

Contract for the sale and purchase of land 2016 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	SKYLINE REAL ESTATE 3/14 FRENCHS FOREST ROAD FRENCHS FOREST NSW 2086	Tel: (02) 9452 3444 Fax: (02) 9452 4555 Ref: Gary Woodward
co-agent vendor	JOANNE SUSAN WILCOX	
vendor's solicitor	CARA MARASCO AND COMPANY SUITE 3, 515 PITTWATER ROAD BROOKVALE NSW 2100 DX 29137 BROOKVALE	Tel: (02) 9939 6900 Fax: (02) 9905 0627 Ref: Luigi Marasco
date for completion	56th day after the contract date (clause 15)	
land(address, plan details and title reference)	17 PEPPERCORN DRIVE FRENCHS FOREST NSW 2086 Lot 87 in Deposited Plan 1008935 Folio Identifier 87/DP1008935	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: swimming pool	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

inclusions	<input checked="" type="checkbox"/> blinds	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> other: alarm, air conditioning, intercom		
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

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

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

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address and telephone number**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 of 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 Occupation Certificate dated 5 November 2008 for swimming pool

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</i> by a <i>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"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> <i>solicitor</i> or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>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 *servicing* a notice. After the *termination* –
 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 10.1.4 any change in the *property* due to fair wear and tear before completion;
 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by fax to the *party's solicitor*, unless it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 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 *-serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 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'</i> <i>Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>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 FORMING PART OF THIS CONTRACT

Dated2016

BETWEEN: JOANNE SUSAN WILCOX (Vendor)

AND: (Purchaser)

32. Alterations to Printed Form

- (a) Clause 29 is deleted
- (b) Clause 16.5 delete "plus another 20% of that fee"
- (c) Clause 16.8 delete "settlement" and substitute bank
- (d) Clause 16.8 delete "5" and substitute "10"
- (e) Clause 7.1.1 is amended by deleting "5% of the price" and inserting "\$1.00" in its place;
- (f) Clause 8.1 the words "on reasonable grounds" are deleted;
- (g) Clause 8.2 the words from "that" to "grounds" inclusive are deleted;
- (h) Clause 23.13 the words "at least 7 days" are deleted; and
- (i) Clause 24.4.3 the words "if held by the Vendor" are added to the end of the second, third, fourth and fifth bullet points.

33. Whole Contract Agreement

The agreements, provisions and terms contained herein, expressly or by implication, cover and comprise the whole of the Contract between the Purchaser and the Vendor who agree and declare that no further or other Contracts, agreements, provisions or terms, whether in respect of the Property or otherwise shall be deemed to be implied herein or to arise between the Purchaser and the Vendor by way of collateral or other agreement by reason of any promise, representation, warranty or undertaking given or made on behalf of the Vendor or his/her/its agent or the Purchaser or his/her/its agent on or prior to the signing

hereof and any such implication or collateral or other Contract is hereby expressly negatived.

34. No Warranty or Representations

The purchase acknowledges and agrees that in entering this Contract he/she/it has not relied upon any warranty or representation made by the Vendor or any person or body corporate on behalf of the Vendor or any other conduct engaged by the Vendor or any other person or body corporate on behalf of the Vendor (other than expressly set out in this Contract) but has relied entirely upon his/her/its own enquires and inspection of the Property.

35. Purchaser's Acknowledgement

- (a) Prior to signing this Contract the Purchaser has been given an opportunity to make an inspection of the Property and has inspected the property or decided not to inspect the property.
- (b) The Purchaser warrants that in entering into this contract the Purchaser has not relied on any warranty or representation made by the Vendor or anyone representing the Vendor as to:
 - (i) the nature quality and condition of the Property;
 - (ii) the suitability for any use or purpose of the Property;
 - (iii) the rights attaching to or affecting the property;
 - (iv) any other matter having or which may have effect beneficial or otherwise on the property or the yield from the Property;
- (c) The Purchaser accepts the Property in its present condition and state of repair and subject to all defects, dilapidations, infestations and contaminations (if any) whether later or patent.
- (d) The Purchaser is not entitled to make any requisitions on title, objection or claim for compensation or rescind or terminate in respect of any of the matters referred to in clauses (b) and (c) including without limitation:

- (i) any roof or surface water drainage being connected to the sewer; or
 - (ii) the existence or non-existence of any easement or right effecting or benefiting the Property in respect of any service which passes through another property or any service for another property which passes through the Property ("service" has the meaning given in clause 10.1.2 of this Contract).
- (e) the Vendor makes no warranty or representation about any of the matters relating to the Property described in clauses (b), (c) and (d).

36. Encroachments, Non Compliance

The Purchaser acknowledges, agrees and declares that he/she/it has inspected all improvements erected upon the subject land and accepts the same in their present position, condition and state of repair together with all defects whether latent or patent and will raise no objection, requisition or claim for compensation in relation to any of these matters nor in relation to any Non-compliance with provisions of the Local Government Act, 1993 or ordinances thereunder.

37. Real Estate Agents

The Purchaser was not introduced to the property or the Vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the Vendor's agent, if any, specified in this contract). The Purchaser will indemnify the Vendor against any claim for commission by any real estate agent or other person arising out of an introduction of the Purchaser and against all claims and expenses for the defence and determination of such a claim against the Vendor. The right continues after completion.

38. Notice to Complete

- 38.1 Despite any rule of law or equity to the contrary, Vendor and the Purchaser agree that any notice to complete under this contract will be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion.

- 38.2 In the event that the Vendor issues a Notice to Complete, the Purchaser must pay to the Vendor the sum of \$300.00 (plus GST) to cover legal costs and other expenses incurred as a consequence of the issuing of such notice.
- 38.3 The amounts payable by the Purchaser to the Vendor under this additional clause is to be paid as an adjustment in favour of the Vendor on Completion.
- 38.4 The Vendor's right under this clause continue after completion or determination.
- 38.5 This clause does not affect any other rights of the Vendor.

39. Rates and Charges etc

The Vendor shall not be obliged to remove any charge on the property for any rate, tax or outgoing until the time when completion of this contract is effected. The Vendor shall not be deemed to be, unable, not ready or unwilling to complete this contract by reason of the existence of any charge on the Property for any rate, tax or outgoing and shall be entitled to serve a Notice to Complete notwithstanding that, at the time such notice is issued or at any time thereafter, there is a charge on the property for any rate, tax or outgoing.

