

# Contract for the sale and purchase of land 2016 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	<b>Skyline Real Estate</b> 3-7/14 Frenchs Forest Road, Frenchs Forest, NSW 2086	Phone: 02 9452 3444 Fax: 02 9452 4555 Ref: Gary Woodward
co-agent		
vendor	<b>Colin Francis Woodward and Tanya Lea Woodward</b> 11 Billarong Avenue, Dee Why, NSW 2099	
vendor's solicitor	<b>Walker Hedges &amp; Co</b> Level 1, 14 Starkey Street, Forestville NSW 2087 PO Box 114, Forestville NSW 2087	Phone: 02 9451 3611 Fax: 02 9451 5714 Ref: SLH:WA:216207 Email: sh@hedgeslegal.com.au
date for completion land (address, plan details and title reference)	<b>20 October, 2016</b> (clause 15) <b>11 Billarong Avenue, Dee Why, New South Wales 2099</b> <b>Registered Plan: Lot 61 Plan DP216544</b> <b>Folio Identifier 61/216544</b>	

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 as numbered:  
 other documents:

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

inclusions	<input checked="" type="checkbox"/> blinds	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood	<input checked="" type="checkbox"/> pool equipment
	<input checked="" type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input checked="" type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> curtains	<input checked="" type="checkbox"/> other: shelving units in garage, 2 sandstone pots and plants in pool area		
exclusions	<b>TV in lounge room and all potted plants with exception of 2 sandstone pots and plants in pool area</b>			
purchaser				
purchaser's solicitor	Email:			
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

witness

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

purchaser  JOINT TENANTS  tenants in common  in unequal shares

witness

## 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 sales 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 nether 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)

<b>HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address and telephone number</b>
---

## List of Documents

## General

- 1 property certificate for the land  
 2 plan of the land  
 3 unregistered plan of the land  
 4 plan of land to be subdivided  
 5 document that is to be lodged with a relevant plan  
 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)  
 7 section 149(5) information included in that certificate  
 8 service location diagram (pipes)  
 9 sewerage service diagram (property sewerage diagram)  
 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract  
 11 section 88G certificate (positive covenant)  
 12 survey report  
 13 building certificate given under *legislation*  
 14 insurance certificate (Home Building Act 1989)  
 15 brochure or warning (Home Building Act 1989)  
 16 lease (with every relevant memorandum or variation)  
 17 other document relevant to tenancies  
 18 old system document  
 19 Crown purchase statement of account  
 20 building management statement  
 21 form of requisitions  
 22 *clearance certificate*  
 23 land tax certificate  
**Swimming Pools Act 1992**  
 24 certificate of compliance  
 25 evidence of registration  
 26 relevant occupation certificate  
 27 certificate of non-compliance  
 28 detailed reasons for non-compliance

## Strata or community title (clause 23 of the contract)

- 29 property certificate for strata common property  
 30 plan creating strata common property  
 31 strata by-laws not set out in *legislation*  
 32 strata development contract or statement  
 33 strata management statement  
 34 leasehold strata - lease of lot and common property  
 35 property certificate for neighbourhood property  
 36 plan creating neighbourhood property  
 37 neighbourhood development contract  
 38 neighbourhood management statement  
 39 property certificate for precinct property  
 40 plan creating precinct property  
 41 precinct development contract  
 42 precinct management statement  
 43 property certificate for community property  
 44 plan creating community property  
 45 community development contract  
 46 community management statement  
 47 document disclosing a change of by-laws  
 48 document disclosing a change in a development or management contract or statement  
 49 document disclosing a change in boundaries  
 50 certificate under Management Act – section 109 (Strata Schemes)  
 51 certificate under Management Act – section 26 (Community Land)

## Other

- 52

### **WARNING— SWIMMING POOLS**

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

### **WARNING— SMOKE ALARMS**

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

### **IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

### **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.

## 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	NSW Department of Education
Council	NSW Fair Trading
County Council	NSW Public Works
Department of Planning and Environment	Office of Environment and Heritage
Department of Primary Industries	Owner of adjoining land
East Australian Pipeline Limited	Privacy
Electricity and gas authority	Roads and Maritime Services
Land & Housing Corporation	Telecommunications authority
Local Land Services	Transport for NSW
Mine Subsidence Board	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 may become payable 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 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 \$2 million or more, 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.

## DISPUTES

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

## AUCTIONS

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

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>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>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of 10% 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>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 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; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse.
- 8 Vendor's 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 or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

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

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must adjust land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 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 lodgment 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;
  - if clause 31 applies, the *remittance amount*; and
  - any 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 *servicing* a notice before completion; and
  - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
  - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
  - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
  - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 'change', in relation to a scheme, means –
    - a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified in this contract;
    - a change from a development or management contract or statement set out in this contract; or
    - a change in the boundaries of common property;
  - 'common property' includes association property for the scheme or any higher scheme;
  - 'contribution' includes an amount payable under a by-law;
  - 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
  - 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
  - 'the *property*' includes any interest in common property for the scheme associated with the lot;
  - 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are normal expenses, due to fair wear and tear, disclosed in this contract or covered by moneys held in the sinking fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
  - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
  - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
  - 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
  - 23.6.3 the purchaser is liable for all other contributions levied after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
  - 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
  - 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
  - 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
    - a proportional unit entitlement for the lot is not disclosed in this contract; or
    - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; or
  - 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* a certificate under s109 Strata Schemes Management Act 1996 or s26 Community Land Management Act 1989 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.

- 23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.17 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- 23.18 If a general meeting of the owners corporation is convened before completion –
- 23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.18.2 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) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The 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*; and
- 30.1.2 the purchaser serves a notice that it is an *electronic transaction* within 14 days of the contract date.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* 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, 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;
- associated with the agreement under clause 30.1; 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 *Lodgment 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 receipt of the purchaser's notice under clause 30.1.2; and
  - before the receipt of a notice given under clause 30.2;
- 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 receipt of the notice under clause 30.1.2 –
- 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 16.8, 16.12, 16.13, 31.2.2 and 31.2.3 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 *Lodgment 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>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>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' 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>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 to contracts made on or after 1 July 2016 but 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 the purchaser's submission of a purchaser payment notification to the Australian Taxation Office;
- 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* a *clearance certificate* in respect of every vendor, clauses 31.2 and 31.3 do not apply.

## ADDITIONAL CLAUSES

30. For all purposes of this Contract the terms of the printed Contract to which the clauses are annexed are amended as follows:-
- 30.1 Clause 5.2 delete the number "21" and replace with the number "7" where appearing in the first line of Sub-Clause 5.2.2.
  - 30.2 Clause 7 delete Sub-Clause 7.1.1.
  - 30.3 Clause 8 delete the words "on reasonable grounds" from Sub-Clause 8.1.1 and delete the words "and those grounds" from Sub-Clause 8.1.2.
  - 30.4 Clauses 10.1.8 & 10.1.9 delete the word "substance" and replace with the word "existence" wherever such word appears in either of these Sub-Clauses.
  - 30.5 Clause 11.2 delete the words "or terminated" where appearing therein.
  - 30.6 Clause 12.3 add the words "but only after making an appointment at a time reasonable to the Vendor to so inspect" at the end of this clause.
  - 30.7 Sub-Clause 16.5 delete the words "plus another 20% of that fee" where appearing therein.
  - 30.8 Sub-Clause 18.7 delete the words "none is payable" and, in lieu thereof, insert the words "the Purchaser must pay as rent to the Vendor such sum as equals the amount calculated as being the balance of purchase price times 5% per annum calculated on daily rests from the day the Purchaser enters into occupation of the property until the day of completion".
31. Notwithstanding the provisions of Clauses 7 and 8 of this Contract to the contrary or any rule of law or equity to the contrary any claim made by the Purchaser under this Contract shall be deemed to be an objection or requisition entitling the Vendor to rescind this Contract (by notice in writing served on the Purchaser prior to completion) in which event the provisions of Clause 19 shall apply.
32. The Purchaser warrants that he has made his own inquiry regarding the matters referred to in Clause 10.1.2 and has satisfied himself as to the exact locations of the services referred to in the said clause. The Purchaser's inquiry shall be deemed to be full disclosure by this Contract for the purpose of Section 55 of the Conveyancing Act and in respect of these matters the Purchaser shall not be entitled to make any objection, requisition or claim (whether for compensation or not).
33. (a) For the purposes of Clause 15 the parties acknowledge that fourteen (14) days shall be sufficient notice to be included in any Notice to Complete issued in accordance with that clause in order to make time the essence of this Contract.
- (b) In the event that either party is required to serve a Notice to Complete upon the other party, then the party upon whom such notice is served acknowledges it is a condition of this Contract that they must, on completion, pay to the party serving the notice the sum of \$220.00 (inclusive of GST) being the legal costs and expenses incurred by the serving party in the preparation and service of any such Notice to Complete.

34. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included herein, it is agreed and declared that should any party prior to completion:-
- (a) being a natural person, die, or become mentally ill (as defined in the Mental Health Act, 1958) then the other party may rescind this Contract by notice in writing whereupon the provisions of clause 19 hereof shall apply, or,
  - (b) being an individual, enter into any scheme or make any assignment for the benefit of creditors, or, being a company, resolve to go into liquidation, enter into any scheme or arrangement with its creditors, have any liquidator, receiver, official manager or administrator be appointed to it, then that party shall be deemed to be in default of an essential condition hereof.
35. If completion does not take place on or before the date specified by this contract otherwise than as a result of any default by the Vendor the Purchaser shall pay interest at the rate of 8% per centum per annum on the balance of the purchase price and any other moneys owing pursuant to this Contract from the due date for completion until the date completion actually takes place (but without prejudice to all and any other rights of the Vendor pursuant to this Contract) and it is an essential term of this Contract that such interest be paid on completion. The Purchaser hereby acknowledges that interest at the rate of 8% per centum per annum represents a genuine pre-estimate of the liquidated damages likely to be suffered by the Vendor as a result of completion not taking place within the time specified by this Contract.
36. (a) The Purchaser warrants that he was not introduced to the Vendor by a Real Estate Agent other than the Real Estate Agent disclosed in this Contract and agrees to indemnify the Vendor against any claim for commission (including the Vendor's costs of defending such claim) which is successfully proven in any Court of competent jurisdiction by any Real Estate Agent who proves that he introduced the Purchaser to the Property or that the sale was otherwise brought about by that Agent's intervention.
- (b) This warranty and indemnity shall not merge on completion.
37. Notwithstanding anything to the contrary contained elsewhere in this Contract the Purchaser forthwith authorises the release to the Vendor of the deposit such sum to be used by the Vendor in the payment of deposit for the purchase by the Vendor of another property.
38. If, after settlement appointment has been booked, a party cancels or changes the settlement appointment within 48 hours of the settlement appointment, then the party responsible for such change must pay on completion an additional sum of \$125.00 to the other party to compensate that other party for the cost of rearranging and rebooking settlement. In the event that a party cancels or changes the settlement appointment within 48 hours of the settlement appointment more than once, then the party so cancelling or changing the settlement appointment must pay the additional sum of \$125.00 for each and every time such cancellation or rebooking is required.
39. Each of the Vendor and Purchaser agree that, by their execution of the Contract:
- (a) They give express authority (a) to the solicitor or conveyancer acting on their behalf in respect of this within Contract for that solicitor or conveyancer to make on their

behalf changes to the terms, conditions and any matters, the subject of this Contract.

- (b) Any change made by the Vendor's or Purchaser's solicitor or conveyancer pursuant to the authority bestowed upon them by sub-clause (a) of this condition 39 shall be as effectual and binding upon the party whose solicitor or conveyancer made such change as if the party themselves made the change and had signed this Contract after the change was made.
- (c) Any changes made to this Contract pursuant to the provisions of this clause 39 shall not cause or have the effect of rendering this Contract invalid.

40. Subject to the provisions of the Conveyancing (Sale of Land) Regulation, 1995, and notwithstanding the attachment of the Certificate of Registration disclosing that the swimming pool situated on the property has been registered on the N.S.W. Swimming Pool Register, the Purchaser shall raise no objection, requisition or claim for compensation with respect to the fact that the swimming pool may not be fenced in accordance with all requirements prescribed for fencing under the Swimming Pools Act 1992 (N.S.W.) or other safety standard regulations.

SIGNED by the Vendor  
in the presence of

\_\_\_\_\_  
Vendor

\_\_\_\_\_  
Witness

SIGNED by the Purchaser  
in the presence of

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Witness

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

---

FOLIO: 61/216544

---

SEARCH DATE	TIME	EDITION NO	DATE
18/8/2016	12:25 PM	5	2/5/2016

LAND

---

LOT 61 IN DEPOSITED PLAN 216544  
LOCAL GOVERNMENT AREA NORTHERN BEACHES  
PARISH OF MANLY COVE COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP216544

FIRST SCHEDULE

---

COLIN FRANCIS WOODWARD  
TANYA LEA WOODWARD  
AS JOINT TENANTS

(T AB190247)

SECOND SCHEDULE (4 NOTIFICATIONS)

---

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 D18997 EASEMENT FOR DRAINAGE APPURTENANT TO THE LAND  
ABOVE DESCRIBED AFFECTING THE LAND SHOWN AS DRAINAGE  
EASEMENT 6 FEET WIDE IN LOT 18 KALORA AVE IN DP216544
- 3 D262116 COVENANT
- 4 AK396156 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

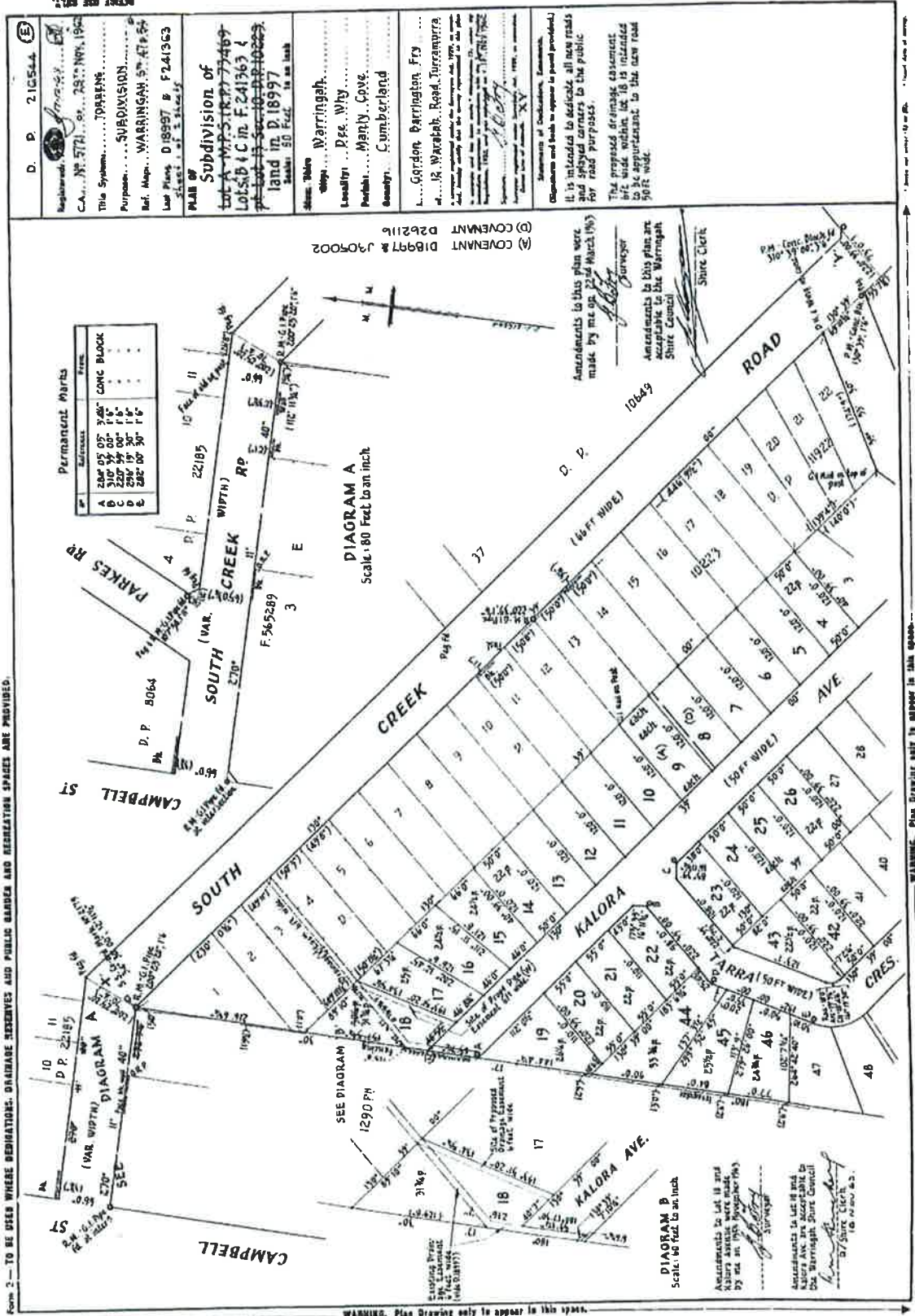
---

UNREGISTERED DEALINGS: NIL

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

216207

PRINTED ON 18/8/2016



WARNING: CHANGING OR FOLDING WILL LEAD TO DESTRUCTION.

