

Contract for the sale of land – 2005 edition

TERM	MEANING OF TERM	
Vendor's agent	PEARL BEACH PATONGA REAL ESTATE 1 Pearl Beach Road Pearl Beach 2256	Stewart Shaw 0413 744 000 Tel: 4341 7555 Fax: 4341 9665
Vendor	DAVID STEPHEN HARRIS, ANNE DOROTHY HARRIS, GAVIN ERNEST OLIVER HARRIS 33 Roslyn Street Rushcutters Bay 2011	
Vendor's solicitor	ANDREW HARRIS & ASSOCIATES 33/57 Darlinghurst Rd Kings Cross 2011 Att. Andrew Harris 0419 992 797 aharris@lawyer.com	Tel: 9358 1588 Fax: 9357 2117
Completion date	42nd	day after the contract date (clause 15)
Land (Address, plan details and title reference)	6 Garnet Road PEARL BEACH NSW 2256 Lot 52 in DP14817 Folio: 52/14817	
Improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> none X other: SHED	
Attached copies	X Documents in the List of Documents as marked or as numbered: <input type="checkbox"/> Other documents:	

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

Inclusions	<input type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> TV antenna <input type="checkbox"/> other:
Exclusions	
Purchaser	
Purchaser's solicitor	
Price	\$
Deposit	\$ (10% of the price, unless otherwise stated)
Balance	\$
Contract date	(if not stated, the date this contract was made)

Vendor

Witness

Purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

Witness

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

Vendor duty is payable	X NO	<input type="checkbox"/> yes in full	<input type="checkbox"/> yes to an extent
Deposit can be used to pay vendor duty	X NO	<input type="checkbox"/> yes	
Land tax is adjustable	<input type="checkbox"/> NO	X yes	
GST: Taxable supply	X NO	<input type="checkbox"/> yes in full	<input type="checkbox"/> yes to an extent
Margin scheme will be used in making the taxable supply	X NO	<input type="checkbox"/> 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)

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

WARNINGS

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

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

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

DISPUTES

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

AUCTIONS

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

WARNING SWIMMING POOLS

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

WARNING SMOKE ALARMS

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

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

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

In this contract, these terms (in *italics*) mean -

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	a bank as defined in the Banking Act 1959, the Reserve Bank or a State bank;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i>);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in section 4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and drawn on its own funds by - <ul style="list-style-type: none"> • a <i>bank</i>; or • a building society, credit union or other FCA institution as defined in Cheques Act 1986; that carries on business in Australia; or
<i>solicitor</i>	if authorised in writing by the vendor or the vendor's <i>solicitor</i> , some other <i>cheque</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 party;
<i>terminate</i>	terminate this contract for breach;
<i>vendor duty</i>	vendor duty imposed under Chapter 4 of the Duties Act 1997;
<i>within</i>	in relation to a period, at any time before or during the period;
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road.

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit only by unconditionally giving cash (up to \$2,000) or a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 and 3 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 and 3 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, credit union or permanent building society, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Payment of vendor duty out of the deposit

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

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* the form of transfer at least 14 days before the completion date.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser serves a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 4.5 If this sale is exempt from *vendor duty* -
- 4.5.1 the vendor can (but does not have to) *serve* an application for exemption from *vendor duty* in the form satisfactory to the Office of State Revenue *within* 7 days after the contract date;
- 4.5.2 if that application is attached to this contract or has been provided to the purchaser before the contract date, the application is *served* on the contract date; and
- 4.5.3 if the vendor complies with clause 4.5.1 -
- the purchaser must have the form of transfer marked by the Office of State Revenue in relation to *vendor duty* before *serving* the form of transfer; and
 - on completion the vendor must pay to the purchaser \$33.

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay -

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

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

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

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

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

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

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

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

8 Vendor's right to rescind

The vendor can *rescind* if -

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

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

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

9 Purchaser's default

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

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

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

9.2.1 for 12 months after the *termination*; or

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

9.3 sue the purchaser either -

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

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

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

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

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

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

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

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

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

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

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

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

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

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

11 Compliance with work orders

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

12 Certificates and inspections

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

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Completion date

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

16 Completion

- **Vendor**

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

- **Purchaser**

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

- **Place for completion**

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

17 Possession

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

- 17.2.1 this contract says that the sale is subject to existing tenancies; and
 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion -
 18.2.1 let or part with possession of any of the *property*;
 18.2.2 make any change or structural alteration or addition to the *property* or
 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion -
 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor -
 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate mentioned in Schedule J of the Supreme Court Rules 1970.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

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

20 Miscellaneous

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

- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clause 2 (deposit).
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract -
- 'change', in relation to a scheme, means -
- a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 'common property' includes association property for the scheme or any higher scheme;
- 'contribution' includes an amount payable under a by-law;
- 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 'the property' includes any interest in common property for the scheme associated with the lot;
- 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are normal expenses, due to fair wear and tear, disclosed in this contract or covered by moneys held in the sinking fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- 23.5 The *parties* must adjust under clause 14.1 -
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract -
- 23.6.1 the vendor is liable for it if it was levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
- 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
- 23.6.3 the purchaser is liable for all other contributions levied after the *contract date*.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of -
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if -
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme -
- a proportional unit entitlement for the lot is not disclosed in this contract; or
 - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; or
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* a certificate under section 109 Strata Schemes Management Act 1996 or section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the completion date.

- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision.
- 23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.17 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- 23.18 If a general meeting of the owners corporation is convened before completion -
- 23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
 - 23.18.2 the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* -
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
 - 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion -
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
 - 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
 - 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if -
 - any of Parts 2 to 7 of the Retail Leases Act 1994 applies to the tenancy, unless this contract discloses that the tenancy commenced on or after 1 August 1994;
 - a disclosure statement required by the Act was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Act.
- 24.4 If the *property* is subject to a tenancy on completion -
- 24.4.1 the vendor must allow or transfer -
 - any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose;
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose; and
 - 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
 - 24.4.3 the vendor must give to the purchaser -
 - a proper notice of the transfer addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given to the tenant under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
 - 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
 - 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 24.5 Rights under this clause continue after completion, whether or not other rights continue.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) -
 25.1.1 is under qualified, limited or old system title; or
 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document -
 25.4.1 shows its date, general nature, names of parties and any registration number; and
 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title -
 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 25.5.3 *normally*, need not include a Crown grant; and
 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title -
 25.6.1 in this contract 'transfer' means conveyance;
 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title -
 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar General of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused -
 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The completion date becomes the later of the completion date and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

28.3 if the plan is not registered *within* that time and in that manner -

28.3.1 the purchaser can *rescind*; and

28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2.

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

28.5 The completion date becomes the later of the completion date and 21 days after *service* of the notice.

28.6 Clauses 28.2 and 28.3 apply to a plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* serves notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening -

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* serves notice of the refusal;

29.7.3 the completion date becomes the later of the completion date and 21 days after the earliest of -

- either *party* serving notice of the event happening;
- every *party* who has the benefit of the provision serving notice waiving the provision;
- the end of the time for the event to happen.

29.8 If the *parties* cannot lawfully complete without the event happening -

29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;

29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;

29.8.3 the completion date becomes the later of the completion date and 21 days after either *party* serves notice of the event happening.

