

Contract for the sale of land – 2005 edition

TERM

MEANING OF TERM

Vendor's agent **Skyline Real Estate** Phone: 02 9452 3444
Suite 3-7/14 Frenchs Forest Road, Frenchs Forest, Fax: 02 9452 4555
NSW 2086 Ref: **Stuart Bath**

Co-agent

Vendor **Matthew Charles Sydenham and Jennifer Elizabeth Sydenham**
8 Cobb Street, Frenchs Forest, NSW 2086

Vendor's Solicitor **Emmerson & Emmerson** Phone: (02) 9452 1022
Forestway Centre Suite 9, Forest Way, Frenchs Fax: (02) 9975 2549
Forest NSW 2086 Ref: **CK:JF:2334**

Completion date **42nd day after the contract date** (clause 15)

Land **8 Cobb Street, Frenchs Forest 2086**
(Address, plan details and title reference) **Registered Plan: Lot 29 Plan DP30700**
Folio Identifier 29/30700

Improvements VACANT POSSESSION subject to existing tenancies
 HOUSE garage carport home unit carspace none
 other:

Attached copies Documents in the List of Documents as marked or as numbered:
 Other documents:

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

Inclusions blinds curtains insect screens stove
 built-in wardrobes dishwasher light fittings pool equipment
 clothes line fixed floor coverings range hood TV antenna
 other:

Exclusions

Purchaser

Purchaser's solicitor

Price \$ _____
Deposit \$ _____ (10% of the price, unless otherwise stated)
Balance \$ _____
Contract date _____ (if not stated, the date this contract was made)

Vendor _____

Witness _____

GST AMOUNT (optional)

The price includes

GST of: _____

Purchaser JOINT TENANTS tenants in common in unequal shares

Witness _____

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

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

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

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

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

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 24 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 25 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 26 strata by-laws not set out in <i>legislation</i>
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 27 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 28 strata management statement
<input checked="" type="checkbox"/> 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)	<input type="checkbox"/> 29 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 7 section 149(5) information included in that certificate	<input type="checkbox"/> 30 property certificate for neighbourhood property
<input checked="" type="checkbox"/> 8 sewerage connections diagram	<input type="checkbox"/> 31 plan creating neighbourhood property
<input type="checkbox"/> 9 sewer mains diagram	<input type="checkbox"/> 32 neighbourhood development contract
<input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 33 neighbourhood management statement
<input type="checkbox"/> 11 section 88G certificate (positive covenant)	<input type="checkbox"/> 34 property certificate for precinct property
<input type="checkbox"/> 12 survey report	<input type="checkbox"/> 35 plan creating precinct property
<input type="checkbox"/> 13 section 317A certificate (certificate of compliance)	<input type="checkbox"/> 36 precinct development contract
<input type="checkbox"/> 14 building certificate given under <i>legislation</i>	<input type="checkbox"/> 37 precinct management statement
<input type="checkbox"/> 15 insurance certificate (Home Building Act 1989)	<input type="checkbox"/> 38 property certificate for community property
<input type="checkbox"/> 16 brochure or note (Home Building Act 1989)	<input type="checkbox"/> 39 plan creating community property
<input type="checkbox"/> 17 section 24 certificate (Swimming Pools Act 1982)	<input type="checkbox"/> 40 community development contract
<input type="checkbox"/> 18 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 41 community management statement
<input type="checkbox"/> 19 other document relevant to tenancies	<input type="checkbox"/> 42 document disclosing a change of by-laws
<input type="checkbox"/> 20 old system document	<input type="checkbox"/> 43 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 21 Crown tenure card	<input type="checkbox"/> 44 document disclosing a change in boundaries
<input type="checkbox"/> 22 Crown purchase statement of account	<input type="checkbox"/> 45 certificate under Management Act – section 109 (Strata Schemes) or section 26 (Community Land)
<input type="checkbox"/> 23 Statutory declaration regarding vendor duty	

WARNINGS

- 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

AGL Gas Networks Limited	Government Business & Government Procurement	Public Works Dept
Council	Heritage Office	Roads & Traffic Authority
County Council	Infrastructure Planning and Natural Resources	Rural Lands Protection Board
East Australian Pipeline Limited	Land & Housing Corporation	Sustainable Energy Development
Education & Training Dept	Mine Subsidence Board	Telecommunications authority
Electricity authority	Owner of adjoining land	Water, sewerage or drainage authority
Environment & Conservation Dept	Primary Industries Department	
Fair Trading	RailCorp	

If you think that any of these matters affects the property, tell your solicitor.
- A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 1987 or the Retail Leases Act 1994.
- If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
- If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
- 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.
- The purchaser will usually have to pay stamp duty on this contract. ~~The sale will also usually be a vendor duty transaction.~~ If duty is not paid on time, a party may incur penalties.
- If the purchaser agrees to the release of deposit any rights in relation to the land (for example, the rights mentioned in clause 2.8) may be subject to the rights of other persons such as the vendor's mortgagee.
- The purchaser should arrange insurance as appropriate.

DISPUTES

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

AUCTIONS

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

WARNING SWIMMING POOLS

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

WARNING SMOKE ALARMS

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

For example, as purchaser you should be satisfied that finance will be available at the time of completing the purchase (even if settlement might occur many months after signing this contract – in particular, if you are buying off the plan).

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

SECTION 66W CERTIFICATE

I, _____ of _____, _____, certify as follows:-

1. I am a _____ currently admitted to practise in New South Wales.
2. 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 at **8 Cobb Street, Frenchs Forest**, from **Matthew Charles Sydenham and Jennifer Elizabeth Sydenham** to _____ in order that there is no cooling off period in relation to that Contract.
3. I do not act for **Matthew Charles Sydenham and Jennifer Elizabeth Sydenham** and am not employed in the legal practice of a solicitor acting for **Matthew Charles Sydenham and Jennifer Elizabeth Sydenham** nor am I a member or employee of a firm of which a Solicitor acting for **Matthew Charles Sydenham and Jennifer Elizabeth Sydenham** is a member or employee.
4. I have explained to :
 1. the effect of the Contract for the purchase of that property;
 2. the nature of this Certificate;
 3. the effect of giving this Certificate to the vendor, ie. that there is no cooling off period in relation to the Contract.

DATED:

.....

CONDITIONS OF SALE BY AUCTION

If the property is or is intended to be sold at auction:

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller 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 seller.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - (f) 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.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) Subject to subclause (2A), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".
- (2A) The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
 - (a) More than one vendor bid may be made to purchase the interest of a co-owner.
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.

- (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
- (3) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock:

The purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price:

- (a) if that amount can reasonably be determined immediately after the fall of the hammer – before the close of the next business day following the auction, or
- (b) if that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

SPECIAL CONDITIONS

MATTHEW CHARLES SYDENHAM and JENNIFER ELIZABETH SYDENHAM

Vendor

Purchaser

Property: 8 COBB STREET, FRENCHS FOREST

30 GENERAL

The parties agree that:

- 30.1 In clause 1 the words 'a building society, credit union or other FCA institution as defined in the Cheques Act 1986; that carries on business in Australia; or' are deleted.
- 30.2 Clause 7.1.1 is amended by altering 5% to read 1%.
- 30.4 Clause 16.5 is amended by deleting 'plus another 20% of that fee'.
- 30.5 Clause 16.6 is amended by adding after the last word 'providing that the uncleared Certificate is received ten (10) days prior to the date of settlement, otherwise the purchaser must accept an undertaking on settlement that the land tax certificate will be cleared within 14 days after settlement'.
- 30.6 Clause 16.8 is amended by deleting '\$10' and substituting '\$8'.
- 30.7 Clause 16.12 is deleted.
- 30.8 Clause 23.9.3 is amended by deleting 'or before completion'.
- 30.9 Clause 23.13 and 23.14 is amended by deleting '7' and replacing with '5'.
- 30.10 Clause 23.18.1 is deleted.
- 30.11 Printed clause 18 is amended by adding the following;

Clause 18.8 'The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property'.

31 CONDITION OF PROPERTY

- 31.1 The Purchaser acknowledges that it is satisfied as to the approved and capable use and condition of the property and is purchasing the property in its present condition and state of repair (subject to fair wear and tear), and;
- 31.2 The Purchaser acknowledges that it is purchasing the property subject to all defects (if any) latent or patent, including:
 - (a) All infestations and dilapidations (if any)
 - (b) Existing services (if any) and defects therein, their location and the absence of any rights or easements in respect thereof;

- (c) The presence of any sewer or manhole or vent on the property;
- (d) Any rainwater downpipes being connected to the sewer, and/or;
- (e) Compliance or otherwise with any covenants

disclosed or not disclosed herein, and the Purchaser cannot make a claim, objection or requisition, rescind or terminate or delay completion in respect of any of the above matters.

- 31.3 The Vendor has not made and does not make any warranty as to the state of repair or condition of the inclusions and the Purchaser shall accept them in their state of repair and condition at the date of this contract. The Vendor is not responsible for any loss (other than loss due to act or default of the Vendor), mechanical breakdown or reasonable wear and tear to the furnishings and chattels (if any) occurring after the date of this contract.
- 31.4 The Purchaser shall not call upon the Vendor to carry out any work, repair or replacement whatsoever in relation to the property and/or the inclusions the subject of this sale.

