

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 93956217	NSW DAN:
vendor's agent	Lorimer Estate Agents (Trading Name), Lorimer Real Estate Pty Ltd Suite 12, Level 2 14 - 16 Suakin Street PYMBLE NSW 2073		Phone: 0400 844 411 Fax: Ref:
co-agent			
vendor	TIMOTHY ALISTER BUCKLEY 31 Inverallan Avenue WEST PYMBLE NSW 2073		
vendor's solicitor	Baker and Borthwick 1 Wharf Street Tuncurry NSW 2428		Phone: 02 6555 5555 Fax: Ref: 21255BB
date for completion	42 days after the contract date	(clause 15)	Email: carolyn@legalsphere.com.au
land	31 INVERALLAN AVE WEST PYMBLE NSW 2073		
(Address, plan details and title reference)	LOT 28 IN DEPOSITED PLAN 15639 28/15639		
	☒ VACANT POSSESSION ☐ Subject to existing tenancies		
improvements	☒ HOUSE ☒ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☒ other: Inground swimming pool ; Inbuilt cabinet in TV room		
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	☒ dishwasher	☒ light fittings	☒ stove
	☒ built-in wardrobes	☒ fixed floor coverings	☒ range hood	☒ pool equipment
	☒ clothes line	☒ insect screens	☒ solar panels	☒ TV antenna
	☐ curtains	☐ other: Solar system 2kw & solar pool heating;		
automatic garage opener				
exclusions				
purchaser				
purchaser's solicitor				Phone: Fax: Ref: Email:
price	\$			
deposit	\$	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes
GST of: \$

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

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vendor agrees to accept a **deposit-bond** (clause 3)

☒ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 30)

PEXA

Electronic transaction (clause 30)

☐ no ☒ YES

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

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

land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make an *GSTRW payment* (residential withholding payment)

☐ NO ☐ yes (if yes, vendor must provide further details)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
 - 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
 - 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
 - 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

SPECIAL CONDITIONS

These are the special conditions to the contract for the sale of land known as 31 Inverallan Avenue, West Pymble 2073 Lot 28 on Plan 15639

BETWEEN Timothy Alister Buckley c/- 31 Inverallan Avenue, West Pymble, NSW 2073
(Referred to as the Vendor)

AND of (Referred
to as the Purchaser)

33. Notice to Complete

In the event of either party failing to complete this Contract within the time specified herein, then the other shall be entitled at any time thereafter to service a Notice to Complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this Contract, such Notice to Complete shall be deemed both at law and in equity sufficient to make time of the essence of this Contract.

If the Vendor issues a Notice to Complete the Purchaser must pay the Vendor's costs of issue of the Notice to Complete in the sum of \$220.00 (inclusive of GST).

34. Insolvency and Death

Without negating, limiting or restricting any rights or remedies which would have been available to the parties at law or inequity had this clause not been included herein, should either party (or any one of them if there is more than one) prior to completion:

- (a) Die or become mentally ill then the other party may rescind this Contract by notice in writing and thereupon this Contract shall be at an end and the provisions of Clause 19 hereof shall apply; or
- (b) Be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors, or being a company resolve to go into liquidation or have a petition for winding up of it presented or entered into any scheme of arrangements under the Corporations Law or should any liquidator, receiver or official manager be appointed then such party shall be in default hereunder and the non-defaulting party may terminate this Contract.

35. State of Repair

The property, together with any improvements thereon, is sold in its present state of condition and repair and infestations. The Purchaser confirms and acknowledges that the Purchaser buys the property as is and is not relying on any warranties or representations made to the Purchaser by the Vendor or on behalf of the Vendor which is not contained in this Contract.

Specifically, the Purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewage, drainage and plumbing services and connections in respect of the property;
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under the Act in respect of any building on the land; and
- (f) with the fences, as they are whether on the correct boundary lines or not and in their present condition and state of repair.

The purchaser agrees not to seek, terminate, rescind or make any objection, requisition or claim for compensation arising out of any of the matters covered by this clause.

36. Agent

The Purchaser warrants that they were not introduced to the Vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim compensation as a result of this sale other than the Vendor's agent, if any, referred to in this Contract, and the Purchaser agrees that they will at all times indemnify and keep indemnified the Vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the Purchaser's breach of this warranty, and it is hereby agreed and declared that this clause shall not merge upon completion and shall continue in full force, and effect, notwithstanding completion.

37. Inclusions

The Purchaser accepts all inclusions in their present state and condition, having carried out a thorough inspection thereof prior to the date of this Contract. The Vendor is not responsible for any loss or mechanical breakdown in relation to the inclusions occurring after the date of this Contract, including fair wear and tear (unless as a direct result of the Vendor's negligence or wilful act), and in this regard the inclusions are at the risk of the Purchaser on and from the date of this Contract and the Purchaser shall not raise any requisition, objection or claim or seek to delay completion in relation thereto.

38. Late Completion

In the event that completion is not effected on the nominated day due to the Purchaser's default, the Purchaser shall pay to the Vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated on a daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the Purchaser is ready, willing and able to complete and the Vendor is not.

It is agreed between the parties that the amount payable to the Vendor pursuant to this clause is a genuine estimate of the Vendor's loss of interest for the purchase money and liability for outgoings.

39. Registration of Documents

The Purchaser cannot require the Vendor to register on or before completion any Discharge of Mortgage, Surrender of Lease, Variation of Lease, Withdrawal of Caveat or release of an encumbrance and, if so requested by the Vendor, the Purchaser will on completion accept any such document in registrable form and will have it registered as soon as is reasonably possible.

40. Claims & Compensation

Notwithstanding the provisions of Clause 7 hereof the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purpose of Clause 8 hereof.

The parties agree that Clause 7.1.1 is amended by deletion of "5%" and the insertion of "1%" in lieu thereof.

41. Finance

The Purchaser warrants that it does not require finance to purchase this property or that it has obtained formal approval for finance to purchase this property.

42. Adjustments

The parties agree to adjust all usual outgoings and all amounts under the Contract on settlement, however, if any amount, including but not limited to balance settlement monies, deposit, rates, taxes, is incorrectly calculated, overlooked or an error is made in the calculations, the parties agree and warrant to correct such error to reimburse each other accordingly after settlement and within a reasonable time. This clause shall not merge on completion.

43. Land Use

The Purchaser acknowledges that the Vendor does not in any way warrant the use to which the property may be put, and the Purchaser is satisfied as to the requirements of all responsible authorities in relation to the use of the property for any and all purposes. In particular, the use of the property by the Vendor does not of itself mean that such use is permitted use.

44. Accuracy of Attachments

The Vendor does not warrant the currency or accuracy of the attachments to this Contract.

45. Exchange

The parties acknowledge and agree that exchange of Contracts will validly occur even where signatures by any parties (or any officeholder of any party) is by way of facsimile, photocopy, scan or any other form of electronic signature. The parties agree that they shall not make any requisition, objection, claim for compensation, nor seek to delay completion of the Contract by reason of the manner of execution of the Contract as at the date of the Contract.

The parties acknowledge that the electronic version of this Contract sent by email and signed by the respective party will be in a true and original version of the Contract and no other version will be provided unless agreed otherwise in writing by the parties.

46. Electronic Settlement

- (a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Laws.
- (b) The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement but each party shall pay their own costs.
- (c) Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.
- (d) Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.
- (e) Settlement takes place when the financial settlement takes place.
- (f) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
- (g) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If electronic settlement cannot be re-established the next working day the parties must settle in the usual non-electronic manner as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.
- (h) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notice.

47. Covid 19

For the benefit of both parties, should either party:

- (a) Contract the Covid-19 virus;

(b) be placed in isolation in the property;

(c) be directed to self-isolate or quarantine in the property; or

(d) need to care for an immediate member of their household or family in the property who is directly affected by matters (a)-(c) above, then the parties agree that the following provisions shall apply:

(i) The other party cannot issue a Notice to Complete on that party until such time that the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave their property.

(ii) The party seeking the benefit of this clause must provide suitable documentation to provide evidence of the need for isolation immediately upon diagnosis.

(iii) Completion shall take place within seven (7) days from the date from which the party is permitted to leave their property.

(iv) If the vendor is the party seeking the benefit of this clause, they shall do all things reasonably possible to vacate the property a minimum of 24 hours prior to completion.

(v) It is an essential term of this contract that if the vendor is seeking the benefit of this clause, he shall thoroughly disinfect the property prior to completion. For the purpose of clarity, thoroughly disinfect includes, but is not limited to, vacuuming carpets, cleaning air conditioning filters and using disinfectant products to clean door handles, light switches, hard surfaces, remote controls, windows, appliances and mop floors.



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 28/15639

SEARCH DATE	TIME	EDITION NO	DATE
12/11/2021	4:30 PM	4	2/9/2018

LAND

LOT 28 IN DEPOSITED PLAN 15639
AT PYMBLE
LOCAL GOVERNMENT AREA KU-RING-GAI
PARISH OF GORDON COUNTY OF CUMBERLAND
TITLE DIAGRAM DP15639

FIRST SCHEDULE

TIMOTHY ALISTER BUCKLEY (T AF992163)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A77322 COVENANT
- 3 AG226260 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

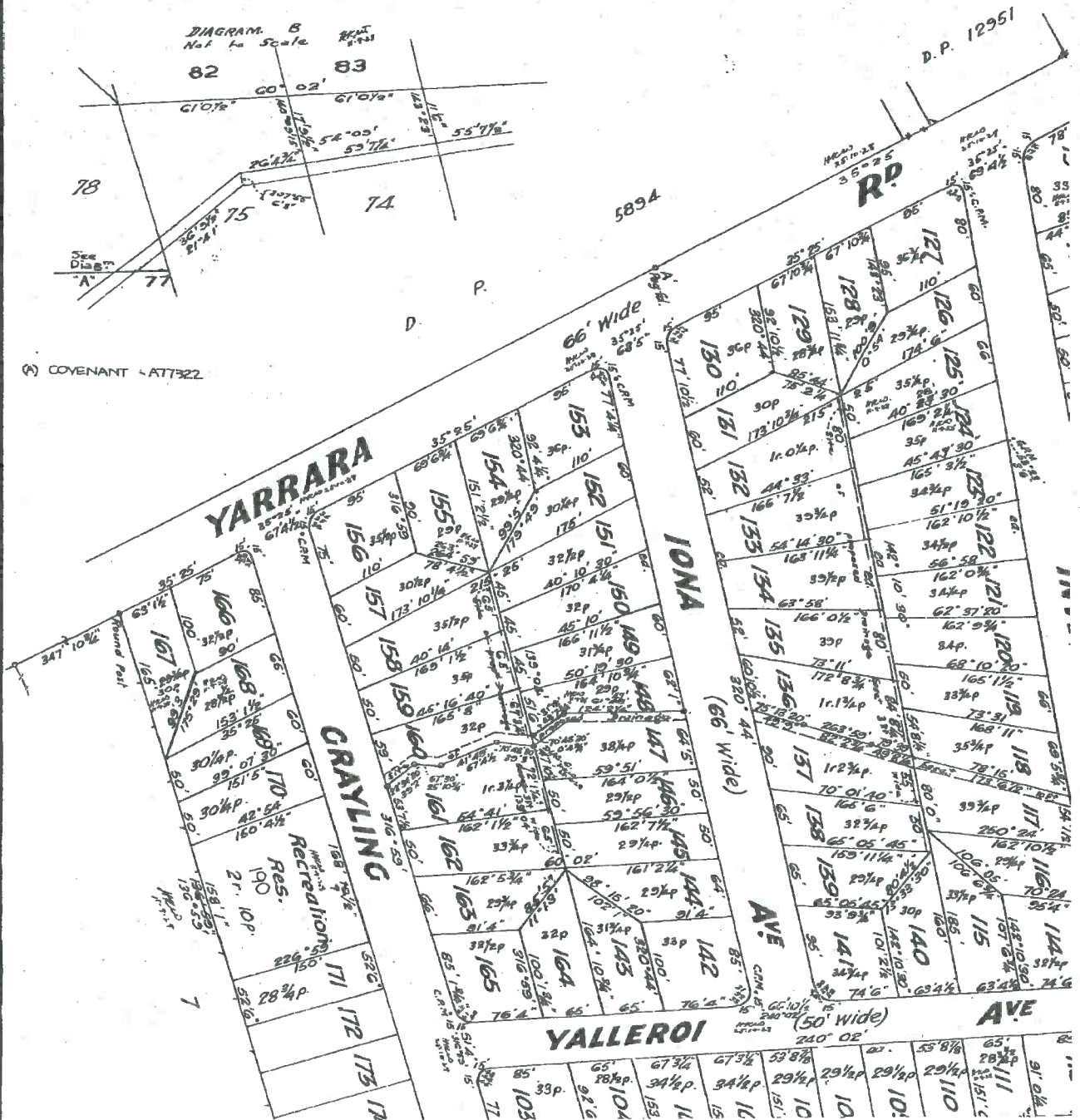
*** END OF SEARCH ***

21255BB

PRINTED ON 12/11/2021

P. 15639 (E)

PLAN
OF AVONDALE GOLF LINKS
Being a Subdivision of the Land in Cs.T. 1
GORDON
PARISH OF ~~YORSTON~~ COUNTY
Scale **100'** to an inch



