

Disclosure Statement – Off the Plan Contracts

This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919.

VENDOR	Northern Beaches Council (ABN 57 284 295 198)		
PROPERTY	Part 2 Bangaroo Street, North Balgowlah NSW 2093 being Lot #[]# in an unregistered plan of subdivision being part of registered Lot 1 in Deposited Plan 130467 and part of registered Lot 2 in Deposited Plan 873792		
TITLE STRUCTURE			
Will the lot be a lot in a strata scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		
Will the lot form part of a community, precinct or neighbourhood scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, please specify scheme type:		
DETAILS			
Completion	Refer to Schedule 1 of this Statement.	Refer to clause(s):	35.1
Is there a sunset date?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Can this date be extended?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Does the purchaser pay anything more if they do not complete on time?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Refer to clause(s): 36.5
			<p>Interest: on completion, the purchaser must pay interest calculated on the unpaid balance of the price at 10% per annum on a daily basis from but excluding the Completion Date to and including the date on which the Contract is completed. The purchaser need not pay interest for any period where the delay in completion is caused or contributed solely by the vendor. Please refer to clause 35.5(a).</p> <p>Notice to Complete: if the vendor serves a notice to complete, the purchaser must in addition to any other money payable under the Contract pay to the vendor's lawyer on completion a GST inclusive fee of \$440 as agreed additional costs arising from the issuing of the notice to complete. Please refer to clause 35.5(b).</p>
Has development approval been obtained?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Development Approval No:	N/A. For the avoidance of doubt, the excising of the creek corridor will be undertaken pursuant to section 2.75 of Part E of the <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> and in that respect, development approval is not required.
Has a principal certifying authority been appointed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Provide details:	

<p>Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?</p>	<p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes</p>	<p>Provide details, including relevant clause(s) of contract:</p>	
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ATTACHMENTS (s66ZM(2) of the Conveyancing Act 1919)

The following prescribed documents are included in this disclosure statement (select all that apply).

- | | |
|--|--|
| <input checked="" type="checkbox"/> draft plan | <input type="checkbox"/> draft community / precinct / neighbourhood / management statement |
| <input type="checkbox"/> s88B instrument proposed to be lodged with draft plan | <input type="checkbox"/> draft community / precinct / neighbourhood / development |
| <input type="checkbox"/> proposed schedule of finishes | <input type="checkbox"/> draft strata management statement |
| <input type="checkbox"/> draft strata by-laws | <input type="checkbox"/> draft building management statement |
| <input type="checkbox"/> draft strata development contract | |

Schedule 1

1. Date for Completion

The Completion Date will be the later of:

- a) 28 days after the Contract date; and
- b) 21 days after the Vendor or the Vendor's lawyer provides to the Purchaser or the Purchaser's lawyer a copy of the registered Plan in accordance with clause 36 of the Contract.

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	eCOS ID: 108192438	NSW DAN:
vendor's agent	Red Property Shop 1, 5-7 Raglan Street, Manly NSW 2095		Phone: 02 9977 3000 Fax: 02 9977 4255 Ref: Alicia Ryan
co-agent			
vendor	Northern Beaches Council PO Box 82, Manly NSW 1655		
vendor's solicitor	Matthews Folbigg Lawyers Level 7, 10-14 Smith Street, Parramatta NSW 2150		Phone: 02 9806 7432 Fax: 02 9689 3494
date for completion	See clause 35.1	(clause 15)	Email: annaz@matthewsfolbigg.com.au
land	Part 2 Bangaroo Street, North Balgowlah NSW 2093		
(Address, plan details and title reference)	Lot #[]# in an unregistered plan of subdivision being part of registered Lot 1 in Deposited Plan 130467 and part of registered Lot 2 in Deposited Plan 873792		
	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> Subject to existing tenancies		
improvements	<input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input checked="" type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

DRAFT

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

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

Where there is more than one purchaser JOINT TENANTS
 tenants in common in unequal shares, specify: _____

GST AMOUNT (optional) The price includes GST of: \$

buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

SIGNING PAGE

<p>VENDOR</p> <hr/> <p>Signed By _____</p> <p><u>See Execution Page</u> Vendor _____</p> <p>Vendor _____</p>	<p>PURCHASER</p> <hr/> <p>Signed By _____</p> <p><u>See Execution Page</u> Purchaser _____</p> <p>Purchaser _____</p>
<p>VENDOR (COMPANY)</p> <hr/> <p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p><u>See Execution Page</u> Signature of authorised person _____ Signature of authorised person _____</p> <p>_____ Name of authorised person Name of authorised person</p> <p>_____ Office held Office held</p>	<p>PURCHASER (COMPANY)</p> <hr/> <p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p><u>See Execution Page</u> Signature of authorised person _____ Signature of authorised person _____</p> <p>_____ Name of authorised person Name of authorised person</p> <p>_____ Office held Office held</p>

vendor agrees to accept a **deposit-bond**

NO yes

Nominated Electronic Lodgment Network (ELN) (clause 4)

PEXA

Manual transaction (clause 30)

NO yes

(if yes, vendor must provide further details, including any applicable exception, in the space below):

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 details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

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 representative:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input checked="" type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input checked="" type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input checked="" type="checkbox"/> 23 <i>clearance certificate</i> <input checked="" type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to off the plan contract
<p>Home Building Act 1989</p> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover	<p>Other</p> <input checked="" type="checkbox"/> 60 Letter from Northern Beaches Council dated 14 November 2022
<p>Swimming Pools Act 1992</p> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

Execution Page

Signed by Vendor

Signed by **NORTHERN BEACHES COUNCIL**
by its Attorney Raymond Brownlee who states
that he has no notice of revocation of Power
of Attorney Registered Book 4751 No 813
pursuant to which this document has been
executed in the presence of:

Signature of Witness

Signature of Raymond Brownlee

Name of Witness [BLOCK LETTERS]

Signed by Purchaser

If an individual:

Signed, sealed and delivered by the)
Purchaser in the presence of:)
)

Signature of witness

Signature of Purchaser

Name of witness [please print]

Name of Purchaser [please print]

Address of witness [please print]

Signed, sealed and delivered by the)
Purchaser in the presence of:)
)

Signature of witness

Signature of Purchaser

Name of witness [please print]

Name of Purchaser [please print]

Address of witness [please print]

If a company:

Executed by _____)
in accordance with section 127(1) of the)
Corporations Act 2001 (Cth):)
)
)

Signature of Director/Secretary

Signature of Director

Name of Director/Secretary [please print]

Name of Director [please print]

Guarantor

Signed, sealed and delivered by the)
Guarantor in the presence of:)
)

Signature of witness

Signature of Guarantor

Name of witness [please print]

Name of Guarantor [please print]

Address of witness [please print]

Signed, sealed and delivered by the)
Guarantor in the presence of:)
)

Signature of witness

Signature of Guarantor

Name of witness [please print]

Name of Guarantor [please print]

Address of witness [please print]

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 residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, 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 the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds 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 the *Conveyancing Act 1919*, section 66X. This statement 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 before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 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 the Act, section 66W, 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 the Act, section 66ZG.
- 4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. 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 and Stock 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 and Environment Department of Primary Industries Electricity and gas Land and 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. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
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 mortgage).
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)

1.1	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>adjustment figures</i> details of the adjustments to be made to the price under clause 14;
	<i>authorised Subscriber</i> a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
	<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>completion time</i> the time of day at which completion is to occur;
	<i>conveyancing rules</i> the rules made under s12E of the Real Property Act 1900;
	<i>deposit-bond</i> a deposit bond or guarantee with each of the following approved by the vendor –
	<ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
	<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>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>document of title</i> document relevant to the title or the passing of title;
	<i>ECNL</i> the Electronic Conveyancing National Law (NSW);
	<i>electronic document</i> a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
	<i>electronic 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>electronic transfer</i> a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
	<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>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>legislation</i> an Act or a by-law, ordinance, regulation or rule made under an Act;
	<i>manual transaction</i> a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
	<i>normally</i> subject to any other provision of this contract;
	<i>participation rules</i> the participation rules as determined by the <i>ECNL</i> ;
	<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>populate</i> to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>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> ;
<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).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

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 –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* 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 the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *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 16.5.
- 3.9 The vendor must give the purchaser any original *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 any original *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 any original *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 any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party* *serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 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
- 4.2.2 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.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 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.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW 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*.

- 4.13 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 –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are 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; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 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 –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
 - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
 - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
 - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
 - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

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

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

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

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for 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 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 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.
- 14.7 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 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 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.
- 16.4 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

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 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;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 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 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) 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.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

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 s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 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 14.6 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 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information 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 –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - 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 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 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.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 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.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* 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.

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 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a 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 burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 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
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 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.
- 30.8 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.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *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 –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 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).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *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.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

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 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 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 sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 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.

PART 2 BANGAROO STREET, NORTH BALGOWLAH NSW
2093

Additional Clauses

33. DEFINITIONS AND INTERPRETATION

33.1 Definitions

In this contract unless the context otherwise requires:

Activity means any undertaking, development, work or use in, on, under or near the Property and includes the storage, transportation, leak, escape, removal, discharge, release or disposal of any Substance, Contaminant or waste in, on, under, to, from or near the Property.

Additional Clauses means these additional terms and conditions.

Approvals means any approval, authorisation, permit, licence, consent, clearance, certification, exemption or the like which is required to be issued by or obtained from an Authority or any other person whether by reason of that person having an interest in the Property or otherwise in connection with the Property.

Authority means any federal, state or local government, semi government, quasi government or other body or authority statutory or otherwise including but not limited to any court or tribunal.

Building Certificate means a building information certificate issued under Division 6.7 of Part 6 of the *Environmental Planning & Assessment Act 1979* (NSW).

Claim includes any claim, allegation, suit, action, demand, cause of action or proceeding of any kind made under or in connection with this Contract or the Property whether or not it arises at law or in any other way, and whether involving a third party or party to this Contract and includes all legal costs and disbursements.

Completion means completion of this Contract and **complete** and **completed** have corresponding meanings.

Completion Date means the date specified in clause 35.1.

Contaminant means any Substance, including asbestos, the presence of which:

- (a) is or may be a significant risk of harm to human health or the environment;
- (b) breaches of any Environmental Law or other law; or
- (c) could result in an Authority issuing a notice in respect of the Substance.

Contract means the Printed Clauses and these Additional Clauses including all schedules, exhibits and annexures to the Printed Clauses and these Additional Clauses.

Conveyancing Act means the *Conveyancing Act 1919* (NSW).

Costs include:

- (d) costs, charges and expenses, including those incurred in connection with advisers, experts and consultants (including legal costs calculated on a solicitor and own client basis);

- (e) damages, losses, injury (whether actual or contingent) suffered or incurred by a party; and
- (f) any fines, penalties, interest or similar imposed by any legislation.

Council means Northern Beaches Council.

Encumbrance means an interest or power:

- (a) reserved in or over an interest in any asset; or
- (b) created or otherwise arising in or over any interest in any asset under any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, title retention, conditional sale agreement, hire or hire purchase agreement, option, restriction as to transfer, use or possession, easement, subordination to any right of any other person and any other encumbrance or security interest, trust or bill of sale; or
- (c) by way of security for the payment of a debt or other monetary obligation or the performance of any obligation,

and **Encumber** means to grant an Encumbrance.

Environmental Law means all laws, regulations, orders, notices, ordinances or applicable standards or policies of any Authority relating to or dealing with:

- (a) planning;
- (b) the environment;
- (c) health;
- (d) any Contaminant;
- (e) the disposal, discharge or treatment of any Contaminant; or
- (f) any spill, leakage, Contaminant or remediation of a Contaminant,

and all related lawful Approvals.

Environmental Liability means any obligation, expense, penalty or fine under any Environmental Law which would or could be imposed upon the Purchaser or any occupier of the Property as a result of activities carried on during the ownership or occupation of the Property by the Vendor, or by the Vendor's predecessors in title or by any previous occupier of the Property.

Estate Agent means the vendor's agent and co-agent (if applicable) specified as same on the front page of this Contract.

GST means the goods and services tax imposed in Australia under the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Guarantor means each director of the Purchaser from time to time.

Insolvency Event means any of these events:

- (a) an order is made that a party be wound up;
- (b) an order appointing a liquidator or provisional liquidator in respect of a party, or any one of them is appointed, whether or not under an order;
- (c) except to reconstruct or amalgamate while solvent on terms approved by the other party acting reasonably, a party entered into, or resolved to enter into, a scheme of arrangement, deed of company arrangement or composition with, or an assignment for the benefit of, all or any class of its creditors, or proposes a reorganisation, moratorium or other administration involving any of them;
- (d) a party resolves to wind itself up, or otherwise dissolve itself, or give notice of an intention to do so (except to reconstruct or amalgamate while solvent on terms approved by the other party) or is otherwise wound up or dissolved;
- (e) a party is or states that it is insolvent;
- (f) as a result of the operation of section 459F(1) of the *Corporations Act 2001* (Cth), a party is taken to have failed to comply with a statutory demand;
- (g) a party is or makes a statement from which it may be reasonably deduced by the vendor that the body corporate is the subject of any event described in section 459C(2)(b) or section 585 of the *Corporations Act 2001* (Cth);
- (h) a party takes any step to obtain protection or is granted protection from its creditors, under any applicable legislation;
- (i) a party becomes an insolvent under administration as defined in section 9 of the *Corporations Act 2001* (Cth) or action is taken which could result in that event;
- (j) a resolution is passed to appoint an administrator or an administrator is appointed to a party;
- (k) a receiver or a receiver and manager is appointed to a party;
- (l) a mortgagee takes possession of any one of the assets or undertakings of a party; or
- (m) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

Liability includes any Cost arising from or in connection with a Claim or any other liability, cost, claim, action, allegation, suit, action, demand, cause of action or proceeding.

Plan means the draft plan of subdivision and draft section 88B instrument (if any) attached to this Contract as Annexure A and to be registered at the NSW Land Registry Services.

Printed Clauses means clauses 1 to 32 inclusive in this Contract.

Property means Proposed Lot #[]# in the draft Plan as described on the front page of this Contract.

Rate means 10% per annum.

Substance means a substance, solid, liquid, gas, chemical or mineral and any radiation, radioactivity or magnetic activity.

Sunset Date means the date that is 3 months after the Contract date.

33.2 Interpretation

In this Contract, unless the contrary intention appears:

- (a) headings and underlines are for convenience only and do not affect the interpretation of this Contract;
- (b) a reference to a person includes the person's executors, administrators, successors, substitutes (including persons taking by permitted novation), and permitted transferees and assigns;
- (c) the singular includes the plural and vice versa;
- (d) wording importing gender includes any gender;
- (e) the word 'person' includes a firm, a body corporate, an unincorporated association or an authority;
- (f) an agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally;
- (g) a reference to any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of persons is a reference to any one or more of them;
- (h) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (i) 'include' (in any form) when introducing a list of items does not limit the meaning of the words to which the list relates to those items, or items of a similar kind;
- (j) a word or phrase which is defined in the Printed Clauses has the same meaning in these additional terms and conditions, unless otherwise defined in clause 1;
- (k) despite clause 1 of this Contract, the terms defined in clause 1 are defined terms whether or not those terms are in italics;
- (l) in the event of any inconsistency between these additional terms and conditions and the Printed Clauses, these additional terms and conditions prevail; and
- (m) no rules of construction apply to the disadvantage of a party on the basis that that party was responsible for the preparation of this Contract or any part of it.