32 DEATH, MENTAL ILLNESS, BANKRUPTCY

If at any time prior to completion of this contract either the Vendor or Purchaser or if more than one of them shall die, become mentally ill or be declared bankrupt, then either party may rescind the contract and clause 19 of the contract shall apply.

33 ESTATE AGENT AND COMMISSION

The Purchaser warrants to the Vendor that they were not introduced to the Vendor or the property by any real estate agent except the agent (if any) named herein or by any other person who might be entitled to claim commission from the Vendor in respect of this sale, and the Purchaser indemnifies the Vendor (and if more than one, each of them) against any claim for commission which might be made by any agent resulting from an introduction constituting a breach of such warranty and against all costs and expenses incidental to defending any such claim. It is agreed that these indemnities shall be continuing indemnities not merging on completion.

34 ENTIRE AGREEMENT

The Purchaser acknowledges that he does not rely upon any warranty or representation made by the Vendor or the Vendor's agent except such that are expressly provided for in this contract.

35 NOTICE TO COMPLETE

- 35.1 Completion of this matter shall take place on or before 3:30pm within the time provided for in clause 15 herein. Should completion not take place within that time, then either party shall be at liberty to issue a Notice to complete calling for the other party to complete the matter making the time for completion essential. Such notice shall give not less than 14 days notice after the day immediately following the day on which that notice is received by the recipient of the notice. A notice to complete of such duration is considered by the parties as being deemed reasonable and sufficient to render the time for completion essential. Should either party serve a notice to complete, the other party will be liable for a fee of one hundred and ten dollars \$110:00 inclusive of GST payable by way of an adjustment in the other party's favour on completion to cover the cost for issuing such notice.
- 35.2 The service of any notice or document under or relating to this contract may, in addition to the provisions of Clause 20, be effected and shall be sufficient service on a party and that parties solicitor if the Notice or Document is sent by facsimile transmission to the facsimile number

noted on the contract or on their letterhead and in any such case shall be deemed to be duly given or made, except where;

- (a) The time of dispatch is not before 5pm (Sydney time) on a day which business is generally carried on in the place to which such notice is sent, in which case the notice shall be deemed to have been received at the commencement of business on the next such business day in the place; or
- (b) The sender's machine indicates a malfunction in transmission and the recipient's transmission shall be deemed not to have been given or made.

36 INTEREST & FAILURE TO COMPLETE

It is an essential term of this agreement that in the event that completion does not take place by the completion date, then the Purchaser shall pay the Vendor on completion in addition to the balance of purchase monies and any other monies payable to the Vendor, interest on the balance of purchase monies calculated at the rate of ten per centum (10%) per annum computed at a daily rate from the day immediately after the agreed completion date up to and including the actual date on which this sale shall be completed but if completion is delayed by reason of the Vendor's default, then interest shall not be charged for the period during which completion was so delayed. It is further agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings. The Vendor is not obliged to complete this contract unless the amount payable under this clause is tendered.

37 SURVEY REPORT

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 that may be specifically disclosed in the survey report annexed are clearly described therein. The Vendor makes no warranties or representations in respect of any of the matters disclosed in the report. The Purchaser cannot make any claim, objection or requisitions in relation to any such encroachment and/or non compliance.

The Vendor is not required to hand over on settlement the original Survey Report if it is not in the possession of the Vendor.

38 DEPOSIT

38.1 In the event that the Vendor wishes to purchase a further property the Vendor shall be entitled to a release of the deposit, or part thereof, as is necessary for the deposit, stamp duty, or towards the balance of the purchase price payable on the property the Vendor is purchasing without production of further authority from the Purchaser other than by sending a copy of this condition to the stakeholder and notifying the purchaser's solicitor, and on the condition that the released deposit be held in a trust account of a solicitor or a real estate agent, or invested in accordance with the contract and not further released.

39 SWIMMING POOL

In the event that the property contains a swimming pool and/or spa on the property (either aboveground or in ground) then the Vendor does not warrant that such swimming pool and/or spa (including any swimming pool fencing) on the property complies with the requirements imposed by the Swimming Pools Act 1992 and the regulations prescribed therein. The Purchaser acknowledges that the Vendor shall not be obliged to comply with any notice made in accordance with the Swimming Pools Act 1992 (or any amendment in relation thereto) which issued on, before or after the date of this contract in respect of the said swimming pool and/or spa. If any competent authority issues any notice requiring the erection of or alteration to a fence or other work pursuant to such Act or regulations, the

Purchaser must comply therewith at their expense and the Purchaser cannot require the Vendor to contribute to the cost of, or comply with any such notice or orders. It is further agreed that this clause shall not merge on completion. No objection, requisition or claim for compensation shall be made by the Purchaser in respect of any matter arising from this clause.

40 FIRB

- 42.1 The Purchaser warrants to the Vendor that the Purchaser is entitled to purchase the property without the approval or consent of the Foreign Investment Review Board
- 42.2 In the event of any breach of said warranty, the Purchaser will indemnify and compensate the Vendor in respect of any loss, damage, penalty, fine, expense or legal costs which may be incurred by the Vendor as a consequence thereof. This warranty and indemnity shall not merge upon completion.

41 BUILDING CERTIFICATE

Notwithstanding the provisions of clause 11 hereof if, as a consequence of any application by the Purchaser for a building certificate from the local council:

A work order under any legislation is made after the date of this contract or;

The local council informs the Purchaser of works to be done before it will issue the building certificate;

Then the Purchaser is not entitled to make a requisition or claim in respect of such works required by the local council and if this contract is completed the Purchaser must comply with such work order and pay the expenses of the compliance or do the works required at his own expense.

42 DEPOSIT GUARANTEE BOND

In the event that the deposit is paid by way of a Deposit Guarantee Bond the parties agree that the Purchaser has, at exchange, provided the Vendor with a Deposit Guarantee Bond in the amount of \$ _____ which is dated _____ And:-

- A The Vendor agrees to accept the 10% deposit by way of Deposit Guarantee Bond in lieu of a money deposit and in this contract the word 'Bond' means the deposit bond issued to the Vendor at the request of the Purchaser
- B Subject to paragraphs (c) and (d) below, the delivery of the bond on or before the date of this contract to the person nominated in this contract to hold the deposit shall to the extent of the amount guaranteed under the Bond be deemed for the purposes of this contract to be payment of the deposit in accordance with this contract
- C The Purchaser shall pay the amount stipulated in the Bond to the Vendor in cash or by unendorsed Bank cheque on completion of this contract or at such other time as may be provided for the deposit to be accounted for to the Vendor
- D If the Vendor is entitled to the deposit and serves on the Purchaser a notice in writing claiming to forfeit the deposit, then to the extent that the amount has not already been paid by the guarantor under the Bond, the Purchaser shall forthwith pay the deposit (or so much thereof as has not been paid) to the person nominated in this contract to hold the deposit

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LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 29/30700

SEARCH DATE	TIME	EDITION NO	DATE
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16/9/2010	11:42 AM	3	1/8/2007

LAND

LOT 29 IN DEPOSITED PLAN 30700
 LOCAL GOVERNMENT AREA WARRINGAH
 PARISH OF MANLY COVE COUNTY OF CUMBERLAND
 TITLE DIAGRAM DP30700

FIRST SCHEDULE

MATTHEW CHARLES SYDENHAM
 JENNIFER ELIZABETH SYDENHAM
 AS JOINT TENANTS

(T AD313437)

SECOND SCHEDULE (3 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
 2 H549967 COVENANT
 3 AD313438 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

William Paul 5/8

DP 30500

Plan Form No. 2 (For Deposited Plan)

