

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Gittoes Real Estate 61-63 Victoria Street EAST GOSFORD NSW 2250	Steve Gittoes 0416 295 174 stepheng@gittoes.com.au
co-agent vendor	Cassandra Louise LIN 424 Wattle Tree Road, HOLGATE NSW 2250	
vendor's solicitor	Peter Hudson – Lawyer PO Box 1146, GOSFORD NSW 2250 Level 2, 131 Donnison Street, Gosford / DX 7201 Gosford	02 4324 9400 info@hudsonlaw.com.au Ref: PJH:21139
date for completion	21 January 2022	
land (address, plan details and title reference)	424 Wattle Tree Road, HOLGATE NSW 2250 Registered Plan: Lot 82 in Deposited Plan 845303 Folio Identifier: 82/845303	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: swimming pool, tennis court	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or 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 checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> pool equipment <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> TV antenna <input checked="" type="checkbox"/> curtains <input checked="" type="checkbox"/> other: rainwater tank, ceiling fans, air-conditioning, outdoor BBQ, Husky outdoor bar- fridge, Scandia outdoor fireplace, tennis court net, built in fridge in kitchen, pizza oven.
exclusions	
purchaser	
purchaser's solicitor	Phone _____ Fax _____ Ref _____
price	\$ _____
deposit	\$ _____
balance	\$ _____ (10% of the price, unless otherwise stated)
contract date	(if not stated, the date this contract was made)
buyer's agent	

vendor	GST AMOUNT (optional) The price includes GST of: \$ _____	witness
purchaser	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	witness

Choices

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

Nominated Electronic Lodgment Network (ELN) (clause 30): **PEXA**

Electronic transaction (clause 30)

no YES

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

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

Land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))

by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

GST-free because the sale is the supply of a going concern under section 38-325

GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make a *GSTRW* payment (GST residential withholding payment)

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

General

- 1 property certificate for the land
 - 2 plan of the land
 - 3 unregistered plan of the land
 - 4 plan of land to be subdivided
 - 5 document to be lodged with a relevant plan
 - 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
 - 7 additional information included in that certificate under section 10.7(5)
 - 8 sewerage infrastructure location diagram (service location diagram)
 - 9 sewer lines location diagram (sewerage service diagram)
 - 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
 - 11 *planning agreement*
 - 12 section 88G certificate (positive covenant)
 - 13 survey report
 - 14 building information certificate or building certificate given under *legislation*
 - 15 lease (with every relevant memorandum or variation)
 - 16 other document relevant to tenancies
 - 17 licence benefiting the land
 - 18 old system document
 - 19 Crown purchase statement of account
 - 20 building management statement
 - 21 form of requisitions
 - 22 *clearance certificate*
 - 23 land tax certificate
- Home Building Act 1989**
- 24 insurance certificate
 - 25 brochure or warning
 - 26 evidence of alternative indemnity cover
- Swimming Pools Act 1992**
- 27 certificate of compliance
 - 28 evidence of registration
 - 29 relevant occupation certificate
 - 30 certificate of non-compliance
 - 31 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- 32 property certificate for strata common property
 - 33 plan creating strata common property
 - 34 strata by-laws
 - 35 strata development contract or statement
 - 36 strata management statement
 - 37 strata renewal proposal
 - 38 strata renewal plan
 - 39 leasehold strata - lease of lot and common property
 - 40 property certificate for neighbourhood property
 - 41 plan creating neighbourhood property
 - 42 neighbourhood development contract
 - 43 neighbourhood management statement
 - 44 property certificate for precinct property
 - 45 plan creating precinct property
 - 46 precinct development contract
 - 47 precinct management statement
 - 48 property certificate for community property
 - 49 plan creating community property
 - 50 community development contract
 - 51 community management statement
 - 52 document disclosing a change of by-laws
 - 53 document disclosing a change in a development or management contract or statement
 - 54 document disclosing a change in boundaries
 - 55 information certificate under Strata Schemes Management Act 2015
 - 56 information certificate under Community Land Management Act 1989
 - 57 disclosure statement - off the plan contract
 - 58 other document relevant to off the plan contract
- Other**
- 59

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

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

- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositor* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

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

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* *within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* *within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* *within* 7 days after either *party* *serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* *serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

- 30.4.2 normally, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 Normally, the vendor must within 7 days of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, within 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must within 7 days of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ECNL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance*.

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.
- 32 Residential off the plan contract**
- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

424 Wattle Tree Road HOLGATE NSW 2250

**SPECIAL CONDITIONS
ATTACHED TO CONTRACT FOR SALE OF LAND**

33. Notice to complete

- 33.1. If either party fails to complete by the completion date then the other party is entitled, at any time after the completion date, to serve a notice to complete making the time for completion essential.
- 33.2. Such a notice must give not less than 14 days notice after the day on which it is served, and cannot require settlement between 24 December 2021 and 17 January 2022.
- 33.3. A notice to complete of this duration is reasonable and sufficient to make the time for completion essential.

34. Interest

- 34.1. If:
- a) the Purchaser does not complete by the completion date; and
 - b) the Vendor is not in default,
- then the Purchaser must pay to the Vendor on completion, in addition to the balance of the price, 10% interest on the balance of the price calculated at a daily rate from the day immediately after the completion date to the day on which this Contract is completed.
- 34.2. This amount is a genuine pre-estimate of the Vendor's loss of interest on the balance of the price and liability for rates and outgoings.

35. Alterations to Contract

- 35.1. Clause 7.1.1 of this Contract is deleted.
- 35.2. Clause 18 is amended by the addition of:
- "18.8 The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property".

36. Introduction of Purchaser by Agent

- 36.1. The Purchaser warrants that they were not introduced to the property or the Vendor by any real estate Agent other than the Agent (if any) named on the front page of this Contract.
- 36.2. If an estate Agent, other than the Agent (if any) named on the front page of this Contract, recovers commission from the Vendor by establishing that they introduced the Purchaser to the property or to the Vendor then the Purchaser is liable to pay to the Vendor the commission payable by the Vendor and all legal costs incurred by the Vendor (including legal costs ordered to be paid by the Vendor) when contesting the claim for commission.

37. Subsequent events

- 37.1. If either party (or, if there is more than one, then any one of them) prior to completion:

- a) being a natural person, dies or becomes mentally ill; or
- b) being a company, resolves to go into liquidation or has a petition for winding up presented or enters into a scheme or arrangement with its creditors or has a liquidator, receiver, or official manager appointed

then the other party may, at any time, rescind this Contract.

38. Release of deposit

38.1. The deposit can be released to the Vendor at any time before completion on the following conditions:

- a) it is used by the Vendor only as payment of the deposit on the purchase of real estate in NSW; and
- b) it is held in the Trust Account of either a Solicitor or real estate Agent.

38.2. This special condition is authority from the Purchaser to the Vendor's Agent to release the deposit to the Vendor.

39. Reduced deposit

39.1. If:

- a) the deposit paid by the Purchaser is less than 10% of the price; and
- b) the Vendor becomes entitled to forfeit the deposit,

then the Purchaser must immediately when asked to do so pay to the Vendor the difference between 10% of the price and the amount actually paid by way of deposit, so that a full 10% of the price is forfeited to the Vendor.

40. PEXA settlement

40.1. The parties agree that if a PEXA settlement is being conducted then the Purchaser's solicitor will deliver the original Order on Agent to the Vendor's solicitor before completion to be held in escrow pending settlement.