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

6 Garnet Road PEARL BEACH NSW 2258

ADDITIONAL CLAUSES FORMING PART OF CONTRACT FOR SALE OF LAND
DATED DAY OF 2016

BETWEEN DAVID STEPHEN HARRIS, ANNE DOROTHY HARRIS,
GAVIN ERNEST OLIVER HARRIS (AS VENDOR)

AND

(AS PURCHASER)

30. AMENDMENTS

- 30.1 Clause 10.1 is amended by including the words "or delay completion" after the word "terminate";
- 30.2 Clause 10.1.8 and Clause 10.1.9 are amended by substituting the word "existence" for "substance";
- 30.3 Clause 16.5 is amended by deleting the words "plus another 20% of that fee";
- 30.4 Clause 16.8 is deleted;

31. PRESENT CONDITION OF PROPERTY

- (a) The property is sold in its present condition and state of repair with all faults latent and patent and subject to any present infestation (if any) and to any fair wear and tear during the period from the date of this contract until the completion date and the purchaser acknowledges that the purchaser is purchasing the same in reliance upon the purchaser's own inspection, enquiries and knowledge and that the purchaser shall make no objection, requisition or claim and shall not be entitled to rescind this contract in respect of all or any of the matters referred to in or arising from this clause.
- (b) The purchaser shall not make any objection, requisition or claim by reason of the condition or state of repair of the property.

32. VENDOR'S OR PURCHASER'S DEATH ETC.

- (a) Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the vendor at law or in equity had this clause not been included herein it is agreed that:
 - (i) if the purchaser or one of them shall die or become mentally ill then the vendor may by notice in writing to the purchaser's solicitor rescind this contract whereupon the provisions of clause 19 of the contract shall apply: and
 - (ii) if the purchaser or one of them shall be declared bankrupt or enter into any scheme of arrangement or make any assignment for the benefit of creditors or being a company shall resolve to go into liquidation or shall have a Summons or Application for its winding up filed in Court or enter into any scheme of arrangement with its creditors under the provisions of the Corporations Law or if a Receiver or Official Manager shall be appointed in respect of the purchaser then the purchaser shall be deemed to be in default hereunder.

- (b) Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the purchaser at law or in equity had this clause not been included herein it is agreed that:
 - (i) if the vendor or one of them shall die or become mentally ill then the purchaser may by notice in writing to the Vendor's solicitor rescind this contract whereupon the provisions of clause 19.2 of the contract shall apply; and
 - (ii) if the vendor or one of them shall be declared bankrupt or enter into any scheme of arrangement or make any assignment for the benefit of creditors or being a company shall resolve to go into liquidation or shall have a Summons or Application for its winding up filed in Court or enter into any scheme of arrangement with its creditors under the provisions of the Corporations Law or if a Receiver or Official Manager shall be appointed in respect of the vendor then the vendor shall be deemed to be in default hereunder.

33. AUSTRALIAN RESIDENT

In addition to the provisions of clause 22 of the contract, the purchaser warrants:

- (a) that if the purchaser is a natural person he is ordinarily resident in Australia; and
- (b) that the Foreign Acquisitions and Takeovers Act 1975 (C'th) does not apply to the purchaser or to this purchase.

In the event that the Foreign Acquisitions and Takeovers Act 1975 (C'th) applies to the purchaser or to this purchase, in breach of the warranty contained in this clause, the purchaser agrees to indemnify and to compensate the vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the vendor as a consequence thereof.

AND the provisions of this clause shall not merge in the transfer on completion, but shall subsist in favour of the vendor thereafter.

34. REAL ESTATE AGENTS

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

35. REQUISITIONS

Should the purchaser wish to make requisitions in accordance with Clause 5.1 of this contract then such requisitions shall be in the form annexed hereto.

36. INVESTMENT OF DEPOSIT

In addition to the provisions set out in clause 2 of the contract the parties agree that:

- (a) nothing contained in clause 2 of the contract and/or this clause shall oblige the depositholder to invest the deposit or any part thereof;
- (b) they shall give all directions and do all such things as may be necessary to give effect to the provisions set out in clause 2 of the contract;
- (c) the purchaser shall not be entitled to have any such interest to which the purchaser becomes entitled taken into account in relation to the Price payable on completion of this contract;
- (d) the depositholder shall not be liable for any delay, default or loss arising from the investment made pursuant to clause 2 of the contract; and
- (e) they shall provide to the depositholder their respective Tax File Numbers and hereby authorise the depositholder to provide such Tax File Numbers to the relevant investment institution.

37. REDUCED DEPOSIT

Despite any other provisions of this agreement, if the deposit agreed to be paid (or actually paid) by the purchaser is less than ten percent (10%) of the purchase price, and the vendor becomes entitled to the deposit by forfeiture, then the purchaser will immediately upon demand pay to the vendor the difference between ten percent (10%) of the purchase price and the amount actually paid, to the extent that a full 10% of the purchase price is forfeitable by way of a deposit on default.

38. NOTICE TO COMPLETE

- (a) In the event that either party hereto becomes entitled to serve a notice to complete pursuant to clause 15 of the contract, both parties hereto acknowledge and agree that fourteen (14) days from the date of service of such notice to complete requiring completion of this contract wherein the time for completion is expressed to be of the essence shall be a reasonable and sufficient period for the party upon whom the said notice is served to comply therewith.
- (b) If the purchaser does not complete by the completion date through no fault of the vendor and the vendor serves a notice to complete on the purchaser, then the purchaser will pay the sum of \$165.00 (GST inclusive) to the vendor on completion as reimbursement of the additional legal costs incurred by the vendor for the preparation and issuing of the notice to complete. Payment of this sum is an essential condition of this contract.

39. LATE COMPLETION

It is an essential term of this contract that, if completion does not take place by the completion date and the vendor is not at that time in default of any of his obligations hereunder:

- (i) in addition to the balance of the Price and any other moneys payable hereunder to the vendor on completion, the purchaser shall pay to the vendor on completion interest on the balance of the Price and any other moneys payable hereunder to the vendor at the rate of 10% per annum on a daily basis calculated from the completion date up to and including the actual date of completion of this contract; and
- (ii) notwithstanding anything contained in clause 14 of the contract, the date at which adjustments are to be made in respect of rates, water and sewerage service charges, land tax and other periodic outgoings between the parties hereto shall be the completion date.

Nothing in this clause shall derogate from the making of time of the essence as set out in this agreement.

40. CHARGES UPON THE PROPERTY

The vendor shall not be obliged to remove any charge upon the property in respect of any rate, tax (except land tax, if any, which shall be removed on or prior to completion of this contract) or outgoing until completion of this contract. The vendor shall not be deemed to be unable, not ready or unwilling to complete this contract by reason of the existence of any charge upon the property in respect of any rate, tax (including land tax) or outgoing and shall be entitled to serve a notice to complete upon the purchaser notwithstanding that, at the time when such notice is served or at any time thereafter, there is a charge upon the property in respect of any rate, tax or outgoing.

41. SECTION 149 CERTIFICATE

The vendor discloses that SEPP28 has been repealed and that some provisions of SEPP25 and SREP12 that allowed subdivision of dual occupancies have been repealed, and the attached section 149 certificate may be inaccurate in respect of those matters.

