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Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 91250753	NSW DAN:
vendor's agent	SKYLINE REAL ESTATE FRENCHS FOREST 3/14 Frenchs Forest Road, Frenchs Forest, NSW		Phone: 02 9452 3444 Fax: Ref: Stuart Bath
co-agent			
vendor	GARY STEVEN OWEN, JOANNE RAE OWEN 59 Iris Street Frenchs Forest NSW		
vendor's solicitor	Marks Griffiths & Bova Pty Ltd Incorporating Coyne Legal L5 22 Central Ave Manly NSW 2095		Phone: 02 9977 1133 Fax: Ref: MGB210238
date for completion	TBA	(clause 15)	Email: Markgrif@markgrif.com.au
land	59 IRIS ST FRENCHS FOREST NSW 2086 (Address, plan details and title reference) LOT 2 IN DEPOSITED PLAN 449408 2/449408		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

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

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

MGB210238

91250753

vendor agrees to accept a **deposit-bond** (clause 3) NO yes

Nominated Electronic Lodgment Network (ELN) (clause 30)

Electronic transaction (clause 30) no YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within 14 days* of the contract date):

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

land tax is adjustable NO yes

GST: Taxable supply NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply NO yes

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

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

Purchaser must make an *GSTRW payment* (residential withholding payment) NO yes(if yes, vendor must provide further details)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier’s name:

Supplier’s ABN:

Supplier’s GST branch number (if applicable):

Supplier’s business address:

Supplier’s email address:

Supplier’s phone number:

Supplier’s proportion of *GSTRW payment*: \$

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 32 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 34 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 36 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 37 strata renewal proposal
<input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 41 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 42 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 43 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 44 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 45 plan creating precinct property
<input type="checkbox"/> 15 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 46 precinct development contract
<input type="checkbox"/> 16 other document relevant to tenancies	<input type="checkbox"/> 47 precinct management statement
<input type="checkbox"/> 17 licence benefiting the land	<input type="checkbox"/> 48 property certificate for community property
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 49 plan creating community property
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 50 community development contract
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 51 community management statement
<input checked="" type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input checked="" type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
Home Building Act 1989	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 brochure or warning	<input type="checkbox"/> 57 disclosure statement - off the plan contract
<input type="checkbox"/> 26 evidence of alternative indemnity cover	<input type="checkbox"/> 58 other document relevant to off the plan contract
Swimming Pools Act 1992	Other
<input type="checkbox"/> 27 certificate of compliance	<input checked="" type="checkbox"/> 59
<input type="checkbox"/> 28 evidence of registration	1. Building Contract 28 January 2019 for \$32,507;
<input type="checkbox"/> 29 relevant occupation certificate	2. Warringah Council Development Application 12 November 2007 for Development Application 2007/0997;
<input type="checkbox"/> 30 certificate of non-compliance	3. Contract September 21 2012 for \$96,757.32;
<input type="checkbox"/> 31 detailed reasons of non-compliance	4. Letter of Hydraulic Adequacy 19 March 2012;
	5. House Plans 21 November 2012;

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

SECTION 66W CERTIFICATE

I, _____ of _____, certify as follows:

- (a) I am a Solicitor currently admitted to practise in New South Wales.

- (b) I am giving this certificate in accordance with Section 66W of the Conveyancing Act, 1919 with reference to a contract for the sale of property known as 59 Iris Street, Frenchs Forest from **Gary Steven Owen and Joanne Rae Owen** (as Vendor) to (as Purchaser) in order that there is no period in relation to the contract.

- (c) I do not act for the vendor and am not employed in the legal practice of a solicitor acting for the vendor nor am I a member or employee of a firm of which a solicitor acting for the vendor is a member or employee.

- (d) I have explained to the purchasers:
 - (i) the effect of the contract for the purchase of that property;

 - (ii) the nature of this certificate;

 - (iii) the effect of giving this certificate to the vendor, that is, that there is no cooling-off period in relation to the contract.

Dated:

Signed: _____

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* 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 *Normally*, 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

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

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

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

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

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

25 Qualified title, limited title and old system title

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

- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*, or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent 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*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 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
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ; |

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*, and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

SPECIAL CONDITIONS

VENDOR: **Joanne Rae Owen & Gary Stuart Owen**

PURCHASER:

PROPERTY: **59 Iris Street, Frenchs Forest**

33. General

The parties agree that:

- 33.1 in clause 7.1.1 the amount of 5% is deleted and the amount of 1% is inserted in lieu thereof.
- 33.2 in clause 8.1 the words "on reasonable grounds" are deleted.
- 33.3 in clause 10.1.9 the word "substance" is deleted and the word "existence" is inserted in lieu thereof.
- 33.4 clause 12.1 is deleted.
- 33.5 in clause 16.7 the words "cash (up to \$2,000) or" are deleted.
- 33.6 clause 16.8 is deleted.
- 33.7 in clause 16.11.3 the words "the vendor's solicitor's address stated in this contract" are deleted and the words "such other address as may be stated by the vendor's solicitor" are inserted in lieu thereof.
- 33.8 clause 23.13 is deleted.
- 33.9 clause 23.14 is deleted.

34. Warranty – Purchaser (in respect of the agent)

The purchaser warrants to the vendor that he has not been introduced to the property by any real estate agent other than the Vendor's agent named in the Contract. It is agreed that the benefit of this warranty shall not merge on completion of the contract and that in the event of a breach of such warranty the purchaser shall indemnify the vendor against any claim for commission made against the vendor by the agent who so introduced the purchaser.

35. Property Condition

the vendor sells the property as it stands and the purchaser acknowledges that the property is being purchased in its present condition and state of repair and with any defects as regards the construction or repair of any improvements thereon and subject to any infestation and dilapidation and in this regard, including any incorrectly constructed fencing/boundary fencing, the Purchaser declares it relies on its own inspection and enquiries and further acknowledges that it has not relied upon any representations in respect to the property or any part thereof or any improvements thereon made by the Vendor or anyone on the Vendors behalf, other than expressly set out in this agreement

36. No Reliance by Purchaser

The purchaser acknowledges and agrees that in entering this contract:

- 36.1 he has relied only on the warranties and representations of the vendor set out herein;
- 36.2 he has relied entirely on his own enquiries and inspection of the property;
- 36.3 he accepts the property in its present condition with its existing defects latent and patent;
- 36.4 he is not permitted to make any objection requisition or claim for compensation regarding any of the foregoing;
- 36.5 this contract contains the whole of the contract between the vendor and

the purchaser; and
36.6 he was advised by his solicitor/licensed conveyancer prior to entering into the contract that the terms and conditions of the contract are fair and reasonable.

37. **No Representations**

The Purchaser acknowledges that no warranty or representation has been made to the purchaser or anyone on the purchaser's behalf as to:

- 37.1 the suitability of any improvements for any use or purpose;
- 37.2 the suitability of the property for any development, or
- 37.3 the property being clear of any environmental hazard or contamination.

38. **Notice to Complete**

The parties agree that:

- 38.1 any notice to complete issued by either party may stipulate 14 days for the completion;
- 38.2 14 days is a reasonable period of any such notice;
- 38.3 any party may withdraw any such notice issued by that party at any time;
- 38.4 if the purchaser does not complete the contract by the completion date through no fault of the vendor and which entitles the vendor to serve a Notice to Complete on the purchaser then the purchaser shall pay to the vendor on the date of completion of the contract an additional sum of \$330.00 (GST inclusive);
- 38.5 The payment referred to in 37.4 is an essential term of this Contract.

39. **Additional Purchase Price**

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

- 39.1 if the vendor is not at fault then;
 - 39.1.1 the purchaser must pay interest on the unpaid balance of the purchase price at the rate of 8% per annum calculated daily from and including the last day stipulated within the meaning of the term completion date to and including the actual day of completion;
 - 39.1.2 that interest must be paid on completion and is an essential term of the contract;
 - 39.1.3 the vendor is not obliged to complete unless that interest is paid;
 - 39.1.4 that interest is a genuine pre-estimate of the vendor's loss as a result of the purchaser's failure to complete;
 - 39.1.5 the right to the interest is without limiting any other rights the vendor may have as a result of the purchaser's failure to complete.
 - 39.1.6 if completion of this contract is delayed as a result of the vendor's default, interest is not to be charged until 3 business days following written notification by the vendor to the purchaser that the vendors default has been remedied.

40. **Death & Bankruptcy**

Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, if either party (and if more than one person comprises that first party then any one of them) prior to completion:

- 40.1 dies or becomes mentally ill or is declared bankrupt, then the other party may rescind this contract by written notice to the first party's solicitor/licensed conveyancer and thereupon this contract will be at an end and the provisions of clause 19 apply; or
- 40.2 being a company has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first party will be in default under this contract.

41. Release of Deposit

If requested to do so by the vendor, the purchaser will authorise the deposit holder to pay the deposit to such person as the vendor directs provided that:

- 41.1 the vendor is not entitled to give any such direction until after the expiry of the cooling off period (if any);
- 41.2 until completion the deposit is not the property of the vendor;
- 41.3 the deposit must be used by the vendor only as a deposit and/or stamp duty on the purchase of real estate and the vendor may direct payment of the deposit only to the stakeholder in that purchase contract;
- 41.4 the vendor must not authorise the release of the deposit to the vendor in the vendor's purchase contract (if any);
- 41.5 if the stakeholder in the vendor's purchase contract repays the deposit the vendor must ensure such repayment is to the deposit holder in this contract;
- 41.6 the vendor must give a copy of this clause to the vendor in the vendor's purchase contract (if any).

42. Deposit - Additional Clause

- 42.1 The deposit payable on exchange of contracts shall be paid to the vendor's agent herein named as stakeholder who shall invest such monies in a bank or permanent building society in an account opened in the names of the vendor's agent on trust for the vendor and purchaser with interest accruing on investment to be equally divided between the vendor and purchaser on completion.
- 42.2 Should this contract be duly terminated or rescinded then the defaulting party shall forfeit its share of interest accrued.
- 42.3 Notwithstanding any other provision of this contract, should a cooling off period apply to this contract, the vendor agrees to accept an amount equivalent to 0.25% of the purchase price on or before the date hereof and the balance of the deposit on or before 5.00pm on the 5th business day following the date of this contract, time being of the essence of the contract.
- 42.4 In the event either or both parties not provide their tax file numbers to the vendor's agent then the deposit may be invested by the vendor's agent as stakeholder without supplying tax file numbers and the parties accept that 48.25% of all interest earned on the deposit as invested will be deducted by the bank or permanent building society in accordance with current taxation laws and that the balance interest will then be divided between the parties as provided herein.
- 42.5 Despite any other provisions of this contract should the vendor become entitled to the deposit paid or payable hereunder, then the purchaser will immediately, upon demand, pay to the vendor the difference between 10% of the purchase price and the deposit actually paid, it being the intention of the parties that an amount equal to 10% of the purchase price is to be forfeited to the vendor upon default by the purchaser.
- 42.6 In the event the deposit paid is less than 10% and is to be invested, clause 2.9 is amended by deleting the words "the parties equally" and inserting in lieu the words "the vendor".

