

Applicant: Wilshire Webb Staunton Beattie
DX 777
Sydney

Reference: GB:MA:219254
Date: 22/08/2019
Certificate No. ePLC2019/4539

Address of Property: 3 Tisane Avenue FRENCHS FOREST NSW 2086
Description of Property: Lot 60 DP 867027

Planning Certificate – Part 2

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

1. Relevant planning instruments and Development Control Plans

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

1.1a) Local Environmental Plan

Warringah Local Environmental Plan 2011

1.1b) State Environmental Planning Policies and Regional Environmental Plans

State Environmental Planning Policy 1—Development Standards
State Environmental Planning Policy 19 – Bushland in Urban Areas
State Environmental Planning Policy 21 – Caravan Parks
State Environmental Planning Policy 30 – Intensive Agriculture
State Environmental Planning Policy 33 – Hazardous and Offensive Development
State Environmental Planning Policy 50 – Canal Estate Development
State Environmental Planning Policy 55 – Remediation of Land
State Environmental Planning Policy 62—Sustainable Aquaculture
State Environmental Planning Policy 64 – Advertising and Signage
State Environmental Planning Policy 65 – Design Quality of Residential Apartment Development
State Environmental Planning Policy No 70—Affordable Housing (Revised Schemes)
State Environmental Planning Policy (Affordable Rental Housing) 2009
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
 State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
 State Environmental Planning Policy (Infrastructure) 2007
 State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
 State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007
 State Environmental Planning Policy (State and Regional Development) 2011
 State Environmental Planning Policy (State Significant Precincts) 2005
 State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
 Sydney Regional Environmental Plan No 20-Hawkesbury-Nepean River (No 2-1997)
 State Environmental Planning Policy No 44-Koala Habitat Protection
 Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005
 Sydney Regional Environmental Plan No 9-Extractive Industry (No 2-1995)

1.2 Draft Environmental Planning Instruments

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 subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the Council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

1.2 a) Draft State Environmental Planning Policies

Review of State Environmental Planning Policy 44 – Koala Habitat Protection
 State Environmental Planning Policy No 64— Advertising and Signage (Amendment No 3)
 Draft State Environmental Planning Policy (Environment)
 Draft State Environmental Planning Policy (Primary Production and Rural Development)
 Draft Amendment to State Environmental Planning Policy (Affordable Rental Housing) 2009

1.2 b) Draft Local Environmental Plans

Planning Proposal - Ralston Avenue (Belrose) (PEX2013/0003)

Applies to land: Lot 1 DP 1139826, Ralston Avenue, Belrose

Outline: Amends WLEP 2000 and WLEP 2011 to:

- Rezone land on Ralston Avenue Belrose from Locality C8 - Belrose North to part R2 Low Density Residential, part RE1 Public Recreation and part E3 Environmental Conservation.
- Introduce subdivision lot size and height of building controls to land proposed to be zoned R2 Low Density Residential.

Council resolution: 25 November 2014

Gateway Determination: 28 January 2015

Planning Proposal - Dee Why Town Centre Planning Controls (PEX2018/0002)

Applies to land: Dee Why Town Centre (boundaries identified within the Planning Proposal)

Outline: Amends WLEP 2011 to:

- Increase maximum permissible building heights
- Introduce floor space ratio controls
- Provide development standards in relation to car parking, building setbacks and building proportion
- Identify additional "Key Sites"
- Implement a delivery mechanism for key infrastructure and public domain improvements

Council resolution: 23 September 2014

Gateway Determination: 1 April 2015 amended 22 September 2016

1.3 Development Control Plans

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

Warringah Development Control Plan 2011

2. Zoning and land use under relevant Local Environmental Plans

For each environmental planning instrument or proposed instrument referred to in Clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

2.1 Zoning and land use under relevant Local Environmental Plans

2.1 (a), (b), (c) & (d)

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

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone R2 Low Density Residential

1 Objectives of zone

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

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

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

4 Prohibited

Any development not specified in item 2 or 3

Additional permitted uses

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

Nil

(e) Minimum land dimensions

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

(f) Critical habitat

The land does not include or comprise critical habitat.

(g) Conservation areas

The land is not in a heritage conservation area.

(h) Item of environmental heritage

The land does not contain an item of environmental heritage.

2.2 Draft Local Environmental Plan - if any

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

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

2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

The *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* does not apply to the land.

3. Complying Development

The extent to which the land is land on which complying development may or may not be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

a) Housing Code

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

b) Rural Housing Code

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

c) Low Rise Medium Density Code

Complying Development under the Low Rise Medium Density Code may not be carried out on all the land.

