

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Stone Real Estate - Seaforth 551 Sydney Road, Seaforth, NSW 2092	Phone: (02) 9949 2822 Ref: Maria Cassarino
co-agent		
vendor	Nathan Peter Mackay and Candice Marie Lachmi Mackay 29 Montauban Avenue, Seaforth, NSW 2092	
vendor's solicitor	Edney Ryan Legal Level 2, 357 Military Road, Mosman NSW 2088 PO Box 408, Cremorne NSW 2090	Phone: 02 9908 9888 Email: andrew.odonnell@edneyryan.com.au u Fax: 02 9908 9889 Ref: AO:TMK:264161
date for completion	29 July 2024	(clause 15)
land (address, plan details and title reference)	29 Montauban Avenue, Seaforth, New South Wales 2092 Registered Plan: Lot 91 Plan DP 15377 Folio Identifier 91/15377	

	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies
improvements	<input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: swimming pool
attached copies	<input checked="" 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 <i>legislation</i> to fill up the items in this box in a sale of residential property.			
inclusions	<input checked="" type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings
	<input checked="" type="checkbox"/> blinds	<input checked="" type="checkbox"/> curtains	<input checked="" type="checkbox"/> insect screens
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings
	<input checked="" type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input checked="" type="checkbox"/> pool equipment
	<input checked="" type="checkbox"/> other: integrated Fisher & Paykel fridge, pool cabana surfboard rack, outdoor inbuilt daybed cushions		
exclusions	See Annexure A		
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 _____</p> <p>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 Signature of authorised person</p> <p>_____</p> <p>Name of authorised person Name of authorised person</p> <p>_____</p> <p>Office held Office held</p>	<p>Signed by _____</p> <p>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 Signature of authorised person</p> <p>_____</p> <p>Name of authorised person Name of authorised person</p> <p>_____</p> <p>Office held Office held</p>

ChoicesVendor agrees to accept a **deposit-bond** NO yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4):

PEXA _____

Manual transaction (clause 30) NO yes

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

Tax information (the parties promise this is correct as far as each party is aware)**Land tax** is adjustable NO yes**GST:** Taxable supply NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

 NO yes

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

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

Purchaser must make a *GSTRW payment* NO yes (if yes, vendor must provide

(GST residential withholding payment)

further details)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (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

<p>General</p> <ul style="list-style-type: none"> <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 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 checked="" 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 checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input checked="" type="checkbox"/> 24 land tax certificate <p>Home Building Act 1989</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input checked="" type="checkbox"/> 27 evidence of alternative indemnity cover <p>Swimming Pools Act 1992</p> <ul style="list-style-type: none"> <input type="checkbox"/> 28 certificate of compliance <input checked="" type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance 	<p>Strata or community title (clause 23 of the contract)</p> <ul style="list-style-type: none"> <input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to off the plan contract <p>Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> 60
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HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

Section 66W Certificate

I, of , certify as follows:

1. I am a .
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 property at **29 Montauban Avenue, Seaforth**, from **Nathan Mackay and Candice Mackay** to in order that there is no cooling off period in relation to that contract.
3. I do not act for **Nathan Mackay and Candice Mackay** and am not employed in the legal practice of a solicitor acting for **Nathan Mackay and Candice Mackay** nor am I a member or employee of a firm of which a solicitor acting for **Nathan Mackay and Candice Mackay** is a member or employee.
4. I have explained to :
 - (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, that is there is no cooling off period in relation to the contract.

Dated: _____

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.

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SPECIAL CONDITIONS

33. Amendments to Standard Contract

The following clauses in the 2022 standard Contract for the Sale of Land are amended as follows:

- 33.1 Delete clause 7.1.1.
- 33.2 Clause 7.2.4 – delete “and the costs of the Purchaser”.
- 33.3 Clause 8.1 – delete “on reasonable grounds”.
- 33.4 Delete clauses 11.1 and 11.2.
- 33.5 Clause 14.4.2 is amended by deleting the existing clause and substituting with the words “the amount to be adjusted for land tax is the amount of land tax actually paid or payable in respect of the land”.
- 33.6 Clause 20.10 is amended by deleting the words “attached Survey Report” and substituting the word “attachments”.
- 33.7 Clause 23.9.1 is amended by replacing “1%” with “5%”.
- 33.8 Delete clause 24.3.1.

34. Vendor’s agent

The Purchaser warrants that it was introduced to the property by the agent first-named in this Contract and by no other agent. The Purchaser hereby indemnifies the Vendor against any claim for commission which may be made by any other agent resulting from an introduction forming a breach of this warranty and against all actions, proceedings, expenses, legal costs and expenses which may be incurred by the Vendor in relation to such claim. The benefit of this clause shall not merge on completion but shall continue for the benefit of the Vendor. The Vendor warrants that he has not signed an exclusive selling agreement with any agent other than the agent named herein.

35. Rescission on Death/Liquidation

- 35.1 Without in any way limiting, negating or restricting any rights or remedies which would have been available to either *party* at law or in equity had this clause not been included, if either *party* (and if more than one person comprises that first *party* (except in the case of a vendor comprising a joint tenancy) then any one of them) prior to completion:
 - (a) dies or becomes mentally ill, then the other *party* may *rescind* this contract by written notice to the first *party's* *solicitor* and thereupon this contract will be at an end and the provisions of clause 19 apply; or
 - (b) being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first *party* will be in default under this contract.
- 35.2 The Purchaser promises that the Purchaser has the legal capacity to enter into this Contract.

36. Present condition and warranties

36.1 The Purchaser acknowledges that:

- (a) The property, including all fixtures included in and forming part of the sale, are being purchased in their present condition and state of repair and with all faults and defects (apparent or latent) and subject to any infestation and dilapidation. The Purchaser acknowledges that it buys the property relying on its own knowledge, inspections and investigations and enquiries, and does not rely on any warranties or representations made by or on behalf of the Vendor as to:
 - (i) the condition or state of repair of the property (including the fixtures);
 - (ii) as to the fitness for purpose of the whole or any part of the property (including the fixtures); or
 - (iii) the use to which the property may be used;other than as expressly set out in the Contract.

36.2 Without limiting the generality of clause 36.1, any warranties by or on behalf of the Vendor, express or implied, as to any purpose for which the property or as to any building which is or may be erected on the property can be used, are hereby expressly negated.

36.3 The Purchaser cannot require the Vendor to effect any work or repairs to the property (including the fixtures) either before or after completion except only, and if at all, expressly provided for in the Contract.

36.4 Subject to any warranties which may apply by virtue of legislation, the Purchaser acknowledges that he is purchasing the property and shall take title to the property subject to any existing or proposed services (if any), as defined in clause 10.1.2 of the Contract. The Purchaser acknowledges that it may not make any objection, requisition or claim for compensation with regard to the following matters:

- (a) the location, nature, availability or non-availability of any service;
- (b) whether the property is subject to any service or mains, pipes or connections for any service;
- (c) whether or not the property has the benefit of any rights or easements in respect of any service or mains, pipes or connections for any service;
- (d) in respect of any defects in services;
- (e) if any underground or surface stormwater drain passes through or over the property;
- (f) if any manhole or vent is on the property; and
- (g) if any rainwater pipe is connected to the sewer.

36.5 The Purchaser acknowledges that it has inspected any sewer service diagram which is annexed to this Contract. The Purchaser shall not make any objection, requisition or claim for compensation in respect of any matter referred to in such diagram.

37. Fencing

The property is sold and the Purchaser takes title to the property subject to the present

boundary fences and boundary walls. No requisition or claim can be made by the Purchaser about any boundary of the property not being fenced or any boundary fence or wall not being upon or within such boundary.