34. AMENDMENTS TO PRINTED CLAUSES

The Printed Clauses are amended as follows:

- (a) **clause 1:** amend the definition of *work order* by deleting ‘but the term does not include’ and inserting ‘including’;
- (b) **clause 2.9:** insert at the end of the clause ‘if this contract is completed, and otherwise to the party entitled to the deposit’;
- (c) **clause 3:** delete the clause;
- (d) **clause 4:** insert the following additional clause:

“4.15 Notwithstanding clause 4.8, the purchaser cannot nominate an alternative transferee, assign or otherwise transfer the benefit of this contract without the prior written consent of the vendor.”;
- (e) **clause 4.5:** replace ‘*within 7 days of the effective date*’ with ‘at least 10 *business days* before the date for completion or, if the date for completion is less than 10 *business days* after the *effective date*, within 5 *business days* of the *effective date*’;
- (f) **clause 5.1:** insert at the end of the clause ‘and they are the only form of *requisitions* the purchaser may make and clause 5.2.1 is taken to be deleted. The vendor does not admit or represent that any particular *requisition* contained in the form of *requisitions* attached to this Contract is a valid or proper requisition. The purchaser may not take any *restricted action* in connection with this clause.’;
- (g) **clause 7:** replace ‘(including a claim under clause 6)’ with ‘(for compensation for an error or misdescription)’;
- (h) **clause 7.1.1:** delete the clause;
- (i) **clause 7.2.4:** delete the words ‘and the costs of the purchaser’;
- (j) **clause 8.1.1:** delete the words ‘on reasonable grounds’;
- (k) **clause 8.1.2:** delete the words ‘and those grounds’;
- (l) **clause 8.2.1:** delete the words ‘and any other money paid by the purchaser under this contract’;
- (m) **clause 8.2.2:** delete this clause and replace with the following:

“8.2.2 subject to clauses 8.2.1 and 8.2.3, the purchaser will have no right to sue the vendor or any representative of the vendor to claim compensation or damages for breach of contract or otherwise and the purchaser irrevocably waives and rights and claims it may have otherwise had against the vendor or any representative of the vendor”;
- (n) **clauses 10.1.8 and 10.1.9:** replace each occurrence of the word ‘substance’ with the word ‘existence’;
- (o) **clause 12:** insert the following:

“In this clause *certificate* does not include a building certificate or building information certificate under any legislation or any certificate under the *Swimming Pools Act 1992* (NSW) or any related regulations or laws.”;

- (p) **clause 14.4.2:** delete the first bullet point;
- (q) **clause 14.8:** delete the clause;
- (r) **clause 16.4:** replace 'If' with 'If at least 14 days before the date for completion';
- (s) **clause 19:** insert the following additional clause:

“19.3 Despite clause 19.2.3, the purchaser’s only remedy for a breach of warranty prescribed by the *Conveyancing (Sale of Land) Regulation 2017* (NSW) is the remedy prescribed by that regulation.”;
- (t) **clause 20:** insert the following additional clause:

“20.18 In this contract, unless the context requires otherwise:

 - 20.18.1 *in writing* includes any communication sent by letter, facsimile transmission or email; and
 - 20.18.2 *including* and similar expressions are not words of limitation.”;
- (u) **clause 20.6.4:** insert the words ‘provided however that such document served by post will be deemed received by the other party 2 business days after the date the document is sent by post’ at the end of the clause;
- (v) **clause 20.7.2:** insert the words ‘and in the case of the vendor the actual cost’ to the end of the clause;
- (w) **clause 24.3.3:** delete the words “*normally*, the purchaser can claim compensation (before or after completion) if –“ and insert the words “the purchaser cannot take any *restricted action*, and the purchaser irrevocably releases and waives any rights to any claim for compensation or otherwise (before or after completion) against the vendor in respect of any of the following –“;
- (x) **clauses 25, 26, 27, 28 and 29:** delete the clauses;
- (y) **clause 30.4:** insert the following additional sentence at the end of the clause:

“Notwithstanding clause 30.4, the purchaser cannot nominate an alternative transferee, assign or otherwise transfer the benefit of this contract without the prior written consent of the vendor.”;
- (z) **clause 30.7:** delete all words from and including ‘but’ to the end of the clause;
- (aa) **clause 30.11:** delete the clause; and
- (bb) **clause 31.2:** delete the clause.

35. COMPLETION

35.1 The Completion Date will be the later of:

- (a) 28 days after the Contract date; and

- (b) 21 days after the Vendor or the Vendor's lawyer provides to the Purchaser or the Purchaser's lawyer a copy of the registered Plan in accordance with clause 36.
- 35.2 If Completion does not occur in accordance with clause 35.1, a party who is not in default and is ready, willing and able to complete may serve a notice on the defaulting party at any time after 4:00pm on the Completion Date:
 - (a) requiring the other party to complete not less than 10 business days from (and including) the date of service of the notice; and
 - (b) making time of the essence.
- 35.3 The parties agree that the period of 10 business days in clause 35.2(a) is reasonable and sufficient time to complete this Contract.
- 35.4 The party that served the notice may withdraw it at any time without prejudice to its right to serve a further notice under clause 35.2.
- 35.5 Without limiting any other right of the Vendor, if Completion takes place after the Completion Date, it is an essential term of this Contract that, on Completion, the Purchaser must pay, by way of liquidated damages:
 - (a) interest to the Vendor calculated on the unpaid balance of the price at the Rate on a daily basis from but excluding the Completion Date to and including the date on which the Contract is completed. The Purchaser need not pay interest for any period where the delay in Completion is caused or contributed solely by the Vendor; and
 - (b) the sum of \$400 plus GST on account of the Vendor's reasonable legal costs incurred as a result of the Purchaser's delay in Completion, including the Vendor's lawyer issuing a notice to complete and attending to preparation for the delayed Completion.
- 35.6 The liquidated damages payable under clause 35.5 is the Vendor's genuine pre-estimate of the damage suffered by the Vendor (including additional legal expenses incurred) due to the Purchaser's failure to complete on the Completion Date.

36. REGISTRATION OF THE PLAN

36.1 When this clause applies

This clause 36 only applies if the Plan has not been registered before the Contract date.

36.2 Conditional Contract

Completion of this Contract is subject to and conditional upon the registration of the Plan by the Sunset Date.

36.3 Obligation on the Vendor

The Vendor must:

- (a) use reasonable endeavours to arrange the registration of the Plan by the Sunset Date; and

- (b) promptly notify the Purchaser or the Purchaser's lawyer in writing of that registration and provide a copy of the registered Plan.

36.4 Failure to register Plan

Subject to section 66ZS of the Conveyancing Act, if the Plan is not registered by the Sunset Date, then subject to Printed Clause 29.9, either party may rescind this Contract by notice in writing to the other party.

36.5 Extension of Sunset Date

If the registration of the Plan is delayed by reason of:

- (a) the requirements of an Authority; or
- (b) any event beyond the reasonable control of the Vendor and which has not been caused by the Vendor,

then the Vendor or the Vendor's lawyer may (acting reasonably) by notice in writing to the Purchaser or the Purchaser's lawyer extend the Sunset Date by the period of the delay.

36.6 Further encumbrances

- (a) To the fullest extent permitted at law and subject to the terms of this Contract, the Vendor reserves the right to create such easements, positive covenants and restrictions on the use of land are not shown on the Plan but which:

- (1) the Vendor considers are reasonably necessary; or
- (2) are required by any Authority,

unless such easement, positive covenant or restriction on the use of land is created and detrimentally affects the Property to a material extent.

- (b) In the event the easement, positive covenant or restriction on the use of land detrimentally affects the Property to a material extent, then the Purchaser may rescind the Contract by notice in writing to the Vendor within 14 days, time being of the essence, after the Vendor or the Vendor's lawyer serves a copy of the registered Plan on the Purchaser or the Purchaser's lawyer.

37. VARIATIONS TO THE PLAN

- 37.1 The Purchaser acknowledges and agrees that it cannot make a Claim, raise any requisition or objection or delay Completion or purport to rescind or terminate this Contract in respect of:

- (a) a variation to the Plan which:
 - (1) may be required by the NSW Land Registry Services to enable registration;
 - (2) is considered necessary or appropriate by the Vendor to enable registration;
 - (3) may be required by an Authority;

- (4) changes the numbering of the lot(s) in the Plan;
 - (5) corrects an error which is evident on the face of the document;
 - (6) alters any of the other lots in the Plan excluding the Property; or
 - (7) unless that alteration detrimentally affects the Property to a material extent;
- (b) a variation to the Plan where the Vendor has given notice of the variation to the Purchaser under this clause 37 and the Purchaser has not exercised the right of rescission conferred on it by this clause;
 - (c) a variation to the Plan which is minor; or
 - (d) a variation to the Plan which is agreed in writing by the Purchaser.
- 37.2 For the purposes of clause 37.1(c), a variation which is minor includes a decrease in the area of the Property of less than or equal to 5% or a change in the facing aspect and orientation of the Property or immaterial change in area, aspects, shape and orientation of the adjacent lots.
- 37.3 To the fullest extent permitted at law, the only right of the Purchaser if a variation to the Plan is found to detrimentally affect the Property to a material extent and the variation is such that the Purchaser would not have entered into this Contract had the Purchaser been aware of the variation is rescission. The Purchaser cannot otherwise make a Claim, raise any requisition or objection or delay Completion or purport to rescind or terminate this Contract in respect of such variation.
- 37.4 If the Purchaser is notified of any variation to the Plan that detrimentally affects the Property to a material extent and the variation is such that the Purchaser would not have entered into this Contract had the Purchaser been aware of the variation, the Purchaser may rescind the Contract by notice in writing to the Vendor within 14 days, time being of the essence. If the Purchaser does not elect to rescind the Contract within the time stipulated, the Purchaser will be deemed to have accepted the variation and in those circumstances the Purchaser will have no right to make a Claim, raise any requisition or objection or delay Completion or purport to rescind or terminate this Contract in respect of such variation.
- 37.5 If this Contract is rescinded pursuant to clause 37.4, the provisions of Printed Clause 19 will apply.
- 37.6 For the purposes of sections 66ZO, 66ZN and 66Zp of the Conveyancing Act, the Purchaser acknowledges and agrees that a variation which is minor under clause 37.2 is not materially prejudicial to the Purchaser and the Purchaser authorises the Vendor to make such variation subject to clause 37.4 and the Purchaser is willing to enter into the Contract having considered and allowed the possibility of the minor variation prior to Completion.

38. PURCHASER'S ACKNOWLEDGEMENTS

- 38.1 Subject to the provisions of section 52A of the Conveyancing Act, the Purchaser acknowledges that:

- (a) it has not entered into this Contract as a result of any representation, whether oral or in writing, by the Vendor or anyone on their behalf, other than as is set out in this Contract; and
- (b) it has made all such enquiries and investigations as they deem appropriate prior to entering into this Contract and is satisfied with the results of those enquiries.

38.2 No representation, promise or warranty is given or implied in respect of the matters specified in clause 38.3, and the Purchaser must not, because of the matters specified in clause 38.3:

- (a) make or raise any requisition or objection;
- (b) make a Claim;
- (c) rescind or terminate this Contract;
- (d) delay Completion; or
- (e) withhold payment of any part of the purchase price.

38.3 The matters referred to in clause 38.2 are:

- (a) the condition of the Property;
- (b) the condition or existence or non-existence of any services (including but not limited to gas, water, electricity, NBN and telephone) provided to the Property;
- (c) the present and future economic feasibility, viability and economic return of the Property;
- (d) the Property being affected by, or by a proposal from the realignment, widening, resiting or altering of the level or direction of any road abutting the Property;
- (e) access to the Property or lack of protection of any services to the Property by way of registered easements;
- (f) any patent or latent defect in the Property or the improvements;
- (g) any use of the Property being unauthorised or unlawful under the planning scheme that applies to the Property;
- (h) the Property not complying with the requirements of any permits or other approvals issued by a competent authority or with any statute, by-law or other requirements of a competent authority;
- (i) the availability or otherwise of any existing or possible development approval or building approval or construction certificate and the conditions which may apply to any such existing or possible approval or certificate;
- (j) any proposals for the Property or any surrounding area;
- (k) any rights relating to the Property;
- (l) any mistake or error in the description or particulars of the Property;

- (m) any development consent or related documents, applications, reports, drawings or other material in any way concerning the Property are not sold with the Property and the Vendor discloses that it does not own or have control of any of those documents or their contents;
- (n) the accuracy or otherwise of any survey, geotechnical report or other report, proposal, plan or like document furnished to the Purchaser;
- (o) any mistake or error in the boundaries or area of the Property or any encroachment;
- (p) whether the Property or any part of it is subject to any heritage or interim heritage order or classification;
- (q) any notice or order issued under a statute or by Council or any court requiring work to be done or money spent on or in relation to the Property or any road adjoining the Property;
- (r) any electricity, telephone, water supply, sewerage or drainage service to the Property passing through other land and not being protected by a registered easement or by statutory authority;
- (s) the Property not being fit for a particular purpose;
- (t) the environmental condition of the Property and any Contaminant on, in or migrating from the Property; and
- (u) the interpretation or effect of any document.

38.4 The Purchaser acknowledges that it has had the opportunity to:

- (a) satisfy itself about the Property's condition, suitability, quality, sufficiency, viability, use or potential for future development; and
- (b) satisfy itself:
 - (1) about the value of the Property from its own investigations, valuations and reports;
 - (2) by inquiring at relevant government agencies about zoning and planning restrictions in relation to the Property;
 - (3) about any Contamination and the effect of any Environmental Laws in relation to the Property;
 - (4) as to whether the Property or any of the improvements and inclusions contain any asbestos; and
 - (5) about the Encumbrances affecting the Property (if any).

38.5 The Purchaser acknowledges that it relied on its own inspections, enquiries, valuations and reports in entering into this Contract and not on any statement, warranty, condition or representation made by or on behalf of the Vendor.

38.6 The Purchaser must not make any objection, requisition, Claim (whether under this Contract or otherwise) against the Vendor or any of its employees, agents or contracts or delay Completion or purport to rescind or terminate this Contract in

relation to any fact, matter or thing referred to in or arising from the matters referred to in this clause 38.6.

39. VENDOR DISCLOSURES AND ANNEXURES

39.1 The Purchaser acknowledges and agrees that:

- (a) it has made its own enquiries in relation to the documents attached to this Contract;
- (b) the Vendor does not warrant the accuracy or completeness or currency of any attachments, annexures or copy documents attached to this Contract;
- (c) to the fullest extent permitted at law, the attachments, annexures or copy documents are provided for the Purchaser's information only and the Purchaser actually relies on its own enquiries to all matters affecting the Property, whether or not disclosed in the Contract; and
- (d) subject to the terms of this Contract, it accepts title subject to any matter referred to in the certificates and which is disclosed in this Contract and must not make any objection, requisition, Claim for compensation, delay Completion or purport to rescind or terminate this Contract in respect of any matter arising out of anything referred to in this Contract.

40. ENCUMBRANCES

40.1 The Property is sold subject to:

- (a) all registered dealings on the title to the Property at the Completion Date, including all registered easements; and
- (b) unregistered Encumbrances.

41. ENVIRONMENTAL LIABILITY

41.1 The Purchaser will indemnify the Vendor on demand from and against all Liability suffered or incurred by the Vendor in respect of any:

- (a) Environmental Liability;
- (b) direction, notice or order given or made under an Environmental Law;
- (c) breach of an Environmental Law; and
- (d) Claim in respect of Contamination of the Property,

whether or not resulting out of or in relation to any Activity prior to or after Completion.

