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Contract for the sale and purchase of land 2014 edition

TERM	MEANING OF TERM	
vendor's agent	**Skyline Real Estate** **3/14 Frenchs Forest Road** **Frenchs Forest NSW 2086**	**Phone: 02 9452 3444** **Fax: 02 9452 4555** **Ref: Stuart Bath**
co-agent		
vendor	**Fiona May Dennis and David Glenn Ralphs** **Unit 6 31 Musgrave Street** **MOSMAN New South Wales 2088**	
vendor's solicitor	**Lawlab Pty Limited** **Level 6, 3 Spring Street** **Sydney New South Wales 2000**	**Phone: 1800 529 522** **Fax: 1300 529 522** **Ref: RLM/TNS/16224**
date for completion	**42nd day after the contract date (clause 15)**	
land (address, plan details and title reference)	**8 Bimbadeen Crescent Frenchs Forest New South Wales 2086** **Registered Plan: Lot 45 in Deposited Plan 218592** **Folio Identifier 45/218592**	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE ☐ garage ☒ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☒ other: **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	☒blinds	☒dishwasher	☒light fittings	☒stove
	☒built-in wardrobes	☒fixed floor coverings	☒range hood	☒pool equipment
	☒clothes line	☒insect screens	☐ solar panels	☒TV antenna
	☒curtains	☒ other: **Hot Water System, Reverse Cycle AC, Smoke Detectors**		
exclusions	Nil			
purchaser				
purchaser's solicitor			**Phone:** **Fax:** **Ref:**	
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**

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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
- ☒ 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 certificate of compliance (Swimming Pools Act 1992)
- ☒17 evidence of registration (Swimming Pools Act 1992)
- ☐ 18 relevant occupation certificate (Swimming Pools Act 1992)
- ☐ 19 lease (with every relevant memorandum or variation)
- ☐ 20 other document relevant to tenancies
- ☐ 21 old system document
- ☐ 22 Crown purchase statement of account
- ☐ 23 Building Management Statement
- ☐ 24 form of requisitions

Strata or community title (clause 23 of the contract)

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

- ☐ 48 Other:

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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 contact is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.**

4. **A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.**

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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

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
Local Land Services	Telecommunications authority
Land & Housing Corporation	Transport for NSW
Mine Subsidence Board	Water, sewerage or drainage authority
NSW Department of Education and Communities	NSW Department of Trade and Investment
Regional Infrastructure and Services	

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.

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.

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

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

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
deposit-bond	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
document of title	document relevant to the title or the passing of title;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – • issued by a *bank* and drawn on itself; or • if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
terminate	terminate this contract for breach;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road.

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit 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.

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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

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7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

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

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

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

9 Purchaser's default

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

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

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

9.2.1 for 12 months after the *termination*; or

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

9.3 sue the purchaser either –

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

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

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

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

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

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

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

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

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

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

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

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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

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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.

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

- **Purchaser**

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

- **Place for completion**

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

17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
17.2 The vendor does not have to give vacant possession if –
17.2.1 this contract says that the sale is subject to existing tenancies; and
17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
18.2 The purchaser must not before completion –
18.2.1 let or part with possession of any of the *property*;
18.2.2 make any change or structural alteration or addition to the *property;* or
18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
18.3 The purchaser must until completion –
18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate 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.

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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 and 30 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*.

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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.

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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 earnt 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.

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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.

28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.

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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*;

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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 and 16.13 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

8 Binbaguen Crescent FRENCHS FOREST NSW 2086

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION 75876

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 –

adjustment figures	details of the adjustments to be made to the price under clause 14;
certificate of title	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;
completion time	the time of day on the date for completion when the *electronic transaction* is to be settled;
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties*' *Conveyancing Transaction*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules;*
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
mortgagee details	the details which a *party* to the *electronic transaction* must provide about any *discharging mortgagee* of the *property* as at completion;
participation rules	the participation rules as determined by the *ENCL;*
populate	to complete data fields in the *Electronic Workspace*; and
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry.*

8 Bimbadeen Crescent FRENCHS FOREST NSW 2086

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION 75876

ADDITIONAL CLAUSES ATTACHING TO AND FORMING PART OF CONTRACT FOR SALE OF LAND (2014 EDITION)

BETWEEN: **FIONA MAY DENNIS & DAVID GLEN RALPHS** (vendor)

AND: (purchaser)

PROPERTY: **8 Bimbadeen Crescent Frenchs Forest New South Wales 2086**

30. ACKNOWLEDGMENTS BY PURCHASER

30.1. The purchaser shall buy the property with full notice of its condition, the property having been open for inspection to the purchaser.

30.2. The vendor gives no warranty as to the condition, extent or size of the land sold or nature of the state of repair of any improvements or inclusions.

30.3. No warranty shall be deemed or implied from any map, plan, advertisement or representation made or furnished by the vendor, the vendor's agent, or any other person.

30.4. The purchaser shall not be entitled to make any requisition or claim compensation in respect of any matters related to the property, including the existence of any defects whether latent or otherwise.

31. DEATH OR INCAPACITY

31.1. In addition to any right or remedy otherwise available to a party, if the other party, prior to completion, should die or become incapacitated within the meaning of mental health legislation or the common law, the party may at their option rescind this contract and the provisions of printed clause 19 shall apply.

32. BANKRUPTCY

32.1. In addition to any other right or remedy otherwise available to a party, they may at their option rescind this contract by serving a notice, if any of the following applies before completion:

32.1.1. the other party or any guarantor is declared bankrupt;

32.1.2. the other party or any guarantor enters into any scheme or make any assignment for the benefit of creditors;

32.1.3. the other party is a corporation that enters into any scheme or arrangement with creditors or a Liquidator, Receiver or Official Manager is appointed for such purposes.

32.2. If this additional clause applies to the purchaser or any guarantor, the purchaser shall be in default under this contract and the vendor may exercise their rights under printed clause 9.

33. AGENCY

33.1. The purchaser warrants that they have not become aware of the availability of the property by virtue of the activity of any person or entity (other than the agent, if any, named in this contract) which may be entitled to charge a commission in relation to the sale of the property.

33.2. Where the purchaser breaches the warranty contained in additional clause 33.1 the purchaser indemnifies the vendor against all claims contemplated by additional clause 33.1.

33.3. The provisions of this clause shall not merge on completion.

34. NOTICE TO COMPLETE

34.1. For the purpose of printed clause 15, a party that is entitled to serve a notice to complete may serve such notice requiring that the other party complete the contract within a period of fourteen (14) days from the date of service of the notice.

34.2. The above period of fourteen (14) days is reasonable and of the essence of the contract.

34.3. A notice to complete that is served in accordance with this special clause is valid for all purposes both at law and equity.

34.4. The party serving notice shall be at liberty at any time to withdraw such notice without prejudice to their continuing right to give any further notice.

34.5. Where a notice is issued under printed clause 15 by either party, the other party shall pay to the issuing party on completion the sum of three hundred and thirty dollars ($330.00) to cover the issuing party's legal costs and other expenses incurred as a consequence of the notice and delay. It is agreed that this sum is a genuine pre-estimate of the issuing party's additional expenses.