38. Completion and Interest

- 38.1 It is an essential term of this Contract that if completion does not take place on or by the completion date, the Purchaser shall pay to the Vendor on completion, in addition to the balance of purchase monies and any other monies payable to the Vendor, interest on the balance of purchase monies calculated at the rate of 10% per annum computed from the date specified for completion and calculated up until completion (but not including any period for which the Vendor was responsible for completion not occurring). It is an essential term of this Contract that if this Contract is not completed on the completion date, any such interest shall be paid by the Purchaser to the Vendor on completion of this Contract.
- 38.2 The parties agree that fourteen (14) days' notice shall be sufficient time for the giving of any notice, including any notice to complete this Contract and making time of the essence of this Contract at the date of expiry of such notice.

39. Purchaser's right to object

The Purchaser shall not be entitled to object, requisition or make any claim for compensation in respect of any matter disclosed in the Contract including any document pursuant to the Conveyancing Act 1919 (NSW) and Conveyancing (Sale of Land) Regulation 2022.

40. Survey

The Vendor has no survey certificate nor any information as to whether or not there are any encroachments by or upon the property or whether or not there is any contravention of the Local Government Act or the Ordinances or the Regulations thereunder and the Purchaser shall be deemed to have satisfied himself in respect of the matters referred to in this special condition before signing this Contract and shall take title subject thereto and shall not raise any requisition, objection or claim for compensation in respect of any matter or thing referred to in this special condition.

41. Building Certificate, Building Information Certificate or Occupation Certificate

In the event the Vendor provides a building certificate pursuant to the *Environmental Planning and Assessment Act 1979*, a building information certificate issued under the provisions of the *Local Government Act* or an occupation certificate pursuant to section 109M of the *Environmental Planning & Assessment Act 1979* in respect of the subject property and attached a copy of same to the Contract, the Purchaser shall not be entitled to make any objection or requisition or claim for compensation, rescind or terminate the Contract or delay completion in respect of any matter affecting the subject property or impacting upon the value of the property which are disclosed in the said building certificate, building information certificate or occupation certificate.

42. Swimming Pool

If there is a swimming pool on the property, the Vendor warrants that they have registered the swimming pool with the Local Council in accordance with the Swimming Pools (Amendment) Act 2012 and have attached a notice of registration to this Contract. The Vendor further warrants that the swimming pool on the property has been inspected and that:

- (a) a certificate of compliance is attached to this Contract; or
- (b) a certificate of non-compliance, together with accompanying Section 22E or Regulation 18B Notice (“**Notice**”) issued by the swimming pool inspector is attached to this Contract, which states the issues of non-compliance and rectification works, which are required to be complied with by the purchaser following completion. The purchaser warrants that they will attend to such rectification works in compliance with the Notice within 90 days of completion of the sale.

The Purchaser may not make any claim or raise any requisition whatsoever in relation to the swimming pool or any non-compliance with the Swimming Pools Act 1992, or any other relevant legislation. This clause shall not merge on completion.

43. Disclosure

The Purchaser specifically acknowledges and agree that for the purpose of Section 52A of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2022, the substance of a matter shall be deemed to have been disclosed in this Contract if that matter appears in any document or writing attached to this document.

44. Claim for compensation

Notwithstanding anything to the contrary herein contained, the Vendor and the Purchaser hereby expressly agree that any claim by the Purchaser for compensation whether under clause 7 or otherwise shall be deemed to be a requisition for the purposes of clause 8 of this Contract.

45. Zoning

45.1 To the extent permitted by law, the Purchaser will be deemed to have satisfied his/her/itself as to the manner in which the property is affected by any environmental planning instrument (actual or deemed) under the *Environmental Planning & Assessment Act 1979* (as amended from time to time) or any other restriction or prohibition whether statutory or otherwise relating to the zoning of the property or development on the property or the use to which the property may be put and any existing proposals for realignment, widening or siting of a road by any authority and the Purchaser must not make any claim by reason of any of those matters.

45.2 The Vendor discloses and the Purchaser acknowledges that the section 10.7(2) certificate annexed to this Contract may not be a current section 10.7(2) certificate. The Purchaser acknowledges this disclosure and shall make no objection, requisition, claim for compensation or have any right of rescission in relation to this disclosure.

46. Severability

If the whole or any part of a provision of this Contract is invalid or unenforceable, the validity or enforceability of the remaining provisions is not affected.

47. Tax File Number

The parties acknowledge that:

- (a) they are aware of the tax file number provisions contained in Part IVA of the Income Tax Assessment Act (Commonwealth);

- (b) the stakeholder of the deposit will not be required to invest the deposit (if the Contract so provides) if the stakeholder does not receive the tax file number of each party to this Contract prior to the making of this Contract; and
- (c) if the stakeholder has not received the tax file number of each party prior to the making of this Contract, tax will be deducted from the interest earned on the deposit, calculated at the highest marginal tax rate or as may otherwise be specified under the Income Tax Assessment Act.

48. Requisitions

For the purpose of clause 5.1 of the Contract, the requisitions on title about the property or the title may only be in the form of the requisitions on title attached to this Contract.

49. Electronic Payment of Deposit

Clause 2 of this Contract is amended as follows to facilitate payment of the deposit by electronic means:

- 49.1 Clause 2.4 is amended to include the words “or by electronic funds transfer on making of the Contract by transferring the deposit to the depositholder immediately and provision of a remittance of payment to the vendor, vendor’s agent or vendor’s solicitor” after the words “the depositholder” at the end of the paragraph.
- 49.2 Clause 2.5 is amended to include the words “or an electronic funds transfer is not received by the depositholder, vendor, vendor’s agent or the vendor’s solicitor on or before 5:00pm two (2) business days after the date of the making of the Contract” after the words “on presentation”.

50. Investment of Deposit

Unless otherwise agreed in writing, the Vendor and Purchaser agree that the inclusion of this clause in the Contract is a direction to the Depositholder that it must invest the deposit in accordance with clause 2.9 of the Contract.

51. Electronic Transaction

For the purposes of the *Electronic Transactions Act 2000* (NSW) and the *Electronic Transactions Act 1999* (Cth), each party consents to the electronic exchange and completion of this Contract and any notices to be served or received under this Contract and warrants it has full authority to provide such consent and enter into binding agreements under this legislation.

52. Guarantee where Purchaser a Proprietary Company

- 52.1 The provisions of this clause apply if the purchaser is a corporation other than a public company listed on an Australian stock exchange.
- 52.2 Guarantor means the person who has signed this contract as guarantor.
- 52.3 In consideration of the vendor entering this contract at the Guarantor’s request, the Guarantor unconditionally and irrevocably guarantees to the vendor:
 - (a) the payment of all money payable by the purchaser under this contract; and
 - (b) the performance of all the purchaser’s other obligations under this contract.

- 52.4 The Guarantor:
- (a) indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default or attempted breach or default by the purchaser of its obligations under this contract; and
 - (b) must pay on demand any money due to the vendor under this indemnity.
- 52.5 The Guarantor is jointly and severally liable with the purchaser to the vendor for:
- (a) the purchaser's performance of its obligations under this contract; and
 - (b) any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract, or the termination of this contract by the vendor.
- 52.6 Until the vendor has received all money payable to it under this contract, and the purchaser and the Guarantor have performed all their obligations under this contract, neither the purchaser nor the Guarantor may:
- (a) claim or receive the benefit of a dividend or distribution, a payment of the estate or assets, or a payment in the liquidation, winding-up or bankruptcy of a person liable jointly with the purchaser or Guarantor to the vendor or liable under a security for money payable by the purchaser or the Guarantor; or
 - (b) prove in an estate or in relation to an asset in a liquidation, winding-up or bankruptcy in competition with the vendor unless the amount the vendor is entitled to will not be reduced as a result.
- 52.7 The Guarantor must pay the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
- 52.8 The Guarantor's obligations are not affected if:
- (a) the vendor releases or enters into a composition with the purchaser;
 - (b) a payment made to the vendor is later avoided; or
 - (c) the vendor assigns or transfers the benefit of this contract.
- 52.9 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the Guarantor's obligations under this clause.
- 52.10 The Guarantor's obligations under this clause are not released, discharged or otherwise affected by:
- (a) the grant of any time, waiver, covenant not to sue or other indulgence;
 - (b) the release (including a release as part of a novation) or discharge of any person;
 - (c) an arrangement, composition or compromise entered into by the vendor, the purchaser, the Guarantor or any other person;

- (d) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
- (e) any moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a court or otherwise;
- (f) payment to the vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided, or unenforceable; or
- (g) the winding-up of the purchaser.