OTHER USE 0216544

D. P. 216544

Registration No. 5711 of 29th Nov. 1993

This System: WARRINGHAM

Purpose: SUBDIVISION

Ref. Map: WARRINGHAM 5th Ed. 1984

Map Plans: D18997 & F241363

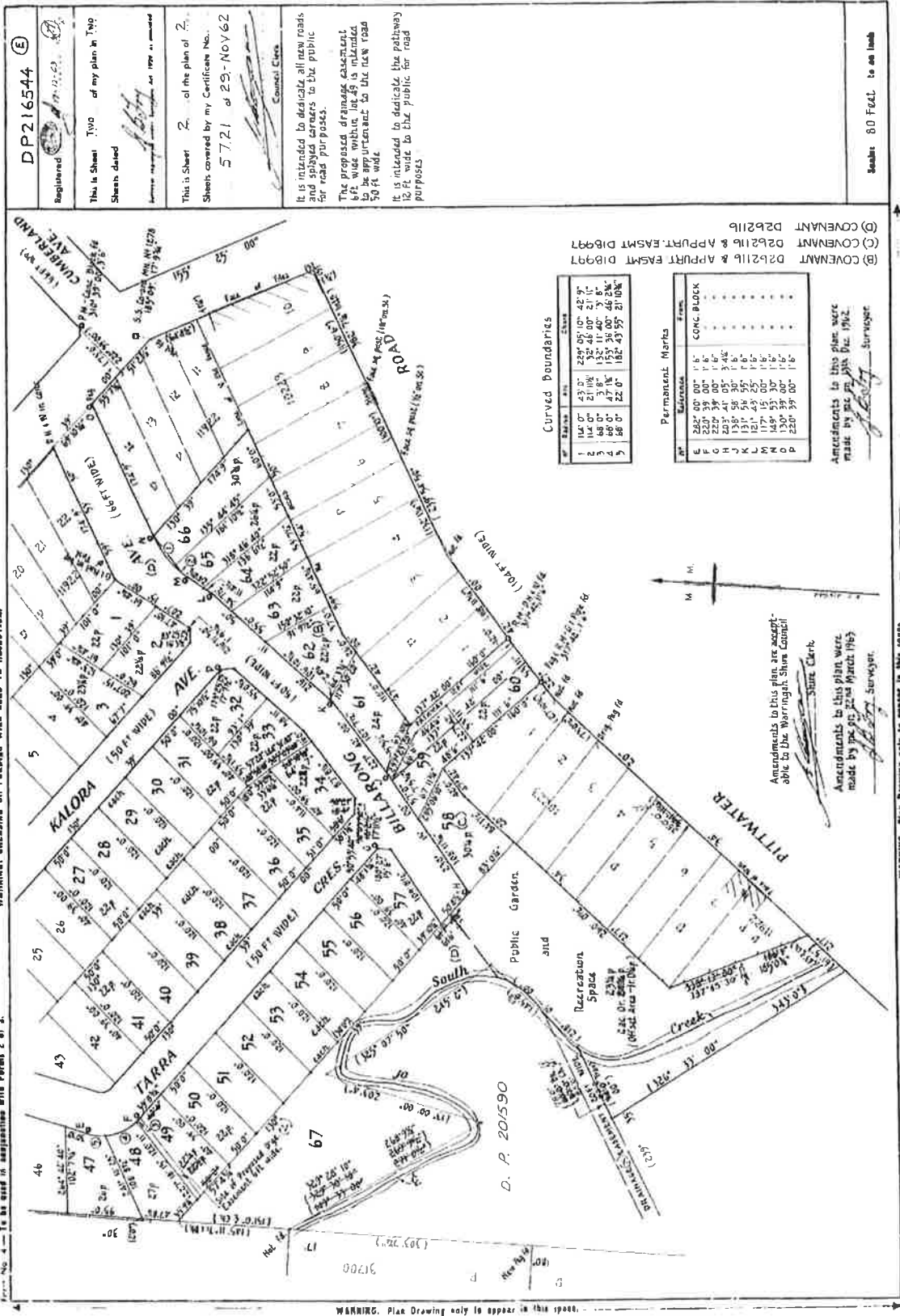
PLAN OF

Subdivision of


Lot 18 & 19 in F241363 & Lot 13 & 14 in D1810223 land in D 18997

Form No. 4 - To be used in conjunction with Forms 2 or 3.

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION.



**DP216544 (E)**

Registered 

This is Sheet **Two** of my plan in Two Sheets dated **17/11/2016**

Address **1000-1001 Pittwater Ave Warrington NSW 2280**

This is Sheet **2** of the plan of **2** Sheets covered by my Certificate No. **5721 of 29 NOV 62**

**Council Clerk**

It is intended to dedicate all new roads and subway easements to the public for road purposes.

The proposed drainage easement is intended to be permanent to the new road 50 ft wide.

It is intended to dedicate the pathway to the public for road purposes.

Scale: 80 Feet to one Inch

Curved Boundaries

ST	BEARING	CHORD
1	144° 0' 43.0"	229' 05" 10" 42.9"
2	114° 0' 21.00"	32' 46' 00" 21.11"
3	86° 0' 17.00"	15' 35' 00" 46.23"
4	56° 0' 22.0"	16' 2' 43' 55" 21.03"

Permanent Marks

ST	BEARING	FROM
E	202° 00' 00" 1.6"	CONC BLOCK
F	320° 39' 00" 1.6"	CONC BLOCK
G	233° 47' 05" 3.46"	CONC BLOCK
H	138° 58' 30" 1.6"	CONC BLOCK
I	131° 56' 55" 1.6"	CONC BLOCK
J	117° 12' 00" 1.6"	CONC BLOCK
K	148° 53' 30" 1.6"	CONC BLOCK
L	130° 39' 00" 1.6"	CONC BLOCK
M	220° 39' 00" 1.6"	CONC BLOCK

Amendments to this plan were made by me on 17th Dec 1962

Amendments to this plan are acceptable to the Warrington Shire Council

**Shire Clerk**

Amendments to this plan were made by me on 22nd March 1963

**Surveyor**

(B) COVENANT DP2116 & APPURT EASMT D1697  
 (C) COVENANT DP2116 & APPURT EASMT D1697  
 (D) COVENANT DP2116

OTHER USE ONLY

**EMPOWERED AND WILLS UNIT.**

10/11/2016

**SIGNED FOR AND BY MICHAELE**  
**BY HIS ATTORNEY EDWARD THORNTON**  
**MUDLEY MARSHALL IN THE**  
**PRESENCE OF:**

**MEMORANDUM AS TO NON-REVOCATION OF**  
**POWER OF ATTORNEY.**

My husband MICHAEL THORNTON has executed a power of attorney in favor of MRS. MUDLEY MARSHALL in the presence of me and the witnesses on which the power of attorney was signed on 10/11/2016.

**DEPENDED 1/28/2017**

**29 NOV 2016**

Approved by Clerk: \_\_\_\_\_

The Clerk of the Court of the **STATE OF WARRISAW**,  
 has reviewed the foregoing and has determined it to be a valid instrument and has filed it on **29 NOV 2016**.

WARRISAW, DEPOSED OR PLACING ON PLAINING WILL LEAD TO PENALTY.

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 216544 SH 1/2

FEET INCHES	METRES
1 1/4	0.025
1 3/4	0.057
2 1/4	0.076
2 3/4	0.085
3 1/4	0.085
3 3/4	0.103
4 1/4	0.244
4 3/4	0.305
5 1/4	0.457
5 3/4	0.546
6 1/4	0.659
6 3/4	0.762
7 1/4	0.814
7 3/4	0.914
8 1/4	1.022
8 3/4	1.159
9 1/4	1.458
9 3/4	1.458
10 1/4	1.958
10 3/4	2.394
11 1/4	2.394
11 3/4	3.656
12 1/4	3.950
12 3/4	3.175
13 1/4	3.175
13 3/4	5.354
14 1/4	5.468
14 3/4	5.076
15 1/4	7.036
15 3/4	7.724
16 1/4	9.188
16 3/4	10.668
17 1/4	11.682
17 3/4	12.176
18 1/4	14.021
18 3/4	14.230
19 1/4	15.355
19 3/4	15.355
20 1/4	15.227
20 3/4	15.240
21 1/4	13.716
21 3/4	16.744
22 1/4	16.861
22 3/4	19.481
23 1/4	20.117
23 3/4	20.117
24 1/4	21.438
24 3/4	22.250
25 1/4	23.470
25 3/4	23.470
26 1/4	25.603
26 3/4	27.492
27 1/4	31.266
27 3/4	32.916
28 1/4	33.580
28 3/4	34.436
29 1/4	34.671
29 3/4	34.671
30 1/4	36.576
30 3/4	37.024

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 216544 SH 1/2 CONTD

FEET INCHES	METRES
31 1/4	37.514
31 3/4	39.522
32 1/4	40.977
32 3/4	42.448
33 1/4	42.472
33 3/4	43.999
34 1/4	45.580
34 3/4	46.016
35 1/4	47.516
35 3/4	49.016
36 1/4	50.516
36 3/4	52.016
37 1/4	53.516
37 3/4	55.016
38 1/4	56.516
38 3/4	58.016
39 1/4	59.516
39 3/4	61.016
40 1/4	62.516
40 3/4	64.016
41 1/4	65.516
41 3/4	67.016
42 1/4	68.516
42 3/4	70.016
43 1/4	71.516
43 3/4	73.016
44 1/4	74.516
44 3/4	76.016
45 1/4	77.516
45 3/4	79.016
46 1/4	80.516
46 3/4	82.016
47 1/4	83.516
47 3/4	85.016
48 1/4	86.516
48 3/4	88.016
49 1/4	89.516
49 3/4	91.016
50 1/4	92.516
50 3/4	94.016
51 1/4	95.516
51 3/4	97.016
52 1/4	98.516
52 3/4	100.016
53 1/4	101.516
53 3/4	103.016
54 1/4	104.516
54 3/4	106.016
55 1/4	107.516
55 3/4	109.016
56 1/4	110.516
56 3/4	112.016
57 1/4	113.516
57 3/4	115.016
58 1/4	116.516
58 3/4	118.016
59 1/4	119.516
59 3/4	121.016
60 1/4	122.516
60 3/4	124.016
61 1/4	125.516
61 3/4	127.016
62 1/4	128.516
62 3/4	130.016
63 1/4	131.516
63 3/4	133.016
64 1/4	134.516
64 3/4	136.016
65 1/4	137.516
65 3/4	139.016
66 1/4	140.516
66 3/4	142.016
67 1/4	143.516
67 3/4	145.016
68 1/4	146.516
68 3/4	148.016
69 1/4	149.516
69 3/4	151.016
70 1/4	152.516
70 3/4	154.016
71 1/4	155.516
71 3/4	157.016
72 1/4	158.516
72 3/4	160.016
73 1/4	161.516
73 3/4	163.016
74 1/4	164.516
74 3/4	166.016
75 1/4	167.516
75 3/4	169.016
76 1/4	170.516
76 3/4	172.016
77 1/4	173.516
77 3/4	175.016
78 1/4	176.516
78 3/4	178.016
79 1/4	179.516
79 3/4	181.016
80 1/4	182.516
80 3/4	184.016
81 1/4	185.516
81 3/4	187.016
82 1/4	188.516
82 3/4	190.016
83 1/4	191.516
83 3/4	193.016
84 1/4	194.516
84 3/4	196.016
85 1/4	197.516
85 3/4	199.016
86 1/4	200.516
86 3/4	202.016
87 1/4	203.516
87 3/4	205.016
88 1/4	206.516
88 3/4	208.016
89 1/4	209.516
89 3/4	211.016
90 1/4	212.516
90 3/4	214.016
91 1/4	215.516
91 3/4	217.016
92 1/4	218.516
92 3/4	220.016
93 1/4	221.516
93 3/4	223.016
94 1/4	224.516
94 3/4	226.016
95 1/4	227.516
95 3/4	229.016
96 1/4	230.516
96 3/4	232.016
97 1/4	233.516
97 3/4	235.016
98 1/4	236.516
98 3/4	238.016
99 1/4	239.516
99 3/4	241.016
100 1/4	242.516
100 3/4	244.016
101 1/4	245.516
101 3/4	247.016
102 1/4	248.516
102 3/4	250.016
103 1/4	251.516
103 3/4	253.016
104 1/4	254.516
104 3/4	256.016
105 1/4	257.516
105 3/4	259.016
106 1/4	260.516
106 3/4	262.016
107 1/4	263.516
107 3/4	265.016
108 1/4	266.516
108 3/4	268.016
109 1/4	269.516
109 3/4	271.016
110 1/4	272.516
110 3/4	274.016
111 1/4	275.516
111 3/4	277.016
112 1/4	278.516
112 3/4	280.016
113 1/4	281.516
113 3/4	283.016
114 1/4	284.516
114 3/4	286.016
115 1/4	287.516
115 3/4	289.016
116 1/4	290.516
116 3/4	292.016
117 1/4	293.516
117 3/4	295.016
118 1/4	296.516
118 3/4	298.016
119 1/4	299.516
119 3/4	301.016
120 1/4	302.516
120 3/4	304.016
121 1/4	305.516
121 3/4	307.016

