

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	McGrath 1/35 Alexander Street, Hunters Hill, NSW 2110	Phone: 9417 9600 Fax: 9816 8199
co-agent		
vendor	David Andrew Ballhausen and Dianne Narelle Strang	
vendor's solicitor	Avalon Law Suite 6, 27 Old Barrenjoey Road, Avalon NSW 2107 PO Box 73, Avalon NSW 2107	Phone: (02) 9918 6922 Email: claire@avalonlaw.com.au Fax: (02) 9918 9632 Ref: TB:CB:25270
date for completion land (address, plan details and title reference)	42nd day after the contract date 24 Sofala Avenue, Riverview 2066 Registered Plan: Lot 94 Plan DP 9483 Folio Identifier: 94/9483	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
attached copies	<input checked="" type="checkbox"/> HOUSE <input 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	
	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

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

buyer's agent

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

SIGNING PAGE

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

Choices

Vendor agrees to accept a **deposit-bond** NO yes

Nominated Electronic Lodgment Network (ELN) (clause 4)

Manual transaction (clause 30)

NO yes

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

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

Land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

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

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

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

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

Purchaser must make an **GSTRW payment**

NO yes (if yes, vendor must provide

(GST residential withholding payment)

details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact 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	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract Other <input type="checkbox"/> 60
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <input type="checkbox"/> 28 certificate of compliance <input checked="" type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input checked="" type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

SECTION 66W CERTIFICATE

I,

of

certify as follows:

1. I am a Solicitor currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of ***the property***, from ***the vendor*** to ***the purchaser*** in order that there is no cooling off period in relation to that contract;
3. I do not act for ***the vendor*** and am not employed in the legal practice of a solicitor acting for ***the vendor*** nor am I a member or employee of a firm of which a solicitor acting for ***the vendor*** is a member or employee; and
4. I have explained to ***the purchaser***:
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

DEFINITIONS:

the property 24 Sofala Avenue, Riverview

the vendor David Andrew Ballhausen & Dianne Strang

*the
purchaser*

Dated: _____

Signed: _____

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**
4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**
5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**
6. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.**
7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's 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)

1.1	In this contract, these terms (in any form) mean –
	<i>adjustment date</i> the earlier of the giving of possession to the purchaser or completion;
	<i>adjustment figures</i> details of the adjustments to be made to the price under clause 14;
	<i>authorised Subscriber</i> a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
	<i>bank</i> the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
	<i>business day</i> any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
	<i>cheque</i> a cheque that is not postdated or stale;
	<i>clearance certificate</i> a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
	<i>completion time</i> the time of day at which completion is to occur;
	<i>conveyancing rules</i> the rules made under s12E of the Real Property Act 1900;
	<i>deposit-bond</i> a deposit bond or guarantee with each of the following approved by the vendor –
	<ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
	<i>depositholder</i> vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
	<i>discharging mortgagee</i> any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
	<i>document of title</i> document relevant to the title or the passing of title;
	<i>ECNL</i> the Electronic Conveyancing National Law (NSW);
	<i>electronic document</i> a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
	<i>electronic transaction</i> a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
	<i>electronic transfer</i> a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
	<i>FRCGW percentage</i> the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
	<i>FRCGW remittance</i> a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
	<i>GST Act</i> A New Tax System (Goods and Services Tax) Act 1999;
	<i>GST rate</i> the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
	<i>GSTRW payment</i> a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
	<i>GSTRW rate</i> the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
	<i>incoming mortgagee</i> any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
	<i>legislation</i> an Act or a by-law, ordinance, regulation or rule made under an Act;
	<i>manual transaction</i> a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
	<i>normally</i> subject to any other provision of this contract;
	<i>participation rules</i> the participation rules as determined by the <i>ECNL</i> ;
	<i>party</i> each of the vendor and the purchaser;
	<i>property</i> the land, the improvements, all fixtures and the inclusions, but not the exclusions;
	<i>planning agreement</i> a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
	<i>populate</i> to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party* *serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

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

13 Goods and services tax (GST)

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

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

• Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
 - 32.3.2 the claim for compensation is not a claim under this contract.

24 SOFALA AVE RIVERVIEW NSW 2066

SPECIAL CONDITIONS - AGREEMENT FOR SALE OF LAND

BETWEEN: David Andrew Ballhausen and Dianne Narelle Strang

AND:

DATED:

1. The property and all improvements thereon and appurtenances thereto are sold in their present condition and state of repair and the Purchaser acknowledges that they enter into this agreement and will complete the same relying upon their own inspection, knowledge and enquiries of the same and not upon any warranty or representation made by the Vendor except such as are expressly contained herein.
2. It is hereby agreed and declared that fourteen (14) days is sufficient time for the purposes of a Notice to Complete this contract. If the vendor is entitled to and serves a Notice to Complete, the purchaser must pay to the vendor on completion the sum of \$330.00 which the parties acknowledge is a reasonable figure to cover the expenses of preparation and serving of the Notice. Payment of this sum is an essential term of this Contract and the term may be read mutatis mutandis in favour of the Purchaser.
3. If prior to completion either party should die or become insane or become bankrupt or enter into a scheme, arrangement or assignment for the benefit of creditors or being a company go into liquidation, receivership or official management then either party may by notice in writing to that Party rescind this contract.
4. The Purchaser covenants and agrees that if from any cause whatsoever not attributable to the default of the Vendor this agreement shall not be completed within the time stipulated herein as the Completion Date then without prejudice to all other rights of the Vendor hereunder the Purchaser shall thereafter pay to the Vendor interest on the unpaid balance of the purchase price at the rate of Eight per centum (8%) per annum calculated on a daily basis for the period commencing on the first day following the Completion Date and continuing up to and including the date of completion or termination of this contract (as distinct from rescission of this contract) by the Vendor as the case may be. Such interest shall be payable by the Purchaser to the Vendor on completion or the date of termination of this contract by the Vendor as the case may be.
5. The Purchaser acknowledges that it will be in order for part or whole of the deposit to be released for the Vendor to utilise as follows: -
 - (i) as a deposit on real property to be purchased by the Vendor, such deposit only to be lodged with a licensed real estate agent or solicitor who holds a current practicing certificate; and/or
 - (ii) for payment of New South Wales Transaction Stamp Duty.

6. The Purchaser warrants that the Purchaser has not been introduced to the subject property or the Vendor by any real estate agent other than the real estate agent referred to herein and shall indemnify the Vendor against any claim by any real estate agent in this respect. This clause shall not merge on completion.
7. If this matter proceeds to completion, then the interest earned on the deposit, (if it is agreed by the parties to be invested) shall be shared equally between the parties. If this matter does not proceed to completion, then the party rescinding or terminating the contract shall be entitled to all of the interest so earned on the deposit moneys.
8. The purchaser acknowledges:
 - (i) Having inspected the property and inclusions (if any) prior to entering into this agreement and relies entirely upon his inspection and does not rely upon any warranty, representation or statement made by the vendor, his agent or any other person purporting to represent the vendor in respect of the condition or state of repair of the property and inclusions and accepts the property and inclusions in their present state of repair and shall not require the vendor to contribute to the costs of or carry out any work required by any financial institution or the Council pursuant to any application for a Building Certificate under Section 149(e) of the Environmental Planning and Assessment act, or otherwise.
 - (ii) Having satisfied itself by enquiry as to whether there is any matter in relation to any building or structure on the property that would justify the making of any upgrading or demolition order (as defined in the Conveyancing (Sale of Land) Amendment (Vendor warranty Regulation 1998).
9. Each party agrees that if on completion any apportionment of outgoings required to be made under this Agreement is overlooked or incorrectly calculated the correct calculation will be made and the required party will pay such amount to the other party as is shown by such calculation to be payable. This clause shall not merge on completion.
10. FOREIGN PERSONS
 - (a) The purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act, 1975 requiring the obtaining of consent to this transaction do not apply to the purchaser or this Contract.
 - (b) If there is a breach of this warranty, the purchaser must indemnify the vendor in respect of any loss, damage, fine or legal costs incurred by the vendor as a consequence.