43. **Purchaser's Finance**

In the event the Consumer Credit Code applies to this purchase, the purchaser warrants to the vendor that either:

- 43.1 the purchaser does not require credit in order to pay for the property; or
- 43.2 if the purchaser requires credit in order to pay for the property, the purchaser has already obtained such credit on reasonable terms acceptable to the purchaser. The purchaser cannot terminate or rescind this agreement by reason of credit not being available to the purchaser as at the date of completion.

44. **Requisitions on title**

- 44.1 The purchaser agrees that the only form of requisitions on title the purchaser may make under clause 5 is to be in the form of the requisitions on title annexed to this contract.
- 44.2 Nothing in this clause 43 prevents the purchaser from making any requisitions on title not dealt with in the requisitions on title annexed to this contract.

45. **FIRB Approval**

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

46. **Sale by Auction**

In the event the property is sold by auction:

- 46.1 The vendor's reserve price must be given in writing to the auctioneer before the auction commences.
- 46.2 A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor.
- 46.3 The highest bidder is the purchaser, subject to any reserve price.
- 46.4 In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
- 46.5 The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
- 46.6 A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
- 46.7 A bid cannot be made or accepted after the fall of the hammer.
- 46.8 As soon as practicable after the fall of the hammer, the purchaser is to sign the contract (if any) for sale.
- 46.9 All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
- 46.10 One bid only may be made by or on behalf of the vendor. This includes a bid made by the auctioneer on behalf of the vendor.
- 46.11 When making a bid on behalf of the vendor, or accepting a bid made by or on behalf of the vendor, the auctioneer must clearly state that the bid was made by or on behalf of the vendor or auctioneer.

47. **Sale of Residential premises**

In this clause:

- 47.1 "GST" refers to goods and services tax under A New Tax System (Goods and Services Tax) Act 1999 ("GST Act") and the terms used to have the meanings as defined in the GST Act.
- 47.2 The property is residential premises under the GST Act.
- 47.3 The purchaser agrees, on and after completion of this sale, to use the property predominantly for residential accommodation.
- 47.4 In the event of the vendor being liable for GST, because of the purchaser's failure to comply with 46.3:
 - 46.4.1 the purchaser agrees to pay to the vendor, within 14 days after the vendor's liability for GST on this sale is confirmed by correspondence or an assessment from the Commissioner, the amount of the GST, including any additional penalty and interest:
 - 46.4.2 the vendor shall deliver to the purchaser, as a precondition of such payment, a tax invoice in a form which complies with the GST Act and the regulations.

48. **Building Certificate**

- 48.1 The vendor does not have a building certificate and the contract is not subject to the issue of a building certificate in respect of the whole or any part of the property. The purchaser will not require the vendor to make application for or do anything towards obtaining such a certificate, or otherwise to comply with the requirements of the local council relating to the issue of such a certificate.
- 48.2 The purchaser must satisfy himself on all matters relating to the approvals for the improvements to the property.
- 48.3 The purchaser shall not make any claim or seek any remedy against the vendor including under clause 7, in respect of the unavailability of the building certificate or the existence of any illegally erected improvements, or the demolition of any improvements, or otherwise.

49. **Building Certificate**

The Purchaser is not entitled to require the Vendor to:

- (i) apply for or do anything to obtain a Building Certificate under Section 149D of the Environmental Planning and Assessment Act 1979;
- (ii) comply with the local council's requirements (if any) for the issue of any Building Certificate;
- (iii) pay or contribute to the costs of obtaining any Building Certificate;
- (iv) if the local council requires work to be done on the property as a condition of issuing a Building Certificate, or issues a Building Certificate but requires work to be carried out, the Purchaser must not make any claim against the Vendor, or require the Vendor to do the work nor terminate or delay completion of this Agreement because of Council's requirements to carry out that work or comply with a work order.
- (v) Completion of this contract is not conditional upon the Vendor or the Purchaser obtaining a building certificate.

50. **Survey**

If annexed hereto is a copy of a survey report relating to the property the purchaser acknowledges any encroachment by or upon the property and/or non-compliance with the Local Government Act 1919 that may be specially disclose and clearly described therein and the purchaser shall not make any requisitions, objections or claim for compensation in relation to any encroachment and/or non-compliance. The purchaser acknowledges that the vendor

or does not guarantee that the original of any copies survey annexed hereto will be available at settlement.

51. Compliance with Notices

Subject to the provisions of Section 52A of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2005 the purchaser will not require the vendor to carry out any works required by any relevant authority in relation to the demolition, upgrading or otherwise in respect of the improvements and will make no objection requisition or claim for compensation in respect of any demolition or upgrading.

52. Purchasers Acknowledgement - Sewer Service Diagram

52.1 The purchaser acknowledges that the Sewer Service Diagram forming part of this Contract is the most up-to-date Diagram available from Sydney Water.

52.2 The purchaser shall make no requisition objection or claim for compensation with respect to the Sewer Service Diagram.

53. Corporation Purchaser

If the purchaser is a corporation (and not listed on any Australian Stock Exchange) the directors who have:

- (a) witnessed the affixation of the common seal of the purchaser; or
- (b) executed the contract for and on behalf of the purchaser, and
- (c) execute the Guarantee attached to the contract and indemnify and keep the vendor indemnified against all losses, damages, liabilities, costs and expenses incurred by the vendor if the purchaser breaches this contract.

54. Guarantee

54.1 (a) The Guarantor gives this guarantee and indemnity in consideration of the Vendor agreeing to enter into this Contract.

- (b) The Guarantor acknowledges incurring obligations and giving rights under this guarantee and indemnity for valuable consideration received from the Vendor including, without limitation, the agreement of the Vendor to enter into this Contract

54.2 Guarantor and if there is more than one Guarantor, each of the Guarantors jointly and severally unconditionally and irrevocably guarantees payment to the Vendor of the Guaranteed Money and unconditionally and irrevocably guarantees the due and punctual performance of the Guaranteed Obligations.

54.3 If the Purchaser does not pay the Guaranteed Money on time and in accordance with the terms of this Contract, then the Guarantor agrees to pay the Guaranteed Money to the Vendor on demand from the Vendor (whether or not demand has been made on the Purchaser). A demand may be made at any time and from time to time.

- 54.4 If the Purchaser does not duly and punctually perform the Guaranteed Obligations in accordance with the terms of this Contract, then the Guarantor agrees to perform the Guaranteed Obligations on demand from the Vendor (whether or not demand has been made on the Purchaser). A demand may be made at any time and from time to time.
- 54.5 As a separate undertaking, the Guarantor indemnifies the Vendor against:
- a) all liability or loss arising from, and any costs, charges or expenses incurred in connection with the Guaranteed Money not being recoverable from the Guarantor under Clauses 51.2 and 51.3 or from the Purchaser because of any circumstance whatsoever, and
 - b) all liability or loss arising from and any costs, charges or expenses incurred in connection with the Guaranteed Obligations not being duly and punctually performed because of any circumstance whatsoever.
- 54.6 This Guarantee and indemnity is a continuing security and extends to all of the Guaranteed Money and other money payable under this guarantee and indemnity and to all the Guaranteed Obligations. The Guarantor waives any right it has of first requiring the Vendor to proceed against or enforce any other right, power, remedy or security or claim payment from the Purchaser or any other person before claiming from the Guarantor under this guarantee and indemnity.
- 54.7 The liabilities under this guarantee and indemnity of the Guarantor as a Guarantor, principal debtor, principal obligor or indemnifier and the rights of the Vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including without limitation one or more of the following:
- a) the Vendor or another person granting time or other indulgence to compounding or compromising with or releasing the Purchaser; or
 - b) acquiescence, delay, acts, omissions or mistakes on the part of the Vendor; or
 - c) any variation or novation of a right of the Vendor or alteration of this Contract or a document, in respect of the Purchaser.
- 54.8 As long as the Guaranteed Money or other money payable under this guarantee and indemnity remains unpaid or the Guaranteed Obligations or any of them remain unperformed, the Guarantor may not without the consent of the Vendor:
- a) make a claim or enforce a right (including without limitation a mortgage, charge or other encumbrance) against the Purchaser or its property; or

b) prove in competition with the Vendor if a liquidator, provisional liquidator, official manager or trustee in bankruptcy is appointed in respect of the Purchaser or the Purchaser is otherwise unable to pay its debts when they fall due.

54.9 The Guarantor represents and warrants that its obligations under this guarantee and indemnity are valid and binding and that it does not enter into this guarantee and indemnity in the capacity of a trustee or any trust or settlement.

54.10 This clause is an essential term of this Contract.

54.11 The Guaranteed Money is all money payable by the Purchaser to the Vendor under this Contract.

54.12 The Guarantors are and being Directors (or if sole Director/Secretary company, then "Shareholders") of the Purchaser company.

EXECUTION BY GUARANTORS .

Signed Sealed and Delivered by).....

in the presence of:).....

Signed Sealed and Delivered by).....

in the presence of:).....

55. **Recent Building Works**

The vendors disclose by way of the following documents building works by way of extensions/improvements to the property undertaken by them and the Purchaser/s agree and undertake not to hold Vendors liable or raise any requisitions, claim for compensation or cause a delay to completion in relation to anything arising for such disclosed documents:

1. Building Contract dated 28 January 2019 for \$32,507;
2. Warringah Council Development Application dated 12 November 2007 for alterations and additions to existing dwelling including new shed and development Constructions Security deposit for Development Application 2007/0997;
3. Contract dated September 21 2012 for \$96,757.32;
4. Letter of Hydraulic Adequacy dated 19 March 2012;
5. House Plans dated 21 November 2012;
6. Home Warranty Insurance QBE dated 24 September 2012 for \$96,758.00.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

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

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

Affectations/Benefits

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

Capacity

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

Requisitions and transfer

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

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



FOLIO: 2/449408

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
24/11/2021	11:40 AM	5	19/8/2019

LAND

LOT 2 IN DEPOSITED PLAN 449408
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP449408

FIRST SCHEDULE

GARY STEVEN OWEN
JOANNE RAE OWEN
AS JOINT TENANTS (T 7275836)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 H887754 COVENANT
- 3 AP473757 MORTGAGE TO ING BANK (AUSTRALIA) LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



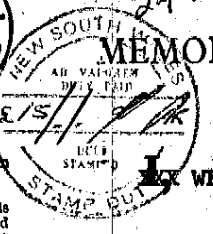
MEMBERS AND/OR ADDITIONS NOTED ON PLAN IN REGISTRAR GENERAL'S OFFICE.