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 216544 SH 2/2

FEET INCHES	METRES
0 1/2	0.013
0 3/4	0.057
1 1/4	0.085
1 3/4	0.085
2 1/4	0.103
2 3/4	0.103
3 1/4	0.121
3 3/4	0.121
4 1/4	0.139
4 3/4	0.139
5 1/4	0.157
5 3/4	0.157
6 1/4	0.175
6 3/4	0.175
7 1/4	0.193
7 3/4	0.193
8 1/4	0.211
8 3/4	0.211
9 1/4	0.229
9 3/4	0.229
10 1/4	0.247
10 3/4	0.247
11 1/4	0.265
11 3/4	0.265
12 1/4	0.283
12 3/4	0.283
13 1/4	0.301
13 3/4	0.301
14 1/4	0.319
14 3/4	0.319
15 1/4	0.337
15 3/4	0.337
16 1/4	0.355
16 3/4	0.355
17 1/4	0.373
17 3/4	0.373
18 1/4	0.391
18 3/4	0.391
19 1/4	0.409
19 3/4	0.409
20 1/4	0.427
20 3/4	0.427
21 1/4	0.445
21 3/4	0.445
22 1/4	0.463
22 3/4	0.463
23 1/4	0.481
23 3/4	0.481
24 1/4	0.499
24 3/4	0.499
25 1/4	0.517
25 3/4	0.517
26 1/4	0.535
26 3/4	0.535
27 1/4	0.553
27 3/4	0.553
28 1/4	0.571
28 3/4	0.571
29 1/4	0.589
29 3/4	0.589
30 1/4	0.607
30 3/4	0.607
31 1/4	0.625
31 3/4	0.625
32 1/4	0.643
32 3/4	0.643
33 1/4	0.661
33 3/4	0.661
34 1/4	0.679
34 3/4	0.679
35 1/4	0.697
35 3/4	0.697
36 1/4	0.715
36 3/4	0.715
37 1/4	0.733
37 3/4	0.733
38 1/4	0.751
38 3/4	0.751
39 1/4	0.769
39 3/4	0.769
40 1/4	0.787
40 3/4	0.787
41 1/4	0.805
41 3/4	0.805
42 1/4	0.823
42 3/4	0.823
43 1/4	0.841
43 3/4	0.841
44 1/4	0.859
44 3/4	0.859
45 1/4	0.877
45 3/4	0.877
46 1/4	0.895
46 3/4	0.895
47 1/4	0.913
47 3/4	0.913
48 1/4	0.931
48 3/4	0.931
49 1/4	0.949
49 3/4	0.949
50 1/4	0.967
50 3/4	0.967
51 1/4	0.985
51 3/4	0.985
52 1/4	1.003
52 3/4	1.003
53 1/4	1.021
53 3/4	1.021
54 1/4	1.039
54 3/4	1.039
55 1/4	1.057
55 3/4	1.057
56 1/4	1.075
56 3/4	1.075
57 1/4	1.093
57 3/4	1.093
58 1/4	1.111
58 3/4	1.111
59 1/4	1.129
59 3/4	1.129
60 1/4	1.147
60 3/4	1.147
61 1/4	1.165
61 3/4	1.165
62 1/4	1.183
62 3/4	1.183
63 1/4	1.201
63 3/4	1.201
64 1/4	1.219
64 3/4	1.219
65 1/4	1.237
65 3/4	1.237
66 1/4	1.255
66 3/4	1.255
67 1/4	1.273
67 3/4	1.273
68 1/4	1.291
68 3/4	1.291
69 1/4	1.309
69 3/4	1.309
70 1/4	1.327
70 3/4	1.327
71 1/4	1.345
71 3/4	1.345
72 1/4	1.363
72 3/4	1.363
73 1/4	1.381
73 3/4	1.381
74 1/4	1.399
74 3/4	1.399
75 1/4	1.417
75 3/4	1.417
76 1/4	1.435
76 3/4	1.435
77 1/4	1.453
77 3/4	1.453
78 1/4	1.471
78 3/4	1.471
79 1/4	1.489
79 3/4	1.489
80 1/4	1.507
80 3/4	1.507
81 1/4	1.525
81 3/4	1.525
82 1/4	1.543
82 3/4	1.543
83 1/4	1.561
83 3/4	1.561
84 1/4	1.579
84 3/4	1.579
85 1/4	1.597
85 3/4	1.597
86 1/4	1.615
86 3/4	1.615
87 1/4	1.633
87 3/4	1.633
88 1/4	1.651
88 3/4	1.651
89 1/4	1.669
89 3/4	1.669
90 1/4	1.687
90 3/4	1.687
91 1/4	1.705
91 3/4	1.705
92 1/4	1.723
92 3/4	1.723
93 1/	



R.P. 13.  
New South Wales

**MEMORANDUM OF TRANSFER**  
(REAL PROPERTY ACT, 1919)

18997  
FEES:—  
Lodgment ... : 2.00  
Endorsement : :  
Certificate ... : 5.00  
Conveyance ... : 5.00  
Total : 12.00

B 26 241 X

B 26 241 X

**THE SALVATION ARMY (NEW SOUTH WALES) PROPERTY TRUST**

(herein called transferor )  
being registered as the proprietor of an estate in *fee simple* in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of ONE HUNDRED AND SIXTY POUNDS (£ 160. ) (the receipt whereof is hereby acknowledged) paid to it by JOHN FREDERICK TILLEY of Sydney, Dental Mechanic

(herein called transferee )

do hereby transfer to the said transferee<sup>b</sup>  
All such its Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title (c)			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Fol.	
Cumberland.	Manly Cove.	Part.	4566	62.	Being the land delineated on the Plan annexed hereto and marked with the letter "A".

And the transferor covenants with the transferee<sup>b</sup> RESERVING nevertheless to the transferor as appurtenant to the residue of the land comprised in the said Certificate of Title an easement six feet wide in under over and along all that part of the land hereby transferred as is marked on the said plan "Site of proposed drainage easement" for the free and uninterrupted drainage and/or passage of storm and other water with full and free liberty to enter into and upon the said land hereby transferred with workmen and others for the purpose of maintaining repairing and cleansing the site of the said easement.

And the transferee covenants with the transferor as in the annexure hereto contained, which said annexure shall be deemed to be embodied in and form part of this instrument of transfer.

ENCUMBRANCES, &c., REFERRED TO ARE FILED IN PLAN 5416

Vol. 5416 No. 2344787

Signed at Sydney the 11th day of the 1941.

Signed in my presence by the transferor  
**THE COMMON SEAL of THE SALVATION ARMY (NEW SOUTH WALES) PROPERTY TRUST** was hereunto affixed pursuant to a resolution of the Trustees in the presence of:—

Signed—  
E. B. Rexon  
Secretary.

Signed—  
Deo Sacca  
W. A. Dinstoff  
M. M. M. M. M.  
Trustees.

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME  
J. F. Tilley

X of Tilley X  
Transferee.

Transferee must be notified in the transfer  
Please consolidate  
with estate, situated in the "fee simple" and entering the required details.

If for two or more, state whether as joint tenants or tenants in common.

If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being lot sec. D.P." or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. Fol. Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.C. Act, 1919, should accompany the transfer.

Strike out if unnecessary. Covenants should comply with the 58 of the Conveyancing Act, 1919-1939. Here also should be set forth any right-of-way or easement or exception.