35. INTEREST

35.1. If the purchaser does not complete this purchase by the completion date, and in the absence of default by the vendor, the purchaser shall pay to the vendor interest at the rate of eleven (11) percent per annum calculated on daily rests on the balance of the price from and including the completion date.

35.2. Interest shall be paid by the purchaser to the vendor in addition to the balance of the price.

35.3. Provision of interest shall not in anyway affect or prejudice the rights of the vendor under this contract in respect of any default by the purchaser to effect completion.

35.4. Where the provisions of this additional clause apply, the purchaser shall pay to the vendor on completion the sum of three hundred and thirty dollars ($330.00) to cover the vendor's legal costs and other expenses incurred as a consequence of the delay. It is agreed that this sum is a genuine pre-estimate of the vendor's additional expenses.

36. ADJUSTMENTS

36.1. For the purpose of printed clause 14 the purchaser must provide settlement adjustment figures (including where applicable any amounts payable under these additional clauses as a genuine pre-estimate of the vendor's additional expenses) to the vendor no later than 14 days before completion.

36.2. In the event settlement adjustment figures are not received by the vendor's solicitor 14 days prior to the completion date the purchaser shall allow on settlement an additional sum of $110.00. It is agreed that this sum is a genuine pre-estimate of the vendor's additional expenses.

37. GUARANTEE

37.1. In consideration of the vendor agreeing to sell the property to the purchaser_____being directors of the purchaser jointly and severally agree to:

37.1.1. guarantee any and all amounts payable under the contract by the purchaser to the vendor; and

37.1.2. indemnify the vendor against all losses, costs, charges and expenses whatsoever that the vendor may incur by reason of any default by the purchaser.

37.2. This guarantee shall be continuing and shall not be released by:

37.2.1. any neglect or forbearance on behalf of the vendor in enforcing payment of any monies payable under this contract or for the performance or observance of the contract obligation or conditions herein or by time being given to the purchaser for any such payment, performance or observance; or

37.2.2. any rule of law or enquiry which, but for this clause, would have the effect of releasing the guarantors.

16.2 Service of any demand or notice on the guarantors or either of them shall be in accordance with printed clause 20.6.

16.3 Where not inconsistent with the context guarantor shall mean and include an executor, administrator or assign of that guarantor.

_____	_____
Guarantor	Witness
_____	_____
Print name of guarantor	Print name of witness
_____	_____
Guarantor	Witness
_____	_____
Print name of guarantor	Print name of witness

38. DEPOSIT BOND

38.1. This additional clause applies where a deposit bond is used to secure payment of the deposit.

38.2. In this clause the word “deposit bond” means the deposit bond issued to the vendor at the request of the purchaser by the guarantor named in the deposit bond, a copy of which is attached to this contract.

38.3. The delivery of the deposit bond no later than the time the deposit is required to be paid under this contract to the depositholder shall, to the extent of the amount guaranteed under the deposit bond, be deemed to be payment of the deposit in accordance with this contract.

38.4. On completion of this contract, the purchaser shall pay to the vendor, in addition to all other money payable under this contract, the amount stipulated in the deposit bond, by unendorsed bank cheque.

38.5. If the vendor serves on the purchaser a notice of termination, then to the extent that the amount has not already been paid by the guarantor under the deposit bond, the purchaser shall promptly pay the deposit (or so much as has not been paid) to the depositholder.

38.6. The vendor acknowledges that payment by the guarantor under the deposit bond shall, to the extent of the amount paid, satisfy the purchaser's obligation to pay the deposit.

39. DEPOSIT GUARANTEE

39.1. This clause applies where a deposit guarantee is used to secure payment of the deposit.

39.2. In this Contract, "deposit guarantee" means the bank guarantee issued to the vendor at the request of the purchaser by an Australian Bank or other Australian financial institution acceptable to the vendor (in their sole discretion), a copy of which is attached to this contract.

39.3. The delivery of the deposit guarantee no later than the time the deposit is required to be paid under this contract to the depositholder shall, to the extent of the amount guaranteed under the deposit guarantee, be deemed to be payment of the deposit in accordance with this contract.

39.4. On completion of this contract, the purchaser shall pay to the vendor, in addition to all other money payable under this contract, the amount stipulated in the deposit guarantee, by unendorsed bank cheque.

39.5. If the vendor serves on the purchaser a notice of termination, then to the extent that the amount has not already been paid by the guarantor under the deposit guarantee, the purchaser shall promptly pay the deposit (or so much as has not been paid) to the depositholder.

39.6. The vendor acknowledges that payment by the guarantor under the deposit guarantee shall, to the extent of the amount paid, satisfy the purchaser's obligation to pay the deposit.

40. RESIDENTIAL REQUISITIONS

40.1. For the purposes of printed clause 5 the purchaser shall submit requisitions in the form Law Society of New South Wales Requisitions 2011 edition – Residential.

41. INTERPRETATION

41.1. Any term defined in the contract shall have that meaning.

41.2. In the event of any inconsistency between these additional clauses and the printed clauses 1-29, these additional clauses shall take precedence.

42. SWIMMING POOL

42.1 The Vendor does not warrant that the pool on the property complies with the requirements imposed by the Swimming Pool Act 1992 and the regulations prescribed under the Act.

42.2 The Purchaser shall not make any requisition, objection or claim for compensation, delay completion of or rescind or terminate this contract because of anything contained in this clause.

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 45/218592

SEARCH DATE	TIME	EDITION NO	DATE
6/2/2015	4:47 PM	4	23/6/2014

LAND

LOT 45 IN DEPOSITED PLAN 218592
AT FRENCH'S FOREST
LOCAL GOVERNMENT AREA WARRINGAH
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP218592

FIRST SCHEDULE

FIONA MAY DENNIS
DAVID GLENN RALPHS
AS TENANTS IN COMMON IN EQUAL SHARES (AD AI677165)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 K284260 COVENANT