40. Capacity

Without in any way limiting, negating 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, if either party (and if more than one person comprises that first party then any one of them) prior to completion:

- (a) Dies or become mentally ill, then the other party may rescind this contract by written notice to the first party's solicitor and thereupon this contract will be at an end and the provisions of clause 19 apply; or
- (b) Being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into a deed of company arrangement or scheme of arrangement with its creditors, then the other party may rescind this Contract by written notice to the first party's solicitor and thereupon this Contract will be at an end and the provisions of Clause 19 apply.

41. Liquidated Damages

If completion does not take place in accordance with the meaning of the term completion date as described in this Contract:-

41.1 If the vendor is not at fault then:

41.1.1 The purchaser must pay interest on the unpaid balance of the purchase price at the rate of ten (10%) percent per annum calculated daily including the last day stipulated within the meaning of the term completion date and the actual day of completion;

41.1.2 That interest must be paid on completion and is an essential term of the contract.

41.1.3 The vendor is not obliged to complete unless that interest is paid,

41.1.4 The parties agree that the interest is a genuine pre-estimate of the vendor's loss as a result of the purchaser's failure to complete, and

41.1.5 The right to the interest is without limiting any other rights the vendor may have as a result of the purchaser's failure to complete

42. Deposit Less Than 10% of the Purchase Price

42.1 Despite any other provision in this contract, if:

(a) The deposit to be paid or actually paid by the Purchaser is less than ten per cent (10%) of the purchase price, and

(b) The Vendor becomes entitled to the deposit

Then the following sub-clauses shall apply.

42.2 The Purchaser will immediately upon demand pay the Vendor the difference between ten per cent (10%) of the purchase price and amount actually paid as a deposit.

42.3 This clause does not affect any other rights the Vendor has at law, in equity or under this contract.

42.4 The Vendor's rights under this clause continue after completion, recession or termination.

43. Alterations to Contract

Each party hereof authorises his/her or their solicitor/conveyancer or any employee of that solicitor/conveyancer up until the date of this Contract to make alterations to the Contract including the addition of annexures after execution up until the date of this Contract and any such alterations shall be binding upon the party deemed hereby to have authorised the same and any annexure so added shall form part of this Contract as if the same was annexed prior to the Contract being executed.

44. Investment of Deposit

Tax File Numbers

Each of the Vendor and the Purchaser acknowledge and agree:

- (a) That each is aware of the Tax File Number provisions contained in the Income Tax Assessment Act, 1936, and in particular is aware that where the Deposit is in fact invested but the Deposit holder has not notified the Bank or Permanent Building Society with which the Deposit is invested, of the Tax File Number of the Vendor and the Purchaser prior to the investment of the Deposit, Income Tax may be deducted from the Interest accrued on the Deposit at the highest marginal tax rate under the Income Tax Assessment At, 1936, plus the Medicare levy;
- (b) That each will provide its Tax File Number to the Deposit holder on or before the date of this Contract and hereby authorises the Deposit holder to furnish such Tax File Number to the Bank or Permanent Building Society with which the Deposit is to be invested; and,
- (c) That the Deposit holder will not be required to invest the Deposit if the Tax File Numbers of the Vendor and Purchaser are not provided to the Deposit holder.

45. Building Certificate

Notwithstanding the other provisions of this Contract if, as a consequence of any application by the Purchaser for a Building Certificate from the Local Council:-

- (a) A work order under any Legislation is made after the date of this Contract; or
- (b) The Local Council informs the Purchaser of works to be done before it will issue the Building Certificate;
- (c) Then the Purchaser must not make any objection, requisition, claim for compensation, withhold Purchase Monies, delay completion of nor seek to rescind or terminate this Contract because of any such work order or the works required by the Local Council and if this Contract is completed the Purchaser must comply with such work order and pay the expense of compliance or do the works required at his own expense.

46. Guarantee and Indemnity

46.1 If the Purchaser is a corporation (other than a corporation listed on any Australian Stock Exchange) the Purchaser must procure the completion and execution of the following unconditional guarantee by two natural persons over the age of 18 years who are directors of or substantial shareholders of the Purchaser ("the Guarantors").

46.2 The Guarantors

46.2.1 Give this guarantee and indemnity in consideration of the Vendor agreeing to enter into this Contract; and

46.2.2 Acknowledge that the Vendor has give valuable consideration for this guarantee and indemnity

46.3 The Guarantors unconditionally and irrevocably guarantee to the Vendor:

46.3.1 Payment of the Vendor of all monies due to the Vendor under this Contract; and

46.3.2 The due and punctual performance by the Purchaser of all of its obligations under this Contract.

- 46.4 If the Purchaser does not pay any amount due to the Vendor on time and in accordance with the terms of this Contract, then the Guarantors agree to pay those monies to the Vendor on demand by the Vendor.
- 46.5 As an independent and principal obligation the Guarantors indemnify the Vendor against all liability or loss arising from, and any costs, charges or expenses incurred in connection with, or arising out of the failure of the Purchaser to make payment to the Vendor of all monies due to the Vendor under this Contract or the failure of the Purchaser to duly and punctually perform all or any of its obligations under this Contract.
- 46.6 The indemnity in the previous clause shall extend to any loss arising from any monies payable by the Purchaser under this Contract or from the Purchaser because of any circumstances whatsoever.
- 46.7 This Guarantee and Indemnity is a continuing security and extends to all monies payable under this Guarantee and Indemnity.
- 46.8 The Vendor need not make a demand on the Purchaser before making a demand on the Guarantors or any one of them. A demand on the Guarantors or any one of them may be made at any time and from time to time.
- 46.9 The Guarantors waive any right they have of first requiring the Vendor to proceed against or enforce any other right against the Purchaser or any other person including another of the Guarantors, before making any claim against the Guarantors under this Guarantee and Indemnity.
- 46.10 The liabilities of the Guarantors under this Guarantee and Indemnity of the Guarantors whether as guarantors or as principles are not affected by anything which might otherwise affect them at law or in equity including, without limitation, one or more of the following:
- 46.10.1 The Vendor or other person granting time or other indulgence to, compounding or compromising with or releasing the Purchaser; or

- 46.10.2 Acquiescence, delay, acts, omissions or mistakes on the part of the Vendor; or
 - 46.10.3 Any variation or novation of a right of the Vendor, or alteration of this Contract or document, in respect of the Purchaser.
- 46.11** As long as any monies payable under this Guarantee and Indemnity remain unpaid the Guarantors may not, without the consent of the Vendor:
- 46.11.1 Make claim or enforce a right against the Purchaser or its property; or
 - 46.11.2 Prove in competition with the Vendor in any bankruptcy or liquidation of the Purchaser
- 46.12** The Guarantors represent and warrant that:
- 46.12.1 Their obligations under the Guarantee and Indemnity are valid and binding;
 - 46.12.2 They do not enter into this Guarantee and Indemnity in the capacity of a trustee of any trust or settlement
 - 46.12.3 They are natural persons over the age of 18 years; and
 - 46.12.4 They are directors of or substantial shareholders of the Purchaser.
- 46.13** This Clause is an essential term of this Contract.