PLAN GOLF LINKS ESTATE

Land in Cst. Vol. 2441, Fol. 114. & Vol. 4085, Fol. 73

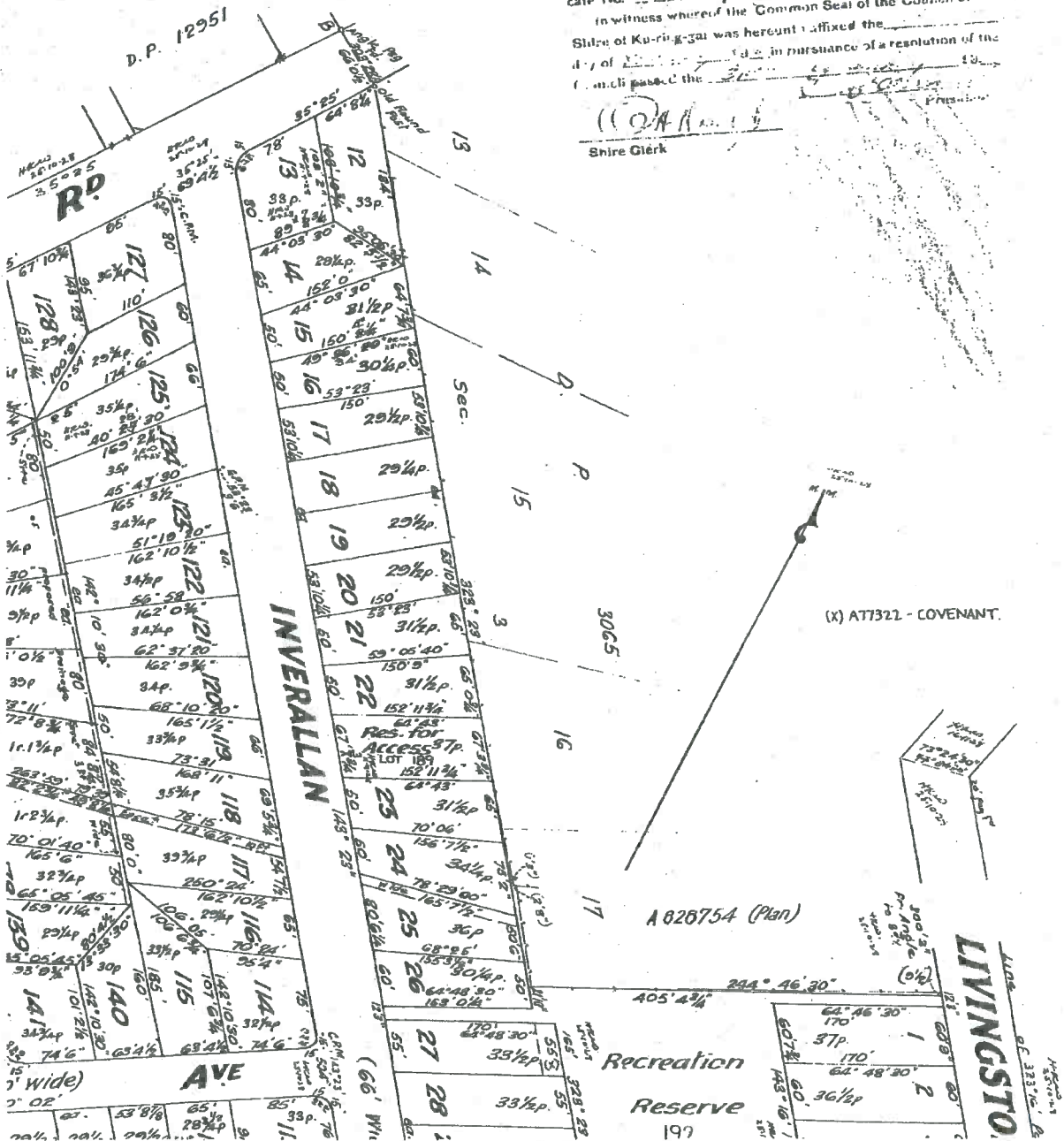
DEP 22nd PLAN 156390
 NOV 28

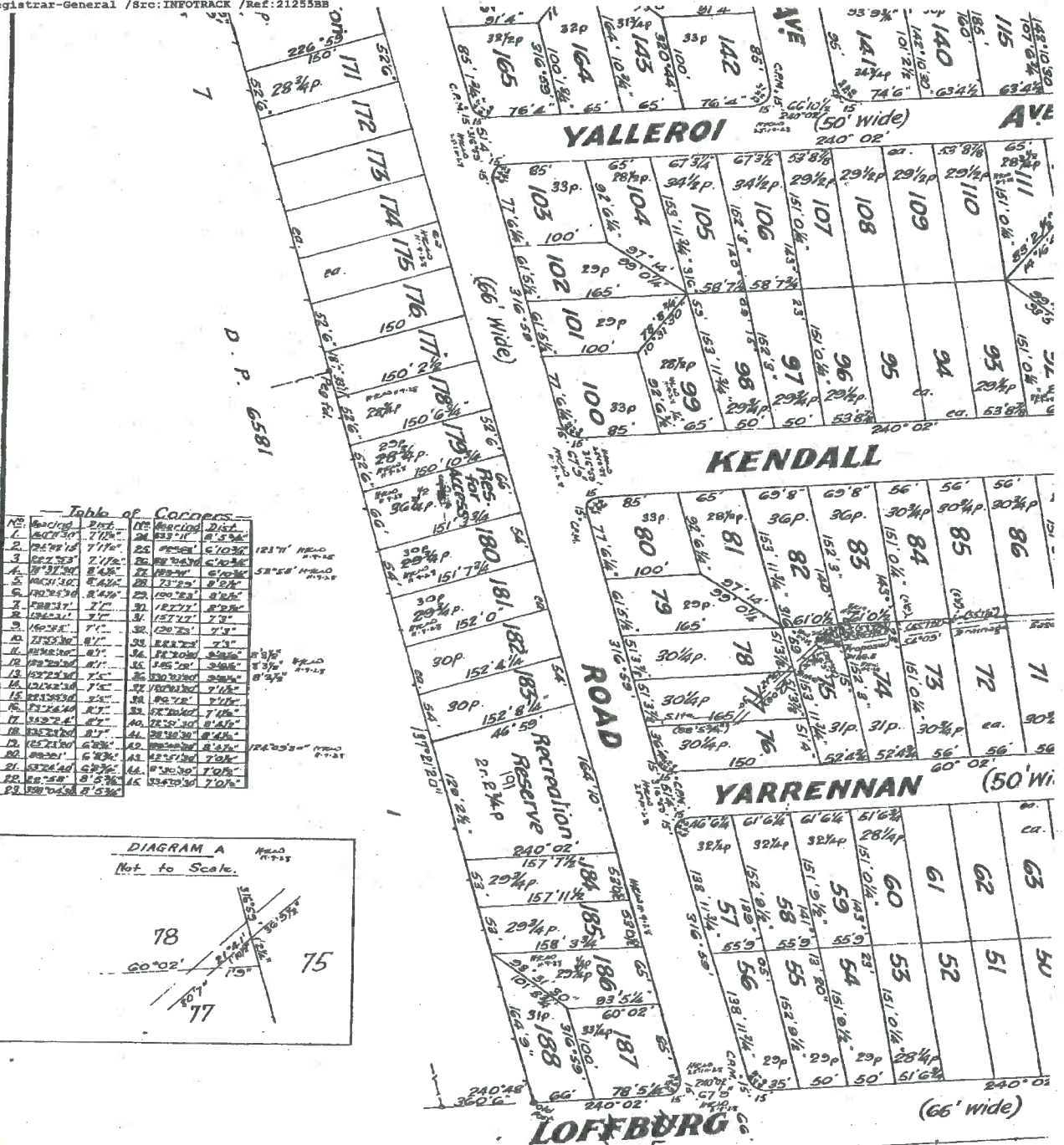
COUNTY OF CUMBERLAND

100' to an inch

This plan of subdivision has been approved by the Council of the Shire of Kuring-gai and is covered by the Shire Clerk's Certificate No. 12 of 7. 1922.
 In witness whereof the Common Seal of the Council of the Shire of Kuring-gai was hereunto affixed the day of 22nd Nov 1922 in pursuance of a resolution of the Council passed the 22nd Nov 1922.

Shire Clerk





Covered by Council Clerks Certificate
 No.
DP 15639 (E)
 Datum line of Azimuth A-B.

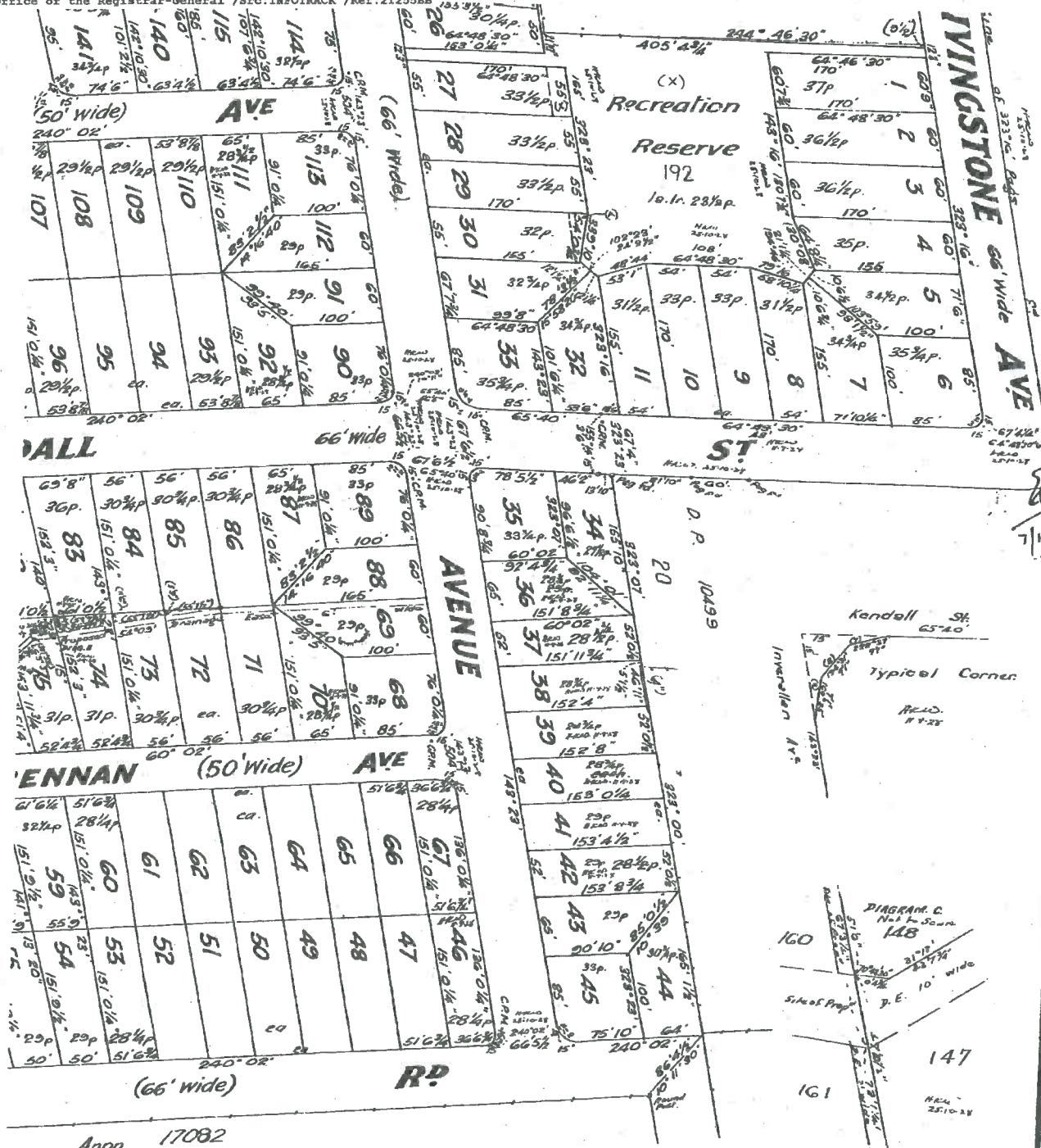
NOTES (1). It is intended to dedicate Inverell Ave, Iona Ave, Grayling Rd, Yarrennan Ave & extension of Kendall St to the public. Restrictive Covenants, if any, will be embodied in the transfers.