52.11 The Guarantor guarantees to the vendor the payment of all money by the purchaser on the dates specified in the contract and the Guarantor must pay that money to the vendor on the due dates if required by the vendor irrespective of whether the contract has been completed or title has been transferred to the purchaser provided that upon payment the vendor will transfer the property to the purchaser in accordance with the contract.

52.12 If there is more than 1 Guarantor, the obligations and indemnities provided by the Guarantor under this clause, apply jointly and severally to each and every Guarantor.

SIGNED by _____)
 (Guarantor) in the presence of: _____)
 Signature

.....
 Signature of Witness

.....
 (Print) Name of Witness

SIGNED by _____)
 (Guarantor) in the presence of: _____)
 Signature

.....
 Signature of Witness

.....
 (Print) Name of Witness

Annexure A - Exclusions

Outdoor furniture

Outdoor pot plants/trees

Mirror in pool house

Art

Washer/dryer

Nest security cameras

Lounge TV and soundbar

Pool cabana TV

Garage metal storage

Garage surfboard and bike rack

Microwave



FOLIO: 91/15377

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
5/4/2024	11:13 AM	9	20/2/2023

LAND

LOT 91 IN DEPOSITED PLAN 15377
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP15377

FIRST SCHEDULE

NATHAN PETER MACKAY
CANDICE MARIE LACHMI MACKAY
AS JOINT TENANTS (T AQ377529)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AS869920 MORTGAGE TO MACQUARIE BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Plan Form No. 1 (for Deposited Plan)

Municipality of Manly
Shire of
B607729 5-1-28

PLAN

of Road widening
of subdⁿ of part of the land comprised in Cert. of Title Vol:3888 Fol:130
of part of the land in C of T Vol: 2311 Fol:181 of re-subdivision of Lots 5 to 9 incl & Lots 31, 37, 38, 39, 46 & 47 D.P. 13750
PARISH OF MANLY COVE COUNTY OF CUMBERLAND

Scale...100 feet...to an inch

DEP 24th July 15377 28

(E)

FOREST GATE ESTATE N°2

DIAGRAM "A"
Not to scale

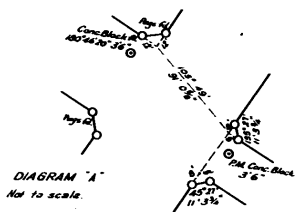
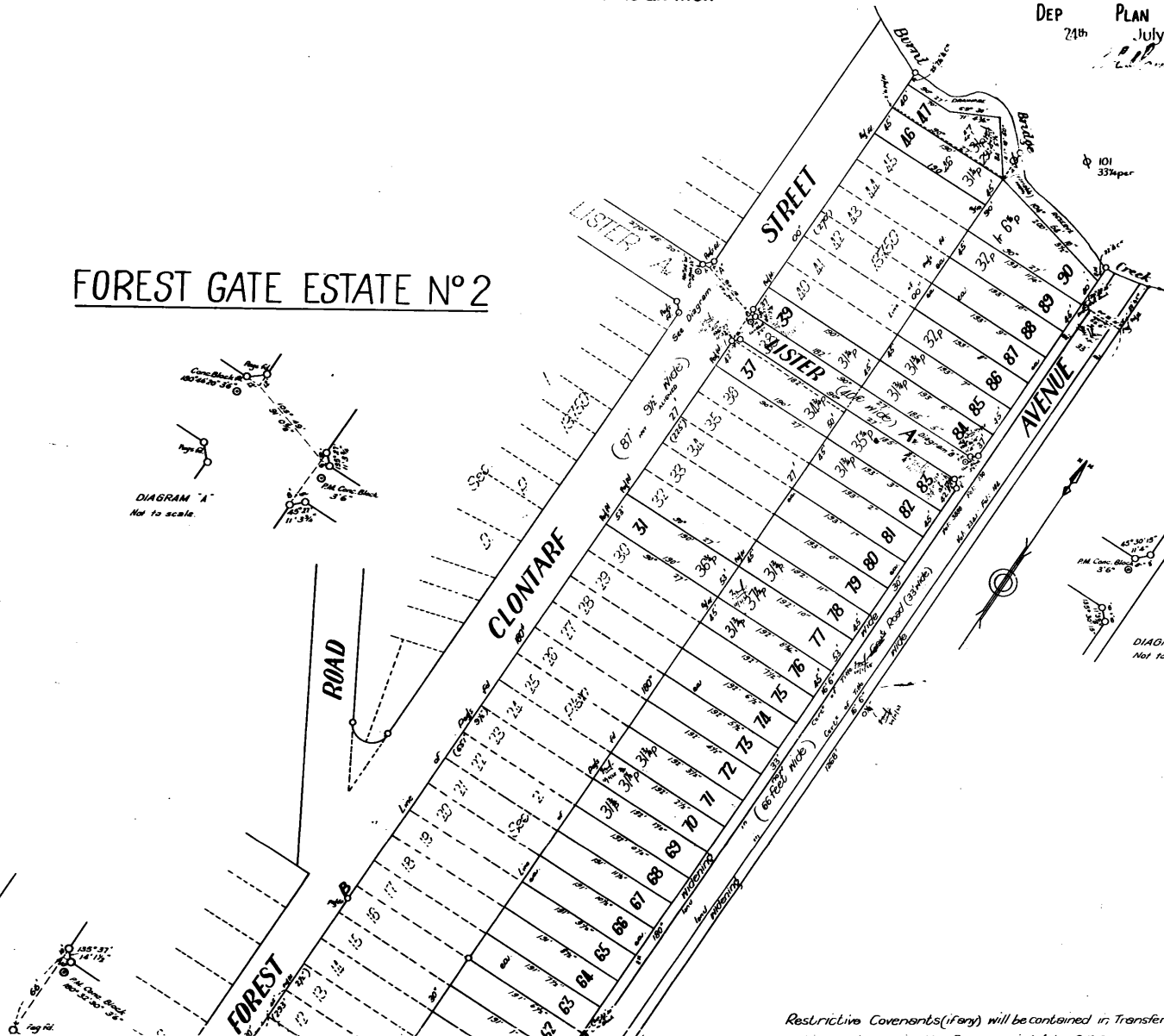
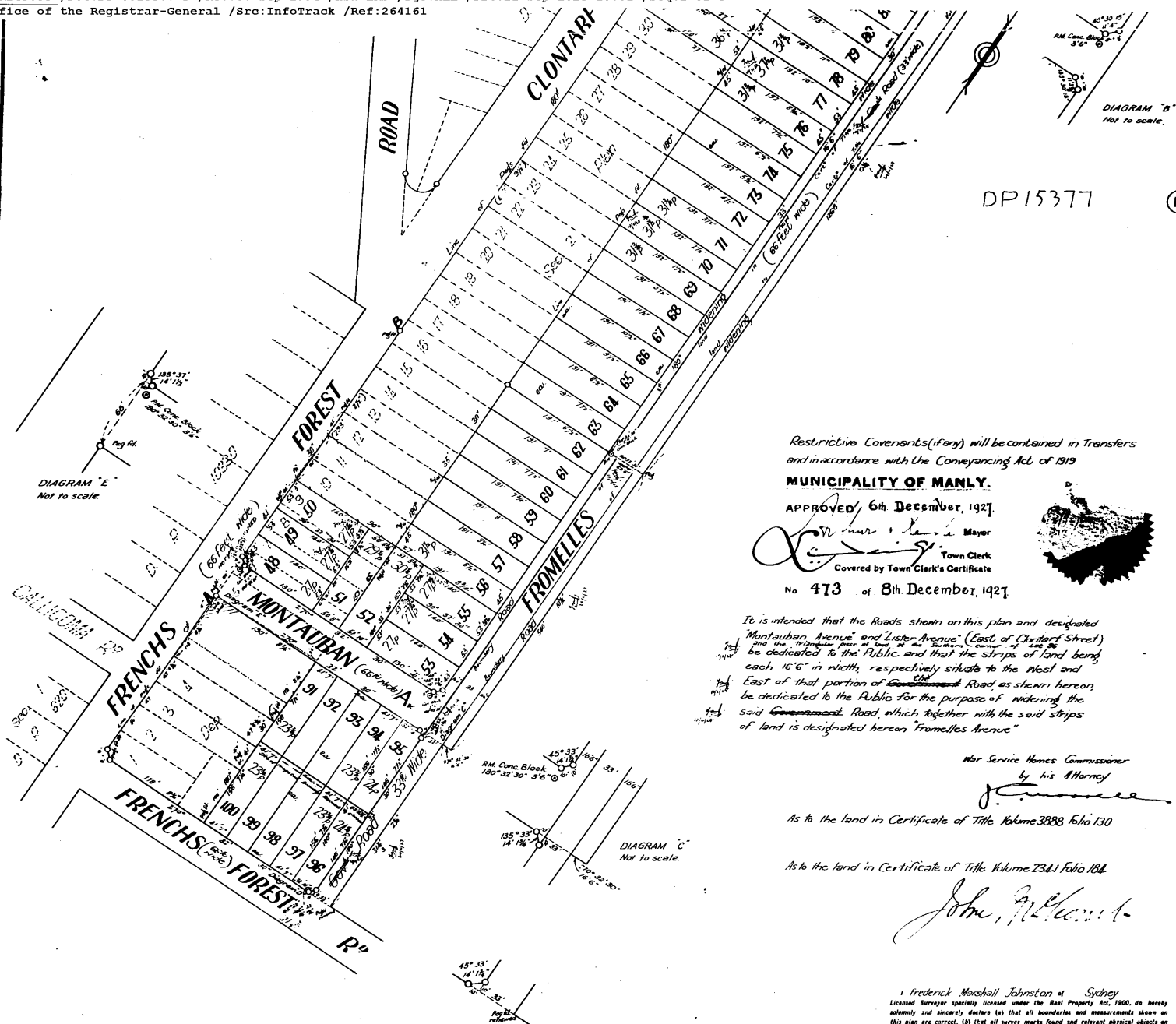