Municipality of
 Shire of Warringham

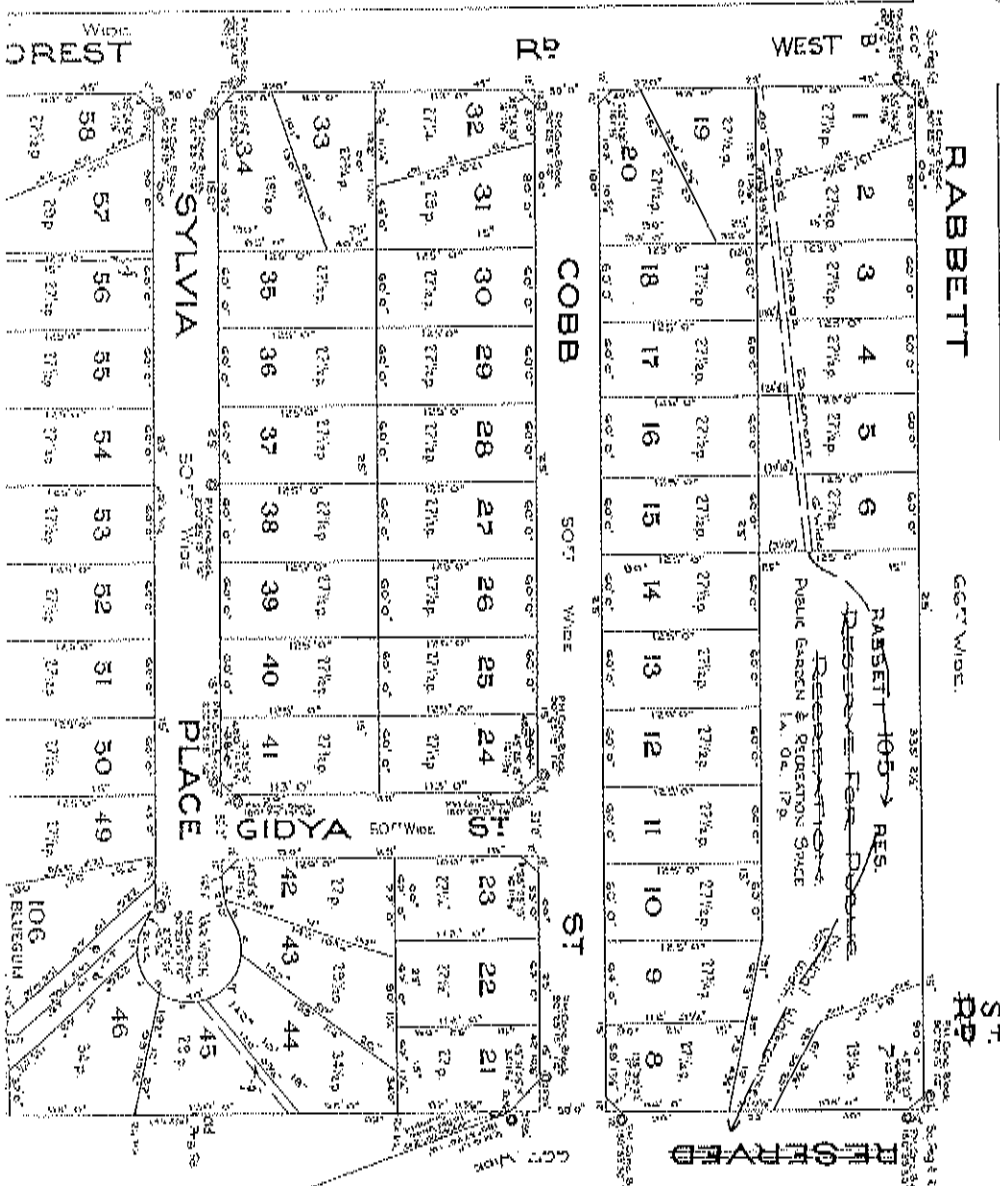
of subdivision of Portion 1134.

PLAN

PARISH OF MANLY COVE COUNTY OF CUMBERLAND

Scale: 100 Feet to an inch

This is the plan submitted & recorded as
 Deposited Plan No. 30700
 on the 8th day of June 1960
Jonathan
 DEPUTY SURVEYOR



Shire of Warringham 4944
 12 APR 1960

APR 1960

A. Andrew

CONVERSION TABLE ADDED IN REGISTER GENERAL'S DEPARTMENT

DP 30700	FEET INCHES	METRES
1	6 5/8	0.487
2	10 3/8	0.847
3	4 3/8	0.365
4	4 3/8	1.651
5	5 3/8	1.651
6	2 1/2	1.828
7	4 3/8	2.258
8	4 3/8	2.258
9	4 3/8	2.258
10	2 7/8	1.003
11	1 1/2	1.003
12	1 1/2	3.755
13	1 1/2	4.572
14	0 3/4	4.572
15	1 1/4	4.572
16	1 1/4	4.572
17	1 1/2	5.150
18	1 1/2	5.150
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94	1 1/2	5.150
95	1 1/2	5.150
96	1 1/2	5.150
97	1 1/2	5.150
98	1 1/2	5.150
99	1 1/2	5.150
100	1 1/2	5.150

CONVERSION TABLE ADDED IN REGISTER GENERAL'S DEPARTMENT

DP 30700	FEET INCHES	METRES
56	1 3/4	12.113
57	1 1/8	17.182
58	1 1/8	17.182
59	1 7/8	18.426
60	1 7/8	18.426
61	1 7/8	18.426
62	1 7/8	18.426
63	1 7/8	18.426
64	1 7/8	18.426
65	1 7/8	18.426
66	1 7/8	18.426
67	1 7/8	18.426
68	1 7/8	18.426
69	1 7/8	18.426
70	1 7/8	18.426
71	1 7/8	18.426
72	1 7/8	18.426
73	1 7/8	18.426
74	1 7/8	18.426
75	1 7/8	18.426
76	1 7/8	18.426
77	1 7/8	18.426
78	1 7/8	18.426
79	1 7/8	18.426
80	1 7/8	18.426
81	1 7/8	18.426
82	1 7/8	18.426
83	1 7/8	18.426
84	1 7/8	18.426
85	1 7/8	18.426
86	1 7/8	18.426
87	1 7/8	18.426
88	1 7/8	18.426
89	1 7/8	18.426
90	1 7/8	18.426
91	1 7/8	18.426
92	1 7/8	18.426
93	1 7/8	18.426
94	1 7/8	18.426
95	1 7/8	18.426
96	1 7/8	18.426
97	1 7/8	18.426
98	1 7/8	18.426
99	1 7/8	18.426
100	1 7/8	18.426
101	1 7/8	18.426
102	1 7/8	18.426
103	1 7/8	18.426
104	1 7/8	18.426
105	1 7/8	18.426
106	1 7/8	18.426
107	1 7/8	18.426
108	1 7/8	18.426
109	1 7/8	18.426
110	1 7/8	18.426
111	1 7/8	18.426
112	1 7/8	18.426
113	1 7/8	18.426
114	1 7/8	18.426
115	1 7/8	18.426
116	1 7/8	18.426
117	1 7/8	18.426
118	1 7/8	18.426
119	1 7/8	18.426
120	1 7/8	18.426
121	1 7/8	18.426
122	1 7/8	18.426
123	1 7/8	18.426
124	1 7/8	18.426
125	1 7/8	18.426

CONVERSION TABLE ADDED IN REGISTER GENERAL'S DEPARTMENT

DP 30700	FEET INCHES	METRES
126	6 1/8	59.173
127	6 1/8	59.165
128	7 1/8	59.195
129	7 1/8	59.199
130	7 1/8	59.211
131	7 1/8	59.224
132	7 1/8	59.237
133	7 1/8	59.249
134	7 1/8	59.262
135	7 1/8	59.275
136	7 1/8	59.288
137	7 1/8	59.301
138	7 1/8	59.314
139	7 1/8	59.327
140	7 1/8	59.340
141	7 1/8	59.353
142	7 1/8	59.366
143	7 1/8	59.379
144	7 1/8	59.392
145	7 1/8	59.405
146	7 1/8	59.418
147	7 1/8	59.431
148	7 1/8	59.444
149	7 1/8	59.457
150	7 1/8	59.470
151	7 1/8	59.483
152	7 1/8	59.496
153	7 1/8	59.509
154	7 1/8	59.522
155	7 1/8	59.535
156	7 1/8	59.548
157	7 1/8	59.561
158	7 1/8	59.574
159	7 1/8	59.587
160	7 1/8	59.600
161	7 1/8	59.613
162	7 1/8	59.626
163	7 1/8	59.639
164	7 1/8	59.652
165	7 1/8	59.665
166	7 1/8	59.678
167	7 1/8	59.691
168	7 1/8	59.704
169	7 1/8	59.717
170	7 1/8	59.730
171	7 1/8	59.743
172	7 1/8	59.756
173	7 1/8	59.769
174	7 1/8	59.782
175	7 1/8	59.795
176	7 1/8	59.808
177	7 1/8	59.821
178	7 1/8	59.834
179	7 1/8	59.847
180	7 1/8	59.860
181	7 1/8	59.873
182	7 1/8	59.886
183	7 1/8	59.899
184	7 1/8	59.912
185	7 1/8	59.925
186	7 1/8	59.938
187	7 1/8	59.951
188	7 1/8	59.964
189	7 1/8	59.977
190	7 1/8	59.990
191	7 1/8	60.003
192	7 1/8	60.016
193	7 1/8	60.029
194	7 1/8	60.042
195	7 1/8	60.055
196	7 1/8	60.068
197	7 1/8	60.081
198	7 1/8	60.094
199	7 1/8	60.107
200	7 1/8	60.120
201	7 1/8	60.133
202	7 1/8	60.146
203	7 1/8	60.159
204	7 1/8	60.172
205	7 1/8	60.185
206	7 1/8	60.198
207	7 1/8	60.211
208	7 1/8	60.224
209	7 1/8	60.237
210	7 1/8	60.250
211	7 1/8	60.263
212	7 1/8	60.276
213	7 1/8	60.289
214	7 1/8	60.302
215	7 1/8	60.315
216	7 1/8	60.328
217	7 1/8	60.341
218	7 1/8	60.354
219	7 1/8	60.367
220	7 1/8	60.380
221	7 1/8	60.393
222	7 1/8	60.406
223	7 1/8	60.419
224	7 1/8	60.432
225	7 1/8	60.445
226	7 1/8	60.458
227	7 1/8	60.471
228	7 1/8	60.484
229	7 1/8	60.497
230	7 1/8	60.510
231	7 1/8	60.523
232	7 1/8	60.536
233	7 1/8	60.549
234	7 1/8	60.562
235	7 1/8	60.575
236	7 1/8	60.588
237	7 1/8	60.601
238	7 1/8	60.614
239	7 1/8	60.627
240	7 1/8	60.640
241	7 1/8	60.653
242	7 1/8	60.666
243	7 1/8	60.679
244	7 1/8	60.692
245	7 1/8	60.705
246	7 1/8	60.718
247	7 1/8	60.731
248	7 1/8	60.744
249	7 1/8	60.757
250	7 1/8	60.770
251	7 1/8	60.783
252	7 1/8	60.796
253	7 1/8	60.809
254	7 1/8	60.822
255	7 1/8	60.835
256	7 1/8	60.848
257	7 1/8	60.861
258	7 1/8	60.874
259	7 1/8	60.887
260	7 1/8	60.900
261	7 1/8	60.913
262	7 1/8	60.926
263	7 1/8	60.939
264	7 1/8	60.952
265	7 1/8	60.965
266	7 1/8	60.978
267	7 1/8	60.991
268	7 1/8	61.004
269	7 1/8	61.017
270	7 1/8	61.030
271	7 1/8	61.043
272	7 1/8	61.056
273	7 1/8	61.069
274	7 1/8	61.082
275	7 1/8	61.095
276	7 1/8	61.108
277	7 1/8	61.121
278	7 1/8	61.134
279	7 1/8	61.147
280	7 1/8	61.160
281	7 1/8	61.173
282	7 1/8	61.186
283	7 1/8	61.199
284	7 1/8	61.212
285	7 1/8	61.225
286	7 1/8	61.238
287	7 1/8	61.251
288	7 1/8	61.264
289	7 1/8	61.277
290	7 1/8	61.290
291	7 1/8	61.303
292	7 1/8	61.316
293	7 1/8	61.329
294	7 1/8	61.342
295	7 1/8	61.355
296	7 1/8	61.368
297	7 1/8	61.381
298	7 1/8	61.394
299	7 1/8	61.407
300	7 1/8	61.420