Any provision in addition or modification of the covenants implied by the Act may also be inserted.

If the space provided is insufficient a form of annexure should be used.

A very short note will suffice

If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the form overleaf. As to instruments executed elsewhere, see page 2.

b Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.

\* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

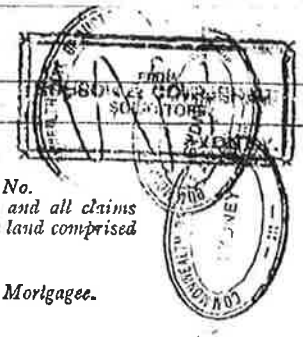
† N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm. No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

BE LEFT FREE FROM NOTATION.

D 18997

No. \_\_\_\_\_

LODGED BY \_\_\_\_\_



CONSENT OF MORTGAGEE.

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ } Mortgagee.  
 Signed in my presence by \_\_\_\_\_ }  
 who is personally known to me. }

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.<sup>1</sup>

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. \_\_\_\_\_ Miscellaneous Register under the authority of which he has just executed the within transfer.<sup>1</sup>

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
 Signed at the place and on the date above-mentioned, in the presence of— \_\_\_\_\_

<sup>1</sup> This form is not appropriate in cases of delegation by trustees.

<sup>2</sup> Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

FORM OF DECLARATION BY ATTESTING WITNESS.<sup>3</sup>

Appeared before me at \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, one thousand nine hundred and forty \_\_\_\_\_, the attesting witness to this instrument, and declared that he personally knew \_\_\_\_\_ the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said \_\_\_\_\_ is \_\_\_\_\_ own handwriting, and that \_\_\_\_\_ he was of sound mind and freely and voluntarily signed the same.

<sup>3</sup> May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

INDEXED  
 18 JUN 1941  
 BY \_\_\_\_\_  
 CHECKED BY \_\_\_\_\_

MEMORANDUM OF TRANSFER of \_\_\_\_\_

\_\_\_\_\_ Acres \_\_\_\_\_ roods \_\_\_\_\_ perches.  
 part of 1218 (off) Pso. easement  
 Sub. to Gov.  
 Shire \_\_\_\_\_  
 Municipality \_\_\_\_\_  
 Parish \_\_\_\_\_ County \_\_\_\_\_  
 John Frederick Tilley, Transferor.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M'gor, etc.

Particulars entered in Register Book, Vol. 4894 Fol. 136

the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
 at \_\_\_\_\_ minutes \_\_\_\_\_ o'clock in the \_\_\_\_\_ noon

\_\_\_\_\_ Registrar-General

Plan etc. attached for

COPIES FOR DEPARTMENTAL USE.

PROGRESS RECORD.

	Initials	Date
Survey Branch...		
Returned from Records...		
Written ...		
Examined...		
Form prepared		
Form examined		
Forwarded		
Of Engrossers		
Station Clerk		
Vol. 5247		
Folio 47		
Diagram Form ...		
Additional Folios		

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued upon a Transfer on sale for a consideration of not more than £1,000, and 1/3 for a new Certificate of Title in every other case. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Transfers in common must involve separate Certificates.  
 If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferor may take out a new Certificate for the residue.

D 18997

ANNEXURE to Memorandum of Transfer from THE SALVATION ARMY (NEW SOUTH WALES) PROPERTY TRUST to JOHN FREDERICK TILLEY in respect of part of the land comprised in Certificate of Title Volume 4566 Folio 62.

(AND the transferee covenants with the Transferrer that:-

- (a) he shall not erect any semi-detached building upon the Lot hereby transferred but shall erect only one building on the said Lot which said building shall cost not less than Four hundred pounds (£400). And such building shall be erected as a dwelling place only and at all times be used only as such. Provided however that anything in this covenant contained shall not prevent the transferee from erecting any necessary outbuildings approved by the Council of the Shire of Warringah to be used in conjunction with and for the enjoyment of such building as a dwelling place as aforesaid; Provided that such building shall have first been erected.
- (b) he shall not sell or permit to be sold or connive at or be a party to the sale of any wines beers ales spirits or any other intoxicating liquors of any kind whatsoever on the land hereby transferred;
- (c) he shall not carry on or permit to be carried on upon the land hereby transferred any noxious noisome or offensive trade occupation or business;
- (d) he shall not erect in respect of the land hereby transferred any dividing fence or fences without the consent of the Transferrer. Provided that such consent shall not be withheld if such fence or fences be erected without expense to the Transferrer.

The land to which the benefit of the said covenant is intended to be appurtenant is the residue of the land comprised in the said Certificate of Title and the land which is to be subject to the burden hereof is the land hereby transferred; This covenant may be released varied or modified by The Salvation Army (New South Wales) Property Trust and shall not be released varied or modified without the consent of the said Trust.)

SIGNED at Sydney the 14 day of Feb. 1941.

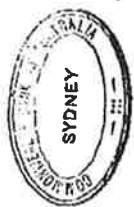
THE COMMON SEAL of THE SALVATION ARMY (NEW SOUTH WALES) PROPERTY TRUST was hereunto affixed pursuant to a resolution of the Trustees in the presence of:-

*Geo. C. Nixon*  
Secretary.

*W. G. Gattau*  
*S. W. Dingwall*  
*W. Mortimer Sailer*  
Trustees.

SIGNED in my presence by the transferee who is personally known to me:- *J. G. Tilley*

*J. G. Tilley*  
Transferree.



Municipality/Shire of *Warringah* D 18997

**Certificate of New Road or Subdivision**

LOCAL GOVERNMENT ACT, 1919, SEC. 327, ORDINANCE No. 32 FORM 1.

Certificate No. *1307*

COUNCIL CHAMBERS,

*Brookvale.*

*21st May, 1937.*

**APPLICANT**

(Name)

*Messrs. Scott, Scott.*  
(Surname First)

(Address)

*19 Castlough St,  
Sydney.*

**OWNER**

(Name)

(Address)

**NEW ROAD (Particulars)**

*N I L*

**SUBDIVISION (Particulars)**

*of part of land comprised in C. of Little  
Vol. #566 folio 62 by exercising 2 acres; approved provided  
this area of 2 acres is added to Lot 4 Section 10  
South Creek Rd. D.P. 10223.*

**CERTIFICATE**

I hereby certify that the requirements of the Local Government Act, 1919, (other than the requirements for the registration of plans) have been complied with by the above-named applicant in relation to the proposed *Subdivision* above described,  
(Insert New Road or Sub-Division)

and more particularly set out on the accompanying plan bearing the Council's Seal and marked "Covered by Council Clerk's Certificate No. *1307* of *21st May, 1937*"

*[Signature]*

Town/Shire Clerk



MEMORANDUM (REAL PROPERTY TRANSFERS)



Plan 55a, 12:6, 1:55, 1:55



222222 22603N M20843N

(Trusts must not be disclosed in the transfer)

THE SALVATION ARMY (NEW SOUTH WALES) PROPERTY TRUST

a If a less estate, strike out "in fee simple" and interline the required alteration.

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of ONE THOUSAND TWO HUNDRED POUNDS (£ 1200. ) (the receipt whereof is hereby acknowledged) paid to it by MATE JELACICH of Deewhy, Farmer ANDRIJA BATARELO of Broken Hill, Miner and MATE BARTULOVIC of Deewhy, Soldier

THIS SPACE TO BE LEFT FREE FROM NOTATION.

b If to two or more, state whether as joint tenants or tenants in common. c If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed. d If part only of the land referred to in a Certificate of Title is transferred add "and being lot sec. D.P. or " being the land shown in the plan annexed hereto, or " being the residue of the land in certificate (or certificates) Vol. ... where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer. e Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Act, 1919-1939. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure should be used. f A very short note will suffice.

do hereby transfer to the said transferees as joint tenants ALL such fee estate and interest in ALL THE land mentioned in the schedule following :-

County	Parish	Reference to Title(s)			Description of Land (if part only) (d)
		Whole or Part	Vol.	Folio	
Cumberland	Manly Cove	Part	4894	136	Being the land shown on the plan annexed hereto and marked "A".
The residue of that part of the land in Certificate of Title Volume 4894 Folio 136 lying to the South West of South Creek Road.					

And the transferees covenant with the transferor And the transferees jointly and severally covenant with the transferor as in the annexure hereto marked with the letter "B" which said annexure shall be deemed to be embodied in and form part of this instrument.

ENCUMBRANCES, Ac., REFERRED TO!

N I L.

g If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the form overleaf. As to instruments executed elsewhere, see page 2.

Signed at ... THE COMMON SEAL OF THE SALVATION ARMY (NEW SOUTH WALES) PROPERTY TRUST ... Secretary

the Eighth day of August 1913. [Signatures]

h Repeat attestation if necessary. If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

Signed in my presence by the transferees WHO IS PERSONALLY KNOWN TO ME [Signature]

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act. [Signatures]

\* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness. † N.B.—Section 117 requires that the above Certificate be signed by Transferor or his Solicitor, and renders any person liable or negligently guilty of an offence to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm. No alterations should be made by erasure. The words rejected should be scored through with the pen, and then substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

6090

No. 0294132  
**D262116**

LODGED BY

**J. E. A. FLORANCE & BROCKER**  
SOLICITORS  
COMMERCIAL BANK BUILDINGS  
ST. JAMES GORSO.  
NEWCASTLE.  
AND  
D. J. GIBSON, 115, 117 ST. BISHOP.

**CONSENT OF MORTGAGEE.**

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

Dated at this day of 19 } Mortgagee.  
Signed in my presence by \_\_\_\_\_  
who is personally known to me.

**MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.**

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. \_\_\_\_\_ Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_  
Signed at the place and on the date above mentioned, in the presence of \_\_\_\_\_

**FORM OF DECLARATION BY ATTESTING WITNESS.**

Appeared before me at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ one thousand \_\_\_\_\_  
and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said \_\_\_\_\_ is his own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

LEAVE THESE SPACES FOR DEPARTMENTAL USE

**MEMORANDUM OF TRANSFER OF**  
27 Acres 3 roods 29/4 perches.  
Part lots 1218 (of Pt.) and 1219 (of Pt.)  
(Llanona Ave. & Fisher, Pittwater & South Creek Rds)  
Shire Warringham  
Parish \_\_\_\_\_ County \_\_\_\_\_  
(Subject to Covenant)  
Mrs Jelavich As \_\_\_\_\_  
Andria Batarolo Joint \_\_\_\_\_  
Mrs Batarolo Transferees  
Particulars entered in Register Book, Vol. 477 Fol. 126

**DOCUMENTS LODGED HEREWITH.**  
To be filled in by person lodging dealing

Nature	No.	Reg'd Propr., M'gor, etc.
<u>Transfer for sale</u>		
<u>Plan</u>		
<u>Consent</u>		

the 1st day of February 1997  
at \_\_\_\_\_ minutes of \_\_\_\_\_ o'clock in the \_\_\_\_\_ noon.  
W. H. Miles  
Registrar

**PROGRESS RECORD.**

	Initials	Date
Sent to Survey Branch		
Received from Records	<u>W. H. Miles</u>	<u>17.5.97</u>
Draft written	<u>W. H. Miles</u>	<u>17.5.97</u>
Draft examined	<u>W. H. Miles</u>	<u>17.5.97</u>
Diagram prepared	<u>W. H. Miles</u>	<u>17.5.97</u>
Diagram examined	<u>W. H. Miles</u>	<u>17.5.97</u>
Draft forwarded	<u>W. H. Miles</u>	<u>17.5.97</u>
Supd. of Engrs		
Intelligence Clerk		
Vol. <b>5416</b> Fol. <b>122</b>		
Diagram Fees		
Additional Folios		

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Receiver of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.  
If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.  
If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.  
The fees are:—Lodgment fee 12/6 (includes engraving on first certificate), and 2/6 for each additional certificate included in the Transfer, and 2/6 for every new Certificate of Entitlement upon a Transfer on sale for a consideration of not more than £1,000, and 2/6 for a new Certificate of Title to every other case. Additional fees, however, may be necessary in cases involving more than a single diagram or more than six folios of engraving.  
Tenants in common must receive separate Certificates.  
If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferee may take out a new Certificate for the residue.  
A. H. PATERSON, Acting Chief Registrar

D227438

(3)

D262116

" B "

ANNEXURE MARKED WITH THE LETTER "B" TO MEMORANDUM OF TRANSFER FROM THE SALVATION ARMY (NEW SOUTH WALES) PROPERTY TRUST TO MATE JELACICH, ANDRIJA BATARELO, AND MATE BARTULOVIC, IN RESPECT OF PART OF THE LAND COMPRISED IN CERTIFICATE OF TITLE VOLUME 4894 FOLIO 13C.

AND the Transferees jointly and severally covenant with the Transferor:

- (a) That the Transferees shall not erect upon the land hereby transferred or any part thereof or upon any one of the allotments into which the said land may be subdivided any house or main building which shall cost less than the sum of Three hundred pounds (£300.0.0.)
- (b) That the Transferees shall not carry on or permit to be carried on upon the said land or any part thereof any noxious noisome or offensive trade occupation or business:
- (c) That the Transferees shall not sell or permit to be sold or convey at or by a party to the sale of any wines beers ales spirits or any other intoxicating liquor of any kind whatsoever upon the said land or any part thereof:
- (d) That the Transferees shall not erect in respect of the said land any dividing fence without the consent of the Transferor but such consent shall not be withheld if such fence is erected without expense to the Transferor, and in favour of any person dealing with the Transferees such consent shall be deemed to have been given in respect of every such fence for the time being erected.

AND IT IS HEREBY DECLARED that the land to which the said covenants are intended to be appurtenant is the residue of the land comprised in the said Certificate of Title and that the land which is to be subject to the burden of the said covenants is the land hereby transferred, and that the said covenants may be released varied or modified by The Salvation Army (New South Wales) Property Trust and shall not be released varied or modified without the consent of the said Trust.

SIGNED at Manly the Eighth day of August 1943.

*[Signature]*

Secretary.

*[Signature]*

Trustees.

SIGNED in my presence by the transferee MATE JELACICH who is personally known to me

*[Signature]* M. Jelacich

SIGNED in my presence by the transferee ANDRIJA BATARELO who is personally known to me

*[Signature]* A. Patar

SIGNED in my presence by the transferee MATE BARTULOVIC who is personally known to me

*[Signature]* M. Bartulovic

B

D221438

(3)

" B "

D262116

ANNEXURE MARKED WITH THE LETTER "B" TO MEMORANDUM OF TRANSFER FROM THE SALVATION ARMY (NEW SOUTH WALES) PROPERTY TRUST TO MATE JELACICH, ANDRIJA BATARELO, and MATE BARTULOVIC, IN RESPECT OF PART OF THE LAND COMPRISED IN CERTIFICATE OF TITLE VOLUME 4894 FOLIO 138.

AND the Transferees jointly and severally covenant with the Transferrer:

- (a) That the Transferees shall not erect upon the land hereby transferred or any part thereof or upon any one of the allotments into which the said land may be subdivided any house or main building which shall cost less than the sum of Three hundred pounds (£300.0.0.)
- (b) That the Transferees shall not carry on or permit to be carried on upon the said land or any part thereof any noxious noisome or offensive trade occupation or business;
- (c) That the Transferees shall not sell or permit to be sold or connive at or be a party to the sale of any wines beers ales spirits or any other intoxicating liquor of any kind whatsoever upon the said land or any part thereof;
- (d) That the Transferees shall not erect in respect of the said land any dividing fence without the consent of the Transferrer but such consent shall not be withheld if such fence is erected without expense to the Transferrer, and in favour of any person dealing with the Transferees such consent shall be deemed to have been given in respect of every such fence for the time being erected.

AND IT IS HEREBY DECLARED that the land to which the said covenants are intended to be appurtenant is the residue of the land comprised in the said Certificate of Title and that the land which is to be subject to the burden of the said covenants is the land hereby transferred, and that the said covenants may be released varied or modified by The Salvation Army (New South Wales) Property Trust and shall not be released varied or modified without the consent of the said Trust.

SIGNED at Adully the 24th day of August 1943.  
 In the presence of the Trustees of the Salvation Army (New South Wales) Property Trust, who were present at a resolution of the Trustees in the presence of  
 THE COMMON SEAL OF THE SALVATION ARMY (NEW SOUTH WALES) PROPERTY TRUST  
 M. B. Ryan  
 Secretary.

*[Signature]*  
*[Signature]*  
 Trustees.

SIGNED in my presence by the transferee MATE JELACICH who is personally known to me

*[Signature]* M. Jelacich  
*[Signature]* same name

SIGNED in my presence by the transferee ANDRIJA BATARELO who is personally known to me

*[Signature]* A. Bataro  
*[Signature]* same name

SIGNED in my presence by the transferee MATE BARTULOVIC who is personally known to me

*[Signature]* M. Bartulovic  
*[Signature]* same name

B

COMMONWEALTH OF AUSTRALIA.

L.6604

**NATIONAL SECURITY (LAND TRANSFER) REGULATIONS.**

WHEREAS by the National Security (Land Transfer) Regulations the consent in writing of the Attorney-General is required to the execution of the undermentioned instrument:

AND WHEREAS the powers and functions of the Attorney-General under the said Regulations have been delegated to the Solicitor-General:

AND WHEREAS an application for such consent has been made by **Andrija Batarelo** a subject of a country in enemy occupation.