47. Deposit Release

Notwithstanding anything of the contrary hereinbefore contained, the Purchaser shall forthwith authorise the release to the Vendor of the Deposit monies paid by the Purchaser herein, such sum to be used by the Vendor in the payment of the Deposit and/or Stamp Duty for the purchase by the Vendor of another property. The Vendor warrants that so much of the Deposit which is used to pay the Deposit on another property, will only be paid to an Agent or Solicitor, to be held in trust by such Agent or Solicitor as stakeholder pending the completion of the Vendor's purchase. The Vendor further warrants that he will notify the Purchaser's Solicitors of the name of the Agent or Solicitor to whom the Deposit is paid.

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 87/1008935

SEARCH DATE	TIME	EDITION NO	DATE
24/11/2016	2:09 PM	3	26/7/2006

LAND

LOT 87 IN DEPOSITED PLAN 1008935
AT FRENCHS FOREST
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1008935

FIRST SCHEDULE

JOANNE SUSAN WILCOX (T AC483439)

SECOND SCHEDULE (4 NOTIFICATIONS)

- * 1 RESERVATION AND CONDITIONS IN FAVOUR OF THE CROWN-SEE CROWN GRANT
- 2 DP1008935 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED 2 IN THE S.88B INSTRUMENT
- 3 DP1008935 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED 3 IN THE S.88B INSTRUMENT
- 4 AC483440 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

CAR-ADMIN-11941:WILCOX

PRINTED ON 24/11/2016

Level 4, 122 Castlereagh Street, Sydney 2000 - DX 1078 SYDNEY

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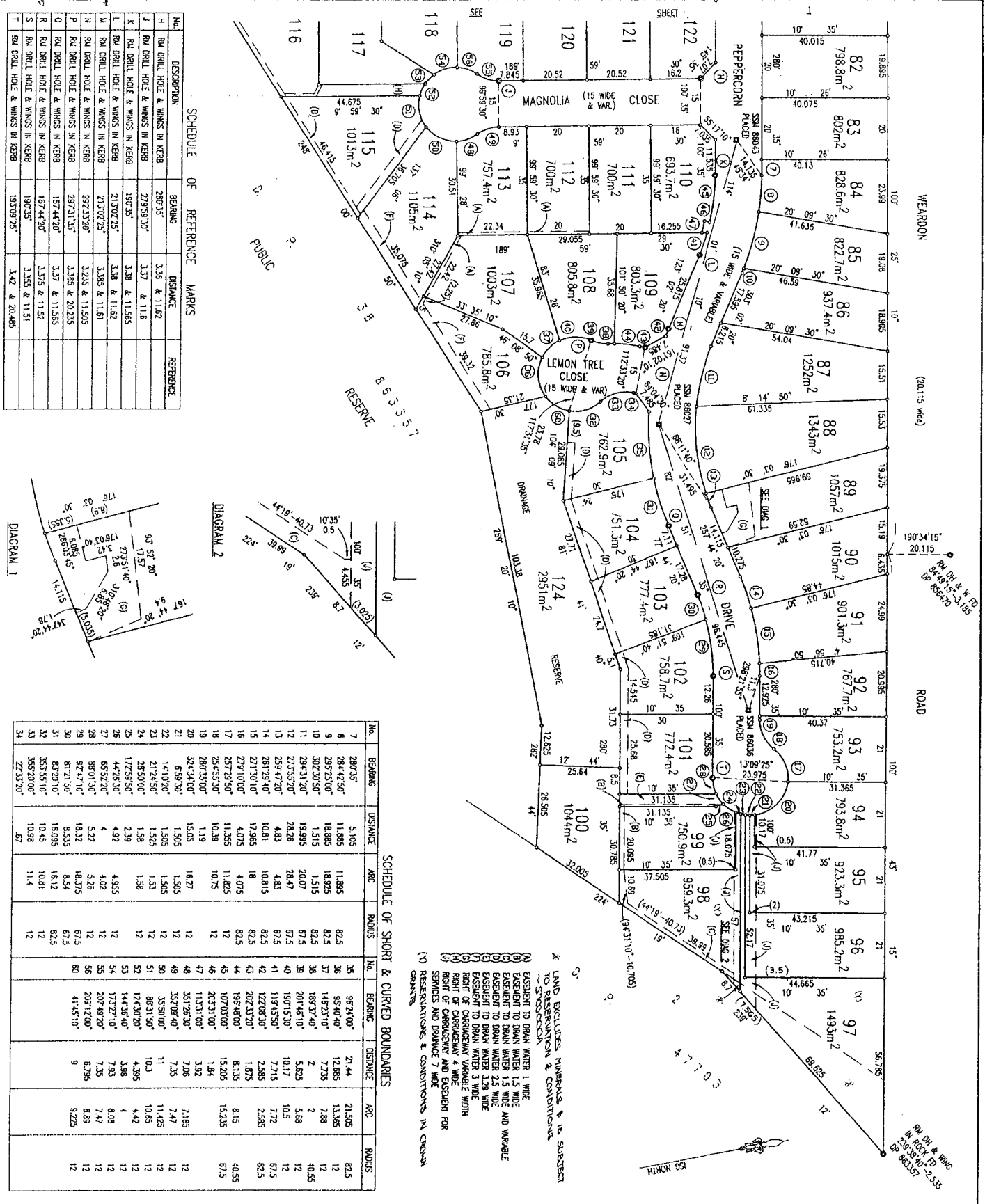
www.hazlett.com.au



PLAN FORM 3

To be used in conjunction with Plan Form 2

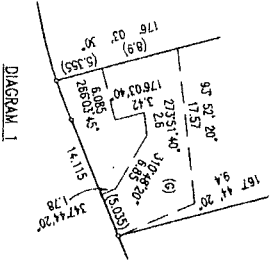
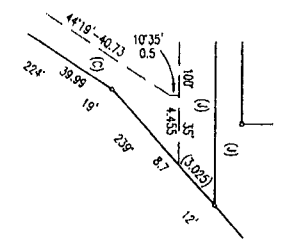
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