41. COVID-19

The Parties agree that:

41.1. Should the State or Federal Government issue a lockdown order preventing or restricting the movement of either the Vendor or the Purchaser which spans the Completion date; or

should either party, a person residing with either party or a person residing in the property as a tenant be affected by the following:

- a) is infected by the COVID-19 virus;
- b) is placed into quarantine or into self-isolation due to a COVID-19 infection;
- c) is directed by relevant authorities to self-isolate due to a COVID-19 infection;
- d) come into close contact with a person they could reasonably expect to have been exposed to COVID-19;
- e) is hospitalised for treatment of a COVID-19;

- f) is required to care for a member of their household or family in the property who is directly affected by any of the circumstances referred to in sub-clauses (a)-(f) above.

The affected party will notify the other party immediately in writing that they have become aware of the COVID-19 risk or diagnosis, advising the date of contact, diagnosis or commencement of isolation.

- 41.2. The affected party must provide suitable documentation from a medical practitioner, specialist or other health authority official to provide the need for isolation immediately upon diagnosis.
- 41.3. As soon as the affected party has received a notice of clearance from a medical practitioner, specialist or other health authority official and/or discharged from a hospital and/or (in the case of the Vendor) permitted to leave the property, the affected party must immediately notify the other party of this in writing.
- 41.4. In any of the above circumstances the Completion date shall be extended to occur at the later of:
 - a) 10 business days after the date the State or Federal Government lockdown order is lifted; or
 - b) 10 business days after the date a notice of clearance is provided to the other party.
- 41.5. No Notice to Complete shall be issued by either party if any of the above conditions remain unsatisfied.

42. Completion

- 42.1. If the Completion Date herein requires Completion to take place in the period between 24 December 2021 and 17 January 2022 (inclusive) then the parties agree that completion will take place on 18 January 2022.
- 42.2. If Contracts are exchanged without a section 66W certificate during the period between 24 December 2020 and 17 January 2021, the expiration of the cooling-off period shall be Monday 24 January 2022 at 4:00pm.

43. Certificate of Non-Compliance for Swimming Pool

- 43.1 Annexed hereto is a certificate of Non-Compliance dated 26 October 2021 in respect of the swimming pool at the subject property.
- 43.2 Annexed hereto is a Written Notice of Non-Compliance Report dated 26 October 2021 in respect of the swimming pool at the subject property.
- 43.3 The purchaser acknowledges having read the above Certificate and the above Report and being aware of the contents thereof and will make no objection, requisition or claim for compensation nor delay settlement in respect of anything referred to in the above Certificate and Report, nor require the Vendor to carry out any rectification work to the swimming pool and its surrounds.



**LAND
REGISTRY
SERVICES**



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 82/845303

SEARCH DATE	TIME	EDITION NO	DATE
15/10/2021	8:53 AM	7	18/11/2020

LAND

LOT 82 IN DEPOSITED PLAN 845303
AT MATCHAM
LOCAL GOVERNMENT AREA CENTRAL COAST
PARISH OF KINCUMBER COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP845303

FIRST SCHEDULE

CASSANDRA LOUISE LIN

(T AQ566257)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 P772459 COVENANT
- 3 DP845303 RESTRICTION(S) ON THE USE OF LAND
- 4 DP845303 EASEMENT FOR WATER SUPPLY 3 WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 AQ566258 MORTGAGE TO BANK OF QUEENSLAND LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

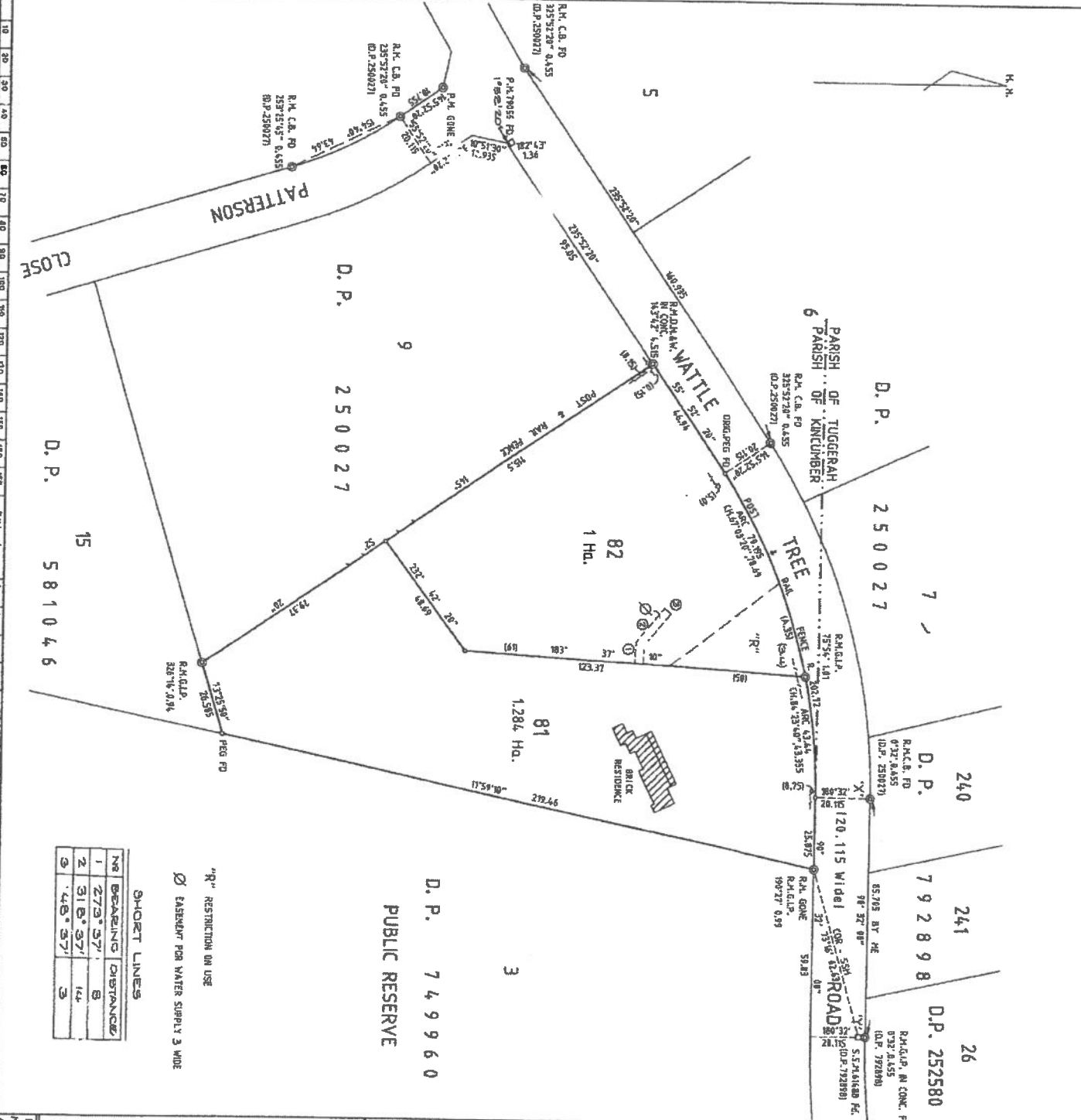
*** END OF SEARCH ***

op04130001

PRINTED ON 15/10/2021

Handwritten notes and signatures at the top right of the page.

Official stamps and text including 'Crown Lands Office Approval' and 'Land District'.



A scale bar and title block. The scale bar is marked from 0 to 380 meters. The title block includes 'WASHINGTON - PARADISE ON THE FERN HILLS WITH 18 BATH TUB RESIDENTIAL'.

Table with 3 columns: No, Bearing, Distance. It lists three short lines with their respective bearings and distances.

Restriction on use: R1 RESIDENCE ON USE.

Restriction on use: E1 EMBANKMENT FOR WATER SUPPLY 3 WIDE.