42. SURVEY REPORT

The purchaser acknowledges that the vendor does not possess a survey report and the purchaser further acknowledges that the purchaser is satisfied as to all survey matters. The purchaser shall not have any right to rescission of this contract nor shall the purchaser raise any objection requisition or claim for compensation in relation to any matter or thing disclosed by or in any survey report.

43. BUILDING CERTIFICATE

The vendor does not hold a building certificate nor occupation certificate, and completion of this contract is not conditional on the vendor or the purchaser obtaining a building or occupation certificate. If the purchaser applies for a building or occupation certificate from the local council and the council issues a notice requiring any work to be done before it will issue the certificate the purchaser shall not be entitled to make any objection or requisition or claim for compensation under any provision of this contract and the vendor shall be under no obligation to carry out any works or comply with any notice as aforesaid and the purchaser will complete this contract notwithstanding the same.

44. VENDOR'S DISCLOSURE

For the purposes of Clause 10.1.9 of this contract and for the purposes of exemption from the statutory warranties otherwise imposed on the vendor, the vendor does not warrant that the improvements to the property, including but not limited to the shed erected on the property, have been the subject of any approvals by Gosford City Council nor by any other relevant authority. The vendor does not warrant that the current use of the improvements for residential purposes has been the subject of any approval by Gosford City Council nor by any other relevant authority, and the vendor makes no warranty as to this or any other use of the improvements erected on the property. The purchaser shall raise no objection, requisition, claim for compensation nor delay settlement as a result of the matters disclosed in this special condition.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: DAVID STEPHEN HARRIS, ANNE DOROTHY HARRIS, GAVIN ERNEST OLIVER HARRIS
Purchaser:
Property: 6 GARNET ROAD PEARL BEACH 2256
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
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 Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy 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.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal 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 the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. 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.
15.
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* 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 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 issued under the *Environmental Planning and Assessment Act 1979* 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 under the *Home Building Act 1989*.
16. 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?

17. If a swimming pool is included in the property:
 - (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
18.
 - (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to (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* or the *Encroachment of Buildings Act 1922*?

Affectations

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. 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?
21. 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) any contamination?
22.
 - (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?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

24. 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

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. 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 completion date.

Land and Property Information Division

ABN: 84 104 377 806

GPO BOX 15

Sydney NSW 2001

DX 17 SYDNEY

Telephone: 1300 052 637



Land & Property Information

A division of the Department of Finance & Services

TITLE SEARCH

Title Reference: 52/14817

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 52/14817

SEARCH DATE	TIME	EDITION NO	DATE
27/1/2016	12:22 PM	2	7/3/2008

LAND

LOT 52 IN DEPOSITED PLAN 14817
LOCAL GOVERNMENT AREA GOSFORD
PARISH OF PATONGA COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP14817

FIRST SCHEDULE

DAVID STEPHEN HARRIS
ANNE DOROTHY HARRIS
GAVIN ERNEST OLIVER HARRIS
AS TENANTS IN COMMON IN EQUAL SHARES (T 5034343)

SECOND SCHEDULE (1 NOTIFICATION)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 27/1/2016

* ANY ENTRIES PRECEDED BY AN ASTERISK DO NOT APPEAR ON THE CURRENT EDITION OF THE CERTIFICATE OF TITLE.
WARNING: THE INFORMATION APPEARING UNDER NOTATIONS HAS NOT BEEN FORMALLY RECORDED IN THE REGISTER.

1

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 26th day of October, 1979

IN REGISTRATION OF ADDITIONS NOTED ON PLAN
IN REGISTRATION OF ADDITIONS NOTED ON PLAN

Plan Form No. 1 (For Depicted Plan)

Shire of ERINA
B552845 23-8-27

The Common Seal of
C.R. Staples & Company Limited
was affixed here by the
Managing Director this 17th day
of August 1979
K. R. Staples
Managing Director
K. R. Staples
Secretary

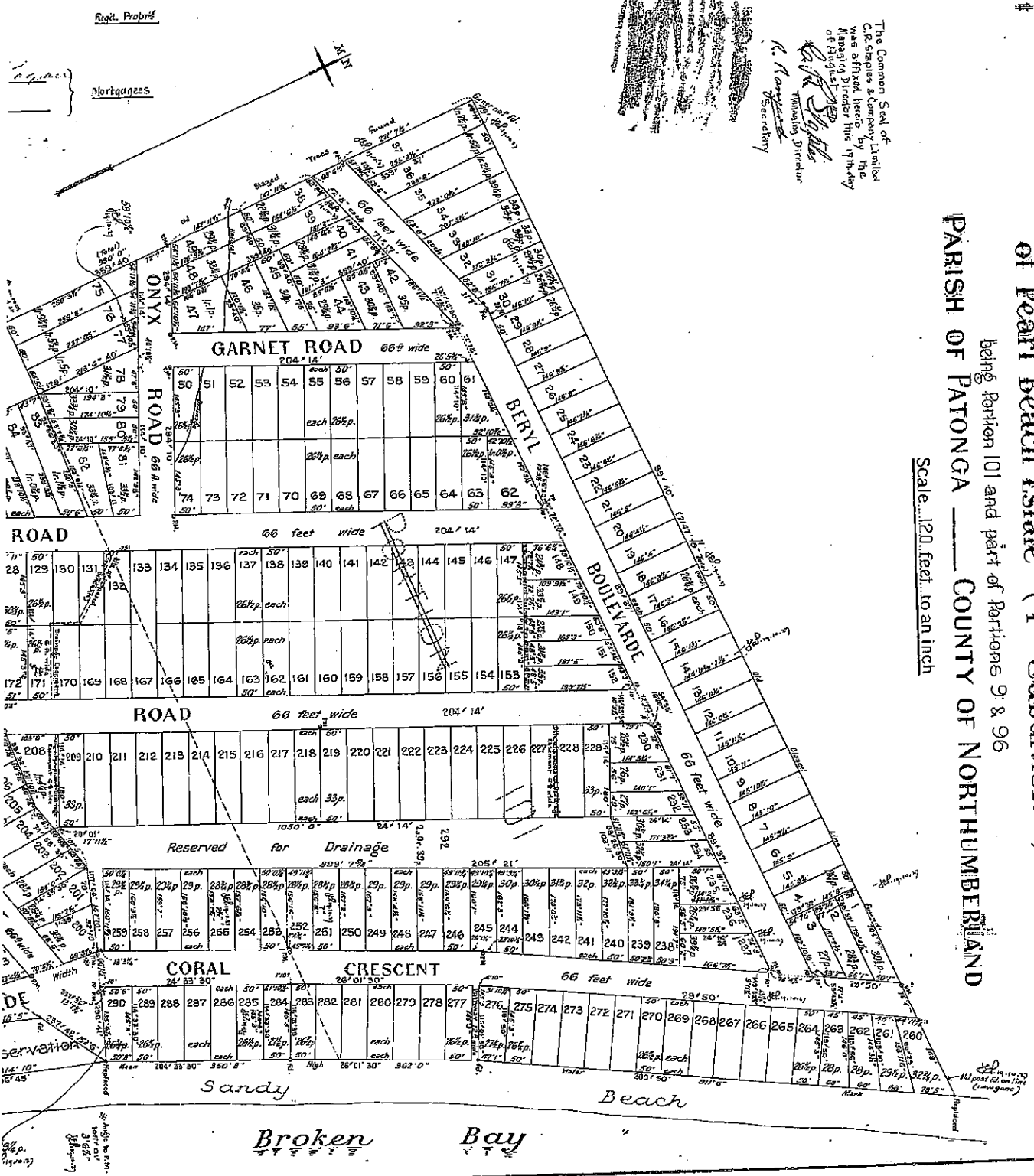
PLAN

of Pearl Beach Estate (1st Subdivision)
being Portion 101 and part of Portions 9 & 96