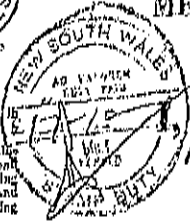
THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED ON EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE.



R.P. 13A. No. 549967
 New South Wales

MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900.)

FEES:— £ s. d.
 Lodgment 2 : :
 Endorsement 4 : :
 Certificate 4 : :
 Total : 10 : :
 £ 6.10. —
 15/7/60



G. H. THOMAS PTY. LIMITED

(Trusts must not be disclosed in transfer.)
 Typing or handwriting in the instrument should not extend into any margin. Handwriting should be clear and legible and permanent black non-copying ink.

(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 THREE HUNDRED & FIFTY POUNDS** (£ 1350.—) (the receipt whereof is hereby acknowledged) paid to it by

ERNEST CALADINE & CHARLES PARSONS

do hereby transfer to

ERNEST CALADINE and CHARLES PARSONS both of 30 Grosvenor Street, Grosvenorcliffe, Builders - as tenants in common

(herein called transferee)

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

County.	Parish.	Reference to Title.			Description of Land (* part only).
		Whole or Part.	Vol.	Fol.	
CUMBERLAND	HARDY COVE	PART	*3605	74	Being Lot 29 in De. cated Plan No. 30700

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. If part only of the land comprised in a Certificate or Certificate of Title is to be transferred, add "and being Lot sec. D.P. " or "being the land shown in the plan annexed hereto" or "being the residue of the land in Certificate (or grant) registered Vol. Fol.

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

In Certificate of Title, Vol. 2999 Folio 41
 Done by Ernest Caladine and Charles Parsons in Certificate of Title, Vol. 30700 Folio 74
 7/29/51

And the transferees covenant(s) with the transferor its successors and assigns as follows :-

1. THAT the transferees will not erect or cause or allow to be erected on the subject land any building unless the exterior walls thereof are constructed of timber, brick, stone and/or concrete.

2. THAT only one main building shall be erected on the subject lot.

3. THE land to which the benefit of the above covenants is intended to be appurtenant is the whole of the land in Deposited Plan No. 30700 other than the land hereby transferred AND the land subject to the burden of the said covenants is the land hereby transferred and the person by whom the said covenants or any of them may be released varied or modified is the Transferor its successors and assigns.

AND the Transferees further covenant with the Transferor its successors and assigns as follows :-

(i) THAT for the benefit of any adjoining land owned by the Transferor but only during the ownership thereof by the Transferor its successors 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 Transferor its successors or assigns but such consent shall not be withheld if such fence is erected without recourse to the Transferor its successors 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 restriction may be released varied or modified by the owner or owners for the time being of such adjoining land.

Strike out if unnecessary, or initially adjust.
(i) If any covenants are to be erected or any exceptions to be made, or
(ii) If the statutory covenants supplied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act 1919-1994.

ENCUMBRANCES, &c., REFERRED TO:

N I L.

A very short note will suffice.
K 1141-2 4 1970-2

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

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

Execution may be proved where the parties are resident:-

(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for Affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

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

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Charge d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent); (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Charge d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner, and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before any of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

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

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

Signed at Sydney the 14th day of July 1960.
Signed at _____
The Common Seal of G. H. THOMAS PTY. LIMITED was hereto affixed in the presence of:-

14th day of July 1960.
G. H. THOMAS PTY. LIMITED
Common Seal
Transferor Director
M. J. ...
Advy. Sec.

Signed in my presence by the transferee who is personally known to me
M. J. ...
M. J. ...
M. J. ...

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.
M. J. ...
X C. P. ...
Transferee(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at _____ the _____ day of _____ 19 _____
Signed in the presence of--

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

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

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

† N.B. - Section 117 requires that the above Certificate be signed by each Transferor or his Solicitor or Conveyancer, and renders any person guilty 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 Transferor cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking effect. When the instrument contains some special covenant by the Transferor or is subject to a mortgage, encumbrance or lease, the Transferor 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.

71 549967

No. _____

LODGED BY J.O. WILLIAMS & O'BRIEN, Solicitors

1320a Pittwater Rd. MARRAHEEN.

998246

FEES.

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

- (a) £2 where the instrument of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise £2 2s. 6d. Where such instrument is to be endorsed on more than one folio of the register, an additional charge of 6s. 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 said charges are—
 - (i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;
 - (ii) £2 10s. 6d. 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 foregoing exceeds 10 folios, an amount of 6s. per folium extra fee is payable.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1 _____	} Received Docs. Nos. Receiving Clerk.
2 _____	
3 _____	
4 _____	
5 _____	
6 _____	

PARTIAL DISCHARGE OF MORTGAGE.

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

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

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

who is personally known to me.

This discharge is appropriate in 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.

Mortgagee _____

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER <i>July to Laver</i>
Checked by <i>JH</i>	Particulars entered in Register Book, Volume <i>7999</i> Folio <i>41</i>
Passed (in S.D.B.) by <i>JH</i>	the <i>20</i> day of <i>October</i> 19 <i>60</i>
Signed by <i>JH</i>	<i>15</i> minutes past <i>2</i> o'clock in the <i>PM</i> noon
	<i>J. Williams</i> Registrar

PROGRESS RECORD.

	Initials.	Date
Sent to Survey Branch		
Received from Records		
Draft written	<i>JH</i>	<i>2/10/60</i>
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engineers		
Cancellation Clerk		

Vol. *8032* For *115*
8032 *116*



Date Printed: 09 September 2011

Certificate Number: PLC2011/3765



Applicant Reference:

Receipt Number: 100138210

J E Sydenham
8 Cobb Street
FRENCHS FOREST NSW 2086

Property Address: 8 Cobb Street-FRENCHS FOREST NSW 2086

Legal Description: Lot 29 DP 30700

Property ID: 107234

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

Warringah Local Environmental Plan 2000

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

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

Draft State Environmental Planning Policy (Competition) 2010

Draft Warringah Local Environmental Plan 2009

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

Warringah Development Control Plan, and

Warringah Development Control Plan – Belrose Road Corridor, applies to all land that lies within the C11 Belrose Road Corridor Locality of Warringah Local Environmental Plan 2000.

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

2. Zoning and land use under relevant LEPs

- 2.1 Zoning and land use under WLEP 2000

(a) The Land is identified by WLEP 2000 as being within:-

Locality:

B1 Frenchs Forest East

A Medium Density Area:

No

A Local Retail Centre:

No

A Crossed Hatched Area:



No

Public Open Space:

No

A Local Public Open Space Reservation:

No

A Regional Public Open Space Reservation:

No

An Arterial Road Reservation:

No

A Heritage Conservation Area:

Refer Locality Statement (attached)

An Archaeological Site:

No

(b) The purposes for which WLEP 2000 provides that development may be carried out within this locality without the need for development consent.

Clause 7 of WLEP 2000 provides that all development requires consent except:-

- (i) exempt development, being development of minimal environmental impact identified in Schedule 1 (Exempt Development) when carried out in accordance with the requirements of that Schedule, and**
- (ii) development identified in Schedule 2 (Other Development not requiring consent), when carried out in accordance with the requirements of that Schedule.**

(c) The purposes for which WLEP 2000 provides that development is prohibited within the locality.

Clause 10 of WLEP 2000 provides that the following development is prohibited:-

- (i) development identified as being prohibited within a Locality Statement, and**
- (ii) signs of the type listed in Schedule 4 (Prohibited Signs).**

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

The erection of a dwelling house is permitted subject to any housing density requirements set out in the attached locality statement.

(e) Whether the land includes or comprises critical habitat.

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

(f) Whether the land is in a conservation area.

Refer Locality Statement (attached)

(g) Whether a heritage item is situated on the land.

Refer Locality Statement (attached)

2.2 Zoning and land use under Draft Warringah Local Environmental Plan 2009

(a) The land is identified by Draft Warringah Local Environmental Plan 2009 as being within the following zone.

Draft LEP - Land zoned R2 Low Density Residential

(b) The purposes for which Draft Warringah Local Environmental Plan 2009 provides that development may be carried out within the zone without the need for development consent.