The Commission of the Government of New South Wales, in exercise of its powers, has caused this Certificate to be signed by its members, and the seal of the Commission to be hereunto affixed, in witness whereof, the said members have hereunto signed their names, and the said seal has been hereunto affixed, at Sydney, this 11th day of November, 1963.

[Signature]
 Council Clerk.

[Signature]
 Appn. 17082

[Signature]
 Appn. 19637



of Iona Av^o, Grayling Rd^o, Yalleroi Av^o,
 the played corner of lot 6
 all ST^a to the public. NEW 151022
 embodied in the transfers issued hereon.

Harold Keith Wright
 Subscribed and declared before me at Sydney
 this 17th day of January A.D. 1922
H. K. Wright
 J.P.

D.P. 15639 (E)
 Harold Keith Wright of Sydney
 Licensed Surveyor specially licensed under the Real Property Act, 1900, do hereby
 solemnly and sincerely declare (a) that all boundaries and measurements shown on
 this plan are correct, (b) that all survey marks found and relevant physical objects on
 or adjacent to the boundaries are correctly represented, (c) that all physical objects
 indicated actually exist in the positions shown, (d) that the whole of the material facts
 in relation to the land are correctly represented, (e) that the survey has been made
 under my immediate supervision and I make this solemn declaration conscientiously
 believing the same to be true, and by virtue of the provisions of the Oaths Act, 1900.

H. K. Wright Licensed Surveyor
 Date of Survey 17 Nov. 1922.
 Apr. 1927

*Add here by me or under my immediate supervision as the case may be.

PLAN ALIENED IN L.P./NSW
 30.8.1988

CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

FEET INCHES	METRES
1	0.075
2	0.15
3	0.225
4	0.30
5	0.375
6	0.45
7	0.525
8	0.60
9	0.675
10	0.75
11	0.825
12	0.90
13	0.975
14	1.05
15	1.125
16	1.20
17	1.275
18	1.35
19	1.425
20	1.50
21	1.575
22	1.65
23	1.725
24	1.80
25	1.875
26	1.95
27	2.025
28	2.10
29	2.175
30	2.25
31	2.325
32	2.40
33	2.475
34	2.55
35	2.625
36	2.70
37	2.775
38	2.85
39	2.925
40	3.00
41	3.075
42	3.15
43	3.225
44	3.30
45	3.375
46	3.45
47	3.525
48	3.60
49	3.675
50	3.75
51	3.825
52	3.90
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Transfer
Endorsement
Certificate

MEMORANDUM OF TRANSFER



A77322R



FEE SIMPLE.

16.1.14

77322

- b If a less estate, strike out "in fee simple," and interline the required alteration.
- c All subsisting encumbrances must be noted hereon. (See page 2.)
- d If the consideration be not pecuniary, state its nature concisely.

We, Annie Hamilton and Florence Hamilton both of Pymble near Sydney in the State of New South Wales Spinners

being registered as the proprietors of an Estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon, in consideration of

Three hundred and sixty pounds (£360.-)

paid to me by Henry Preston Stark of Sydney aforesaid Bank Official and in consideration of the sum of four hundred and ninety five pounds (£495) paid to the said Henry Preston Stark by David Brunskill Reid of Pymble the receipt whereof I hereby acknowledge, aforesaid Company Secretary the receipt of which respective sums is hereby acknowledged

do hereby transfer to the said at the request and by direction of the said Henry Preston Stark testified by his joining in and executing these presents transfer to the said David Brunskill Reid

ALL my Estate and Interest, as such registered proprietors in ALL THAT piece of land containing three acres three roods and thirty five perches being lots 18, 19 and 20 of section 3 Deposited plan 3065 Hampton Park situate in Pymble in the Parish of Gordon and

County of Cumberland portion of being the residue of the land comprised in Certificate of Title

dated 1st December 1910 registered volume No. 2107 folio 182 and being lots 18, 19 and 20 of section 3 Deposited plan 3065 And also in the piece of land as follows:-

See covenant on 3rd page

W. Reaven. on 19.1.14.

[Rule up all blanks before signing.]

The form when filled in should be ruled up so that it can be covered through with the pen, and the margin, or noticed in the alteration.

No alteration should be made by erasure. The words required written over them, the alteration being verified by signature or initials.

p See note "c," page 1.
A very short note of
the particulars will
suffice.

Reservations of all mines of gold and of silver

[Rule up all blanks before signing.]

□ If this instrument be
signed or acknowledged
before the Registrar-
General or Deputy
Registrar-General, or
a Notary Public, or
J.P., or Commissioner
for Affidavits, from
whom the instrument
is required. Otherwise
the attesting witness
must appear before
one of the above
functionaries to make
a declaration in the
annexed form.

This applies only to
instruments signed
within the State.
If the parties be
resident without the
State, but in any
British Possession, the
instrument must be
signed or acknowledged
before the Registrar-
General or Recorder of
Titles of such
Possession, or before
any Judge, Notary
Public, Governor,
Government Resident,
or Chief Secretary of
such Possession. If
resident in the
United Kingdom, then
before the Mayor or
Chief Officer of any
Corporation, or a
Notary Public. And if
resident at any foreign
place, then before the
British Consular
Officer at such place.

If the Transferrer 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 un-
derstand the same."

n Repeat attestation for
additional parties if
required.

St 2121

In witness whereof, ~~We~~ ^{our} have hereunto subscribed my name, at Sydney
the thirteenth day of January in the year
of our Lord one thousand nine hundred and fourteen

Signed in my presence by the said
Annie Hamilton
Florence Hamilton
WHO ~~is~~ PERSONALLY KNOWN TO ME

Annie Hamilton
Florence Hamilton
Transferror.*

Signed in my presence
by the said Henry
Preston Stark
who is personally
known to me

W. J. J. J. J.

H. P. Stark

* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the
usual declaration that no notice of revocation has been received.

attestation is sufficient. Unless the instrument contains some special covenant by the Transferor, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

Signed in my presence by the said

David Brunskill Reid

WHO IS PERSONALLY KNOWN TO ME

Didney Allen

Conveyancer

Clark & Norton Smith & Co

Solicitors

Sydney

David Brunskill Reid
Transferree.

(* The above may be signed by the Solicitor, when the signature of Transferree cannot be procured. See note "o" in margin.)
N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

The land is sold subject to a covenant that no building will be erected on the said land of greater value than five hundred pounds £500-0-0 and to be of brick or stone and a slate or tile roof.

COVENANT UNENFORCEABLE
SEE (1966) 82 W.N. (PT.2) 241
To 23.12.70

Witness

W. Coombes J.P.

Witness to signature of
David Brunskill Reid

Didney Allen

Annie Hamilton
Flora Hamilton
Ed Staff
David Brunskill Reid

FORM OF DECLARATION BY ATTESTING WITNESS.*

Appeared before me, at

, the

day of

, one thousand nine hundred and

the attesting witness to this instrument, and declared that he personally knew

the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said

is his own handwriting, and that he was of

sound mind, and freely and voluntarily signed the same.

- q May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.
- r Name of witness and residence.
- s Name of Transferor.
- t Name of Transferor.

u Registrar-General, Deputy, Notary Public, J.P., or Commissioner for Affidavits.

(Name) Norton Smith & Co
(Address) 2 O'Connell St. Sydney

A

077322

U Hamilton and

Transferror.

David Brunskill Reid

Transferree.

Particulars entered in the Register Book, Vol. 2107
Folio 182

the 29 day of January, 1914,
at _____ minutes 15 o'clock
in the After noon.

W. H. Williams
Registrar General.

St. 3121

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 02-24-2004 BY 60322 UCBAW

76215 SS. 27-14

[illegible]

2 JAN 1948

FOUR

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:-

No Transfer can be registered until the estate is paid. If a part only of the land be transferred, the Transferor is obliged to have a Certificate for the remainder. This should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but to save this expense, it is intended to make several Transfers of portions of the land, which may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the land to be retained.

Certificates of the land to be retained separate Certificates. 20s. will be required for each additional Certificate. Transfers in common will require separate Certificates. 20s. for every new Certificate, whether issued to a Transferee or required for the residue. By the Amendment Act of 1873, the purchaser is not compelled to take out a new Certificate for the whole of the land transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.

The Transfer is not complete until the amount has been received, and the National application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

... THE ABOVE SAID LANDS ARE SUBJECT TO THE PROVISIONS OF THE REAL PROPERTY ACT AND MUST BE DEALT WITH IN THE FORMS PRESCRIBED BY THAT ACT.

PLANNING CERTIFICATE

818 Pacific Highway, Gordon NSW 2072
Locked Bag 1006, Gordon NSW 2072
T 02 9424 0000 F 02 9424 0001
DX 8703 Gordon TTY 02 9424 0875
E kmc@kmc.nsw.gov.au
W www.kmc.nsw.gov.au
ABN 86 408 856 411



UNDER SECTION 10.7 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

PROPERTY DETAILS

Address: 31 Inverallan Avenue WEST PYMBLE NSW 2073

Lot Description: Lot 28 DP 15639

CERTIFICATE DETAILS

Certificate No: ePC4630/21 **Certificate Date:** 15/11/2021

Certificate Type: Section 10.7(2)

APPLICANT DETAILS

REF: BUCKLEY/21255BB

Baker & Borthwick
1 Wharf Street
TUNCURRY NSW 2428

BACKGROUND INFORMATION

This certificate provides information on how a property (such as land, a house, a commercial building, etc.) may be used and the limits on its development. The certificate contains information Council is aware of through its records and environmental plans with data supplied by the State Government. The details contained in this certificate are limited to that required by Section 10.7 of the Environmental Planning and Assessment Act.

**THE FOLLOWING INFORMATION IS ISSUED UNDER SECTION 10.7(2)
OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**

**MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 4 –
ENVIRONMENTAL PLANNING & ASSESSMENT ACT REGULATION, 2000.**

1. Names of relevant planning instruments and development control plans

(1) Which environmental planning instruments apply to the carrying out of development on this land?

Ku-ring-gai Local Environmental Plan 2015 as published on the NSW Legislation Website on 5 March 2015.

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

State Environmental Planning Policy No.19 - Bushland in Urban Areas.
State Environmental Planning Policy No.21 - Caravan Parks
State Environmental Planning Policy No.33 - Hazardous & Offensive Development.
State Environmental Planning Policy No.44 - Koala Habitat Protection.
State Environmental Planning Policy No.55 - Remediation of Land.
State Environmental Planning Policy No.62 - Sustainable Aquaculture.
State Environmental Planning Policy No.64 - Advertising and Signage.
State Environmental Planning Policy No.65 - Design Quality of Residential Flat Development.
State Environmental Planning Policy No.70 - Affordable Housing (Revised Schemes).
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004.
State Environmental Planning Policy (State Significant Precincts) 2005.
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.
State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007.
State Environmental Planning Policy (Infrastructure) 2007.
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
State Environmental Planning Policy (Affordable Rental Housing) 2009.
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017.
State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017.
State Environmental Planning Policy (Coastal Management) 2018.
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004.

(2) Which proposed environmental planning instruments apply to the carrying out of development on this land? (Including planning proposals and proposed environmental planning instruments that are or have been the subject of community consultation or on public exhibition under the E. P. & A. Act).

There are no proposed environmental planning instruments that apply to this land.

(3) Which development control plans apply to the carrying out of development on this land?

Ku-ring-gai Development Control Plan

SPECIAL NOTE: A development control plan adds further detail to local environmental plans and may address issues such as building design, car parking, landscaping etc. Copies of the Plans are available from Council.

2. Zoning and land use under relevant local environmental plans (other than a SEPP or proposed SEPP)

(a) What is the zoning of this property and the relevant environmental planning instrument?

R2 Low Density Residential under the provisions of Ku-ring-gai Local Environmental Plan 2015.

(b) What does not require development consent under the above environmental planning instrument?

Home occupations.

Note: Please refer to the provisions for Exempt and Complying Development as described in Part 3 of Ku-ring-gai Local Environmental Plan 2015.

(c) What does require development consent under the above environmental planning instrument?

Bed and breakfast accommodation; Boarding houses; Building identification signs, Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Environmental protection works; Exhibition homes; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Hospitals; Neighbourhood shops; Oyster aquaculture; Pond-based aquaculture; Tank-based aquaculture; Places of public worship; Recreation areas; Respite day care centres; Roads; Secondary dwellings.