SCHEDULE OF REFERENCE MARKS

No.	DESCRIPTION	BEARING	DISTANCE	REFERENCE
1	RM DRILL HOLE & WINGS IN KERB	280°35'	3.36 & 11.62	
2	RM DRILL HOLE & WINGS IN KERB	279°59'30"	3.37 & 11.6	
3	RM DRILL HOLE & WINGS IN KERB	180°35'	3.38 & 11.585	
4	RM DRILL HOLE & WINGS IN KERB	213°02'25"	3.38 & 11.62	
5	RM DRILL HOLE & WINGS IN KERB	282°31'20"	3.386 & 11.61	
6	RM DRILL HOLE & WINGS IN KERB	292°31'20"	3.385 & 11.595	
7	RM DRILL HOLE & WINGS IN KERB	297°31'35"	3.385 & 20.235	
8	RM DRILL HOLE & WINGS IN KERB	167°44'20"	3.37 & 11.585	
9	RM DRILL HOLE & WINGS IN KERB	167°44'20"	3.375 & 11.52	
10	RM DRILL HOLE & WINGS IN KERB	180°35'	3.353 & 11.51	
11	RM DRILL HOLE & WINGS IN KERB	183°09'25"	3.42 & 20.485	

DIAGRAM 2



SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	POINTS	No.	BEARING	DISTANCE	ARC	POINTS
7	280°35'	5.105	11.885	82.5	35	88°24'00"	21.44	21.65	82.5
8	284°42'50"	18.885	18.825	82.5	36	85°40'40"	12.685	12.385	12
9	295°25'00"	15.515	15.515	82.5	37	146°23'10"	7.735	7.88	12
10	302°30'50"	19.595	20.07	82.5	38	188°37'40"	2	40.55	12
11	294°31'20"	28.26	28.47	82.5	39	201°46'10"	5.625	5.68	12
12	273°55'20"	4.83	4.83	82.5	40	190°15'30"	10.17	10.5	12
13	259°47'20"	10.81	10.81	82.5	41	119°43'50"	7.715	7.72	12
14	269°29'40"	17.985	18	82.5	42	122°08'30"	2.585	2.585	82.5
15	271°30'10"	4.075	4.075	82.5	43	202°33'20"	1.875	1.875	40.55
16	279°10'00"	11.355	11.825	82.5	44	196°46'00"	8.135	8.15	40.55
17	287°29'50"	10.39	10.75	12	45	107°03'00"	15.205	15.235	82.5
18	287°29'50"	1.19	1.19	12	46	205°31'00"	1.84	1.84	82.5
19	284°35'00"	16.27	16.27	12	47	113°31'00"	3.92	7.65	12
20	324°34'00"	15.05	15.05	12	48	357°09'40"	7.06	7.47	12
21	65°59'30"	1.505	1.505	12	49	357°09'40"	7.35	11.425	12
22	14°10'20"	1.525	1.525	12	50	335°50'00"	10.65	10.65	12
23	21°24'50"	1.525	1.525	12	51	88°31'50"	10.3	10.3	12
24	28°50'00"	1.58	1.58	12	52	124°30'20"	4.385	4.42	12
25	172°59'50"	2.39	4.955	12	53	144°36'40"	3.98	4	12
26	142°28'30"	4.92	4.02	12	54	175°27'10"	7.35	8.08	12
27	85°52'20"	5.22	5.28	12	55	207°49'20"	7.35	7.47	12
28	86°01'30"	18.32	18.375	12	56	209°49'20"	6.795	6.88	12
29	92°47'10"	8.54	8.54	12	57	353°55'10"	9.225	9.225	12
30	81°21'50"	16.095	16.12	12	58				
31	83°29'10"	10.45	10.45	12	59				
32	353°55'10"	10.81	11.4	12	60				
33	359°20'00"	10.98		12					
34	22°33'20"	67		12					

- (*) LAND EXCLUDES WINGS & IS SUBJECT TO SECTION 4
- (1) EASEMENT TO DRAIN WATER 1.5 WIDE
- (2) EASEMENT TO DRAIN WATER 1.5 WIDE AND VARIABLE
- (3) EASEMENT TO DRAIN WATER 2.5 WIDE
- (4) EASEMENT TO DRAIN WATER 3.29 WIDE
- (5) EASEMENT TO DRAIN WATER 3 WIDE
- (6) RIGHT OF CARRIAGEWAY VARIABLE WIDTH
- (7) RIGHT OF CARRIAGEWAY 4 WIDE
- (8) RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES AND DRAINAGE 7 WIDE
- (9) RESERVATIONS & CONDITIONS IN CROWN GRANTS

DP1008935

Registered 8-12-1999

This is sheet 2 of 2 sheets dated 15th April 1999

Surveyor registered under Singapore Act 1929

This is sheet 2 of 2 sheets of 10 250 sheets covered by my Certificate No. 10 250 of 24-11-1999

Drawn/Checked/Reviewed/Plotted

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

- (CONTINUED FROM SHEET 1)
- 9. RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES AND DRAINAGE 7 WIDE
- 10. RESTRICTION ON USE OF LAND (1)
- 11. RESTRICTION ON USE OF LAND (2)
- 12. RESTRICTION ON USE OF LAND (3)
- 13. RESTRICTION ON USE OF LAND (4)

AS SET OUT IN THE ACCOMPANYING INSTRUMENT SIGNED BY THE GEORGE TOWN COUNCIL PRESIDENT

Reduction Ratio: 1: 800

SURVEYOR'S REFERENCE: 95296 DSK 533

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

Lengths are in metres

(Sheet 1 of 11 Sheets)

Plan of Subdivision of Lot 39 D.P. 863357
covered by Council Clerk's Certificate
No ~~10250~~ of 26. 11.99.