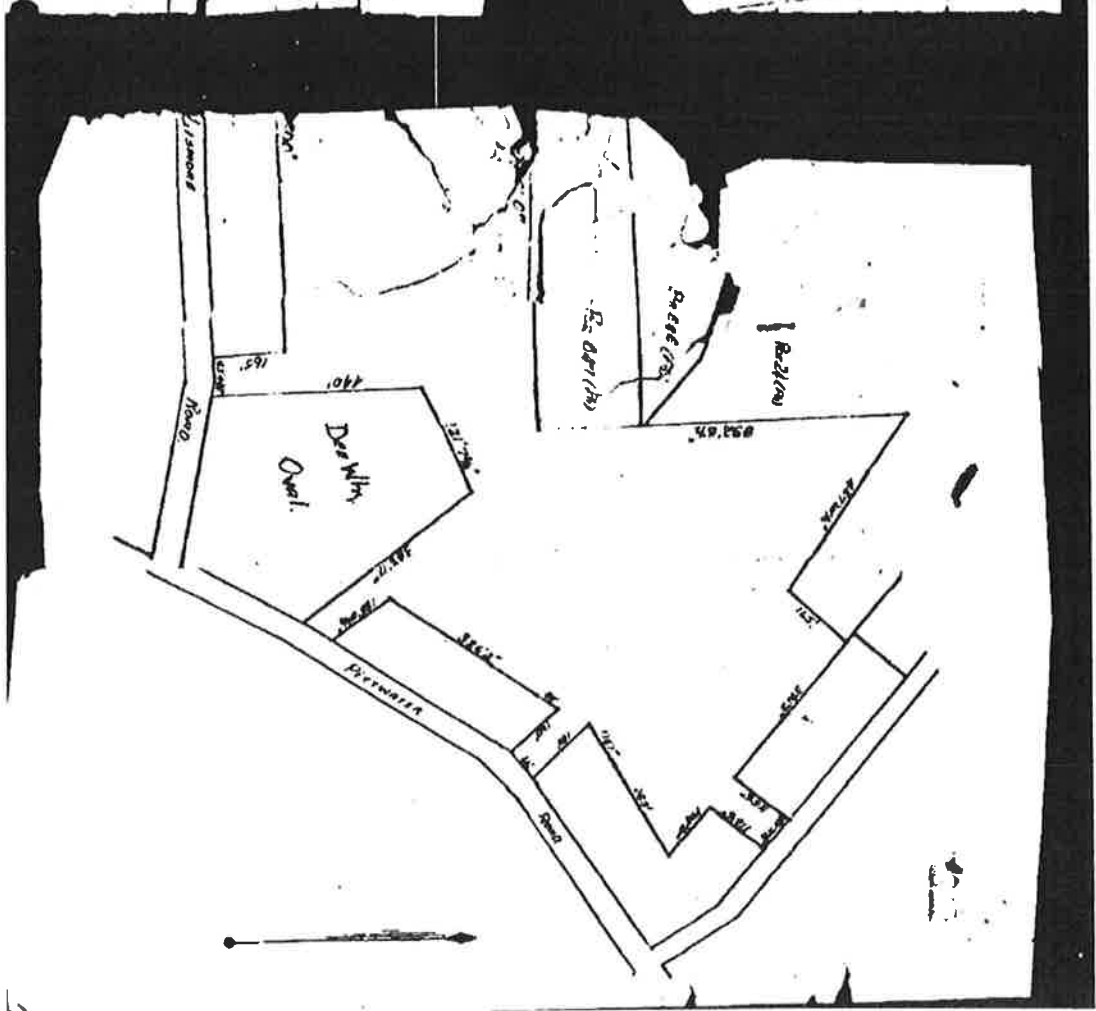
NOW THEREFORE I, Sir George Shaw Knowles, Solicitor-General of the Commonwealth of Australia, do hereby consent to the undermentioned instrument being executed:

Particulars of Contract, Agreement or Transaction.

Contract of Sale dated 15th April 1941 between Salvation Army (New South Wales) Property Trust of Sydney in the State of New South Wales as vendor and Kate Jelacich, Kate Bartulovic and the abovenamed Andrija Batarelo of 96 Patton Street Broken Hill in the said State Miner as purchasers.

Description of land.

All that piece of land fronting Pittwater Road, Lismore Road, Fish Road and South Creek Road Dee Why in the Parish of Manly Cove County of Cumberland State of New South Wales containing an area of 26 acres or there abouts being the part of the land comprised in Certificate of Title Volume 136 as is shown coloured red on the plan signed and attached hereto.



Date Printed: 18 August 2016

Certificate Number: ePLC2016/2754

InfoTrack

Applicant Reference: 216207

DX 578

Receipt Number: 11691

SYDNEY

Property Address: 11 Billarong Avenue DEE WHY NSW 2099

Legal Description: Lot 61 DP 216544

Property ID: 103418

*Note: This planning certificate pertains to land which was within the area of the former Warringah Council and is now within the area of the Northern Beaches Council pursuant to the Local Government (Council Amalgamations) Proclamation 2016.*

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

**Warringah Local Environmental Plan 2011**

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

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

**a) Draft State Environmental Planning Policy (Competition) 2010****b) The following planning proposals may affect the land:**

Date of Council Resolution	Outline of Planning Proposal	Land to which Planning Proposal applies
25 March 2014 27 October 2015	Amends WLEP 2011 to rezone the identified subject sites and to reclassify one of the allotments to reflect and be compatible with the surrounding land use zones and management principles	Darley Street and Starkey Street, Forestville (Lot 7084 in DP 93981, Lot 15 in DP 401139, Lot X & Y in DP 26598, 'the Centre' road reserve between Darley Street & Starkey Street and LOT 18 DP 30680).

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

**Warringah Development Control Plan 2011**

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

## 2. Zoning and land use under relevant LEPs

## 2.1 Zoning and land use under Warringah Local Environmental Plan 2011

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

**LEP - Land zoned R2 Low Density Residential**

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

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

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

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

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

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

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

**No**

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

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

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

**No**

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

**No**

**2.2 Draft Local Environmental Plan – if any**

**Please refer to the table in Question 1.2.**

**Please contact Council's Strategic Planning unit with enquiries on 9942 2111**

**3. Complying development**

*(1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (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.*

*(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.*

---

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

**Complying development may be carried out on the whole of the land.**

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

**Complying development may be carried out on the whole of the land.**

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

**Complying development may be carried out on the whole of the land.**

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

**Complying development may be carried out on the whole of the land.**

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

**Complying development may be carried out on the whole of the land.**

*(f) May Complying Development under the Commercial and Industrial (New Buildings and Additions) Code be carried out on the land?*

Complying development may be carried out on the whole of the land.

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

Complying development may be carried out on the whole of the land.

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

Complying development may be carried out on the whole of the land.

*(i) May Complying Development under the Fire Safety Code be carried out on the land?*

Complying development may be carried out on the whole of the land.

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

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

- 4A. *Information relating to beaches and coasts*

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

**No**

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

**No**

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

**No**

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

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

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

**No**

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

**No**

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

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

**No**

*(b) any environmental planning instrument*

**No**

*(c) any resolution of Council.*

**No**

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

**Acid Sulfate Soils Class 3**

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

**Bushfire Prone Land**

- 7A. *Flood related development controls information*

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

**Yes**

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

**Yes**

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

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

**No**

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

**Northern Beaches Council Section 94A Plan 2016 (adopted 7 July 2016 effective 16 July 2016). Please contact Council's Customer Service Counter for more information.**

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

**No**

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

**No**

11. *Bush Fire Prone Land*

**Yes**

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

**No**

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

**No**

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

**No**

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

No

*For what period is the certificate current?*

**not applicable**

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

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

16. No

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

No

*For what period is the certificate current?*

**not applicable**

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

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

No

*For what period is the certificate current?*

**Not Applicable**

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

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

No

18. Paper subdivision information

(a) *The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot*

**Not applicable**

(b) *The date of any subdivision order that applies to the land*

**Not applicable**

*Words and expressions used in this clause have the same meaning as they have in Part 16C of the Environmental Planning and Assessment Regulation 2000*

19. Site verification certificates

(a) *Is there a current site verification certificate of which the council is aware, in respect of the land?*

**No**

(b) *For what matter is certified by the site verification certificate?*

**Not applicable**

(c) *For what date does the site verification certificate cease to be current?*

**Not applicable**

*A copy of the site verification certificate may be obtained from the head office of the Department of Planning and Infrastructure*

20. *Whether the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division*

**No**

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

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

**No**

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

**No**

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

**No**

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

**No**

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

**No**

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

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

Note: This planning certificate pertains to land which was within the area of the former Warringah Council and is now within the area of the Northern Beaches Council pursuant to the Local Government (Council Amalgamations) Proclamation 2016.

1. (a) Whether any instrument or resolution of Council varies or proposes to vary the provisions of an environmental planning instrument, other than as referred to in the Certificate under section 149(2):-

Date of Council Resolution	Outline of Planning Proposal	Land to which Planning Proposal applies
22 March 2016	Amends Schedule 1 Additional Permitted Uses under WLEP 2011 to: <ul style="list-style-type: none"> <li>Permit the use of 'service station'</li> <li>Permit the use of 'neighbourhood shop' with a floor area of less than 240sqm</li> </ul>	632-634 Warringah Road, Forestville Lots 8 & 9, DP 250525
23 June 2015	Amends WLEP 2011 to allow development of internal and attached Secondary Dwellings in the RU4 – Primary Production Small Lot zone	RU4 – Primary Production Small Lot zone
25 November 2014	Amends WLEP 2000 and WLEP 2011 to: <ul style="list-style-type: none"> <li>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.</li> <li>Introduce subdivision lot size and height of building controls to land proposed to be zoned R2 Low Density Residential.</li> <li>Amend the Land Application and Landslip Risk maps.</li> </ul>	Ralston Avenue, Belrose Lot 1 DP 1139826
23 September 2014	Amends WLEP 2011 to: <ul style="list-style-type: none"> <li>Increase maximum permissible building heights</li> <li>Introduce floor space ratio controls</li> <li>Provide development standards in relation to car parking, building setbacks and building proportion</li> <li>Identify additional "Key Sites"</li> </ul> Implement a delivery mechanism for key infrastructure and public domain improvements	Dee Why Town Centre (Boundaries identified within the Planning Proposal)

(b) Whether the land or any item on the land is affected by an order under section 24 or section 25 of the Heritage Act 1977

No

(c) Is the land subject to Councils interim policy and interim guidelines for development and use of the land likely to be affected by 1:100 year flood – Development and subdivision applications may be subject to the floor affected controls.

No

(d) Is the land subject to Councils resolution of 26<sup>th</sup> August 1997. Assessment of Development applications will be made by reference to the Collaroy/Narrabeen Coastline Management Plan- Development Guidelines for Collaroy/Narrabeen Beach.