PARISH OF PATONGA COUNTY OF NORTHUMBERLAND

Scale: 120 feet to an inch

DP14817



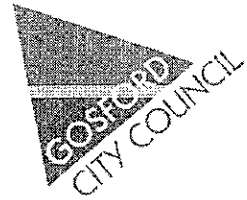
3

I, Bruce Richard Davies, Registrar General, certify that this register is a photograph made as a permanent record of a document in my custody this 26th day of October, 1979

REGISTRAR GENERAL'S OFFICE
IN REGISTRATION OFFICE

DP 14817	CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT
FEET INCHES	METRES
0 3/4	0.02
1 0 3/4	0.04
1 1 3/4	0.06
2 0 3/4	0.08
2 1 3/4	0.10
2 2 3/4	0.12
3 0 3/4	0.14
3 1 3/4	0.16
3 2 3/4	0.18
4 0 3/4	0.20
4 1 3/4	0.22
4 2 3/4	0.24
5 0 3/4	0.26
5 1 3/4	0.28
5 2 3/4	0.30
6 0 3/4	0.32
6 1 3/4	0.34
6 2 3/4	0.36
7 0 3/4	0.38
7 1 3/4	0.40
7 2 3/4	0.42
8 0 3/4	0.44
8 1 3/4	0.46
8 2 3/4	0.48
9 0 3/4	0.50
9 1 3/4	0.52
9 2 3/4	0.54
10 0 3/4	0.56
10 1 3/4	0.58
10 2 3/4	0.60
11 0 3/4	0.62
11 1 3/4	0.64
11 2 3/4	0.66
12 0 3/4	0.68
12 1 3/4	0.70
12 2 3/4	0.72
13 0 3/4	0.74
13 1 3/4	0.76
13 2 3/4	0.78
14 0 3/4	0.80
14 1 3/4	0.82
14 2 3/4	0.84
15 0 3/4	0.86
15 1 3/4	0.88
15 2 3/4	0.90
16 0 3/4	0.92
16 1 3/4	0.94
16 2 3/4	0.96
17 0 3/4	0.98
17 1 3/4	1.00
17 2 3/4	1.02
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27 0 3/4	1.58
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14817		CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT		
DP 14817		CONTINUED		
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2 2 3/4	14.92	50	4	15.24
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3 2 3/4	14.69	50	4 3/4	15.53
4 0 3/4	14.61	50	5	15.24
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4 2 3/4	14.46	50	5 1/2	15.48
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5 2 3/4	14.23	51	6 1/4	15.36
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8 0 3/4	13.69	52	8	15.24
8 1 3/4	13.62	52	8 1/4	15.36
8 2 3/4	13.54	52	8 1/2	15.48
9 0 3/4	13.46	52	8 3/4	15.61
9 1 3/4	13.39	53	9	15.24
9 2 3/4	13.31	53	9 1/4	15.36
10 0 3/4	13.23	53	9 1/2	15.48
10 1 3/4	13.15	53	9 3/4	15.61
10 2 3/4	13.08	53	10	15.24
11 0 3/4	12.99	53	10 1/4	15.36
11 1 3/4	12.92	53	10 1/2	15.48
11 2 3/4	12.84	53	10 3/4	15.61
12 0 3/4	12.76	54	11	15.24
12 1 3/4	12.69	54	11 1/4	15.36
12 2 3/4	12.61	54	11 1/2	15.48
13 0 3/4	12.53	54	11 3/4	15.61
13 1 3/4	12.46	55	12	15.24
13 2 3/4	12.38	55	12 1/4	15.36
14 0 3/4	12.30	55	12 1/2	15.48
14 1 3/4	12.23	55	12 3/4	15.61
14 2 3/4	12.15	56	13	15.24
15 0 3/4	12.07	56	13 1/4	15.36
15 1 3/4	12.00	56	13 1/2	15.48
15 2 3/4	11.92	56	13 3/4	15.61
16 0 3/4	11.84	56	14	15.24
16 1 3/4	11.77	56	14 1/4	15.36
16 2 3/4	11.69	56	14 1/2	15.48
17 0 3/4	11.61	56	14 3/4	15.61
17 1 3/4	11.54	57	15	15.24
17 2 3/4	11.46	57	15 1/4	15.36
18 0 3/4	11.38	57	15 1/2	15.48
18 1 3/4	11.31	57	15 3/4	15.61
18 2 3/4	11.23	58	16	15.24
19 0 3/4	11.15	58	16 1/4	15.36
19 1 3/4	11.08	58	16 1/2	15.48
19 2 3/4	11.00	58	16 3/4	15.61
20 0 3/4	10.92	59	17	15.24
20 1 3/4	10.84	59	17 1/4	15.36
20 2 3/4	10.77	59	17 1/2	15.48
21 0 3/4	10.69	59	17 3/4	15.61
21 1 3/4	10.61	60	18	15.24
21 2 3/4	10.54	60	18 1/4	15.36
22 0 3/4	10.46	60	18 1/2	15.48
22 1 3/4	10.38	60	18 3/4	15.61
22 2 3/4	10.31	61	19	15.24
23 0 3/4	10.23	61	19 1/4	15.36
23 1 3/4	10.15	61	19 1/2	15.48
23 2 3/4	10.08	61	19 3/4	15.61
24 0 3/4	10.00	62	20	15.24
24 1 3/4	9.92	62	20 1/4	15.36
24 2 3/4	9.84	62	20 1/2	15.48
25 0 3/4	9.76	62	20 3/4	15.61
25 1 3/4	9.69	63	21	15.24
25 2 3/4	9.61	63	21 1/4	15.36
26 0 3/4	9.53	63	21 1/2	15.48
26 1 3/4	9.46	63	21 3/4	15.61
26 2 3/4	9.38	64	22	15.24
27 0 3/4	9.30	64	22 1/4	15.36
27 1 3/4	9.23	64	22 1/2	15.48
27 2 3/4	9.15	64	22 3/4	15.61
28 0 3/4	9.07	65	23	15.24
28 1 3/4	9.00	65	23 1/4	15.36
28 2 3/4	8.92	65	23 1/2	15.48
29 0 3/4	8.84	65	23 3/4	15.61
29 1 3/4	8.76	66	24	15.24
29 2 3/4	8.69	66	24 1/4	15.36
30 0 3/4	8.61	66	24 1/2	15.48
30 1 3/4	8.53	66	24 3/4	15.61
30 2 3/4	8.46	67	25	15.24
31 0 3/4	8.38	67	25 1/4	15.36
31 1 3/4	8.31	67	25 1/2	15.48
31 2 3/4	8.23	67	25 3/4	15.61
32 0 3/4	8.15	68	26	15.24
32 1 3/4	8.08	68	26 1/4	15.36
32 2 3/4	8.00	68	26 1/2	15.48
33 0 3/4	7.92	68	26 3/4	15.61