(d) What is prohibited under the above environmental planning instrument?

Any development not specified in item (b) or (c).

(e) What is the proposed zoning of this property and the relevant proposed environmental planning instrument?

Not applicable. There are no proposed environmental planning instruments that relate to this matter.

(f) What does not require development consent under the above proposed environmental planning instrument?

Not applicable. There are no proposed environmental planning instruments that relate to this matter.

(g) What does require development consent under the above proposed environmental planning instrument?

Not applicable. There are no proposed environmental planning instruments that relate to this matter.

(h) What is prohibited under the above proposed environmental planning instrument?

instrument?

Not applicable. There are no proposed environmental planning instruments that relate to this matter.

(i) Do any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land?

There are no provisions in Ku-ring-gai Local Environmental Plan 2015 that regulate minimum dimension sizes for the erection of a dwelling house on this property.

(j) Does the land include or comprise critical habitat?

No.

(k) Is the land in a conservation area?

No.

SPECIAL NOTE: A conservation area is a place of historic and aesthetic value to the community. It contains a number of elements of significance, such as a historic subdivision layout, a pattern of building "footprints" within each street block, buildings of historic and architectural importance, road alignments, trees, gutters and kerb edges which all combine to create a sense of place that is worth keeping. Council's Heritage Planner can provide you with more information on this matter.

(l) Is an item of environmental heritage situated on the land?

No.

SPECIAL NOTE: You are advised that the consent authority may, before granting consent to any development: (a) on land on which a heritage item is located, or (b) on land that is within a heritage conservation area, or (c) on land that is within the vicinity of land referred to in paragraph (a) or (b), require a heritage management document to be prepared that assesses the extent to which the carrying out of the proposed development would affect the heritage significance of the heritage item or heritage conservation area concerned.

3. Complying development

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

(Special Note: It is your responsibility to ensure that you comply with any other general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to do so may mean that a Complying Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid).

Container Recycling Facilities Code

Complying development under the Container Recycling Facilities Code **may** be carried out on the land.

Commercial and Industrial Alterations Code

Complying development under the Commercial and Industrial Alterations Code **may** be carried out on the land.

Commercial and Industrial (New Buildings and Additions) Code

Complying development under the Commercial and Industrial (New Buildings and Additions) Code **may** be carried out on the land.

Demolition Code

Complying development under the Demolition Code **may** be carried out on the land.

Fire Safety Code

Complying development under the Fire Safety Code **may** be carried out on the land.

General Development Code

Complying development under the General Development Code **may** be carried out on the land.

Housing Code

Complying development under the Housing Code **may** be carried out on the land.

Housing Alterations Code

Complying development under the Housing Alterations Code **may** be carried out on the land.

Low Rise Medium Density Housing Code

Complying development under the Low Rise Medium Density Housing Code **may** be carried out on the land.

Subdivision Code

Complying development under the Subdivision Code **may** be carried out on the land.

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

Not applicable. This matter does not apply to land within Ku-ring-gai Local Government Area.

5. Mine subsidence

Is the land proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961?

No. Council has not been notified that the land is subject to such a proclamation.

6. Road widening and road realignment

Is the land affected by any road widening or road realignment under the Roads Act, any environmental planning instrument or any resolution of council?

No.

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

Is the land affected by a policy adopted by council, or by any other public authority required to be referred to in a planning certificate, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, contamination, acid sulphate soils or other risk (other than flooding)?

No.

Note: A review of Council's readily available records has been conducted to identify previous land uses that may have caused land contamination. This review did not reveal any reason for contamination of this property. However, prior to urban settlement, sizeable areas of Ku-ring-gai were covered by agricultural and horticultural activities. These uses are listed in the Managing Land Contamination Planning Guidelines as activities that may cause contamination. If you are concerned about possible contamination of the site you should make your own investigations regarding the condition of this property.

7A. Flood related development controls information

Is the land or part of the land within the flood planning area and subject to flood related development controls?

No.(Unknown)

The flood risk of this land has not yet been mapped. Unmapped locations may also be subject to flood related development controls

Is the land or part of the land between the flood planning area and the probable maximum flood and subject to flood related development controls?

No.(Unknown)

The flood risk of this land has not yet been mapped. Unmapped locations may also be subject to flood related development controls

SPECIAL NOTE: Flood planning area has the same meaning as in the Floodplain Development Manual. Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005. Probable maximum flood has the same meaning as in the Floodplain Development Manual.

8. Land reserved for acquisition

Do any environmental planning instruments or proposed environmental planning instruments referred to in clause 1 make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act?

No.

9. Contribution plans

Which contribution plans apply if this land is developed?

Ku-ring-gai Contributions Plan 2010.
Ku-ring-gai s94A Contributions Plan 2015.

SPECIAL NOTE: A contribution plan, commonly known as a section 94 plan, outlines the financial costs Council charges if land is developed and Council believes the development will require additional services such as parks, roads etc. Copies of the contribution plans are available from Council.

9A. Biodiversity certified land

Is the land, land that is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016?

Council has not been notified that the land is biodiversity certified land.

SPECIAL NOTE: Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016.

10. Biodiversity stewardship sites

Is the land, land that is a biodiversity stewardship site under a biodiversity stewardship agreement under part 5 of the Biodiversity Conservation Act 2016?

Council has not been notified that the land is biodiversity stewardship land.

SPECIAL NOTE: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016.

10A. Native vegetation clearing set asides

Is the land, land that contains a set aside area under section 60ZC of the Local Land Services Act 2013?

Council has not been notified that the land contains a set aside area.

11. Bush fire prone land

Is the land bush fire prone land?

No.

SPECIAL NOTE: Bush fire prone land is defined in section 4 of the Environmental Planning and Assessment Act 1979 as meaning "land recorded for the time being as bushfire prone land on a bush fire prone land map for the area". The "area" is the local government area of Ku-ring-gai.

12. Property vegetation plans

Is the land, land to which a property vegetation plan under Native Vegetation Act 2003 applies?

Council has not been notified that the land is subject to an approved property vegetation plan.

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

Is the land, subject to an order under the Tree (Disputes between neighbours) Act 2006 to carry out work in relation to a tree on the land?

Council has not been notified that the land is subject to such an order.

14. Directions under Part 3A

Is the land, land subject to a direction under Part 3A Section 75P(2)(c1) of the Environmental Planning and Assessment Act 1979 No.203?

No.

15. Site Compatibility certificates and conditions for seniors housing

Is there a current site compatibility certificate (seniors housing), of which council is aware, in respect of proposed development on the land issued under clause 24 of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004?

The land is not subject to such a current site compatibility certificate (seniors housing) of which Council is aware.

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

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

The land is not subject to such a valid site compatibility certificate (infrastructure) of which Council is aware.

17. Site Compatibility certificates and conditions for affordable rental housing

Is there a current site compatibility certificate (affordable rental housing), of which council is aware, in respect of proposed development on the land issued under clause 37 of State Environmental Planning Policy (Affordable Rental Housing) 2009?

The land is not subject to such a current site compatibility certificate (affordable rental housing) of which Council is aware.

18. Paper subdivision information

Is the land, land subject to a development plan adopted by a relevant authority, land proposed to be subject to a consent ballot or land subject to a subdivision order?

Not applicable.

SPECIAL NOTE: Words and expressions used in this item have the same meaning as they have in Part 16C of the Environmental Planning and Assessment Regulation 2000.

19. Site verification certificate

Is there a current site verification certificate, of which council is aware, in respect of the land issued under clause 17C of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007?

The land is not subject to a current site verification certificate of which Council is aware.

SPECIAL NOTE: A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land – see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

20. Loose-fill asbestos insulation

Does the land include any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division?

NSW Fair Trading has not provided Council with written confirmation that this property is listed on the Loose-Fill Asbestos Insulation Register.

SPECIAL NOTE: Some residential homes located in the Ku-ring-gai Local Government Area have been identified as containing loose-fill asbestos insulation, for example in the roof space. NSW Fair Trading maintains a Register of homes that are affected by loose-fill asbestos insulation.

You should make your own enquiries as to the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 1980, the council strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether loose-fill asbestos is present in any building on the land and, if so, the health risks (if any) this may pose for the building's occupants.

For further information about the Loose-fill asbestos Public Register contact NSW Fair Trading. Tel: 13 32 20 or www.loosefillasbestos.nsw.gov.au.

21. Affected building notices and building product rectification orders

(1) Is there any affected building notice of which council is aware that is in force in respect of the land?

No.

- (2) Is there any building product rectification order of which council is aware that is in force in respect of the land and has not been fully complied with?**

No.

- (3) Has any notice of intention to make a building product rectification order of which council is aware has been given in respect of the land and is outstanding?**

No.

SPECIAL NOTE: The terms "affected building notice" and "building product rectification order" have the same meaning as in the Building Products (Safety) Act 2017.

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) Is the land to which this certificate relates significantly contaminated land within the meaning of that Act?**

No.

- (b) Is the land to which this certificate relates subject to a management order within the meaning of that Act?**

No.

- (c) Is the land to which this certificate relates subject to an approved voluntary management proposal within the meaning of that Act?**

No.

- (d) Is the land to which this certificate relates subject to an ongoing maintenance order within the meaning of that Act?**

No.

- (e) Is the land of which this certificate relates subject to a site audit statement within the meaning of the Act?**

No.

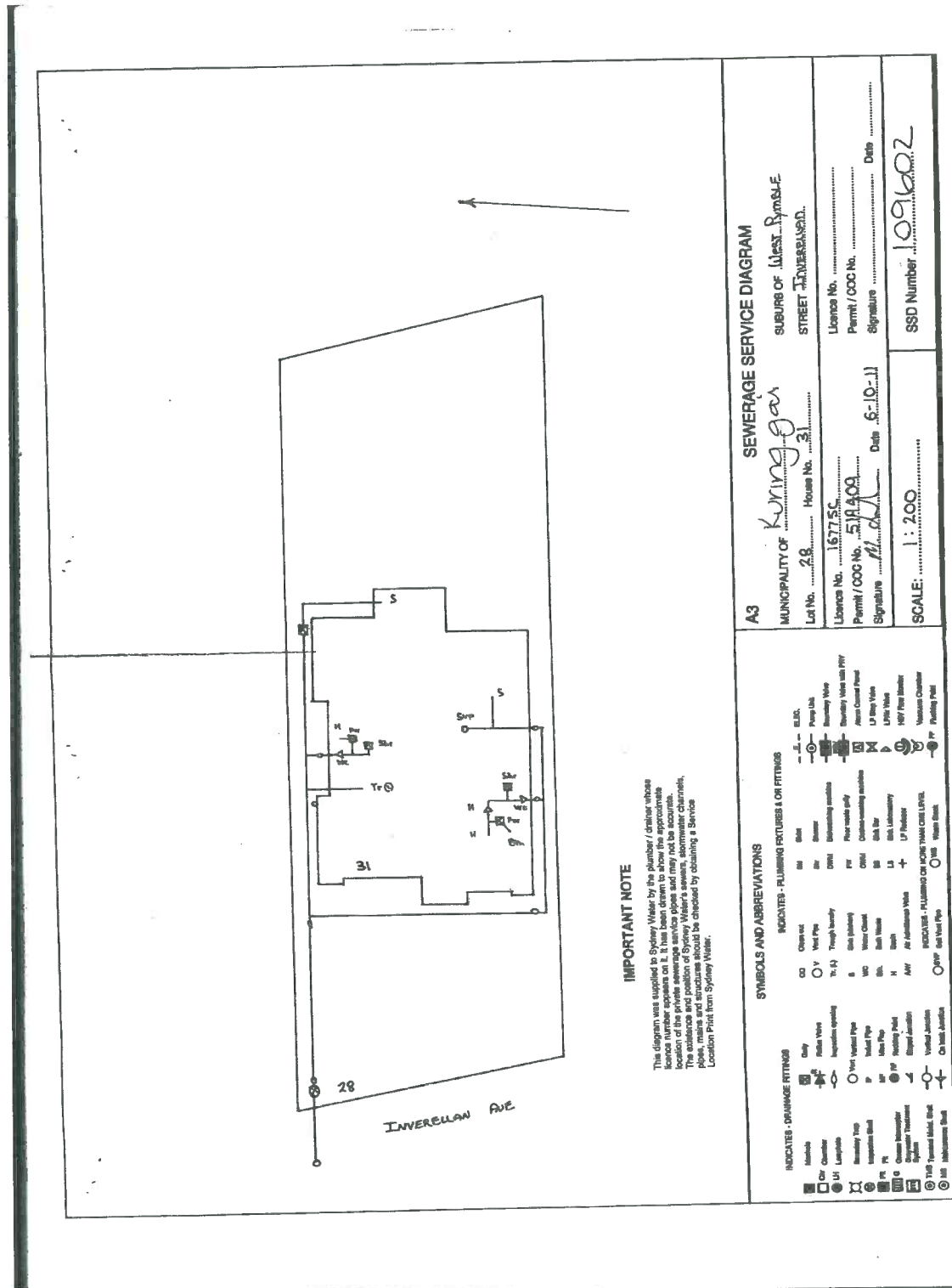
SPECIAL NOTE: If you have any concerns about land contamination beyond the information described in this certificate, you should contact the NSW Environmental Protection Authority. Tel: 131 555 or email info@environment.nsw.gov.au.