DIAGRAM "B"
Not to scale



Restrictive Covenants (if any) will be contained in Transfers
and in accordance with the Conveyancing Act of 1919



DP15377

(E)

Restrictive Covenants (if any) will be contained in Transfers and in accordance with the Conveyancing Act of 1919

MUNICIPALITY OF MANLY.

APPROVED 6th December, 1927

[Signature] Mayor
 Town Clerk

Covered by Town Clerk's Certificate
 No 473 of 8th December, 1927



It is intended that the Roads shown on this plan and designated Montauban Avenue and Frenches Road (East of Clontarf Street) and the triangular piece of land at the Southern corner of Lot 28 be dedicated to the Public and that the strips of land being each 16'6" in width respectively situate to the West and East of that portion of ~~Clontarf~~ Road as shown hereon be dedicated to the Public for the purpose of widening the said ~~Clontarf~~ Road, which together with the said strips of land is designated hereon Fromelles Avenue

Her Service Homes Commissioner
 by his Attorney

[Signature]

As to the land in Certificate of Title Volume 3888 Folio 130

As to the land in Certificate of Title Volume 2341 Folio 184

[Signature]

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

[Signature] Licensed Surveyor

Subscribed and declared before me at Sydney this 26th day of Aug A.D. 1927

[Signature] J.P.

Date of Survey June 13th 1927

Covered by Council Clerks Certificate
 No. _____ of _____ Council Clerk.

DIAGRAM "D"
 Not to scale.

Datum line of Azimuth A-B.

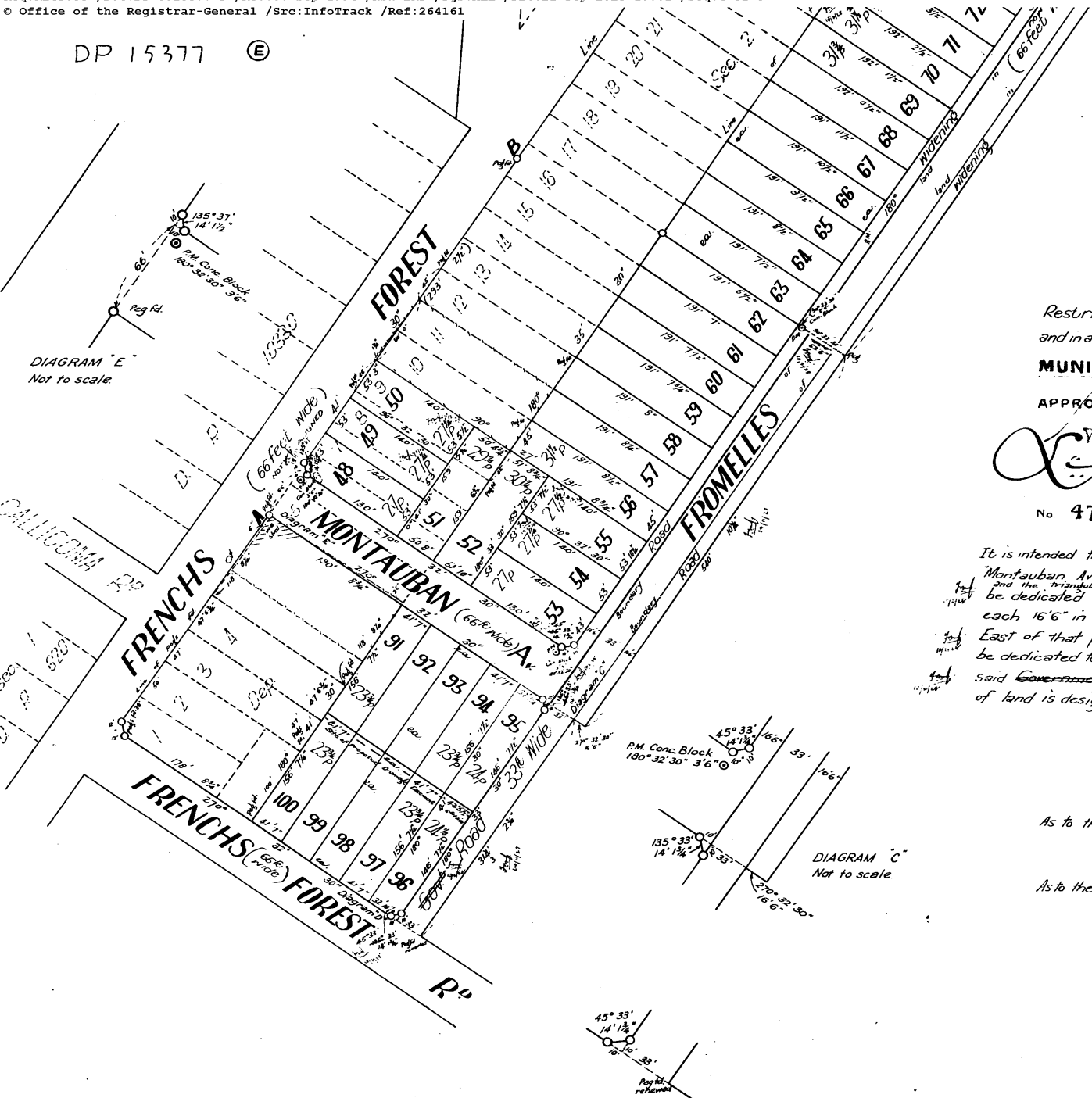
D.P. 15377

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

DP 15377

ⓔ

DIAGRAM "E"
Not to scale



Restrictive Covenants
and in accordance with the
MUNICIPALITY OF

APPROVED 6th Decem

[Signature]
Covered by Town Clerk

No 473 of 8th Dec

It is intended that the Roads shown
Montauban Avenue and Lister Ave
and the triangular piece of land at the SE
be dedicated to the Public and that
each 16'6" in width, respectively,
East of that portion of ~~the~~
said ~~Government~~ Road, which to
of land is designated hereon "Front