41.2 Without limiting clause 38 and clause 39.1, the Purchaser acknowledges it has inspected the Property and purchases the Property in its present condition and subject to whatever Contaminants are in, on or under the Property, or which have migrated from the Property and the Purchaser:

- (a) agrees and acknowledges that neither the Vendor nor any of the Vendor's employees, officers or agents have made any warranties or representations in this regard other than as set out in this Contract; and
- (b) is not entitled to make any objection, requisition, Claim (whether under this Contract or otherwise), delay Completion or purport to rescind or terminate the Contract in respect of the presence of any Contaminant (whether or not disclosed in this Contract).

41.3 Without limiting clause 38, clause 41.1 and clause 41.2, the Purchaser releases the Vendor (to the fullest extent permissible by law).

41.4 This clause 41 will not merge on Completion.

42. AGENT

42.1 The Purchaser warrants and acknowledges to the Vendor that it has not been introduced to the sale by any real estate agent other than the Estate Agent.

42.2 The Purchaser indemnifies the Vendor against any Liability or Cost of the Vendor to pay commission or any expenses to any real estate agent other than the Estate Agent.

43. INCAPACITY

Without in any matter negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this clause 43 not been included, it is agreed that if, prior to Completion, an Insolvency Event occurs in relation to a party or any guarantor of the Purchaser's obligations under this Contract then that party, or in the case of the guarantor, the Purchaser, shall be deemed to be permanently in default of an essential condition of this Contract and the provisions of clause 19 of the Printed Clauses apply.

44. PURCHASER'S WARRANTIES

The Purchaser represents and warrants to the Vendor that:

- (a) the Purchaser has full power and authority to enter into this Contract and to perform its obligations;
- (b) the Purchaser has the financial capacity to perform its obligations under this Contract; and
- (c) the Purchaser does not require the consent of any third party to enter into this Contract or perform its obligations.

45. FENCING AND ENCROACHMENTS

45.1 The Purchaser:

- (a) cannot require the Vendor to erect or contribute to the cost of the erection of any dividing fence or retaining wall between the Property or any land adjoining it; and

- (b) must ensure that any transferee of the Property cannot make a Claim against the Vendor in relation to such cost.

45.2 The Purchaser shall not make any objection, requisition or Claim in respect of the following:

- (a) if any boundary of the Property is not fenced on the correct boundary line or if there is any 'give and take' fence on any boundary of the Property;
- (b) any loss or damage to the Property or any fencing or improvements thereof from any cause whatsoever or any diminution in the value thereof from any cause whatsoever (other than the wilful act of the Vendor) between the Contract date and Completion of the Contract;
- (c) any encroachments by or upon the Property;
- (d) any dam constructed without approval or any creek or watercourse passing through the Property or any other contravention of the *Water Act 1912* (NSW) or regulations thereunder;
- (e) if it should be found that any bore or dam on the Property has not been licensed or registered under the *Water Act 1912* (NSW) or regulations thereunder; and
- (f) any boundary of the Property being on a creek or watercourse.

45.3 This clause 45 does not merge on Completion.

46. BUILDING CERTIFICATE

46.1 The Vendor does not have a Building Certificate for the improvements.

46.2 The Purchaser:

- (a) must not require the Vendor to apply for or do anything (including complying with the requirement of the Council) towards obtaining any Building Certificate under any legislation in respect of the improvements;
- (b) acknowledges that this Contract is not conditional on the issue of any Building Certificate; and
- (c) must not make a Claim, objection, requisition or delay Completion or purport to rescind or terminate this Contract because there is no Building Certificate for the improvements.

47. GOODS AND SERVICES TAX

47.1 Interpretation

In this clause 47:

- (a) all terms used in this clause 47 which have a defined meaning in the GST Act have the same meaning in this clause 47 as in the GST Act;
- (b) a reference to a party in this clause 47 includes a reference to the representative member of a GST group of which that party is a member; and

(c) a reference to GST includes notional GST payable by a Government entity.

47.2 **Consideration excludes GST**

Unless otherwise expressly stated, all consideration to be paid or provided under this Contract is expressed exclusive of GST.

47.3 **GST Gross Up**

(a) GST is payable on a taxable supply made under or in accordance with this Contract and the recipient must pay to the supplier an additional amount (**GST Amount**) equal to the GST payable on the supply.

47.4 **Timing of GST payment**

The GST Amount is payable at the same time that the first part of the consideration for the supply is to be paid or provided.

47.5 **Tax Invoice**

The supplier shall provide the recipient with a tax invoice for the GST Amount.

47.6 **Adjustment Events**

If an adjustment event arises in respect of a taxable supply made under or in connection with this Contract, the supplier must issue an adjustment note to the recipient. The GST Amount must also be recalculated to reflect the adjustment event and a corresponding payment must be made by the recipient to the supplier, or by the supplier to the recipient, as the case may be.

47.7 **Reimbursement and indemnity payments**

If a party is entitled under this Contract to be reimbursed or indemnified for a cost or expense, the amount of the cost or expense must be reduced to take into account any input tax credit to which that party (or the representative member of a GST group of which that party is a member) is entitled in respect of that cost or expense.

48. **REQUISITIONS**

Notwithstanding anything to the contrary contained in this Contract or implied at common law, the Purchaser agrees that the only form of general requisitions on title the Purchaser may make in respect of this Contract and the Property under clause 5 will be in the form of the requisitions annexed to this Contract.

49. **FIRB CONDITION**

49.1 The Purchaser warrants that the *Foreign Acquisitions and Takeovers Act 1975* (Cth) does not apply to the Purchaser to the Purchaser entering this Contract.

49.2 The Purchaser acknowledges that the Vendor has entered into this Contract on reliance on the warranty contained in clause 49.1.

49.3 A breach of the warranty contained in clause 49.1 will constitute a breach of an essential condition of this Contract by the Purchaser.

50. NON FETTER

Nothing in this Contract shall be deemed to fetter in any way the obligations of the Vendor to exercise any duty, power or function required to be exercised by it in relation to this Contract otherwise than in accordance with the Vendor's legal and administrative duties at common law and/or under the provisions of the *Environmental Planning and Assessment Act 1979* (NSW).

51. GENERAL

51.1 Waiver

- (a) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- (b) The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.
- (c) A waiver is not effective unless it is in writing.
- (d) Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

51.2 Severability

Any provision of this Contract which is prohibited or unenforceable in any jurisdiction is, as to that jurisdiction, ineffective only to the extent of that prohibition or unenforceability and does not invalidate the remaining provisions of this Contract or affect the validity or enforceability of the provisions in any other jurisdiction. This clause 51.2 will not apply if its application would materially affect the legal or commercial arrangements intended to operate.

51.3 Indemnities

Each indemnity in this Contract is a continuing obligation, separate and independent from the other obligations of the party indemnifying and continues after Completion or termination. It is not necessary for the other party to incur expense or make payment before enforcing a right or indemnity under this Contract.

51.4 Applicable law

This Contract is governed by the law in force in New South Wales. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts including by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

51.5 Entire understanding

This Contract:

- (a) is the entire agreement and understanding between the parties on everything connected with the subject matter of this Contract; and

- (b) supersedes any prior agreement or understanding on anything connected with that subject matter.

51.6 Further assurance

Each party must promptly at its own cost do all things (including executing and if necessary delivering all documents) necessary or desirable to give full effect to this Contract.

51.7 Variation

An amendment or variation to this Contract is not effective unless it is in writing and signed by the parties.

51.8 Continuing obligations – no merger

Each obligation and warranty which is capable of having future operation continues in force although this Contract has otherwise been fully performed.

52. GUARANTEE AND INDEMNITY

52.1 Unconditional and irrevocable guarantee

In consideration of the Vendor entering this Contract and at the Guarantor's request, the Guarantor unconditionally and irrevocably guarantees to the Vendor the performance of all the Purchaser's obligations under this Contract, including but not limited to the payment of the price payable by the Purchaser under this Contract.

52.2 Indemnity

- (a) The Guarantor indemnifies the Vendor against any Liability or Cost incurred by the Vendor:
 - (1) which is caused or contributed to by the Purchaser's failure to comply with any obligation under this Contract;
 - (2) because this Contract or an obligation the Purchaser would otherwise have had under the Contract is found to be void, voidable or otherwise unenforceable;
 - (3) because this Contract is rescinded or terminated;
 - (4) because this Contract is disclaimed by a liquidator or trustee in bankruptcy; or
 - (5) because any money payable by the Purchaser under this Contract is irrecoverable or refundable.
- (b) The Guarantor must pay on demand any money due to the Vendor under this indemnity including interest under clause 52.5 (**Interest**).
 - (1) The Vendor need not incur expense or make payment before enforcing the right of indemnity in clause 52.2(a).
 - (2) The Guarantor's obligations under clause 51.2(a) (**Indemnity**) are separate and independent from its obligations under clause 52.1.

52.3 Guarantor's and purchaser's rights are suspended

Until the Vendor has received all money payable to it under this contract neither the Purchaser nor the Guarantor may:

- (a) prove in an estate or in relation to an asset in a winding up or bankruptcy of:
 - (1) the other of them; or
 - (2) any other person liable to the Vendor for money owing to the Vendor by the Purchaser or the Guarantor in competition with the Vendor, unless the amount the Vendor is entitled to will not be reduced as a result; or
- (b) be subrogated to the Vendor or otherwise have the benefit of any security or any right of the Vendor against the Purchaser.

52.4 Guarantor to pay expenses

The Guarantor must pay the Vendor on written demand by the Vendor all expenses incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of any right under this clause 52.

52.5 Assignment of benefit by Vendor

If the Vendor assigns of the benefit of this Contract, the assignee receives the benefit of the Guarantor's obligations under this clause 52.

52.6 Continuing Obligations

The Guarantor's obligations under this clause 52 are continuing obligations.

52.7 Guarantor's obligations preserved

The Guarantor's obligations under this clause 52 (as guarantor, indemnifier or otherwise) are not affected by anything which might, but for this clause 52.7, end or limit the Guarantor's obligations relating to this Contract including, but not limited to, the following:

- (a) the grant of any time, waiver, agreement not to sue or other indulgence;
- (b) any variation of this Contract;
- (c) the release (including, without limitation, a release as part of a novation) or discharge of a person or a security;
- (d) an arrangement, composition or compromise entered into by the Vendor, Purchaser, Guarantor or any other person;
- (e) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
- (f) any moratorium or other suspension of a right of the Vendor under this Contract, a statute, a judgment or order or otherwise;

- (g) any payment to the Vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided, irrevocable or refundable; or
- (h) the liquidation, bankruptcy or insolvency of the Purchaser.

52.8 Vendor's right to enforce

The Vendor may enforce its rights against the Guarantor under this Contract without first:

- (a) enforcing any other security or right; or
- (b) recovering any money or assets from any other person.

52.9 Guarantor's liability for unenforceable obligations

If any payment or other transaction relating to the Purchaser's obligations under this Contract is void, voidable or otherwise unenforceable:

- (a) the Guarantor's liability under this Contract is the same as if the payment or transaction was not void, voidable or otherwise unenforceable; and
- (b) the Guarantor must immediately do everything required by the Vendor to restore to the Vendor the benefit of the Guarantor's liability under this Contract which existed immediately before the payment or transaction.

52.10 Judgments binding on Guarantor

A certificate, determination, judgment, order or award which is binding on the Purchaser is also binding on the Guarantor.

52.11 Joint and several liability

If the Guarantor consists of two or more persons, this Contract benefits and binds them separately and together.

52.12 Guarantor to sign Contract

The Purchaser must ensure that the Guarantor signs this Contract as Guarantor. The Purchaser's obligations under this clause 52.12 are an essential term of this Contract.

52.13 Essential Term

The Guarantor's compliance with its obligations under this clause 52 is an essential term of this Contract.

52.14 No merger

This clause 52 does not merge on Completion.

52.15 Power of attorney

Each person who executes this Contract or a notice under this Contract on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

53. LEASES

- 53.1 The Purchaser acknowledges that it has inspected the lease attached to this Contract and has satisfied itself in relation to its terms and conditions.
- 53.2 The Purchaser must not make a Claim, objection, requisition or delay Completion or purport to rescind or terminate this Contract in respect of the tenancy or the lease creating or purporting to create the same or if any tenant vacates or if any such tenancy is terminated for any reason.
- 53.3 In the event the Purchaser requests vacant possession on Completion, or requests that the Vendor is to issue a notice to vacate to the tenant and the Vendor agrees, the Purchaser must not make a Claim, objection, requisition or delay Completion or purport to rescind or terminate this Contract as a result of the tenant having failed to vacate the Property on or prior to Completion of the Contract.

54. CONDITIONS OF SALE BY AUCTION

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

Bidders Record means the bidders record to be kept pursuant to clause 18 of the *Property, Stock and Business Agents Regulation 2003* (NSW) and section 68 of the *Property, Stock and Business Agents Act 2002* (NSW).

- 54.2 The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
- (a) the principal's reserve price must be given in writing to the auctioneer before the auction commences;
 - (b) a bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller;
 - (c) the highest bidder is the purchaser, subject to any reserve price;
 - (d) in the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
 - (e) the auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interest of the seller;
 - (f) a bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
 - (g) a bid cannot be made or accepted after the fall of the hammer; and
 - (h) as soon as practicable after the fall of the hammer, the purchaser is to sign the agreement (if any) for sale.

- 54.3 The following conditions, in addition to those prescribed in clause 52.2, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
- (a) all bidders must be registered in the Bidders Record and display an identifying number when making a bid;
 - (b) 1 bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller; and
 - (c) when making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

55. DEVELOPMENT APPLICATION

- 55.1 The Vendor discloses and the Purchaser acknowledges the existence of Notice of Determination DA2015/1156 (“**DA**”) which lapsed on 6 June 2021.
- 55.2 The Purchaser acknowledges there is a letter from Council attached to the Contract dated 14 November 2022 (“**Letter**”) which notes that the lapse date has been extended to 6 June 2023 as part of Council’s response to the COVID-19 pandemic.
- 55.3 The Vendor does not warrant that the information set out in the DA or the Letter is accurate, complete or up to date and the Purchaser should make and rely on its own enquiries in that respect.
- 55.4 For the avoidance of doubt, the allotment proposed as the ‘Reserve’ in the DA will not form part of the transfer to the Purchaser the subject of this Contract and the Purchaser will need to modify the DA so that condition 48 of the DA is removed. For the sake of clarity, the Vendor discloses that the allotment proposed as the Reserve in the DA is the lot referred to as Lot # []# in the draft Plan and this lot will be retained by the Vendor and will not be transferred to the Purchaser.
- 55.5 The Purchaser must not make a Claim, raise an objection or requisition, delay Completion or purport to rescind or terminate this Contract if the information provided in the DA or the Letter is not accurate, complete or up to date.

56. REPLACEMENT OF DOCUMENTS

- 56.1 At any time prior to the Vendor or the Vendor’s lawyer notifies the Purchaser or the Purchaser’s lawyer in writing that the Plan has registered and provides a copy of the registered Plan, the Vendor may serve notice that the Vendor wishes to replace the documents specified in that notice (being a document that is attached to this Contract) (“**Replaced Document**”) with another document (being a document which is forwarded with that notice (“**Replacement Document**”).
- 56.2 From and including the day of service of a notice under clause 56.1, the Replaced Document is taken to no longer be attached to this Contract and the Replacement Document is taken to be attached to this Contract.
- 56.3 Subject to clause 56.4, the Purchaser must not make a Claim, raise an objection or requisition, delay Completion or purport to rescind or terminate this Contract because as a result of a notice under clause 56.1 the Replaced Document is taken to no longer be attached to this Contract and the Replacement Document is taken to be attached to this Contract.