11. PURCHASER BEING A PROPRIETARY COMPANY

- (a) In the event of the Purchaser being a Proprietary Company this Contract shall be executed by the Purchaser Company and by the Directors of the Company who by their execution hereof shall personally both jointly and severally guarantee the performance of all terms and conditions of this Contract.
- (b) The Guarantor guarantees to the Vendor the due payment of all moneys payable under this Agreement and the due performance and observance by the Purchaser of all the covenants and conditions contained in this Agreement and on the part of the Purchaser to be performed and observed.
- (c) The Guarantor further guarantees that if the Purchaser defaults in any such payment or in the performance of any such obligation, the Guarantor will pay such moneys to the Vendor immediately on demand and will pay to the Vendor all such damages as the Vendor suffers arising from such default.
- (d) It is agreed that the liability of the Guarantor will not be affected by the granting of time or other indulgence or concessions to the Purchaser or to the Guarantor or either of them or by the compounding, compromising, release, abandonment, waiver, variation, relinquishment or renewal of any of the rights of the Vendor against the Purchaser or against the Guarantor or either of them or by any neglect or omission to enforce such rights.
- (e) This guarantee is a continuing guarantee and is to remain in force and effect until the payment of all moneys and due performance and such observance by the Purchaser of all the covenants and conditions on its part to be performed and observed in accordance with the terms of this agreement.

12. OCCUPATION BEFORE COMPLETION

Should the purchaser be granted occupation pursuant to clause 18 the following further conditions apply prior to occupation:

- (a) an appropriate rental payable by the purchaser shall be negotiated between the parties;
- (b) the purchaser is to provide evidence of appropriate insurances as required by the vendor; and
- (c) occupation is taken on the basis that a final inspection has taken place and the purchaser accepts the title to and condition of the property.

13. The purchaser hereby authorises the agent to make available the deposit to the vendor's solicitor/conveyancer to be utilised for settlement purposes only.

SPECIAL CONDITIONS FOR SALE BY AUCTION

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

Bidders record means the bidders record to be kept pursuant to clause 13 of the Property, Stock and Business Agents Regulation 2014 and section 68 of the Property, Stock and Business Agents Act 2002:

- A.** The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
- (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;
 - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
 - (c) The highest bidder is the purchaser, subject to any reserve price;
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
 - (g) A bid cannot be made or accepted after the fall of the hammer;
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- B.** The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
- (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
 - (b) Subject to subclause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announces 'vendor bid'.
- C.** The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
- (a) More than one vendor bid may be made to purchase interest of a co-owner;
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
 - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.



FOLIO: 94/9483

SEARCH DATE	TIME	EDITION NO	DATE
27/6/2025	11:57 AM	4	20/2/2012

LAND

LOT 94 IN DEPOSITED PLAN 9483
AT RIVERVIEW
LOCAL GOVERNMENT AREA LANE COVE
PARISH OF WILLOUGHBY COUNTY OF CUMBERLAND
TITLE DIAGRAM DP9483

FIRST SCHEDULE

DAVID ANDREW BALLHAUSEN
DIANNE NARELLE STRANG
AS JOINT TENANTS (T AG822319)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 B239909 COVENANT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Municipality of Lane Cove

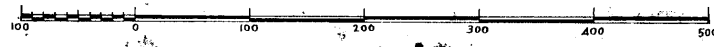
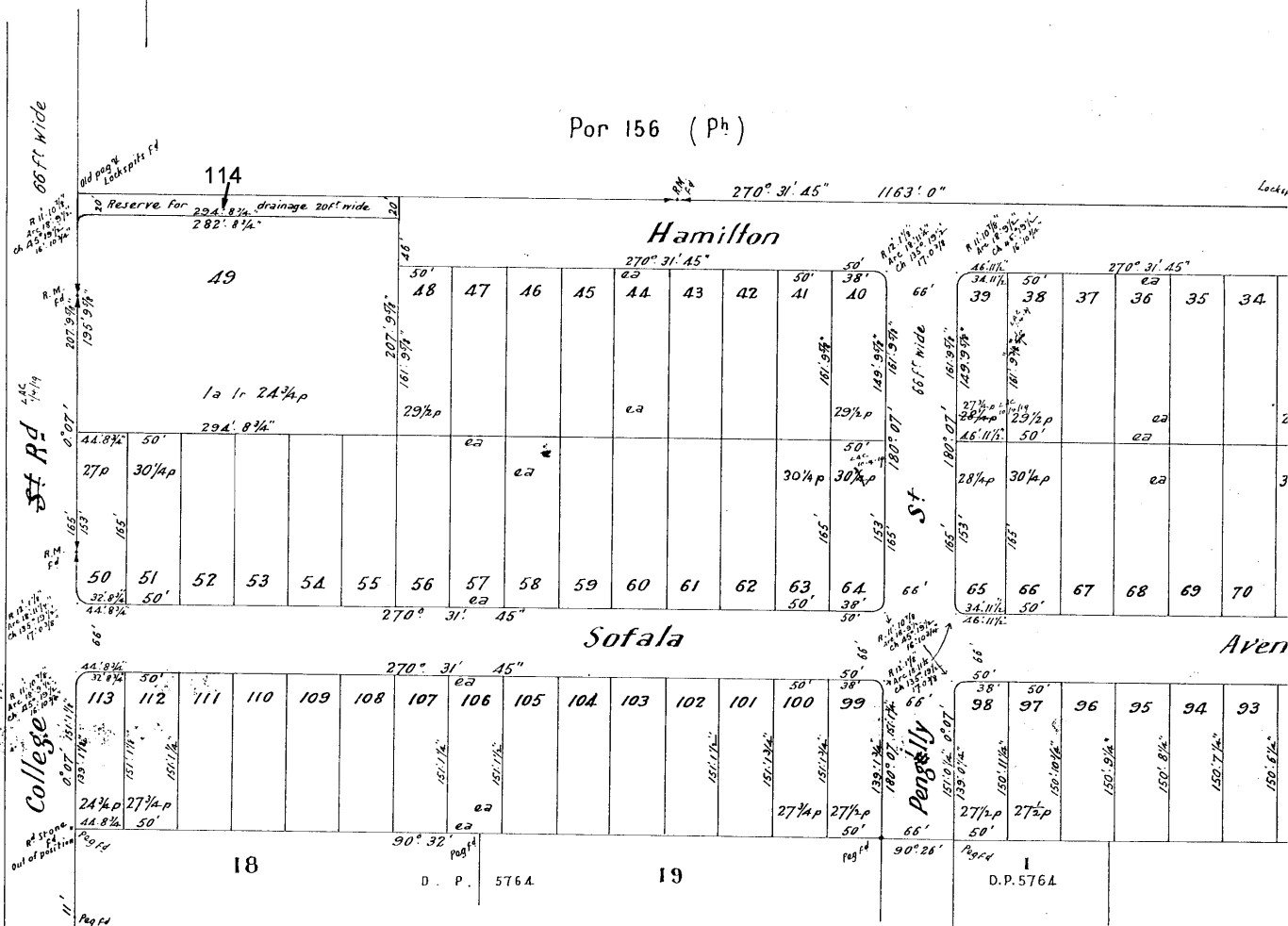
DP 9483 (E)

A447667 18.3.19

PLAN

of Portion 157 & part of 158 of Ph
Parish of Willoughby
County of Cumberland
LGA : LANE COVE

Por 156 (Ph)



Scale 100 ft to an inch
Date of Survey Novem^r 1918
Azimuth from A to B

I Louis Albert Curt,
Licensed under the Real Pro
declare that the plan hereon
the survey of the land to
immediate supervision and
believing the same to be true

Subscribed and declared a

AND EXTENT OF BOUNDARY
X
LOT 114, ADDED TO FACILITATE THE CREATION OF A FOLIO OF THE REGISTER. SEE AMENDMENT FILE 2016-138. TCB76 5-4-2016