John McKee
General Manager

Sewer Service Diagram

Application Number: 1292985



Document generated at 15-11-2021 02:16:02 PM

Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a Service location print.



Miss Dolphin Pool Inspections

Phone: 0424 165 168

Email: Julia@missdolphin.com.au

Reference 2021110210

NOTICE OF NON - COMPLIANT SWIMMING POOL

Tim Buckley
31 Inverallan Avenue
West Pymble
NSW 2073

A swimming pool inspection was conducted at the below premises, at the request of the pool owner/ managing agent as required by S22C of the *Swimming Pools Act 1992*.

S22D of the Act requires the Registered Swimming Pool Inspector to issue a Certificate of Compliance, where the swimming pool complies with the requirements of this Part of the Act.

Where a swimming pool does not comply, S22E of the Act requires the accredited certifier to issue a written notice to the owner of the swimming pool, providing reasons why the pool does not comply and the steps that need to be taken in order to achieve compliance.

This swimming pool was found to be non-compliant. The following written notice provides detailed information regarding those areas of non-compliance.

Notice Information

Date of Issue	Tuesday, 2 November 2021
Date of inspection:	Tuesday, 2 November 2021
Registered Swimming Pool Inspector:	Julia Xu
Accreditation number:	BDC 2962

Client Information

Contact person:	Tim Buckley
Pool owner:	Tim Buckley
Telephone contact:	0408 102 127
Email :	timabuckley@outlook.com

Location of Swimming Pool

Street address:	31 Inverallan Avenue
Suburb:	West Pymble
State:	NSW
Postcode:	2073
SP/DP/CA/NA No:	28/-/DP15639
Local Government area:	Ku-ring-gai

Commencing 1 May 2013, Australian Standard AS 1926.1-2012 was introduced to NSW for swimming pool compliance.

Notwithstanding that in accordance with the requirements of Part 2 of the Swimming Pools Act, where the barrier is not found to be in compliance with the barrier requirements when the pool was built or the existing pool barrier has not at all times continued to have complied with the standard that applied to the barrier at the time it was constructed, the current standards AS1926.1-2012 should be applied, the Office of Local Government has clarified that if a pool has only requires minor maintenance work, it should be assessed against the original Australian Standard that applied when the pool was built provided that otherwise the swimming pool has otherwise continued to comply with that standard.

Additionally barrier exemptions no longer apply, and are removed, if the pool barrier is substantially altered or rebuilt (other than if it requires only minor maintenance work in order to remain compliant) at the time of inspection then the swimming pool barrier must comply with the standard current at the time of the alteration, or alternatively, the current Australian Standard.

The table below identifies the Standard applicable to your swimming pool, based on the date of construction if an exemption is applicable.

Between 1 September 2008 – 30 April 2013		▼
Australian Standard & Regulation (at time pool was built)	Pool Construction Commenced	
AS 1926.1-2007 and Swimming Pools Regulation 2018	Between 1 September 2008 – 30 April 2013	
No substantial Changes to the barrier since Construction but requires "Major" maintenance		▼
Assessment of Standard to Apply		
It has been assessed by the Registered Swimming Pool Inspector there has not been any substantial alteration or rebuilding works completed on the pool barrier however there are "major" maintenance works required to the pool barrier and the compliance assessment must be completed in accordance with the requirements of the AS 1926.1- 2012. The maintenance works must be completed, and reinspected by a Registered Swimming Pool Inspector, before a Compliance Certificate can be issued. A Non-compliance Certificate will be issued identifying the maintenance required to meet compliance. The current status of the pool safety barrier is not considered to be a "significant risk" by the Registered Swimming Pool Inspector and there is no immediate requirement to provide notice to the local government authority (Council).		
Australian Standard or Regulation applied to this Inspection & Report		
AS 1926.1-2012 and Swimming Pools Regulation 2018		

The following areas of non-compliance were found during this inspection:

Note: Pictures give examples only, all non-compliances must be assessed for all elements (eg: for the full length of the barriers etc). The whole of the pool needs to be compliant when inspected.

Compliance Issue 1: Non-climbable Zone (NCZ)

Australian Standard

AS1926.1-2012

2.1 General

The height and radius of the arc of NCZs (other than NCZ 4) shall be not less than 900mm, within a NCZ there shall be no handholds or footholds, objects or plants that will facilitate climbing.

Where NCZs are required they shall apply to the entire length of a barrier.

2.2.2 Barriers Less than 1800mm in height

The following NCZs shall be present on all barriers with a height less than 1800mm:

(a) NCZ 1 is a 900mm vertical plane on the outside face of a barrier. This NCZ may be located anywhere within the perpendicular height of a barrier or, where present, anywhere between the horizontal components or handholds or footholds on a barrier.

(b) NCZ 2 is a quadrant on the outside of a barrier created by a 900mm radius down from the top of the NCZ 1 above.

(c) NCZ 3 is a quadrant on the outside of a barrier created by a 900mm radius up from the top of the barrier. When the top of NCZ 1 is below the top of the barrier then NCZ 3 shall extend vertically down to the top of NCZ 1. NCZ 3 is applicable only to the space created by the quadrant and does not apply to any item or component on, or that is part of, the barrier.

(d) NCZ 4 is required on all barriers with vertical openings 10-100mm in width and is a 900mm high by 300mm deep rectangular space on the inside of the barrier and shall align with NCZ 1.

2.3.1 Features and objects near a barrier

In addition to the provisions of Clause 2.2, steps, retaining walls, objects or level changes that would otherwise reduce the height of a barrier within a property shall not be located within 500 mm of the barrier.

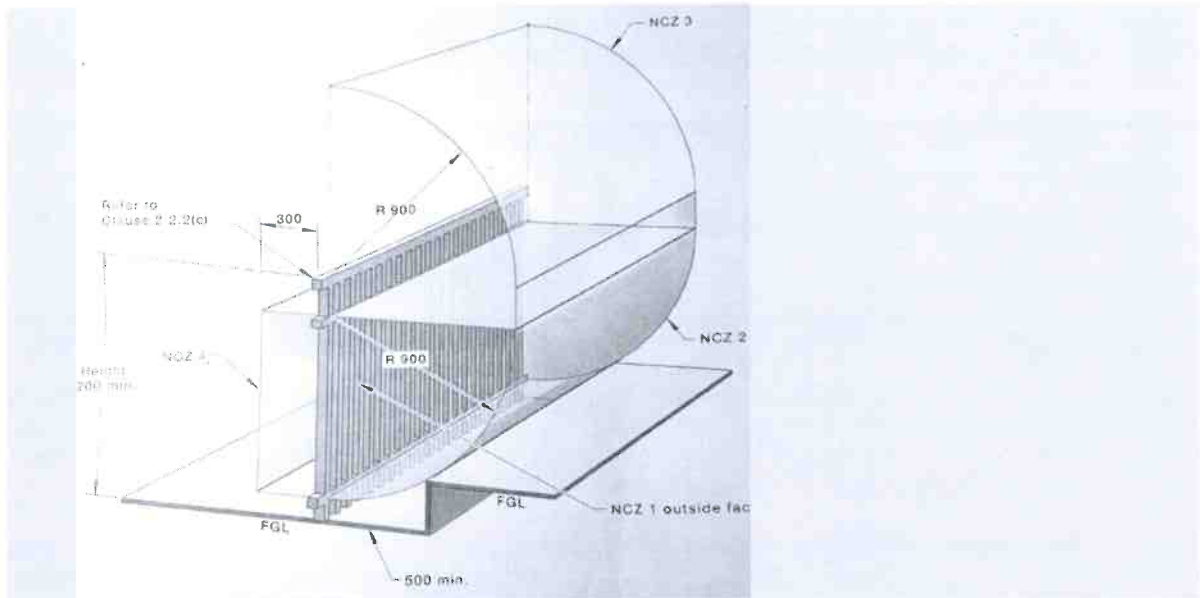
2.3.4 Surface projection and indentations Projections and indentations, or any combination thereof, within the NCZ 1, shall not from a horizontal surface with a depth greater than 10 mm. For a barrier having random projections and/or indentations with horizontal surface of a depth greater than 10 mm the following requirements shall apply: (a) All such lower surfaces shall be not less than 900 mm from the top of the barrier. (b) All such higher surfaces shall be not less than 900 mm above the finished ground level. (c) High and low surfaces shall be not less than 900 mm apart.

2.3.5 Horizontal components

In addition to the relevant requirements of Clause 2.2, barriers less than 1800 mm in height shall comply with the following:

(a) No barrier shall incorporate a horizontal component within NCZs 1 and 2, with a top surface depth greater than 10 mm nor any component, that can be used as a handhold or foothold, unless such top surface is sloped at not less than 60 degree from the horizontal plane.

➤ Diagrams representing the standard are displayed below



Issue to be resolved

- There are climbable items located within 300 mm on the inside of the swimming pool internal barrier fence, specifically the bush. Climbable items can be used by young children to access the swimming pool.
- Photographs demonstrating this issue are inserted below



Resolution Suggestion

- The suggestion(s) below, or alternative resolution methods, should be completed in accordance with the Swimming Pools Act 1992 and its regulations together with the clause noted above from AS 1926.1-2012 and Swimming Pools Regulation 2018.
- Remove or relocate all climbable items at least 300 mm away from the inside of the internal swimming pool barrier fence. Alternatively, relocate the child-resistant barrier to ensure the climbable item does not breach the 300 mm non-climbable zone or any other non-climbable zone.

Compliance Issue 2: Boundary Fence and NCZ 5

Australian Standard

Australian Standard AS 1926.1-2012

2.2.4 Boundary barrier

Where a boundary fence acts as a barrier to a pool, it shall have a height not less than 1800 mm on the inside and NCZ 5 formed as a quadrant of 900 mm radius down from the top of the inside of the barrier. The following also apply:

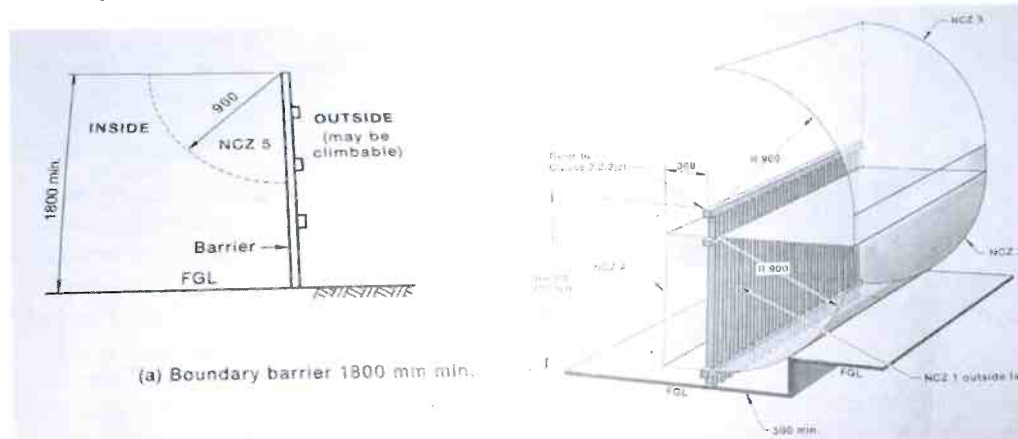
(a) NCZ 5 is not invalidated by the intersection of a compliant internal fence provided the width of the top rail or surface of the intersecting barrier is not more than 50 mm wide at any point within the non-climbable zone and intersects at an angle of between 45 and 135 degrees to the 1800 mm boundary barrier.

2.3.1 Features and objects near a barrier.

(b) Where the top rail or surface of the internal barrier is greater than 50 mm and is located within the NCZ 5, the height of the lower barrier shall extend to a height not less than 1800 mm and extend not less than 900 mm from the intersection.