56.4 If there is a difference between the Replaced Document and the Replacement Document which detrimentally affects the Property to a material extent and the Purchaser would not have entered into this Contract had the Purchaser been aware of the change, the Purchaser may rescind the Contract by notice in writing to the Vendor within 14 days, time being of the essence, of the notice under clause 56.1 being served.

57. DESCRIPTION OF THE LAND

57.1 The Vendor discloses and the Purchaser acknowledges the address of the Property as noted on the front page of this Contract and the section 10.7 planning certificates annexed to this Contract are not identical.

57.2 For the avoidance of doubt, the Vendor further discloses and the Purchaser acknowledges that it is purchasing Lot #[]# in the draft Plan which is part of registered Lot 1 in Deposited Plan 130467 and part of registered Lot 2 in Deposited Plan 873792.

57.3 The Purchaser must not make a Claim, raise an objection or requisition, delay Completion or purport to rescind or terminate this Contract with respect to any matter relating to the address of the Property.

ANNEXURE A

#[INSERT DRAFT PLAN OF SUBDIVISION HERE]#

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: **Northern Beaches Council (ABN 57 284 295 198)**
Purchaser:
Property: **Part 2 Bangaroo Street, North Balgowlah NSW 2093**
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

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

Adjustments

11. All outgoing referred to in clause 14.1 and 23.5 to 23.7 (inclusive) of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

14. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
 - (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all current buildings or structures? If so, it should be handed over on completion. Please

- provide a copy in advance.
- (e) In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).
- (f) Have any actions been taken, including the issuing of any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.
- 17.
- (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
 - (b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property? If so please provide details and indicate if there are any proposals for amendment or revocation?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW)?
- Affectations/Benefits**
- 20.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?

23. If the Property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- 24.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other property pass through the Property?
25. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to prevent the enjoyment of any rights appurtenant to the Property?

Capacity

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

Requisitions and transfer

27. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 7 days prior to completion.
28. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
29. If any document required for completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
30. If the vendor holds a certificate of title, it must be delivered to the purchaser immediately after completion or as directed by the purchaser, in accordance with the Contract.
31. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
32. The purchaser reserves the right to make further requisitions prior to completion.
33. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Off the plan contract

34. If the Contract is an off the plan contract:
- (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
 - (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
 - (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.
 - (d) Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) in relation to the Property? If so, when was it made?
 - (e) The vendor should provide an occupation certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all buildings or structures on the Property.



FOLIO: 1/130467

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
18/11/2022	8:37 AM	1	17/11/2022

LAND

LOT 1 IN DEPOSITED PLAN 130467
 AT NORTH BALGOWLAH
 LOCAL GOVERNMENT AREA NORTHERN BEACHES
 PARISH OF MANLY COVE COUNTY OF CUMBERLAND
 TITLE DIAGRAM DP130467

FIRST SCHEDULE

NORTHERN BEACHES COUNCIL (CN AS635955)


SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 498739 COVENANT AS REGARDS TO PART OF THE LAND ABOVE DESCRIBED

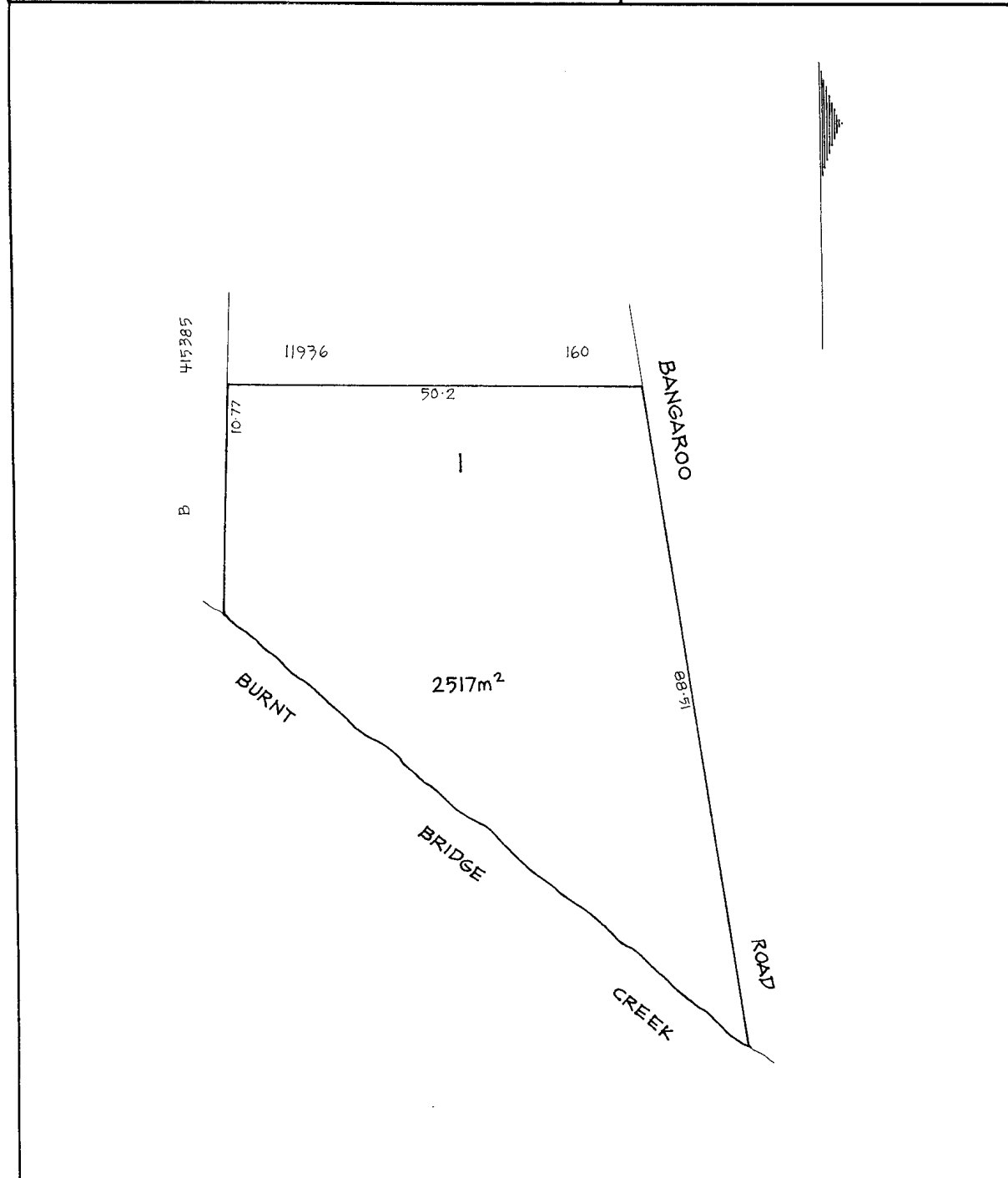
NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PLAN OF LOT Y DP 173761 AND PART DP 932131 BEING THE LAND IN VOL. 3505 FOL. 19	D.P. 130467
	Registered:  <i>SS</i> 4.7.95
LGA <u>WARRINGAH</u> Mun./Shire/City	C.A.: _____
Town or Locality <u>NORTH BALGOWLAH</u>	Title System: <u>TORRENS</u>
Parish <u>MANLY COVE</u>	Purpose: <u>DEPARTMENTAL</u>
County <u>CUMBERLAND</u>	Ref. Map: <u>U1852-22 #</u>
Reduction Ratio 1: <u>NTS</u> Lengths are in metres	Last Plan: <u>DP 173761 , DP 932131</u>

Z
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B



Transfer.....
Assessment.....
Certificate.....
THE SIMPLE.

490133 Sales. 10 11
26. 6. 19



4987396

MEMORANDUM OF TRANS



(REAL PROPERTY ACT, 1906.)



Dower should be negative. If a woman's interest will be noted on the new certificate. A statutory declaration should accompany, stating whether the transferee is married, and, if so, the date of marriage. If before January 1903, the wife must execute and acknowledge Release. A form for the latter purpose can be obtained at the Land Titles Office, or will be forwarded on application. If the marriage were since 1836 no dower attaches.

Name, residence, occupation, or other designation, in full, of Transferor.

I, Archibald Liversidge of Sydney.

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

being registered as the proprietor of an Estate in fee simple^b in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum

All subsisting encumbrances must be noted hereon. (See page 3.)

underwritten or endorsed hereon, — in consideration of "the Covenants hereinafter

If the consideration be not pecuniary, alter accordingly.

contained on the part of the Council of the Warringah Shire

Name, residence, occupation, or other designation of transferee.

paid to me by

If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband.

the receipt whereof I hereby acknowledge,

PLAN REFILED IN PLANT ROOM AS PLAN 932131

If to two or more, state whether as joint tenants or tenants in common.

do hereby transfer to the said Council of the Warringah Shire (hereinafter called the said Council)

Area, in acres, roods, or perches.

ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing Two roods twenty one and three quarter perches

Parish or town, county.

situate in the Parish of Mauley Cove County of Cumberland

"The whole" or "part," as the case may be.

being part of the land comprised in Certificate of Title

"Crown Grant," or "Certificate of Title."

dated 7th January 1884 registered volume No. 516

Repeat if more than one. These references will suffice, if the whole land in the grant or certificate be transferred. But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description and plan will be required and may be inserted or annexed with this prefix:—"as delineated" "in the plan hereon" or "annexed hereto" and "described as follows."

folio 124 And being the land shown on the plan hereto annexed and thereon edged red And the said Council hereby covenants with the said Archibald Liversidge (to take over maintain and repair a public road at the sole expense of the said Council the existing private road through the land hereby transferred and also to expend within a reasonable time after the same shall have been received so much of the rates and Government subsidy payable to and receivable by the Council in respect of the adjoining land of the said Archibald Liversidge (less the due proportion of the administrative charges as shall be necessary to properly maintain and repair all public roads ^{within the boundaries of Warringah Shire} giving access to the premises of the said Archibald Liversidge known respectively as "Brook Cottage" "Bazeldean Cottage" "Rye Cottage" "Camp Cottage" and "Cliff Cottage" or to any lands occupied or used therewith) And the said Council also covenants with the said Archibald Liversidge that the said Council will give and render a true and correct proof dividing fence between the land hereby transferred and the adjoining land of the said Archibald Liversidge.

Any provision in addition to, or modification of, the covenants implied by the Act, may also be inserted.

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

m If this instrument be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, no further authentication is required. Otherwise the attesting witnesses must appear before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, and the instrument must be signed in the presence of the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, who must certify that the instrument was signed in his presence, and that the signature of the Transferor was known to him, and that he appeared fully to understand the same.

n Repeat attestation for additional parties if required.
o For the signature of the Transferee hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferee, 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 impersonation, and for this reason it is essential that the signature should, if possible, be obtained

In witness whereof, I have hereunto subscribed my name, at Sydney
the Tenth day of January in the year
of our Lord one thousand nine hundred and seventy eight

Signed in my presence by the said
Archibald Liversidge
WHO IS PERSONALLY KNOWN TO ME

A. Liversidge
Transferee

Signed
G. M. Adams
Solicitor Sydney

(Who will also sign Declaration in accordance with Deeds Act at the top of the 1st page.)

Patric K. Carew
WHO IS PERSONALLY KNOWN TO ME
1908

Accepted, and I hereby certify that the above is correct for the purposes of the Deeds Act.

W. B. Fensholt
President of Board of Deeds

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

Local Government M.P. No.

LOCAL GOVERNMENT ACT, 1906.

Governor's Approval to the Council of the SHIRE

Shire or Municipality.

of WARRINGAH purchasing

a piece of land for the

purpose of making a deviation in a road.

By His Excellency SIR HARRY HOLDSWORTH RAWSON, Admiral in the Royal Navy, Knight Grand Cross of the Most Honorable Order of the Bath, Governor of the State of New South Wales and its Dependencies, in the Commonwealth of Australia.

Harry H. Rawson
GOVERNOR.

Local Government Act, 1906.

Whereas by an Act of the Parliament of New South Wales, passed in the sixth year of the Reign of His Majesty King Edward the Seventh, intituled, "An Act to Consolidate and Amend the Law relating to the Local Government of Shires and Municipalities," it is amongst other things provided that the Council of a Municipality or of a Shire, may, with the approval of the Governor, purchase land, and acquire or provide buildings within its area, or may purchase buildings or land outside its area, to be used for any purpose which may lawfully be undertaken by the Council.

And whereas application has been made by the Council of the

Shire or Municipality.

SHIRE of WARRINGAH

for the approval of the Governor to their purchasing ~~for the sum of~~

from Mr. Archibald Liversidge, the land situated in

the parish of Manly Cove, within the Warringah Shire having an area of about 2 roods 21 $\frac{3}{4}$ perches, and being part of the land

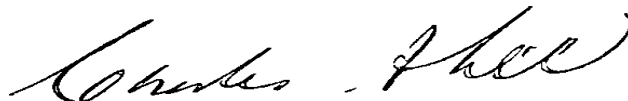
comprised in Certificate of Title registered Volume No. 516 folio 124 for the considerations set out in the memorandum of transfer attached marked "A" dated the tenth day of January 1908, for the purpose of making a deviation in a road.

Now, therefore, I, SIR HARRY HOLDSWORTH RAWSON, the Governor
aforesaid, do hereby, with the advice of the Executive Council, approve of
the said Council purchasing the said piece of land for the conside
tions set out in the said memorandum of transfer

for the purpose aforesaid.

GIVEN under my Hand, and the Seal of the State, this
nineteenth day of June
in the year of Our Lord One thousand nine hundred
and eight, and in the eighth
year of the Reign of His Majesty King Edward the Seventh.

By His Excellency's command,



To THE COUNCIL OF THE

Shire or
Municipality

SHIRE OF WARRINGAH.



Declaration by Licensed Surveyor.

(REAL PROPERTY ACT, No. 25 OF 1900, SEC. 113.)

I,* Philip Sydney Nott
of† 86 Pitt St Sydney

Licensed Surveyor, specially Licensed under the Real Property Act,
1900, do hereby solemnly and sincerely declare that the boundaries
and measurements shown on the plan of‡ Da 2r 21 3/4 per
Ph Manly Cove, Part of Land in Appⁿ 3877
hereto annexed, and marked "A,"

are correct for the purposes of the said Act, and that the said plan
and the survey of the land to which the same relates have been
prepared and made by me, or 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.

SUBSCRIBED and declared at
Manly this
fourteenth day of
November 1907,
before me,

Philip Sydney Nott

J. R. Robson J.P.

See note on page 1.
When filled up,
should be signed by
the Transferrer.
A very short note of
the particulars will
suffice.

A. Swinidge
Transferrer.
(See note p.)

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.

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.
Name of witness and
residence.
Name of Transferrer.
Name of Transferrer.

Registrar-General,
Deputy, Notary Public,

2¹/₄ pchs. Pt 32 acre Grant
Parish of Manly Cove
County of Cumberland

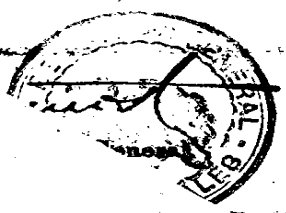
Lodged by
(Name) J. H. Dauling Taylor
(Address) 113 Pitt Street Sydney

Subject to Covenants & Conditions

A Liversidge **Transferrer.**
The Council of Warungah Shire **Transferees.**

Particulars entered in the Register Book, Vol 516
Folio 124

10th day of July, 1908,
minutes 14 o'clock



CA

14-7-08	4-7-8	89
20-7-8	11-7-08	100
24-7-8	14-7-8	100
19	19	19

DEPUTY REGISTRAR GENERAL
VOL 1893 FOL 206

Balance Drawn 1893/4

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:-

Transfer can be registered until the fees are paid.
If part only of the land be transferred, and it is desired 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 expense, if it be intended to make several Transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate subsisting residue.
Tenants in common must receive separate Certificates. Fees will be required for each additional Certificate.
The fees on Transfer are 10s., and 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 a Certificate of Title if the whole of the land is 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 complete from the moment it is recorded.
Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.