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 30th day of JULY 1980

CONVERSION TABLE ADDED IN DEPARTMENT OF LANDS	FEET INCHES	METERS
1/2	6 3/4	4.743
3/4	7	5.080
1	12	9.144
1 1/4	15	11.905
1 1/2	18	14.633
1 3/4	21	17.304
2	24	19.813
2 1/4	27	22.264
2 1/2	30	24.384
2 3/4	33	26.525
3	36	28.657
3 1/4	39	30.780
3 1/2	42	32.907
3 3/4	45	35.037
4	48	37.169
4 1/4	51	39.303
4 1/2	54	41.439
4 3/4	57	43.577
5	60	45.718
5 1/4	63	47.861
5 1/2	66	50.007
5 3/4	69	52.156
6	72	54.307
6 1/4	75	56.461
6 1/2	78	58.617
6 3/4	81	60.776
7	84	62.937
7 1/4	87	65.101
7 1/2	90	67.267
7 3/4	93	69.435
8	96	71.606
8 1/4	99	73.779
8 1/2	102	75.954
8 3/4	105	78.132
9	108	80.313
9 1/4	111	82.496
9 1/2	114	84.682
9 3/4	117	86.871
10	120	89.062
10 1/4	123	91.256
10 1/2	126	93.452
10 3/4	129	95.651
11	132	97.852
11 1/4	135	100.056
11 1/2	138	102.262
11 3/4	141	104.470
12	144	106.681
12 1/4	147	108.894
12 1/2	150	111.109
12 3/4	153	113.326
13	156	115.545
13 1/4	159	117.766
13 1/2	162	120.000
13 3/4	165	122.236
14	168	124.474
14 1/4	171	126.714
14 1/2	174	128.956
14 3/4	177	131.200
15	180	133.446
15 1/4	183	135.694
15 1/2	186	137.944
15 3/4	189	140.196
16	192	142.450
16 1/4	195	144.706
16 1/2	198	146.964
16 3/4	201	149.224
17	204	151.486
17 1/4	207	153.750
17 1/2	210	156.016
17 3/4	213	158.284
18	216	160.554
18 1/4	219	162.826
18 1/2	222	165.100
18 3/4	225	167.376
19	228	169.654
19 1/4	231	171.934
19 1/2	234	174.216
19 3/4	237	176.500
20	240	178.786
20 1/4	243	181.074
20 1/2	246	183.364
20 3/4	249	185.656
21	252	187.950
21 1/4	255	190.246
21 1/2	258	192.544
21 3/4	261	194.844
22	264	197.146
22 1/4	267	199.450
22 1/2	270	201.756
22 3/4	273	204.064
23	276	206.374
23 1/4	279	208.686
23 1/2	282	211.000
23 3/4	285	213.316
24	288	215.634
24 1/4	291	217.954
24 1/2	294	220.276
24 3/4	297	222.600
25	300	224.926
25 1/4	303	227.254
25 1/2	306	229.584
25 3/4	309	231.916
26	312	234.250
26 1/4	315	236.586
26 1/2	318	238.924
26 3/4	321	241.264
27	324	243.606
27 1/4	327	245.950
27 1/2	330	248.296
27 3/4	333	250.644
28	336	252.994
28 1/4	339	255.346
28 1/2	342	257.600
28 3/4	345	259.856
29	348	262.114
29 1/4	351	264.374
29 1/2	354	266.636
29 3/4	357	268.900
30	360	271.166
30 1/4	363	273.434
30 1/2	366	275.704
30 3/4	369	277.976
31	372	280.250
31 1/4	375	282.526
31 1/2	378	284.804
31 3/4	381	287.084
32	384	289.366
32 1/4	387	291.650
32 1/2	390	293.936
32 3/4	393	296.224
33	396	298.514
33 1/4	399	300.806
33 1/2	402	303.100
33 3/4	405	305.396
34	408	307.694
34 1/4	411	309.994
34 1/2	414	312.296
34 3/4	417	314.600
35	420	316.906
35 1/4	423	319.214
35 1/2	426	321.524
35 3/4	429	323.836
36	432	326.150
36 1/4	435	328.466
36 1/2	438	330.784
36 3/4	441	333.104
37	444	335.426
37 1/4	447	337.750
37 1/2	450	340.076
37 3/4	453	342.404
38	456	344.734
38 1/4	459	347.066
38 1/2	462	349.400
38 3/4	465	351.736
39	468	354.074
39 1/4	471	356.414
39 1/2	474	358.756
39 3/4	477	361.100
40	480	363.446
40 1/4	483	365.794
40 1/2	486	368.144
40 3/4	489	370.496
41	492	372.850
41 1/4	495	375.206
41 1/2	498	377.564
41 3/4	501	379.924
42	504	382.286
42 1/4	507	384.650
42 1/2	510	387.016
42 3/4	513	389.384
43	516	391.754
43 1/4	519	394.126
43 1/2	522	396.500
43 3/4	525	398.876
44	528	401.254
44 1/4	531	403.634
44 1/2	534	406.016
44 3/4	537	408.400
45	540	410.786
45 1/4	543	413.174
45 1/2	546	415.564
45 3/4	549	417.956
46	552	420.350
46 1/4	555	422.746
46 1/2	558	425.144
46 3/4	561	427.544
47	564	429.946
47 1/4	567	432.350
47 1/2	570	434.756
47 3/4	573	437.164
48	576	439.574
48 1/4	579	441.986
48 1/2	582	444.400
48 3/4	585	446.816
49	588	449.234
49 1/4	591	451.654
49 1/2	594	454.076
49 3/4	597	456.500
50	600	458.926
50 1/4	603	461.354
50 1/2	606	463.784
50 3/4	609	466.216
51	612	468.650
51 1/4	615	471.086
51 1/2	618	473.524
51 3/4	621	475.964
52	624	478.406
52 1/4	627	480.850
52 1/2	630	483.296
52 3/4	633	485.744
53	636	488.194
53 1/4	639	490.646
53 1/2	642	493.100
53 3/4	645	495.556
54	648	498.014
54 1/4	651	500.474
54 1/2	654	502.936
54 3/4	657	505.400
55	660	507.866
55 1/4	663	510.334
55 1/2	666	512.804
55 3/4	669	515.276
56	672	517.750
56 1/4	675	520.226
56 1/2	678	522.704
56 3/4	681	525.184
57	684	527.666
57 1/4	687	530.150
57 1/2	690	532.636
57 3/4	693	535.124
58	696	537.614
58 1/4	699	540.106
58 1/2	702	542.600
58 3/4	705	545.096
59	708	547.594
59 1/4	711	550.094
59 1/2	714	552.596
59 3/4	717	555.100
60	720	557.606
60 1/4	723	560.114
60 1/2	726	562.624
60 3/4	729	565.136
61	732	567.650
61 1/4	735	570.166
61 1/2	738	572.684
61 3/4	741	575.204
62	744	577.726
62 1/4	747	580.250
62 1/2	750	582.776
62 3/4	753	585.304
63	756	587.834
63 1/4	759	590.366
63 1/2	762	592.900
63 3/4	765	595.436
64	768	597.974
64 1/4	771	600.514
64 1/2	774	603.056
64 3/4	777	605.600
65	780	608.146
65 1/4	783	610.694
65 1/2	786	613.244
65 3/4	789	615.796
66	792	618.350
66 1/4	795	620.906
66 1/2	798	623.464
66 3/4	801	626.024
67	804	628.586
67 1/4	807	631.150
67 1/2	810	633.716
67 3/4	813	636.284
68	816	638.854
68 1/4	819	641.426
68 1/2	822	644.000
68 3/4	825	646.576
69	828	649.154
69 1/4	831	651.734
69 1/2	834	654.316
69 3/4	837	656.900
70	840	659.486
70 1/4	843	662.074
70 1/2	846	664.664
70 3/4	849	667.256
71	852	669.850
71 1/4	855	672.446
71 1/2	858	675.044
71 3/4	861	677.644
72	864	680.246
72 1/4	867	682.850
72 1/2	870	685.456
72 3/4	873	688.064
73	876	690.674
73 1/4	879	693.286
73 1/2	882	695.900
73 3/4	885	698.516
74	888	701.134
74 1/4	891	703.754
74 1/2	894	706.376
74 3/4	897	708.900
75	900	711.526
75 1/4	903	714.154
75 1/2	906	716.784
75 3/4	909	719.416
76	912	7

FORM FOR SIMPLE TRANSFER WHERE NEW RESTRICTIVE COVENANTS ARE REFUSED, OR ENDORSEMENTS ARE MADE, OR WHERE THE FORM IS OTHERWISE UNSUBSTANTIATED SHOULD BE USED.

Fees:—
Lodgment 2: :
Endorsement : :
Certificate d. 10: :
Stamp Duty 10: :
5: :
27/6/60



No. **H 887754**
New South Wales
MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900.)

D

(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.

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

State in full the name of the person who furnished the consideration monies.

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.

The description 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. Where these records are inadequate for the purpose, a suitable plan may be enclosed herewith, or furnished as an annexure signed by the parties and their signatures witnessed.

Where the consent of the local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

A very short note will suffice.

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 questioned the witness should sign the certificate on the back of this form.

As to instruments executed elsewhere, see Section 107 of the Real Property Act 1900, Section 168 of the Conveyancing Act, 1919-1984 and Section 52A of the Evidence Act 1898-1954.

Repeat attestation if necessary.

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

WE, **ARTHUR WILLIAM ADAM** of Wollstonecraft Bank Officer and **DOROTHY JOY ADAM** his wife

(herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder, in consideration of **ONE THOUSAND TWO HUNDRED POUNDS (£1,200)** (the receipt whereof is hereby acknowledged) paid to us by

AUSTIN JOHN KELLY and **FAY GWENNYTH KELLY**

do hereby transfer to

AUSTIN JOHN KELLY of 20 Rae Street Randwick Bank Officer and **FAY GWENNYTH KELLY** his wife
(herein called transferees as joint tenants.)

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

County.	Parish.	Reference to Title			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Fol.	
CUMBERLAND	MANLY COVE	PART	6838	140	Being that part of Lot B in plan annexed to Instrument of Transfer No. G45062 as is situated to the North of the area of land resumed by Notice of Resumption No. H187769 and being Lot 2 on Plan Marked MARKED "A"

AND the transferees hereby covenant as shown in Annexure marked "A"

ENCUMBRANCES, &c., REFERRED TO:

NIL.

Signed at *Sydney* the *21st* day of *June* 19*60*.

Signed in my presence by the transferors
AFE
WHO IS PERSONALLY KNOWN TO ME

Arthur William Adam
Dorothy Joy Adam
Transferors

Signed

Signed in my presence by the transferee s
AFE
WHO IS PERSONALLY KNOWN TO ME
Arthur William Adam

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.
A. Kelly
Fay Kelly
Transferee(s)

* 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. Page 34 of 67

THIS SPACE TO BE LEFT FREE FROM NOTATION.

187769

NOT TO BE ALTERED BY ERASURE—See Foot Note.

notice OK
1 578

This is the Annexure marked "A" referred to in Memorandum of Transfer dated ^{11th} day of ^{JUNE} 1960 from ARTHUR WILLIAM ADAM and DOROTHY JOY ADAM to AUSTIN JOHN KELLY and FAY GWENNYTH KELLY

g/h
g/h

AND the transferees hereby covenant for themselves and their assigns with ~~the~~ the transferors their executors administrators and assigns for the benefit of adjoining land owned by the Council of the Shire of Warringah and/or by the ~~transferors~~ ^{transferors} but only during the ownership thereof by the transferors their executors administrators and assigns other than Purchasers on sale ^{that} no fence shall be erected on the property hereby sold to divide it from such adjoining land without the consent of the transferors their executors administrators or assigns but such consent shall not be withheld if such fence is erected without expense to the transferors their executors administrators or assigns and in favour of any person dealing with the transferees or their assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected and this covenant may be released varied or modified by the owner or owners for the time being of such adjoining land.

D. J. Adam
.....

[Signature]
.....