Note: Pursuant to clause 3B.63 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, all land in Northern Beaches Council is a 'deferred area' meaning that the Low Rise Medium Density Code does not apply until 1 July 2019.

d) Greenfield Housing Code

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

e) Housing Alterations Code

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

f) General Development Code

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

g) Commercial and Industrial Alterations Code

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

h) Commercial and Industrial (New Buildings and Additions) Code

Complying Development under the Commercial and Industrial (New Buildings and Additions) Code may be carried out on all of the land.

i) Container Recycling Facilities Code

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

j) Subdivisions Code

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

k) Demolition Code

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

l) Fire Safety Code

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

4, 4A (Repealed)

4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

The owner of the land (or any previous owner) has not consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

5. Mine Subsidence

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

6. Road widening and road realignment

- (a) The land is not affected by a road widening or re-alignment proposal under Division 2 of Part 3 of the *Roads Act 1993*.
- (b) The land is not affected by a road widening or re-alignment proposal under an environmental planning instrument.
- (c) The land is not affected by a road widening or re-alignment proposal under a resolution of Council.

7. Council and other public authority policies on hazard risk restriction

- (a) Council has adopted a number of policies with regard to various hazards or risks which may restrict development on this land. The identified hazard or risk and the respective Council policies which affect the property, if any, are listed below (other than flooding – see 7A):

Nil

- (b) The following information applies to any policy as adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in a planning certificate issued by the Council. The identified hazard or risk and the respective Policy which affect the property, if any, are listed below:

Bush Fire Prone Land

This land is identified on a Bush Fire Prone Land map certified by the Commissioner of the NSW Rural Fire Service as being bush fire prone land. The requirements of the NSW Rural Fire Service document *Planning for Bush Fire Protection* apply to this land. For further information please contact the Warringah Pittwater District Rural Fire Service.

Draft Northern Beaches Bush Fire Prone Land Map (BFPLM) 2018

This land is identified as bush fire prone land on the Draft Northern Beaches Bush Fire Prone Land Map 2018. The Northern Beaches BFPLM will supersede the Warringah BFPLM 2016, Pittwater BFPLM 2013 and Manly BFPLM 2010 from the date of its Certification by the Commissioner of the NSW Rural Fire Service. Please refer to the project page on Council's website for more information.

7A. Flood related development control Information

- (1) Development on the 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 not subject to flood related development controls.
- (2) Development on the land or part of the land for any other purpose is not subject to flood related development controls.

8. Land reserved for acquisition

Environmental planning instrument referred to in Clause 1 does not make provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act.

9. Contribution plans

The following applies to the land:

9A. Biodiversity certified land

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

10. Biodiversity Stewardship Sites

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

10A. Native vegetation clearing set asides

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

11. Bush fire prone land

Bush Fire Prone Land

The land is bush fire prone land.

Draft Northern Beaches Bush Fire Prone Land Map 2018

Some of the land is bush fire prone land.

12. Property vegetation plans

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

13. Orders under Trees (Disputes Between Neighbours) Act 2006

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

14. Directions under Part 3A

There is not 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.

15. Site compatibility certificates and conditions for seniors housing

- (a) There is not a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land.
- (b) No condition of consent applies to the property that limits the kind of people who may occupy the premises/ development. This refers only to consents granted after 11 October 2007 with

conditions made in accordance with clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*.

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

There is not a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land.

17. Site compatibility certificate and conditions for affordable rental housing

- (a) There is not a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land.
- (b) There are not terms of a kind referred to in clause 17 (1) or 38 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

18. Paper subdivision information

There is no current paper subdivision, of which council is aware, in respect of this land according to Part 16C of the *Environmental Planning and Assessment Regulation 2000*.

19. Site verification certificates

There is no current site verification certificate, of which council is aware, in respect of the land according to Part 4AA of the *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*.

20. Loose-fill asbestos insulation

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

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

Contact NSW Fair Trading for more information.

21 Affected building notices and building product rectification orders

- (1) There is not an affected building notice of which the council is aware that is in force in respect of the land.
- (2) There is not a building product rectification order of which the council is aware that is in force in respect of the land and has

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

In this clause:

affected building notice has the same meaning as in Part 4 of the *Building Products (Safety) Act 2017*.
building product rectification order has the same meaning as in the *Building Products (Safety) Act 2017*.