Part 3 of Draft Warringah Local Environmental Plan 2009 provides that development specified in Schedule 2 (Exempt Development) that meets the standards for development contained in that schedule and that complies with the requirements of Part 3 is exempt development.

(c) The purposes for which Draft Warringah Local Environmental Plan 2009 provides that development may not be carried out within the zone except with development consent.

Please refer to the extracts of draft Warringah Local Environmental Plan 2009 (attached)

(d) The purposes for which Draft Warringah Local Environmental Plan 2009 provides that development is prohibited within the zone.

Please refer to the extracts of draft Warringah Local Environmental Plan 2009 (attached)

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

No

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

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

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

No

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

No

3. *Whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (c) and (d) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

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

4A. Information relating to beaches and coasts



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

No

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

No

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

Not Applicable

(3) such information (if any) as is required by the regulations under section 56B of the Coastal Protection Act 1979 to be included in the planning certificate and of which the council has been notified pursuant to those regulations.

No

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

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

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

No

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

No

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

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

No

(b) any environmental planning instrument

No

(c) any resolution of Council.

No

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

(a) as adopted by Council

No

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

No

7A. Flood related development controls information

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



No

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

No

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

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

If answer is YES in question 2 to any of the points Public Open Space, Local Public Open Space Reservation, Regional Public Open Space Reservation, Local Road Reservation or Arterial Road Reservation on this certificate then the answer to this question is "YES".

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

Warringah Section 94A Development Contributions Plan 2011 (adopted 28 June 2011). Please contact Council's Planning and Assessment Counter for more information.

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

No

11. *Bush Fire Prone Land*

No

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

No

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

No

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

No

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

No

For what period is the certificate current?

not applicable

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

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

No

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



No

For what period is the certificate current?

not applicable

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

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

No

For what period is the certificate current?

Not Applicable

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

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

No

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

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

No

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

No

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

No

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

No

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

No

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

Notifications issued within Warringah in accordance with the Nation Building and Jobs Plan (State Infrastructure Delivery Act) 2009

The NSW Infrastructure Co-ordinator General has issued an order under Section 23 and an authorisation under Section 24 for the carrying out of development on the sites tabled below. The order and authorisation may exempt these projects from complying with certain development control legislation.

Address	Legal Description	Property Name	Date Issued	Description of Project
Lot 741/ Alfred Street, Narrabeena	Lot 742 DP 752038	Narrabeena Public School	22 July 2009	A multi-purpose hail and covered outdoor learning area and associated site works.
Lot 2593/ Bundaleer Street, Belrose	Part Lot 2593 DP 752038	Yanginanook School, Belrose	7 September 2009	Extension of the gymnasium to provide a stage, store, toilets, covered area, ramps and associated site works, removal of two trees and landscaping.
6-8 Wyatt Avenue, Belrose	Lot 1 DP 601101	John Colet School	24 September 2009	Construction of a covered outdoor learning area, covered walkway and associated works.



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

1 Dreadnought Road, Oxford Falls	Lot 10 DP 810343	St Plus X College	8 October 2009	Construction of a multi-purpose hall and associated works.
33 and 35 Myoora Road, Terrey Hills	Lot 1 DP 1132710 and Lot 59 DP 752017	German International School Sydney	12 October 2009	Subdivision of the land, construction of a single storey library building and single storey classroom building, construction of a sports field, extension of an existing internal driveway and a new exit to Myoora Road, and associated works comprising excavation, earthworks, drainage, ramps, pathways, tree removal and landscaping.
220 Forest Way, Belrose	Lot 1973 DP 752038	Kamaroi Rudolf Steiner School	7 October 2009	Extension to an existing school building comprising a hall/ auditorium, classrooms, amenities, canteen and store rooms, landscaping, pathways, replacement of a roof and associated works.
2-8 Old Pittwater Road, Brookvale	Lot B DP 311452, Lot 1 DP 918786, Lot 2 DP 208793, Lot 1 DP 229795, Lot 14 DP 5876, Lot 1 DP 209019, Lot 13 DP 5876, Lot 17 DP 3874, Lot 1 DP 365898, Lot 15 DP 5876, Lot 2 DP 209019 Lot 1 DP 947905	Brookvale Public School	17 November 2009	Construction of a new library building and internal alterations to two (2) existing buildings, including the demolition of an existing metal clad classroom, relocation of play equipment, erection of a new shade structure, removal of existing areas of hard stand, and associated works.
For further details please contact the Nation Building and Jobs Plan Taskforce on telephone No. 9926 2520				



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

1. (a) *In respect of landslip Council provides the following:-*
No
- (b) *Whether any instrument or resolution of Council varies or proposes to vary the provisions of an environmental planning instrument, other than as referred to in the Certificate under section 149(2):-*
No
- (c) *Whether the land or any item on the land is affected by an order under section 24 or section 25 of the Heritage Act 1977*
No
- (d) *Is the land subject to Councils interim policy and interim guidelines for development and use of the land likely to be affected by 1:100 year flood – Development and subdivision applications may be subject to the floor affected controls.*
No
- (e) *Is the land subject to Councils resolution of 26th August 1997. Assessment of Development applications will be made by reference to the Collaroy/Narrabeen Coastline Management Plan- Development Guidelines for Collaroy/Narrabeen Beach. A copy of the Guidelines are contained in Schedule 13 of WLEP 2000.*
No
2. *Threatened Species.*
 - (a) *Does this land have the potential to contain one or more of the following endangered or vulnerable ecological communities as described in the final determination of the scientific committee to list the ecological communities under Part 3 of Schedule 1 and Part 2 of Schedule 2 Threatened Species Conservation Act 1995(NSW)?*
Duffys Forest Ecological Community in the Sydney Basin Bioregion
Swamp Sclerophyll Forest on Coastal Floodplain
Coastal Saltmarsh of the Sydney Basin Bioregion
Swamp Oak Floodplain Forest
Bangalay Sand Forest of the Sydney Basin Bioregion
Themeda grasslands on Seacliffs and Coastal Headlands
Sydney Freshwater Wetlands in the Sydney Basin Bioregion
No
 - (b) *Is this land known to contain threatened species as described in the final determination of the scientific committee to list endangered and vulnerable species under part 1 of Schedule 1 and part 1 of Schedule 2 Threatened Species Conservation Act 1995 (NSW)?*
No





Additional Information:

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

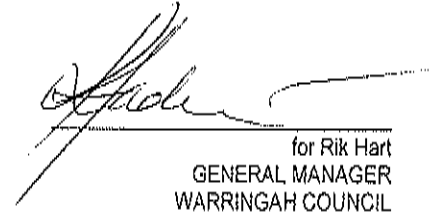
The advice above is provided in good faith and the Council shall not incur any liability in respect of any such advice.





Disclaimer

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



for Rik Hart
GENERAL MANAGER
WARRINGAH COUNCIL



ATTACHMENT 'A'

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

Clause 1.1 of the Section 149(2) Certificate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

STATE ENVIRONMENTAL PLANNING POLICY (Building Sustainability Index: BASIX) 2004 - Gazetted 25.06.2004.

The aim of the policy is to encourage sustainable residential development (*the BASIX scheme*), specifically to achieve a reduction in the consumption of water and reduction in energy use leading to less green house gas emissions.

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

STATE ENVIRONMENTAL PLANNING POLICY (Temporary Structures and Places of Public Entertainment) 2007 –

Gazetted 28.09.2007, effective 26.10.07. Provides for the erection of temporary structures and the use of places of public entertainment while protecting public safety and local amenity. The SEPP supports the transfer of the regulation of places of public entertainment and temporary structures (such as tents, marquees and booths) from the Local Government Act 1993 to the Environmental Planning and Assessment Act 1979.

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

STATE ENVIRONMENTAL PLANNING POLICY (MAJOR PROJECTS) 2005

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

STATE ENVIRONMENTAL PLANNING POLICY (Sydney Region Growth Centres) 2006

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

STATE ENVIRONMENTAL PLANNING POLICY (INFRASTRUCTURE) 2007

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

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

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

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

Gazetted: 12.12.2008 – Commenced 27.02.2009

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

STATE ENVIRONMENTAL PLANNING POLICY (AFFORDABLE RENTAL HOUSING) 2009

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

- housing for older people or people with disabilities (not on ground floor)
- medical centres
- offices
- restaurants
- shops

Note. With the exception of health consulting rooms, housing and housing for older people or people with disabilities, these uses are Category 3 uses in the remainder of the locality.

Category Two

Development for the purpose of the following:

- child care centres
- community facilities
- further education
- health consulting rooms
- hospitals
- housing for older people or people with disabilities
- places of worship
- primary schools
- veterinary hospitals
- other buildings, works, places or land uses that are not prohibited or in Category 1 or 3.

Category Three

Development for the purpose of the following:

- agriculture
- animal boarding or training establishments
- bulky goods shops
- entertainment facilities
- hire establishments
- hotels
- industries
- motor showrooms
- recreation facilities
- registered clubs
- retail plant nurseries
- service stations
- short term accommodation

- vehicle repair stations
- warehouses

For land outside the local retail centres, also development that is Category 1 within those centres, except development for the purpose of health consulting rooms, housing or housing for older people or people with disabilities

PROHIBITED DEVELOPMENT

Development for the purpose of the following is prohibited within this locality:

- brothels
- extractive industries
- heliports
- potentially hazardous industries
- potentially offensive industries
- vehicle body repair workshops

Canal estate development is also prohibited within the locality.