DP1008935

Part 1

Full name and address
of proprietor of the land

Arthur Barry Nesbitt and Janet Heather Scott
Locked Mail Bag 2000
CROWS NEST NSW 2065

- | | | |
|----|---|-----------------------------------|
| 1. | <u>Identity of restriction
firstly referred to in
abovementioned plan</u> | Easement to Drain Water
1 Wide |
|----|---|-----------------------------------|

Schedule of lots affected

Lots burdened

74
75
76
77
78
106
107
112
113
116

Lots benefited

73
73 & 74
73, 74 & 75
73, 74, 75 & 76
73, 74, 75, 76 & 77
107, 111, 112 & 113
111, 112 & 113
111
111 & 112
117

- | | | |
|----|---|-------------------------------------|
| 2. | <u>Identity of easement
secondly referred to in
abovementioned plan</u> | Easement to Drain Water
1.5 Wide |
|----|---|-------------------------------------|

Schedule of lots affected

Lots burdened

99
100

115
116

Lots benefited

94, 95, 96, 97 & 98
94, 95, 96, 97, 98 & 99

116, 117 & 123
117 & 123

- | | | |
|----|--|--|
| 3. | <u>Identity of easement
thirdly referred to in
abovementioned plan</u> | Easement to Drain Water
1.5 Wide & Variable |
|----|--|--|

Schedule of lots affected

Lots burdened

98

Lots benefited

94, 95 96 & 97

WARRINGAH COUNCIL

Albert Barbour
.....
Authorised Person

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

Lengths are in metres

(Sheet 2 of 11 Sheets)

Plan of Subdivision of Lot 39 D.P. 863357 covered by Council Clerk's Certificate No10250 of 26.11.99.

DP1008935

Part 1

- 4. Identity of easement fourthly referred to in abovementioned plan. Easement to Drain Water 2.5 Wide

Schedule of lots and authority affected

<u>Lots burdened</u>	<u>Authority benefited</u>
101	
102	
103	
104	
105	
115	
123	Warringah Council

- 5. Identity of easement fifthly referred to in abovementioned plan Easement to Drain Water 3 Wide

Schedule of lots and authority affected

<u>Lots burdened</u>	<u>Authority benefited</u>
106	
114	
123	Warringah Council

- 6. Identity of easement sixthly referred to in abovementioned plan Easement to Drain Water 3.29 Wide

Schedule of lots and authority affected

<u>Lots burdened</u>	<u>Authority benefited</u>
100	Warringah Council

WARRINGAH COUNCIL

Mark Barrett
.....
Authorised Person

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

Lengths are in metres

(Sheet 3 of 11 Sheets)

Plan of Subdivision of Lot 39 D.P. 863357
covered by Council Clerk's Certificate
No 10250 of 26.11.99.

DP1008935

Part 1

7. Identity of easement
seventhly referred to in
abovementioned plan.

Right of Carriageway
4 Wide

Schedule of lots affected

Lots burdened

74
75
116

Lots benefited

75
74
117

8. Identity of easement
eighthly referred to in
abovementioned plan

Right of Carriageway
Variable Width

Schedule of lots affected

Lots burdened

89

Lots benefited

88

9. Identity of easement
ninthly referred to in
abovementioned plan

Right of Carriageway and
Easement for Services and
Drainage 7 wide

Schedule of lots affected

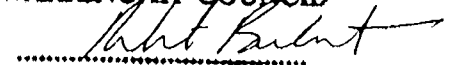
Lots burdened

94
95
96
97
98
99

Lots benefited

95, 96, 97, 98, 99
94, 96, 97, 98, 99
94, 95, 97, 98, 99
94, 95, 96, 98, 99
94, 95, 96, 97, 99
94, 95, 96, 97, 98

WARRINGAH COUNCIL



.....
Authorized Person

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

Lengths are in metres

(Sheet 4 of 11 Sheets)

Plan of Subdivision of Lot 39 D.P. 863357
covered by Council Clerk's Certificate
No 10250 of 26.11.99.

DP1008935

Part 1

- | | | |
|-----|---|------------------------------------|
| 10. | <u>Identity of restriction
tenthly referred to in
abovementioned plan</u> | Restriction on the use of Land (1) |
|-----|---|------------------------------------|

Schedule of lots affected

Lots burdened

74 & 75
88 & 89
94,95,96,97
98 & 99

Authority benefited

Warringah Council

- | | | |
|-----|--|------------------------------------|
| 11. | <u>Identity of restriction
eleventhly referred to in
abovementioned plan</u> | Restriction on the use of Land (2) |
|-----|--|------------------------------------|

Schedule of lots affected

Lots burdened

73 to 122 inclusive

Lots benefited

73 to 122 inclusive

- | | | |
|-----|---|------------------------------------|
| 12. | <u>Identity of restriction
twelfthly referred to in
abovementioned plan</u> | Restriction on the use of Land (3) |
|-----|---|------------------------------------|

Schedule of lots affected

Lots burdened

81,83,84,85,86,87
88,89,90,91,95,96
97,98,100,107,108
109,114,115,116,117
118,119,120,121 & 122

Lots benefited

81,83,84,85,86,87
88,89,90,91,95,96
97,98,100,107,108
109,114,115,116,117
118,119,120,121 & 122

WARRINGAH COUNCIL


.....
Authorized Person

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

Lengths are in metres

(Sheet 5 of 11 Sheets)

Plan of Subdivision of Lot 39 D.P. 863357 covered by Council Clerk's Certificate No 10250 of 26.11.99.

DP1008935

13. Identity of restriction thirteenthly referred to in abovementioned plan

Restriction on the use of Land (4)

Schedule of lots affected

Lots burdened
82,92,93,94,99,101
102,103,104,105,106,
110,111,112 & 113


Lots benefited
82,92,93,94,99,101
102,103,104,105,106
110,111,112 & 113

Part 2

Terms of Right of Carriageway and Easement for Services and Drainage ninthly referred to in abovementioned plan.

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the lot benefited or any part thereof with which the right shall be capable of enjoyment (herein referred to as the "Proprietor") and every person authorised, to go, pass and repass at all times and for all purposes with or without animals or both to and from the said lot benefited or any such part thereof TOGETHER WITH full and free right for the Proprietor and every person or persons authorised, and service authorities and every person or persons authorised by those authorities to lay, place, maintain, erect, or construct pipes, installations, conduits, cables or lines above, over, under or upon the land for purposes of gas, electricity, telephone, telecommunications and water services to enter upon the land with any necessary tools, implements, or machinery and to remain there for any reasonable time for the purposes of laying, inspecting, cleansing, repairing or renewing such pipes, installations, conduits, cables or lines or any part of them and for any of the aforesaid purposes to open the soil to such extent as may be necessary provided that all reasonable precautions are taken to ensure as little disturbance to the soil as possible and the surface be restored as soon as practicable to its original condition.

WARRINGAH COUNCIL



Authorised Person

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

Lengths are in metres

(Sheet 6 of 11 Sheets)

Plan of Subdivision of Lot 39 D.P. 863357
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No 10250 of 26.11.99.

DP1008935

Part 2

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

This Easement shall not be released, varied or modified without the prior consent in writing of Sydney Water Corporation.