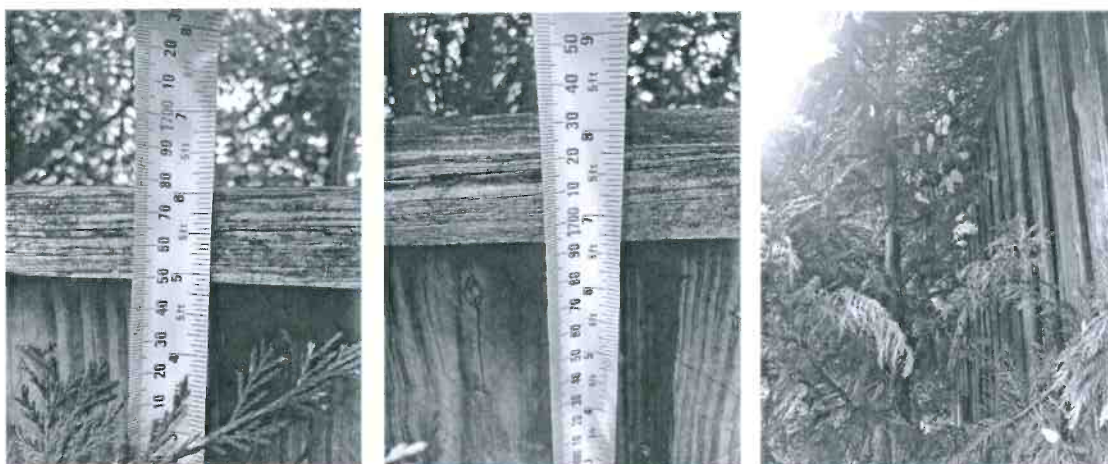
In addition to the provisions of Clause 2.2, steps, retaining walls, objects or level changes that would otherwise reduce the height of a barrier within a property shall not be located within 500 mm of the barrier.

- Diagrams representing the standard are displayed below



Issue to be resolved

- The boundary barrier is being used as part of the swimming pool barrier. The boundary barrier is required to be a minimum height of 1800 mm when measured from the inside of the swimming pool area in order to comply with the Australian Standard. Part of the boundary fence is less than 1800 mm.
- The boundary barrier is being used as part of the swimming pool barrier. A 900 mm non climbable zone (900 mm NCZ 5) must be maintained on the inside of the boundary barrier. The 900 mm NCZ 5 is measured in a radius from the top of the boundary fence and acts to restrict a child scaling down into the swimming pool area. Climbable objects can be used by young children to aid access to the swimming pool. The required 900mm non climbable zone (NCZ 5) on the boundary barrier is compromised by plants located within the required 900mm non climbable zone (NCZ 5) or within 500mm exclusion zone of the boundary at ground level.
- Photographs demonstrating this issue are inserted below



Resolution Suggestion

- The suggestion(s) below, or alternative resolution methods, should be completed in accordance with the Swimming Pools Act 1992 and its regulations together with the clause noted above from AS 1926.1-2012 and Swimming Pools Regulation 2018
- Raise the height of the boundary fence to maintain a minimum height of at least 1800mm and at least 900mm past the point where the internal barrier fence joins the boundary. This can be achieved by adding a permanent addition to the fence made of a durable material. It is suggested that agreement is made with neighbours before this solution is installed. Care must be taken in extending the fence height to ensure it is of a sturdy construction and does not create any hand and foot holds of more than 10mm where fixed to the existing fence.
- Lawfully remove all climbable vegetation, including tree branches and bushes from within the 900mm NCZ in accordance with the assessed standard. Regular maintenance is required to control the regrowth of climbable vegetation.
The trunks of trees at ground level should not be within 500mm set back of the boundary fence in accordance with the assessed standard.

Compliance Issue 3: CPR Sign

Australian Standard

Part 3 Warning notices

10 Contents of warning notices

(1) For the purposes of section 17 (1) of the Act, the sign referred to in that subsection must bear a notice that contains all of the following:

- (a) the words
 - i) "young children should be actively supervised when using this swimming pool", and
 - ii) "pool gates must be kept closed at all times", and
 - iii) "keep articles, objects and structures clear of the pool fence at all times"
- (b) a flow chart containing details of resuscitation techniques,
- (c) a statement to the effect that formal instruction in resuscitation is essential
- (d) the name of the teaching organisation that published the sign and the date of publication.

11 Legibility of warning notices

For the section of 17 (1) and (2) of the Act, the signs referred to in section 17 (1) of the Act and clause

10 (3) of the Regulation must be:

- (a) legible from a distance of at least 3 metres, and
- (b) maintained in a clearly legible condition.

Issue to be resolved

- The CPR sign is out of date and does not comply with the assessed standard.
- Photographs demonstrating this issue are inserted below



Resolution Suggestion

- The suggestion(s) below, or alternative resolution methods, should be completed in accordance with the Swimming Pools Act 1992 and its regulations together with the clause noted above from AS 1926.1-2012 and Swimming Pools Regulation 2018.
- Install an appropriate sign including details of resuscitation CPR techniques and placed in the immediate vicinity of the pool area which can be easily read from a distance of 3 metres, facing the inside of the pool in accordance with the assessed standard.

End of compliance issues

The Registered Pool Inspector is required to provide you with a warning that the pool owner is required under S 22E of the Swimming Pool Act 1992 to make necessary arrangements to rectify the non-compliance areas identified in this notice and arrange for a reinspection 6 weeks of the date of this inspection. Where a Certificate of Compliance is not issued to the pool owner within the 6 weeks by the Registered Swimming Pool Inspector a copy of this notice must be forwarded to the local authority within 5 days after the end of the 6 week period.

Resolution Suggestions may not be the only method that identified compliance issues can be resolved. No construction advice, design or other building service should be imputed to the suggestions provided. It is recommended that you make enquiry of neighbours and local government planning and building requirements prior to commencing rectification work.

Note: Photographs and diagrams in this report give examples only and the whole barrier must be compliant. In addition the process of rectifying issues outlined in this report could create or uncover further issues that were not previously visible or reported.

The whole of the pool barrier needs to be compliant at the time of the final inspection.

Thank you for allowing Miss Dolphin to assist you with your swimming pool safety inspection. Miss Dolphin will be pleased to assist you with your reinspection however you may select any Registered Swimming Pool Inspector to complete this inspection for you.

Your re-inspection must be completed by: Tuesday, 14 December 2021

Please do not hesitate to contact us should you have any further questions or require further assistance regarding this matter.

Miss Dolphin Pool Inspections

Phone: 0424 165 168

Email: Julia@missdolphin.com.au

Non Compliance Notice: Date of Issue: Tuesday, 2 November 2021

We look forward to assisting you to obtain your Certificate of Compliance.



101

ABN: 63 119 997 590
1-3 Thornleigh St, Thornleigh NSW 2120
ph: 9980 2155 fax: 9980 2166 E-mail: admin@fbcc.com.au

COMPLYING DEVELOPMENT CERTIFICATE

Complying Development Certificate Number CDC: 2011/0316 Approval Date: 25.03.11

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

Date Application Received: 28.02.11 Date of Lapse of Certificate : 25.03.16

Council : Ku-ring-gai

Name of Certifying Authority: Fitzgerald Building Certifiers Pty. Ltd.
Accreditation No: ABC 2
Accredited Certifier: Paul Fitzgerald
Accreditation Body: BUILDING PROFESSIONALS BOARD

Applicant: Timothy Buckley C/- Homestead Homes Builders
Address: 12 Craigend Pl, Bella Vista NSW 2153
Contact Number: 9629 5199

Owner: Timothy Buckley
Address: 2 Malory Avenue, West Pymble NSW 2073

Subject Land: Lot 28 DP: 15639 No. 31 Inverallan Ave, West Pymble

Description of Development – Construction of a new dwelling

Building Code of Australia Classification: 1a Value of Work: \$ 498,637.00

Builders Details

Name: Homestead Home Builders
Licence Number: 37893
Address: 12 Craigend Pl, Bella Vista NSW 2153
Contact Number: 9629 5199

Approved Plans:

Plans prepared by	Drawings No.	Dated
Homestead Home Builders	1496, Sheets 1 - 6	4.03.11

Engineers details prepared by	Drawings No.	Dated
Residential Engineering	HH0291, Sheets 1 - 11	7.03.11

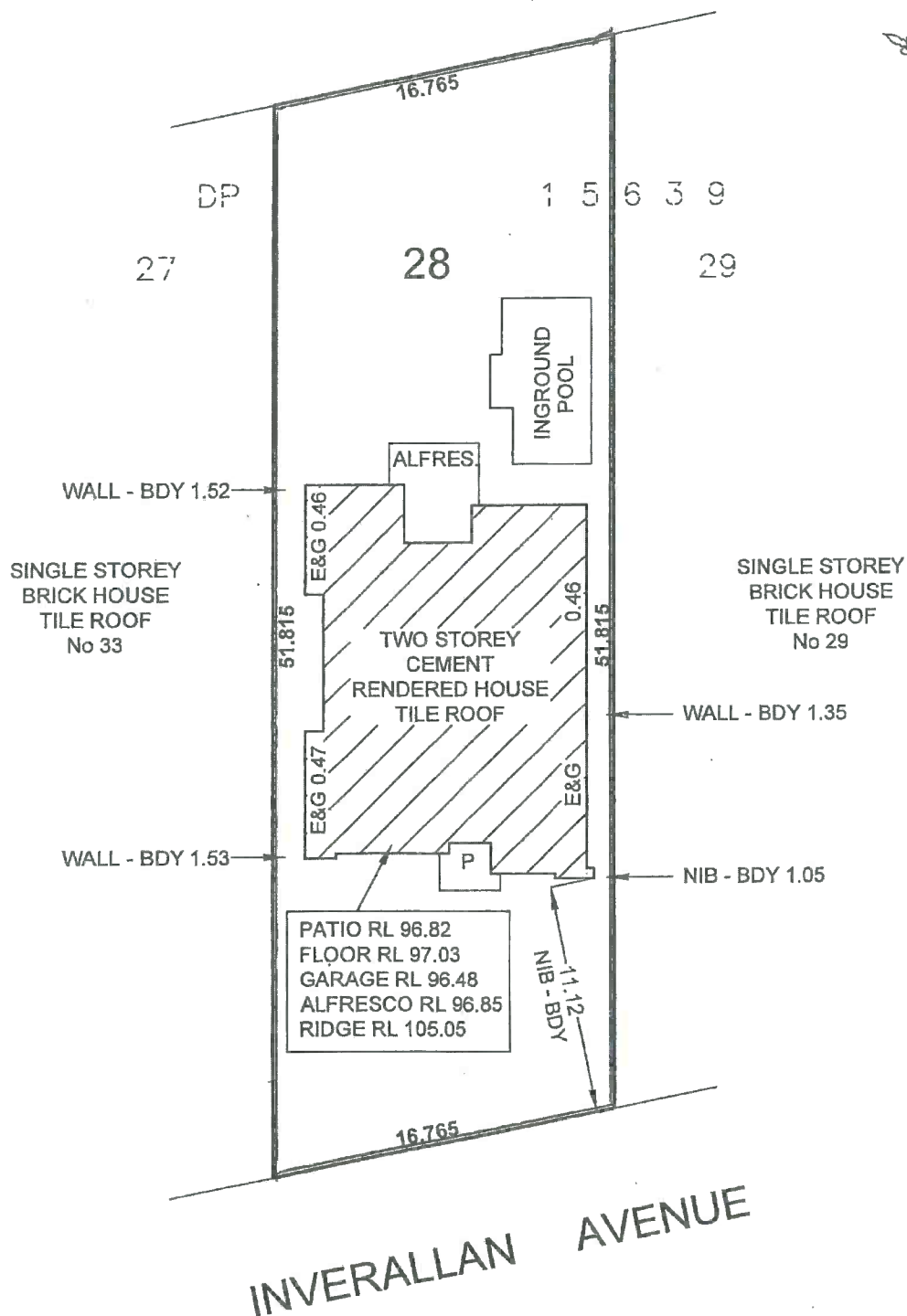
Basix Certificate	Certificate No.	Dated
	362643S	25.02.11

'This Certificate is approved subject to the prescribed conditions listed under Division 3 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 under the : Environmental Planning & Assessment Act 1979 as attached