NOTATIONS

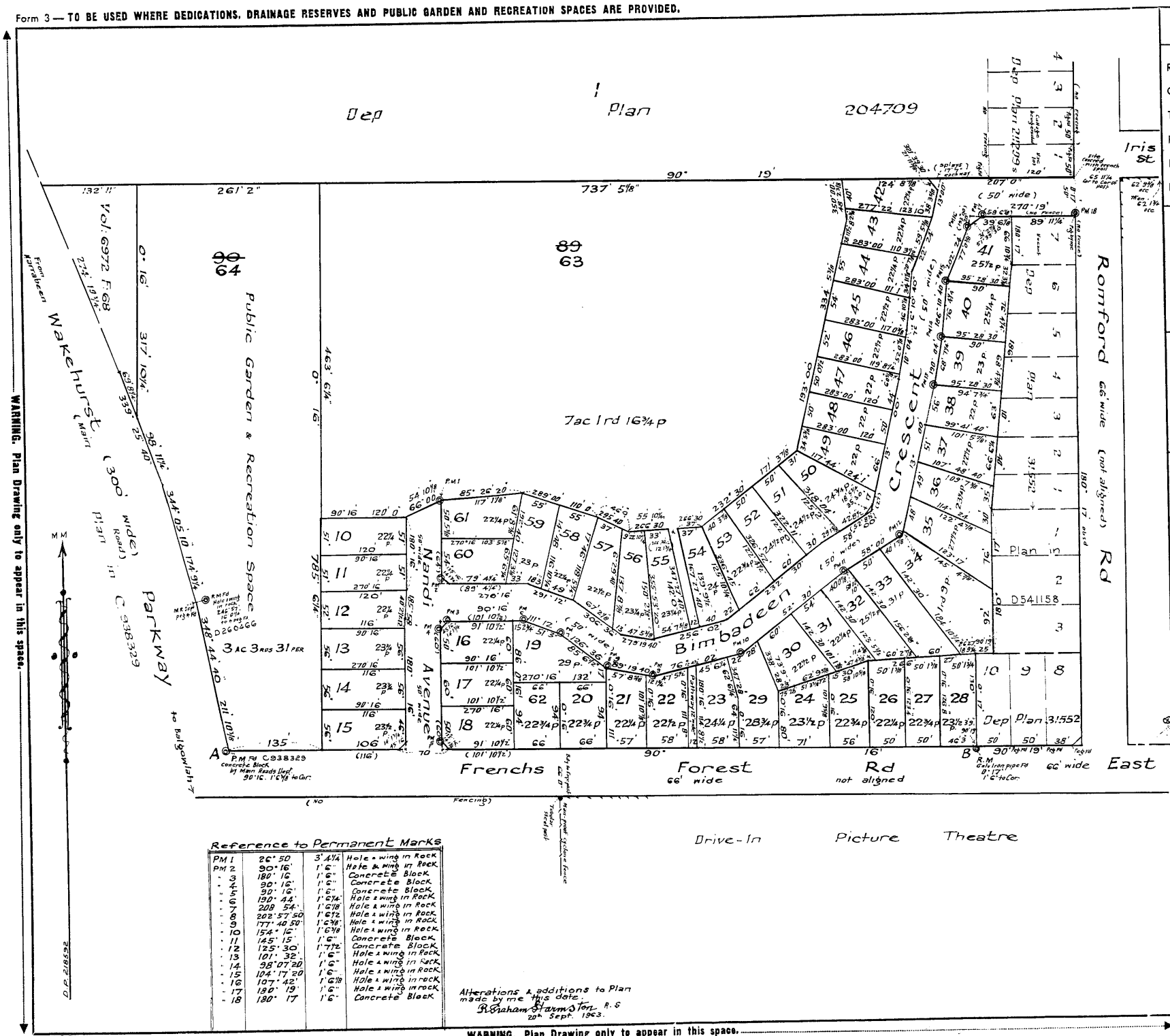
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 6/2/2015

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.
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SAI Global Property Division an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

Form 3 — TO BE USED WHERE DEDICATIONS, DRAINAGE RESERVES AND PUBLIC GARDEN AND RECREATION SPACES ARE PROVIDED.



DP218592 (E)

Registered: 25-9-63

C.A.: 5856 of 27:6:63

Title System: Torrens

Purpose: Subdivision

Ref. Map: Warringah Sh. 58#

Last Plan: D 541158

PLAN OF
subdivision of part of Portion 1136 (Ph) being part of lot 4 in D541158

Scale: 100 feet to an inch

~~Mun./~~Shire ~~City~~: Warringah

Locality: Frenchs Forest

Parish: Manly Cove

County: Cumberland

I, Ray Graham Harmston

of 37 Shirley Rd Wollstonecraft

a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate and has been made * (1) by me ~~(2) under my immediate supervision~~ in accordance with the Survey Practice Regulations, 1933, and was completed on † 20/9/63

Signature: R Graham Harmston

Surveyor registered under Surveyors Act, 1929, as amended.

Datum Line of Azimuth: A–B

Statements of Dedications, Easements.
(Signatures and Seals to appear in panel provided.)

It is intended to dedicate to the Public forever Bimbadeen Crescent, Nandi Avenue, the splayed off corners of Lots 15, 16, 18, 41, 42, 50 & 60 and the 12' wide Pathway between Lots 22 & 23

~~Lot 90 is to be dedicated as Public Garden & Recreation Space~~

Charles Hurdis

* Strike out either (1) or (2) † Insert date of survey.

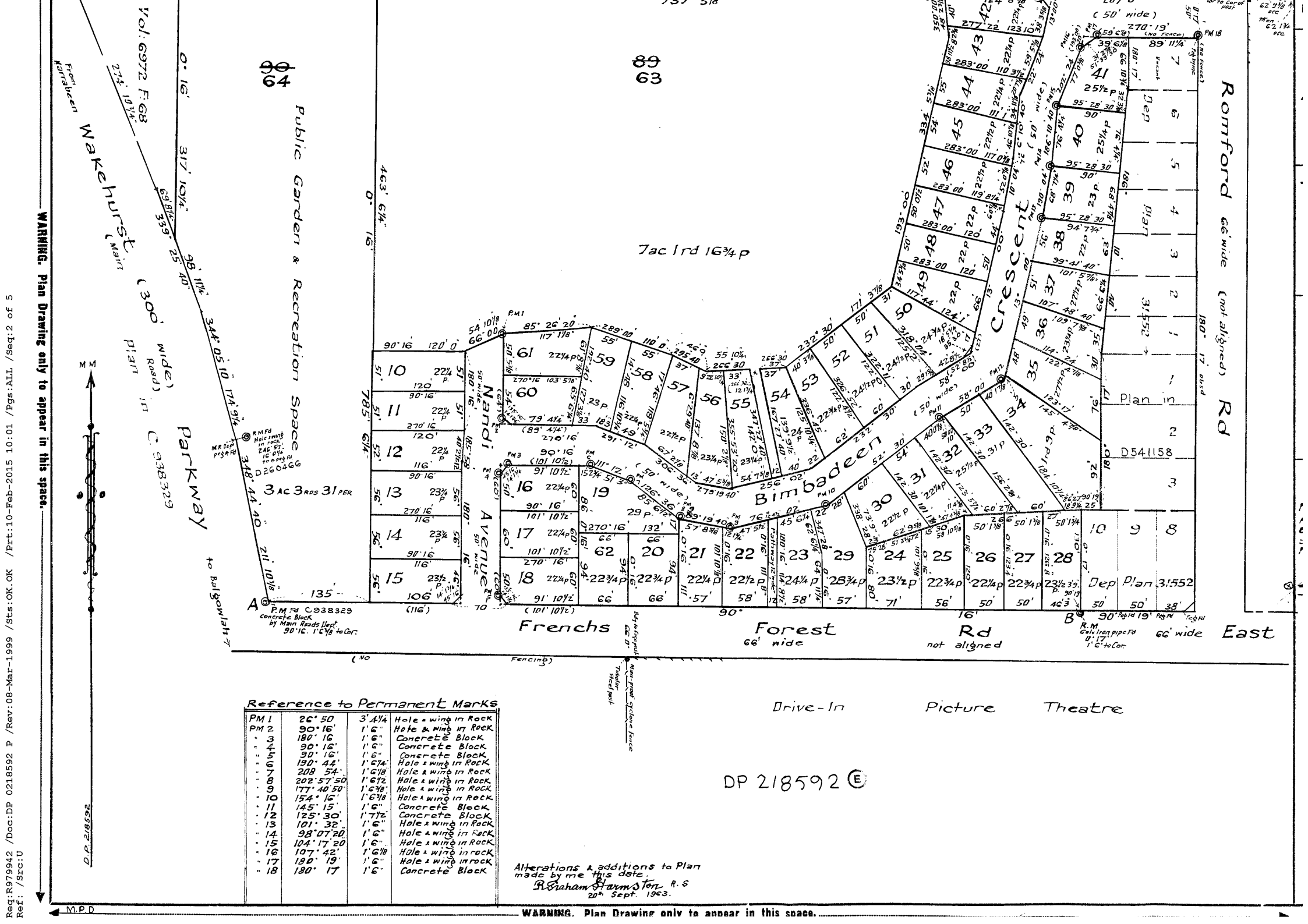
OFFICE USE ONLY.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