Transferors

Fay Kelly
.....

[Signature]
.....

Transferees.

1.6357821

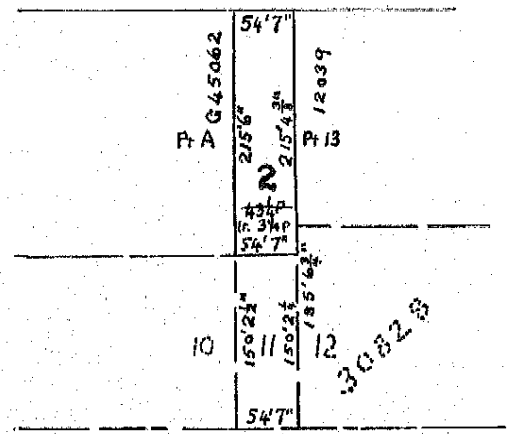
PLAN OF PART OF LAND IN CERTIFICATE
OF TITLE VOL. 6838 FOL. 140 BEING PARTS
OF LOT B IN PLAN ANNEXED TO DEALING
NO G 45062

H 887754

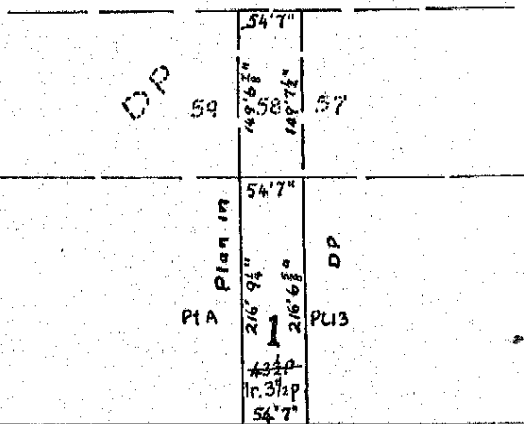
Mun. Shire City, WARRINGAH
 Town or Locality, BEACON HILL
 Parish, MANLY COVE
 County, CUMBERLAND Scale, 120 Feet to an Inch

Registered.....
 C.A.....
 Title System: Torrens
 Purpose: Redefinition
 Ref. Maps: Warringah Sh. 57
 Last Plan: G45062 (D.P. 12039)

IRIS (66 Ft Wide) STREET



DAREEN (66 Ft Wide) STREET



WARRINGAH ROAD

WARNING. Plan Drawing only to appear in this space.

WARNING. Plan Drawing only to appear in this space.

163578P.1

Signatures, Seals and Statements of Dedications and Easements.

I,,
 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

Signature.....
 Surveyor registered under Surveyors Act, 1929 as amended.
 Datum line of Azimuth.....

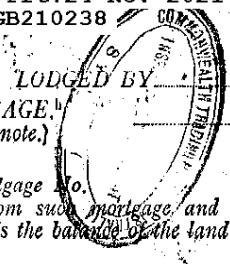
Approved by Council, I hereby certify that the requirements of the Local Government Act, 1919 (other than the requirements for registration of plans), have been complied with by the applicant in relation to the proposed subdivision and/or new roads set out herein.

Subdivision No.....Date.....
 Council Clerk.....

Sulwealth Bank

No. **887754**
 1. **3**

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



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

This discharge is appropriate to a transfer of part of the land in the Mortgage. The 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.

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

 who is personally known to me.

 Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY
 (To be signed at the time of executing the within instrument.)

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

Signed at _____ the _____ day of _____ 19 ____
 Signed in the presence of— _____

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

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.

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.

INDEXED 	MEMORANDUM OF TRANSFER <i>Subject to Covenant</i>	DOCUMENTS LODGED HEREWITH. To be filled in by person lodging dealing.	
	Checked by 	Particulars entered in Register Book, Volume <i>6838</i> Folio <i>140</i>	1 _____ 4 _____ 2 _____ 5 _____ 3 _____ 6 _____ Received Docs. Nos. Receiving Clerk.
	Passed (in S.D.B.) by 	Signed by <i>[Signature]</i> the <i>27th</i> day of <i>December</i> 19 <i>61</i> at _____ <i>28</i> minutes past <i>2</i> o'clock in the <i>after</i> noon. Registrar-General 	

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch	<i>[Initials]</i>	
Received from Registrar	<i>[Initials]</i>	
Draft written	<i>[Initials]</i>	
Draft examined	<i>[Initials]</i>	<i>6/12/61</i>
Diagram prepared	<i>[Initials]</i>	<i>14.12.61</i>
Diagram examined	<i>[Initials]</i>	<i>12/1/61</i>
Draft forwarded		
Supt. of Engrossers	<i>[Initials]</i>	<i>14/12</i>
Cancellation Clerk	<i>[Initials]</i>	
VOL. 8325		FOL. 12

EXTRA FEES
11-10
14 DEC 1961

FEES.
 The Fees, which are payable on lodgment, are as follows:—
 (a) £2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise £2 5s. 0d. 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 10s. is made in each of the following—
 (i) where a restrictive covenant is imposed; or
 (ii) a new easement is created; or
 (iii) a partial discharge of mortgage is endorsed on the transfer.
 (c) Where a new Certificate of Title must issue the scale charges are—
 (i) £2 for every Certificate of Title not exceeding 15 folios and without diagram; (ii) £2 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram; (iii) as approved where more than one simple diagram, or an extensive diagram will appear.
 Where the engrossing exceeds 15 folios, an amount of 5s. per folium, extra fee is payable.

Northern Beaches Council Planning Certificate – Part 2&5

Applicant: InfoTrack
GPO Box 4029
SYDNEY NSW 2001

Reference: MGB210238
Date: 24/11/2021
Certificate No. ePLC2021/9445

Address of Property: 59 Iris Street FRENCHS FOREST NSW 2086
Description of Property: Lot 2 DP 449408

Planning Certificate – Part 2

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

1. Relevant planning instruments and Development Control Plans

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

1.1a) Local Environmental Plan

Warringah Local Environmental Plan 2011

1.1b) State Environmental Planning Policies and Regional Environmental Plans

State Environmental Planning Policy 19 – Bushland in Urban Areas
State Environmental Planning Policy 21 – Caravan Parks
State Environmental Planning Policy 33 – Hazardous and Offensive Development
State Environmental Planning Policy 50 – Canal Estate Development
State Environmental Planning Policy 55 – Remediation of Land
State Environmental Planning Policy 64 – Advertising and Signage
State Environmental Planning Policy 65 – Design Quality of Residential Apartment Development
State Environmental Planning Policy No 70—Affordable Housing (Revised Schemes)
State Environmental Planning Policy (Affordable Rental Housing) 2009
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
State Environmental Planning Policy (Infrastructure) 2007

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
State Environmental Planning Policy (State and Regional Development) 2011
State Environmental Planning Policy (State Significant Precincts) 2005
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
State Environmental Planning Policy (Primary Production and Rural Development) 2019
State Environmental Planning Policy (Koala Habitat Protection) 2019
Sydney Regional Environmental Plan No 20-Hawkesbury-Nepean River (No 2-1997)
Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005
Sydney Regional Environmental Plan No 9-Extractive Industry (No 2-1995)

1.2 Draft Environmental Planning Instruments

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

1.2 a) Draft State Environmental Planning Policies

Draft State Environmental Planning Policy (Environment)
Draft State Environmental Planning Policy (Short-term Rental Accommodation) 2019
Amendment to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
Draft Remediation of Land State Environmental Planning Policy (intended to replace State Environmental Planning Policy 55)

1.2 b) Draft Local Environmental Plans

Planning Proposal - Manly Warringah War Memorial State Park (Wakehurst Parkway, Allambie Heights)

Applies to: Crown Land: Lots 76 and 77 DP 504237; Lot 2 DP 710023.

Outline: Proposed amendment to WLEP 2011 to:

- Amend Land Zoning Map to change the zoning from R2 (Low Density Residential) to RE1 (Public Recreation) for Lots 76 and 77 DP 504237, Lot 2 DP 710023.
- Amend Height of Building Map and Minimum Lot Size Map to remove the residential development standards for height and minimum lot size from all of the subject lots.

Council resolution: 28 May 2019, 29 September 2020

Gateway Determination: 21 February 2021

1.3 Development Control Plans

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

Warringah Development Control Plan 2011

2. Zoning and land use under relevant Local Environmental Plans

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

2.1 Zoning and land use under relevant Local Environmental Plans

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

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

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone R2 Low Density Residential

1 Objectives of zone

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

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

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

4 Prohibited

Any development not specified in item 2 or 3

Additional permitted uses

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

Nil

(e) Minimum land dimensions

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

(f) Critical habitat

The land does not include or comprise critical habitat.

(g) Conservation areas

The land is not in a heritage conservation area.

(h) Item of environmental heritage

The land does not contain an item of environmental heritage.

2.2 Draft Local Environmental Plan - if any

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

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

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

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

3. Complying Development

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

a) Housing Code

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

b) Rural Housing Code

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

c) Low Rise Housing Diversity Code

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

d) Greenfield Housing Code

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

e) Housing Alterations Code

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

f) General Development Code

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

g) Commercial and Industrial Alterations Code

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

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

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

i) Container Recycling Facilities Code

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

j) Subdivisions Code

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

k) Demolition Code

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

l) Fire Safety Code

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

m) Inland Code

Complying Development under the Inland Code does not apply to the land.

Note: Pursuant to clause 3D.1 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the Inland Code only applies to 'inland local government areas'. Northern Beaches local government area is not defined as an 'inland local government area' by *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

4, 4A (Repealed)

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

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

5. Mine Subsidence

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

6. Road widening and road realignment

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

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

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

Nil

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

Nil

7A. Flood related development control Information

- (1) The land is not within the flood planning area and subject to flood related development controls.
- (2) The land or part of the land is not between the flood planning area and the probable maximum flood and subject to flood related development controls.
- (3) In this clause—

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

8. Land reserved for acquisition

Environmental planning instrument referred to in Clause 1 does not make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

9. Contribution plans

The following applies to the land:

Northern Beaches Section 7.12 Contributions Plan 2019

9A. Biodiversity certified land

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

10. Biodiversity Stewardship Sites

The Council has not been notified by the Chief Executive of the Office of Environment and Heritage that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under

Part 5 of the *Biodiversity Conservation Act 2016* (includes land to which a biobanking agreement under Part 7A of the repealed *Threatened Species Conservation Act 1995* relates).

10A. Native vegetation clearing set asides

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

11. Bush fire prone land

Bush Fire Prone Land

The land is not bush fire prone land.

12. Property vegetation plans

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

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

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

14. Directions under Part 3A

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

15. Site compatibility certificates and conditions for seniors housing

- (a) There is not a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land.
- (b) No condition of consent applies to the property that limits the kind of people who may occupy the premises/ development. This refers only to consents granted after 11 October 2007 with conditions made in accordance with clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*.

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

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

17. Site compatibility certificate and conditions for affordable rental housing

- (a) There is not a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land.

- (b) There are not terms of a kind referred to in clause 17 (1) or 38 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

18. Paper subdivision information

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

19. Site verification certificates

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

20. Loose-fill asbestos insulation

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

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

Contact NSW Fair Trading for more information.