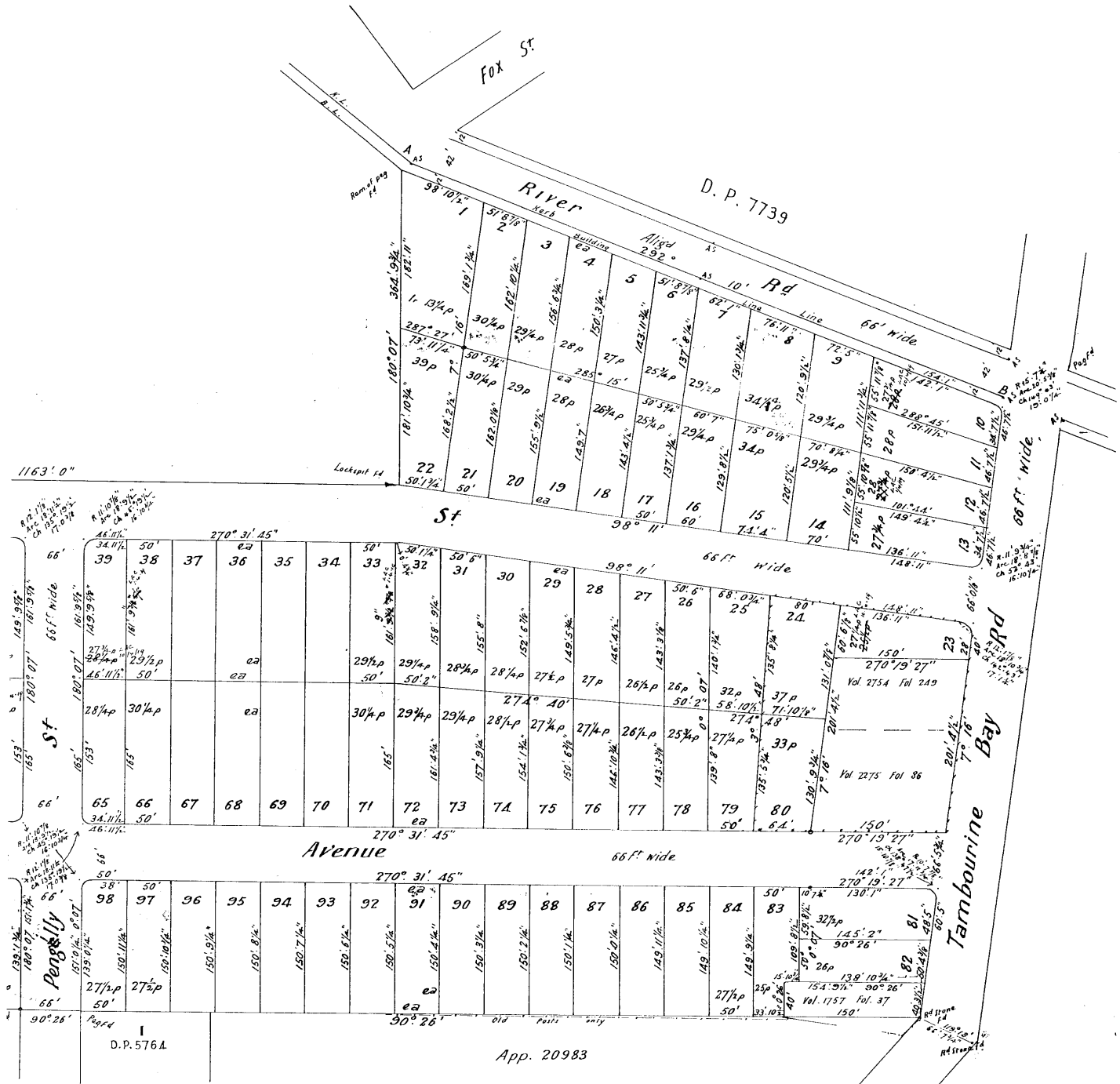
DP 9483 (E)

DP 9483

(E)

+83 (E)

and



I Louis Albert Curtis of Pitt St Sydney Licensed Surveyor specially Licensed under the Real Property Act 1900 do hereby solemnly and sincerely declare that the plan hereon is correct for the purposes of the said Act and that the survey of the land to which this plan relates was prepared under my immediate supervision and I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900

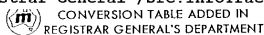
Louis A. Curtis

Subscribed and declared at Sydney before me this 27th day of Novem^r 1918

M. J. ...

J. P.

DP 9483 (E)



DP 9483

FEET INCHES	METRES
- 4 1/4	0.11
- 4 3/4	0.12
- 5 3/4	0.145
2 1 1/8	0.64
6 7 1/2	2.02
9 0 1/4	2.75
10 7 1/4	3.23
10 7 5/8	3.24
11 9 3/4	3.6
11 10 1/8	3.61
11 10 7/8	3.63
12 -	3.66
12 1 1/8	3.685
12 1 7/8	3.705
15 5 5/8	4.715
15 7 1/4	4.755
15 10 3/4	4.845
15 10 7/8	4.85
16 10 1/4	5.135
16 10 3/4	5.15
16 10 7/8	5.155
17 0 3/8	5.19
17 1 1/4	5.215
17 11 3/4	5.48
18 8 7/8	5.71
18 9 1/2	5.73
18 10 3/4	5.76
18 11 1/4	5.77
19 0 1/4	5.795
20 -	6.095
20 5 3/8	6.23
20 5 1/2	6.235
28 -	8.535
29 8 1/2	9.055
30 1 3/4	9.19
32 8 3/4	9.975
33 10 1/2	10.325
34 7 1/2	10.555
34 11 1/2	10.655
35 5 3/4	10.815
36 11	11.25
37 1 3/4	11.32
37 8 1/4	11.485
38 -	11.58
40 -	12.19
40 3 1/2	12.28
42 -	12.8
43 4 1/2	13.22
43 11 3/4	13.405
44 8 3/4	13.635
46 -	14.02
46 4 1/2	14.135
46 7 1/2	14.21
46 10 3/4	14.295
46 11 1/2	14.315
48 5	14.755
49 5 3/4	15.08
49 11 1/4	15.22
50 -	15.24
50 1 1/4	15.27
50 1 3/4	15.285
50 1 7/8	15.29
50 2	15.29
50 3 1/4	15.32
50 4 3/8	15.35
50 4 3/8	15.35
50 4 1/2	15.355
50 5 1/4	15.375
50 5 3/4	15.385
50 6	15.39
50 6 3/8	15.4
51 8 7/8	15.77
54 1 3/4	16.505
55 10 1/2	17.03
55 10 5/8	17.035
55 11 7/8	17.065
56 6 3/4	17.24

DP 9483 CONTINUED

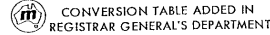
FEET INCHES	METRES
58 9 1/4	17.915
58 10 1/2	17.945
59 8 1/2	18.2
60 -	18.29
60 5	18.415
60 5 1/8	18.445
60 7	18.465
62 0 1/8	18.9
62 1	18.925
62 10 1/4	19.15
66 -	20.115
66 0 1/8	20.12
66 5 3/4	20.265
66 7 3/4	20.315
68 0 3/4	20.745
69 1 3/4	21.075
70 -	21.335
70 8 1/4	21.545
71 10 1/8	21.9
72 5	22.075
73 11 1/4	22.535
74 4	22.655
75 0 5/8	22.875
76 11	23.445
80 -	24.385
98 10 1/2	30.135
109 8 1/2	33.44
111 9 1/8	34.065
111 11 3/4	34.13
117 0 3/8	35.67
118 11 1/4	36.25
119 10 3/4	36.545
120 5 1/2	36.715
120 9 1/2	36.815
129 8 1/2	39.535
130 1	39.65
130 1 3/4	39.67
130 9 3/4	39.87
131 0 1/2	39.94
131 0 7/8	39.95
135 5 3/4	41.295
135 8 1/4	41.355
136 11	41.73
137 1 3/4	41.8
137 8 1/4	41.965
138 10 3/4	42.335
139 0 1/4	42.375
139 1 1/8	42.395
139 1 3/4	42.41
139 8	42.57
140 1 3/4	42.715
142 1	43.305
143 3 1/8	43.665
143 3 3/8	43.67
143 4 1/2	43.7
143 11 3/4	43.885
145 2	44.245
146 4 1/2	44.615
146 10 3/4	44.775
148 11	45.39
149 4 1/4	45.525
149 5 3/4	45.56
149 7	45.595
149 9 1/4	45.65
149 9 5/8	45.66
149 10 1/4	45.675
149 11 1/4	45.7
150 -	45.72
150 0 1/4	45.725
150 1 1/4	45.75
150 2 1/4	45.775
150 3 1/4	45.8
150 4 1/4	45.83
150 4 1/2	45.835
150 5 1/4	45.855
150 6 1/4	45.88
150 6 3/8	45.88



DP 9483 CONTINUED

FEET INCHES	METRES
150 7 1/4	45.905
150 8 1/4	45.93
150 9 1/4	45.955
150 10 1/4	45.98
150 11 1/4	46.005
151 0 1/4	46.03
151 1 1/8	46.055
151 1 1/4	46.055
151 1 1/2	46.065
151 1 3/4	46.07
151 11 1/2	46.315
152 6 7/8	46.505
153 -	46.635
154 1	46.965
154 1 3/4	46.985
154 9 1/2	47.18
155 8	47.445
155 9 1/2	47.485
156 6 3/4	47.72
157 9 1/4	48.09
158 9 1/4	48.395
161 4 3/4	49.195
161 9	49.3
161 9 5/8	49.315
162 0 1/8	49.38
162 10 1/4	49.64
165 -	50.29
168 2 1/2	51.27
169 1 3/4	51.56
181 10 3/4	55.44
182 11	55.75
190 11 1/4	58.2
195 9 5/8	59.68
201 4 1/2	61.38
207 9 5/8	63.34
264 8 3/4	80.69
282 8 3/4	86.18
294 8 3/4	89.83
364 9 3/4	111.19
444 8 3/4	135.55
550 1 3/4	167.68
558 10 1/2	170.35
660 7	201.35
664 -	202.39
666 -	203
771 10 1/8	235.26
1111 9 1/8	338.86
1130 1	344.45
1138 10 3/4	347.14
1142 1	348.11
1149 9 5/8	350.46
1150 -	350.52
1150 1 1/4	350.55
1150 4 1/4	350.63
1151 11 1/2	351.12
1155 8	352.25
1163 -	354.48