Additional matters under the Contaminated Land Management Act 1997

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

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

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

Planning Certificate – Part 5

ePLC2019/4539

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

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

Company Title Subdivision

Clause 4.1 of the *Pittwater Local Environmental Plan 2014*, *Warringah Local Environmental Plan 2011* or *Manly Local Environmental Plan 2013* provides that land may not be subdivided except

with the consent of the Council. This includes subdivision by way of company title schemes. Persons considering purchasing property in the Northern Beaches local government area the subject of a company title scheme are advised to check that the land has been subdivided with the consent of the Council.

District Planning

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

Council Resolution To Amend Environmental Planning Instrument

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

Planning Proposal - Response to Low Rise Medium Density Code

Applies to land: Certain land in the Pittwater Local Environmental Plan 2014 (PLEP 2014) and Manly Local Environmental Plan 2013 (MLEP 2013)

Outline: Seeks to amend the PLEP 2014 and MLEP 2013 in response to issues arising from the future implementation of the NSW Governments' SEPP (Exempt and Complying Development) Amendment (Low Rise Medium Density Code). The intent of the Planning Proposal is to prohibit:

- manor houses and multi-dwelling housing (including terraces) in zone R2 Low Density Residential zone under the Manly LEP 2013
- dual occupancy in zone R2 Low Density Residential zone under the Manly LEP 2013 and Pittwater LEP 2014
- multi-dwelling housing and dual occupancies in the R3 Zone in the Warriewood Valley under Pittwater LEP 2014

Council resolution: 26 June 2018

Planning Proposal - rezone deferred land within the Oxford Falls Valley & Belrose North area

Applies to land: Land within the B2 Oxford Falls Valley and C8 Belrose North localities of WLEP 2000 and land zoned E4 Environmental Living under WLEP 2011 at Cottage Point (Boundaries identified within the Planning Proposal)

Outline: Amends WLEP 2000 and WLEP 2011 to:

- Transfer the planning controls for land within the B2 Oxford Falls Valley and C8 Belrose North localities of WLEP 2000 into the best fit zones and land use controls under WLEP 2011
- Rezone the majority of the subject land to E3 Environmental Management under WLEP 2011
- Rezone smaller parcels of land to E4 Environmental Living, RU4 Primary Production Small Lots, SP2 Infrastructure, SP1 Special Activities, R5 Large Lot Residential and R2 Low Density Residential under WLEP 2011
- Include various parcels of land as having additional permitted uses under Schedule 1 of WLEP 2011

Council resolution: 24 February 2015

Planning Proposal - 28 Lockwood Avenue, Belrose

Applies to land: 28 Lockwood Avenue, Belrose

Outline: Amends WLEP 2011 to:

- Permit additional land uses of 'residential flat building' and 'multi dwelling housing' on that part of the land fronting Lockwood Avenue only
- Prohibit the granting of development consent for a residential flat building or multi-dwelling housing on the land unless a minimum Floor Space Ratio of 0.5:1 is provided on the site for commercial premises.

Council resolution: 28 November 2017

Planning Proposal - Freshwater Village Carpark Reclassification

Applies to land: Oliver Street carpark and Lawrence Street carpark, Freshwater

Outline: Amends WLEP 2011 to:

- Amend Schedule 4 Part 1 to include reference to the land
- Amend LZN_010 map to change the zoning from RE1 - Public Recreation to SP2 - Infrastructure
- Amend HOB_010 map to implement a maximum height of building of 3 metres.

Council resolution: 27 November 2018

Additional Information Applying To The Land

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

Nil

General Information**Threatened Species**

Many threatened species identified under the *Biodiversity Conservation Act 2016* (NSW) and Environment Protection and Biodiversity Conservation Act 1999 (Commonwealth) are found within the former Local Government Area of Warringah (now part of Northern Beaches). Council's Natural Environment unit can be contacted to determine whether any site specific information is available for this property. Records of threatened flora and fauna are also available from the NSW Office of Environment and Heritage's Atlas of NSW Wildlife database: <http://www.bionet.nsw.gov.au>

Potential threatened species could include:

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

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

- Duffys Forest Ecological Community in the Sydney Basin Bioregion
- Swamp Sclerophyll Forest on Coastal Floodplain
- Coastal Saltmarsh of the Sydney Basin Bioregion
- Swamp Oak Floodplain Forest
- Bangalay Sand Forest of the Sydney Basin Bioregion
- Themeda grasslands on Seacliffs and Coastal Headlands
- Sydney Freshwater Wetlands in the Sydney Basin Bioregion
- Coastal Upland Swamp in the Sydney Basin Bioregion

- River-Flat Eucalypt Forest on Coastal Floodplains of the New South Wales North Coast, Sydney Basin and South East Corner Bioregions