BUILT FORM

Housing density

The maximum housing density is 1 dwelling per 600m² of site area (which does not include the area of any access corridor, whether such access corridor is to be created or is in existence at the time of application for development consent).

To measure housing density:

- the site area is divided by the number of dwellings proposed on the site, including any existing dwellings which are to be retained,
- the site is the area of an allotment which existed on the day this plan came into effect, and
- granny flats are not considered to be a dwelling and are limited to one per each such allotment.

In calculating housing density, the area of any access corridor (including any right-of-carriageway, access handle, accessway or other area that provides for vehicle access) is to be excluded, whether that access corridor is to be created or is in existence at the time of application for subdivision.

This control does not apply:

- (a) where this standard would prevent an existing allotment accommodating one dwelling,

- (b) for housing for older people or people with disabilities, where the site area per dwelling may be reduced provided the buildings are sited and designed and landscaping is used to ensure the development relates favourably to the pattern, scale and landscape character of the street and surrounding development and the development conforms with the minimum standards set out in clause 29, and
- (c) for housing located within a local retail centre.

Building height

Buildings are not to exceed 8.5 metres in height, where height is the distance measured vertically between the topmost point of the building (not being a vent or chimney or the like) and the natural ground level below.

Buildings are not to exceed 7.2 metres from natural ground level to the underside of the ceiling on the uppermost floor of the building (excluding habitable areas located wholly within a roof space), but this standard may be relaxed on sites with slopes greater than 20 per cent within the building platform (measured at the base of the walls of the building), provided the building does not exceed the 8.5 metre height standard, is designed and located to minimise the bulk of the building and has minimal visual impact when viewed from the downslope sides of the land.

Front building setback

Development is to maintain a minimum front building setback.

The minimum front setback is 6.5 metres.

The front building setback area is to be landscaped and generally free of any structures, carparking or site facilities other than driveways, letterboxes and fences.

However, consent may be granted to development that will contravene the minimum front setback:

- on corner blocks or blocks with double street frontage, the front building setback may be reduced to a minimum of 3.5 metres for the secondary frontage, but secondary street setback variations must consider the character of the secondary street and the predominant setbacks existing to that street, or

- on allotments constrained by the location and use of existing buildings or the topography, for the provision of carparking.

Rear building setback

The minimum rear building setback is 6 metres.

The rear building setback area is to be landscaped and free of any structures.

To measure the rear building setback:

- The rear building setback is the distance measured perpendicular to the boundary furthest from a public street up to any structure on the allotment

The rear building setback does not apply to corner allotments.

The rear building setback may be encroached by:

- exempt development, swimming pools and outbuildings which, in total, do not exceed 50 per cent of the rear setback area.

Side boundary envelope and side setback

Buildings must be sited within an envelope determined by projecting planes at 45 degrees from a height of 4 metres above natural ground level at the side boundaries.

The minimum setback from a building to a side boundary is 0.9 metre.

To measure the side boundary envelope and side setback:

- on corner allotments the side boundaries are taken to be the boundaries that do not have frontage to a public street.

Fascias, gutters, downpipes, eaves up to 0.675 metre from the boundary, masonry chimneys, flues, pipes, or other services infrastructure may encroach beyond the side boundary envelope.

Screens or sunblinds, light fittings, electricity or gas meters, or other services infrastructure and structures not more than 1 metre above natural ground level such as unroofed terraces, balconies, landings, steps or ramps may encroach beyond the minimum side setback.

Consent may be granted for development that, to a minor extent, does not comply with:

- the side boundary envelope, to allow the addition of a second storey to an existing dwelling, or
- the side setback, to allow a single storey outbuilding, carport, pergola or the like.

Landscaped open space

The minimum area of landscaped open space is 40 per cent of the site area.

To measure an area of landscaped open space:

- impervious surfaces such as driveways, paved areas, roofed areas, tennis courts, car parking and stormwater structures, decks and the like and any areas with a width or length of less than 2 metres are excluded from the landscaped open space area, and
- the water surface of swimming pools and impervious surfaces which occur naturally such as rock outcrops are included in the landscaped open space area, and
- landscaped open space must be at ground level, and
- the minimum soil depth of land that can be included as landscaped open space is 1 metre.

COMPLYING DEVELOPMENT

The following table shows the development which is complying development in this locality. Column A describes the development and Column B shows the requirements that the development must comply with for it to be complying development.

Column A**Column B**

Development for the purpose of:

Single storey detached houses, being:

- construction of new single storey houses.
- alterations to single storey houses.
- additions to single storey houses.
- construction of carports, garages and outbuildings associated with a dwelling.

As described in Schedule 12 – Part A

Attached houses and apartment buildings, being:

- internal alterations to attached houses and apartment buildings (excluding balcony enclosures and other devices which are externally visible).
- construction of garages associated with these residential buildings.
- outbuildings associated with these residential buildings.

As described in Schedule 12 – Part A

Swimming pools

As described in Schedule 12 – Part B

Business uses, offices and shops, being:

- a different use resulting from change of use from one type of approved business, office or shop use to another type of business, office or shop use.
- internal alterations to business premises, offices and shops.

As described in Schedule 12 – Part D

HERITAGE ITEMS

The following heritage items of **local heritage significance** are within this locality:

- 15 Adams Street, Frenchs Forest
- Betty Maloney Garden, 18 Hurdis Avenue, Frenchs Forest

Note – Anomaly within the B1 – Frenchs Forest East Locality Statement

Please note that it has come to the attention of Council staff that there is an anomaly within the B1 – Frenchs Forest East Locality Statement.

The property at 2 Wareham Crescent, Frenchs Forest, is located within the B1 – Frenchs Forest East locality and is an item of local heritage significance. However the property has not been identified as a Heritage Item in the B1 – Frenchs Forest East Locality Statement. Rather, the property has been identified on the list of Heritage Items in the C1 – Middle Harbour Suburbs Locality Statement.

The property has been identified as a Heritage Item on the gazetted map which accompanies Warringah Local Environmental Plan 2000. Accordingly the heritage status of this item is not diminished by this anomaly.

We apologise for any inconvenience. If you have any queries in relation to this matter please contact Council's Strategic Planning team on (02) 9942 2111.

Yours faithfully,

David Kerr
Manager Strategic Planning

Public Exhibition Draft

Extracts from Warringah Local Environmental Plan 2009

Part 2 - Land Use Table

Permitted and Prohibited Development

Refer to Clause 2.2 of the Section 149 (2) Certificate.

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 provides 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 harmonious with the natural environment of Warringah.

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

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

4 Prohibited

Any development not specified in item 2 or 3

Public Exhibition Draft

Extracts from Warringah Local Environmental Plan 2009

Part 2

Permitted and Prohibited Development

2.5 Additional permitted uses for particular land [compulsory]

- (1) Development on particular land that is described or referred to in Schedule 1 may be carried out:
 - (a) with consent, or
 - (b) if the Schedule so provides--without consent, in accordance with the conditions (if any) specified in that Schedule in relation to that development.
- (2) This clause has effect despite anything to the contrary in the Land Use Table or other provision of this Plan.

2.6 Subdivision--consent requirements [compulsory]

- (1) Land to which this Plan applies may be subdivided, but only with consent.
- (2) However, consent is not required for a subdivision for the purpose only of any one or more of the following:
 - (a) widening a public road,
 - (b) a minor realignment of boundaries that does not create:
 - (i) additional lots or the opportunity for additional dwellings, or
 - (ii) lots that are smaller than the minimum size shown on the Lot Size Map in relation to the land concerned,
 - (c) a consolidation of lots that does not create additional lots or the opportunity for additional dwellings,
 - (d) rectifying an encroachment on a lot,
 - (e) creating a public reserve,
 - (f) excising from a lot land that is, or is intended to be, used for public purposes, including drainage purposes, rural fire brigade or other emergency service purposes or public toilets.

Note. If a subdivision is exempt development, the Act enables the subdivision to be carried out without consent.

2.6A Demolition requires consent [local]

The demolition of a building or work may be carried out only with consent

Note. If the demolition of a building or work is identified in *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* as exempt development, the Act enables it to be carried out without consent.

2.6B Temporary use of land [local]

- (1) The objective of this clause is to provide for the temporary use of land if the use does not compromise future development of the land, or have detrimental economic, social, amenity or environmental effects on the land.
- (2) Despite any other provision of this Plan, development consent may be granted for development on land in any zone for a temporary purpose for a maximum period of 28 days (whether or not consecutive days) in any period of 12 months.
- (3) Development consent must not be granted unless the consent authority is satisfied that:
 - (a) the temporary use will not prejudice the subsequent carrying out of development on the land in accordance with this Plan and any other applicable environmental planning instrument, and
 - (b) the temporary use will not adversely impact on any adjoining land or the amenity of the neighbourhood, and
 - (c) the temporary use and location of any structures related to the use will not adversely impact on environmental attributes or features of the land, or increase the risk of natural hazards that may affect the land, and
 - (d) at the end of the temporary use period the site will, as far as is practicable, be restored to the condition in which it was before the commencement of the use.