SKETCH

.G.A. KU-RING-GAI

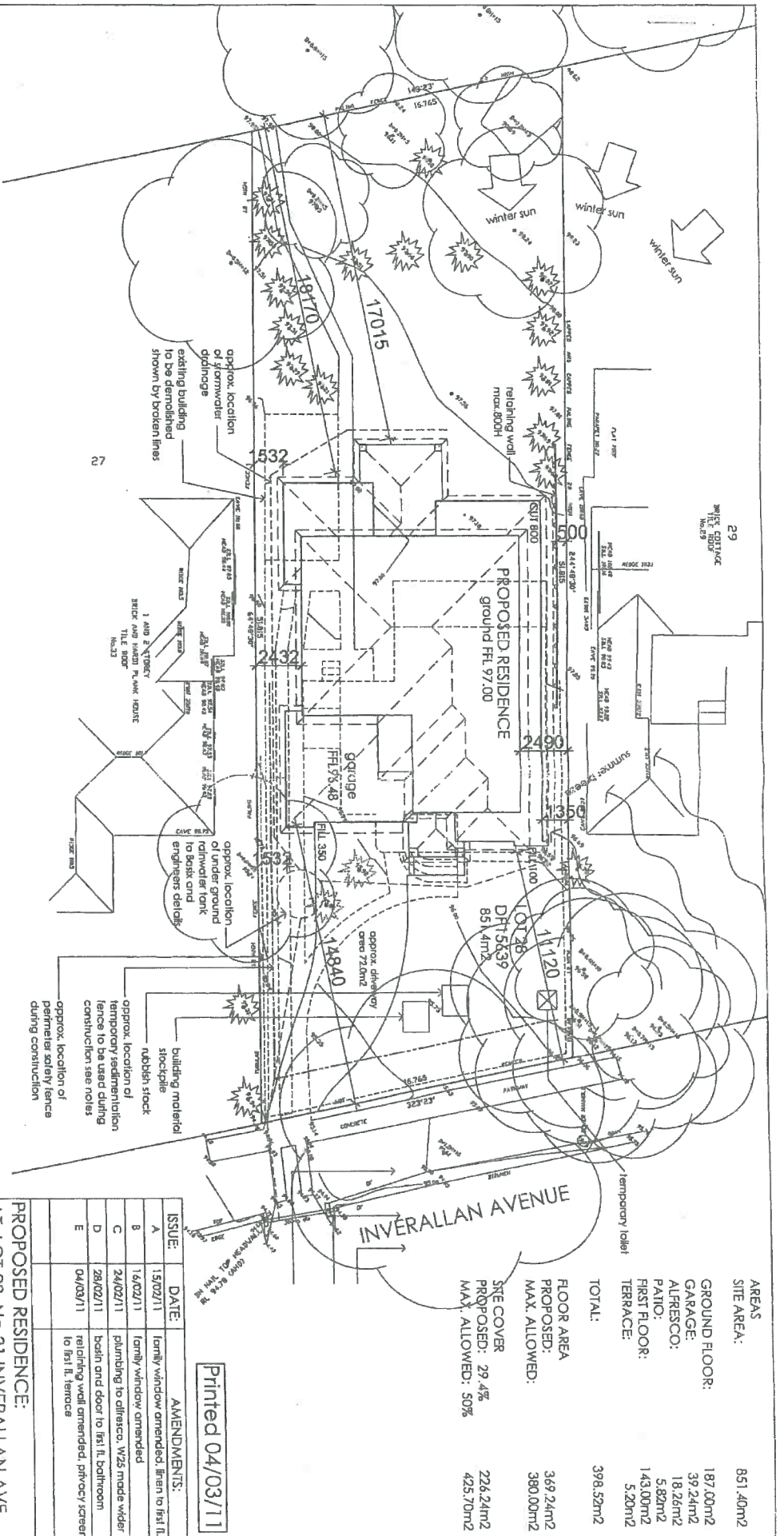
THIS PLAN IS FOR AN IDENTIFICATION SURVEY ONLY AND AS SUCH IS NOT REGISTERED BY THE REGISTRAR OF TITLES. SUBSEQUENT REGISTERED OR OTHER SURVEYS IN THIS AREA MAY AFFECT THE BOUNDARY DEFINITION SHOWN ON THE PLAN. ANY DIFFERENCES SO CAUSED ARE BEYOND THE CONTROL OF CHADWICK, CHENG SURVEYORS.



- * Building materials mentioned in this report are descriptive only and not necessarily accurate.
- * Boundaries have not been marked by this survey.
- * The information shown hereon is for identification only and should not be used for any other purpose.
- * The location of services & drainage and minor structures has not been determined by this survey.
- * Disclaimer of Liability and Copyright - see front page.

ATE: 20.10.2011

REFERENCE: 30094 / F



AREAS
SITE AREA: 851.40m²

GROUND FLOOR:

187.00m²

GARAGE: 39.24m²

ALFRESCO: 18.26m²

PATIO: 5.82m²

FIRST FLOOR: 143.00m²

TERRACE: 5.20m²

TOTAL: 398.52m²

FLOOR AREA

PROPOSED: 349.24m²

MAX. ALLOWED: 380.00m²

SITE COVER

PROPOSED: 27.4%

MAX. ALLOWED: 425.70m²

Printed 04/03/11

PROPOSED RESIDENCE:

AT: LOT 28, No.31 INVERALLAN AVE.

WEST PYMBLE DP 15639

FOR: MR BUCKLEY & MS MALL

TITLE: SITE PLAN

SCALE: 1:200

DATE: 10/02/11

DRAWN: HOMERQUEST DISPLAY VILLAGE

E.G. 12 CRAIGEND PLACE BELLA VISTA

TELEPHONE: 9629 5199

FAX: 9629 5299

ISSUE: E

DWG NO: 1496

01/06

SITE PLAN NOTE

ALL SITEWORKS INDICATED ARE ILLUSTRATIVE ONLY

FINAL LEVELS MAY BE SUBJECT TO ADJUSTMENT, SUCH ADJUSTMENTS, WHILE COMPLYING WITH COUNCIL REQUIREMENTS REMAIN AT THE DISCRETION OF THE BUILDER

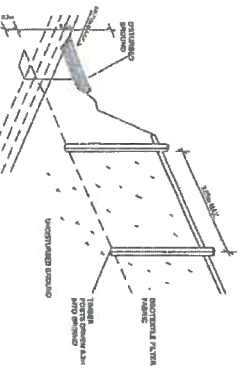
THIS PLAN HAS BEEN PREPARED FROM A COMBINATION OF FIELD SURVEY AND EXISTING RECORDS FOR THE PURPOSE OF CONSTRUCTION ON THE LAND AND SHOULD NOT BE USED FOR ANY OTHER PURPOSE.

PRIOR TO ANY DEMOLITION, EXCAVATION OR CONSTRUCTION ON THE SITE, THE RELEVANT AUTHORITY SHOULD BE CONTACTED FOR POSSIBLE LOCATION OR FURTHER UNDERGROUND SERVICES AND DETAILED LOCATION OF ALL SERVICES.

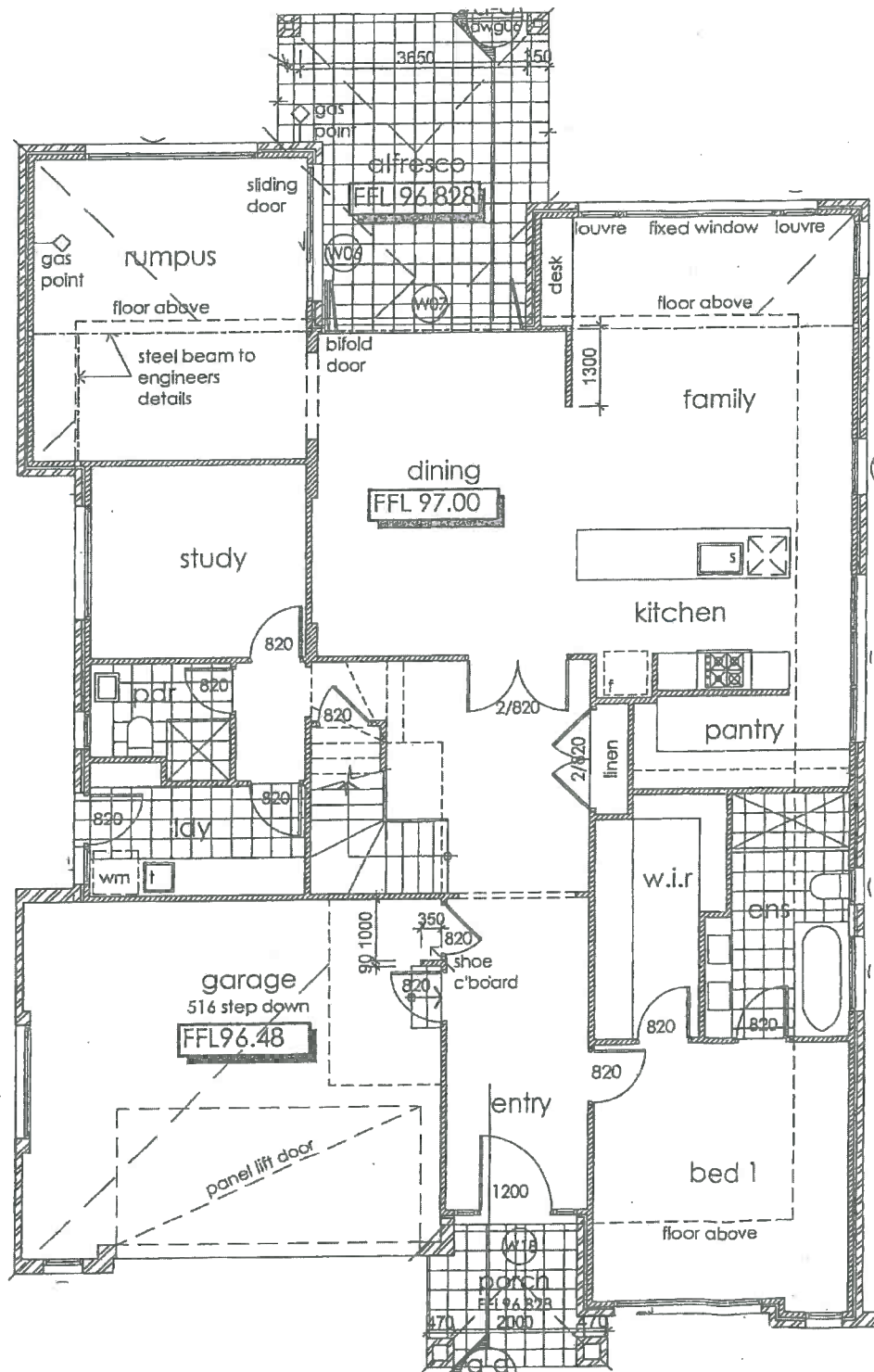
CONTOURS HAVE BEEN PROVIDED BY CHADWICK CHENG CONSULTING SURVEYORS

SEDIMENTATION CONTROL NOTES

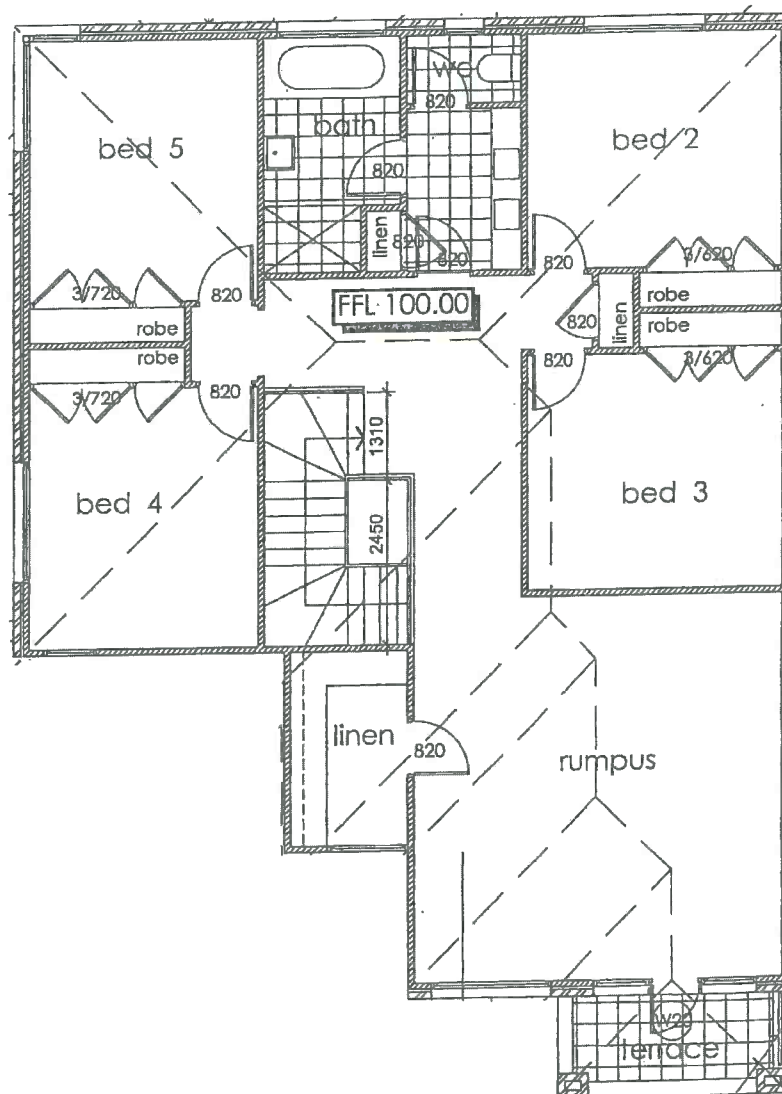
1. ALL EROSION AND SEDIMENTATION CONTROL MEASURES, INCLUDING REVEGETATION AND STORAGE OF SOIL AND TOPSOIL, SHALL BE IMPLEMENTED TO THE STANDARDS OF THE SOIL CONSERVATION OF NSW.
2. ALL DRAINAGE WORKS SHALL BE CONSTRUCTED AROUND ALL INLET PITS, CONSISTING OF 300mm WIDE X 300mm DEEP TRENCH.
3. ALL SEDIMENT BASINS AND TRAPS SHALL BE CLEANED WHEN THE STRUCTURES ARE A MAXIMUM OF 60% FULL OF SOIL MATERIALS, INCLUDING THE MAINTENANCE PERIOD.
4. ALL DISTURBED AREAS SHALL BE REVEGETATED AS SOON AS THE RELEVANT WORKS ARE COMPLETED.
5. SOIL AND TOPSOIL STOCKPILES SHALL BE LOCATED AWAY FROM THE DRAINAGE LINES AND AREA WHERE WATER MAY CONCENTRATE.
6. FILTER SHALL BE CONSTRUCTED BY STITCHING A FILTER FABRIC (PROPER OR APPROVED EQUIVALENT) BETWEEN POST AT 3.0M CENTRES. FABRIC SHALL BE BURIED 150mm ALONG ITS LOWER EDGE.