D.P. 749960 PUBLIC RESERVE

DP 845303

Registered AB 6-12-1994 CA No. 7978 OF 15-9-1994

The System TORRENS Purpose: SUBDIVISION

Ref. Map U7997-2 W Last File: DP 250027

PLAN OF SUBDIVISION OF LOT 8 IN D.P. 250027

LOCAL: GOSFORD LOCALITY: MATCHAM

PARISH: KINCUMBER COUNTY: NORTUMBERLAND

This is sheet 1 of my plan in District of Matcham.

I, JOHN CHARLES TERRY, of the County of Northumberland, do hereby certify that the above is a true and correct copy of the original plan as approved by the Registrar-General of Land, and that the same is in accordance with the provisions of the Land Act, 1919, and the Land (Subdivisions) Regulations, 1922.

Printed and published by the Registrar-General of Land, at the Registrar-General's Office, Sydney, New South Wales.

NOTE: FOR USE ONLY for statements of intention to create public roads, to create public reserves, or to create public easements, or to create public easements on the land of the State or of a public authority.

PLANS TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE: 1) RESTRICTION ON USE 2) EMBANKMENT FOR WATER SUPPLY 3 WIDE

PLAN 79065 AND S.S.M. 61468 ARE NOT ESTABLISHED IN S.C.I.M.S. AT DATE OF SURVEY.

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

Lengths are in metres

(Sheet 1 of 3 Sheets)

Plan: **DP 845303**

Subdivision of Lot 8, D.P. 250027
covered by Council's Certificate
No. **3978**
dated **15.9.1994**

PART 1.

Full name and address of the
Proprietors of the land:

Peter Ronald Ingold and Sally Anne
Ingold C/- Aubrey Brown Partners,
Solicitors of Hely Street,
Wyong NSW 2259.

Full name and address of the
Mortgagees of the land:

Commonwealth Bank of Australia,
48 Martin Place, Sydney
NSW 2000.

1. Identity of easement or
restriction firstly
referred to in the above-
mentioned plan

Restriction on Use

Schedule of lots, etc. affected.

Lot Burdened

Lot Benefited

82

81

2. Identity of easement or
restriction secondly
referred to in the above-
mentioned plan

Easement for Water Supply 3 wide

Schedule of lots, etc. affected.

Lot Burdened

Lot Benefited

82

81

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

Lengths are in metres

(Sheet 2 of 3 Sheets)

Plan: **DP 845303**

Subdivision of Lot 8, D.P. 250027
covered by Council's Certificate
No. **3978**
dated **15.9.1994**

PART 2

1. Terms of Restriction on use firstly referred to in the abovementioned plan.

No building shall be erected or permitted to remain erected on that part of Lot 82 denoted "R" on the above mentioned plan.

2. Terms of Easement for Water Supply 3 wide secondly referred to in the abovementioned plan.

Full and free right for any person who is at anytime entitled to an estate in possession in the land hereby benefited, or any part thereof for which the right shall be capable of enjoyment and every person authorised by them from time to time to pass, convey and transmit through under or over the land hereby burdened in any quantities the supply of water within the area shown as the site of the easement for water supply TOGETHER WITH the right to place, install, lay, replace and maintain a pipe of sufficient internal diameter, and a pump of sufficient capacity TOGETHER WITH the right to pass convey or transmit beneath the surface of the land hereby burdened such supplies of electricity or transmission lines as may be necessary to supply electric power to such pump TOGETHER WITH the right to remain there for any reasonable time for the purpose of laying, installing, repairing, maintaining construction directing or placing such pipe and pump and the supply of electricity and operating such pump and for any of the aforesaid purposes to open the soil of the land hereby burdened to such an extent as may be necessary PROVIDED THAT the person entitled as aforesaid and any person authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the land hereby burdened and will restore the surface as neatly as practicably, provided that:

- i No pump shall be placed on the land hereby burdened unless it is properly maintained and soundproofed to ensure that it does not emit any noise above a level of 80 decibels when measured at a distance of six (6) metres from such pump, and

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

Lengths are in metres

(Sheet 3 of 3 Sheets)

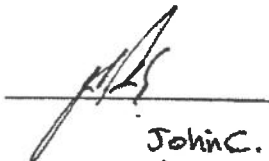
Plan: **DP845303**

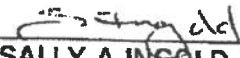
Subdivision of Lot 8, D.P. 250027
covered by Council's Certificate
No. **3978**
dated **15.9.1994**

- ii The times of pumping from such pump are to be restricted to between the hours of 7am to 10pm, and
- iii Pumping from such pump shall be limited to a maximum of three (3) hours per day.

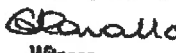

Signed in my presence by Peter)
Ronald Ingold and Sally Anne Ingold)
who are personally known to me.)

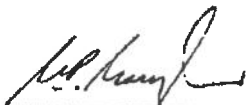

PETER R INGOLD


John C. Trehy
Thomard
Tumbi Road,
Tumbi Umbi.


SALLY A INGOLD

Signed at Sydney the 6th day of
October 1994 For Commonwealth
Bank of Australia A.C.N. 123 123 124 by its
duly appointed Attorney under Power of
Attorney Book 4049 No. 321.


Witness
C.A. CAVALLO 
DAVID JOHN BRIDEKIRK


General Manager/
Authorised Person
Gosford City Council

REGISTERED  **AB 8.12.1994**



No. _____

P177245 (B)

R.P. 13A

NEW SOUTH WALES

0 AM 11 24
South Wales

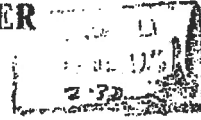
Fees—
Lodgment
Endorsement

2CX

\$01.00
STAMP DUTY

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)



\$17

I,

GRAHAM KELLY PTY. LIMITED and VALERIE NORMA LANDA of
Hunters Hill, Married Woman as tenants in common in equal shares

This form may be used where new restrictive covenants are imposed or easements created or where the simple transfer form is unsuitable.

(Trusts must not be disclosed in the transfer.)

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

All blanks should be ruled up before signing.

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

(herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of

TWENTY THOUSAND DOLLARS

(\$20,000-00) (the receipt whereof is hereby acknowledged) paid to us by

do hereby transfer to

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

PETER RONALD INGOLD of 37 Forsyth Street, West Ryde, Surveyor
and SALLY ANNE INGOLD his wife as joint tenants
(herein called transferee)

c Description may refer to the defined residue of the land in a certificate or grant (e.g. "And being residue after transfer number 7) or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being Lot section D.P. 7).

Unless authorised by Reg 53, Conveyancing Act Regulations, 1961, a plan may not be annexed to or endorsed on this transfer form.

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

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
NORTHUMBERLAND	KINCUMBER	WHOLE	12860	68	

And the transferee covenant(s) with the transferor

d Strike out if unnecessary or suitably adjust.
(b) if any easements are to be created or any exceptions to be made: or
(c) if the statutory covenants implied by the Act are intended to be varied or modified

Covenants should comply with the provisions of Section 38 of the Conveyancing Act, 1919.

*P.L.
S.H.
+*

This contract shall be subject to and conditional upon the purchasers obtaining the approval of the Council of the Shire of Gosford for the erection of a country dwelling residence upon the subject property within a period of six weeks from the date hereof and in the event of the purchasers being unable to obtain that approval this contract may be cancelled and the deposit shall be refunded and neither party shall have any claim against the other.

Transferor
The Purchasers for themselves and their assigns hereby for the benefits of any adjoining lands but only during the ownership thereof by the Vendor his executors administrators and assigns other than purchasers on sale COVENANTS with the Vendor his executors administrators and assigns that no fence shall be erected on the land hereby conveyed or transferred to divide it from such adjoining land without the consent of the Vendor his executors administrators or assigns but such consent shall not be withheld if such fence is erected without expense to the Vendor his executors administrators or assigns and in favour of any person dealing with the Purchasers or their assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.