Bush fire

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

Aboriginal Heritage

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

Coastal Erosion

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



Ray Brownlee PSM
Chief Executive Officer
22/08/2019



M.W.S. & U.B.
SEWERAGE SERVICE DIAGRAM
MUNICIPALITY OF WARRINGHAM
SUBURB OF FRENCHS FOREST

Scale: Approx. 1:500

Distances/depths in metres pipe diameters in millimetres

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at Board's Business Offices. (Section 33 Of Board's Act). Position of structures, boundaries, sewers and sewerage services shown hereon are approximate only and in general the outlines of buildings may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendment to these plans. Discrepancies in position and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licensee is required to submit to the Board a Certificate of Compliance as not all work may have been supervised.

NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By-Law 8, Clause 3).

SYMBOLS AND ABBREVIATIONS

INDICATES - DRAINAGE FITTINGS	
Manhole	Chamber
Boundary Trap	Inspection Shaft
Pt	Grease Interceptor
Gully	
P. Trap	Reflex Valve
Clearing Eye	Vertical Pipe
Induct Pipe	Micro Flap
Junction	RP
Rodding Point	

INDICATES PLUMBING FIXTURES & OR FITTINGS

CO	Clear Out	BS	Bidet
O V	Vent Pipe	S	Shower
T	Tubs	DW	Dishwasher
K	Kitchen Sink	F	Floor Waste
W	Water Closer	M	Washing Machine
B	Bath Waste	BS	Bar Sink
H	Handbasin	LS	Lab Sink
INDICATES - PLUMBING ON MORE THAN ONE LEVEL			
O SV	Soil Vent Pipe	O WS	Waste Stack

DRAINAGE INSPECTED BY

Inspector

Cert. Of Compliance No.

Field Diagram Examined by

Tracing Checked by

PLUMBING INSPECTED

Inspector

Cert. Of Compliance No.