WARNING. Plan Drawing only to appear in this space.

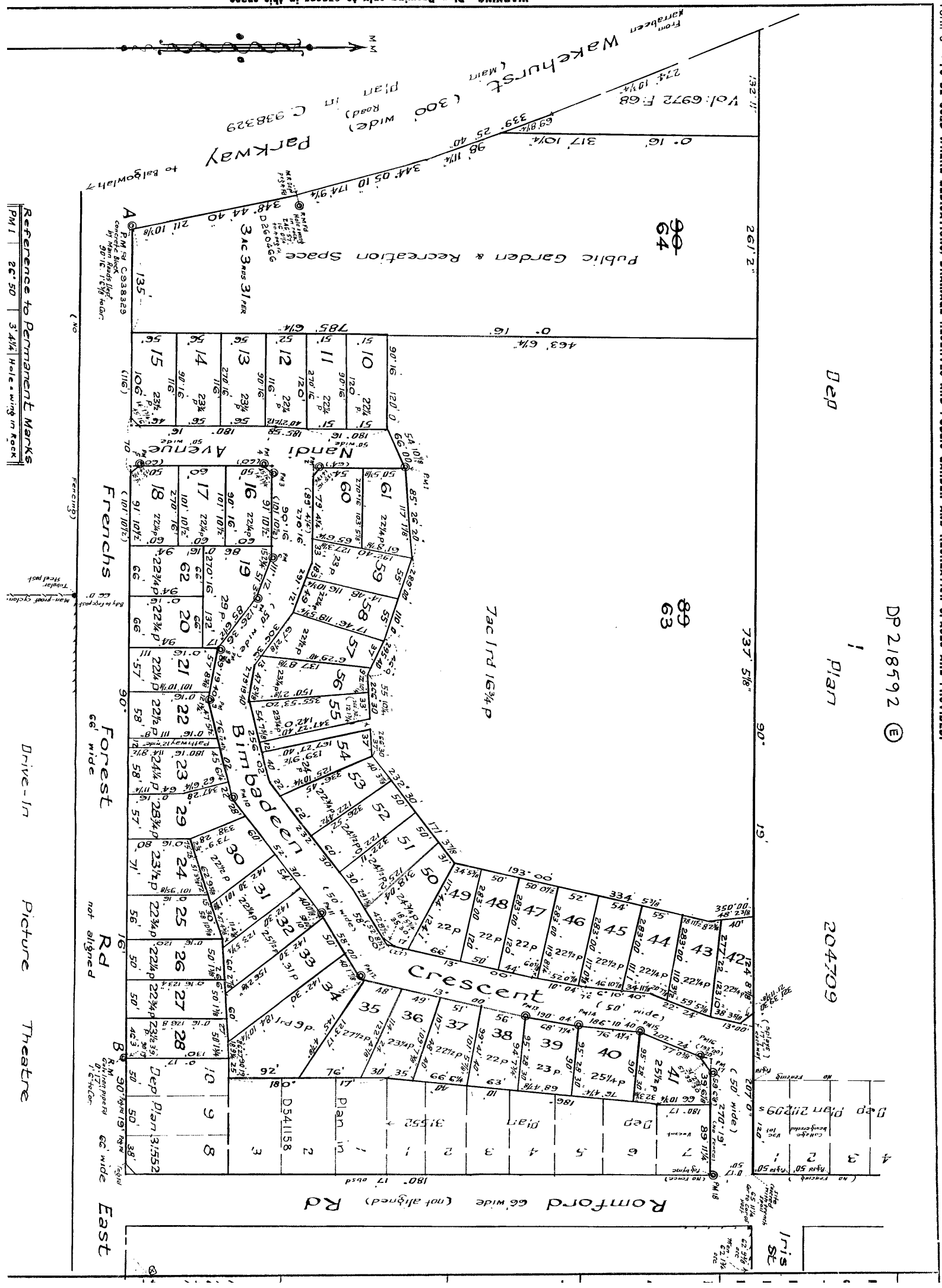
WARNING. Plan Drawing only to appear in this space.

Req:R979942 /Doc:DP 0218592 P /Rev:08-Mar-1999 /Sts:OK.OK /Prt:10-Feb-2015 10:01 /Pgs:ALL /Seq:1 of 5
Ref: /Src:U



Req:R979942 /Doc:DP 0218592 P /Rev:08-Mar-1999 /Sts:OK.OK /Prt:10-Feb-2015 10:01 /Pgs:ALL /Seq:2 of 5
Ref: /Src:U

WARNING. Plan Drawing only to appear in this space.



DP218592 (E)

Registered: 25.9.63

C.A.: 5856 of 27.6.63

Title System: Torrens

Purpose: Subdivision

Ref. Map: Warringah Sh. 58#

Last Plan: D.541158

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subdivision of part of Portion 1136 (Ph) being part of lot 4 in D541158

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Surveyor registered under Surveyors Act, 1929, as amended.

Datum Line of Azimuth: A-B

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(Signatures and Seals to appear in panel provided.)

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~~Lot 90 is to be dedicated as Public Garden & Recreation Space~~

Charles Hurdis

* Strike out either (1) or (2). † Insert date of survey.

OFFICE USE ONLY.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

SIGNATURES AND SEALS ONLY.

Charles Hurdis

I hereby certify that the requirements of the Local Government Act, 1919 (other than the requirements for registration of plans), have been complied with by the applicant in relation to the proposed subdivision and new road(s) set out herein.

Subdivision No.: 5856 Date: 27 JUN 63

Council Clerk:

Approved by Council.