Transferees

The Transferees for themselves and their assigns hereby for the benefits of the adjoining lands but only during the ownership thereof by the Transferors his executors administrators and assigns other than Transferees on sale COVENANTS with the Transferor his executors administrators and assigns that no fence shall be erected on the land hereby conveyed or transferred to divide it from such adjoining land without the consent of the Transferor his executors administrators or assigns but such consent shall not be withheld if such fence is erected without expense to the Transferor his executors administrators or assigns and in favour of any person dealing with the Transferees or their assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.

ENCUMBRANCES, &c., REFERRED TO.

A very short note will suffice.

K 1185-3 51 07-1

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

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

Execution may be proved where the parties are resident—
 (a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.
 (b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.
 (c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary of an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commissioner's Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.E.W. Government Office, London), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

g Strike out unnecessary words. Add any other matter necessary to show that the power is effective.
 h To be signed by Registrar General, Deputy Registrar General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself is signed or acknowledged before one of these parties.

Signed at The Entrance the 2nd day of June 1976

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

[Signature]
 Solicitor
 187 Wynnum St

The Common Seal of the Registrar General of New South Wales was affixed by order of the Registrar General in the presence of the Director of Land Administration
[Signature]
 Director of Land Administration

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

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

[Signature]
 Transferee(s)

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

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

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

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

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

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

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

No. P2772459

Lodged by
Address
Phone No.

GALLOWAY & CO.
LAW SYRACUS
92 PITT ST., SYDNEY
PHONE 233-1011

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

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

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

Dated at _____ this _____ day of _____ 19 _____
Signed in my presence by _____
who is personally known to me

Mortgagee.

DOCUMENTS LODGED HEREWITH
To be filled in by person lodging dealing

- 1. C.T. _____ Received Docs.
 - 2. _____
 - 3. _____ Nos. _____
 - 4. _____
 - 5. _____
 - 6. _____
 - 7. _____
- Receiving Clerk

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

Indexed	MEMORANDUM OF TRANSFER
Checked by	<u>Subject to Consent</u>
Passed (in S.D.B.) by	Particulars entered in Register Book <u>22-7-1976</u>
Signed by	<u>Jawatson</u> Registrar General

PROGRESS RECORD

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrs.		
Cancellation Clerk		

Vol. _____ Fol. _____





Peter Hudson Lawyer
info@hudsonlaw.com.au

PLANNING CERTIFICATE

This Planning Certificate is issued in accordance with Section 10.7 of the *Environmental Planning and Assessment Act, 1979*

Certificate No: 175554
Certificate Date: 18 October 2021
Address: 424 Wattle Tree Road HOLGATE
Lot Description: LOT: 82 DP: 845303

Parish: Kincumber
County: Northumberland
Assessment No: 712731
Receipt No:
Parcel No: 73520
Applicants Reference: 21139
Applicants Email:



Wyong Office: 2 Hely St / PO Box 20 Wyong NSW 2259
Gosford Office: 49 Mann St / PO Box 21 Gosford NSW 2250

P 1300 463 954 | E ask@centralcoast.nsw.gov.au | W centralcoast.nsw.gov.au | ABN 73 149 644 003

Part 2 - 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.

Interim Development Order 122 gazetted 30/03/79 (as amended)

Specific Site State Environmental Planning Policies

None

General Site State Environmental Planning Policies

ZONE 7(a) CONSERVATION AND SCENIC PROTECTION (CONSERVATION) UNDER INTERIM DEVELOPMENT ORDER NO.122

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 No. 65 - Design Quality of Residential Flat Development

State Environmental Planning Policy No. 64 - Advertising and Signage

State Environmental Planning Policy No. 55 - Remediation of Land

State Environmental Planning Policy No. 50 - Canal Estate Development

State Environmental Planning Policy No. 36 - Manufactured Home Estates

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

State Environmental Planning Policy No. 21 - Caravan Parks

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

State Environmental Planning Policy No. 1 - Development Standards

State Regional Planning Policy No. 9 - Extractive Industry (No 2-1995)

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

State Environmental Planning Policy (Primary Production and Rural Development) 2019

State Environmental Planning Policy No 70 - Affordable Housing (Revised Schemes)

State Environmental Planning Policy (Koala Habitat Protection) 2020.

ZONE 7(c2) CONSERVATION AND SCENIC PROTECTION (SCENIC PROTECTION - RURAL SMALL HOLDINGS) UNDER INTERIM DEVELOPMENT ORDER NO.122
 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 No. 65 - Design Quality of Residential Flat Development
 State Environmental Planning Policy No. 64 - Advertising and Signage
 State Environmental Planning Policy No. 55 - Remediation of Land
 State Environmental Planning Policy No. 50 - Canal Estate Development
 State Environmental Planning Policy No. 36 - Manufactured Home Estates
 State Environmental Planning Policy No. 33 - Hazardous and Offensive Development
 State Environmental Planning Policy No. 21 - Caravan Parks
 State Environmental Planning Policy No. 19 - Bushland in Urban Areas
 State Environmental Planning Policy No. 1 - Development Standards
 State Regional Planning Policy No. 9 - Extractive Industry (No 2-1995)
 State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
 State Environmental Planning Policy (Primary Production and Rural Development) 2019
 State Environmental Planning Policy No 70 - Affordable Housing (Revised Schemes)
 State Environmental Planning Policy (Koala Habitat Protection) 2020.

- (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 Central Coast Local Environmental Plan will replace Gosford Local Environmental Plan 2014, Interim Development Order No. 122 - Gosford, Gosford Planning Scheme Ordinance and Wyong Local Environmental Plan 2013.

Proposed Standard Instrument (Local Environmental Plans) Order 2006

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

Proposed State Environmental Planning Policy (Environment) 2017

Proposed State Environmental Planning Policy (Short-term Rental Accommodation) 2019

Proposed State Environmental Planning Policy (Infrastructure) 2007

Proposed State Environmental Planning Policy Design and Place

Proposed State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

Proposed State Environmental Planning Policy (State and Regional Development) 2011

Proposed State Environmental Planning Policy (Housing Diversity)

- (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 No.7(a) Conservation and Scenic Protection (Conservation) under Interim Development Order No.122

DEVELOPMENT PERMISSIBLE WITHOUT CONSENT

Development (other than exempt development) for the purpose of: home occupations; recreation areas.

Exempt development.

DEVELOPMENT PERMISSIBLE WITH CONSENT

Development (other than exempt development) for the purpose of: agriculture; bed and breakfast accommodation; dams; dwelling-houses; roads;

Subdivision.

PROHIBITED DEVELOPMENT

Any purpose other than those permissible with or without consent.

Zone No.7(c2) Conservation and Scenic Protection (Scenic Protection-Rural Small Holdings) under Interim Development Order No.122

DEVELOPMENT PERMISSIBLE WITHOUT CONSENT

Development (other than exempt development) for the purpose of: agriculture; home occupations; recreation areas.

Exempt development.

DEVELOPMENT PERMISSIBLE WITH CONSENT

Development (other than exempt development) for the purpose of: animal establishments; bed and breakfast accommodation; centre-based child care facilities; dams; dual occupancies-attached; dwelling-houses; educational establishments; home industries; horse establishments; places of public worship; plant nurseries; roads; roadside stalls; utility installations; veterinary hospitals.

Subdivision.

PROHIBITED DEVELOPMENT

Any purpose other than those permissible with or without consent.

Proposed Zone E2 Environmental Conservation under Draft Central Coast Local Environmental Plan.

Please refer to attached Draft Land Use Table - E2 Environmental Conservation.

- (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,

7(a) Conservation & Scenic Protection (Conservation) under Interim Development Order No.122

Clause 22(1) of Interim Development Order No 122 requires that a dwelling house may only be erected on an allotment of land having an area of not less than 40 hectares.