33 1 3/4	7.84	69	27	15.24
33 2 3/4	7.76	69	27 1/4	15.36
34 0 3/4	7.69	69	27 1/2	15.48
34 1 3/4	7.61	69	27 3/4	15.61
34 2 3/4	7.53	70	28	15.24
35 0 3/4	7.46	70	28 1/4	15.36
35 1 3/4	7.38	70	28 1/2	15.48
35 2 3/4	7.30	70	28 3/4	15.61
36 0 3/4	7.23	71	29	15.24
36 1 3/4	7.15	71	29 1/4	15.36
36 2 3/4	7.07	71	29 1/2	15.48
37 0 3/4	7.00	71	29 3/4	15.61
37 1 3/4	6.92	72	30	15.24
37 2 3/4	6.84	72	30 1/4	15.36
37 3 3/4	6.76	72	30 1/2	15.48
38 0 3/4	6.69	72	30 3/4	15.61
38 1 3/4	6.61	73	31	15.24
38 2 3/4	6.53	73	31 1/4	15.36
39 0 3/4	6.46	73	31 1/2	15.48
39 1 3/4	6.38	73	31 3/4	15.61
39 2 3/4	6.30	74	32	15.24
40 0 3/4	6.23	74	32 1/4	15.36
40 1 3/4	6.15	74	32 1/2	15.48
40 2 3/4	6.07	74	32 3/4	15.61
41 0 3/4	6.00	75	33	15.24
41 1 3/4	5.92	75	33 1/4	15.36
41 2 3/4	5.84	75	33 1/2	15.48
42 0 3/4	5.76	75	33 3/4	15.61
42 1 3/4	5.69	76	34	15.24
42 2 3/4	5.61	76	34 1/4	15.36
43 0 3/4	5.53	76	34 1/2	15.48
43 1 3/4	5.46	76	34 3/4	15.61
43 2 3/4	5.38	77	35	15.24
44 0 3/4	5.30	77	35 1/4	15.36
44 1 3/4	5.23	77	35 1/2	15.48
44 2 3/4	5.15	77	35 3/4	15.61
45 0 3/4	5.07	78	36	15.24
45 1 3/4	5.00	78	36 1/4	15.36
45 2 3/4	4.92	78	36 1/2	15.48
46 0 3/4	4.84	78	36 3/4	15.61
46 1 3/4	4.76	79	37	15.24
46 2 3/4	4.69	79	37 1/4	15.36
47 0 3/4	4.61	79	37 1/2	15.48
47 1 3/4	4.53	79	37 3/4	15.61
47 2 3/4	4.46	80	38	15.24
48 0 3/4	4.38	80	38 1/4	15.36
48 1 3/4	4.30	80	38 1/2	15.48
48 2 3/4	4.23	80	38 3/4	15.61
49 0 3/4	4.15	81	39	15.24
49 1 3/4	4.07	81	39 1/4	15.36
49 2 3/4	4.00	81	39 1/2	15.48
50 0 3/4	3.92	81	39 3/4	15.61
50 1 3/4	3.84	82	40	15.24
50 2 3/4	3.76	82	40 1/4	15.36
51 0 3/4	3.69	82	40 1/2	15.48
51 1 3/4	3.61	82	40 3/4	15.61
51 2 3/4	3.53	83	41	15.24
52 0 3/4	3.46	83	41 1/4	15.36
52 1 3/4	3.38	83	41 1/2	15.48
52 2 3/4	3.30	83	41 3/4	15.61
53 0 3/4	3.23	84	42	15.24
53 1 3/4	3.15	84	42 1/4	15.36
53 2 3/4	3.07	84	42 1/2	15.48
54 0 3/4	3.00	84	42 3/4	15.61
54 1 3/4	2.92	85	43	15.24
54 2 3/4	2.84	85	43 1/4	15.36
55 0 3/4	2.76	85	43 1/2	15.48
55 1 3/4	2.69	85	43 3/4	15.61
55 2 3/4	2.61	86	44	15.24
56 0 3/4	2.53	86	44 1/4	15.36
56 1 3/4	2.46	86	44 1/2	15.48
56 2 3/4	2.38	86	44 3/4	15.61
57 0 3/4	2.30	87	45	15.24
57 1 3/4	2.23	87	45 1/4	15.36
57 2 3/4	2.15	87	45 1/2	15.48
58 0 3/4	2.07	87	45 3/4	15.61
58 1 3/4	2.00	88	46	15.24
58 2 3/4	1.92	88	46 1/4	15.36
59 0 3/4	1.84	88	46 1/2	15.48
59 1 3/4	1.76	88	46 3/4	15.61
59 2 3/4	1.69	89	47	15.24
60 0 3/4	1.61	89	47 1/4	15.36
60 1 3/4	1.53	89	47 1/2	15.48
60 2 3/4	1.46	89	47 3/4	15.61
61 0 3/4	1.38	90	48	15.24
61 1 3/4	1.30	90	48 1/4	15.36
61 2 3/4	1.23	90	48 1/2	15.48
62 0 3/4	1.15	90	48 3/4	15.61
62 1 3/4	1.07	91	49	15.24
62 2 3/4	1.00	91	49 1/4	15.36
63 0 3/4	0.92	91	49 1/2	15.48
63 1 3/4	0.84	91	49 3/4	15.61
63 2 3/4	0.76	92	50	15.24
64 0 3/4	0.69	92	50 1/4	15.36
64 1 3/4	0.61	92	50 1/2	15.48
64 2 3/4	0.53	92	50 3/4	15.61
65 0 3/4	0.46	93	51	15.24
65 1 3/4	0.38	93	51 1/4	15.36
65 2 3/4	0.30	93	51 1/2	15.48
66 0 3/4	0.23	93	51 3/4	15.61
66 1 3/4	0.15	94	52	15.24
66 2 3/4	0.07	94	52 1/4	15.36
67 0 3/4	0.00	94	52 1/2	15.48
67 1 3/4	-0.08	95	52 3/4	15.61
67 2 3/4	-0.15	95	53	15.24
68 0 3/4	-0.23	95	53 1/4	15.36
68 1 3/4	-0.30	96	53 1/2	15.48
68 2 3/4	-0.38	96	53 3/4	15.61
69 0 3/4	-0.46	96	54	15.24
69 1 3/4	-0.53	97	54 1/4	15.36
69 2 3/4	-0.61	97	54 1/2	15.48
70 0 3/4	-0.69	97	54 3/4	15.61
70 1 3/4	-0.76	98	55	15.24
70 2 3/4	-0.84	98	55 1/4	15.36
71 0 3/4	-0.92	98	55 1/2	15.48
71 1 3/4	-1.00	99	55 3/4	15.61
71 2 3/4	-1.07	99	56	15.24
72 0 3/4	-1.15	99	56 1/4	15.36
72 1 3/4	-1.23	100	56 1/2	15.48
72 2 3/4	-1.30	100	56 3/4	15.61
73 0 3/4	-1.38	100	57	15.24
73 1 3/4	-1.46	101	57 1/4	15.36
73 2 3/4	-1.53	101	57 1/2	15.48
74 0 3/4	-1.61	101	57 3/4	15.61
74 1 3/4	-1.69	102	58	15.24
74 2 3/4	-1.76	102	58 1/4	15.36
75 0 3/4	-1.84	102	58 1/2	15.48
75 1 3/4	-1.92	103	58 3/4	15.61
75 2 3/4	-2.00	103	59	15.24
76 0 3/4	-2.07	103	59 1/4	15.36
76 1 3/4	-2.15	104	59 1/2	15.48
76 2 3/4	-2.23	104	59 3/4	15.61
77 0 3/4	-2.30	104	60	15.24
77 1 3/4	-2.38	105	60 1/4	15.36
77 2 3/4	-2			