The Common Seal of The Council of the SHIRE OF WARRINGAH was hereunto affixed on 27 JUN 63 pursuant to a resolution of Council passed on 12 NOV 62

Council Clerk:

~~Mayor~~/President:

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 218592

FEET	INCHES	METRES
1	2 1/2	0.368
1	6	0.457
1	6 1/8	0.460
1	6 1/4	0.464
1	6 3/8	0.467
1	6 1/2	0.470
1	7 1/2	0.495
3	-	0.914
3	4 1/4	1.022
3	9	1.143
5	-	1.524
6	0 5/8	1.845
7	6	2.286
8	2 3/8	2.499
9	-	2.743
10	-	3.048
11	4 3/8	3.464
11	10 1/8	3.610
12	-	3.658
12	1 3/4	3.702
12	4 1/2	3.772
13	-	3.962
14	1 3/4	4.312
15	2 3/4	4.642
16	0 1/4	4.883
17	-	5.182
18	3	5.563
18	5 3/8	5.623
18	5 3/4	5.632
18	9 1/4	5.721
20	-	6.096
20	7 1/8	6.277
22	-	6.706
22	10 1/4	6.966
25	-	7.620
27	-	8.230
28	-	8.534
29	1 5/8	8.880
30	-	9.144
31	-	9.449
31	2 7/8	9.522
32	3 1/8	9.833
33	-	10.058
34	5 3/8	10.500
34	11 1/8	10.646
35	-	10.668
37	-	11.278
38	-	11.582
38	3 5/8	11.674
38	11 1/2	11.875
39	6 1/8	12.043
40	-	12.192
40	0 1/8	12.195
40	1 7/8	12.240
40	2 1/2	12.256
40	3 7/8	12.290
42	8 1/2	13.018
44	-	13.411
45	6 1/4	13.875
46	-	14.021
46	3	14.097
46	10 1/8	14.278
47	4 3/8	14.437
47	5 3/8	14.462
47	5 1/2	14.465
48	-	14.630
48	2 3/8	14.691
49	-	14.935
50	-	15.240
50	0 1/2	15.253
50	1 3/8	15.275
50	1 3/8	15.275
50	1 3/4	15.284
50	5 3/8	15.377
51	-	15.545
51	3	15.621
51	3 3/8	15.631

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 218592 CONTINUED

FEET	INCHES	METRES
52	-	15.850
52	0 7/8	15.872
52	8 1/2	16.066
54	-	16.459
54	7 5/8	16.653
54	10 1/8	16.716
55	-	16.764
55	10 1/4	17.024
56	-	17.069
57	-	17.374
57	8 5/8	17.593
58	-	17.678
58	10 5/8	17.948
59	5 3/8	18.120
59	6 1/8	18.139
60	-	18.288
60	2 7/8	18.361
61	8 7/8	18.818
62	-	18.898
62	1 3/4	18.942
62	6 1/4	19.056
62	9 3/8	19.136
62	9 5/8	19.142
63	-	19.202
64	-	19.507
64	11 1/8	19.793
63	6 1/4	19.971
65	11 1/4	20.098
66	-	20.117
66	6 1/8	20.276
66	10 3/4	20.390
67	2 1/8	20.476
68	4 7/8	20.850
68	7 1/4	20.911
69	3 1/4	21.241
70	-	21.336
71	-	21.641
73	9	22.479
75	-	23.165
76	4 1/4	23.275
77	0 3/8	23.479
79	4 1/4	24.187
80	-	24.384
85	6 1/2	25.975
86	-	26.213
89	4 1/4	27.235
89	11 1/4	27.413
90	-	27.432
91	10 1/2	28.004
92	-	28.042
94	-	28.651
94	7 3/4	28.848
98	11 1/4	30.156
101	1 3/8	30.820
101	1 3/8	30.820
101	5 7/8	30.934
101	9 5/8	31.029
101	10 1/2	31.052
101	10 7/8	31.061
103	5 1/8	31.525
106	-	32.309
109	7 3/8	33.411
110	-	33.528
110	3 1/2	33.617
111	-	33.833
111	1	33.858
111	8	34.036
114	8 1/2	34.963
114	11 1/2	35.039
116	-	35.357
116	10 3/4	35.630
117	0 3/8	35.671
117	0 7/8	35.684
117	1 1/8	35.690
118	5 3/4	36.112
119	8 1/4	36.481
120	-	36.576

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 218592 CONTINUED

FEET	INCHES	METRES
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122	4 1/2	37.300
122	4 7/8	37.309
123	4	37.592
123	5 3/4	37.636
123	10	37.744
124	1	37.821
124	8 7/8	38.021
125	2	38.151
125	10 3/4	38.373
126	8	38.608
127	3 1/8	38.789
130	-	39.624
132	-	40.234
132	11	40.513
135	-	41.148
137	8 7/8	41.983
139	9 1/2	42.609
142	-	43.282
145	4 7/8	44.320
150	2 1/8	45.774
156	2 1/8	47.603
171	5 7/8	52.219
174	9 1/4	53.270
184	10 3/4	56.356
207	-	63.094
211	10 3/8	64.576
211	10 3/8	64.576
261	2	79.604
274	10 3/4	83.788
300	-	91.440
317	10 1/4	96.802
334	5 5/8	101.940
463	5 1/4	141.281
737	5 1/8	224.768
765	6 1/4	239.427

AC	RD	P	SQ M
-	-	22	536.4
-	-	22 1/4	562.3
-	-	22 1/2	569.1
-	-	22 3/4	575.4
-	-	23	581.7
-	-	23 1/4	588.1
-	-	23 1/2	594.4
-	-	23 3/4	600.7
-	-	24	607
-	-	24 1/4	613.4
-	-	24 1/2	619.7
-	-	24 3/4	626
-	-	25 1/4	638.6
-	-	25 1/2	645
-	-	27 1/2	695.6
-	-	28 3/4	727.2
-	-	29	733.5
-	-	31	784.1
-	1	9	1239

AC	RD	P	HA
3	3	31	1.596
7	1	16 3/4	2.976

Req:R979942 /Doc:DP 0218592 P /Rev:08-Mar-1999 /Sts:OK.OK /Prt:10-Feb-2015 10:01 /Pgs:ALL /Seq:4 of 5
Ref: /Src:U

Req:R979942 /Doc:DP 0218592 P /Rev:08-Mar-1999 /Sts:OK.OK /Prt:10-Feb-2015 10:01 /Pgs:ALL /Seq:5 of 5
Ref: /Src:U

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 218592

FEET	INCHES	METRES
1	2 1/2	0.368
1	6	0.457
1	6 1/8	0.460
1	6 1/4	0.464
1	6 3/8	0.467
1	6 1/2	0.470
1	7 1/2	0.495
3	-	0.914
3	4 1/4	1.022
3	9	1.143
5	-	1.524
6	0 5/8	1.845
7	6	2.286
8	2 3/8	2.499
9	-	2.743
10	-	3.048
11	4 3/8	3.464
11	10 1/8	3.610
12	-	3.658
12	1 3/4	3.702
12	4 1/2	3.772
13	-	3.962
14	1 3/4	4.312
15	2 3/4	4.642
16	0 1/4	4.883
17	-	5.182
18	3	5.563
18	5 3/8	5.623
18	5 3/4	5.632
18	9 1/4	5.721
20	-	6.096
20	7 1/8	6.277
22	-	6.706
22	10 1/4	6.966
25	-	7.620
27	-	8.230
28	-	8.534
29	1 5/8	8.880
30	-	9.144
31	-	9.449
31	2 7/8	9.522
32	3 1/8	9.833
33	-	10.058
34	5 3/8	10.500
34	11 1/8	10.646
35	-	10.668
37	-	11.278
38	-	11.582
38	3 5/8	11.674
38	11 1/2	11.875
39	6 1/8	12.043
40	-	12.192
40	0 1/8	12.195
40	1 7/8	12.240
40	2 1/2	12.256
40	3 7/8	12.290
42	8 1/2	13.018
44	-	13.411
45	6 1/4	13.875
46	-	14.021
46	3	14.097
46	10 1/8	14.278
47	4 3/8	14.437
47	5 3/8	14.462
47	5 1/2	14.465
48	-	14.630
48	2 3/8	14.691
49	-	14.935
50	-	15.240
50	0 1/2	15.253
50	1 3/8	15.275
50	1 3/8	15.275
50	1 3/4	15.284
50	5 3/8	15.377
51	-	15.545
51	3	15.621
51	3 3/8	15.631