No

2. *Threatened Species.*

*(a) Does this land have the potential to contain one or more of the following endangered or vulnerable ecological communities as described in the final determination of the scientific committee to list the ecological communities under Part 3 of Schedule 1 and Part 2 of Schedule 2 Threatened Species Conservation Act 1995(NSW)?*

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

**Many threatened species identified under the Threatened Species Conservation Act 1995 (NSW) and Environment Protection and Biodiversity Conservation Act 1999 (Commonwealth) are found within the Local Government Area of Warringah. 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>**

*(b) Is this land known to contain threatened species as described in the final determination of the scientific committee to list endangered and vulnerable species under part 1 of Schedule 1 and part 1 of Schedule 2 Threatened Species Conservation Act 1995 (NSW)?*

**Many threatened species identified under the Threatened Species Conservation Act 1995 (NSW) and Environment Protection and Biodiversity Conservation Act 1999 (Commonwealth) are found within the Local Government Area of Warringah. 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>**

3. *Does Council's Protection of Waterways and Riparian Land Policy apply to the land?*

**Yes**

4. *(a) Is this land affected by Council's geotechnical assessment of Queenscliff headland?*

**No**

*(b) Is the land identified as having specific potential geotechnical hazards?*

**No**

5. *Is the land subject to Council Resolution No. 192/15 made on 22 September 2015?*

**No**

*Additional Information:*

- a. Certain development may require further consideration under section 79BA or section 91 of the Environmental Planning and Assessment Act 1979, and section 100B of the Rural Fires Act, 1997 with respect to bushfire matters. Contact NSW Rural Fire Service.
- b. Many Aboriginal objects are found within the Local Government Area of Warringah. It is prudent for the purchaser of land within such area to make enquiry of the Director-General of National Parks and Wildlife whether he/she is aware of any Aboriginal objects on the subject land or whether the land has been declared as an Aboriginal place under the National Parks and Wildlife Act 1974 (NSW). Such Director-General has wide powers to prevent the carrying out of work on land which is likely to significantly affect an Aboriginal object or Aboriginal place.
- c. Information available to Council indicates properties within the catchments of Dee Why CBD, Manly Lagoon and Middle Creek may be flood affected. This includes the suburbs of Narraweena, Dee Why, Cromer, Ingleside, Brookvale and Oxford Falls. Council's Natural Environment Unit can be contacted for further information.
- d. Information available to Council indicates coastal erosion may affect a greater number of properties and may present an increased risk to properties than that shown on published hazard maps of the Warringah coastline. Council's Natural Environment Unit can be contacted for further information.

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

**Disclaimer**

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



---

for Mark Ferguson  
INTERIM GENERAL MANAGER

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

Clause 1.1 of the Section 149(2) Certificate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**STATE ENVIRONMENTAL PLANNING POLICY (MAJOR PROJECTS) 2005**

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

**STATE ENVIRONMENTAL PLANNING POLICY (Sydney Region Growth Centres) 2006**

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

**STATE ENVIRONMENTAL PLANNING POLICY (INFRASTRUCTURE) 2007**

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

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

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

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

Gazetted: 12.12.2008 – Commenced 27.02.2009

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

**STATE ENVIRONMENTAL PLANNING POLICY (AFFORDABLE RENTAL HOUSING) 2009**

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

**EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011**

**Zone R2 Low Density Residential**

**1 Objectives of zone**

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

**2 Permitted without consent**

Home-based child care; Home occupations

**3 Permitted with consent**

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

**4 Prohibited**

Any development not specified in item 2 or 3

# SEWERAGE SERVICE DIAGRAM

Municipality of *Warringah*

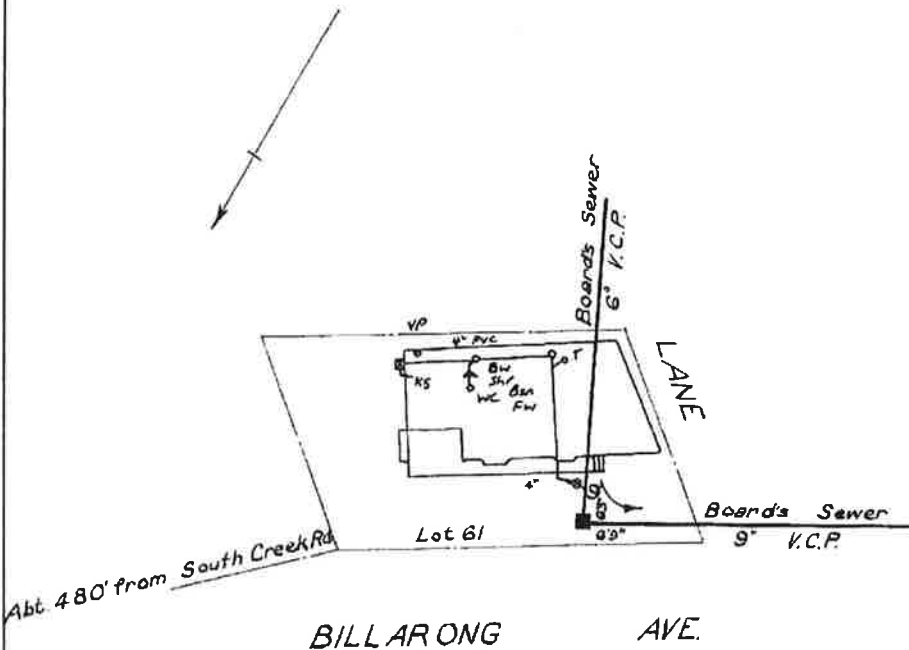
No. *816359*

SYMBOLS AND ABBREVIATIONS							
<input type="checkbox"/>	Boundary Trap	<input checked="" type="checkbox"/>	R.V. Reflex Valve	I.P.	Induct Pipe	Bsn.	Basin
<input type="checkbox"/>	Pit	<input type="checkbox"/>	Cleaning Eye	M.F.	Mica Flap	Shr.	Shower
<input checked="" type="checkbox"/>	G.I. Grease Interceptor	<input type="checkbox"/>	Vert. Vertical Pipe	T.	Tubs	W.I.P.	Wrought Iron Pipe
<input checked="" type="checkbox"/>	Gully	<input type="checkbox"/>	V.P. Vent. Pipe	K.S.	Kitchen Sink	C.I.P.	Cast Iron Pipe
<input checked="" type="checkbox"/>	P.T. P. Trap	<input type="checkbox"/>	S.V.P. Soil Vent. Pipe	W.C.	Water Closet	F.W.	Floor Waste
<input checked="" type="checkbox"/>	R.S. Reflex Sink	<input type="checkbox"/>	D.C.C. Down Cast Cowl	B.W.	Bath Waste	W.M.	Washing Machine

Scale: 40 Feet To An Inch

### 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



RATE No. \_\_\_\_\_ W.C.s. \_\_\_\_\_ U.C.s. \_\_\_\_\_ 19\_\_

SHEET No. *8388* OFFICE USE ONLY For Engineer House Services

DRAINAGE			PLUMBING			
W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by	Date	
Bth.	Examined by	Inspector	Date	Inspector	Date	
Shr.			Outfall			HL
Bsn.			Drainer			LL
K.S.			Plumber			
T.			Boundary Trap			
Pig.	Chief Inspector					
Dge. Int.						

*1128 875*

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: Colin Francis Woodward and Tanya Lea Woodward  
Purchaser:  
Property: 11 Billarong Avenue, Dee Why  
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*.)
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 Consumer, Trader and Tenancy Tribunal for an order?
  - (b) have any orders been made by the Consumer, Trader and Tenancy 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.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be or, in the case of a mortgage or caveat, an executed discharge or withdrawal 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 the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

### Adjustments

11. All outgoing 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?

### Survey and building

13. 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.
14. 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.
15. (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* 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 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 issued under the *Environmental Planning and Assessment Act 1979* 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 under the *Home Building Act 1989*.
16. 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?

17. If a swimming pool is included in the property:
- (a) when did construction of the swimming pool commence?
  - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  - (d) are there any outstanding notices or orders?
- 18.
- (a) To whom do the boundary fences belong?
  - (b) Are there any party walls?
  - (c) If the answer to (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* or the *Encroachment of Buildings Act 1922*?

**Affectations**

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. 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?
21. 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) any contamination?
- 22.
- (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?
23. 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**

24. 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**

25. 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.
26. 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.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. 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 completion date.



## NSW SWIMMING POOL REGISTER

### Certificate of Registration

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

<b>Pool No:</b>	<b>fd1fbc88</b>
<b>Property Address:</b>	<b>11 BILLARONG AVENUE DEE WHY</b>
<b>Date of Registration:</b>	<b>07 May 2013</b>
<b>Type of Pool:</b>	<b>An outdoor pool that is not portable or inflatable</b>
<b>Description of Pool:</b>	<b>in ground.</b>

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

PAGE FOLLOWS.



## NSW SWIMMING POOL REGISTER

### Certificate of Compliance

#### Section 22D – Swimming Pools Act 1992

<b>Pool No:</b>	fd1fbc88
<b>Property Address:</b>	11 BILLARONG AVENUE DEE WHY
<b>Expiry Date:</b>	22 August 2019
<b>Issuing Authority:</b>	Warringah Council

The swimming pool at the above property complies with Part 2 of the *Swimming Pools Act 1992*. The issue of this certificate does not negate the need for regular maintenance of the swimming pool barrier to ensure it is compliant with the *Swimming Pools Act 1992*.

This certificate ceases to be valid if a direction is issued pursuant to Section 23 of the *Swimming Pools Act 1992*.

The swimming pool at the above property is not required to be inspected under the inspection program of the local authority while this certificate of compliance remains valid pursuant to Section 22B(3) of the *Swimming Pools Act 1992*.

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