உணவுப் பழக்கங்கள்



MR BUCKLEY & MS NIACE
No 31 INVERARAW AVENUE
WEST PYMBLE



chadwickcheng

consulting surveyors

abn : 27 446 939 101

cheng B.SURV M.I.S .AUST

suite 317 / 5 celebration drive norwest business park
po box 7979 baulkham hills bc nsw 2153

p: 8883 2622
f: 8883 2633
e: admin@cca.net.au

REFERENCE: 30094

CLIENT: HOMESTEAD HOME BUILDERS

PROPERTY: 31 INVERALLAN AVENUE
WEST PYMBLE

We have surveyed the land edged red on sketch herewith being the whole of the land contained in Certificate of Title Folio Identifier No.28/15639 being Lot 28 in Deposited Plan No.15639 having a frontage of 16.765 metres to Inverallan Avenue at West Pymble in the Local Government Area of Ku-ring-gai.

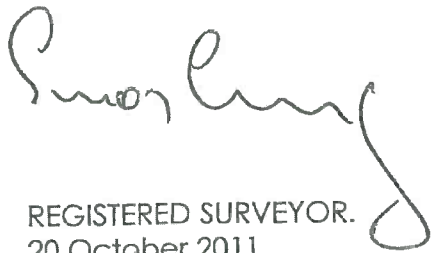
WE HEREBY CERTIFY that erected thereon is a two storey cement rendered house which stands wholly on the above described land well within the boundaries thereof, and does not encroach upon any adjoining property or street.

In accordance with Section 149A of the Environmental Planning & Assessment Act as amended, for the purposes of a Building Certificate we have noted on the attached sketch the distances of walls and roof overhang relative to the boundaries of the subject land.

The property is affected by a Covenant endorsed on the Certificate of Title and contained in Transfer No.A77322.

We find no apparent encroachments of note by or upon the subject property.

Relevant detail is shown on the sketch herewith together with sufficient information for identification purposes. This survey has been made specifically to identify the position of the new dwelling on the land and should not be used for conveyancing or other similar purposes. Any future development or extensions would require the boundaries to be marked on the ground.



REGISTERED SURVEYOR.
20 October 2011

BASIX Completion Receipt

Receipt no.: CR-663064-362643S

This receipt is confirmation that the certifying authority identified below has satisfied the requirements of clause 154C of the Environmental Planning and Assessment Regulation 2000 for the development described in the 'BASIX Certificate details' section below.

Director-General
Date of issue: Wednesday, 09/11/2011



Planning &
Infrastructure

Principal certifying authority

Name: Paul Fitzgerald
Accreditation scheme: BPB
Accreditation number: 0119

Final Inspection

Date of final inspection: Wednesday, 09/11/2011

BASIX Certificate details

BASIX Certificate no.	362643S
Project name	11-11902
Street address	31 Inverallan Avenue
Suburb	WEST PYMBLE
Postcode	2073
Local Government Area	Ku-ring-gai Council

Home Warranty
Insurance
Certificate of Insurance

Policy Number
BN-0031500-BWI-10



**Home Warranty
Insurance Fund**

Level3, 85 Harrington St
SYDNEY NSW 2000
Phone: 1300790 723
Fax: 02 8275 9330
ABN: 78 003 191 035
AFS License No: 239545



MR TIMOTHY A BUCKLEY
2 MALORY AVENUE
WEST PYMBLE NSW 2073

Name of Intermediary
AON HIA (NSW/ACT)

Account Number
BN-0006684

Date Issued: 22/03/2011

Policy Schedule Details

Certificate in Respect of Insurance

Residential Building Work by Contractors

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

In Respect of	NEW SINGLE DWELLING CONSTRUCTION CONTRACT
At	LOT 28,31 INVERALLAN AVENUE WEST PYMBLE NSW 2073
Carried Out By	BUILDER HOMESTEAD HOME BUILDERS P/L ABN: 80 002 590 472
Declared Contract Price	\$493,977.00
Contract Date	25/03/2011
Builders Registration No.	U 37893
Building Owner / Beneficiary	MR TIMOTHY A BUCKLEY
General Pages	JOB NO. J240

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

Signed for and on behalf of NSW Self Insurance Corporation

QM2771-0910

Timothy Buckley C/- Homestead Home Builders
12 Craigend Place
Bella Vista 2153

Final Occupation Certificate

Occupation Certificate No:	XOC2013-/00244	Approval Date:	13/07/2012
Complying Development Certificate:	2011/0316	Approval Date:	25/03/2011
Council:	Ku-ring-gai		

Applicant/Owner Details

Name: Timothy Buckley C/- Homestead Home Builders
Address: 12 Craigend Place, Bella Vista 2153

Development Particulars

No:	31	Street:	Inverallan Ave	Suburb:	West Pymble
Description of Development:	Construction of a new dwelling				

Record of Inspections

Inspection	Date	Result	Inspector	Accreditation
1. Final	12 July 2012	Satisfactory	Dom Di Matteo	BPB1869

Attachments

- Interim OC Issued - 2011/1995(I)

Certification

Fitzgerald Building Certifiers Pty. Ltd. as the corporate accredited certifier are satisfied that the building will not constitute a hazard to the health or safety of the occupants of the building and a current development consent is in force for the building, or a current complying development/construction certificate has been issued for the building in respect to the plans and specifications for the building and specifications for the building, the building is suitable for its use under the Building Code of Australia and, all the pre-conditions of development consent have been satisfied.

PCA:

Corporate Accreditation No:

PCA Accreditation No:

Accreditation Body:

Dom Di Matteo

ABC 2

BPB1869

Building Professionals Board

Date:

13/07/2012

Signature of PCA:





1-3 Thornleigh St,
Thornleigh NSW 2120
P: 9980 2155
F: 9980 2166
E: admin@fbcc.com.au

26 October 2011

Timothy Buckley C/- Homestead Homes Builders
12 Craigend Pl
Bella Vista NSW 2153

Dear Sir/Madam,

CDC No: 2011/0316

ADDRESS: 31 Inverallan Ave, West Pymble

I refer to the inspection carried out at the subject property on 26 October, 2011. The following is a list of items that needs to be addressed prior to the issue of the Final Occupation Certificate:

The following work is to be completed prior to the issue of an occupation certificate:

- Complete landscaping and driveway
- Erect a compliant temporary pool fence
- Restrict the window in the family room that opens to the pool area so the window does not open more than 100mm

The following information is to be supplied prior to the issue of an occupation certificate:

- Smoke Alarm Certificate
- Pest Protection Certificate
- Waterproofing Certificate
- BASIX Completion Statement (letter from owner/builder stating all works that have been completed comply with the relevant BASIX)
- Engineers certificate for piers and slab

Please note that Certificates must:

Indicate the suitability of the signatory and their contact details

Indicate if it is whole or part of the building that it relates to.

Include the description of work and the property address.

Reference the relevant BCA Clause and Australian Standard including the year of adoption

Be signed and dated

If you have any questions regarding this list please contact the undersigned on 9980 2155 during normal business hours.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Nick Khamis', is written over a horizontal line.

Nick Khamis

A4 Accredited Certifier



Tuesday, November 01, 2011

Fitzgerald Building Certifiers
1-3 Thornleigh Street
THORNLEIGH NSW 2120.

Attention: Nick Khamis

CDC No 2010/0316 - No 31 Inverallan Avenue, West Pymble
BASIX Certificate No: 341691S

Statement for Completion of Basix Requirements:

- ♦ 2 x 8,500 Litre Rainwater tanks has been installed which collects rain runoff from at least 274 m² of the roof area and connects to all the WC's, Clothes Washer and one outside tap – Certificates attached
- ♦ Insulation installed R3.5 for the Ceiling and R1.5 for the Walls – Certificate attached
- ♦ Roof has been Sarked which is a requirement in the Basix – Certificate attached
- ♦ Hot Water System installed Rinnai Infinity 25 – Rating 5.0 Star – Certificate attached
- ♦ All Tapware installed are 3 Star Rating / WELS Scheme
- ♦ Toilets installed are Villeroy & Boch Omnia Pro Wall Faced Pan & Seat and Villeroy & Boch Omnia Pro Back to Wall Toilet Suite which are rated 4 Star and are connected to rainwater tank Certificate attached
- ♦ 2 Outside Taps have been installed (one front & back)
- ♦ Cooling & Heating System Requirements comply with the Basix requirements – Certificate attached
- ♦ All Cross ventilation has been done to Basix requirements
- ♦ Natural Lighting has been done as per the Basix requirements
- ♦ Refrigerator space has been made so it is well ventilated
- ♦ Fixed outdoor clothes line has been installed
- ♦ Cooking Appliances installed
Gas Cooktop and Electric Oven as per the Basix
- ♦ All ventilation requirements have been done to the Basix specifications
- ♦ Windows and Shower Screens as per the Basix Commitments - Certificates attached

Yours sincerely
Homestead Home Builders Pty Ltd


Joy Russo
Assistant Office Manager

Timothy Buckley C/- Homestead Homes Builders
 12 Craigend Pl
 Bella Vista NSW 2153

11 NOV 2011

9 November 2011

Interim Occupation Certificate

 Occupation Certificate No: 2011/1995(I)
 Complying Development Certificate No: 2011/0316
 Council: Ku-ring-gai

 Approval Date: 09/11/2011
 Approval Date: 25/03/2011
 Est Cost. :\$ 498,637.00

Applicant/Owner Details

 Name: Timothy Buckley C/- Homestead Homes Builders – 9629 5199
 Address: 12 Craigend Pl, Bella Vista

Development Particulars

No: 31	Street: Inverallan Ave	Suburb: West Pymble
Description of Development: Construction of a new dwelling		

Record Of Inspections

1. Commencement of building work	Satisfactory
2. Piers prior to pour	Satisfactory
3. Footings prior to pouring of concrete	Satisfactory
4. Slab prior to pour	Satisfactory
5. Timber frame prior to lining	Satisfactory
6. Waterproofing of wet areas	Satisfactory
7. Storm water pipes prior to backfilling	Satisfactory
8. Final Inspection – Issue of Interim Certificate	Satisfactory

Attachments

- Smoke Alarm Certificate - Pest Control Certificate - Waterproofing Certificate - BASIX Completion Certificate	- Survey Report - Glazing Certificate - Engineers certificate for piers and slab
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Outstanding Works

The following work is to be carried out prior to the issue of an occupation certificate:

- Complete landscaping works
- Complete driveway

Certification

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

PCA: Paul Fitzgerald
Corporate Accreditation No: ABC 2
PCA Accreditation No: BPB 0119
Accreditation Body: Building Professionals Board

Signature of PCA: _____ Date: 9 November 2011