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 218592 CONTINUED

FEET	INCHES	METRES
52	-	15.850
52	0 7/8	15.872
52	8 1/2	16.066
54	-	16.459
54	7 5/8	16.653
54	10 1/8	16.716
55	-	16.764
55	10 1/4	17.024
56	-	17.069
57	-	17.374
57	8 5/8	17.593
58	-	17.678
58	10 5/8	17.948
59	5 3/8	18.120
59	6 1/8	18.139
60	-	18.288
60	2 7/8	18.361
61	8 7/8	18.818
62	-	18.898
62	1 3/4	18.942
62	6 1/4	19.056
62	9 3/8	19.136
62	9 5/8	19.142
63	-	19.202
64	-	19.507
64	11 1/4	19.793
65	6 1/4	19.971
65	11 1/4	20.098
66	-	20.117
66	6 1/4	20.276
66	10 3/4	20.390
67	2 1/8	20.476
68	4 7/8	20.850
68	7 1/4	20.911
69	8 1/4	21.241
70	-	21.336
71	-	21.641
73	9	22.479
75	-	23.165
76	4 1/4	23.275
77	0 3/8	23.479
77	4 1/4	24.187
80	-	24.384
85	6 1/2	25.073
86	-	26.213
89	4 1/4	27.235
89	11 1/4	27.413
90	-	27.432
91	10 1/2	28.004
92	-	28.042
94	-	28.651
94	7 3/4	28.848
98	11 1/4	30.156
101	1 3/8	30.820
101	1 3/8	30.820
101	5 7/8	30.934
101	9 5/8	31.029
101	10 1/2	31.052
101	10 7/8	31.061
103	5 1/8	31.525
106	-	32.309
109	7 3/8	33.411
110	-	33.528
110	3 1/2	33.617
111	-	33.833
111	1	33.858
111	8	34.036
114	8 1/2	34.963
114	11 1/2	35.039
116	-	35.357
116	10 3/4	35.630
117	0 3/8	35.671
117	0 7/8	35.684
117	1 1/8	35.690
118	5 3/4	36.112
119	8 1/4	36.481
120	-	36.576

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 218592 CONTINUED

FEET	INCHES	METRES
122	-	37.186
122	4 1/2	37.300
122	4 7/8	37.309
123	4	37.592
123	5 3/4	37.636
123	10	37.744
124	1	37.821
124	8 7/8	38.021
125	2	38.151
125	10 3/4	38.373
126	8	38.608
127	3 1/8	38.789
130	-	39.624
132	-	40.234
132	11	40.513
135	-	41.148
137	8 7/8	41.983
139	9 1/2	42.609
142	-	43.282
145	4 7/8	44.320
150	2 1/8	45.774
156	2 1/8	47.603
171	3 7/8	52.219
174	9 1/4	53.270
184	10 3/4	56.356
207	-	63.094
211	10 3/8	64.576
211	10 3/8	64.576
261	2	79.604
274	10 3/4	83.788
300	-	91.440
317	10 1/4	96.882
334	5 3/8	101.940
463	6 1/4	141.281
737	5 1/8	224.768
785	6 1/4	239.427

AC	RD	P	SQ M
-	-	22	556.4
-	-	22 1/4	562.8
-	-	22 1/2	569.1
-	-	22 3/4	575.4
-	-	23	581.7
-	-	23 1/4	588.1
-	-	23 1/2	594.4
-	-	23 3/4	600.7
-	-	24	607
-	-	24 1/4	613.4
-	-	24 1/2	619.7
-	-	24 3/4	626
-	-	25 1/4	638.6
-	-	25 1/2	645
-	-	27 1/2	695.6
-	-	28 3/4	727.2
-	-	29	733.5
-	-	31	784.1
-	1	9	1239

AC	RD	P	HA
3	3	31	1.596
7	1	16 3/4	2.976

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Ref: /Src:U

66 MAR 28 PM 12 08

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

K 284260

FEES :— £ s. d.
Lodgment : :
Endorsement : :
: :
: :
: :

R.P. 13A. No.

REGISTRAR-GENERAL NEW SOUTH WALES

NEW SOUTH WALES SEVEN SHILLINGS SIX PENCE STAMP DUTY

$7.00 28/3/66

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

I, CHARLES ALFRED HURDIS, of 50 Fox Valley Road, formerly now Wahroonga, Builder formerly of Turramurra, Builder

(herein called transferor)

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

being registered as the proprietor of an estate in fee simple[a] in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of ONE THOUSAND SIX HUNDRED POUNDS (£ 1,600.0.0) (the receipt whereof is hereby acknowledged) paid to me by

JOHN WARREN COLLINS of 31 St. Pauls Street, Randwick
Assistant Sales Manager

do hereby transfer to

b Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

JOHN WARREN COLLINS of 31 St. Pauls Street, Randwick, Assistant Sales Manager

(herein called transferee)

c The description may refer to the defined residue of the land in a certificate or grant (e.g. "And being residue after transfer number ") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being Lot section D.P. ").

Unless authorised by Reg. 63 Conveyancing Act, Regulations, 1901 a plan may not be annexed to or endorsed on this transfer form.

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

County.	Parish.	Reference to Title.			Description of Land[c] (if part only).
		Whole or Part.	Vol.	Fol.	
CUMBERLAND	MANLY COVE	WHOLE	9536	136	

St 437—4 W K 1165—4 V. C. N. Blight, Government Printer

9536-136 30/3

77509

~~And the transferee covenant(s) with the transferor~~

And the Transferees for themselves their executors administrators and assigns hereby covenants with the Transferor his executors administrators and assigns as follows:

(a) That no main building may be erected on the subject land unless the external walls thereof are constructed of timber, brick stone and/or concrete. Providing always that any outbuilding may be built of fibro cement or other material but shall be painted immediately after erection with a good oil colour in a workmanlike manner.

(b) That for the benefit of the adjoining land being the residue of the land comprised in Deposited Plan No. 218592 but only during the ownership thereof by the Transferor that no fence shall be erected on the land hereby transferred to divide it from such adjoining land without the consent of the Transferor but such consent shall not be withheld if such fence is erected without expense to the Transferor and in favour of any person dealing with the Transferee or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.