AC RD P	SQ M
- 24 3/4	626
- 25	632.3
- 25 3/4	651.3
- 26	657.6
- 26 1/4	663.9
- 26 1/2	670.3
- 26 3/4	676.6
- 27	682.9
- 27 1/4	689.2
- 27 1/2	695.6
- 27 3/4	701.9
- 28	708.2
- 28 1/4	714.5
- 28 1/2	720.8
- 28 3/4	727.2
- 29	733.5
- 29 1/4	739.8



DP 9483 CONTINUED

AC RD P	SQ M
- 29 1/2	746.1
- 29 3/4	752.5
- 30	758.8
- 30 1/4	765.1
- 30.55	772.7
- 32	809.4
- 32 1/2	822
- 33	834.7
- 34	860
- 34 1/4	866.3
- 37	935.8
- 39	986.4
- 1 13 1/4	1347
1 1 24 3/4	5685



B239909G

MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900.)

I, William Stoneham Morgan of Sydney Merchant

2015 MAY 29 2015
SOUTH AUSTRALIA

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 sixty seven pounds ten shillings

(£67-10-0) (the receipt whereof is hereby acknowledged) paid to me by

John Edward Sebay of None Bank Liverpool and in consideration of one hundred and seven pounds ten shillings (£107-10-0) (the receipt whereof is hereby acknowledged) paid to the said John Edward Sebay by Margaret Ann Ismay of Artarmon wife of Joshua Ismay of the same place Bricklayer, the said Margaret Ann Ismay being (herein called transferee)

do hereby transfer to the said transferee by the direction of the said John Edward Sebay

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

(c) County.	Parish.	State if Whole or Part.	Vol.	Fol.
Cumberland ✓	Melloughly ✓	Part being lot 94 on Deposited Plan No 9483 ✓	3586 ✓	12 1

And the transferee covenants with the transferror that she will not dig or remove from the land herewith described any clay or other material for the manufacture of bricks tiles pottery or similar purpose And that she will not erect or build or permit to be erected or built on the above lot any main building of a value of less than four hundred pounds (£400) any such building to be of stone or brick or other material to be approved by the London Bank of Australia Limited of the order. And that the cost of obtaining any necessary consent of the London Bank of Australia Limited under the above covenant shall be borne and paid by the transferee her heirs executors administrators or assigns

The land to which the benefit of the above covenant is intended to be appurtenant is the land comprising lots shown on the said Deposited Plan other than the land hereby transferred

The land which is to be subject to the burden of such covenant is the land hereby transferred

This covenant may be released varied or modified by the transferror and the London Bank of Australia Limited

ENCUMBRANCES, &c., REFERRED TO.*

Subject to the covenants contained in Transfer No A.355293

Signed at Sydney the 29th day of May 1915.
(Signed in my presence by the transferror)
WHO IS PERSONALLY KNOWN TO ME

Mr. P. G. King JP

W. S. Morgan
Transferror.*

(Signed in my presence by the said John Edward Sebay who is personally known to me)
A. Grace
Solicitor Melbourne

I direct the within transfer
J. M. B. Sebay

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
A. Grace

M. A. Ismay
Transferee.

AP

If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm. Alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

59223 B

CONSENT OF MORTGAGEE

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.

Dated at this day of 192 } Mortgagee.
 Signed in my presence by }
 who is personally known to me. }

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the day of 192
 Signed at the place and on the date above-mentioned, in the presence of—

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

FORM OF DECLARATION BY ATTESTING WITNESS.

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

May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

BY 4 JUL 1925
 CHECKED BY

MEMORANDUM OF TRANSFER of

Acres roods perches.
Lot 94 DP 9483
Shire Lane Cove
Municipality
Parish (Subject to County)
Margaret Ann Lemay Transferee.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, etc.

Particulars entered in Register Book, Vol. 3586 Fol. 12

the 21st day of July 1925
 at 4 minutes pt 1 o'clock in the after noon.

W. H. Williams
 Registrar General

B 239909

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch ...	<u>W.H.</u>	<u>21 JUL 1925</u>
Received from Records	<u>W.H.</u>	<u>20.7.25</u>
Draft written ...	<u>W.H.</u>	<u>28.7.25</u>
Draft examined ...	<u>W.H.</u>	<u>27.7.25</u>
Diagram prepared	<u>W.H.</u>	<u>28.7.25</u>
Diagram examined	<u>W.H.</u>	<u>28.7.25</u>
Draft forwarded	<u>W.H.</u>	<u>28.7.25</u>
Supt. of Engrossers	<u>W.H.</u>	<u>29 JUL 1925</u>
Cancellation Clerk	<u>W.H.</u>	<u>29 JUL 1925</u>
VOL. 3757 FOL. 49		
Diagram Fees ...		
Additional Folios ...		



If the parties are resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles or the Deputation, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting Consul, Pro-consul or Consular Agent, 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.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and £1 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferrer may take out a new Certificate for the residue.

PLANNING CERTIFICATE

Under Section 10.7 Environmental Planning and Assessment Act, 1979

Applicant:

InfoTrack Pty Ltd

GPO Box 4029

SYDNEY NSW 2001

Date of Issue: 27/06/2025

Council Reference: 308903

Applicant Reference: 25270

Certificate No: 913

Property address: 24 Sofala Avenue RIVERVIEW NSW 2066

Description: Lot: 94 DP: 9483

Property Reference: 11035

INFORMATION PROVIDED PURSUANT TO SECTION 10.7(2) & (5) OF THE ACT

The planning information contained in this certificate applies specifically to the land.

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To authenticate this certificate visit <http://www.lanecove.nsw.gov.au/CertCheck>

Cert. #:913, Page 1 of 12

 48 Longueville Road, Lane Cove NSW 2066

 PO Box 20 Lane Cove NSW 1595

 02 9911 3555

 www.lanecove.nsw.gov.au

 service@lanecove.nsw.gov.au

 ABN 42 062 211 626

PART 2:

Sec: 1 Names of relevant planning instruments and Development control plans

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

Lane Cove Local Environmental Plan 2009 - gazetted on 19 February 2010

State Environmental Planning Policy (Biodiversity and Conservation) 2021 – gazetted 2 December 2021; effective 1 March 2022.

State Environmental Planning Policy (Resilience and Hazards) 2021 – gazetted 2 December 2021; effective 1 March 2022.

State Environmental Planning Policy (Industry and Employment) 2021 – gazetted 2 December 2021; effective 1 March 2022.

State Environmental Planning Policy (Sustainable Buildings) 2022 - gazetted 29 August 2022; effective from 1 October 2023.

State Environmental Planning Policy (Housing) 2021 – gazetted 2 December 2021; effective 1 March 2022.

State Environmental Planning Policy (Transport and Infrastructure) 2021 – gazetted 2 December 2021; effective 1 March 2022.

State Environmental Planning Policy (Exempt & Complying Development Codes) - gazetted 12 December 2008.

State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021 – gazetted 2 December 2021; effective 1 March 2022.

State Environmental Planning Policy (Planning Systems) 2021 – gazetted 2 December 2021; effective 1 March 2022.

Lane Cove Development Control Plan, effective 22 February 2010

- (2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.
- (3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—
- (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
 - (b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.
- (4) *proposed environmental planning instrument* means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

Sec: 2 Zoning and land use under relevant planning instruments**(a) The land is zoned: Low Density Residential R2****(b) Objectives of zone**

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To retain, and where appropriate improve, the existing residential amenity of a detached single family dwelling area.
- To encourage new dwelling houses or extensions of existing dwelling houses that are not highly visible when viewed from the Lane Cove River or Parramatta River.
- To ensure that landscaping is maintained and enhanced as a major element in the residential environment.

(i) Permitted without consent

Home occupations

(ii) Permitted with consent

Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Group homes; Health consulting rooms; Home businesses; Home industries; Hospitals; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Respite day care centres; Roads; Signage; Tank-based aquaculture

(iii) Prohibited

Any development not specified in item (i) or (ii)

(c) Whether additional permitted uses apply to the land

NO

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

No

(e) whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*,

NO

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

NO

(g) whether an item of environmental heritage, however described, is located on the land.