21 Affected building notices and building product rectification orders

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

In this clause:

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

building product rectification order has the same meaning as in the *Building Products (Safety) Act 2017*.

Additional matters under the Contaminated Land Management Act 1997

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

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

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

Planning Certificate – Part 5

ePLC2021/9445

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

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

Company Title Subdivision

Clause 4.1 of the *Pittwater Local Environmental Plan 2014*, *Warringah Local Environmental Plan 2011* or *Manly Local Environmental Plan 2013* provides that land may not be subdivided except with the consent of the Council. This includes subdivision by way of company title schemes. Persons considering purchasing property in the Northern Beaches local government area the subject of a company title scheme are advised to check that the land has been subdivided with the consent of the Council.

District Planning

Under the Greater Sydney Regional Plan – A Metropolis of Three Cities 2018, the Greater Sydney Commission sets a planning framework for a metropolis of three cities across Greater Sydney which reach across five Districts. Northern Beaches is located within the ‘Eastern Harbour City’ area and is in the North District which forms a large part of the Eastern Harbour City. The North District Plan sets out planning priorities and actions for the growth of the North District, including Northern Beaches. Northern Beaches Council’s Local Strategic Planning Statement gives effect to the District Plan based on local characteristics and opportunities and Council’s own priorities in the community. The Local Strategic Planning Statement came into effect on 26 March 2020.

Council Resolution To Amend Environmental Planning Instrument

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

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

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

Outline: Amends WLEP 2000 and WLEP 2011 to:

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

Council resolution: 24 February 2015

Planning Proposal - Pittwater Road and Albert Street, Narrabeen

Applies to: 1294 - 1300 Pittwater Road and 2 - 4 Albert Street, Narrabeen

Outline: Amends WLEP 2011 to:

- Amend Height of Building Map to increase height from 8.5m to 11m (excluding lot 1 DP613544 and part lot 8C DP200030).
- Amend Schedule 1 to allow “shop top housing” on the site.
- To seek an affordable housing contribution in conjunction with future redevelopment of the land.

Council resolution: 28 May 2019

Additional Information Applying To The Land

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

Nil

General Information

Threatened Species

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

Potential threatened species could include:

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

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

- Duffys Forest Ecological Community in the Sydney Basin Bioregion
- Swamp Sclerophyll Forest on Coastal Floodplain
- Coastal Saltmarsh of the Sydney Basin Bioregion
- Swamp Oak Floodplain Forest
- Bangalay Sand Forest of the Sydney Basin Bioregion
- Themeda grasslands on Seacliffs and Coastal Headlands
- Sydney Freshwater Wetlands in the Sydney Basin Bioregion
- Coastal Upland Swamp in the Sydney Basin Bioregion
- River-Flat Eucalypt Forest on Coastal Floodplains of the New South Wales North Coast, Sydney Basin and South East Corner Bioregions

Bush fire

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

Aboriginal Heritage

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

<http://www.environment.nsw.gov.au/licences/AboriginalHeritageInformationManagementSystem.htm>.

Coastal Erosion

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



Ray Brownlee PSM
Chief Executive Officer
24/11/2021

NOTE: If the schedules are detached, please staple to the inside of the front cover of this contract

Schedule 1. Particulars of Contract

ITEM

1. This contract is dated the 28 day of January 2019
2. **Owner(s)**
Name Gary Owen
Address 59 Iris Street, Frenchs Forest 2086
ABN _____ Fax _____
Phone (H) _____ (W) _____ (M) 0417 446 299
Email address gary.owen@optushome.com.au
3. **Builder(s)**
Name Baddock Building
Address 70 Kamboro Avenue, Davidson 2085
ABN 37 155 460 807 Builder's Licence No 282 655C
Phone (W) _____ Fax _____
Phone (M) 0424 081 060 HIA Membership No 1066020
Email address mark@baddockbuilding.com.au
4. (a) **Contract price**
Price excluding GST \$ 29,551.82
GST on the above amount \$ 2,955.18
The contract price is \$ 32,507.00
The contract price is GST inclusive
WARNING – The contract price may vary under this contract. The reasons for variations to the contract price may include:
 - Clause 5 – planning and building approvals;
 - Clause 6 – a survey being required;
 - Clause 14 – a consultant being engaged to report on the site conditions;
 - Clause 15 – an increase in a tax, charge or levy after this contract is signed;
 - Clause 18 – variations to the building works;
 - Clause 20 – an adjustment for prime cost items and provisional sum items.The contract price does not include the costs that the owner will have to pay to a third party for, conveying services to the site or connecting or installing services for use at the site.
Note: The builder cannot demand or receive any of the contract price (including the deposit) until warranty insurance is in force and the owner is provided with the certificate of insurance.
- (b) **Deposit (Clause 17.1)**
The deposit is: \$ 3250.70
The deposit must not exceed 10% of the contract price.

5. **The land**
The land is:

Lot 2 DP No. 449408

Certificate of Title _____

Street Address _____

Mortgages 1.

Lending Body _____ Amount \$ _____

Branch _____

Contact Name _____

Mortgages 2.

Lending Body _____ Amount \$ _____

Branch _____

Contact Name _____

6. **Building period** (Clause 12)

The building works must reach the stage of *practical completion* no more than: _____ working days/weeks (*delete one*) after the *building period* commences, subject to Clause 19.

7. **Initial period**

The owner must satisfy the essential matters in Clause 4 within the *initial period* being a period of _____ (*if nothing stated then 15 working days*)

Note: The builder does not need to commence on site until the essential matters are satisfied and may terminate the contract if the essential matters are not satisfied.

8. **Encumbrances, covenants and easements** (Clause 4)

The land containing the site is affected by the following encumbrances, covenants, easements and caveats. Please specify the substance of each encumbrance, covenant, easement and caveat and give details of any registrations where registered at the Titles Office.

9. **Sources of funds** (Clauses 4 and 7)

The contract price will be funded by:

The owner \$ 32,507.00

The lending body \$ _____

Other \$ _____

TOTAL FUNDS \$ 32,507.00

Note: The total funds are to equal the *contract price*.

Lending Body _____

Branch _____

Contact Name _____

10. **Development application and complying development certificate** (Clause 5)

The person to make and pay for all applications for development consent and/or a complying development certificate is: _____ (*if no person stated then the owner*)

11. **Liquidated damages** (Clause 32)

\$ _____ per working day calculated on a daily basis (*if nothing stated, then \$1*)

12. **Interest** (Clause 33)

Interest on late payments is 9 % (*if nothing stated then the post-judgment interest rate applicable to judgments in the NSW Supreme Court from time to time*)

13. **Builder's margin**

The builder's margin is 15 % (*if nothing stated then 20%*)

14. **Guarantors** (refer to page 30)

Schedule 2. Progress Payments

Some suggested stages for progress payments are set out below. These stages are not prescribed by law and may not be suitable for the *building works* to be carried out under this contract. If you want to use your own stages then you should complete the table on the next page.

- (a) **Floor slab complete:**
Footings poured. Stumps, piers or columns complete. Internal and external drainage complete. Electrical, gas and plumbing rough in below the floor complete. Floor slab poured.
_____ % _____ \$
- (b) **Roof frame complete:**
Wall frame complete and braced. Roof frame complete and braced. Fascia installed. Windows installed. All structural supports installed. Wall framing complete.
_____ % _____ \$
- (c) **Close up complete:**
All frames straightened. Windows nailed off. Electrical, gas and plumbing rough in complete. Bath installed. Front and back door complete with locks. Eaves, barge, external wall cladding and roof covering are fixed.
_____ % _____ \$
- (d) **Fixings complete:**
All internal architraves, skirtings, doors, cupboards and detailed joinery installed. Plasterboard finished, sanded and cornices fixed. Exterior downpipes fitted and penetrations complete. Decks and landings complete.
_____ % _____ \$
- (e) **Painting complete:**
All ceramic tiling installed. Interior and exterior painting completed.
_____ % _____ \$
- (f) _____ % _____ \$
- (g) **Practical completion:**
When the *building works* are complete except for minor omissions and defects that do not prevent the *building works* from being reasonably capable of being used for their usual purpose (ie all interior fit-off items installed including door furniture, robe rails, bathroom accessories, electrical, plumbing and gas-fit-off installed. House cleaned internally and externally. Site cleaned and all excess items removed from site).
_____ % _____ \$
- TOTAL** _____ **100 %** _____ \$
- Note: The total amount must be the same as the contract price.

Progress Payments Schedule

If you do not use the Schedule on page 4 then set out the stages for progress claims below:

STAGE:	PERCENTAGE	AMOUNT
1. <i>Deposit</i>	<i>10 %</i>	<i>\$ 3250.70</i>
2. <i>Completion of deck structure framing.</i>	<i>20 %</i>	<i>\$ 6501.40</i>
3. <i>Completion of deck.</i>	<i>20 %</i>	<i>\$ 6501.40</i>
4. <i>Delivery of windows and door units.</i>	<i>15 %</i>	<i>\$ 4876.05</i>
5. <i>Installation of windows.</i>	<i>15 %</i>	<i>\$ 4876.05</i>
6. <i>Installation of door units.</i>	<i>15 %</i>	<i>\$ 4876.05</i>
7. <i>Completion of scope of works.</i>	<i>5 %</i>	<i>\$ 1625.35</i>
8.		
TOTAL	100%	\$ 32,507.00

Note:

- The total amount must be the same as the contract price.
- The deposit is brought to account in the first progress payment.
- Progress stages must be stated in clear and plain language.

Schedule 3. Excluded Items (Clause 9)

The owner acknowledges that the builder is not responsible for the supply and installation of materials, goods or the provision of services that are listed below.

- Any landscaping including retaining wall.
- Any asbestos removal
- Rendering
- Painting
- Electrical / Plumbing works
- Excavation of any rock.

Schedule 4. Description of Work

Insert brief description of the building works:

- Build deck as per quote - QU-0162.
- Carry out demolition and supply/install 4 new windows as per quote - QU-0163.
- Carry out demolition and supply/install 2 new sliding door units as per quote - QU-164.

The building works are described in detail in the plans and specifications.

Schedule 5. Other contract documents

In addition to these general conditions, any special conditions, the plan and specifications, the following documents form part of this contract.

- Quote documents - QU-0162
- QU-0163
- QU-0164.
- Email correspondence.
- Design drawings.

Schedule 6. Warranty Insurance

Note: The builder must not carry out any building work or demand or receive any part of the contract price until warranty insurance is in force and the owner is provided with the certificate of insurance.

Insurer name: _____

Cost of insurance under Part 6 of the Home Building Act 1989 (or alternative indemnity product under Part 6B of the Home Building Act 1989) is \$ _____

ATTACH CERTIFICATE HERE

Except for the builder's interest in this contract and the legal requirement for warranty insurance to be arranged in respect of the building works, the builder receives no benefit in relation to arranging such insurance.



**Warringah
Council™**

12 November 2007

Lifestyle Home Designs
Suite 10, Level 1
14 Narabang Way
BELROSE NSW 2085

2007/0997
SM (PDS)

Dear Sir / Madam,

**RE: 59 Iris Street, Frenchs Forest
DEVELOPMENT APPLICATION NO. 2007/0997
Alteration and additions to an existing dwelling including a new shed**

We are writing to advise you that the abovementioned Development Application has now been determined. The formal consent notice and plans are now available for collection at Council's Customer Service Centre. The Customer Service Centre is open between 8.30am and 5pm Monday to Friday (excluding Public Holidays).