Date of Issue

Outfall WW

W.S. U.S. Drainer

W.No. 352341

Gaz. on 14.2.97

Boundary Trap is not required

Sewer Ref. Sheet

No. T. 1452

For Regional Manager

MAY GIBBS WAY

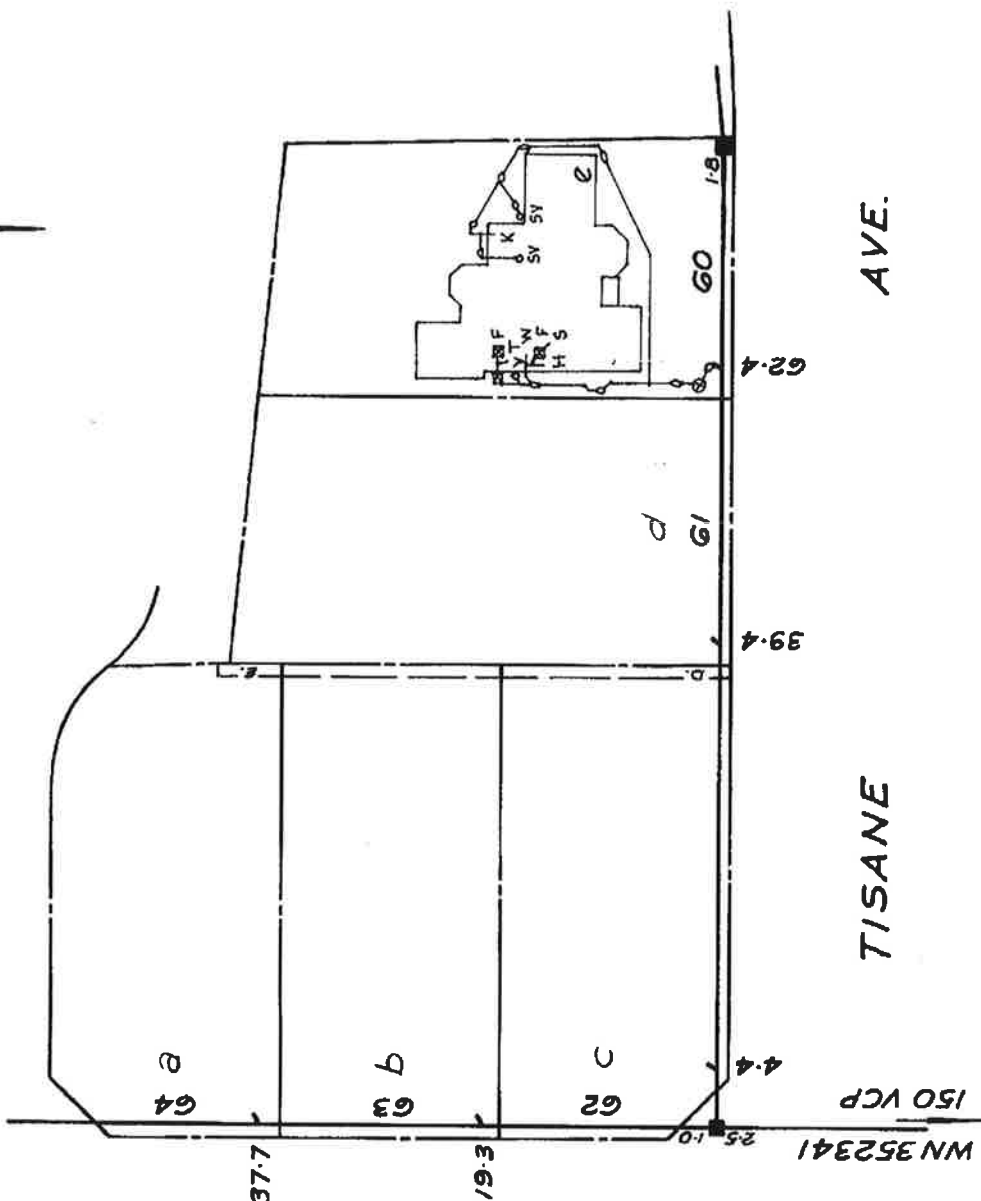
MAY GIBBS WAY

MAY GIBBS WAY

MAY GIBBS WAY

TISANE

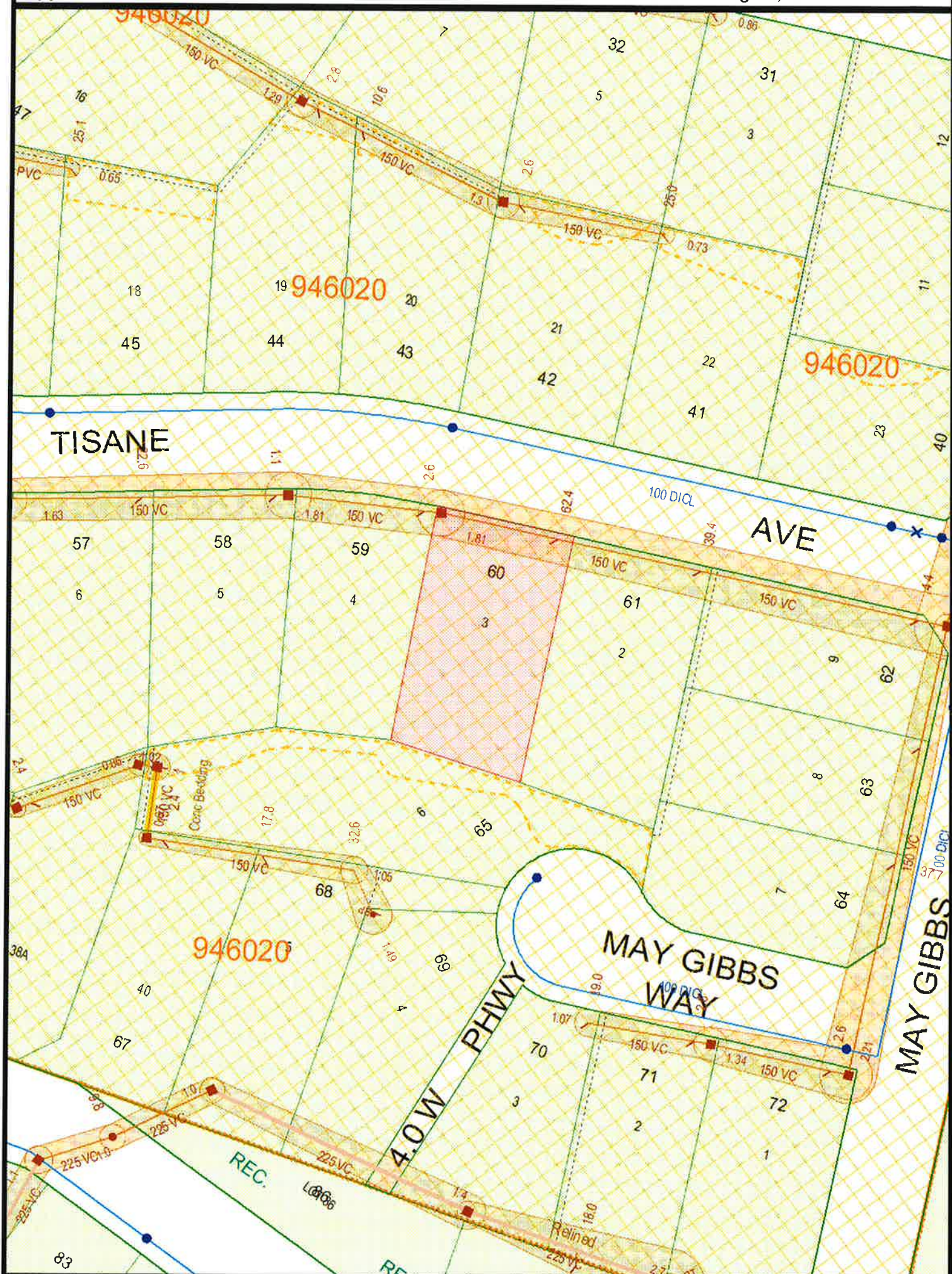
AVE.