NO

Sec: 3 Contribution plans

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

Lane Cove Section 94 Contributions Plan (now known as Section 7.11 Contributions Plan).

- (2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area.
NO

Sec: 4 Complying development

- (1) If the land is land on which complying development may be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.
- (2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—
- (a) a restriction applies to the land, but it may not apply to all of the land, and
 - (b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

(1) Complying development may be carried out on the land as a whole under the SEPP in accordance with the following Codes (unless the land is excluded elsewhere in this Section):- Housing Code, Housing Alterations Code, General Development Code, Subdivision Code, Demolition Code and/or Fire Safety Code.

(2) Not applicable.

PLEASE NOTE: Under Section 1.18(1)(b) of the Exempt and Complying Development Code, subdivision is NOT PERMITTED on land on which a dual occupancy is erected or proposed to be erected. For the purposes of the Low Rise Housing Diversity Code, minimum lot sizes for all types of dual occupancy are contained within Council's Local Environmental Plan.

(3) Not applicable

Sec: 5 Exempt development

- (1) If the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

Exempt development may be carried out on the land under the SEPP.

- (2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

Exempt development may be carried out on the land as a whole under the SEPP.

- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—

- (a) a restriction applies to the land, but it may not apply to all of the land, and
(b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

Not applicable

- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

Not applicable

Sec: 6 Affected building notices and building product rectification orders

- (1) Whether the council is aware that—

- (a) an affected building notice is in force in relation to the land, or
NO
(b) a building product rectification order is in force in relation to the land that has not been fully complied with,
or
NO
(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.
NO

- (2) In this section—

affected building notice has the same meaning as in the *Building Products (Safety) Act 2017*, Part 4.
building product rectification order has the same meaning as in the *Building Products (Safety) Act 2017*.

Sec: 7 Land reserved for acquisition

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

NO

Sec: 8 Road widening and road realignment

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

- a) the *Roads Act 1993*, Part 3, Division 2, or
Not affected by road widening
- b) Any environmental planning instrument, or
NO
- c) Any resolution of the council:
NO

Sec: 9 Flood related development controls

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.
The Lane Cove Development Control Plan - effective 22 February 2010 - applies
- (2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.
The Lane Cove Development Control Plan - effective 22 February 2010 - applies
- (3) In this section—
flood planning area has the same meaning as in the Floodplain Development Manual.
Floodplain Development Manual means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.
probable maximum flood has the same meaning as in the Floodplain Development Manual.

Overland Flow

A study is currently being undertaken to determine exact locations subject to overland flow in the Municipality of Lane Cove. Until such time as Council has completed this work, property owners should conduct their own investigations to be satisfied that this property is not affected by overland flow.

Sec: 10 Council and other public authority policies on hazard risk restrictions

- (1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

Land slip:
NO

Bushfire:
See Section 11.

Tidal inundation:
NO

Subsidence:
NO

Acid Sulphate soils:
NO

- (2) In this section—
adopted policy means a policy adopted—
(a) by the council, or
(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

Sec: 11 Bushfire prone land

The land is not identified on the Lane Cove Bushfire Prone Land Map dated 9 August 2022.

Sec: 12 Loose-fill asbestos insulation

If the land includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.

- Some residential homes located in the Local Government Area have been identified as containing Loose Fill Asbestos Insulation (LFAI) , for example in the roof space
- NSW Fair Trading maintains a Register of these homes that are affected by Loose Fill Asbestos Insulation. This register can be found on NSW Fair Trading's website –

[Loose-fill asbestos insulation register | NSW Fair Trading](#)

You should make your own enquiries as to the age of the buildings on the land to which this certificate relates to confirm the status of the property.

Sec: 13 Mine subsidence

Whether the land is declared to be a mine subsidence district, within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

NO

Sec: 14 Paper subdivision information

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

Not applicable

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

Not applicable

- (3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

Sec: 15 Property vegetation plans

Not applicable.

Sec: 16 Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

Not applicable.

Note—

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

Sec: 17 Biodiversity certified land

If the land is biodiversity certified land under the *Biodiversity Conservation Act 2016*, Part 8, a statement to that effect.

Not applicable.


To authenticate this certificate visit <http://www.lanecove.nsw.gov.au/CertCheck>

Cert. #:913, Page 8 of 12


 48 Longueville Road, Lane Cove NSW 2066

 PO Box 20 Lane Cove NSW 1595

 02 9911 3555

 www.lanecove.nsw.gov.au

 service@lanecove.nsw.gov.au

 ABN 42 062 211 626

Note—

Biodiversity certified land includes land certified under the *Threatened Species Conservation Act 1995*, Part 7AA that is taken to be certified under the *Biodiversity Conservation Act 2016*, Part 8.

Sec: 18 Orders under Trees (disputes Between Neighbours) Act 2006

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

NONE

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

- (1) If the *Coastal Management Act 2016* applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works.

Not applicable

- (2) In this section—

existing coastal protection works has the same meaning as in the *Local Government Act 1993*, section 553B.

Note—

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

Sec: 20 Western Sydney Aerotropolis

Not applicable

Sec: 21 Development consent conditions for seniors housing

If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).

NO

Sec: 22 Site compatibility certificates and development consent conditions for affordable rental housing

- (1) Whether there is a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—

- (a) the period for which the certificate is current, and
(b) that a copy may be obtained from the Department.

NO

In this section—

former site compatibility certificate means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

Sec: 23 Water or sewerage services

If water or sewerage services are, or are to be, provided to the land under the [Water Industry Competition Act 2006](#), a statement to that effect.

NO

Note—

A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the [Water Industry Competition Act 2006](#), a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the [Water Industry Competition Act 2006](#) is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the [Water Industry Competition Act 2006](#) become the responsibility of the purchaser.

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

- a) That the land to which the certificate relates is significantly contaminated land within the meaning of that Act – if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,
NO
- b) That the land to which the certificate relates is subject to a management order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,
NO
- c) That the land to which the certificate relates is subject of an approved voluntary management proposal within the meaning of that Act – if it is the subject of such an approved proposal at the date when the certificate is issued,
NO
- d) That the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,
NO

- e) That the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act – if a copy of such a statement has been provided at any time to the local authority issuing the certificate.
NO

Council records do not have sufficient information about the uses (including previous uses) of the land which is the subject of this Section 10.7 certificate. To confirm that the land hasn't been used for a purpose which would be likely to have contaminated the land, parties should make their own enquiries as to whether the land may be contaminated.

For further information, please contact the Strategic Planning Department on 9911 3612.

**Part 5:
ADDITIONAL INFORMATION PROVIDED UNDER SECTION 10.7(5) OF THE ACT**

The instruments and the plans should be examined in relation to the specific restrictions which may apply to any development which may be proposed.

The land is subject to a Tree Preservation Order, details of which are available at Council's Customer Service Centre.