As to the land in Certificate

As to the land in Certificate

DIAGRAM "C"
Not to scale

DIAGRAM "D"
Not to scale

Covered by Council Clerks Certificate
No. of

Subscribed and declared before me at Sydney

I, Freder
Licensed Surve
solemnly and
this plan are
or adjacent to
indicated actu
in relation to
by
believing the s

CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

DP 15377 CONTINUED			
FEET	INCHES	METRES	
191	7 3/4	58.41	
191	8	58.42	
191	8 1/4	58.43	
191	8 1/2	58.43	
191	8 3/4	58.44	
191	9 1/2	58.46	
191	10 1/2	58.48	
191	11 1/2	58.51	
192	0 1/2	58.53	
192	1 1/2	58.56	
192	2 1/2	58.59	
192	3 1/2	58.61	
192	4 1/2	58.64	
192	5 1/2	58.66	
192	6 1/2	58.69	
192	7 1/2	58.71	
192	8 3/4	58.74	
192	10	58.78	
192	11	58.8	
193	-	58.83	
193	1	58.85	
193	2	58.88	
193	3	58.9	
193	6	58.98	
193	7	59	
193	8	59.03	
193	9	59.06	
193	10	59.08	
193	11 1/4	59.11	
200	3 1/2	61.05	
225	-	68.58	
270	-	82.3	
313	2 3/4	95.47	
540	10	164.85	
651	9 1/2	198.67	
1140	-	347.47	
1159	6 1/2	353.43	
1193	9	363.86	
1268	-	386.49	
AC	Rd	P	Sq M
-	-	23 3/4	600.7
-	-	24	607
-	-	24 1/4	613.4
-	-	27	662.9
-	-	27 1/4	669.2
-	-	27 1/2	695.6
-	-	29 1/4	739.8
-	-	29 1/2	746.1
-	-	30 1/4	765.1
-	-	31 1/4	790.4
-	-	31 1/2	796.7
-	-	31 3/4	803
-	-	32	809.4
-	-	34 3/4	878.9
-	-	35 1/4	891.6
-	-	36 3/4	929.5
-	-	37 1/2	948.5
-	-	1 6 1/4	1170

CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

DP 15377		
FEET	INCHES	METRES
1	2 3/8	0.365
1	7 3/4	0.5
2	-	0.61
3	3 3/8	1
3	6	1.065
6	7 1/4	2.015
7	-	2.135
8	-	2.44
10	-	3.05
11	3 5/8	3.445
11	3 3/4	3.45
11	4	3.455
12	-	3.66
14	1 1/2	4.305
14	1 3/4	4.31
16	6	5.03
19	3 5/8	5.885
19	4 1/4	5.9
22	-	6.705
25	7 1/4	7.805
27	-	8.23
32	1 1/4	9.785
32	10	10.01
33	-	10.06
37	-	11.28
40	-	12.19
41	7	12.675
42	-	12.8
42	5 1/2	12.94
43	-	13.105
45	-	13.715
47	-	14.325
47	6 3/4	14.495
50	-	15.24
50	4 3/4	15.36
50	8	15.445
51	8 3/4	15.765
51	10	15.8
53	-	16.155
53	3	16.23
53	5 1/2	16.295
53	7	16.33
53	7 1/2	16.385
53	10 1/4	16.415
62	6	19.05
66	-	20.115
70	-	21.335
71	4 3/4	21.76
84	5 1/2	25.745
87	9 1/2	26.76
90	-	27.43
91	0 5/8	27.755
92	5 1/2	28.18
92	8 3/4	28.265
116	6	35.51
118	8 1/4	36.175
130	-	39.625
140	-	42.67
146	7 1/4	44.685
146	7 1/2	44.69
156	7 1/4	47.735
156	7 1/2	47.74
159	5 1/2	48.605
159	6 1/2	48.63
159	7 1/2	48.655
163	1	48.71
178	8 3/4	54.48
182	-	55.47
185	4	56.49
185	5	56.52
190	-	57.91
190	6	58.06
190	8 3/4	58.13
191	0 1/2	58.23
191	6 1/2	58.38
191	7	58.39
191	7 1/2	58.41

Northern Beaches Council Planning Certificate – Part 2&5

Applicant: InfoTrack
GPO Box 4029
SYDNEY NSW 2001

Reference: 264161
Date: 05/04/2024
Certificate No. ePLC2024/02598

Address of Property: 29 Montauban Avenue SEAFORTH NSW 2092
Description of Property: Lot 91 DP 15377

Planning Certificate – Part 2

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

1. Relevant planning instruments and Development Control Plans

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

(a) Local Environmental Plan

Manly Local Environmental Plan 2013

(b) State Environmental Planning Policies and Regional Environmental Plans

State Environmental Planning Policy (Housing) 2021

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

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

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

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

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

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

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

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

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

State Environmental Planning Policy (Biodiversity and Conservation) 2021
Chapter 10

(c) Development Control Plans

Manly Development Control Plan 2013

(2) Draft Environmental Planning Instruments

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

(a) Draft Local Environmental Plans

(b) Draft State Environmental Planning Policies

Draft State Environmental Planning Policy (Environment)

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

(c) Draft Development Control Plans

2. Zoning and land use under relevant planning instruments

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

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

(a), (b)

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

ZONE R2 Low Density Residential

(b) Land uses for land within Zone R2 that can be carried out without development consent:

Home-based child care; Home occupations.

(c) Land uses for land within Zone R2 that can be carried out only with development consent:

Attached dwellings; Bed and breakfast accommodation; Boat launching ramps; Boat sheds; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental protection works; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Hostels; Information and education facilities; Jetties; Multi dwelling housing; Neighborhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Recreation facilities (indoor); Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Shop top housing; Signage; Tank-based aquaculture; Water recreation structures; Water recycling facilities; Water supply systems.

(d) Land uses for land within Zone R2 that are prohibited:

Advertising structures; Water treatment facilities; Any development not specified in item (b) and (c);

(c) Additional permitted uses

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

Refer to Schedule 1 of Manly Local Environmental Plan 2013.

(d) Minimum land dimensions

The *Manly Local Environmental Plan 2013* contains no development standard that fixes minimum land dimensions for the erection of a dwelling house on the land.

(e) Outstanding biodiversity value

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

(f) Conservation areas

The land is not in a heritage conservation area.

(g) Item of environmental heritage

The land does not contain an item of environmental heritage.

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

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

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

3. Contribution plans

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

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

(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4 - the name of the region, and the name of the Ministerial planning order in which the region is identified.

Housing and Productivity Contribution

The subject land is within the Greater Sydney area to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies.

(3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area.

Nil

4. Complying Development

If the land is land on which complying development may or may not be carried out under each of the complying development codes under [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

Part 3 Housing Code

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

Part 3A Rural Housing Code

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

Part 3B Low Rise Housing Diversity Code

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

Part 3C Greenfield Housing Code

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

Part 3D Inland Code

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

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

Part 4 Housing Alterations Code

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

Part 4A General Development Code

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

Part 5 Industrial and Business Alterations Code

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

Part 5A Industrial and Business Buildings Code

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

Part 5B Container Recycling Facilities Code

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

Part 6 Subdivisions Code

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

Part 7 Demolition Code

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

Part 8 Fire Safety Code

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

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

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

5. Exempt Development

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

Part 2 Exempt Development Codes

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

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

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

6. Affected building notices and building product rectification orders

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

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

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

In this section—

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

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

7. Land reserved for acquisition

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

8. Road widening and road realignment

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

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

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

9. Flood related development controls

(1) The land is not within the flood planning area and subject to flood related development controls.