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

Connection

Notes: a: boundary line b: boundary line c: boundary line d: boundary line e: boundary line f: boundary line g: boundary line h: boundary line i: boundary line j: boundary line k: boundary line l: boundary line m: boundary line n: boundary line o: boundary line p: boundary line q: boundary line



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

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: Peter Norman Beattie and Yvette Patricia Beattie
Purchaser:
Property: 3 Tisane Avenue, Frenchs Forest NSW 2086
Dated:

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the *Environmental Planning and Assessment Act*) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;

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

Affectations/Benefits

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

Capacity

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

Requisitions and transfer

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.

28. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
29. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
30. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
31. The purchaser reserves the right to make further requisitions prior to completion.
32. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



MR PETER N BEATTIE
3 TISANE AVENUE
FRENCHS FOREST NSW 2086

Our reference: 7112164801042

Phone: 13 28 66

27 August 2019

Your foreign resident capital gains withholding clearance certificate

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

Hello PETER,

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

Notice number	2410249875609
Vendor name	PETER NORMAN BEATTIE
Previous Vendor name	
Vendor address	3 TISANE AVENUE FRENCHS FOREST NSW 2086
Clearance Certificate Period	26 August 2019 to 26 August 2020

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

Yours sincerely,
James O'Halloran
Deputy Commissioner of Taxation

NEED HELP

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

CONTACT US

In Australia? Phone us on
13 28 66

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



MRS YVETTE P BEATTIE
3 TISANE AVENUE
FRENCHS FOREST NSW 2086

Our reference: 7112164822685

Phone: 13 28 66

27 August 2019

Your foreign resident capital gains withholding clearance certificate

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

Hello YVETTE,

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

Notice number	2410249877978
Vendor name	YVETTE PATRICIA BEATTIE
Previous Vendor name	
Vendor address	3 TISANE AVENUE FRENCHS FOREST NSW 2086
Clearance Certificate Period	26 August 2019 to 26 August 2020

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

Yours sincerely,
James O'Halloran
Deputy Commissioner of Taxation

NEED HELP

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Revenue

Enquiry ID	3124666
Agent ID	81290352
Issue Date	26 Aug 2019
Correspondence ID	1695124048
Your reference	219254

GLOBALX INFORMATION PTY LTD
GPO Box 2746
BRISBANE QLD 4001

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

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
D867027/60	3 TISANE AVE FRENCHS FOREST 2086	\$1 015 667

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

Yours sincerely,

Stephen R Brady

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

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

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

When is a certificate not clear from land tax?

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

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full.

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

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

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

How do I get an updated certificate?

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

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

Land value, tax rates and thresholds

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

Contact details



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



1300 139 816*



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



landtax@revenue.nsw.gov.au

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

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C - Swimming Pools Act 1992

Pool No:	0528c17c
Property Address:	3 TISANE AVENUE FRENCHS FOREST
Date of Registration:	02 September 2019
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	in ground pool

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

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

Please remember:

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

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

This is NOT a Certificate of Compliance

NSW SWIMMING POOL REGISTER

Certificate of Non-compliance

Clause 21 - Swimming Pools Regulation 2018

Pool no: 0528c17c
Property address: 3 TISANE AVENUE FRENCHS FOREST
Date of inspection: 02 September 2019
Expiry date: 02 September 2020
Issuing authority: Jennifer Elaine Rose - Accredited Certifier - bpb2862

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

The swimming pool poses a significant risk to public safety ☐

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

Non-compliance area/s:

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

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

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



NOTICE OF SWIMMING POOL NON-COMPLIANCE

(Clause 22E, Swimming Pools Act 1992)

Notice Date: 02 September 2019

Premises to which this notice relates: 3 Tisane Avenue Frenchs Forest.