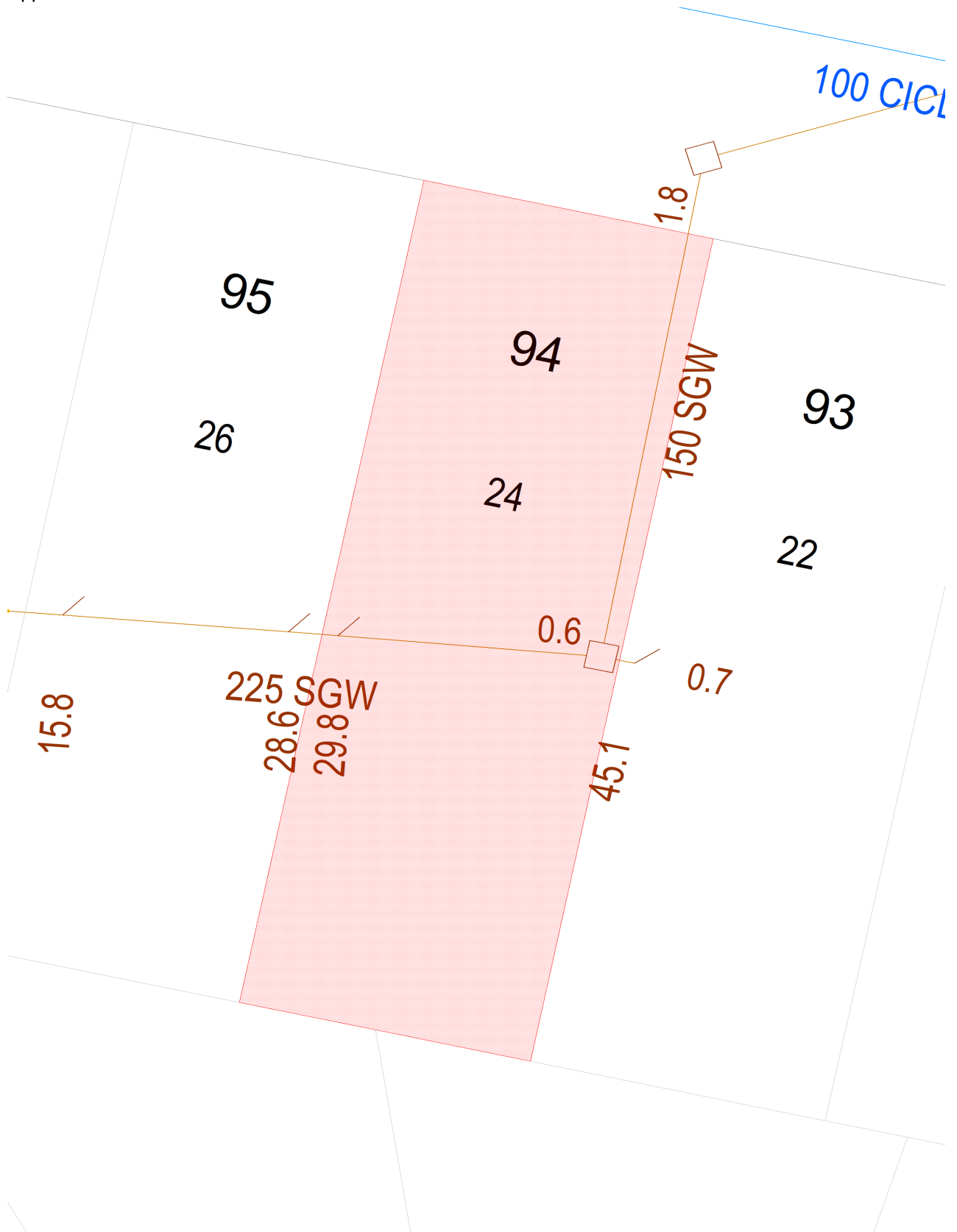
The Register of Consents may be examined at Council's Customer Service Centre for particulars relating to development consents which may have been issued for the use or development of the land.

Enquiries regarding Arterial Road Reservations and Regional Open Space should be directed to the Roads and Traffic Authority and Department of Planning respectively.

The information provided concerning the Coastal Management Act 2016 is only to the extent that the Council has been notified by the Department of Public Works and Services.

For more information, please contact the Strategic Planning Department on 9911 3555

Service Location Print
Application Number: 8004413963



Document generated at 27-06-2025 12:10:54 PM

Disclaimer

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

Asset Information

Legend

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

Disclaimer

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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

Sewer Service Diagram

Application Number: 8004413964

HS.73G

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
DIAGRAM OF SANITARY DRAINAGE
 Diagram No. 44169

Municipality of *Lane Cove* SEWER AVAILABLE

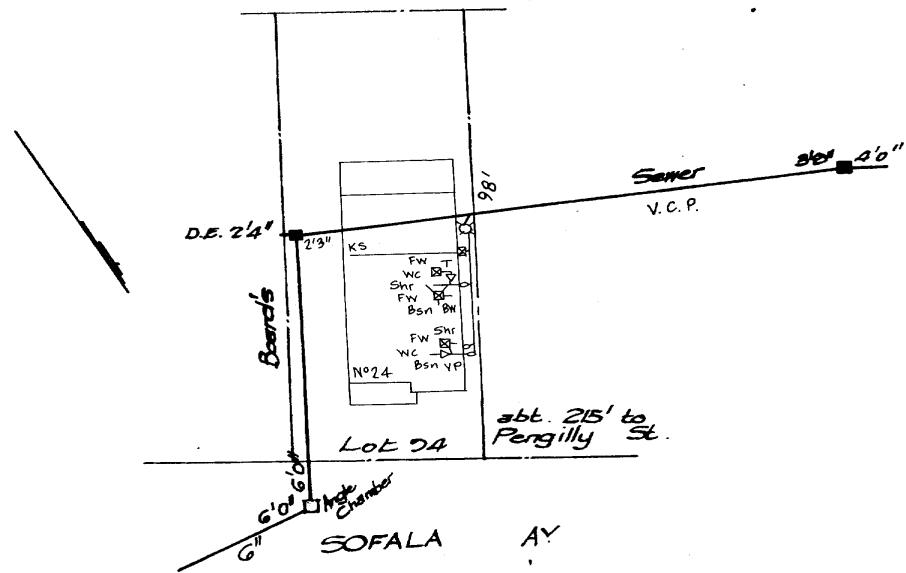
SYMBOLS AND ABBREVIATIONS

□ Boundary Trap	■ RV. Reflux Valve	L.P. Induct Pipe	Bsn. Basin
■ Pit	○ VERT. Vertical Pipe	M.F. Mica Flap	Shr. Shower
■ GI Grease Interceptor	○ V.P. Vent. Pipe	T. Tubs	W.I.P. Wrought Iron Pipe
■ Gully	○ S.V.P. Soil Vent. Pipe	K.S. Kitchen Sink	C.I.P. Cast Iron Pipe
■ P. Trap	○ D.C.C. Down Cast Cowl	W.C. Water Closet	F.W. Floor Waste
■ RS Reflux Sink		B.W. Bath Waste	W.M. Washing Machine

Existing drainage shown by black lines Scale: 40 Feet to an inch

Proposed new drainage shown by full blue lines.

This diagram is the property of the Owner and is to be returned to him on completion of the work.
 Subject to application, certificates for drainage and sanitary plumbing will be issued to the owner when the work is completed and passed by the Board's Inspector.
 The Board accepts no responsibility for the suitability of the diagram in relation to the eventual position of the Board's sewer.
 When the sewer becomes available it will be necessary to apply for a revised diagram.
 This work must be carried out in accordance with the Board's By-laws.



132

SHEET No. 2279

19
FOR ENGINEER-IN-CHIEF

		OFFICE USE ONLY		25 388			
		DATE	Inspector	FIRST VISIT	SUPERV'SN	PASSED	DATE
W.C.	Designed by	/ /		/ /	/ /	/ /	/ /
Bth	Inspector	/ /		/ /	/ /	/ /	/ /
Shr		/ /		/ /	/ /	/ /	/ /
Bsn	Examined by	/ /		/ /	/ /	/ /	/ /
K.S		/ /		/ /	/ /	/ /	/ /
T	Chief Inspector	/ /		/ /	/ /	/ /	/ /
Pig		/ /		/ /	/ /	/ /	/ /
Dge.Int.	DESIGN	/ /		/ /	/ /	/ /	/ /
Dge.Ext		/ /		/ /	/ /	/ /	/ /

OFFICE USE ONLY

Date

Outfall

HL

LL

Drainer

Boundary Trap required.

COMPENSATION - MH. AC. VS.

File. HOV. \$

Disclaimer

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

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C – Swimming Pools Act 1992

Pool No:	18287e8a
Property Address:	24 SOFALA AVENUE RIVERVIEW
Date of Registration:	16 July 2025
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: 18287e8a
Property address: 24 SOFALA AVENUE RIVERVIEW
Date of inspection: 16 July 2025
Expiry date: 16 July 2026
Issuing authority: Granville Harris - Registered Certifier - bdc04861

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 checked="" type="checkbox"/>	Doors	<input type="checkbox"/>
Fence height	<input checked="" type="checkbox"/>	Fence panels/gaps	<input checked="" type="checkbox"/>
Gate closure	<input checked="" type="checkbox"/>	Gate latch	<input type="checkbox"/>
Non-ancillary structure	<input 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.



Certified Pool

Northside
1/233-237 Military Road
Cremorne N.S.W. 2090
Phone (02) 9953-6700

Eastside
203 New South Head Rd
Edgecliff N.S.W. 2027
Phone (02) 9368-0986

Info@certifiedpool.com.au
www.certifiedpool.com.au
ABN 19 658 996 546



2023 Certified Pool
Best Swimming Pool
Safety Compliance Specialists
Australia



ADDRESS OF POOL	24 Sofala Ave Riverview
TITLE REFERENCE	LOT 94 DP9483
LOCAL GOVERNMENT AREA	Lane Cove
OWNER OF LAND	Strang & Ballhausen
INSPECTION DATE	16 th July 2025
REPORT DATE	16 th July 2025
POOL INSPECTOR	Granville Harris
REGISTRATION NUMBER	BDC04861

NOTICE UNDER SECTION 22E OF THE SWIMMING POOL ACT 1992 (NSW)

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1. SUMMARY

The swimming pool is situated at the rear of the residence and positioned toward the South-Eastern portion of the property. It is isolated by two boundary barriers and two internal barriers.