Clause 22(2) of Interim Development Order No 122 requires where the erection of a dwelling house on an allotment of land having an area of less than 40 hectares that the allotment was;

- (a) in existence before 18 February 1977 and was not held in the same ownership as any adjoining allotments at that date or
(b) created after 18 February 1977 otherwise than under 20.

Clause 22(3) to (5) of Interim Development Order No 122 requires where the erection of a dwelling house on an allotment of land having an area of less than 40 hectares and which was one of a number of adjoining allotments held in the same ownership as at the 18 February 1977 is subject to the provisions of Section 29 of the Environmental Planning and Assessment Act 1979.

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling-house on the land. However there are minimum lot sizes applying to the subdivision of land, and in some zones the entitlement to erect a dwelling-house, or carry out other types of residential development, is linked to that minimum lot size.

- (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.

Low Rise Housing Diversity Code

Complying development under the Low Rise Housing Diversity 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.

Greenfield Housing Code

The Greenfield Housing Code is not applicable to this land.

4 (Repealed)

4A (Repealed)

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

None

5 MINE SUBSIDENCE

The land is not within a Mine Subsidence District declared under section 20 of the *Coal Mine Subsidence Compensation Act 2017*.

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

- (1) Is the land or part of the land within the flood planning area and subject to flood related development controls.

No.

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

No.

- (3) In this clause—

- flood planning area has the same meaning as in the Floodplain Development Manual.
- Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.
- probable maximum flood has the same meaning as in the Floodplain Development Manual.

8 LAND RESERVED FOR ACQUISITION

No.

9 CONTRIBUTION PLANS

Central Coast Regional Section 7.12 Development Contributions Plan 2019.

9A BIODIVERSITY CERTIFIED LAND

Is the land biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*?

No.

10 BIODIVERSITY STEWARDSHIP SITES

Is the land a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*?

No.

10A NATIVE VEGETATION CLEARING SET ASIDES

If the land contains a set aside area under section 60ZC of the *Local Land Services Act 2013*, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

None.

11 BUSHFIRE PRONE LAND

The information currently available to Council indicates all of the land is shown as bush fire prone land according to the Act.

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.

20 LOOSE-FILL ASBESTOS INSULATION

NSW Fair Trading has not identified any residential dwellings erected within Central Coast Council Local Government Area as containing loose-fill asbestos ceiling insulation, as per the Loose-Fill Asbestos Insulation Register.

21 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS (BUILDING PRODUCT SAFETY ACT 2017)

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

No

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

No

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

No

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.

The following additional information is issued under Section 10.7(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.

This property is subject to approval by Council for on-site sewage management. Limitations and restrictions may apply for all future development/permitted occupancy rate. Enquiries may be made through Council's Waste and Emergency Services.

Any property which is not connected to the Council's sewer system may be subject to requirements of State Legislation concerning "On-Site" Sewage Management. When purchasing or selling property in an unsewered area information concerning on-site sewage management should be obtained from Council's Waste Services section by phoning (02) 4325 8222. NOTE: It is a requirement under the provisions of the Local Government Approval(s) Regulation 1999, that a person who purchases (or otherwise acquires) land on which any sewage management facility is installed or constructed, is required to apply to Council for an Approval to Operate an on-site sewage management system.

Land subject to Interim Development Order 122 Clearing (including the underscrubbing) of vacant land is prohibited. The clearing of vacant land (including underscrubbing) is not and cannot be considered as a specific action for which development consent can be given. Clearing (including underscrubbing) is only permitted in association with lawful consent (such as a previous approval by Council or the court). Min.No:71/98

Note: This Certificate is issued without Alteration and Erasure.

LAND USE TABLE

Zone E2 Environmental Conservation

Draft Central Coast Local Environmental Plan

1 Objectives of zone

To protect, manage and restore areas of high ecological, scientific, cultural or aesthetic values.

To prevent development that could destroy, damage or otherwise have an adverse effect on those values.

2 Permitted without consent

Nil

3 Permitted with consent

Eco-tourist facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Recreation areas; Research stations; Roads; Sewage reticulation systems; Water recycling facilities; Water reticulation systems; Water storage facilities.

4 Prohibited

Business premises; Hotel or motel accommodation; Industries; Multi dwelling housing; Recreation facilities (major); Residential flat buildings; Restricted premises; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any development not specified in item 2 or 3



OSSM No. 1765/1999

1 July 2021

C L Lin
424 Wattle Tree Road
HOLGATE NSW 2250

Sewage Management Approval to Operate On-Site Sewage Management System

Local Government (General) Regulation 2005

APPROVAL DETAILS:	Aerated Wastewater Treatment System
Location of System:	LOT: 82 DP: 845303 424 Wattle Tree Road HOLGATE 2250
Licensee:	C L Lin
Licence Number:	1765/1999

This approval remains effective until

Expiry Date: 30 June 2022

A handwritten signature in black ink that reads "smitchell".

Shann Mitchell
Section Manager
ENVIRONMENT AND CERTIFICATION



Phone: 1300 463 954 | **Email:** ask@centralcoast.nsw.gov.au

Wyong Office: 2 Hely St / PO Box 20 Wyong NSW 2259 **Gosford Office:** 49 Mann St / PO Box 21 Gosford NSW 2250

© Central Coast Council

CONDITIONS OF APPROVAL

- 1 A system of sewage management must be operated in accordance with the *Local Government Act 1993* and the *Local Government (General) Regulation 2005*; as such a system of sewage management must be operated in a manner to achieve the following performance standards:
 - a The prevention of the spread of disease by micro-organisms,
 - b The prevention of the spread of foul odours,
 - c The discouragement of insects and vermin,
 - d Ensuring that persons do not come into contact with untreated sewage or effluent (whether treated or not) in their ordinary activities on the premises concerned,
 - e The minimisation of any adverse impacts on the amenity of the premises and surrounding lands,
 - f The prevention of the contamination of water,
 - g The prevention of the degradation of soil and vegetation,
 - h Ensuring good water conservation practices, and if appropriate, provision for the re-use of resources (including nutrients, organic matter and water).
- 2 The system must be operated in accordance with the manufacturers operating specifications and procedures for the sewage management facility and allow for the removal of treated sewage in a safe and sanitary manner.
- 3 The conditions of the certificate of accreditation issued by the Director General of the Ministry of Health must be complied with.
- 4 The person operating the system of sewage management must provide details of the way in which it is operated and evidence of compliance with the conditions of this approval whenever the Council reasonably requires the person to do so.
- 5 Sewage or treated effluent is not to be discharged to any watercourse or onto land other than its related effluent land application area.
- 6 Council must be notified of any failure of on-site sewage management systems that may result in pollution occurring or pose a risk to public health and the environment.
- 7 Repairs and maintenance of the sewage management system shall be carried out by a suitably qualified service contractor.

Reasons for Conditions

- To protect public health standards, the environment and community amenity.
- To ensure systems are operated to comply with the requirements of the *Local Government (General) Regulation 2005*.

Advice

Approval to Operate renewal fees shall be applicable in accordance with Section 608 of the *Local Government Act 1993* and Council's Fees and Charges Schedule current at the date of renewal.

Council may carry out inspections of any premises, facilities, or records relating to the operation of a system of sewage management which is subject of this approval, in order to assess compliance with this approval and other relevant legislation.

Owners must submit an application to install/modify to Council if they intend on upgrading the system or its land application area other than which was originally approved.

Avoid the use of disinfectants, nappy soakers, harsh cleaning products and bleaches containing substances such as sodium hypochlorite.

Right of Appeal

If you are dissatisfied with this decision, Section 176 of the *Local Government Act 1993* gives you the right of appeal to the Land and Environment Court within 12 months after the date on which you receive this notice.