Pool Installation Description: In-ground concrete swimming pool

Further to your request for an inspection of the swimming pool barrier installation at the above premises, it is advised that an accredited pool certifier undertook an inspection on 02 September 2019.

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

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

<p>1. Defect/non-compliance identified</p> <p>There was a rail on the inside of the boundary fence that extended both sides of the internal fence where the two fences intersect in the front LHS. The rail is within the 300 mm inside Non-Climb Zone (NCZ) and the 1200 mm NCZ on the outside of the internal pool fence. The rear LHS already has a wedge fitted to the rails. Please see diagram below Pink lines 1200mm NCZ and red lines 300mm internal NCZ</p> <p>Suggested solution for rectification</p> <p>Shield the affected section of rail so that children cannot use the rail on the boundary fence (on each side of the pool fence) to climb into the pool enclosure. The affected section of rail is only that portion within 300 mm of the pool fence (on the inside of the pool fence) and also the 1200 mm portion of rail on the outside of the internal pool fence. The 300 mm and 1200 mm are measured from the internal/boundary fence intersection. If the rail is to be shielded, the minimum angle or splay the shield can be is 60°.</p>

NCZs FOR INTERNAL FENCE INSTALLED BEFORE 1 SEPTEMBER 2008

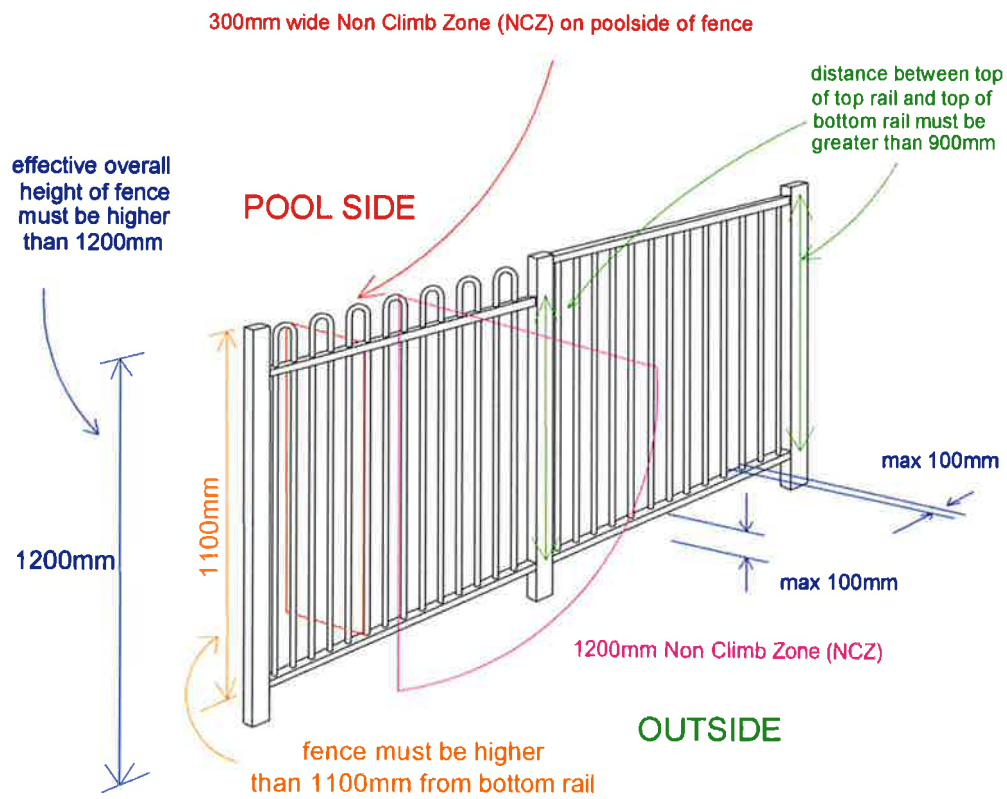


IMAGE BY LAUNCH SOFTWARE DESIGN
DRAWING 44.7.1



example

2. Defect/non-compliance identified

A Hedge was located within the 1200 mm Non-Climb Zone (NCZ) on the outside of the pool fence. The 1200 mm NCZ is required to be kept clear so that children cannot use any object near the fence to assist them to climb into the pool enclosure. See diagram above pink lines

Suggested solution for rectification

Remove or prune the Hedge so that no branch is within the 1200 mm NCZ. The NCZ is a 1200 mm arc measured from the top of the fence.