Terms of Restriction on the Use of Land (1) tenthly referred to in abovementioned plan

- A. No dividing fences shall be erected on or adjacent to the common boundaries of adjoining access corridors.
- B. No dividing fence shall be erected on the southern boundary of lot 94 adjacent to the access corridor of lot 95 and no dividing fence shall be erected on the northern boundary of lot 99 adjacent to the access corridor of lot 98.

Where the provisions of paragraph B of the Terms of Restriction on the Use of Land tenthly referred to herein conflict with the provisions of paragraph B of the Terms of Restriction on the Use of Land eleventhly referred to herein then the provisions of paragraph B of the Terms of Restriction on the Use of Land tenthly referred to herein will apply.

These restrictions shall not be released, varied or modified without the prior consent in writing of Warringah Council

WARRINGAH COUNCIL

Robert Barlow
.....
Authorised Person

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

(Sheet 7 of 11 Sheets)

DP1008935

Plan of Subdivision of Lot 39 D.P. 863357
covered by Council Clerk's Certificate
No 10250 of 26.11.99.

**Terms of Restriction on the Use of Land (2) eleventhly referred to in abovementioned
plan**

A External Walls and Building Plans

- (1) No building shall be erected or permitted to remain on the lot burdened unless the external walls thereof are constructed of brick, stone, glass, timber, concrete, aluminium, hardboard sheeting or any combination thereof provided that the part or parts of the external walls constructed of timber, concrete, aluminium sheeting, hardboard sheeting or any combination thereof do not exceed twenty-five per centum (25%) of the total area of the external walls.
- (2) No building shall be erected on the lot burdened unless the design thereof and the materials to be used in the external facades thereof shall have been first approved in writing by the Developer as having architectural merit nor shall any building be permitted to remain on the lot burdened unless the said approval shall have been given by the Developer prior to the commencement of construction thereof.
- (3) The Developer shall not make any charge for consideration and approval of plans.
- (4) Any approval granted by the Developer shall not constitute an agreement or representation as to adequacy, suitability or fitness of any plans and specifications or to the siting of the building or that the relevant State or Local Government or other

competent authority will grant its approval.

B Fences

No fence shall be erected or permitted to remain on the lot burdened unless the same is constructed of brick, masonry, lapped and capped stained timber, lapped and capped pine impregnated with copper chrome arsenate (commonly known as "treated pine"), brushwood, or such other material as may be approved by the Developer. Chain wire fencing and colour bonded metal fencing shall not be permitted with the exception of the existing rear boundary fences of lots 100 to 106 inclusive which cannot be removed varied or altered without the written approval of Warringah Council.

No front boundary fence shall be constructed or permitted to remain constructed on the front boundary alignment of the lot burdened. No side fences shall be constructed or permitted to remain constructed on the lot burdened between the front alignment and the building line unless such fence does not exceed one (1) metre in height and the material used for such fence has first been approved in writing by the Developer. "Side

WARRINGAH COUNCIL

.....
Authorised Person

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

(Sheet 8 of 11 Sheets)

DP1008935

Plan of Subdivision of Lot 39 D.P. 863357
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Fences", shall mean fences from the street boundary to the front building alignment. Along access corridors of battleaxe allotments side fences shall not exceed one metre height from road frontage to neighbouring front building alignments and from that point may exceed one metre height to rear boundary line. Plans and specifications for fencing for corner lots must be approved by the Developer prior to construction thereof.

Where the provisions of paragraph B of the Terms of Restriction on the Use of Land eleventhly referred to herein conflict with the provisions of paragraph B of the Terms of Restriction on the Use of Land tenthly referred to herein then the provisions of paragraph B of the Terms of Restriction on the Use of Land tenthly referred to herein will apply.


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

C Trailers and Caravans

No plant, machinery and/or other equipment, including but without limiting the generality thereof any caravan, box trailer, boat trailer, car trailer, motor vehicle or any part thereof (any item of such plant, machinery and/or other equipment and any item deemed to be included as such plant, machinery and/or other equipment being hereinafter in this restriction referred to as a "Prohibited Item") shall be permitted to remain on any part of the prohibited area of the lot burdened for a period exceeding thirty (30) consecutive days without being moved from the lot burdened. Any Prohibited Item that is removed from the lot burdened for a period of less than seven (7) consecutive days shall be deemed to have remained on the lot burdened for the period during which it was removed. Notwithstanding anything contained or implied in this restriction any motor car, motor station wagon and/or utility that is properly registered for use on a public road shall not be deemed to be a "Prohibited Item". For the purposes of this restriction the "Prohibited Area" of the lot burdened shall mean:

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

WARRINGAH COUNCIL


.....
Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
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Lengths are in metres

(Sheet 9 of 11 Sheets)

Plan of Subdivision of Lot 39 D.P. 863357
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DP1008935

D Landscaping

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

E Television Antennae, Solar Panels, etc

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

F Building

The Owner shall:

- (a) Substantially commence building construction of the dwelling on the lot burdened within twenty four (24) months of the date of acquisition.
- (b) Proceed with all due diligence to complete the dwelling within twelve (12) months from the commencement of construction, and shall not in any case allow a period of more than three (3) months to elapse without substantial work being carried out.

G No signage shall be erected on any lot unless with the prior written approval of the Developer.

WARRINGAH COUNCIL

[Signature]
.....
Authorised Person

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

Lengths are in metres

(Sheet 10 of 11 Sheets)

Plan of Subdivision of Lot 39 D.P. 863357
covered by Council Clerk's Certificate
No 10250 of 26.11.99.

DP1008935

- H Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.
- I These restrictions as to use shall be effective for a period of five (5) years from the date of registration of the Deposited Plan in relation to the lot and after the expiration of the said five (5) year period shall cease to be effective.
- J No driveway may be constructed or permitted to remain on any lot burdened unless it is constructed of pavers or other materials but not grey concrete.

Terms of Restriction on the Use of Land (3) twelfthly referred to in abovementioned plan

No single dwelling shall be erected or be permitted to remain erected on the lot burdened, having a total habitable floor area of less than 300 square metres exclusive of car accommodation, external landings and patios.

Terms of Restriction on the Use of Land (4) thirteenthly referred to in abovementioned plan

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

In these Restrictions on the Use of Land, "the Developer" shall mean Colonial Credits Pty Limited ACN 000 092 455 and the party having the authority to release, vary or modify the Restrictions as to Use eleventhly, twelfthly and thirteenthly referred to is Colonial Credits Pty Limited ACN 000 092 455 or any person authorised by that company from time to time for that purpose.