Gosford City Council

Foster & Foster Pty Ltd
service@legalsearches.com.au

PO Box 21
Gosford NSW 2250
DX 7211 Gosford
Telephone 02 4325 8222
Facsimile 02 4323 2477
goscity@gosford.nsw.gov.au
www.gosford.nsw.gov.au
www.facebook.com/GosfordCityCouncil
www.twitter.com/gosford_council
ABN 78 303 458 061

PLANNING CERTIFICATE

This Planning Certificate is issued in accordance with Section 149 (2) of the *Environmental Planning and Assessment Act, 1979*

Certificate No: 141074
Certificate Date: 28 January 2016
Address: 6 Garnet Road PEARL BEACH
Lot Description: LOT: 52 DP: 14817

Parish: Patonga
County: Northumberland
Assessment No: 203738

Receipt No:
Parcel No: 5664
Applicants Reference: J34457
Applicants Email:

This Certificate contains information specified in Schedule 4 of the Environmental Planning and Assessment Regulation 2000

1 NAMES OF RELEVANT PLANNING INSTRUMENTS and DCPS

- (1) The name of each environmental planning instrument that applies to the carrying out of development on the land.

Gosford Local Environmental Plan 2014

Specific Site State Environmental Planning Policies

State Environmental Planning Policy No. 71 - Coastal Protection

General Site State Environmental Planning Policies

ZONE R2 LOW DENSITY RESIDENTIAL UNDER GOSFORD LOCAL ENVIRONMENTAL PLAN 2014

State Environmental Planning Policy (State and Regional Development) 2011

State Environmental Planning Policy (Affordable Rental Housing) 2009

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Infrastructure) 2007

State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

State Environmental Planning Policy (Major Development) 2005

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

State Environmental Planning Policy (Housing for Seniors or People with a Disability)

State Environmental Planning Policy No. 65 - Design Quality of Residential Apartment Development

State Environmental Planning Policy No. 64 - Advertising and Signage

State Environmental Planning Policy No. 62 - Sustainable Aquaculture

State Environmental Planning Policy No. 55 - Remediation of Land

State Environmental Planning Policy No. 50 - Canal Estate Development

State Environmental Planning Policy No. 44 - Koala Habitat Protection

State Environmental Planning Policy No. 36 - Manufactured Home Estates

State Environmental Planning Policy No. 33 - Hazardous and Offensive Development

State Environmental Planning Policy No. 32 - Urban Consolidation (Redevelopment of Urban Land)

State Environmental Planning Policy No. 30 - Intensive Agriculture

State Environmental Planning Policy No. 21 - Caravan Parks

State Environmental Planning Policy No. 19 - Bushland in Urban Areas

Sydney Regional Environmental Plans No. 9 - Extractive Industry (No 2-1995)

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

Draft State Environmental Planning Policy (Competition) 2010

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

Gosford Development Control Plan 2013

2 ZONING AND LAND USE UNDER RELEVANT LOCAL ENVIRONMENTAL PLANS

- (a) to (d) is the zoning of the land and the land use table for each of the zones listed, including existing and proposed Local Environmental Plans in landuse tables.

Zone R2 Low Density Residential under Gosford Local Environmental Plan 2014

PERMITTED WITHOUT CONSENT

Home occupations; Recreation areas

PERMITTED WITH CONSENT

Bed and breakfast accommodation; Boarding houses; Boat sheds; Child care centres; Community facilities; Dwelling houses; Group homes; Home-based child care; Home industries; Hospitals; Neighbourhood shops; Places of public worship; Respite day care centres; Roads; Secondary dwellings; Seniors housing

PROHIBITED

Any development not specified in Permitted without consent or Permitted with consent

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

No.

- (f) whether the land includes or comprises critical habitat,

None

- (g) whether the land is in a conservation area (however described),

No.

- (h) whether an item of environmental heritage (however described) is situated on the land.

No.

2A ZONING AND LAND USE UNDER SEPP (SYDNEY REGIONAL GROWTH CENTRES) 2006

Not applicable

3 COMPLYING DEVELOPMENT

General Housing Code

Complying development under the General Housing Code may be carried out on the land under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

Rural Housing Code

Complying development under the Rural Housing Code may be carried out on the land under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

Housing Alterations Code

Complying development under the Housing Alterations Code may be carried out on the land under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

General Development Code

Complying development under the General Development Code may be carried out on the land under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

Subdivision Code

Complying development under the Subdivision Code may be carried out on the land under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

Demolition Code

Complying development under the Demolition Code may be carried out on the land under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

Commercial and Industrial (New Buildings and Additions) Code

Complying development under the Commercial and Industrial (New Buildings and Additions) Code may be carried out on the land under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

Commercial and Industrial Alterations Code

Complying development under the Commercial and Industrial Alterations Code may be carried out on the land under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

Fire Safety Code

Complying development under the Fire Safety Code may be carried out on the land under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

4 COASTAL PROTECTION

The Council has not been notified that by the relevant NSW Government Department that the land is affected by Sections 38 and 39 or Parts 4C, 4D of the Coastal Protection Act, 1979.

Further Council has not been notified that annual charges apply under 4B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works.

4A Information relating to beaches and coasts

- (1) whether an order has been made under part 4D of the *Coastal Protection Act 1979* in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with.

No.

- (2) (a) whether the council has been notified under section 55X of the *Coastal Protection Act 1979* that temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and

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

None.

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

None

5 MINE SUBSIDENCE

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

6 ROAD WIDENING AND ROAD RE-ALIGNMENT

Whether or not the land is affected by any road widening or road alignment.

The land is not affected by Road Widening Proposals.

7 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

(No, unless a message is listed below)

Chapter 6.4 of Gosford Development Control Plan (Geotechnical Requirements) applies to the land and the land may be subject to slip. When considering a development application, each circumstance will be considered and development may be restricted.

7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

Is development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling house or residential flat buildings (excluding group homes or seniors housing) subject to flood related development controls.

No.

Is development on the land or part of the land for any other purpose subject to flood related development controls.

No.

8 LAND RESERVED FOR ACQUISITION

No.

9 CONTRIBUTION PLANS

None.

9A BIODIVERSITY CERTIFIED LAND

Is the land biodiversity certified land (within the meaning of Part 7AA of the *Threatened Species Conservation Act 1995*)?

No.

10 BIOBANKING AGREEMENTS

Is land to which a biobanking agreement under Part 7A of the *Threatened Special Conservation Act 1995* relates.