It is Council's policy not to forward these documents by mail to ensure safe receipt. Please note that Council can only release the consent to the applicant, nominated on the application form. Please bring this letter (original only) with you for identification purposes. If the person collecting the consent is not the applicant, then they must present a letter of authorisation from the applicant as well as photo identification. The consent cannot be released to the owner if they are not the applicant unless they have written authorisation from the applicant.

Please read your Development Consent carefully. It contains important information and conditions that must be complied with at various stages of the development.

Once you have collected your Development Consent, the following steps will apply:

1. Obtain a Construction Certificate. Construction Certificates may be sought from Council or an Accredited Certifier.

Please note that if you wish Council to issue a certificate, the appropriate forms and checklist of information to be submitted is enclosed in the determination kit. For applicable fees please refer to the Fees and Charges found on Council's website or by phoning Council's Customer Service Centre.

You may obtain a quote from an Accredited Certifier as to the cost and timeframe for the issue of a Construction Certificate if you wish.

Prior to the collection of the Construction Certificate, the following payments will be required:

Builders Road/Kerb Security Bond	\$1000.00	Office Use 6260
Kerb Security Inspection Fee	\$200.00	6080
Section 94A Contribution	\$2500.00	
Long Service Levy (see 2 below)	0.35% of the value of building and construction works	6000
Inspection Fees (If Council is selected as PCA)	\$275 per inspection	6130

Section 94 Estimation

Warringah Section 94A Development Contributions Plan			
Contribution based on total development cost of		\$	250,000.00
Contribution - all parts Warringah	Levy Rate	Contribution Payable	Council Code
Total S94A Levy	0.45 %	\$2,375	6923
S94A Planning and Administration	0.05 %	\$125	6924
Total	0.5%	\$2,500	

"Section 94 Contribution as specified is adjusted quarterly in line with CPI".

If Council is not your Accredited Certifier, these must be paid at Council before the Accredited Certifier can issue your Construction Certificate.

- Please note that a Long Service Levy Payment for all building work valued over \$25,000 is payable prior to collection of your certificate. The Levy rate is 0.35% of the total cost of the work, this is an estimate only and is subject to change. The levy is payable before your Construction Certificate is issued and applies to Development Applications assessed by Council or Private Certifiers. The Construction Certificate is required following Development Consent to enable you to begin work on your project.

Please note also that requests for exemptions or reductions in the Levy must be applied for at the Long Service Payments Corporation - not at Council. Written confirmation in the form of a receipt from the Long Service Payments Corporation or a letter indicating exemption is granted will need to be presented before collecting a Construction Certificate.

- Before construction begins, your Construction Certificate must be collected and fees paid, then a Principal Certifying Authority (PCA) must be nominated at least two days in advance. This can be either Council or an Accredited Certifier. Nominations should be made on the attached PCA Form, which should be lodged after your Construction Certificate has been approved. The PCA is responsible for coordinating and taking responsibility for stages of construction, advising Council of critical inspections, compliance checking, certification and use after the building is occupied. **Please note that nomination of a PCA is mandatory.**

If Council is not nominated as the PCA, Council must be advised at least two (2) days in advance of work commencing with a completed Principal Certifying Authority (PCA) form and a payment of \$30.00. (receipt code 6190).

If you nominate the Council as your PCA, the following inspections and fees may apply and will be required to be paid at the time of lodging the PCA Form:

Critical Stage Inspections - Mandatory

For class 1 & 10 buildings, you must contact Council (if the Council is nominated PCA) to inspect:

- At the commencement of the work, and \$275.00
- After excavation for, and prior to the placement of any footings, and \$275.00
- Prior to pouring any in-situ reinforced concrete building element, and \$275.00
- Prior to covering of the framework for any floor, wall roof or other building element, and \$275.00
- Prior to covering waterproofing in any wet areas, and \$275.00
- Prior to covering any stormwater drainage connections, absorption pits and other drainage works, and \$275.00
- After the building work has been completed and prior to any Occupation Certificate being issued in relation to the building. \$275.00

The above are the mandatory inspections that may apply if Council is nominated as the PCA. The fees are quoted on the basis of the level of information submitted with your DA and Council's current fees and charges, which are reviewed annually. Please note that the figures quoted above may be subject to change depending on the scope of work.

If you require a receipt for taxation purposes, please notify Council's cashier at the time of payment.

Should you require any further information on this matter, please contact Ritu Shankar between the hours of 9.30am and 10.30am or 3.00pm and 4.00pm, Monday to Friday, on telephone number 9942 2111, or at any time on facsimile number 9971 4522.

Details of development applications lodged after July 1, 2005 are also available online, to access this facility please visit our DA's Online System at www.warringah.nsw.gov.au.

Yours faithfully



for Ryan Cole
Team Leader, Development Assessment
Planning and Development Services

NOTE: If the schedules are detached, please staple to the inside of the front cover of this contract

Schedule 1. Particulars of Contract

ITEM

1. This contract is dated the 21st day of SEPTEMBER 20 12

2. Owner(s) (Clause 1)

Name GARY OWEN

Address 59 RUS STREET ARLING FOREST

ABN _____ Fax _____

Phone (H) 02 9452 263 (W) 0 (M) 0417 446 299

Email address gary.owen@optushome.com.au

3. Builder(s) (Clause 1)

Name BYLDON PTY LTD.

Address 34 BINBURA AVENUE ARLING NSW 2107

ABN 47120 299 103 Builder's Licence No 209827C

Phone (W) 02 9918 7024 Fax 029913 3609

Phone (M) 0414 954 550 HIA Membership No _____

Email address byldon@netnet.com.au

4. (a) Contract price (Clause 1)

Price excluding GST \$ 87961.20

GST on the above amount \$ 8796.12

The contract price is \$ 96757.32

The contract price is GST inclusive

WARNING – The contract price may vary under this contract. The reasons for variations to the contract price include:

- Clause 7 – planning and building approvals;
- Clause 10 – a survey being required;
- Clause 12 – a consultant being engaged to report on the site conditions;
- Clause 13 – an increase in a tax, charge or levy after this contract is signed;
- Clause 17 – variations to the building works;
- Clause 21 – an adjustment for prime cost items and provisional sum items.

Note: The builder cannot demand or receive any of the contract price (including the deposit) until warranty insurance is in force and the owner is provided with the certificate of insurance.

(b) Deposit (Clause 15.1)

The deposit is: \$ 4800.00

The deposit must not exceed 5% if the contract price is more than \$20,000 or 10% if the contract price is \$20,000 or less.

BASIX[®] Certificate

Building Sustainability Index www.basix.nsw.gov.au

Alterations and Additions

Certificate number: A150114

This certificate confirms that the proposed development will meet the NSW government's requirements for sustainability, if it is built in accordance with the commitments set out below. Terms used in this certificate, or in the commitments, have the meaning given by the document entitled "BASIX Alterations and Additions Definitions" dated 29/9/2006 published by Department of Planning. This document is available at www.basix.nsw.gov.au

Director-General

Date of issue: Monday, 29, October 2012

To be valid, this certificate must be lodged within 3 months of the date of issue.



Project address	
Project name	Mr & Mrs OWEN
Street address	59 Iris Street FRENCHS FOREST 2086
Local Government Area	Warringah Council
Plan type and number	Deposited Plan 449408
Lot number	2
Section number	0
Project type	
Dwelling type	Separate dwelling house
Type of alteration and addition	My renovation work is valued at \$50,000 or more, and does not include a pool (and/or spa).

THIS PLAN / DOCUMENT FORMS
PART OF FORM BUILDING
CERTIFIERS CC / CDC

Certificate Prepared by (please complete before submitting to Council or PCA)
Name / Company Name: Gary Owen
ABN (if applicable): N/A

5. The land (Clause 1)
The land is: Lot _____ DP No. _____
Certificate of Title _____
Street Address S9 1615 ST PETERS AVEONS ROSEN

Mortgages 1. Lending Body _____ Amount \$ _____
Branch _____
Contact Name _____
2. Lending Body _____ Amount \$ _____
Branch _____
Contact Name _____

6. Encumbrances, covenants and easements (Clause 4)
The land containing the site is affected by the following encumbrances, covenants, easements and caveats. Please specify the substance of each encumbrance, covenant, easement and caveat and give details of any registrations where registered at the Titles Office.
N/A.

7. Sources of funds (Clauses 4 and 5)
The contract price will be funded by:
The owner \$ 96757.32.
The lending body \$ _____
Other \$ _____
TOTAL FUNDS \$ 96757.32
Note: The total funds are to equal the contract price.

8. Builder's margin (Clause 1)
The builder's margin is: 20 % (if nothing stated then 20%)

9. Other Statutory Obligations (Clause 4)
The owner has to satisfy the following statutory obligations within the initial period:

10. Interest (Clause 16)
Interest on late payments is _____ %
(if nothing stated then the rate applicable to unpaid judgements in the NSW Supreme Court from time to time)

11. Development application and complying development certificate (Clause 7)
The person to make and pay for all applications for development consent and/or a complying development certificate is: _____ (if no person stated then the builder)

12. Contract period (Clauses 1 and 9)
The building works must reach the stage of practical completion no more than _____ working days/weeks (delete one) after the contract period (Clause 8) commences, subject to Clause 9.

13. Liquidated damages (Clause 30)
\$ N/A per working day calculated on a daily basis (if nothing stated then \$1)

14. Other contract documents (Clause 1)
In addition to these general conditions, any special conditions, the plans and the specifications, the following documents form part of this contract.

- QUOTE PAPER 2152 SEPT 2012
-
-

15. Initial period (Clause 4)
The owner must satisfy the essential matters in Clause 4 within the initial period being a period of: _____ (if nothing stated then 15 working days).

The builder does not need to commence on site until the essential matters are satisfied and may terminate the contract if the essential matters are not satisfied.

16. Guarantors (refer to page 29)
1

INITIALS: CG SP

INITIALS: CG MM

Signatures

This contract is made between the owner and the builder.

The schedules form part of this contract.

The Consumer Building Guide in Attachment B does not form part of this contract.

The parties have signed this contract on the date stated in Item 1 of Schedule 1.

The owner has received the Checklist in Attachment A and the Consumer Building Guide in Attachment B before signing this contract.

The owner has read and understood this contract.

OWNER 1
Name: <u>GARY OWEN</u>
Signature: <u>[Signature]</u>
Witness's signature: <u>[Signature]</u>
Witness's name and address: <u>JOANNE OWEN</u> <u>S9 KRIS ST HONCHES FOREST</u>

OWNER 2
Name: <u>JOANNE OWEN</u>
Signature: <u>[Signature]</u>
Witness's signature: <u>[Signature]</u>
Witness's name and address: <u>GARY OWEN</u> <u>S9 KRIS ST HONCHES FOREST</u>

Note: The builder must not demand or receive any part of the contract price until warranty insurance is in force and the owner is provided with the certificate of insurance.

Please note:

- Where a company is signing: "by A. Smith, Director", "Signed for and on behalf of XYZ Pty Ltd".
- Where a partnership is signing: "Enterprises by Andrew Smith, partner. Signed for and on behalf of Andrew Smith and Jane Smith".