FOLIO: 2/873792

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
18/11/2022	8:37 AM	3	17/11/2022

LAND

LOT 2 IN DEPOSITED PLAN 873792
AT NORTH BALGOWLAH
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP873792

FIRST SCHEDULE

NORTHERN BEACHES COUNCIL (CN AS635955)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 H496754 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 3 DP873792 EASEMENT FOR DRAINAGE OF WATER 1 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



THE COMMON SEAL OF THE
COUNCIL OF WARRINGAH
 was hereunto affixed
 this 22nd day of December 1997
 in pursuance of a resolution of the Council
 passed on the 15th
 day of February 1997.

General Manager

SURVEYORS (PRACTICE) REGULATION (1986: CLAUSE 32(2))				
1SG COORDINATES				
MARK	EAST	NORTH	ZONE	ACCV.
PM 447	322,829.844	1,259,643.017	561	2
PM 448	322,973.637	1,259,610.112	561	2
PM 449	323,137.510	1,259,607.426	561	2
ESM 3599	323,138.153	1,259,418.083	561	2

SOURCE: 1SG COORDINATES ADOPTED
 FROM SCIMS ON 5/6/97
 LINE SCALE FACTOR = 0.99994

Crown Lands Office Approval
 PLAN APPROVED _____ Authorized Officer
 Land District _____
 Paper No _____
 Field Book _____ pages

Council's Certificate

1 Delete if inapplicable

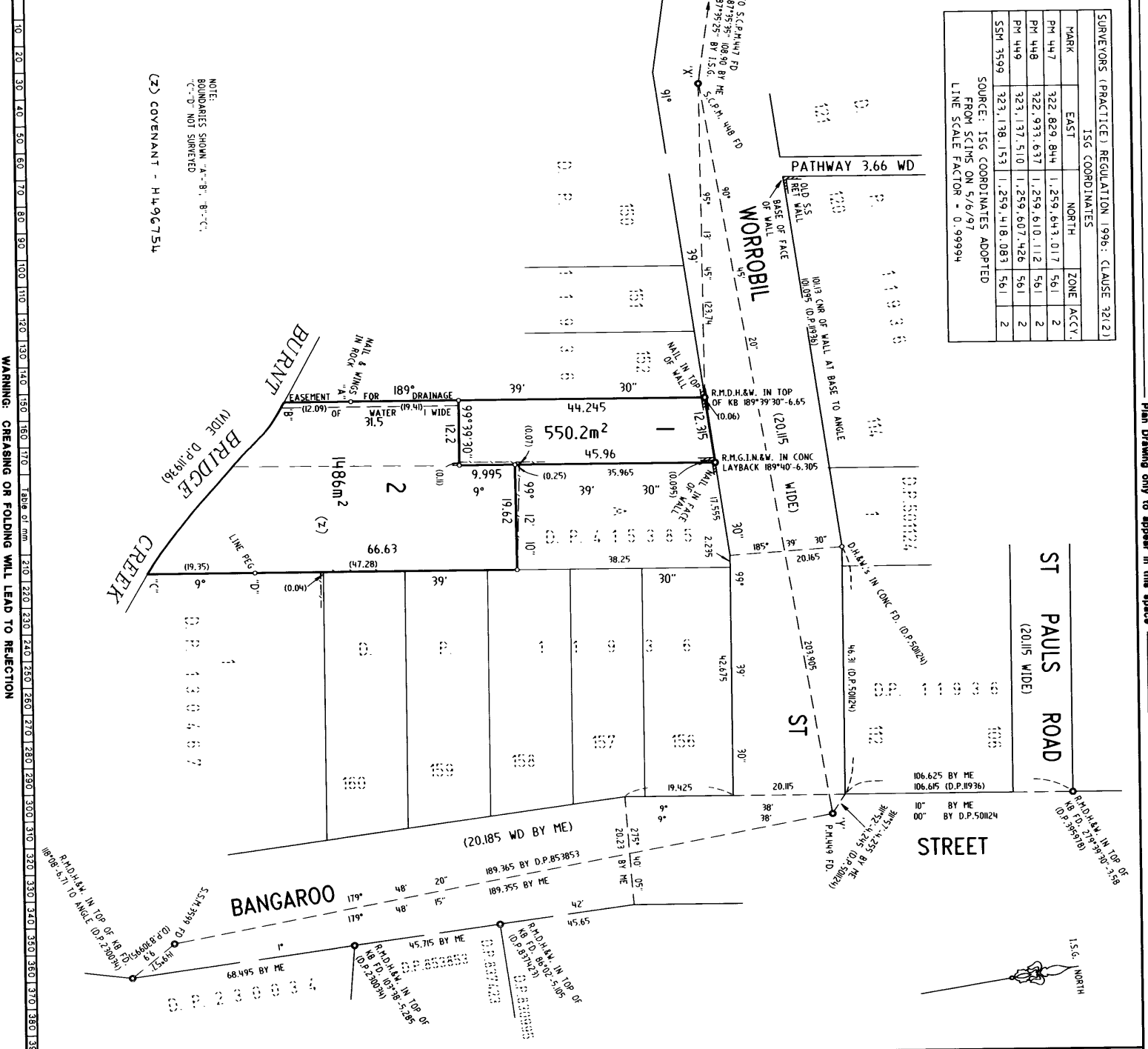
Subdivision No: 10079

Date: 1.12.97

Signature: *[Handwritten Signature]*

Council File No: S.D. 9043

Authorised Person



OFFICE USE ONLY

DP 873792

Registered 22.1.1998

CA: No. 10079 OF 2.12.1997

Title System: TORENS

Purpose: SUBDIVISION

Rel. Map: U0952-22

Last Plan: DP11936; DP115385

PLAN OF SUBDIVISION OF
 LOT 153 D.P.11936 &
 LOT B D.P.415385

L.G.A.: WARRINGAH
 Locality: NORTH BALGOWLAH
 Parish: MANLY COVE
 County: CUMBERLAND

John Barry Byrne
 D.P.'s 1936, 415385, 395978, 20034, 830995, 831423 & 853853

PANEL FOR USE ONLY FOR STATEMENTS OF INTENTION TO DECIDE PUBLIC ROADS OR TO CREATE POSITIVE OR NEGATIVE EASEMENTS FOR THE PURPOSES OF THE USE OF LAND OR POSITIVE COVENANTS.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT (1919-1984), IT IS INTENDED TO CREATE:
 1. EASEMENT FOR DRAINAGE OF WATER
 2. EASEMENT FOR DRAINAGE OF WATER
 3. EASEMENT FOR DRAINAGE OF WATER

Authorised Person

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

2
(Sheet 1 of 2 sheets)

DP 873792

Subdivision of Lot 153 in Deposited Plan 11936 and Lot B in Deposited Plan 415385 covered by Council Certificate No. 10079 of 2.12.1997

PART 1

Full names and address of the proprietors of the land:

Mr. Harry Carlton Morrison and Mrs. Dorothea May Morrison of No.3 Worrobil Street, North Balgowlah 2093

1. Identity of Easement or Restriction Firstly Referred to in abovementioned Plan:

Easement For Drainage Of Water 1 Wide

Schedule of Lots etc. Affected

Lots Burdened
2

Lots. Name of Road or Authority Benefited
1

PART 2

The Authority empowered to release, vary or modify the easement created hereby shall be Warringah Council.

Signed in my presence by the said HARRY CARLTON MORRISON who is personally known to me)))

[Handwritten Signature]

[Handwritten Signature]
.....
Witness

Signed in my presence by the said DOROTHEA MAY MORRISON who is personally known to me)))

[Handwritten Signature]

[Handwritten Signature]
.....
Witness

Approved by Warringah Council

WARRINGAH COUNCIL
[Handwritten Signature]
.....
Authorised Person
General Manager / Authorised Person

WARRINGAH COUNCIL
[Handwritten Signature]
.....
General Manager

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

(Sheet 2 of 2 sheets)

PLAN: DP873792

Subdivision of Lot 153 in Deposited Plan
11936 of Lot B in Deposited Plan 415385
covered by Council Certificate No. 10079
OF 2.12.1997

PART 2 (cont)

The COMMON SEAL of the
COUNCIL OF WARRINGAH
was hereunto affixed this *22nd*
day of *DECEMBER* 19*97*. in
pursuance of a resolution of
the Council passed on the
25th day of February 1997.



Mayor/Councillor



General Manager/Councillor

REGISTERED



JL 22.1.1998

FORM FOR SIMPLE TRANSFER, WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED, OR EASEMENTS CREATED, OR WHERE THIS FORM IS OTHERWISE UNSUITABLE, FORM F.P. 13A SHOULD BE USED.

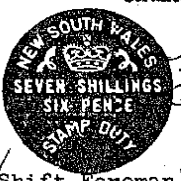
Fees: £ s. d.
 1990 Stamp 17 PM 12:44
 Endorsement
 Certificate



R.P. 13. No. 496754

New South Wales : 1st
 1990 Stamp 17 PM 12:44

MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900.)



(Trusts must not be disclosed in the transfer.)

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

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

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

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

The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans of the Office of the Registrar-General. Where records are inadequate for the purpose, a suitable map may be endorsed hereon, furnished as an annexure and by the parties and their attests witnessed.

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

A very short note will suffice.

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form.

As to instruments executed elsewhere, see Section 107 of the Real Property Act 1900, Section 108 of the Conveyancing Act, 1919-1954 and Section 52A of the Evidence Act 1908-1954.

Repeat attestation if necessary.

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

WE, JOHN VINCENT SCILLEY of Manly/Shift Foreman
 and MARY JOSEPHINE SCILLEY his wife -----
 (herein called transferors)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of One thousand one hundred and sixty pounds -----
 (£1,160/-) (the receipt whereof is hereby acknowledged) paid to us by

PATRICK FRANCIS ROSSITER and BRIGIT ROSSITER -----
 do hereby transfer to

PATRICK FRANCIS ROSSITER of 658 Barrenjoey Road, Avalon, Retired
Ferry Master and BRIGIT ROSSITER his wife

 (herein called transferees) As joint Tenants

ALL such our Estate and Interest in ALL THE land mentioned in the schedule following:--

County.	Parish.	Reference to Title			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Fol.	
CUMBERLAND	MANLY COVE	PART	5616	26	Lot "B" in Plan of Subdivision annexed hereto and marked with the Letter "A" 415385

The Transferees covenant with the Transferors in the manner set out in the document hereunto annexed marked "B".

ENCUMBRANCES, &c., REFERRED TO.

Covenants contained in Instrument of Transfer No. 498739

Signed at Manly the 18th day of April 1960

'Signed in my presence by the transferor(s) WHO ARE PERSONALLY KNOWN TO ME

J. V. Scilley
M. J. Scilley
 Transferors

'Signed

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

Signed in my presence by the transferee(s) WHO ARE PERSONALLY KNOWN TO ME

P. F. Rossiter
B. Rossiter
 Transferee(s).

NOT TO BE ALTERED BY ERASURE-See Foot Note.

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

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

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

H 496754
 No.

LODGED BY J.R. WILKINS & CO.
 643 Pittwater Road

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

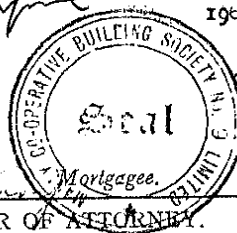
I, **MANLY CO-OPERATIVE BUILDING SOCIETY NO. 9 LIMITED** mortgagee under Mortgage No. **F838304** **DEE WHY.**

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

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

Dated at Manly this 13th day of April 1960.

Signed in my presence by THE COMMON SEAL of MANLY CO-OPERATIVE BUILDING SOCIETY NO. 9 LIMITED was hereunto duly affixed by authority of the Board previously given and in the presence of who is personally known to me. of :



M. W. K. ...
 Director

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

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

i Strike out unnecessary words. Add any matter necessary show that the power effective.

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS¹

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

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

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH.	
	<i>Subj to covenant</i>	To be filled in by person lodging dealing.	
Checked by	Particulars entered in Register Book,	1. _____	2. _____
Passed (in S.D.B.) by	Volume <u>E616</u> Folio <u>26</u>	3. _____	6. _____
Signed by	the <u>10th</u> day of <u>August</u> 19 <u>60</u> at <u>.....</u> 5 minutes past <u>11</u> o'clock in the <u>.....</u> noon.	Received Docs. Nos. _____	
	<i>Jawatson</i> Registrar-General.	Receiving Clerk. _____	

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written ...	<i>...</i>	<u>20.6.60</u>
Draft examined	<i>...</i>	<u>21/6/60</u>
Diagram prepared	<i>...</i>	<u>3/8/60</u>
Diagram examined	<i>...</i>	<u>2.8.60</u>
Draft forwarded	<i>...</i>	
Supt. of Engrossers	<i>...</i>	<u>17/8</u>
Cancellation Clerk	<i>...</i>	<u>31/8</u>

Vol. **7967** Fol. **222**

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

H 496754

To be filed with dealing

Plan Form No. 7 (for compilations)

M.A.M.

Municipality of Warringah

Shire of at Balgowlah

Charting Maps

Warringah Sh. 75 of subdivision of land in CT. Reg. Vol 5616. Fol. 26.

D.P. 11936

PLAN

Parish of Manly Cove County of Cumberland

Scale 40 Feet to an Inch.

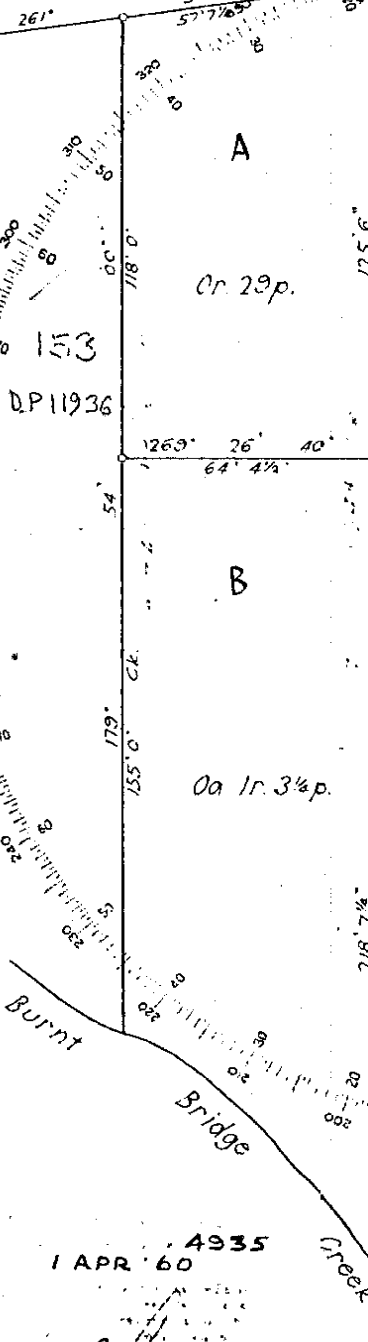
THIS PLAN HAS BEEN REFILED
IN PLAN NUMBER AS F.P.
415385

Worrobil Street

Street

Bangaroo Street

Street



Misc. Plan of subdn. (R.P.)
Regd. No. 115385

Pt. Por 1203 (Ph)
Public Reserve

No survey has been made
There are no improvements existing
to my knowledge on or near the new
boundary

15th September 1959

I certify that this plan has been compiled from the information in

CT. Vol. 5616. Fol. 26 and D.P. 11936 and is accurate.