WARRINGAH COUNCIL


.....
Authorised Person

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

Lengths are in metres

(Sheet 11 of 11 Sheets)

Plan of Subdivision of Lot 39 D.P. 863357 covered by Council Clerk's Certificate No 10250 of 26.11.99.

DP1008935

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

M. Plysen

Signature of witness

MADELINE R GREEN

Name of witness - please print

6/18 BALUC ST PARLIAMT.

Address of witness

A. B. Nesbitt

Registered Proprietor

J. H. Scott

Registered Proprietor

WARRINGAH COUNCIL

Alit. Robert
.....
Authorised Person

REGISTERED  8.12.1999

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

Date Printed: 25 November 2016

Certificate Number: ePLC2016/4000

Cara Marasco & Company Solicitors

Applicant Reference: LM:11941:Wilcox

Po Box 337

Receipt Number: 12973

DEE WHY NSW 2099

Property Address: 17 Peppercorn Drive FRENCHS FOREST NSW 2086

Legal Description: Lot 87 DP 1008935

Property ID: 151830

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) Draft Coastal Management State Environmental Planning Policy (2016)

Nil

c) The following planning proposals may affect the land:

Date of Council Resolution	Outline of Planning Proposal	Land to which Planning Proposal applies
22 March 2016	<p>Minor amendments to the Warringah Local Environmental Plan 2011 and Warringah Local Environmental Plan 2000 to correct anomalies and bring up to date with current state legislation and previous Council Resolutions.</p> <p>Minor amendments include: rezoning certain land to reflect current landuses; amendment to the Heritage Map; amendment to the cadastre on various maps; changes to the exempt development requirements for signage and changes to requirements for the temporary use of land.</p> <p>For more information contact Northern Beaches Council, Strategic Planning on 99422111</p>	<p>Various properties not limited to</p> <ul style="list-style-type: none"> • Cromer High School • Lindrum Reserve • Driveway Adjoining Pitt Road Neighbourhood Centre, North Curl Curl • Dee Why Post Office and Adjacent Pathway • No.53 Aubreen Street, Collaroy

25 March 2014	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 30880).
27 October 2015		

- 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

No

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

Bushfire Prone Land

- 7A. *Flood related development controls information*

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

No

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

No

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

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

No

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

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?

No

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

No

For what period is the certificate current?

Not Applicable

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

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

No

For what period is the certificate current?

Not Applicable

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

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

No

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
23 August 2016	Amends WLEP 2011 to: <ul style="list-style-type: none"> • Rezone part of the properties from E2 Environmental Conservation to B7 Business Park 	8, 10 and 12 Narabang Way, Belrose Lots 907, 906 and 905 in DP 867091
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
24 February 2015	Amends WLEP 2000 and WLEP 2011 to: <ul style="list-style-type: none"> • Transfer the planning controls for land within the B2 Oxford Falls Valley and C8 Belrose North localities of WLEP 2000 into the best fit zones and land use controls under WLEP 2011 • Rezone the majority of the subject land to E3 Environmental Management under WLEP 2011 • Rezone smaller parcels of land to E4 Environmental Living, RU4 Primary Production Small Lots, SP2 Infrastructure, SP1 Special Activities, R5 Large Lot Residential and R2 Low Density Residential under WLEP 2011 • Include various parcels of land as having additional permitted uses under Schedule 1 of WLEP 2011 For more information contact Northern Beaches Council, Strategic Planning on 9942 2111	Land within the B2 Oxford Falls Valley and C8 Belrose North localities of WLEP 2000 and land zoned E4 Environmental Living under WLEP 2011 at Cottage Point (Boundaries identified within the Planning Proposal)

25 November 2014	Amends WLEP 2000 and WLEP 2011 to: <ul style="list-style-type: none"> • Rezone land on Ralston Avenue Belrose from Locality C8 – Belrose North to part R2 Low Density Residential, part RE1 Public Recreation and part E3 Environmental Conservation. • Introduce subdivision lot size and height of building controls to land proposed to be zoned R2 Low Density Residential. Amend the Land Application and Landslip Risk maps.	Ralston Avenue, Belrose Lot 1 DP 1139826
23 September 2014	Amends WLEP 2011 to: <ul style="list-style-type: none"> • Increase maximum permissible building heights • Introduce floor space ratio controls • Provide development standards in relation to car parking, building setbacks and building proportion • Identify additional "Key Sites" • Implement a delivery mechanism for key infrastructure and public domain improvements 	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 26th August 1997. Assessment of Development applications will be made by reference to the Collaroy/Narrabeen Coastline Management Plan- Development Guidelines for Collaroy/Narrabeen Beach.

No

2. *Threatened Species.*

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

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



Mark Ferguson
INTERIM GENERAL MANAGER
NORTHERN BEACHES COUNCIL

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

SUBURB OF FRENCHS FOREST

Copy of Diagram no. 3079145

SYMBOLS AND ABBREVIATIONS

INDICATES - DRAINAGE FITTINGS

- Manhole
- Chamber
- ⊕ Lampole
- ⊗ Boundary Trap
- ⊘ Inspection Shaft
- Pit
- ⊘ Grease Interceptor
- ⊘ Gully
- ⊠ P Trap
- ⊠ Reflux Valve
- ⊠ Cleaning Eye
- Vert Vertical Pipe
- IP Induct Pipe
- MF Micro Filter
- Jn Junction
- RP Rodding Point