Schedule 1 Additional permitted uses

1 Use of certain land at Hotel, No 8 Aperta Place, Beacon Hill

- (1) This clause applies to land at Hotel, No 8 Aperta Place, Beacon Hill, being Lot 7, DP 236335.
- (2) Development for the purposes of 1 dwelling house is permitted with consent (provided that the design and construction of the development has regard to the topography, potential slip and sensitive visual character of the land as well as potential loss of views to adjoining or nearby properties.)

2 Use of certain land at Warringah Gravel and Stone Pty Ltd, Challenger Drive, Belrose

- (1) This clause applies to so much of the land at Warringah Gravel and Stone Pty Ltd, Challenger Drive, Belrose, shown as "Area 8" on the Additional Permitted Uses Map, that is covered by Licence Number L308608 (issued by the Department of Lands).
- (2) Development for the purposes of extractive industries, recreation facilities (indoor) or recreation facilities (outdoor) is permitted with consent.

3 Use of certain land at Hotel, 5 Hews Parade, Belrose

- (1) This clause applies to land at Hotel, 5 Hews Parade, Belrose, being Lot 6, DP 834036.
- (2) Development for the purposes of pubs is permitted with consent.

4 Use of certain land at the intersection of Mona Vale Road and Forest Way, Belrose

- (1) This clause applies to land at the intersection of Mona Vale Road and Forest Way, Belrose, shown as "Area 2" on the Additional Permitted Uses Map.
- (2) Development for the purposes of bulky goods premises, business premises (with a gross floor area not exceeding 2,500m²), function centres, hotel or motel accommodation (that incorporates function centres), pubs (that incorporate function centres), retail premises (with a gross floor area not exceeding 2,500m²) is permitted with consent.

5 Use of certain land in the vicinity of Pittwater Road and Roger Street, Brookvale

- (1) This clause applies to land in the vicinity of Pittwater Road and Roger Street, Brookvale, shown as "Area 9" on the Additional Permitted Uses Map.
- (2) Development for the purposes of office premises or retail premises is permitted with consent.

6 Use of certain land at No 2 Anderson Place, Cottage Point

- (1) This clause applies to land at No 2 Anderson Place, Cottage Point, being Lot 23, DP 819003.
- (2) Development for the purposes of restaurants is permitted with consent.

7 Use of certain land at Ku-ring-gai Motor Yacht Club, Cottage Point

- (1) This clause applies to land at Ku-ring-gai Motor Yacht Club, Cottage Point, being Lot 1, DP 930591, Lot 1, DP 922754, Lot 3, DP 929708 and Lot 4, DP 929708.
- (2) Development for the purposes of registered clubs, neighbourhood shops or boat hire premises is permitted with consent.

8 Use of certain land at Time and Tide Hotel, 30 Campbell Ave, Cromer

- (1) This clause applies to land at Time and Tide Hotel, 30 Campbell Ave, Cromer, being Lot 1, DP 227969.
- (2) Development for the purposes of pubs is permitted with consent.

9 Use of certain land at Dee Why RSL Club, Pittwater Road, Dee Why

- (1) This clause applies to land at Dee Why RSL Club, Pittwater Road, Dee Why, being Lot 1, DP 706230.
- (2) Development for the purposes of registered clubs or recreational facilities (indoor) is permitted with consent.

10 Use of certain land at Forestville RSL, Melwood Ave, Forestville

- (1) This clause applies to land at Forestville RSL, Melwood Ave, Forestville, being Lot 2589, DP 752038 and Lot 31, DP 366454.
- (2) Development for the purposes of registered clubs is permitted with consent.

11 Use of certain land in the vicinity of Ashworth and Haigh Avenues, Belrose and land in the vicinity of McBrien Place and John Oxley Drive, Frenchs Forest

- (1) This clause applies to land in the vicinity of Ashworth and Haigh Avenues, Belrose and land in the vicinity of McBrien Place and John Oxley Drive, Frenchs Forest, shown as "Area 5", "Area 6" or "Area 7" on the Additional Permitted Uses Map.
- (2) Development for the purposes of 1 dwelling house on each lot is permitted with consent (provided that each dwelling is constructed having regard to the constraints, potential instability, visual sensitivity and impact on the water quality of Middle Harbour.)

12 Use of certain land at Christian City Church, Wakehurst Parkway, Frenchs Forest

- (1) This clause applies to at Christian City Church, Wakehurst Parkway, Frenchs Forest, being Lot 1, DP 863123.
- (2) Development for the purposes of places of public worship is permitted with consent.

13 Use of certain land at Hotel, 39 Frenchs Forest Road East, Frenchs Forest

- (1) This clause applies to land at Hotel, 39 Frenchs Forest Road East, Frenchs Forest, Lot X, DP 405206
- (2) Development for the purposes of pubs is permitted with consent.

14 Use of certain land at Harbord Diggers Club, Lumsdaine Drive, Harbord

- (1) This clause applies to land at Harbord Diggers Club, Lumsdaine Drive, Harbord, being Lot 125, DP 1102154 and Lot 2548, DP 752038.
- (2) Development for the purposes of registered clubs, recreation facilities (indoor) or recreation facilities (outdoor) is permitted with consent.

15 Use of certain land at Harbord Hotel, 29 Moore Road, Harbord

- (1) This clause applies to land at Harbord Hotel, 29 Moore Road, Harbord, Lots 1 to 5, Sec 1, DP 7022 and Lot 13, Sec 1, DP 7022.
- (2) Development for the purposes of pubs is permitted with consent

16 Use of certain land at 80 Undercliff Rd, Harbord

- (1) This clause applies to land at 80 Undercliff Rd Harbord, being Lot B, DP 329073
- (2) Development for the purposes of restaurants is permitted with consent

17 Use of certain land at Hotel, 1260 Pittwater Road, Narrabeen

- (1) This clause applies to land at Hotel, 1260 Pittwater Road, Narrabeen, being Lot 1, DP 716654
- (2) Development for the purposes of pubs is permitted with consent

18 Use of certain land at the intersection of Warringah Road and Cook Street, Forestville and land on Pittwater Road, North Manly

- (1) This clause applies to land at the intersection of Warringah Road and Cook Street, Forestville and land on Pittwater Road, North Manly, shown as "Area 3" or "Area 4" on the Additional Permitted Uses Map.
- (2) Development for the purposes of industrial retail outlet, service stations, timber and building supplies, vehicle body repair workshops, vehicle repair stations or wholesale supplies is permitted with consent.

19 Use of certain land at Tavern, 2 Aumuna Road, Terrey Hills

- (1) This clause applies to land at Tavern, 2 Aumuna Road, Terrey Hills, being Lot 6, DP 739456.
- (2) Development for the purposes of pubs is permitted with consent.

20 Use of certain land in the vicinity of Mona Vale and Myoora Roads, Terrey Hills

- (1) This clause applies to land in the vicinity of Mona Vale and Myoora Roads, Terrey Hills, shown as "Area 1" on the Additional Permitted Uses Map.
- (2) Development for the purposes of educational establishments, hospitals, places of public worship, recreation facilities (indoor), registered clubs, restaurants or hotel or motel accommodation is permitted with consent.



Civic Centre 725 Pittwater Road
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council@warringah.nsw.gov.au
31 565 068 406

31 August 2011

Dear Recipient,

Re: Commencement of provisions under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

This document provides advice on the commencement of provisions under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 and its impact upon Complying Development within the Warringah Local Government Area.

As per Clause 1.9(2) of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, development provisions, specifically relating to Complying Development within the Locality Statements of Warringah Local Environmental Plan 2000, no longer have effect as of 1 September 2011. As such Complying Development provisions contained within Locality Statements under Warringah Local Environmental Plan 2000 provided within s.149 Certificates do not have effect by virtue of Clause 1.9 (2) of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

In accordance with the provisions of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, any Complying Development Certificate (CDC) submitted under Warringah Local Environmental Plan 2000, lodged but not yet determined by 1 September 2011 cannot be determined. A possible amendment to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may be considered by the New South Wales Minister for Planning, subject to a public exhibition of the amendment.

The commencement of Clause 1.9(2) of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 determines that Complying Development under Warringah Local Environmental Plan 2000 is not available after 1 September 2011 and will not be available until any amendment has been gazetted.

Regards,

Michael McDermid
Acting Manager Strategic Planning

SULMAN & WILDE

Registered Surveyors

VICTORIA CHAMBERS

44 CASTLEREAGH STREET, SYDNEY

PHONE: BW3807



REGISTERED SURVEYORS:

DAVID E. SULMAN, M.S.E. (AUST.)
RONALD F. WILDE, M.S.E. (AUST.)
LINDRAY MILLARD, M.S.E. (AUST.)
DAVID M. STEWART, A.S.E. (AUST.)

DMS/5141

16th June, 1961

Surveyor's Certificate

Land in the Shire of Warringah, Parish of Manly Cove and County of Cumberland, having 60 feet frontage to Cobb Street, French's Forest, being Lot 29 on a plan deposited at the Registrar General's Department and numbered 30700, and being the whole of the land in Certificate of Title, Volume 8156 Folio 182.

.....

In accordance with your instructions we have surveyed the above described land which is further shown on sketch hereunder and edged in red.

On the land and wholly within the boundaries there is erected a weatherboard cottage known as No. 8 Cobb Street, French's Forest, having brick foundations, a cement-tiled roof and containing about four rooms, kitchen, bathroom, laundry and garage.

The provisions of the Local Government Act, 1919, in regard to the position of the walls of the cottage and the eaves and guttering thereof, have been complied with.