Do not sign if a photocopy - it is a breach of HIA's copyright and may make you liable to pay damages

Statement setting out the owner's right to withdraw from this contract under section 7BA of the Home Building Act.

This contract may be subject to a cooling off period that entitles the owner to rescind this contract by giving a notice in writing as required by Section 7BA of the Home Building Act:

- If the owner has been given a copy of the signed contract - at any time before the expiration of 5 clear business days after the owner is given a copy of the signed contract; or
- If the owner has not been given a copy of the signed contract within 5 days after the contract has been signed - at any time before the expiration of 5 clear business days after the owner becomes aware that the owner is entitled to be given a copy of the signed contract.

If the owner exercises the right to cool off then this contract is rescinded and the builder is entitled to a reasonable price for the work carried out under the contract until the date the contract is rescinded.

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GO [Signature]

GO [Signature]



LETTER OF HYDRAULIC ADEQUACY

Ref.: 12.104-001-cl

19th March 2012

Att: Jeremy Adams
LIFESTYLE HOME DESIGNS
Level 1
10 / 14 Narabang Way
BELROSE NSW 2086

Dear Jeremy,

PROPOSED ALTERATIONS
59 IRIS STREET, FRENCHS FOREST NSW 2086

I hereby certify, for and on behalf of E2 Civil And Structural Design Pty Ltd, that the above mentioned stormwater system drainage is hydraulically adequate for its intended purpose. This certification is limited to the civil elements being constructed in accordance with the following:

- The increase in impervious area for the proposed alterations is 0m².
- Downpipe connection shall be direct to the existing drainage system as required.
- All components shall be in accordance with the following:
 - AS3500.3.2: National Plumbing & Drainage: Stormwater Drainage – Acceptable Solutions.
 - Building Code of Australia (Section 3.1.2 Drainage)
- Gutter guards shall be installed in accordance with the AS3500.3.2.
- All existing drainage system components shall be in clear & working order.
- External areas shall be directed away from the residence so as to prevent ponding

Based on the above parameters, we hereby certify that the civil components are adequate under the imposed loading provided that they are constructed in accordance with the relevant Australian Standards and the current edition of the Building Code of Australia.

Yours faithfully,

Christopher J. Errington
BE(Hons) MIEAust CPEng RPEQ RBP
Member No: 2537063
DIRECTOR

PROPOSED ALTERATIONS
59 IRIS STREET, FRENCHS FOREST NSW 2086
E2 CIVIL AND STRUCTURAL DESIGN PTY LTD

www.E2design.com.au | P.O. Box 608 Waverley NSW 2024 | m 0420 947 978 | p 02 8594 6111 | f 02 8089 1051 | e info@E2design.com.au | ABN 73 145 358 265

NOTES

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL FINISHES ARE TO BE AS SHOWN ON THE DRAWINGS.
3. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE AS APPROVED BY THE LOCAL AUTHORITY.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

COMPLYING DEVELOPMENT SITE RATIOS - PROPOSED:

100%
174.5%
64.5%
33.7%
200.5%
27.5%
60.5%
69.5%
147.5%
429.5%
55.0%
41% 0.5%

COMPLYING DEVELOPMENT FLOOR AREA CALCULATIONS:

100%
174.5%
64.5%
33.7%
200.5%
27.5%
60.5%
69.5%
147.5%
429.5%
55.0%
41% 0.5%

BASIC INFORMATION

PROJECT: MR & MRS OWEN ALTERATIONS & ADDITIONS LOT 2 D.P. 449408 FRENCHS FOREST N.S.W. 2086

CLIENT: MR & MRS OWEN

DESIGNER: LIFE ARCHITECTURE

DATE: 2018

COMMENTS:

The drawings are prepared in accordance with the requirements of the Local Government Act 1995 and the Environmental Planning and Assessment Act 1979.

LEGEND:

1. EXISTING BUILDING

2. PROPOSED BUILDING

3. PROPOSED DRIVEWAY

4. PROPOSED PARKING

5. PROPOSED LANDSCAPING

SCALE: 1:100

DATE: 2018

PROJECT NO.: 1166 CD 01

CLIENT: MR & MRS OWEN

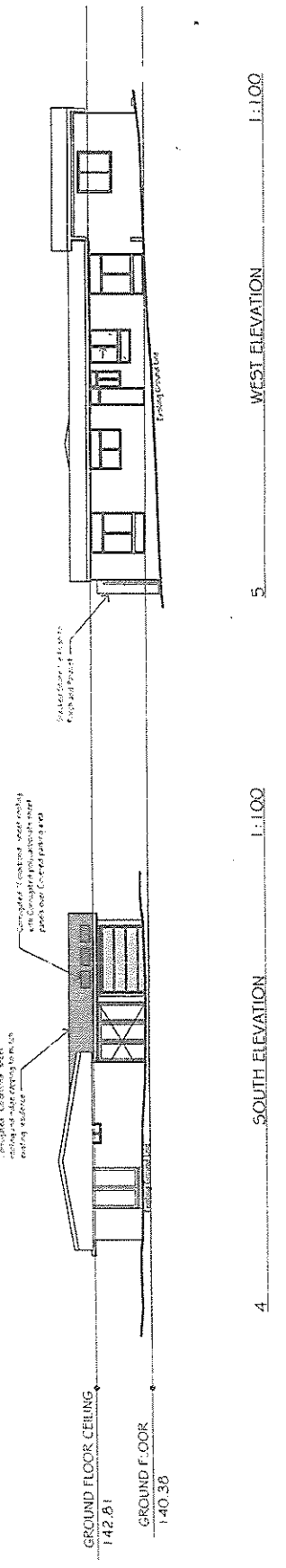
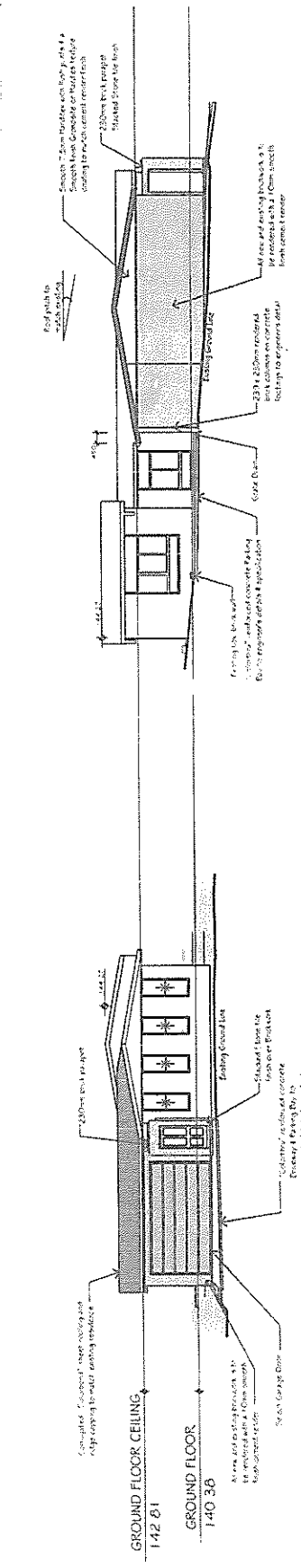
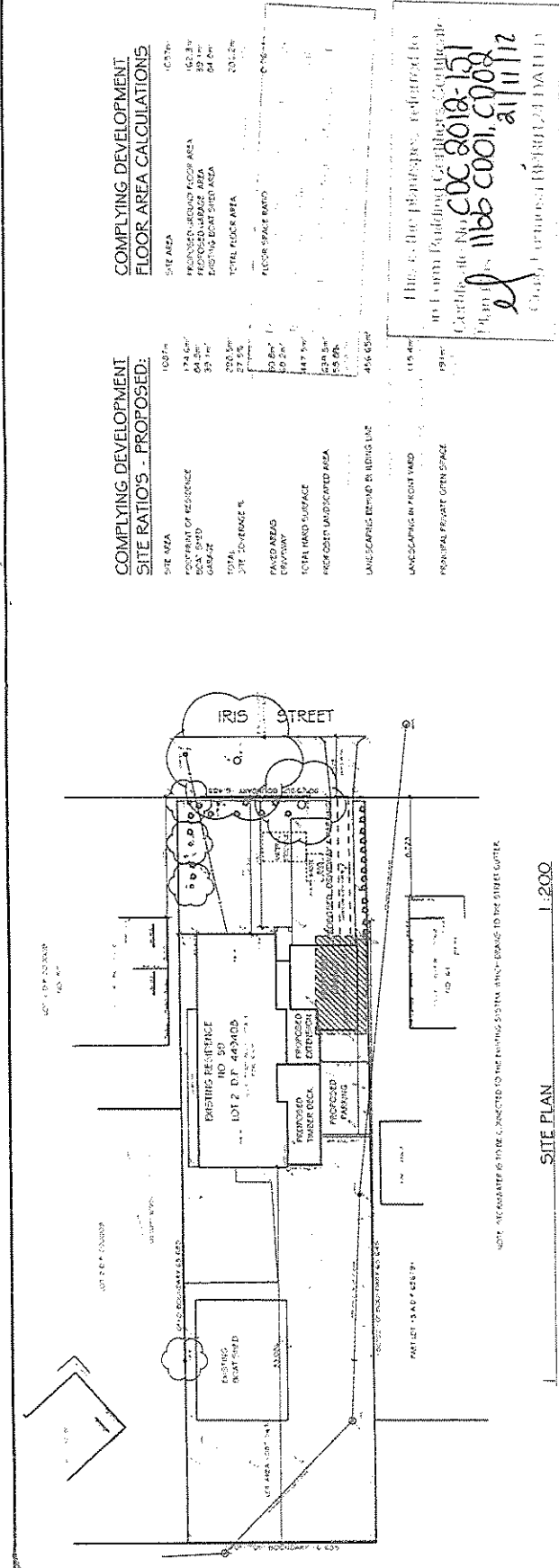
PROJECT: ALTERATIONS & ADDITIONS LOT 2 D.P. 449408 FRENCHS FOREST N.S.W. 2086