(2) The land or part of the land is not between the flood planning area and the probable maximum flood and subject to flood related development controls.

In this section—

flood planning area has the same meaning as in the Flood Risk Management Manual.

Flood Risk Management Manual means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

probable maximum flood has the same meaning as in the Flood Risk Management Manual.

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

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

Geotechnical Risk (Landslip)

Development on all of the land is affected by Clause 4.1.8 - *Manly Development Control Plan 2013*.

Contaminated Lands

Council has adopted a contaminated land policy which may restrict the development of land. This policy is expressed to apply when zoning or land use changes are proposed on lands which are considered to be contaminated, or on lands which have been remediated for a specific use.

(b) The following information applies to any policy as adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in a

planning certificate issued by the Council. The identified hazard or risk and the respective Policy which affect the property, if any, are listed below:

Nil

11. Bush fire prone land

The land is not bush fire prone land.

12. Loose-fill asbestos insulation

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

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

Contact NSW Fair Trading for more information.

13. Mine Subsidence

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

14. Paper subdivision information

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

15. Property vegetation plans

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

16. Biodiversity Stewardship Sites

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

17. Biodiversity certified land

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

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

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

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

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

Note—

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

20. Western Sydney Aerotropolis

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

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

21. Development consent conditions for seniors housing

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

22. Site compatibility certificate and conditions for affordable rental housing

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

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

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

Additional matters under the Contaminated Land Management Act 1997

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

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

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

Planning Certificate – Part 5

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

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

Company Title Subdivision

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

District Planning

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

Council Resolution To Amend Environmental Planning Instrument

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

Nil

Additional Information Applying To The Land

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

Geotechnical Planning Controls

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

General Information

Termites

You are advised that Australian Standard 3660.1 - Protection of Buildings Against Subterranean Termites, recommends that buildings are inspected and maintained in order to achieve total termite control. In the regard, you should contact a licensed pest control contractor to ensure all necessary termite controls are achieved.

Flood

Information available to Council indicates properties within the catchments of Manly Ocean Beach, North Head, North Harbour, Manly Lagoon and Middle Harbour, may be flood affected. This includes parts of the suburbs of Balgowlah Heights, Clontarf, Manly, Manly Vale, Fairlight, Balgowlah and Seaforth. It is important to note this information may be used by Council for development assessment purposes. Please contact Northern Beaches Council for further information.

Climate Change

Recent evidence indicates that climate change as a result of global warming is occurring much more rapidly than previously expected. Climate change will vary in its effects across Australia. As well as affecting homes, climate change may affect infrastructure, commercial and industrial buildings and other physical assets. Climate change may affect coastal areas, in particular, through sea-level rise, increased temperatures, and changed storm events. The effects of climate change

may impact on the future use and development potential of the land that is the subject of this certificate.

Coastal Hazards

Information available to Council indicates properties within the suburbs of Manly, Fairlight, Balgowlah, Balgowlah Heights, Clontarf and Seaforth may be affected by coastal hazards. Please contact Northern Beaches Council for further information.



Scott Phillips
Chief Executive Officer
05/04/2024

Sewer Service Diagram

Application Number: 8002812987

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD HS.73G
DIAGRAM OF SANITARY DRAINAGE

Municipality of *MANLY*
(Sea Forth)

SEWER AVAILABLE

Diagram No. *429716*

- Boundary Trap
- Pit
- GI Grease Interceptor
- ⊗ Gully
- ⊗ P.T. P. Trap
- ⊗ RS Reflex Sink

- SYMBOLS AND ABBREVIATIONS**
- RV. Reflex Valve
 - VERT. Vertical Pipe
 - V.P. Vent. Pipe
 - S.V.P. Soil Vent. Pipe
 - D.C.C. Down Cast Cowl
 - Cleaning Eye
 - Vertical Pipe
 - Vent. Pipe
 - Soil Vent. Pipe
 - Down Cast Cowl
 - I.P. Induct Pipe
 - M.F. Mica Flap
 - T Tubs
 - K.S. Kitchen Sink
 - W.C. Water Closet
 - B.W. Bath Waste

- Bsn. Basin
- Shr. Shower
- W.I.P. Wrought Iron Pipe
- C.I.P. Cast Iron Pipe
- F.W. Floor Waste
- W.M. Washing Machine

KELLY

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

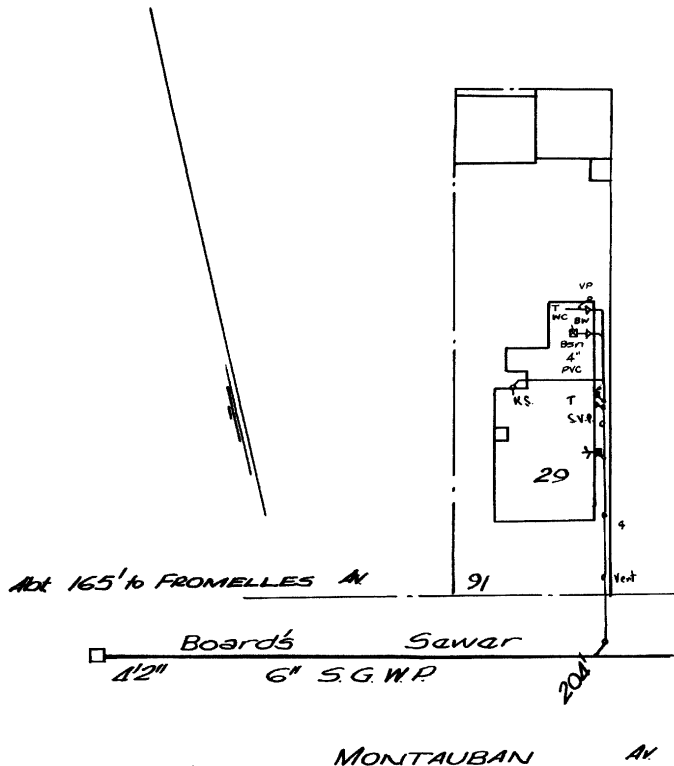
~~Proposed new drainage shown by full blue lines.~~

~~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.



SHEET No. *5517*

19
FOR ENGINEER-IN-CHIEF

OFFICE USE ONLY				306 586		
W.C. Designed by	DATE	Inspector	FIRST VISIT	SUPERV'SN	PASSED	DATE
Bth	/ /		/	/	/	/ /
Shr		Inspector				/ /
Bsn		Date				/ /
K.S.	/ /	Outfall	HL	LL		/ /
T		Drainer				
Plg		Boundary Trap is not required.				
Dge.Int.						
Dge.Ext						
DESIGN			COMPENSATION - MH. AC. VS.			
			File	HOV	f	/ /

Document generated at 22-09-2023 01:02:07 PM

Disclaimer

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

21 September 2023

Infotrack Pty Limited

Reference number: 8002812973

Property address: 29 Montauban Ave Seaforth NSW 2092

Service location print is not available

Unfortunately, we don't have a Service location print available for this property.

The fee you paid has been used to cover the cost of searching our records.

Yours sincerely



Jodie Gray
Manager Customer Accounts

21 September 2023

Infotrack Pty Limited

Reference number: 8002812986

Property address: 29 Montauban Ave Seaforth NSW 2092

Certificate under Section 88G of the *Conveyancing Act 1919*

Sydney Water Corporation has a Positive Covenant* on Lot 91 DP 15377.

We certify that:

- a) there is no money payable to us because of an owner's failure to comply with the terms of the Positive Covenant
- b) we have not done any work on the land that the owner needs to pay for under the terms of the Positive Covenant.