Should you require further details regarding conditions of approval please contact Council prior to any appeal.

This approval may be revoked or modified by the Council under circumstances listed in Section 109 of the *Local Governmental Act 1993*, or after inspections of the on-site sewage management system by Council officers.

Environment & Public Health
Environment and Certification
Central Coast Council





Revenue

Enquiry ID 3585294
Agent ID 81290352
Issue Date 15 Oct 2021
Correspondence ID 1734504564
Your reference 21139

GLOBALX INFORMATION PTY LTD
GPO Box 2746
BRISBANE QLD 4001

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

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
D845303/82	424 WATTLE TREE RD HOLGATE 2250	\$606 667

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2021 tax year.

Yours sincerely,

Scott Johnston
Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

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

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

When is a certificate not clear from land tax?

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

How do I clear a certificate?

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

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

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

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

How do I get an updated certificate?

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

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

Land value, tax rates and thresholds

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

Contact details



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



1300 139 816*



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

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

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C - Swimming Pools Act 1992

Pool No:	80e6029d
Property Address:	424 WATTLE TREE ROAD HOLGATE
Date of Registration:	29 October 2013
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	in ground

The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.

The issue of this certificate does not negate the need for regular maintenance of the pool.

Please remember:

- **Children should be supervised by an adult at all times when using your pool**
- **Regular pool barrier maintenance**
- **Pool gates must be closed at all times**
- **Don't place climbable articles against your pool barrier**
- **Remove toys from the pool area after use**

You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.

This is NOT a Certificate of Compliance

NSW SWIMMING POOL REGISTER

Certificate of Non-compliance

Clause 21 - Swimming Pools Regulation 2018

Pool no: 80e6029d
Property address: 424 WATTLE TREE ROAD HOLGATE
Date of inspection: 26 October 2021
Expiry date: 26 October 2022
Issuing authority: Peter Warde - Registered Certifier - bdc04783

Did not comply with AS1926.1 (2012).

The swimming pool at the above property **DOES NOT COMPLY** with Part 2 of the *Swimming Pools Act 1992*. Please refer to the registered certifier's notice, issued under section 22E of the *Swimming Pools Act 1992*, for detailed reasons of non-compliance and rectification works required to render the swimming pool compliant with the applicable standard.

The swimming pool poses a significant risk to public safety

The swimming pool does not pose a significant risk to public safety

Non-compliance area/s:

Boundary fence	<input type="checkbox"/>	Doors	<input type="checkbox"/>
Fence height	<input type="checkbox"/>	Fence panels/gaps	<input type="checkbox"/>
Gate closure	<input type="checkbox"/>	Gate latch	<input type="checkbox"/>
Non-ancillary structure	<input checked="" type="checkbox"/>	Non-climbable zones	<input checked="" type="checkbox"/>
Signage	<input checked="" type="checkbox"/>	Window	<input type="checkbox"/>
Other (see text box below)	<input type="checkbox"/>		

This certificate expires on issuing of a certificate of compliance or 12 months after the date of issue, whichever occurs first.

Purchasers of a property with a non-compliant swimming pool barrier have 90 days from the date of settlement to fix any areas of non-compliance.



Date of Notice: 26/10/2021

Date of Inspection: 26/10/2021

Property Owners Address: 424 Wattle Tree Street, Holgate NSW

Pool Address: 424 Wattle Tree Street, Holgate NSW

Pool Safety Inspection

Peter Warde – BDC04783

246/806 Bourke Street, Waterloo NSW 2017

0403 266 003

WRITTEN NOTICE OF NON-COMPLIANCE

- This is advice under Section 22E of the *Swimming Pool Act 1992* (as amended) (the “Act”); that the swimming pool at the above-mentioned premises was found to not comply with the Act when inspected as part application under section 22C of the Act on Australian Standard 1926.1- 2012 & clause 30 and 31 of the swimming pool regulation 2018

On **26/10/2021**, Pool Safety Solutions inspected the swimming pool on the premises and is not satisfied that the requirements for the issuing of a Certificate of compliance have been met.

This property does / **does not** prove to be a significant risk to public safety

A copy of this notice will be forwarded to council after 6 weeks from the date of this notice if a Certificate of Compliance has not been issued for the swimming pool before that time.

The swimming pool was found to not comply with the Act for the following reasons and these should be rectified in order to comply with the requirements of Part 2 of the *Swimming Pools Act 1992*:

Start of Checklist 2012

Reason 1

As per AS1926.1-2012 (Section 2.2.2) the pool fence/ barrier with openings greater than 10 mm must not have any objects in the 300 mm non-climbable zone on the inside of the pool fence which could act as a footing and lead to unrestricted access into the pool area. Does the pool fence have a 300mm clear zone on the inside?

Notes: There there is a heavily wooded hedge on both ends of the pool and against the fence and would act as a climbable vegetation.

Non-Conforming Issues

The pool fence/ barrier has objects in the 300 mm non-climbable zone from the inside of the pool fence which could act as a footing and lead to unrestricted access into the pool area.

Rectification

Remove any objects from within the 300mm clear area or shield the pool fence being sure it is 900mm wide either side of the object trying to block, using a material that will restrict access through the inside of the fence/barrier.

Around the Fence

Reason 2

As per AS1926.1-2012 (Section 2.2.1) the height and radius arc of operation of the Non-climbable Zones around the pool fence barrier and boundary fences shall be not less than 900 mm in their relative quadrants. Within the NCZ there shall be no handholds or footholds, objects or plants that will facilitate climbing. Are all the non-climbable zones free of objects?

Non-Conforming Issues

There are objects or vegetation in one of the non-climbable zones NCZ which could potentially be used as a footing to gain access into the pool area.

Rectification

Remove or reposition the object/s or vegetation so they are out and away from the non-climbable zones NCZ shown in the diagram so they cannot be used as a potential footing to gain access into the pool area. Alternatively, you could shield the object so it cannot be accessed by increasing the fence or boundary height.

Reason 3

As per section 17 of the Swimming Pools Act 1992, a current resuscitation (CPR) must be installed which includes updated details of DRSABCD which can be easily read from a distance of 3 metres.

Non-Conforming Issues

There is no appropriate or current resuscitation (CPR) sign, including updated details of DRSABCD which can be easily read from a distance of 3 metres.

Rectification

As per section 17 of the Swimming Pools Act 1992, a new updated resuscitation (CPR) sign must be installed which includes updated details of DRSABCD which can be easily read from a distance of 3 metres.

Where the registered certifier determines to issue under the SP Act a notice of noncompliance that states the certifier is of the opinion that the pool does or does not pose a significant risk to public safety, the certifier must when doing so comply with Requirement 9 of the Code of Conduct provided in Schedule 5 of the BDC Regulation. The certifier's documented reasons per Requirement 9 are to be dated and signed by the certifier, and must competently and professionally address and reference Requirements 8, 9 and clauses (1) and (2) of Requirement 2 of the Code of Conduct and the applicable provisions of the SP Act and Regulations. A copy of the certifier's documented reasons is to be attached by the certifier to the notice retained with the records required to be kept per cl.52(b)(vi) of the BDC Regulation.

As per section 8 & 9 of the Code of Conduct

Section 8. A swimming pool safety inspector must take all reasonable steps to obtain all relevant facts.

An inspector must:

- keep informed and consider all relevant and available information when performing pool safety inspection functions
- demonstrate that all reasonable steps have been taken to obtain and document all relevant facts when performing pool safety inspection functions. For example, an inspector must take all reasonable steps to determine whether or not any exemptions, variations, appeals or alternative solutions apply to a pool.