No.

11 BUSHFIRE PRONE LAND

All or part of the land is shown as bush fire prone on Council's records. Further details of any applicable restrictions on development of the land may be obtained from the Duty Building Surveyor on (02) 4325 8222.

12 PROPERTY VEGETATION PLANS

Has Council been notified by the person or body that approved the plan that the land is land to which a property vegetation plan under the *Native Vegetation Act 2003* applies?

No.

13 ORDERS UNDER TREES (DISPUTE BETWEEN NEIGHBOURS) ACT 2006

Has Council been notified that an order has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land?

No.

14 DIRECTIONS UNDER PART 3A

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

No.

15 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING

15(a) IS COUNCIL AWARE OF A CURRENT SITE COMPATIBILITY CERTIFICATE (SENIORS HOUSING) IN RESPECT OF PROPOSED DEVELOPMENT ON THE LAND?

If the land is land to which State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 applies.

No.

15(b) ARE THERE ANY CONDITIONS IMPOSED BY A CONSENT AUTHORITY IN TERMS OF CLAUSE 18 (2) OF STATE ENVIRONMENTAL PLANNING POLICY (HOUSING FOR SENIORS OR PEOPLE WITH A DISABILITY) 2004 AFTER 11 OCTOBER 2007?

No.

16 SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE

No.

17 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

17(1) IS COUNCIL AWARE OF A CURRENT SITE COMPATIBILITY CERTIFICATE (AFFORDABLE RENTAL HOUSING) IN RESPECT OF PROPOSED DEVELOPMENT ON THE LAND?

No.

17(2) ARE THERE ANY CONDITIONS IMPOSED BY A CONSENT AUTHORITY IN TERMS OF CL 17 (1) OR 37 (1) OF STATE ENVIRONMENTAL PLANNING POLICY (AFFORDABLE RENTAL HOUSING) 2009?

No.

18 PAPER SUBDIVISION INFORMATION

(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

None

(2) The date of any subdivision order that applies to the land.

Nil

19 SITE VERIFICATION CERTIFICATE

There is no current site verification certificate, of which the Council is aware in respect of the land.

Note

1 **CONTAMINATED LAND MANAGEMENT ACT 1997 NOTICES UNDER SECTION 59(2)**

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

No.

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

No.

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

No.

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

No.

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

No.

2 **NATION BUILDING AND JOB PLAN (STATE INFRASTRUCTURE DELIVERY) ACT 2009 EXEMPTION UNDER SECTION 23 OR AUTHORISATION UNDER SECTION 24 OF THE ACT.**

No.

Note: This Certificate is issued without Alteration and Erasure.



Gosford City Council

Foster & Foster Pty Ltd
service@legalsearches.com.au

PO Box 21
Gosford NSW 2250
DX 7211 Gosford
Telephone 02 4325 8222
Facsimile 02 4323 2477
goscity@gosford.nsw.gov.au
www.gosford.nsw.gov.au
www.facebook.com/GosfordCityCouncil
www.twitter.com/gosford_council
ABN 78 303 458 861

PLANNING CERTIFICATE

Additional information

This additional information Planning Certificate is issued in accordance with Section 149 (5) of the *Environmental Planning and Assessment Act, 1979*

Certificate No: 141075
Certificate Date: 28 January 2016
Address: 6 Garnet Road PEARL BEACH
Lot Description: LOT: 52 DP: 14817

Parish: Patonga
County: Northumberland
Assessment No: 203738

Receipt No:

Parcel No: 5664

Applicants Reference: J34457

Applicants Email:

**Section 149(5) of the *Environmental Planning and
Assessment Act, 1979***

Council has fixed a foreshore building line on all lands fronting any harbour, bay, ocean, lake, estuary, lagoon or tidal river and creek.

If this land adjoins land or roads over which there is an easement for services to drain water, to drain sewage or where services, drainage, sewerage or other utilities have been installed and easements have not been created, foundations may be required such as will ensure the stability of any improvements on the subject land against any influence from use of the easement or installations over the adjoining land or roads.

Note: This Certificate is issued without Alteration and Erasure.



Telephone (02) **4325 8222**

Please Quote **22062522**
Karen Weber
1 February 2016

Foster & Foster Pty Ltd
GPO Box 980
SYDNEY NSW 2001

Gosford City Council

49 Mann Street (PO Box 21)
Gosford NSW 2250
DX 7211 Gosford

Telephone: 02 4325 8222
goccity@gosford.nsw.gov.au
gosford.nsw.gov.au
facebook.com/GosfordCityCouncil
twitter.com/gosford_council

ABN: 78 303 458 861

Dear Sir/Madam,

Your Ref: J34457
Property: LOT: 52 DP: 14817 6 Garnet Road PEARL BEACH

Council acknowledges receipt of your application for a sewer mains (external) diagram and/or drainage (internal) diagram for the above property.

Records indicate that the property (as per the attached drainage diagram) is connected to Council's sewer main.

Please note that the diagram/s provided is/are not to scale.

If there have been any additional plumbing works installed and/or proposed at the property in addition to the attached drainage diagram, an application and fees are required. To arrange an inspection of the plumbing and drainage works, please submit an "Owner's Application for Plumbing and Drainage Inspection" form with the associated fee. Once received a plumbing inspection can be arranged.

To arrange a date and time for the inspection, please contact Council's Plumbing and Drainage Administration Officer, Ms Dawn Flanagan, by telephoning 4304 7689 between the hours of 8:00am – 4:00pm weekdays.

The location of the drainage lines are approximates only. If you wish to establish the exact location of a sewer main or property service line, an investigation is required, at the owner/s expense.

If you require written confirmation that the building/structure has been constructed over a sewer main with Council approval, a written request is required. Please address the request to: Gosford City Council, Attention: Water & Sewerage Engineering Assessment Officer. Please note: a scheduled fee applies to this request.