Barry W. Gardner
Surveyor registered under Surveyors Act, 1929-46.

Signatures of parties to be made in this margin.

G. H. Driscoll
J. H. J. Smith

This is the plan marked " " referred to in
Dated /

APR 60
1 APR 60

ISSUED IN LIEU OF
CERT No. 4827.

" B "

The Transferees do hereby for themselves their successors and assigns or other the registered proprietor for the time being of the land hereby transfer covenant with the Transferors their executors administrators and assigns as follows :-

That no fence shall be erected on the said land to divide it from the Transferors' adjoining land without the consent of the Transferors but such consent shall not be withheld if the fence shall be erected without expense to the Transferors and in favour of any person dealing with the Transferees such consent as aforesaid shall be deemed to have been given in respect of any fences for the time being erected.

For the purpose of Section 88 of the Conveyancing Act 1919 as amended it is hereby agreed and declared as follows :-

- (a) The benefit of the foregoing covenant shall be appurtenant to the adjoining Lot A in the Plan annexed hereto but upon Transfer of such adjoining land the said covenant shall become absolutely void unless a contrary intention is expressed in the Transfer.
- (b) The burden of the foregoing covenant is upon Lot B in the Plan annexed hereto.
- (c) The aforesaid covenant may be released varied or modified by the registered proprietor for the time being of the land to which the said covenant is appurtenant.

This is the annexure marked "B" mentioned and referred to in Memorandum of Transfer dated 13th April 1965 from JOHN VINCENT SCILLEY and MARY JOSEPHINE SCILLEY to PATRICK FRANCIS ROSSITER and BRIGIT ROSSITER of Lot B in Plan of Sub-Division annexed hereto.

B

SIGNED by the said JOHN VINCENT SCILLEY in the presence of :-

J. V. Scilley
W. Knowles

SIGNED by the said MARY JOSEPHINE SCILLEY in the presence of :-

M. J. Scilley
W. Knowles

SIGNED by the said PATRICK FRANCIS ROSSITER in the presence of :-

P. F. Rossiter
J. Williams
Sullivan
Deady

SIGNED by the said BRIGIT ROSSITER in the presence of :-

B. Rossiter
J. Williams
Sullivan
Deady

Northern Beaches Council Planning Certificate – Part 2&5

Applicant: Gordon
1 Boondah Rd
WARRIEWOOD

Reference:

Date: 09/11/2022
Certificate No. ePLC2022/07952

Address of Property: Lot 1/9999 Bangaroo Street NORTH BALGOWLAH NSW 2093
Description of Property: Lot 1 DP 130467

Planning Certificate – Part 2

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

1. Relevant planning instruments and Development Control Plans

(1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land:

(a) Local Environmental Plan

Warringah Local Environmental Plan 2011

(b) State Environmental Planning Policies and Regional Environmental Plans

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Primary Production) 2021
Chapters 1,2

State Environmental Planning Policy (Resources and Energy) 2021
Chapters 1, 2

State Environmental Planning Policy (Resilience and Hazards) 2021
Chapters 1, 3, 4

State Environmental Planning Policy (Industry and Employment) 2021
Chapters 1, 3

State Environmental Planning Policy (Transport and Infrastructure) 2021
Chapters 1, 2, 3

State Environmental Planning Policy (Biodiversity and Conservation) 2021
Chapters 1, 2, 3, 4, 6, 7

State Environmental Planning Policy (Planning Systems) 2021
Chapters 1, 2

State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021
Chapters 1, 2

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
SEPP 65 – Design Quality of Residential Apartment Development
SEPP (Building Sustainability Index: BASIX)

State Environmental Planning Policy (Biodiversity and Conservation) 2021
Chapters 9, 10

(c) Development Control Plans

Warringah Development Control Plan 2011

(2) Draft Environmental Planning Instruments

The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

(a) Draft Local Environmental Plans

(b) Draft State Environmental Planning Policies

Draft State Environmental Planning Policy (Environment)

Draft Remediation of Land State Environmental Planning Policy (intended to replace State Environmental Planning Policy 55)

(c) Draft Development Control Plans

2. Zoning and land use under relevant planning instruments

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

(1) Zoning and land use under relevant Local Environmental Plans

(a), (b)

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

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone R2 Low Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.

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

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

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

4 Prohibited

Any development not specified in item 2 or 3

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone RE1 Public Recreation

1 Objectives of zone

- To enable land to be used for public open space or recreational purposes.
- To provide a range of recreational settings and activities and compatible land uses.
- To protect and enhance the natural environment for recreational purposes.
- To protect, manage and restore public land that is of ecological, scientific, cultural or aesthetic value.
- To prevent development that could destroy, damage or otherwise have an adverse effect on those values.

2 Permitted without consent

Environmental facilities; Environmental protection works; Roads

3 Permitted with consent

Aquaculture; Boat building and repair facilities; Boat sheds; Building identification signs; Business identification signs; Car parks; Centre-based child care facilities; Community facilities; Emergency services facilities; Kiosks; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Respite day care centres; Restaurants or cafes; Water recreation structures

4 Prohibited

Any development not specified in item 2 or 3

Employment zones reform implementation

On 1 December 2022, Business and Industrial zones will be replaced by the new Employment zones under the Standard Instrument (Local Environmental Plans) Order 2006. The Department of Planning and Environment is currently exhibiting details of how each Local Environmental

Plan that includes a current Business or Industrial zone will be amended to use the new Employment zones. The Explanation of Intended Effect (EIE) and a searchable web tool that displays the current and proposed zone for land covered in this public exhibition is available on the [Planning Portal](#).

(c) Additional permitted uses

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

Nil

(d) Minimum land dimensions

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

(e) Outstanding biodiversity value

The land is not in an area of outstanding biodiversity value under the [Biodiversity Conservation Act 2016](#)

(f) Conservation areas

The land is not in a heritage conservation area.

(g) Item of environmental heritage

The land does not contain an item of environmental heritage.

(2) Zoning and land use under draft Local Environmental Plans

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

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

3. Contribution plans

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

Northern Beaches Section 7.12 Contributions Plan 2022 - in force 1 June 2022.

(2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area.

Nil

4. Complying Development

If the land is land on which complying development may or may not be carried out under each of the complying development codes under [State Environmental Planning Policy \(Exempt and](#)

[Complying Development Codes\) 2008](#), because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

Part 3 Housing Code

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

Part 3A Rural Housing Code

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

Part 3B Low Rise Housing Diversity Code

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

Part 3C Greenfield Housing Code

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

Part 3D Inland Code

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

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

Part 4 Housing Alterations Code

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

Part 4A General Development Code

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

Part 5 Industrial and Business Alterations Code

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

Part 5A Industrial and Business Buildings Code

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

Part 5B Container Recycling Facilities Code

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

Part 6 Subdivisions Code

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

Part 7 Demolition Code

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

Part 8 Fire Safety Code

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

(4) Complying Development Codes varied under Clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

No complying codes are varied under this clause in relation to the land.

5. Exempt Development

If the land is land on which exempt development may or may not be carried out under each of the exempt development codes under [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

Part 2 Exempt Development Codes

Exempt Development under the Exempt Development Codes may be carried out on all of the land.

(4) Exempt Development Codes varied under Clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

No exempt development codes are varied under this clause in relation to the land.

6. Affected building notices and building product rectification orders

(a) There is not an affected building notice of which the council is aware that is in force in respect of the land.

(b) There is not a building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and

(c) There is not a notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

In this section—

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

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

7. Land reserved for acquisition

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

8. Road widening and road realignment

(a) The land is not affected by a road widening or re-alignment proposal under Division 2 of Part 3 of the *Roads Act 1993*.

(b) The land is not affected by a road widening or re-alignment proposal under an environmental planning instrument.

(c) The land is not affected by a road widening or re-alignment proposal under a resolution of Council.

9. Flood related development controls

(1) The land is within the flood planning area and subject to flood related development controls.

(2) The land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

In this section—

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.

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

(a) Council has adopted policies that restrict the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding (for flooding – see 9). The identified hazard or risk, if any, are listed below:

Nil

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

Nil

11. Bush fire prone land

The land is not bush fire prone land.

12. Loose-fill asbestos insulation

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

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

Contact NSW Fair Trading for more information.

13. Mine Subsidence

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

14. Paper subdivision information

There is no current paper subdivision, of which council is aware, in respect of this land according to Part 10 of the *Environmental Planning and Assessment Regulation 2021* and Schedule 7 of the *Environmental Planning & Assessment Act 1997 No 203*.

15. Property vegetation plans

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

16. Biodiversity Stewardship Sites

The Council has not been notified by the Biodiversity Conservation Trust that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* (includes land to which a biobanking agreement under Part 7A of the repealed *Threatened Species Conservation Act 1995* relates).

17. Biodiversity certified land

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

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

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

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

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

Note—

Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

20. Western Sydney Aerotropolis

Under State Environmental Planning Policy (Precincts – Western Parkland City) 2021, Chapter 4 the land is –

- (a) not in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
- (b) not shown on the [Lighting Intensity and Wind Shear Map](#), or
- (c) not shown on the [Obstacle Limitation Surface Map](#), or
- (d) not in the “public safety area” on the [Public Safety Area Map](#), or
- (e) not in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the [Wildlife Buffer Zone Map](#).

21. Development consent conditions for seniors housing

No condition of development consent granted after 11 October 2007 in relation to the land applies to the property that are of the kind set out in that Policy, section 88(2) of [State Environmental Planning Policy \(Housing\) 2021](#).

22. Site compatibility certificate and conditions for affordable rental housing

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

(2) No condition of development consent in relation to the land applies to the property that are of the kind set out in section 21(1) or 40(1) of [State Environmental Planning Policy \(Housing\) 2021](#).

(3) No condition of development consent in relation to the land applies to the property that are of the kind set out in clause 17(1) or 38(1) of [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#).

Additional matters under the Contaminated Land Management Act 1997

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

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

(d) the land to which the certificate relates is not subject to an ongoing maintenance order within the meaning of that Act

(e) the land to which the certificate relates is not the subject of a site audit statement

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

Planning Certificate – Part 5

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

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

Company Title Subdivision

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

District Planning

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

Council Resolution To Amend Environmental Planning Instrument

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

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

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

Outline: Amends WLEP 2000 and WLEP 2011 to:

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

Council resolution: 24 February 2015

Additional Information Applying To The Land

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

Geotechnical Planning Controls

Council is currently undertaking a study to review geotechnical planning controls across the Local Government Area. Information from a draft study indicates geotechnical considerations may affect a greater number of properties and may present an increased risk to properties than that shown on published hazard maps. Council's Development Engineering & Certification team can be contacted for further information.

Councils protection of Waterways and Riparian Land Policy

Council's Protection of Waterways and Riparian Land Policy (former Warringah) applies to the land.

General Information

Threatened Species

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

Potential threatened species could include:

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

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

- Duffys Forest Ecological Community in the Sydney Basin Bioregion
- Swamp Sclerophyll Forest on Coastal Floodplain
- Coastal Saltmarsh of the Sydney Basin Bioregion
- Swamp Oak Floodplain Forest
- Bangalay Sand Forest of the Sydney Basin Bioregion

- Themeda grasslands on Seacliffs and Coastal Headlands
- Sydney Freshwater Wetlands in the Sydney Basin Bioregion
- Coastal Upland Swamp in the Sydney Basin Bioregion
- River-Flat Eucalypt Forest on Coastal Floodplains of the New South Wales North Coast, Sydney Basin and South East Corner Bioregions

Bush fire

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

Aboriginal Heritage

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

Coastal Erosion

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



Ray Brownlee PSM
Chief Executive Officer
09/11/2022

Northern Beaches Council Planning Certificate – Part 2&5

Applicant: Gordon
1 Boondah Rd
WARRIEWOOD

Reference:

Date: 09/11/2022
Certificate No. ePLC2022/07954

Address of Property: Lot 2/9999 Worrobil Street NORTH BALGOWLAH NSW 2093
Description of Property: Lot 2 DP 873792

Planning Certificate – Part 2

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

1. Relevant planning instruments and Development Control Plans

(1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land:

(a) Local Environmental Plan

Warringah Local Environmental Plan 2011

(b) State Environmental Planning Policies and Regional Environmental Plans

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Primary Production) 2021
Chapters 1,2

State Environmental Planning Policy (Resources and Energy) 2021
Chapters 1, 2

State Environmental Planning Policy (Resilience and Hazards) 2021
Chapters 1, 3, 4

State Environmental Planning Policy (Industry and Employment) 2021
Chapters 1, 3

State Environmental Planning Policy (Transport and Infrastructure) 2021
Chapters 1, 2, 3

State Environmental Planning Policy (Biodiversity and Conservation) 2021
Chapters 1, 2, 3, 4, 6, 7

State Environmental Planning Policy (Planning Systems) 2021
Chapters 1, 2

State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021
Chapters 1, 2

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
SEPP 65 – Design Quality of Residential Apartment Development
SEPP (Building Sustainability Index: BASIX)

State Environmental Planning Policy (Biodiversity and Conservation) 2021
Chapters 9, 10

(c) Development Control Plans

Warringah Development Control Plan 2011

(2) Draft Environmental Planning Instruments

The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

(a) Draft Local Environmental Plans

(b) Draft State Environmental Planning Policies

Draft State Environmental Planning Policy (Environment)

Draft Remediation of Land State Environmental Planning Policy (intended to replace State Environmental Planning Policy 55)

(c) Draft Development Control Plans

2. Zoning and land use under relevant planning instruments

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

(1) Zoning and land use under relevant Local Environmental Plans

(a), (b)

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

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone R2 Low Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.

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

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

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

4 Prohibited

Any development not specified in item 2 or 3

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone RE1 Public Recreation

1 Objectives of zone

- To enable land to be used for public open space or recreational purposes.
- To provide a range of recreational settings and activities and compatible land uses.
- To protect and enhance the natural environment for recreational purposes.
- To protect, manage and restore public land that is of ecological, scientific, cultural or aesthetic value.
- To prevent development that could destroy, damage or otherwise have an adverse effect on those values.

2 Permitted without consent

Environmental facilities; Environmental protection works; Roads

3 Permitted with consent

Aquaculture; Boat building and repair facilities; Boat sheds; Building identification signs; Business identification signs; Car parks; Centre-based child care facilities; Community facilities; Emergency services facilities; Kiosks; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Respite day care centres; Restaurants or cafes; Water recreation structures

4 Prohibited

Any development not specified in item 2 or 3

Employment zones reform implementation

On 1 December 2022, Business and Industrial zones will be replaced by the new Employment zones under the Standard Instrument (Local Environmental Plans) Order 2006. The Department of Planning and Environment is currently exhibiting details of how each Local Environmental

Plan that includes a current Business or Industrial zone will be amended to use the new Employment zones. The Explanation of Intended Effect (EIE) and a searchable web tool that displays the current and proposed zone for land covered in this public exhibition is available on the [Planning Portal](#).

(c) Additional permitted uses

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

Nil

(d) Minimum land dimensions

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

(e) Outstanding biodiversity value

The land is not in an area of outstanding biodiversity value under the [Biodiversity Conservation Act 2016](#)

(f) Conservation areas

The land is not in a heritage conservation area.

(g) Item of environmental heritage

The land does not contain an item of environmental heritage.

(2) Zoning and land use under draft Local Environmental Plans

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

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

3. Contribution plans

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

Northern Beaches Section 7.12 Contributions Plan 2022 - in force 1 June 2022.