*This Section 88G certificate is applicable only where Sydney Water has registered a Positive Covenant on land. Any Positive Covenant is shown on the title.

Yours sincerely



Jodie Gray
Manager Customer Accounts



Revenue

Enquiry ID 4094555
Agent ID 81429403
Issue Date 05 Apr 2024
Correspondence ID 1783423534
Your reference 264161

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

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

Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022.*

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
D15377/91	29 MONTAUBAN AVE SEAFORTH 2092	\$2 083 333	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2024 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

Yours sincerely,

Scott Johnston
Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

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

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

When is a certificate not clear from land tax?

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

How do I clear a certificate?

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

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

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

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

How do I get an updated certificate?

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

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

Land value, tax rates and thresholds

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

Contact details



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



1300 139 816*



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

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

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C – Swimming Pools Act 1992

Pool No:	7ec44d1c
Property Address:	29 MONTAUBAN AVENUE SEAFORTH
Date of Registration:	20 July 2020
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	In ground pool

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 Compliance

Section 22D – Swimming Pools Act 1992

Pool No:	7ec44d1c
Property Address:	29 MONTAUBAN AVENUE SEAFORTH
Expiry Date:	13 October 2026
Issuing Authority:	Northern Beaches Council

Complied with AS1926.1 (2012).

The swimming pool at the above property complies with Part 2 of the *Swimming Pools Act 1992*. The issue of this certificate does not negate the need for regular maintenance of the swimming pool barrier to ensure it is compliant with the *Swimming Pools Act 1992*.

This certificate ceases to be valid if a direction is issued pursuant to Section 23 of the *Swimming Pools Act 1992*.

The swimming pool at the above property is not required to be inspected under the inspection program of the local authority while this certificate of compliance remains valid pursuant to Section 22B(3) of the *Swimming Pools Act 1992*.

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

29 MONTAUBAN AVENUE SEAFORTH NSW 2092



Certificate No.: HBCF17039117 ▼
Issue date : 24/07/2017

Certificate No.: HBCF17038959 ▲
Issue date : 21/07/2017

Builder

Name: Minckai Pty Ltd

Licence No.: 296575C
 (<https://onegov.nsw.gov.au/PublicRegister/#/publicregisterdetails/?licenceNo=296575C&licenceGroup=Trades>)

Description of work

Single Dwelling Alterations / Additions - Structural

Disclaimer

The information contained in this register is the information that SIRA is currently required to maintain under section 102A of the Home Building Act 1989.

Please note also that the information published in HBC Check is information supplied to SIRA by providers of insurance or alternative indemnity products (AIP). For this reason, SIRA makes no representations or warranties as to the accuracy or completeness.

Feedback



Consequently, to the extent permitted by law, SIRA disclaims all responsibility and all liability for all expenses, losses, or damages, including those incurred by the user in using the register, or for it being inaccurate or incomplete in any way, and for any reason.

29 MONTAUBAN AVENUE SEAFORTH NSW 2092



Feedback



29 MONTAUBAN AVENUE SEAFORTH NSW 2092

**Certificate No.: HBCF17039117**

Issue date : 24/07/2017

Builder

Name: COASTSIDE POOLS PTY LIMITED

Licence No.: 65311C (<https://onegov.nsw.gov.au/PublicRegister/#/publicregisterdetails/?licenceNo=65311C&licenceGroup=Trades>)

Description of work

Swimming Pools

Certificate No.: HBCF17038959

Issue date : 21/07/2017

Disclaimer

The information contained in this register is the information that SIRA is currently required to maintain under section 102A of the Home Building Act 1989.

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Feedback



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29 MONTAUBAN AVENUE SEAFORTH NSW 2092



Feedback



Certificate in respect of insurance for residential building work

Policy No:

Policy Date:

A contract of insurance complying with sections 92 and 96 of the *Home Building Act 1989* (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the *State Insurance and Care Governance Act 2015*.

Period of Insurance	The contract of insurance provides cover for both the construction period and the warranty period
In respect of	
Description of construction as advised by builder^	
At	
Site plan number^	
Site plan type^	
Homeowner	
Carried out by	
Licence number	
Builder job number^	
Contract amount^	
Contract date^	
Premium paid	
Cost of additional products or services under contract	Nil - no additional services
Price (including GST and Stamp Duty) Note: The total price does not include any brokerage or other costs to arrange the insurance contract.	

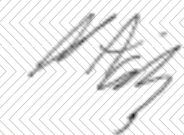
^Additional information

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at www.icare.nsw.gov.au

There are absolute limits on what you can be paid under this insurance, both in respect of non-completion of the works and as a total policy limit. Please review the policy wording closely for those limits. In summary, the total limit of the policy in any case (including the non-completion of building work, defective building work and any other costs covered by the policy) is \$340,000 per dwelling, with a sub-limit in respect of the non-completion of the building work of 20% of the contract price (as varied). This policy will never pay more than 20% of the contract price (as varied) in respect of the non-completion of building work, and never more than \$340,000 per dwelling for all loss, damage, costs and liabilities covered.

Certificate No:

Issued on:




Nathan Agius, General Manager, General Lines Underwriting
Signed on behalf of the insurer

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.
IMPORTANT NOTE Your contractor must give you either: (a) a certificate of combined cover OR (b) 2 certificates, one covering construction period cover and a second certificate covering the warranty period for the work.

POSTED
22/07/2020



FINAL OCCUPATION CERTIFICATE

Date Application Received	6 July 2017				
Council	Northern Beaches (Manly)				
Occupation Certificate No.	FOC2017-627	Date Approved	22/07/2020		
CDC No.	CDC2017-627	Date Approved	17/08/2017		
Certifying Authority	Craig Formosa				
Accredited Certifier	Craig Formosa	Accreditation No.	BPB0124		
Accreditation Body	Building Professionals Board				
APPLICANT DETAILS					
Name	Alicia Nees	Email	alicia@luxuryflooring.com.au		
Address	29 Montauban Avenue, Seaforth NSW 2092	Ph No	0424 267 028		
OWNER DETAILS					
Name	Alicia & Mark Nees	Email	alicia@luxuryflooring.com.au		
Address	29 Montauban Avenue, Seaforth NSW 2092	Ph No	0424 267 028		
DEVELOPMENT DETAILS					
Subject Land	29 Montauban Avenue, Seaforth NSW 2092	Lot No.	91	DP	15377
Description of Development	Construction of a swimming pool		Zone	R2	
Class of Building	10b	Value of Work	\$101,950.00		
THE BUILDING IS SUITABLE FOR OCCUPATION					
Certificates attached and relied upon for this decision	Mandatory Inspection Reports, , Glazing- Pool barrier, Pool Plumbing				
RECORD OF INSPECTIONS					
Site Inspection prior to issue of Complying Development Certificate					10/07/2017
Pool Steel					02/11/2017
Pool Barrier					22/02/2018
Final Inspection					23/06/2020 09/07/2020
CERTIFICATION					
I, Craig Formosa, as the certifying authority am satisfied that;					
(a) the building will not constitute a hazard to the health or safety of the occupants,					
(b) a current Complying Development Certificate has been issued for the building in respect to the plans and specifications for the building,					
(c) the building is suitable for its use under the Building Code of Australia, and					
(d) all the prescribed conditions of the SEPP have been satisfied.					
					