Section 9. A swimming pool safety inspector must clearly document reasons for decisions. An inspector must keep properly documented reasons for decisions relating to their pool safety inspection functions. An inspector must, for at least five years from the date a pool is inspected, keep an adequate record of the inspection.

Examples of documentation that must be kept include:

- fact findings, for example, reliance on the results of tests carried out
- any pool safety certificate and nonconformity notice given
- details of any exemptions, variations, appeals or alternative solutions that apply to the pool
- photographs, video recordings, drawings and reports

AS 2012 - Pool Barrier Checklist

Cassandra Lin

Complete

Failed items	3	Actions	0
Pool Safety Inspection	Initial Inspection		
Document No.	000732		
Conducted on	26 Oct 2021 12:55 AEDT		
Date issued	27 Oct 2021 16:37 AEDT		
Pool Inspector's Details	Peter Warde – BDC04783		
Client's name	Cassandra Lin		
Client's Address	424 Wattle Tree St Holgate NSW		
Location	424 Wattle Tree St Holgate NSW		

Failed Items

3 failed

Audit / Fence/Barrier

As per AS1926.1-2012 (Section 2.2.2) the pool fence/ barrier with openings greater than 10 mm must not have any objects in the 300 mm non-climbable zone on the inside of the pool fence which could act as a footing and lead to unrestricted access into the pool area. Does the pool fence have a 300mm clear zone on the inside?

No

There there is a heavily wooded hedge on both ends of the pool and against the fence and would act as a climbable vegetation.



Photo 8



Photo 9



Photo 10



Photo 11



Photo 12

Audit / Around the fence

As per AS1926.1-2012 (Section 2.2.1) the height and radius arc of operation of the Non-climbable Zones 1,2,3,4 & 5 around the pool fence barrier and boundary fences shall be not less than 900 mm in their relative quadrants. Within the NCZ there shall be no handholds or footholds, objects or plants that will facilitate climbing. Are all the non-climbable zones free of objects?

No



Photo 14



Photo 15



Photo 16



Photo 17

Audit / Around the fence

As per section 17 of the Swimming Pools Act 1992, a current resuscitation (CPR) must be installed which includes updated details of DRSABCD which can be easily read from a distance of 3 metres.

No



Photo 18

Pool Barrier Checklist - Australian Standard 1926.1-2012

General Requirements according to AS1926.1-2012 where the pool and or barrier has been installed or altered after 1 May 2013.

The scope of this Swimming Pool Safety Barrier Inspection Report is to identify any non-compliant items regarding the swimming pool barrier and surrounds, and to make recommendations where any remedial or rectification works are required as identified at the time of inspection. If there is anything contained within this report that is not clear or you have difficulty understanding, please contact the inspector prior to acting on this report.

Rectification methods and instructions should be followed carefully. They are specific to your existing pool barrier at the time of inspection. Any deviations can result in the creation of new non-compliances, so please contact the inspector before commencing a different rectification method.

For example, if your instructions do not specify a need to replace any pool barrier, then do not do so without consulting your inspector first. If you are instructed to raise the height of a pool barrier, that means to raise the height of the existing pool barrier. Any new pool barrier will be tested for strength & rigidity.

If a pool is entitled to the use of an earlier standard but substantial works (barrier altered, rebuilt or constructed) have been done or are required to make the pool compliant, then the earlier standard is no longer applicable and the whole pool barrier now must meet requirements under the Australian Standard applicable AS1926.1-2012.

Is this pool subject to the requirements of the new AS1926.1-2012 standard due to alterations on the fence/ barrier being done to bring the pool up to compliance or there is no proof of date of construction for when the pool was constructed. If the pool has been built after 30 April 2013, this new standard automatically applies.

Yes



Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



Photo 7

The premises on which a swimming pool is situated must surround the pool with a child-resistant barrier that separates the swimming pool from any residential building situated on the premises and from any adjoining premises, and that it is designed, constructed, installed and maintained in accordance with the following provision of the Australian Standard S1926.1-2012 and the Swimming Pools Act 1992 (Section 7). Is there a child resistant barrier between the premises and the swimming pool (including any gates) and is it in good repair with no broken rails or palings?

Yes

As referenced in the Swimming Pools Act 1992 section 7(1a) there must be no ancillary items within the pool area which contains within its bounds any structure apart from the swimming pool and such other structures that are wholly ancillary to the swimming pool (such as diving boards and pool filtration plants which may deem the pool to be used for anything other than swimming, wading, paddling or any other human aquatic activity) Are there any items which are not ancillary to the poo

No

Fence/Barrier

1 failed

As per AS1926.1-2012 (Section 2.1) the pool fence/ barrier must not be less than 1200 mm high as it could lead to potential unrestricted access into the pool area. Is the barrier a minimum of 1200 mm measured from the external around the entirety of the pool fence/ barrier?

Yes

As per AS1926.1-2012 (Section 2.3.6, 2.3.7, 2.4.1.2) the pool fence/ barrier and gates must not have any gaps between the vertical barriers or below the barrier or gate more than 100 mm as it could potentially lead to unrestricted access into the pool area. Are all the gaps around the pool fence or barrier less than 100 mm at all points?

Yes

As per AS1926.1-2012 (Section 2.3.1) there are to be no steps, retaining walls or level changes within 500mm of the barrier which effectively reduces its height. Does the barrier maintain a 500mm exclusion zone as to not reduce the effective height of the barrier?

Yes

As per AS1926.1-2012 (Section 2.2.2) the pool fence/ barrier with openings greater than 10 mm must not have any objects in the 300 mm non-climbable zone on the inside of the pool fence which could act as a footing and lead to unrestricted access into the pool area. Does the pool fence have a 300mm clear zone on the inside?

No

There there is a heavily wooded hedge on both ends of the pool and against the fence and would act as a climbable vegetation.



Photo 8



Photo 9



Photo 10



Photo 11



Photo 12

What are the non-conforming issue/s present?

The pool fence/ barrier has objects in the 300 mm non-climbable zone from the inside of the pool fence which could act as a footing and lead to unrestricted access into the pool area.

What action or rectification work/s are required?

Remove any objects from within the 300mm clear area or shield the pool fence being sure it is 900mm wide either side of the object trying to block, using a material that will restrict access through the inside of the fence/barrier

As per AS1926.1-2012 (Section 2.2.4) when a boundary fence acts as a barrier to a pool, it must have a height no less than 1800 mm from the inside of the fence as well as a non-climbable zone formed as a 900 mm radius down from the top of the inside of the barrier as it could potentially lead to unrestricted access into the pool area from the outside in. Is the boundary fence 1800 mm minimum in height measured from the top rail to ground level on the inside of the barrier?

N/A

As per AS1926.1-2012 (Section 2.3.2) If using perforated mesh outside of non climbable zones or steel wire on fence/ barriers that are over 1200 mm high, the gaps in the material must be no larger than 100 mm as they could be used as a potential footing or handhold to gain access into the pool area. Are all the gaps no larger than 100 mm if over 1200 mm high and can the barrier sustain a lift of 100 N without leaving a gap of more than 100 mm at the bottom and can it support a weight of 25 kg without reducing the height to below 1200 mm?

N/A

As per AS1926.1-2012 (Section 3.3.1) structural components, such as panel infills, top and bottom rails, vertical rails, rods, palings, pickets and the like, shall be capable of sustaining a force of 330 N without any component breaking, showing signs of fracture or loosening so the effectiveness of the panel is impaired. Do all structural components show evidence of passing requirements for the strength and rigidity of openings?

Yes

Gate

As per AS1926.1-2012 (Section 2.4.3) hinges within NCZ must not protrude out from the barrier with a horizontal top surface depth greater than 10 mm and have an opening between the gate post and the gate stile of more than 10 mm as they could be used as a footing to gain access into the pool area. Are the hinges at least 900mm apart if they have a 10 mm or more surface depth within NCZ?