(2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area.

Nil

4. Complying Development

If the land is land on which complying development may or may not be carried out under each of the complying development codes under [State Environmental Planning Policy \(Exempt and](#)

[Complying Development Codes\) 2008](#), because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

Part 3 Housing Code

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

Part 3A Rural Housing Code

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

Part 3B Low Rise Housing Diversity Code

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

Part 3C Greenfield Housing Code

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

Part 3D Inland Code

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

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

Part 4 Housing Alterations Code

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

Part 4A General Development Code

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

Part 5 Industrial and Business Alterations Code

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

Part 5A Industrial and Business Buildings Code

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

Part 5B Container Recycling Facilities Code

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

Part 6 Subdivisions Code

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

Part 7 Demolition Code

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

Part 8 Fire Safety Code

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

(4) Complying Development Codes varied under Clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

No complying codes are varied under this clause in relation to the land.

5. Exempt Development

If the land is land on which exempt development may or may not be carried out under each of the exempt development codes under [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

Part 2 Exempt Development Codes

Exempt Development under the Exempt Development Codes may be carried out on all of the land.

(4) Exempt Development Codes varied under Clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

No exempt development codes are varied under this clause in relation to the land.

6. Affected building notices and building product rectification orders

(a) There is not an affected building notice of which the council is aware that is in force in respect of the land.

(b) There is not a building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and

(c) There is not a notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

In this section—

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

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

7. Land reserved for acquisition

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

8. Road widening and road realignment

(a) The land is not affected by a road widening or re-alignment proposal under Division 2 of Part 3 of the *Roads Act 1993*.

(b) The land is not affected by a road widening or re-alignment proposal under an environmental planning instrument.

(c) The land is not affected by a road widening or re-alignment proposal under a resolution of Council.

9. Flood related development controls

(1) The land is within the flood planning area and subject to flood related development controls.

(2) The land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

In this section—

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.

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

(a) Council has adopted policies that restrict the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding (for flooding – see 9). The identified hazard or risk, if any, are listed below:

Nil

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

Nil

11. Bush fire prone land

The land is not bush fire prone land.

12. Loose-fill asbestos insulation

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

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

Contact NSW Fair Trading for more information.

13. Mine Subsidence

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

14. Paper subdivision information

There is no current paper subdivision, of which council is aware, in respect of this land according to Part 10 of the *Environmental Planning and Assessment Regulation 2021* and Schedule 7 of the *Environmental Planning & Assessment Act 1997 No 203*.

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

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- (a) not in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
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(1) There is not a current site compatibility certificate of which the council is aware, in respect of proposed development on the land.

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Council resolution: 24 February 2015

Additional Information Applying To The Land

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

Geotechnical Planning Controls

Council is currently undertaking a study to review geotechnical planning controls across the Local Government Area. Information from a draft study indicates geotechnical considerations may affect a greater number of properties and may present an increased risk to properties than that shown on published hazard maps. Council's Development Engineering & Certification team can be contacted for further information.

Councils protection of Waterways and Riparian Land Policy

Council's Protection of Waterways and Riparian Land Policy (former Warringah) applies to the land.

General Information

Threatened Species

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

Potential threatened species could include:

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

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

- Duffys Forest Ecological Community in the Sydney Basin Bioregion
- Swamp Sclerophyll Forest on Coastal Floodplain
- Coastal Saltmarsh of the Sydney Basin Bioregion
- Swamp Oak Floodplain Forest
- Bangalay Sand Forest of the Sydney Basin Bioregion

- Themeda grasslands on Seacliffs and Coastal Headlands
- Sydney Freshwater Wetlands in the Sydney Basin Bioregion
- Coastal Upland Swamp in the Sydney Basin Bioregion
- River-Flat Eucalypt Forest on Coastal Floodplains of the New South Wales North Coast, Sydney Basin and South East Corner Bioregions

Bush fire

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

Aboriginal Heritage

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

Coastal Erosion

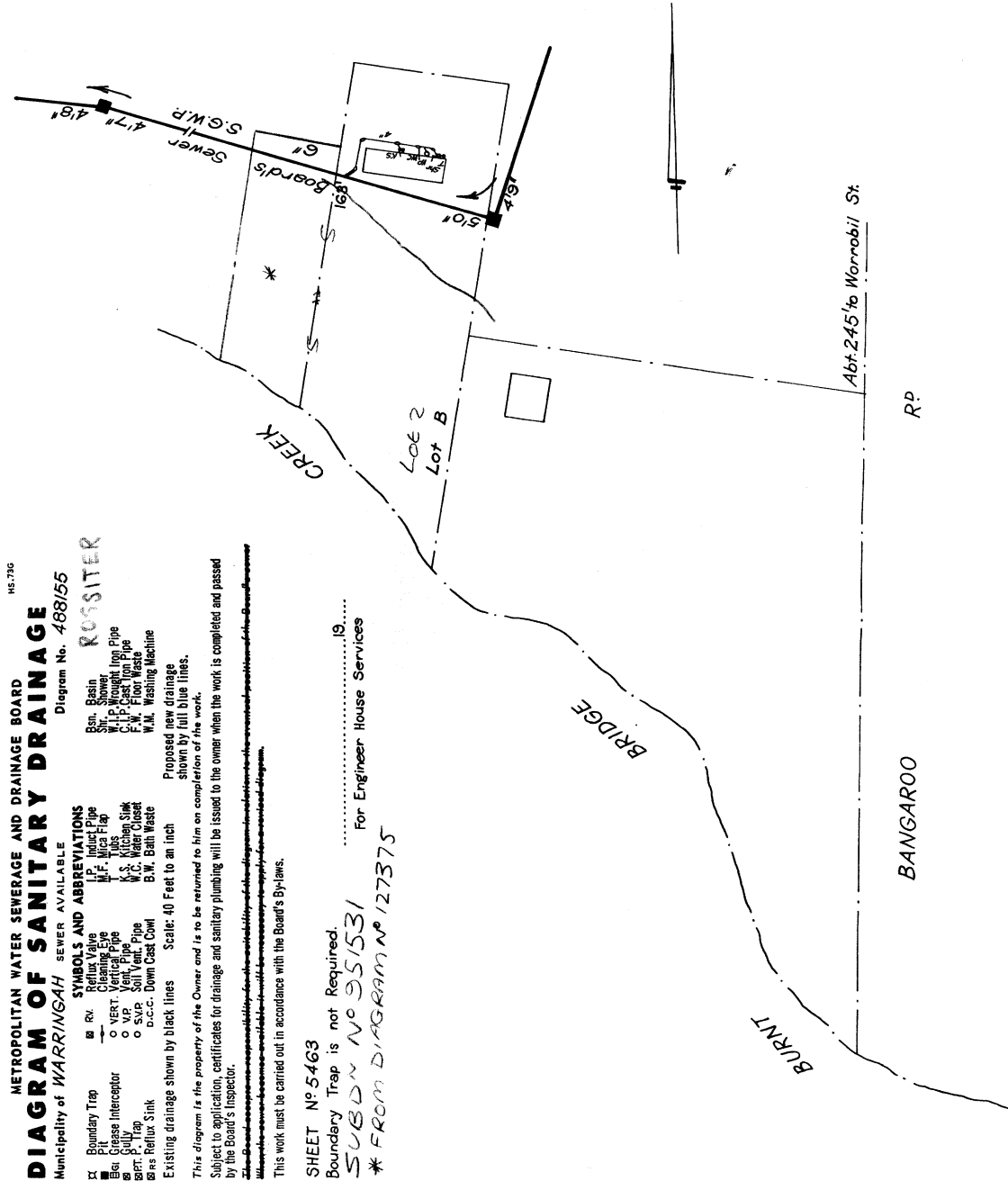
Information available to Council indicates coastal erosion may affect a greater number of properties and may present an increased risk to properties than that shown on published hazard maps of the Warringah coastline. Council's Natural Environment Unit can be contacted for further information.



Ray Brownlee PSM
Chief Executive Officer
09/11/2022

Sewer Service Diagram

Application Number: 8002093049



MS-736
METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
DIAGRAM OF SANITARY DRAINAGE
 Municipality of WARRINGAH SEWER AVAILABLE
 Diagram No. 488155
 ROSSITER

SYMBOLS AND ABBREVIATIONS

□ Boundary Trap	□ R.V. Reflux Valve	□ I.P. Inlet Pipe
□ B.I. Grease Interceptor	○ VERT. Vent. Pipe	○ T.P. Toilet
○ Gully	○ V.P. Vent. Pipe	○ K.S. Kitchen Sink
○ R.V. Reflux Valve	○ S.V.P. Soil Vent. Pipe	○ W.C. Water Closet
○ S.V.P. Soil Vent. Pipe	○ D.C.C. Down Cast Cowl	○ B.W. Bath Waste

Existing drainage shown by black lines Scale: 40 Feet to an inch
 Proposed new drainage shown by full blue lines.

This diagram is the property of the Owner and is to be returned to him on completion of the work.
 Subject to application, certificates for drainage and sanitary plumbing will be issued to the owner when the work is completed and passed by the Board's Inspector.

This work must be carried out in accordance with the Board's By-Laws.

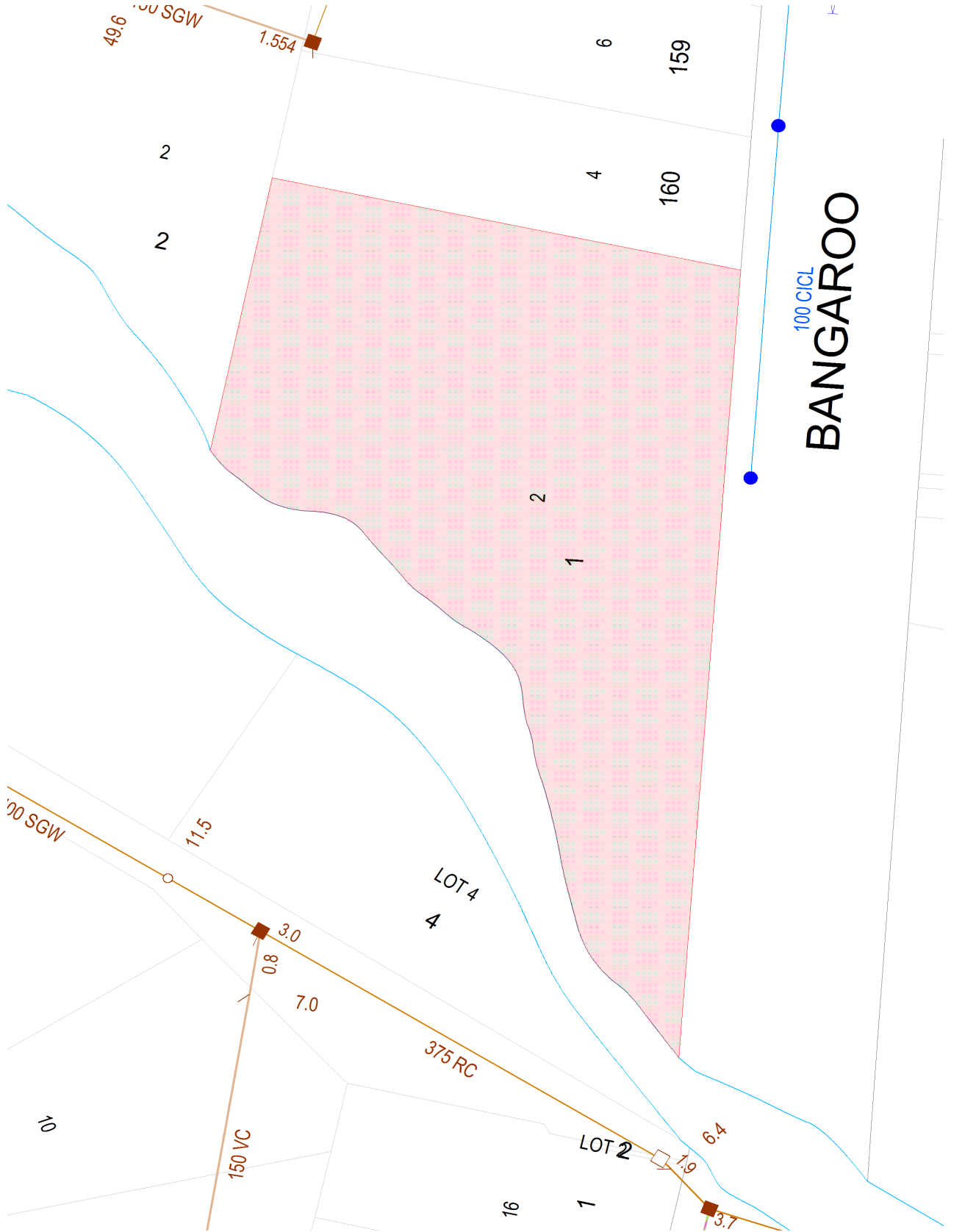
SHEET N° 5463
 Boundary Trap is not Required.
 SUBDN N° 951531
 * FROM DIAGRAM N° 127375
 For Engineer House Services

488155

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**.

Service Location Print
Application Number: 8002093057



Document generated at 16-11-2022 01:21:00 PM

Disclaimer

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

Asset Information

Legend

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

Disclaimer

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

Pipe Types

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

Further Information

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

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

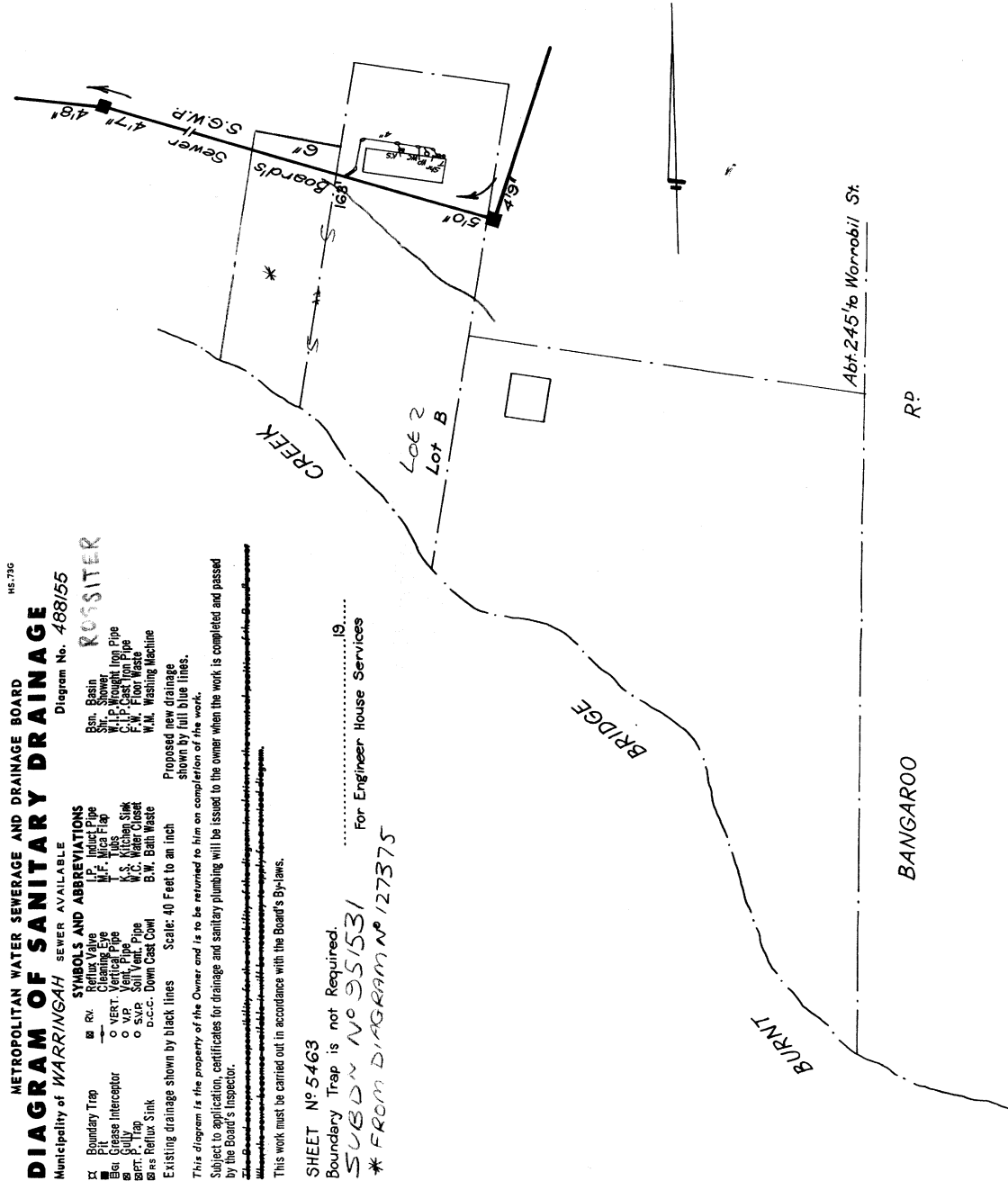
In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

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

Sewer Service Diagram

Application Number: 8002091450



MS-736
DIAGRAM OF SANITARY DRAINAGE
 Municipality of WARRINGAH SEWER AVAILABLE
 Diagram No. 488/55
ROSSITER

SYMBOLS AND ABBREVIATIONS

□	Boundary Trap	□	Rx. Reflux Valve
○	Basin	○	W.P. Wrought Iron Pipe
○	Grass Interceptor	○	C.I.P. Cast Iron Pipe
○	Gully	○	F.W. Floor Waste
○	W.C. Water Closet	○	W.M. Washing Machine
○	W.C. Kitchen Sink		
○	S.V.P. Soil Vent. Pipe		
○	D.C.C. Down Cast Cowl		

Existing drainage shown by black lines Scale: 40 Feet to an inch
 Proposed new drainage shown by full blue lines.