The land to which the benefit of these covenants is intended to be appurtenant is the residue of the land comprised in Deposited Plan No. 218592.

The land the subject to the burden of these covenants is the land hereby transferred.

The persons entitled to release vary or modify these covenants are the Transferor his executors administrators and assigns.

d Strike out if unnecessary, or suitably adjust,

(i) If any easements are to be created or any exceptions to be made; or

(ii) If the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919.

ENCUMBRANCES, &c., REFERRED TO.e

Reservations and conditions, if any, contained in Crown Grant.

e A very short note will suffice.

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Ref: /Src:U

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

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General, or Deputy Registrar General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—

(a) *in any part of the British dominions outside the State of New South Wales* by signing or acknowledging before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.

(b) *in the United Kingdom* by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) *in any foreign place* by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent). (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commissioners' Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

‡ Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

To be signed by Registrar General, Deputy Registrar General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

Signed at Sydney the 18th day of March 1966

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

H. Gabaie
Solicitor
Francis Jones

Transferor.*

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

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Mc Smith
Solicitor Sydney

Transferee(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the day of 19 .

Signed in the presence of—

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.†

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

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

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Ref: /Src:U

K 284260

MARQUIS JACKSON CAHILL & ASSOCIATES

LODGED BY

No.

FEES.

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

(a) £2 10s. 0d. where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £3. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.

(b) A supplementary charge of £1 is made in each of the following:—
(i) Where a restrictive covenant is imposed; or
(ii) A new easement is created; or
(iii) A partial discharge of mortgage is endorsed on the transfer.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1.
2.
3.
4.
5.
6.

Received Docs. Nos.

Receiving Clerk.

PARTIAL DISCHARGE OF MORTGAGE.[1]

(N.B.—Before execution read marginal note.)

I,

mortgagee under Mortgage No.

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at this day of 19 .

Signed in my presence by

who is personally known to me.

Mortgagee.

[1] This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

INDEXED

MEMORANDUM OF TRANSFER

Partial Covenant

Checked by

Particulars entered in Register Book.

Passed (in S.D.B.) by

on 15-4-1966

at 10m

Signed by

Registrar-General.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

PROGRESS RECORD.

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

VOL. FOL.

Sc 67—4 K 1163

WARRINGAH COUNCIL

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

Date Printed: 10 February 2015

Certificate Number: ePLC2015/0359

Applicant Reference: 16224 - Dennis

Receipt Number: 4703

Lawlab Pty Limited

PO BOX 16

COBAR NSW 2835

Property Address: 8 Bimbadeen Crescent FRENCHS FOREST NSW 2086

Legal Description: Lot 45 DP 218592

Property ID: 103456

1. *Names of relevant planning instruments and DCPs.*

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

Warringah Local Environmental Plan 2011

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

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

a) Draft State Environmental Planning Policy (Competition) 2010

b) The following planning proposals may affect the land:

Date of Council Resolution	**Outline of Planning Proposal**	**Land to which Planning Proposal applies**
26 August 2014	Amends WLEP 2011 to permit commercial premises as an additional permitted use on the land	158 Pacific Parade, Dee Why
25 March 2014	Amends WLEP 2011 to rezone the identified subject sites to reflect and be compatible with the surrounding land use zone.	Lot 1/ McIntosh Road, Narraweena (Lot 1 DP 35105); 9 & 11 Lagoon Street, Narrabeen (Lot 1 DP 1117584, Lot 5 Sec 38 DP 111254); 6 Collaroy Street, Collaroy (Lot 36 DP 11374).

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.

No

7A. *Flood related development controls information*

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

No

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

No

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

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

No

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

Warringah Section 94A Development Contributions Plan 2014 (adopted 24 June 2014 effective 1 July 2014). 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*

No

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

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.

Disclaimer

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

for Rik Hart
GENERAL MANAGER
WARRINGAH COUNCIL

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

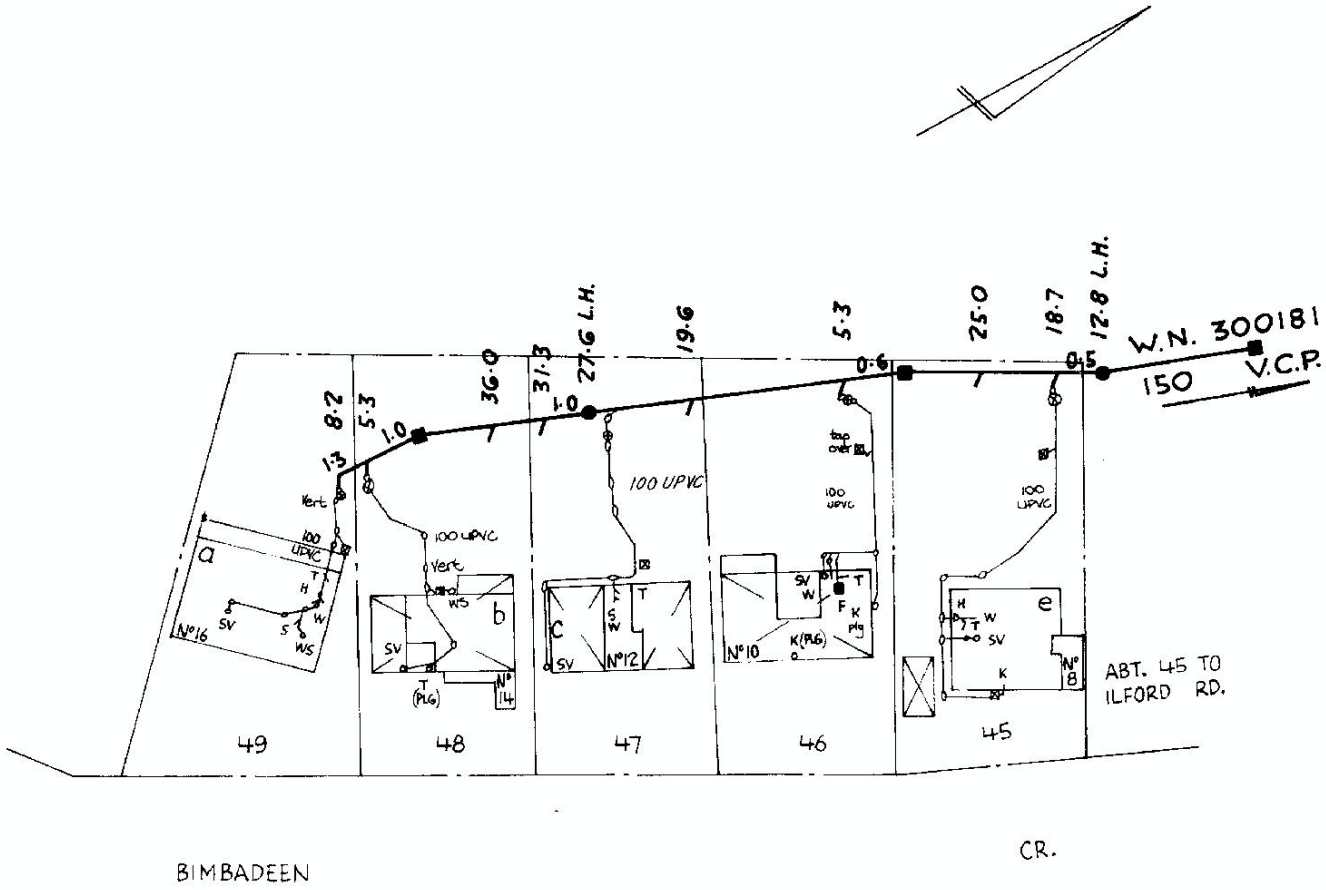
Bed and breakfast accommodation; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Child care centres; Community facilities; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Group homes; 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

Application No. 9026842

Copy of Diagram No. 7 6 9 9 4 7



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

NO SEWER AVAILABLE

here the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage relation to the eventual position of the Board's sewer.