DESIGNER: LIFE ARCHITECTURE

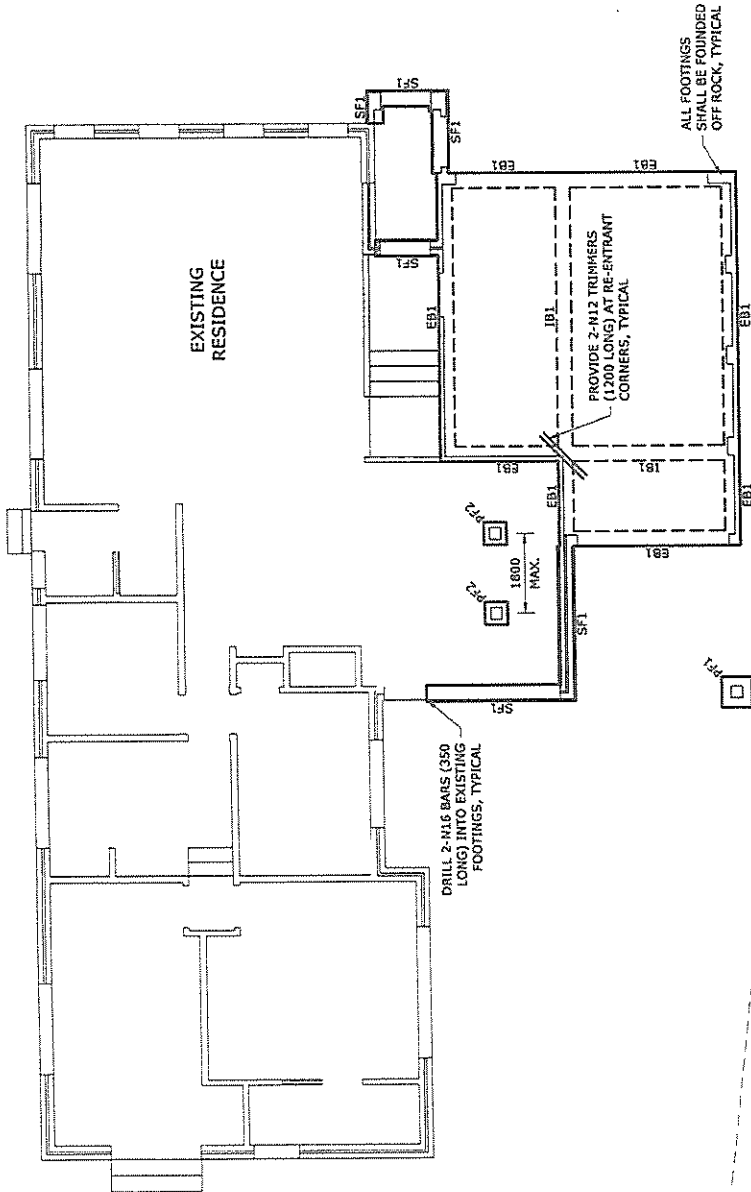
DATE: 2018

PROJECT NO.: 1166 CD 01

SCALE: 1:100



DO NOT SCALE FROM DRAWINGS - USE ONLY FIGURED DIMENSIONS



GROUND FLOOR RAFT SLAB & FOOTING PLAN 1:100

- 100 thick slab with S182 mesh top continuous throughout.
- 2M12 (1200 long) Trimmer bars shall be located at all re-entrant corners, typical.
- Extra bars as noted on plan & sections.
- 25 MPa Minimum concrete strength, typical unless noted otherwise.
- Site preparation shall be carried out in accordance with the current edition of AS2870 Residential slabs & footings construction code & with the general notes.
- Reinforcement cover to the ground floor slab shall be as follows:
 - 40mm - To unprotected ground
 - 40mm - To external exposure
 - 30mm - To a vapor barrier in contact with the ground
 - 30mm - To internal exposure

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REV	GENERAL REVISIONS	DATE
A		12.11.12

AMENDMENT DESCRIPTION

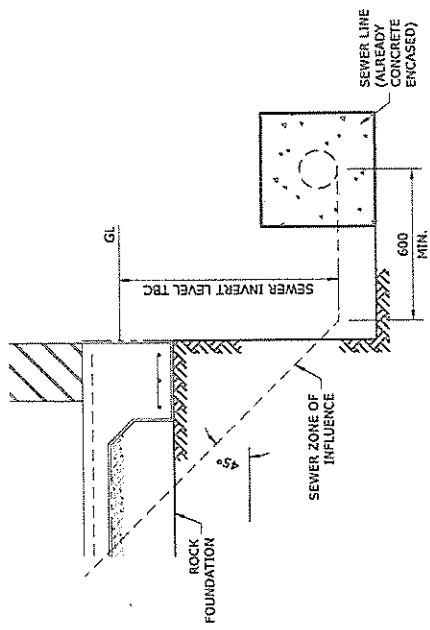
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E2 CIVIL AND STRUCTURAL DESIGN

LIFESYME HOME DESIGNS

CLIENT: **OWENS**
PROJECT NAME: **PROPOSED ALTERATIONS 59 IRIS STREET FRENCHS FOREST NSW**

DRAWING TITLE: Ground Floor Raft Slab & Footing Plan		DESIGN: CJE	REV: A
SCALE: 1:100	DATE: 19 Mar 2012	SIGNED:	
PROJECT: 12.104 S2		DRAWING:	



FOOTINGS ADJACENT TO SEWER DETAIL 1:20

DESIGN CRITERIA:
 M Site Soil Classification = W33 (N2)
 W Wind Classification = EXISTING
 Full Masonry Construction Type = PROPOSED
 Articulated Masonry Veneer
 Roof Cladding Type = Metal Sheet
 (As per the Consent & Concrete Assumption of Approval)

EXPOSURE CLASSIFICATION:
 Interior Surfaces = A1
 Exterior Surfaces = B1

FOOTING NOTE:
 All footings shall be founded directly off rock. The footings shall be installed to engineers approval.

For the purposes indicated in Form Building Conditions Certificate No. **COC 8018-161** dated **18.01.12** and **21.01.12** under Licence No. **121112**

**Home Warranty Insurance
Certificate of Insurance**



**Home Warranty
Insurance Fund**

QBE Insurance (Australia) Ltd
Level 3, 85 Harrington St
SYDNEY NSW 2000
Phone: 1300 790 723
Fax: 02 8275 9330
ABN: 78 003 191 035
AFS License No: 239545



Policy Number BN0031760BWI-5

GARY OWEN & JOANNE OWEN
59 IRIS STREET
FRENCHS FOREST NSW 2086

Name of Intermediary
AON HIA (NSW/ACT)
GPO BOX 2188
CANBERRA ACT 2601

Account Number
BN0006684
Date Issued
24/09/2012

Policy Schedule Details

Certificate in Respect of Insurance

Residential Building Work by Contractors

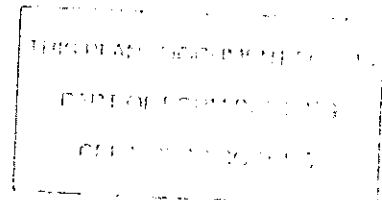
A contract of insurance complying with sections 92 and 96 of the Home Building Act 1989 has been issued by QBE Insurance (Australia) Limited as agent for and on behalf of the NSW Self Insurance Corporation (SICorp) (ABN 97 369 689 650) who is responsible for management of the Home Warranty Insurance Fund.

In Respect of	ALTERATIONS AND ADDITIONS STRUCTURAL
At	59 IRIS STREET FRENCHS FOREST NSW 2086
Carried Out By	BUILDER BYLDAN ENTERPRISES PTY LTD ABN: 47 120 299 103
Declared Contract Price	\$96,758.00
Contract Date	21/09/2012
Builders Registration No.	U209827C
Building Owner / Beneficiary	GARY OWEN & JOANNE OWEN

Subject to the Act and the Home Building Regulation 2004 and the conditions of the insurance contract, cover will be provided to the Building Owner/Beneficiary named in the domestic building contract and to the successors in title to the Building Owner/Beneficiary or the immediate successor in title to the contractor or developer who did the work and subsequent successors in title.

Signed for and on behalf of NSW Self Insurance Corporation (SICorp)

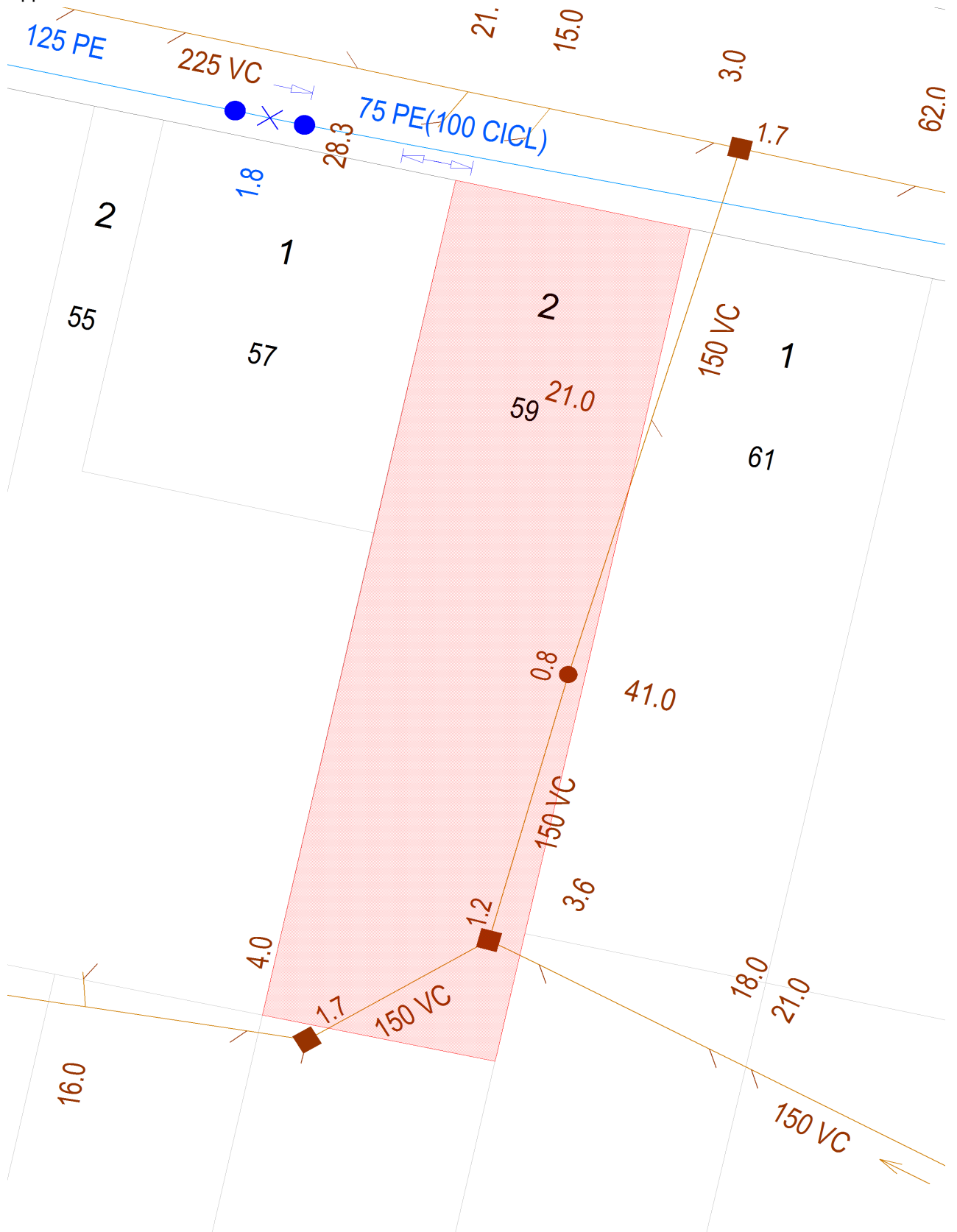
Ty Ayscough



IMPORTANT NOTICE:

In addition to this certificate of insurance, a policy wording which outlines the terms and conditions of the cover provided is available from the HWIF website. To access that policy wording visit www.homewarranty.nsw.gov.au

Service Location Print
Application Number: 1319008



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Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a Sewer service diagram.

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

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Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

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