3. Defect/non-compliance identified

The pool was not provided with a resuscitation sign. Swimming pools are required to be provided with a compliant resuscitation sign.

Suggested solution for rectification

Install a new resuscitation sign which must say all of the following:

- YOUNG CHILDREN SHOULD BE SUPERVISED WHEN USING THIS SWIMMING POOL
- POOL GATES MUST BE KEPT CLOSED AT ALL TIMES
- KEEP ARTICLES, OBJECTS AND STRUCTURES AT LEAST 900 MM* CLEAR OF THE POOL FENCE

AT ALL TIMES

*New pool signs are only available with a distance of 900 mm clear of the pool fence. Pools installed before September 2008 are required to have all objects 1200 mm clear of the pool fence at all times as this was the requirement for pools installed at that time. A sign that says 900 mm will suffice for the purposes of complying with this requirement.

The sign must also have:

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

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

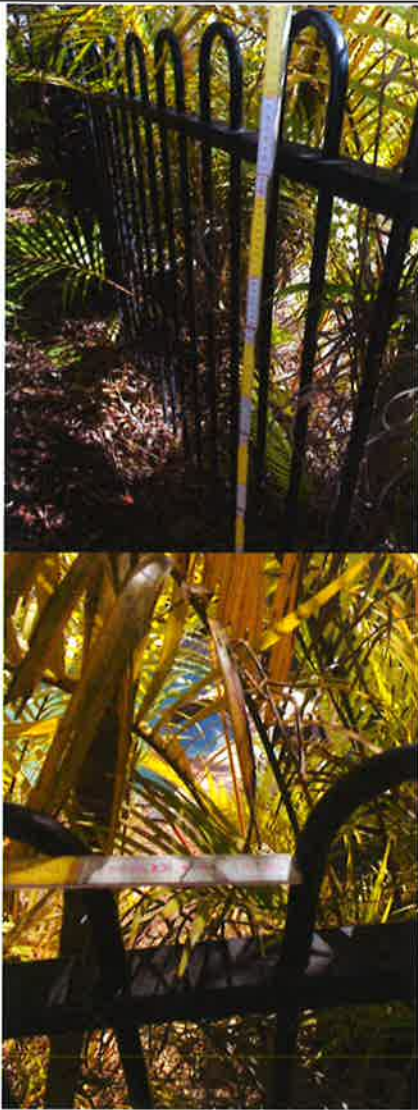
4. Defect/non-compliance identified

The internal pool fence was not 1200 mm or more in height in section across the rear barrier and the rear LHS corner as the garden bed/ground at the base of the fence has reduced the effective height of the fence.

Suggested solution for rectification

Increase the height of the fence so that the effective height is 1200 mm or more measured on the outside of the fence. Alternatively, the garden debris on the outside of the fence can be removed or lowered so the 1200 mm can be measured to the ground or base of the fence. The height of the fence is measured from the top of the fence (where the gap between the loops is less than 100mm) to the ground level on the outside of the fence. Where there is an object such as rocks, pavers etc within close proximity to the fence, these objects must be outside the 1200 mm NCZ, otherwise the effective height is measured to that object and not the ground or base of the fence. If raising the fence is the option used, the gap under the fence must not exceed 100 mm. In most cases, the fence will need to be raised to a height that will create a gap greater than 100 mm under the fence. In such cases, it is more effective to raise the fence and then close the gap (that is created) by using permanent and secure construction under the pool fence panels rather than replacing the entire fence with higher fence panel.





Rocks

5. Defect/non-compliance identified

The pool gate did not self-close and self-latch because the gate did not have adequate spring tension to close the gate.

Suggested solution for rectification

Provide the gate with a suitably-sized return spring or proper pool gate hinge/s to allow the gate to self-close and self-latch from any open position. Any open position includes when the strike is resting against the latching mechanism.



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

It is requested that the above matter(s) be attended to by 14 October 2019. If the work is not completed by this date, Council will be informed that the defects have not been rectified with the required 6 week time period and a copy of this defect letter will be forwarded to council as required by Clause 22E of the Swimming Pools Act 1992. Please carry out the work before the 14 October 2019 and notify the certifier upon such work being completed in order that a reinspection may be carried out.

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

NOTE: The swimming pool barrier was assessed using the following legislation and criteria: The Swimming Pools Regulation 1998 and AS 1926.1 – 1986.

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

Yours faithfully

Jennifer Rose

Jenny Wren Pool Certification

0416 517 577