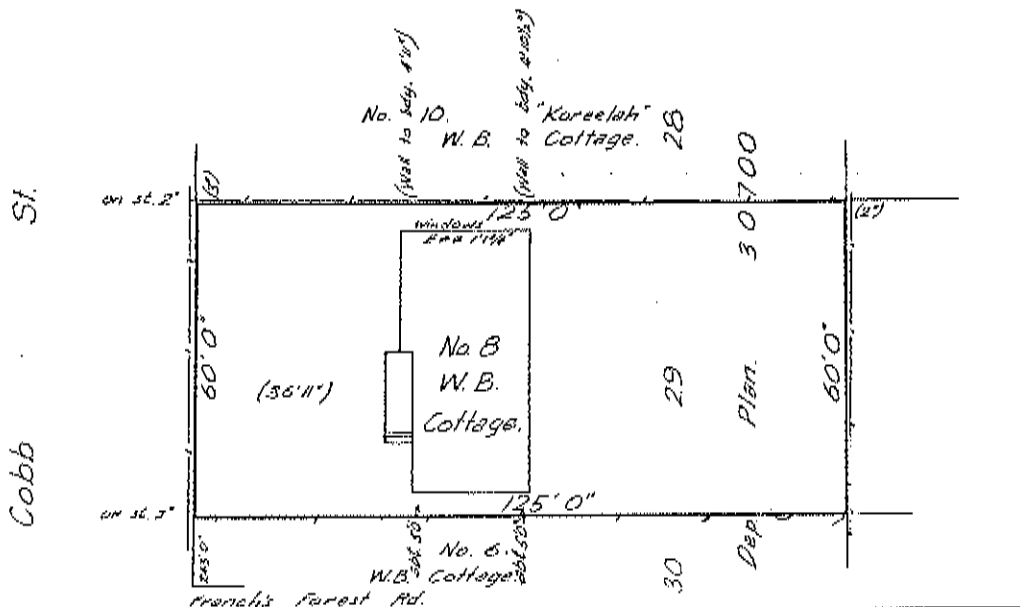
The land was enclosed within fences, vide sketch. The fence along the frontage to Cobb Street stands without the subject land 2 inches. The fence along the Northern boundary stands without the subject land up to 3 inches towards the West. The fence along the Eastern boundary stands without the subject land up to 2 inches towards the North.

There are no encroachments on this land and, with the exception of the above, none by this property on the adjoining lands or Street.

There is a Building Covenant affecting the subject land.

SULMAN & WILDE
REGISTERED SURVEYORS

Per:



WARNING SMOKE ALARMS

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

For example, as purchaser you should be satisfied that finance will be available at the time of completing the purchase (even if settlement might occur many months after signing this contract - in particular, if you are buying off the plan).

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

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>	a bank as defined in the Banking Act 1959, the Reserve Bank or a State bank;
<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>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i>);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in section 4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>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 drawn on its own funds by - <ul style="list-style-type: none"> ● a <i>bank</i>; or ● a building society, credit union or other FCA institution as defined in Cheques Act 1986; that carries on business in Australia; 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>terminate</i>	terminate this contract for breach;
<i>vendor duty</i>	vendor duty imposed under Chapter 4 of the Duties Act 1997;
<i>within</i>	in relation to a period, at any time before or during the period;
<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.

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 only by unconditionally giving cash (up to \$2,000) or a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 and 3 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 and 3 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*, credit union or permanent building society, 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 Payment of vendor duty out of the deposit

- 3.1 This clause applies only if this contract says the deposit can be used to pay vendor duty.
- 3.2 If the amount held by the *depositholder* (disregarding the value of any bond or guarantee) exceeds the amount of *vendor duty*, the *parties* direct the *depositholder* to release the amount of *vendor duty* on the following terms -
- 3.2.1 the *depositholder* is to draw a *cheque* ("the vendor duty cheque") in favour of the Office of State Revenue and in a form acceptable to the Office of State Revenue for payment of *vendor duty*;
- 3.2.2 the *depositholder* is not to draw that *cheque* earlier than 14 days before the completion date; and
- 3.2.3 the receipt of a letter from the vendor's *solicitor* requesting the vendor duty cheque will be sufficient authority for the *depositholder* to draw and release that cheque.
- 3.3 The vendor's *solicitor* will use the vendor duty cheque for the sole purpose of payment of the *vendor duty* relating to this transaction.
- 3.4 If this contract is not completed in circumstances that there is, or may be, no liability for *vendor duty* -
- 3.4.1 if the vendor duty cheque has been forwarded to the vendor's *solicitor* but has not been used to pay *vendor duty*, that cheque must be returned immediately to the *depositholder* for cancellation;
- 3.4.2 if the vendor duty cheque has been used to pay *vendor duty* -
- the amount of *vendor duty* is repayable upon demand;
 - the vendor must lodge an application for refund of *vendor duty*; and
 - the vendor irrevocably authorises the Office of State Revenue to pay to the *depositholder* the refund of *vendor duty*;
- 3.4.3 each *party* must do whatever else is necessary to ensure that the *party* whose funds were used to pay *vendor duty* receives the refund; and
- 3.4.4 rights under this clause continue even if the contract has been *rescinded* or *terminated*.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* the form of transfer at least 14 days before the completion date.
- 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.
- 4.5 If this sale is exempt from *vendor duty* -
- 4.5.1 the vendor can (but does not have to) *serve* an application for exemption from *vendor duty* in the form satisfactory to the Office of State Revenue *within* 7 days after the contract date;
- 4.5.2 if that application is attached to this contract or has been provided to the purchaser before the contract date, the application is *served* on the contract date; and
- 4.5.3 if the vendor complies with clause 4.5.1 -
- the purchaser must have the form of transfer marked by the Office of State Revenue in relation to *vendor duty* before *serving* the form of transfer; and
 - on completion the vendor must pay to the purchaser \$33.

5 Requisitions

- If the purchaser is or becomes entitled to make a *requisition*, the purchaser can make it only by *servicing* it -
- 5.1 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 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.3 in any other case - *within* a reasonable time.

6 Error or misdescription

- 6.1 The purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

The purchaser can make a claim (including a claim under clause 6) before completion only by *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; and

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

8 Vendor's right to rescind

The vendor can *rescind* if -

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

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

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

9 Purchaser's default

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

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

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

9.2.1 for 12 months after the *termination*; or

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

9.3 sue the purchaser either -

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

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

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

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

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

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

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

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

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

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

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

10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage or writ).

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant -
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for -
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act*.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment, pay an expense of another party or pay an amount payable by or to a third party (for example, under clauses 14 or 20.7) -
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the amount; but
- 13.3.2 if this contract says this sale is a taxable supply, and payment would entitle the *party* to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern -
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the completion date, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows:
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the parties agree that the margin scheme is to apply to the sale of the property.
- 13.7 If this contract says the sale is not a taxable supply -
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of -
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if -
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent -
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

14 Adjustments

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

15 Completion date

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

16 Completion**• Vendor**

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

• Purchaser

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

• Place for completion

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

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if -

- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion -

- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion -

- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor -

- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate mentioned in Schedule J of the Supreme Court Rules 1970.

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

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

19 Rescission of contract

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

- 19.1.1 only by *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* -

- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is -

- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by fax to the *party's solicitor*, unless it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay -

- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, and 17 continue after completion, whether or not other rights continue.

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

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

20.11 A reference to any *legislation* includes a reference to any corresponding later *legislation*.

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

20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on page 1) 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 clause 2 (deposit).
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract -
- 'change', in relation to a scheme, means -
 - a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 'common property' includes association property for the scheme or any higher scheme;
 - 'contribution' includes an amount payable under a by-law;
 - 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 'the *property*' includes any interest in common property for the scheme associated with the lot;
 - 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are normal expenses, due to fair wear and tear, disclosed in this contract or covered by moneys held in the sinking fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- 23.5 The *parties* must adjust under clause 14.1 -
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract -
- 23.6.1 the vendor is liable for it if it was levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
 - 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
 - 23.6.3 the purchaser is liable for all other contributions levied after the *contract date*.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of -
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
 - 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
 - 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if -
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
 - 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme -
 - a proportional unit entitlement for the lot is not disclosed in this contract; or
 - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; or
 - 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* a certificate under section 109 Strata Schemes Management Act 1996 or section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the completion date.

- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision.
- 23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.17 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- 23.18 If a general meeting of the owners corporation is convened before completion -
- 23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.18.2 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 -
- any of Parts 2 to 7 of the Retail Leases Act 1994 applies to the tenancy, unless this contract discloses that the tenancy commenced on or after 1 August 1994;
 - a disclosure statement required by the Act 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 Act.
- 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;
 - 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; and
- 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 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 to the tenant 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.
- 24.5 Rights under this clause continue after completion, whether or not other rights continue.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) -
 25.1.1 is under qualified, limited or old system title; or
 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document -
 25.4.1 shows its date, general nature, names of parties and any registration number; and
 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title -
 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 25.5.3 *normally*, need not include a Crown grant; and
 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title -
 25.6.1 in this contract 'transfer' means conveyance;
 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title -
 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused -
 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*;
 or
 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The completion date becomes the later of the completion date and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

- 28.3 If the plan is not registered *within* that time and in that manner -
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2.
- 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The completion date becomes the later of the completion date and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to a 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;
- 29.7.3 the completion date becomes the later of the completion date 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;
 - 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 completion date becomes the later of the completion date 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.