The Swimming Pools Act 1992, requires that a swimming pool is at all times surrounded by a child-resistant barrier:

(a) that separates the swimming pool from any residential building situated on the premises and from any place (whether public or private) adjoining the premises, and

(b) that is designed, constructed, installed and maintained in accordance with the standards prescribed by the regulations.

The Swimming Pools Regulation states that:

Barriers built after 1st May 2013 are to be assessed against Australian Standard 1926.1 -2012.

Barriers built between 1st September 2008 and 30th April 2013 may be assessed against Australian Standard 1926.1 – 2007 provided that they have not undergone any substantial change and continue to meet the requirements of the Standard save any minor maintenance matters. If the barriers have been changed / modified or not maintained, then they are to be assessed against Australian Standard 1926.1 – 2012.

Barriers built before 1st September 2008, may be assessed against Australian Standard 1926.1 – 1986 provided that they have not undergone any substantial change and continue to meet the requirements of the Standard save any minor maintenance matters. If the barriers have been changed / modified or not maintained, then they are to be assessed against Australian Standard 1926.1 – 2012.

Inspections are carried out under section 22C of the Act at the request of the owner or representative (for example: their Acting Agent, Solicitor, Conveyancer etc.)

If compliance cannot be established with any Standard, the barriers must be assessed to AS 1926.1 – 2012. As is the Case.

Any non-compliant items are identified in bold within this report.

This Standard requires barriers to stand at least 1200mm in height measured on the outside. If a boundary fence is used as a pool barrier it must stand at least 1800mm in height measured on the inside.

Gates must be outward opening, self-closing and self-latching from any point in their arc. Gate latches must be at least 1500mm from finished ground level or in the case of a solid barrier such as glass, at least 150mm below the top of the barrier on the pool side.

Openings in a pool barrier must not exceed 100mm.

If hinges are more than 10mm wide and/or create a gap with the gate post of more than 10mm they must be mounted more than 900mm apart.

The Standard mandates a number on non-climbable zones around pool barriers. In summary these are:

Internal Barriers:

Non-climbable zone #1 is a vertical plane of 900mm on the outside face of the barrier clear of climbing hazards.

Non-climbable zone #2 is a quadrant of 900mm radius measured from the top of the barrier downwards on the outside of the barrier.

Non-climbable zone #3 is a quadrant of 900mm radius on the outside of the barrier, created up from the top of the barrier extending upwards 90 degrees.

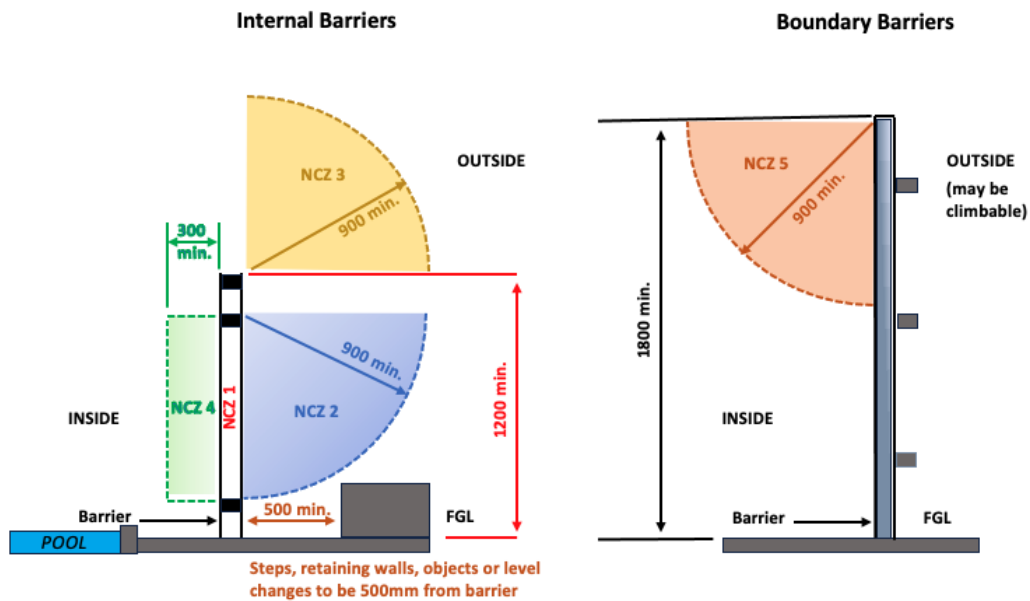
Non-climbable zone #4 is required on all barriers with vertical openings 10–100 mm in width. It is a 900mm high by 300 mm deep rectangular space on the inside of the barrier that aligns with non-climbable zone #1.

Internal barriers standing 1800mm or more in height do not require non-climbable zones.

Boundary Barriers:

Boundary barriers require a non-climbable zone #5 which is a quadrant

of 900mm radius measured down from the top of the barrier on the pool side.



NOTE: Landscaping, associate lighting & any other fixtures or furniture is not to intrude into the Non-Climbable Zone (NCZ)

2. STATEMENT OF RISK

Where a Swimming Pool or Spa fails to meet the criteria for a Certificate of Compliance to be issued, Section 22E of the Swimming Pools Act requires a Certifier to notify the local authority of the Non-Compliant Pool;

(i) immediately, if the accredited certifier is of the opinion that the swimming pool poses a significant risk to public safety, or

(ii) six weeks after the date of inspection (or such other time as may be prescribed by the regulations) if rectification/s have not been effected and a Certificate of Compliance has not been issued for the swimming pool before that time.

I do not consider the pool to pose a significant risk to public safety.

3. BARRIER COMPLIANCE

3.1. Northern barrier

This is an internal barrier, formed by a glass panel fence standing in excess of 1200mm in height. **There is a panel that has dropped within its frame at the intersection of the Eastern boundary and creates a gap greater than 100mm at this point. Non-compliant with Section 2.3.6 of the Standard (re vertical gaps).** There are no other gaps between the panels, or below the barrier, greater than 100mm that could be measured. **There are two planters at the intersection with the Eastern barrier and these intrude the NCZ 2 of the barrier. Non-compliant with Section 2.2.2 (b) of the Standard (re 900mm NCZ see diagram above).** See Fig. 1

This barrier also contains an outward opening, self-closing and self-latching gate (**tested Non-operational through its opening arc, including from resting on the latch**). **Non-compliant with 2.4.1.2 of the Standard (re Gates being fitted with self-closing devices).** Standing in excess of 1200mm in height. There are no gaps below the gate panel, greater than 100mm, that could be measured. The latch is situated on the pool side and positioned in excess of 150mm below the top of the gate. The latch gap is no greater than 10mm, that could be measured. The hinges are greater than 900mm apart when measured top-to-top. See Fig. 2

3.2. Eastern barrier

This is a boundary barrier, formed by a timber paling fence standing less than 1800mm in height. There is also hedgerow of mature trees along the boundary which intrude the NCZ 5. **Therefore, The barrier is not compliant with Section 2.2.4 which states:** *“Where a boundary fence acts as a barrier to a pool, it shall have a height not less than 1800mm on the inside and NCZ5 formed as a quadrant of 900mm radius down from the top of the inside of the barrier.”*

There are no gaps between the palings, or below the barrier, greater than 100mm that could be measured.

See Fig. 3

3.3. Southern barrier

This is a boundary barrier, formed by a timber paling fence standing less than 1800mm in height. There is Leighton Greens hedgerow of mature trees greater than 500mm inside the boundary. However, they intrude the NCZ 5. **Therefore, The barrier is not compliant with Section 2.2.4 which states:** *“Where a boundary fence acts as a barrier to a pool, it shall have a height not less than 1800mm on the inside and NCZ5 formed as a quadrant of 900mm radius down from the top of the inside of the barrier.”*

There are no gaps between the palings, or below the barrier, greater than 100mm that could be measured.

See Fig. 4

3.4. Western barrier

This is an internal barrier, formed by a glass panel fence standing in excess of 1200mm in height. There are no gaps below the barrier greater than 100mm that could be measured. **However, there is a gap greater than 100mm at the intersection with the Southern boundary. Non-compliant with Section 2.3.6 (re vertical gaps greater not being greater than 100mm).**

There is a mature hedging at the height of and adjacent to the barrier intruding the NCZ 2.