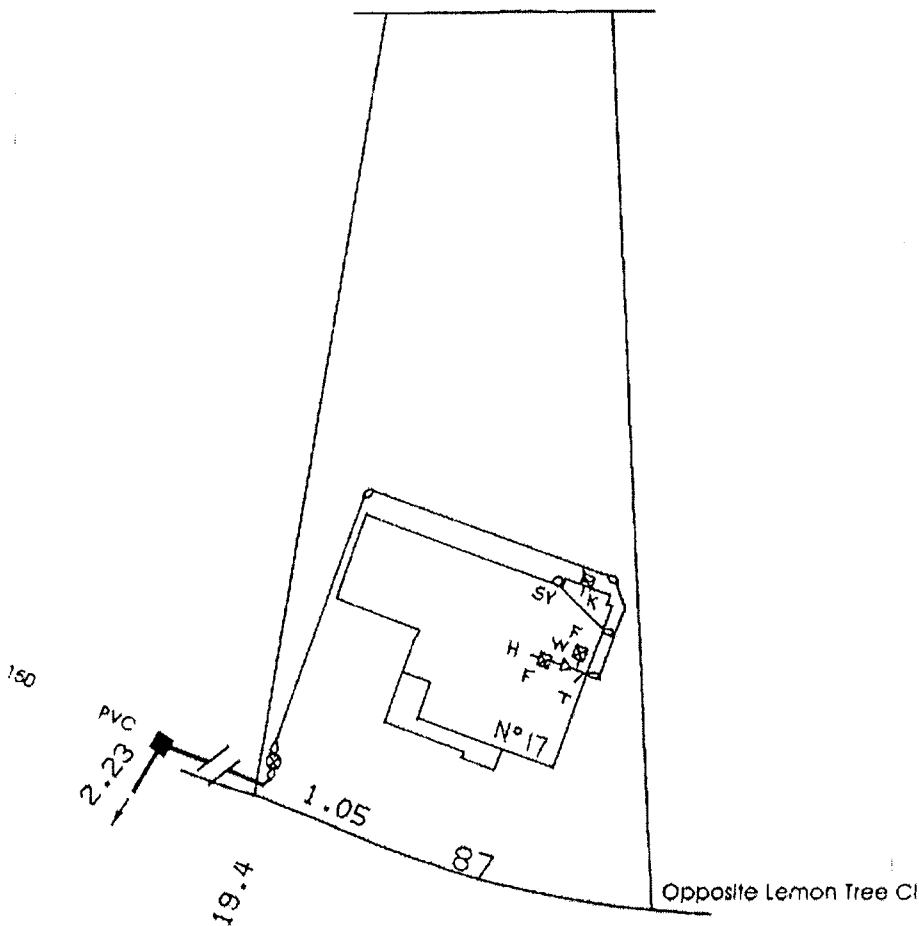
INDICATES - PLUMBING FIXTURES & OR FITTINGS

- ⊘ Clean out
- V Vent Pipe
- T Traps
- K Kitchen Sink
- W Water Closet
- B Bath Waste
- H Handbasin
- SVP Soil Vent Pipe
- ⊘ Bid Bidet
- S Shower
- DW Dishwasher
- F Floor Waste
- M Washing Machine
- BS Bcr Sink
- LS Lab Sink
- WS Waste Stack

SEWER AVAILABLE

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

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



PEPPERCORN DR

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

WS	DRAINAGE Inspected by	Date of Issue	PLUMBING Inspected
	Inspector		Inspector
U.S	Cert. Of Compliance No.	Outfall	
Sewer Ref. Sheet No	Field Diagram Examined by	Drainer	Cert. Of Compliance No.
	Tracing Checked by	Plumber	
		Boundary Trap	NOT REQUIRED For Regional Manager

Connection Date: . . .

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



NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C – Swimming Pools Act 1992

Certificate No: fe0062a2
Property Address: 17 PEPPERCORN DRIVE FRENCHS FOREST
Date of Registration: 26 July 2013
Type: An outdoor pool that is not portable or inflatable

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.

FITZGERALD BUILDING CERTIFIERS PTY. LTD.

ABN: 63 119 997 590

3/2A Pioneer Ave Thornleigh NSW 2120

ph: 9980 2155 fax: 9980 2166 E-mail: admin@fitzcert.com.au

FINAL OCCUPATION CERTIFICATE

Occupation Certificate Number : OC 2008/1136 Approval Date: 05.11.08

Issued in accordance with the provisions of the Environmental & Assessment Act 1979 under Sections 109C(1)(b) and 109F

Construction Certificate Number : CC 2008/010 Approval Date: 18.01.08

Council : Warringah

DEVELOPMENT CONSENT NO: 2007/1008 APPROVAL DATE: 03.01.08

Name of Certifying Authority: Fitzgerald Building Certifiers Pty. Ltd.

Name of Accredited Certifier: Paul Fitzgerald - No. BPB0119

Accreditation Body: DIPNR, 20 Lee Street, Sydney 2000.

Applicant: Jo & Spencer Wilcox
Address: 17 Peppercorn Dr, Frenchs Forest NSW 2086
Contact Number: 9251 2626

Owner: As Applicant
Address: As Applicant

Subject Land: Lot 87 DP 1008935 No 17 Peppercorn Dr, Frenchs Forest

Description of Development - Construction of an in-ground swimming pool

Building Code of Australia - Classification: 10b Value Of Work : \$ 64,715.00

The building is suitable for occupation.

Attachments: Nil

Record of Inspections:

- | | |
|---|--------------|
| 1) Commencement of Building Work | Satisfactory |
| 2) Piers prior to pour | Not Required |
| 3) Footings prior to pouring of reinforced concrete | Not Required |
| 4) Timber frame prior to lining | Not Required |
| 5) Waterproofing of wet areas | Not Required |
| 6) Stormwater pipes prior to backfilling | Not Required |
| 7) Pool Steel prior to pouring of reinforced concrete | Satisfactory |
| 8) Pool Fence prior to water in the pool | Satisfactory |
| 9) Final Inspection - issue of Occupation Certificate | Satisfactory |

CERTIFICATION

I, Paul Fitzgerald, as the certifying authority am satisfied that;

the building will not constitute a hazard to the health or safety of the occupants of the building,
a current development application is in force for the building,
a current complying development consent construction certificate has been issued for the building
in respect to the plans and specifications for the building,
the building is suitable for its use under the Building Code of Australia and,
all the pre-conditions of development consent have been satisfied.

PCA Accreditation No: BPB 0119
Accreditation Body: Building Professionals Board

SIGNATURE OF PCA: _____ DATE: 05.11.08



NSW SWIMMING POOL REGISTER

Certificate of Compliance

Section 22D – Swimming Pools Act 1992

Pool No:	fe0062a2
Property Address:	17 PEPPERCORN DRIVE FRENCHS FOREST
Expiry Date:	01 December 2019
Issuing Authority:	Sean Curtis - Accredited Certifier - bpb1796

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



Enquiry ID 2577263
Agent ID 85498644
Issue Date 07 Dec 2016
Correspondence ID 1643683277
Your reference CARAMARASCO-
WILCOX

ROSS HAZLETT
DX Box 1078
SYDNEY

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

This information is based on data held by the Office of State Revenue.

Land ID	Land address	Taxable land value
D1008935/87	17 PEPPERCORN DRVE FRENCHS FOREST 2086	EXEMPT

There is **no land tax** charged on the land up to and including the 2016 tax year.

Yours sincerely,

Stephen R Brady

Chief Commissioner of State Revenue