Yes

As per AS1926.1-2012 (Section 2.4.4.2) the pool gate is required to swing outwards, away from the pool area in a full arc swing of operation without interruption. Does the pool gate swing outwards, away from the pool area uninterrupted?

Yes



Photo 13

As per AS1926.1-2012 (Section 2.4.2) the pool gate must be fitted with a latch that will automatically operate on the closing of the gate and will prevent the gate from being re-opened without being manually released. Is the gate self-closing and self-latching from any position in the full arc of operation?

Yes

As per AS1926.1-2012 (Section 2.4.2.2) The release point of the latch on the pool gate/barrier must be no less than 1500 mm, unless it is on the inside of the gate, it must be 1200 mm above ground level and the latch must be at least 150 mm below the top of the gate as it could potentially lead to unrestricted access in to the pool area. Is the pool latch 1500 mm from the finished ground level or is the latch at least 150 mm from the top of the gate located on the inside of the barrier?

Yes

Yes

Are you aware that it is dangerous and against the law to prop the gate open.

Around the fence

2 failed

As per AS1926.1-2012 (Section 2.2.1) the height and radius arc of operation of the Non-climbable Zones 1,2,3,4 & 5 around the pool fence barrier and boundary fences shall be not less than 900 mm in their relative quadrants. Within the NCZ there shall be no handholds or footholds, objects or plants that will facilitate climbing. Are all the non-climbable zones free of objects?

No



Photo 14



Photo 15



Photo 16



Photo 17

What are the non-conforming issue/s present?

There are objects or vegetation in one the non-climbable zones NCZ which could potentially be used as a footing to gain access into the pool area.

What action or rectification work/s are required?

Remove or reposition the object/s or vegetation so they are out and away from the non-climbable zones NCZ shown in the diagram so they cannot be used as a potential footing to gain access in to the pool area. Alternatively, you could shield the object so it cannot be accessed by increasing the fence or boundary height.

As per AS1926.1-2012 (Section 2.6) where a window opens up directly on to the pool area, it must be totally covered by bars or a metal screen which pass a strength and rigidity test as well as being fixed to the building with fasteners that can only be removed by the use of a tool.

The openings between the window (if not permanently fixed shut) shall not be greater than 100 mm if the window ledge is not greater than 1800 mm from the ground finished level to the window sill.

Is the window opening either restricted to a 100 mm opening, have a metal screen or bars fixed to the window or is the window ledge at least 1800 mm high from the finished ground level?

N/A

As per section 17 of the Swimming Pools Act 1992, a current resuscitation (CPR) must be installed which includes updated details of DRSABCD which can be easily read from a distance of 3 metres.

No



Photo 18

What are the non-conforming issue/s present?

The pool fence/barrier is clear of any objects such as BBQs, trees, rocks, shrubs and deckchairs that could help a small child gain access into the restricted pool area.

The pool located on the property is deemed a significant risk to public safety? Where the registered certifier determines to issue under the SP Act a notice of noncompliance that states the certifier is of the opinion that the pool does not pose a significant risk to public safety, the certifier **must when doing so comply with Requirement 9 of the Code of Conduct** provided in Schedule 5 of the BDC Regulation. The certifier's documented reasons per Requirement 9 are to be dated

and signed by the certifier, and must competently and professionally address and reference Requirements 8, 9 and clauses (1) and (2) of Requirement 2 of the Code of Conduct and the applicable provisions of the SP Act and Regulations. A copy of the certifier's documented reasons is to be attached by the certifier to the notice retained with the records required to be kept per cl.52(b)(vi) of the BDC Regulation.

As per section 8 & 9 of the Code of Conduct

Section 8. A swimming pool safety inspector must take all reasonable steps to obtain all relevant facts.

An inspector must:

- keep informed and consider all relevant and available information when performing pool safety inspection functions
- demonstrate that all reasonable steps have been taken to obtain and document all relevant facts when performing pool safety inspection functions. For example, an inspector must take all reasonable steps to determine whether or not any exemptions, variations, appeals or alternative solutions apply to a pool.

Section 9. A swimming pool safety inspector must clearly document reasons for decisions. An inspector must keep properly documented reasons for decisions relating to their pool safety inspection functions. An inspector must, for at least five years from the date a pool is inspected, keep an adequate record of the inspection.

Examples of documentation that must be kept include:

- fact findings, for example, reliance on the results of tests carried out
- any pool safety certificate and nonconformity notice given
- details of any exemptions, variations, appeals or alternative solutions that apply to the pool
- photographs, video recordings, drawings and reports.

Yes

No

There are no significant risk to public safety as outlined in the report.

Results

Inspection results of the pool barrier.

Non-compliant

ADVISORY NOTE

The assessed and inspected aspects of the pool barrier identified in the above report are in accordance with the Swimming Pool Regulation 1998, Swimming Pool Act 1992 and Australian Standards - AS1926-1986, AS1926.1-2007 & AS1926.1-2012

The owner is advised that they are required to safeguard the swimming pool in accordance with the requirements of the Swimming Pool Act 1992 and associated Regulations. If the swimming pool does not comply (after a 6 week period from the date of inspection) a written notice under section 22E Swimming Pools Act 1992 indicating the items of non-compliance will be issued to the pool owner and local council.

However, if the barrier is deemed a risk to public safety, the notice will be forwarded immediately

Any defects noted in the report above are potentially life threatening and require your immediate attention. Photos, evidence and data will be retained on file under the code of conduct for pool safety inspectors, we may only release a copy of this data to an appropriate authority following national privacy principals under Commonwealth Privacy Act 1988

Signature

Pool Safety Inspector



Peter Warde

26 Oct 2021 13:21 AEDT

Contact Details

Pool Safety Solutions

Bourke Street

Waterloo, NSW 2017

Telephone: 0434 035 119

Email: admin@poolsafetysolutions.com

Web: www.poolsafetysolutions.com.au

Appendix



Photo 1



Photo 2



Photo 3

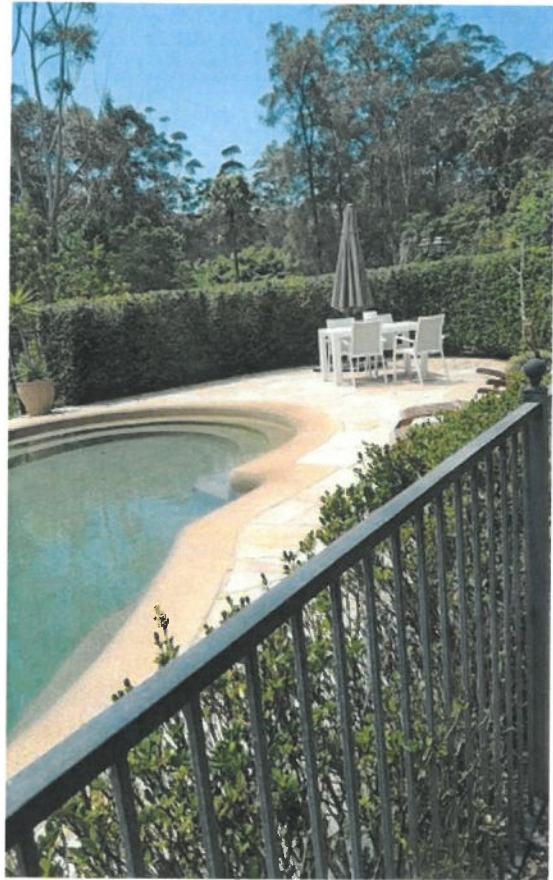


Photo 4



Photo 5



Photo 6



Photo 7



Photo 8



Photo 9



Photo 10



Photo 11



Photo 12



Photo 13



Photo 14



Photo 15



Photo 16



Photo 17



Photo 18