See Fig. 5

This barrier also contains an outward opening, self-closing and self-latching gate **(tested Non-operational through its opening arc, including from resting on the latch). Non-compliant with 2.4.1.2 of the Standard (re Gates being fitted with self-closing devices).** Standing in excess of 1200mm in height. There are no gaps below the gate panel, greater than 100mm, that could be measured. The latch is situated on the pool side and positioned in excess of 150mm below the top of the gate. The latch gap is no greater than 10mm, that could be measured. The hinges are greater than 900mm apart when measured top-to-top.

See Fig. 6

3.5. General

There is not a current CPR sign on display within the pool area compliant with Part 3 of the Swimming Pool Regulations 2018. See Annexure: A

4. RECOMMENDATIONS

4.1. Northern barrier

- 1) There is a gap greater than 100mm at the intersection with the Eastern boundary.

Possible Solution

- a) As it appears that the glass panel has dropped within its frame. The gap might possibly be corrected with the replacing of the glass panel in its frame and securing. If the gap still remains after this, then an infill panel of timber could be attached to the boundary fence to ensure no gaps greater than 100mm exist.
- 2) There are planter pots within the NCZ 5 of the barrier and these are required to be relocated or moved to be greater than 500mm away from the glass fence.
- 3) The gate appears to be dropping on the hinges and not self-closing.

Possible Solution

- a) A glass fencing trade should be consulted to rectify.

4.2. Eastern barrier

- 1) The boundary is below the required 1800mm in height and there is a mature hedgerow between the boundary fence and the pool hob/water feature.

Possible Solution

- a) Increase the height of the boundary fence to 2600mm in height and trim the trees down to a level where they no longer intrude the NCZ 5 (see diagram above) of the new barrier.
Or
- b) Remove the trees (Council permission may be required if trees are to be removed) and construct a new boundary fence at a minimum height of 1800mm measured on the pool side. Then

plant non-climbable palms, bamboo or soft planting along the fence line.

See Annexure: B

4.3. Southern barrier

- 1) The boundary is below the required 1800mm in height and there is a mature hedgerow between the boundary fence and the pool hob.

Possible Solution

- a) As there is space between the boundary fence and the hedgerow (approximately 800mm). To save the Leighton Greens as they are; It is possible to construct an internal barrier inside the existing boundary fence and to a height of 1800mm. which complies to Section 2.2.3 of the Standard. Which states: *“Barriers not less than 1800mm in height shall not require a NCZ and may be climbable on either or both sides.”*

See Annexure: C

4.4. Western barrier

- 1) There is a gap greater than 100mm between the glass barrier and the Southern boundary fence.

Possible Solution

- a) This gap could be closed to no greater than 1000mm with a suitable timber infill panel affixed to the boundary fence.
- 2) There is a thicket hedgerow along and adjacent to the glass barrier which intrudes the NCZ 2 of the barrier.

Possible Solution

- a) Replace the hedgerow with a soft planting alternative.
Or
- b) Extend the existing glass barrier to become an internal 1800mm barrier and save the hedgerow.

See Annexure: D

- 3) The gate appears to be dropping on the hinges and not self-closing.

Possible Solution

- a) A glass fencing trade should be consulted to rectify.

4.5. General

The Swimming Pools Regulation 2018 requires all pool owners to have a current version CPR Sign situated in a prominent position in the immediate vicinity of the pool. All signs need to be of a size which allows it to be read from a distance of 3 metres. The wording within the instructions of the sign must include "...Actively Supervised..."

See Annexure: A

In accordance with section 22E of the Swimming Pool Act 1992 (NSW), if considering rectification and a re-inspection, it should be carried out in a timely manner prior to 42 days.

Failure to address these non-compliance issues within 42 days will require notification to Lane Cove Council.

5. PHOTOS

Figure 1 – Northern Barrier



Figure 2 – Northern Barrier Gate



Figure 3 – Eastern Barrier – Showing Proximity of Hedgerow To Barrier & Pool



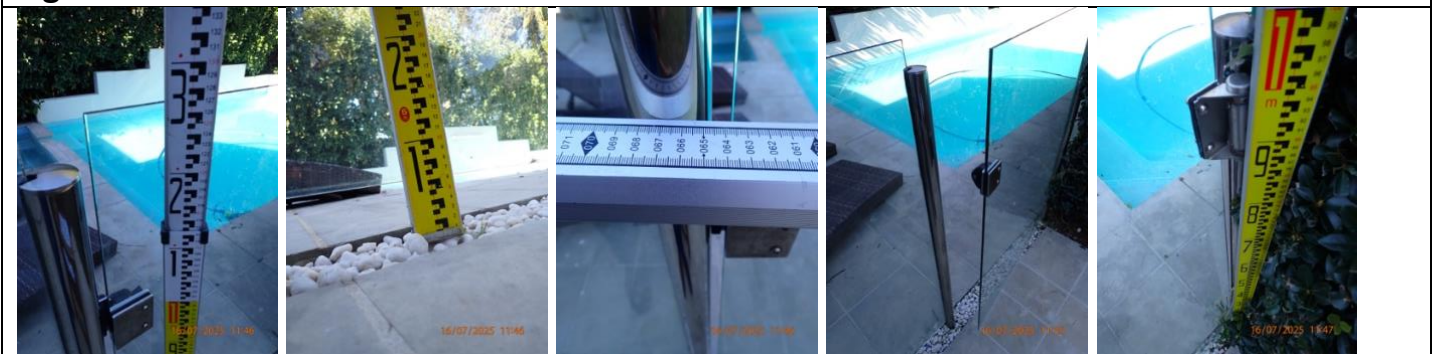
Figure 4 – Southern Barrier



Figure 5 – Western Barrier

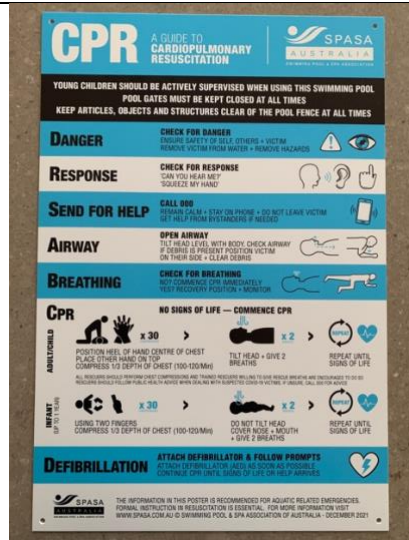


Figure 6 – Western Barrier Gate



6. ANNEXURES

Annexure A – Example of Current CPR Sign



Annexure B – Example For New Eastern Boundary Fence



Annexure C – Example of Internal 1800mm Barrier For Behind Leighton Greens



Annexure D – Example of Possible Extension to Exist. Glass Fence to Form an Internal 1800mm Fence & Save Western Hedge



7. REFERENCES

The Swimming Pools Act of 1992

Swimming Pools Regulation 1998

Swimming Pools Regulation 2008

Swimming Pools Regulation 2018

Australian Standard AS 1926 - 1986

Australian Standard AS 1926.1-2007

Australian Standard AS 1926.1-2012

8. LIMITATION AND DISCLAIMER OF LIABILITY

The purpose of this Report is to assess the compliance of the swimming pool barrier situated upon your property with the Swimming Pools Act 1992 (NSW) (“the Act”) and to identify any obvious or significant issues affecting the compliance of the swimming pool barrier with the Act. The Services are subject to the following limitations and disclaimers:

- (a) This Service is based on a visual inspection only and is limited to those areas and sections of the swimming pool barrier and surrounds which are fully accessible and visible to us at the time of inspection.
- (b) No liability shall be accepted on account of failure of the Service to notify of any non-compliance with the Act:
 - (i) in the areas or sections of the subject swimming pool area physically inaccessible for inspection or to which access for inspection is denied by or to us; or
 - (ii) in respect of any changes to the swimming pool barrier and surrounding areas of the swimming pool following the time of inspection.
- (c) The Services are confidential and cannot be provided to or relied upon by any third party in whole or in part and any such third party acting on the Services does so entirely at their own risk.
- (d) There is no liability to the client for any loss or damage whatsoever (including any consequential, direct or indirect loss or damage) or however caused arising directly or indirectly in connection with the provision of the Services except to the extent that such liability may not lawfully be limited or excluded. For the avoidance of doubt, this extends to any employees, contractors, agents or representatives of the Company.
- (e) Where the Company cannot by law exclude such liability, its liability to the client will be limited to the supply of a replacement report or the payment of the cost of the provision of a replacement report.
- (f) To the fullest extent permitted by law, the Company excludes all warranties implied by law except as expressly set out in this Report.

General:

All notices, reports and certificates will be issued by email. By engaging the Company to perform the Services you agree that the company may store, process and use (in any way) the information that you make available to us (including personal financial information) to the fullest extent permitted by law.