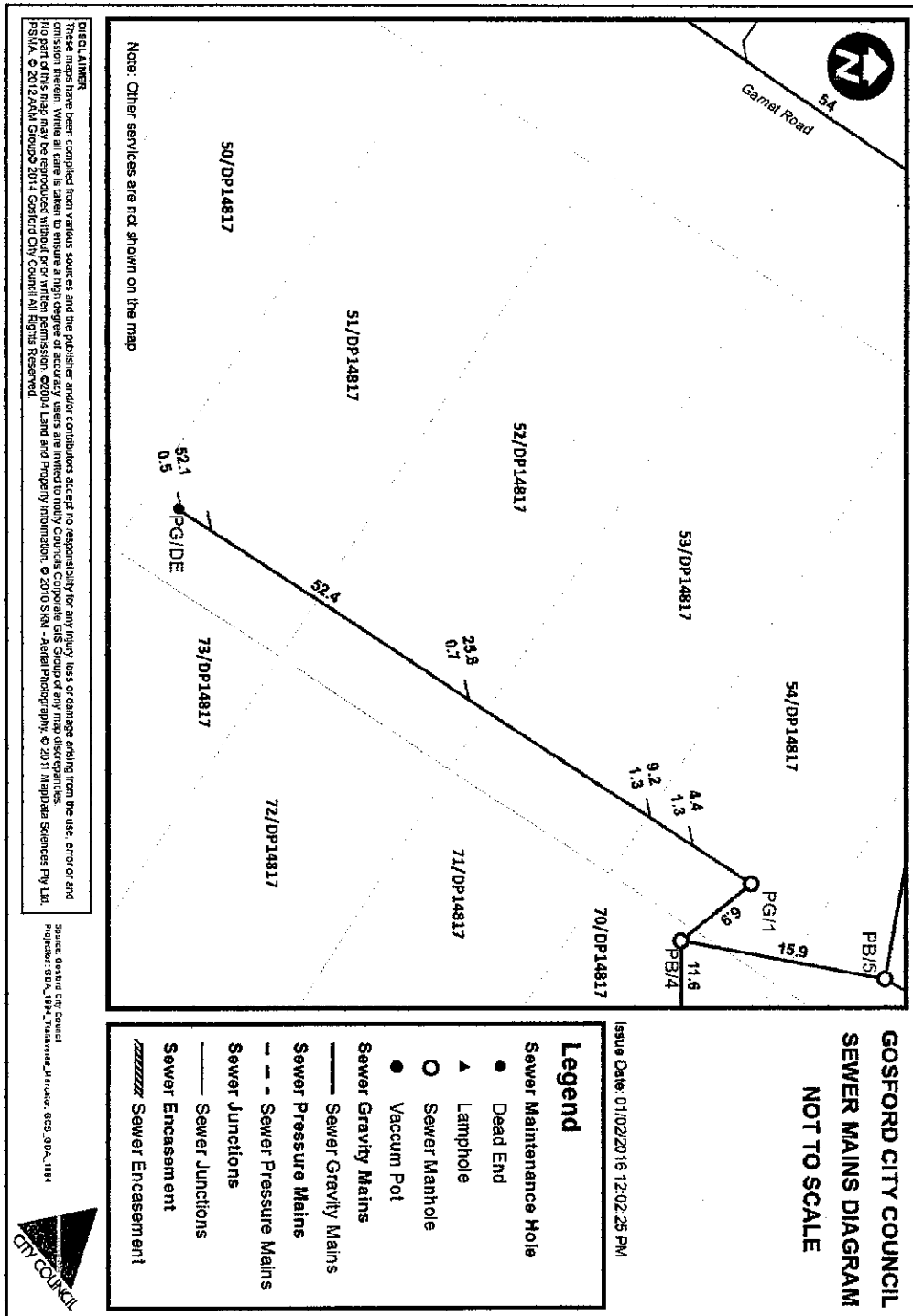
Yours sincerely

A handwritten signature in black ink, appearing to be "Dawn Flanagan".

Administration Assistant
Regulatory Services

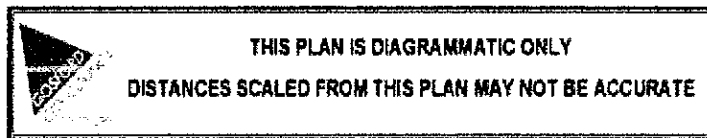
Property:

LOT: 52 DP: 14817 6 Garnet Road PEARL BEACH



Property:

LOT: 52 DP: 14817 6 Garnet Road PEARL BEACH



GOSFORD CITY COUNCIL
SEWERAGE CONNECTION PLAN

PERMIT NO: 90253

PLAN NO: 950672

LICENSEE: R. G. C. PLUMBING
(Please print)

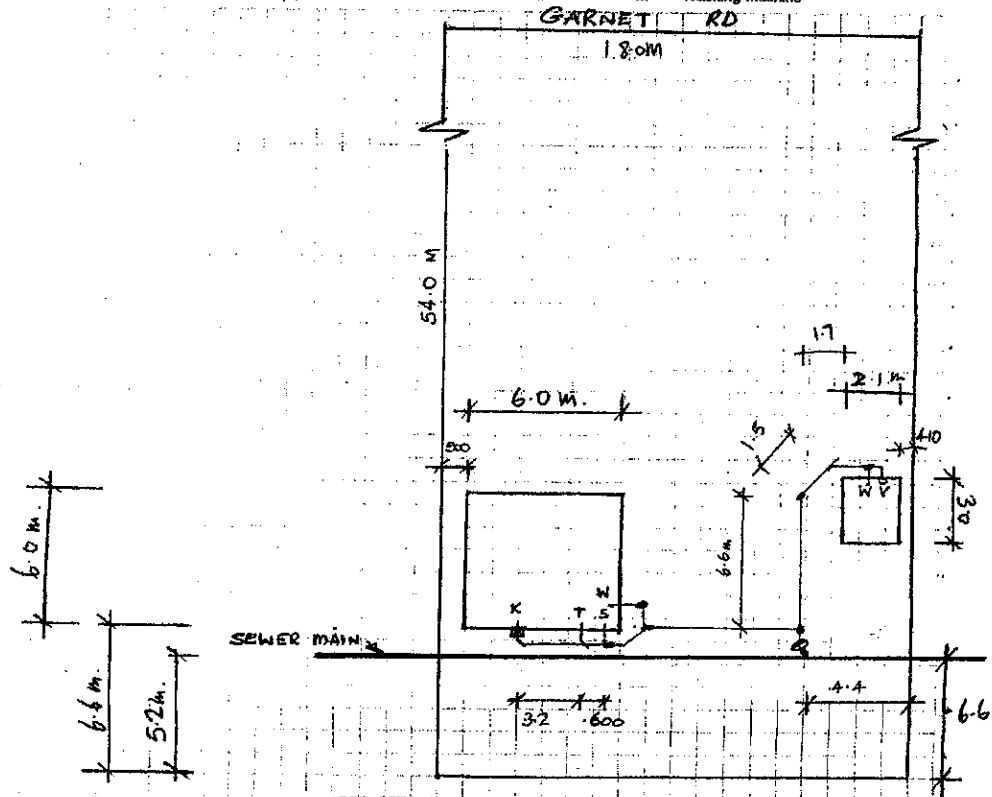
LICENCE NO: 32816 C

I certify that this plan is a correct record of the house drainage at the below mentioned location as at this date.

LICENSEE'S SIGNATURE:

DATE: 7-7-95

SYMBOLS AND ABBREVIATIONS			
<input checked="" type="checkbox"/> Boundary trap	<input checked="" type="checkbox"/> R Reflux valve	T Tubs	H Basin
<input checked="" type="checkbox"/> Inspection shaft	<input checked="" type="checkbox"/> Inspection opening	K Kitchen sink	S Shower
<input checked="" type="checkbox"/> Pit	<input checked="" type="checkbox"/> oV Vertical pipe	W Water closet	F Floor waste
<input checked="" type="checkbox"/> Gully	<input checked="" type="checkbox"/> oV Vent pipe	B Bath waste	M Washing machine
			oWS Waste stack
			oSV Soil vent pipe



Owner: N.A. + M.A. WALLER
Lot No: 52 Sec: DP: 14817
Street No: 6 Street: GARNET ST.
Locality: PEARL BEACH
Assessment No:

OFFICE USE ONLY
Date paid: 16.1.95 Fee: \$80
Plumber: R. CRICKSHANK
Drainer: R. CRICKSHANK
Connection date: 7.7.95
Plumbing and Drainage Inspector: I.H. WATKINS