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

he existence and position of Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of aps available at Board's Head Office or in the case of South Coast District at Board's Wollongong Office (Section 33 of Board's Act).

osition of structures, boundaries sewers and sewerage service shown hereon are approximate only.

DRAINAGE		PLUMBING
ervised by ..... / /	Date of Issue	Supervised by ..... / /
Inspector	Outfall ..... Drainer	Inspector
d Diagram Examined by ..... / /	W.s ..... Ur.s ..... Plumber	Tracing Checked by ..... / /
Chief Inspector	W.O. 300181 Gaz. on 11·9·87	Sheet No. T.605
	W.O. ..... Gaz. on	
	Boundary Trap is not required	

SYMBOLS AND ABREVIATIONS

■	Manhole	O WS	Waste Stack
□ Chr.	Chamber	IP	Induct Pipe
● L.H.	Lamphole	MF	Mica Flap
⊡	Boundary Trap	T	Tubs
⊕	Inspection Shaft	K	Kitchen Sink
■ Pit	Pit	W	Water Closet
▤ G	Grease Intercepter	B	Bath Waste
⊠	Gully	H	Handbasin
⊠ P	P Trap	S	Shower
■ R	Reflux Valve	Jn.	Junction
⌓	Cleaning Eye	DW.	Dishwasher
O Vert	Vertical Pipe	F	Floor Waste
O V	Vent Pipe	M	Washing Machine
O SV	Soil Vent Pipe	BS	Bar Sink

M. W. S. & D. B.

SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF WARRINGAH

SUBURB OF FRENCHS FOREST

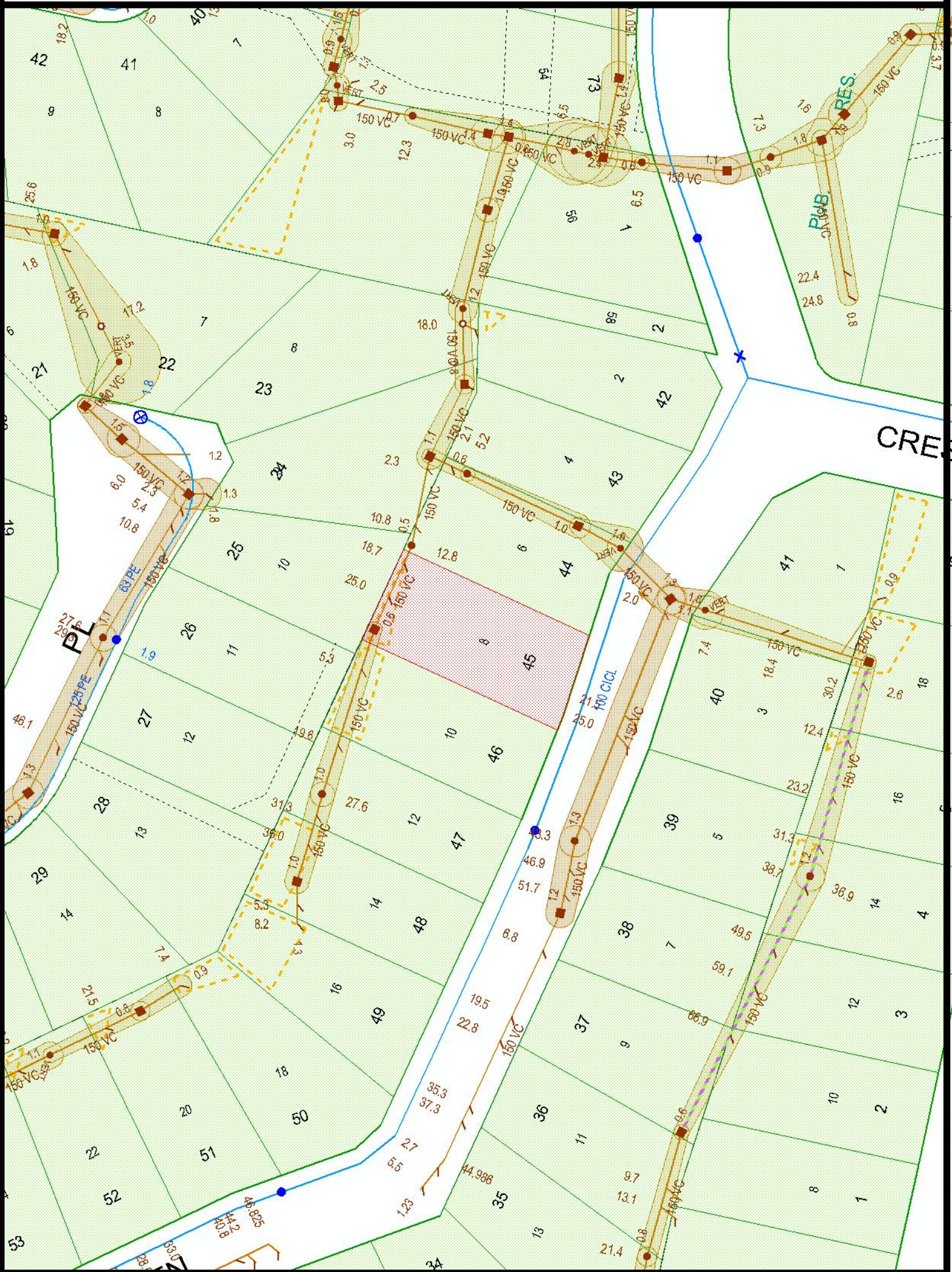
Scale: Approx. 1:500
Distances/depths in metres
pipe diameters in millimetres

..... / / for House Services Engineer

nection Dates: a: 5/8/87 b: 7/8/87 c: 4/8/87 d: / / e: 7/8/87 f: / / g: / / h: / / j: / / k: / / m: / / n: / / p: / / q: / /

Created on 10/02/2015 10:01:41

Application No. 9026843 Created on 10/02/2015 10:01:41



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

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C – Swimming Pools Act 1992

Pool No:	**073cc1ad**
Property Address:	**8 BIMBADEEN CRESCENT FRENCHS FOREST**
Date of Registration:	**13 February 2014**
Type of Pool:	**An outdoor pool that is not portable or inflatable**
Description of Pool:	**In ground cement**

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

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

Please remember:

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

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

This is NOT a Certificate of Compliance