This diagram is the property of the Owner and is to be returned to him on completion of the work.
 Subject to application, certificates for drainage and sanitary plumbing will be issued to the owner when the work is completed and passed by the Board's Inspector.

This work must be carried out in accordance with the Board's By-Laws.

SHEET N° 5463
 Boundary Trap is not Required.
 SUBDN N° 951531 For Engineer House Services
 * FROM DIAGRAM N° 127375

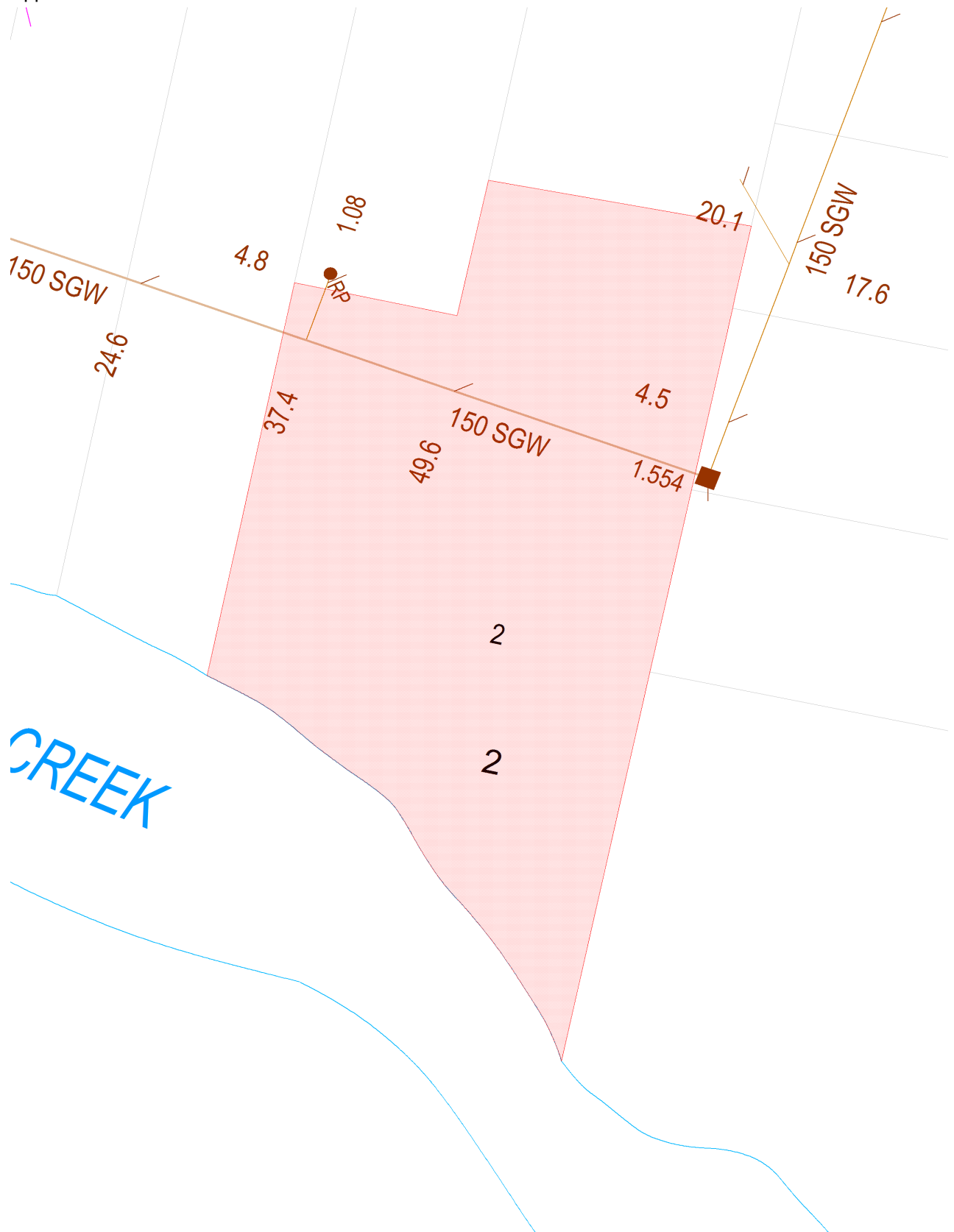
488155

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**.

Service Location Print

Application Number: 8002091442



Document generated at 16-11-2022 08:01:06 AM

Disclaimer

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

Asset Information

Legend

Sewer		Property Details	
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		Stop Valve with Tapers	
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		Valve	
		Scour	
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INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

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

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
D130467/1	2 BANGAROO ST NORTH BALGOWLAH 2093	\$1 496 667

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2022 tax year.

The Land Tax Management Act, 1956 asks for a separate application to be made and the fee paid for each parcel of land which is separately valued under the Valuation of Land Act, 1916 or each separately valued parcel for the purpose of assessing Land Tax. New application is required to be lodged for the separately valued land item(s): D873792/2

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au/taxes/land/clearance.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.

* Overseas customers call +61 2 7808 6906
Help in community languages is available.



Revenue

Enquiry ID 3817798
Agent ID 81429403
Issue Date 16 Nov 2022
Correspondence ID 1754905709
Your reference 221364

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

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

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
D873792/2	2 BANGAROO ST NORTH BALGOWLAH 2093	\$959 000

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2022 tax year.

Yours sincerely,

A handwritten signature in black ink, appearing to read "S Johnston".

Scott Johnston

Chief Commissioner of State Revenue

Important information

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NORTHERN BEACHES COUNCIL
C/o CHRISTOPHER COLE
LEVEL 7 10 SMITH STREET
PARRAMATTA NSW 2150

Our reference: 2410746566943
Phone: 13 28 66

21 November 2022

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below.

Reference number	2410746566943
Vendor name	NORTHERN BEACHES COUNCIL
Vendor address	1 BELGRAVE STREET MANLY NSW 2095
Clearance certificate period	16 November 2022 to 16 November 2027

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely

John Ford
Deputy Commissioner of Taxation

NEED HELP?

You can find out more about foreign resident capital gains withholding on our website at ato.gov.au/FRCGW

CONTACT US

If you have any questions, contact us between 8:00am and 5:00pm Australian Eastern Standard Time, Monday to Friday on:

- › **13 28 66** if located in Australia, or
- › **+61 2 6216 1111** if located outside Australia and ask for **13 28 66**.

RESIDENTIAL TENANCY AGREEMENT (1997 EDITION)

(Where tenancy is for a term of three years or less)

This Agreement is in 2 parts:

Part 1 - Sets out the terms of the agreement.

Part 2 - Contains the condition report in respect of the residential premises.

PART 1 PAGE 1

IMPORTANT NOTES ABOUT THIS AGREEMENT

1. The tenant is entitled to have time to read this agreement (and the completed condition report referred to in this agreement) and to obtain appropriate advice if necessary.
2. The landlord or the landlord's agent must give the tenant a copy of the "The Renting Guide: A guide for landlords and tenants". That book explains both parties' rights and obligations under this agreement.
3. The landlord is required to give the tenant a copy of this agreement for the tenant to keep.

TERMS OF AGREEMENT

THIS AGREEMENT is made on 02 / 02 / 20 04 at Brookvale N.S.W.
BETWEEN LANDLORD:

(Name/s) WARRINGAH COUNCIL (A.B.N.)
(Address) _____

(Name of landlord's agent) G/- Seaside Property Management Services Pty Ltd
(Address) Seaside Property Management Services Pty Ltd (A.B.N.) 69 099 719 267
1/As Bridge Real Estate
477 Pittwater Road, Brookvale 2100

AND TENANT:
(Name/s) PAUL O'SHANNASSY
Other people who will ordinarily live at the premises may be listed here (cross out if not needed): _____

PREMISES:
The landlord gives the tenant the right to occupy the premises at 2 BANGAROO STREET, BALGOWLAH
and the following parking space and store room (cross out if not needed): Unfurnished three bedroom house

The premises are unfurnished/ The premises are furnished/ The furniture and furnishings set out in the condition report are included.
(Cross out whichever is not needed).

No more than FOUR persons may ordinarily live in the premises at any one time.

RENT:
The rent is \$ \$275.00 payable every Week starting on 02 / 02 / 20 04
The tenant must pay in advance on the Monday of every Fortnight
The rent must be paid:

- (a) to the landlord or the landlord's agent at _____ or
- (b) at any other reasonable place the landlord names in writing, or
- (c) into the following account: Seaside Property Management Services Rental Trust Account
or any other account nominated by the landlord.

Payment must be made by the following method (e.g. in cash, by cheque, by bank account deposit or by any other method agreed to and set out here): Cash by direct debit with rent card provided

TERM:
The term of this agreement is 6 months (26 Weeks) beginning on 02 / 02 / 20 04
and ending on 02 / 08 / 20 04

CONTINUATION:
At the end of the term the tenant can stay in the residential premises at the same rent (or at an increased rent if the rent is increased in accordance with the Residential Tenancies Act 1987) but otherwise under the same terms unless or until the agreement is ended in accordance with the Residential Tenancies Act 1987.

RENTAL BOND: (cross out if there is not going to be a bond)
A rental bond of \$ \$1000.00 must be paid by the tenant to the landlord or the landlord's agent on or before signing this agreement.

Trade person's name "URGENT REPAIRS" clauses 16 & 17)
Paul O'Shannassy Duncan Skene Electrical - 0413 031 450
Jed Plumb Plumbing - 0412 682 465

Please do not contact these tradespeople without authority from
Bridge Real Estate UNLESS IT IS AN EXTREME EMERGENCY

THE LANDLORD AND TENANT ENTER INTO THIS AGREEMENT (WHICH INCLUDES THE CONDITION REPORT)
AND AGREE TO ALL ITS TERMS.

SIGNED BY THE LANDLORD

in the presence of D. SUTHERLAND
(Name of witness)

D. Sutherland
(Signature of witness)

Signed by the Landlord's
duly authorised Managing Agents:
Bridge Real Estate Pty Ltd
per [Signature] (AGENT)

(Signature of landlord)

SIGNED BY THE TENANT

in the presence of CAVIN WILSON
(Name of witness)

[Signature]
(Signature of witness)

PJO Whannamary & Beatty
(Signature of tenant)

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of "The Renting Guide: A guide for landlords and tenants".

PJO Whannamary & Beatty
(Signature of tenant)



Address: Level 4, 234 Sussex St., Sydney NSW 2000
Postal: Locked Bag 19, Darlinghurst NSW 2010
Phone: (02) 9377 9000 / 1800 422 021
Fax: (02) 9283 1508 / 1800 803 655



975089393

1 AMOUNT OF BOND

DoH Contribution \$ 500 : 00 Tenant Contribution \$ 500 : 00 Total Lodgement \$ 1000 : 00

2 TENANT/S

First Name	Family Name	
GABRIELLE BEATTY		
PAUL O'SHANNASSY		
First Language		
Address of rented premises.	2 BANGAROO ST BALGOWLAH	Postcode
DoH No.	T. File No.	Tenant Phone No.
C/S/H/5	T-1015259	()
DoH DETAILS		DoH Phone No.
		(02) 9971 3600

3 LANDLORD

Name	WARRINGAH COUNCIL	Phone No.'s
Address	C/ BRIDGE REAL ESTATE	WORK
First Language	479 PITTWATER RD, B	()
	Postcode	HOME
		()

4 MANAGING AGENT

Name	BRIDGE R/E	Agent's ID No.
Address	479 PITTWATER RD	5 1 6 2 1 - 9
	BROOKVALE	Postcode
	2100	Phone No.'s
		()
		()

5

Signature of tenant/s	<i>x Gabrielle Beatty P.O. O'Shannassy</i>	Date
		14/5/98

6

Signature of landlord/ managing agent	P.O. O'Shannassy <i>Cliver</i>	Date
		19/5/98

7

Separate House	Flat/Unit	Terrace/Townhouse Semi-detached	Other
DATE TENANCY COMMENCES	WEEKLY RENTAL	No. OF BEDROOMS	
20/05/98	\$ 250 : 00		



B for Bedsitter

14 November, 2022

Our Ref:2022/728340

To Whom it May Concern,

**Re: Extension of DA2015/1156 relating to Lot 1 DP 130467 & Lot 2 DP 873792,
Bangaroo St, North Balgowlah**

As part of its response to the COVID-19 pandemic, the NSW Government put a number of measures in place, including the extension of Development Consent that met certain conditions.

Lapsing dates of development consents and deferred commencement consents have been changed so that:

- All consents and deferred commencement consents granted from 25 March 2020 to 25 March 2022 will have a five-year lapsing period that cannot be reduced by the consent authority,
- For consents and deferred commencement consents granted prior to 25 March 2020 that had not already lapsed, the lapsing date has been extended by 2 years and;
- Consents and deferred commencement consents that have lapsed since 25 March 2020 are revived and extended by 2 years from the date they lapsed.

With regards to DA2015/1156, this means the original lapse date of 6 June 2021 has been extended to 6 June, 2023.

This extension came into effect automatically and no specific documentation was required to be issued by Northern Beaches Council as Consent Authority.

Further information is available on the NSW Department of Planning and Industry Website, please see www.planning.nsw.gov.au/Policy-and-Legislation/COVID19-response/COVID19-changes-explained/Changes-to-support-businesses-and-landowners

Regards,



Daniel Gordon
Team Leader, Property