Signed:		Date: 22/07/2020			
PCA Accreditation No. BPB0124					
Accreditation Body: Building Professionals Board					



INSPECTION REPORT

Sheet 1 of 1

ADDRESS 29 MONTAUDAN AVE, SEAFORTH	
INSPECTION TYPE RI FINAL	CC/CDC No 2017-626, 2017-627
CONTACT	<input type="checkbox"/> Owner <input type="checkbox"/> Applicant <input checked="" type="checkbox"/> Builder <input type="checkbox"/> Other CC2017-175
NAME NEE'S	<input checked="" type="checkbox"/> REPORT EMAILED TO APPLICANT/BUILDER
INSPECTION OUTCOME	
CERTIFIER OPINION	ACTION REQUIRED (read with NOTES below)
<input type="checkbox"/> Inspection stage is Satisfactory	<input type="checkbox"/> NO re-inspection required
<input type="checkbox"/> Inspection stage is Satisfactory subject to Action Required	<input checked="" type="checkbox"/> Re-inspection required
<input checked="" type="checkbox"/> Inspection stage is Not Satisfactory	<input type="checkbox"/> Tick if result has also been given verbally
NOTES	
<input checked="" type="checkbox"/> Certificate required AS PREVIOUSLY REQUESTED	
<input checked="" type="checkbox"/> NOTE:	
<input type="checkbox"/> DAMAGE TO LAYBACK & STREET KERB REQUIRES	
<input type="checkbox"/> REPAIR TO THE SATISFACTION OF COUNCIL	
<input type="checkbox"/>	
<input checked="" type="checkbox"/> EXTERNAL 'BLINDS' INSTALLED APPEAR	
<input type="checkbox"/> A TEMPORARY MEASURE	
<input type="checkbox"/>	
<input checked="" type="checkbox"/> POOL COVER NOT YET INSITU	
<input type="checkbox"/>	
<input checked="" type="checkbox"/> PERMANENTLY ERECT RESUSCITATION	
<input type="checkbox"/> SIGN W/ FIXINGS NOT SPRING	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/> Ensure Sediment & Erosion Controls are maintained	
ACCREDITED CERTIFIER	BPB No 1714 DATE 9/7/20



FINAL INSPECTION REPORT

Sheet 1 of 1

ADDRESS	29 Mountauban Ave, Seaforth	
CONTACT	Nee's, MSE Building	<input checked="" type="checkbox"/> REPORT EMAILED TO APPLICANT/BUILDER
CC/CDC No	2017-626 (House) 2017-627	DA No CC2017-175 DA.329/2016

Req'd	CERTIFICATES/ITEMS REQUIRED TO ISSUE OC (indicated by ticks <input checked="" type="checkbox"/>)	Rec'd
<input checked="" type="checkbox"/>	Wet Area Certification for <u>wet areas</u> from an appropriately qualified person, in accordance with AS3740 and Part 3.8.1 of the NCC/BCA	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Structural Engineers Certification for <u>their Inspections</u> <input type="checkbox"/> Geotech Engineer	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Smoke Alarm Certification from a licensed Electrician, in accordance with Part 3.7.2 of the NCC/BCA	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Glazing Certification in accordance with AS1288, AS2047 and (if applicable) AS3959 BAL level for <input checked="" type="checkbox"/> windows <input checked="" type="checkbox"/> doors <input type="checkbox"/> balustrades <input checked="" type="checkbox"/> pool barrier <input type="checkbox"/> other	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Termite Control Certification from a licensed Pest Controller, in accordance with AS3660.1	<input type="checkbox"/>
<input checked="" type="checkbox"/>	BASIX Compliance Certification from Builder, confirming all requirements have been satisfied	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Stormwater Certification from an appropriately qualified <input type="checkbox"/> NPER Civil Engineer <input checked="" type="checkbox"/> Licensed Plumber <u>confirming over flow from rainwater tank drains to street gutter.</u>	<input type="checkbox"/>
<input type="checkbox"/>	Survey Certification from a Registered Surveyor confirming the set-out of building & finished ridge height	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Pool Plumbing Certification in accordance with AS1926.3	<input type="checkbox"/>
<input type="checkbox"/>	Non-slip Stair Tread/Nose Finish Certification from Applicator, in accordance with AS4586	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Childsafe Locks on bedrooms <u>n/a</u>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Continuous Handrail to stairs <u>n/a</u>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Non-slip Finish applied to stairs <u>n/a</u>	<input checked="" type="checkbox"/>

OTHER		
<input checked="" type="checkbox"/>	Interim OC - Outstanding works - OSD above ground system	<input type="checkbox"/>
<input type="checkbox"/>		<input type="checkbox"/>
<input checked="" type="checkbox"/>	Complete the installation of external louvre/Blinds are installed to all window/door openings indicated on the Basix certificate. W6, W7, W8, W9, W10, W11, W12	<input type="checkbox"/>
<input type="checkbox"/>		<input type="checkbox"/>
<input checked="" type="checkbox"/>	Builder to verify wall cladding complies to DTS	<input type="checkbox"/>
<input type="checkbox"/>	NCC provisions	<input type="checkbox"/>
<input type="checkbox"/>		<input type="checkbox"/>
<input checked="" type="checkbox"/>	CDC Pool. Install pool cover to comply with Basix	<input type="checkbox"/>
<input type="checkbox"/>	Install tap from rainwater tank with signage within	<input type="checkbox"/>
<input type="checkbox"/>	10m of the pool to comply with Basix.	<input type="checkbox"/>

INSPECTION RESULT: PASS REINSPECTION REQUIRED

NOTE: • NO DRIP FEEDING OF DOCUMENTS - PLEASE PROVIDE THE ABOVE IN ONE BUNDLE WITHIN 3 MONTHS;
• It is the policy of Form Building Certifiers Pty Ltd that an Occupation Certificate will NOT BE ISSUED after the expiration of TWELVE (12) MONTHS from the date of this Final Inspection Report.

ACCREDITED CERTIFIER [Signature] BPB No 00124 DATE 23/06/2020

Compliance Certificate for Building Design or Specification

<p>Property Description</p>	<p>Street Address: 29 Montouban Avenue, Seaforth</p>
<p>Description of Component Certified</p>	<p>Supply & Fix 23.4LM Frameless 12mm toughened glass, 1200mm high Including 1 x 8mm toughened self latching glass gate with Soft Close Hinges Including 2 x 12mm toughened glass Raked Panel Including Duplex 2205 Square Mirror Stainless Steel Spigots & Stainless Steel Pins to hold the glass</p>
<p>Basis of Certification</p>	<p>8mm, 10mm, 12mm Toughened Glass Complies with AS/NZ 2208-1996 Safety Glazing in materials; and AS 1288 -2006 Glass in Buildings; and AS 2047-2014 Windows in Buildings. Glass clamp and stainless steel clamp complies to AS 1926.1 Swimming pool safety standard; and AS 1170 Structural Design Actions. Aluminium Flat Top bar pool fencing complies with AS/ NZ 1926.1. Glass Balustrade complies to AS/ NZ 1288-2006 Glass in Buildings and Part 3.9.2 from the BCA. Frameless Glass Pool Fencing System is installed to comply with AS/NZ 1926.1 Swimming Pool Safety Standard. Semi Frameless Glass Pool Fencing System is installed to comply with AS/NZ 1926.1 Swimming Pool Safety Standard.</p>
<p>Competent Person Details</p>	<p>Name: Darren Scott Contact Person: Darren Scott Company Name: Dimension One Glass Fencing Mobile Number: 0412 044 455 Phone Number: 1300 314 527 Email Address: darren@dimension1glass.com.au Post Address: PO Box 4370, Pitt Town NSW 2756 License or Registration Number: 248500C</p>
<p>Signature of Competent Person</p>	<p>Signature </p> <p style="text-align: right;">Date: 21/03/2018</p>

Tuesday, 30 June 2020

To: Alicia Nees
Address: 29 Montauban Ave Seaforth NSW 2092

The swimming pool construction at the above address including all equipment, plumbing and fittings is in accordance with AS **1926.3** compliance.


Pool back wash and overflow will be connected to the Sydney sewerage system

Regards
Coastside Pools Pty Ltd

P. Loughland

Peter Loughland
Director

FINAL OCCUPATION CERTIFICATE

Date Application Received	18.10.2021		
Council Area	Northern Beaches	DA Number	329/2016
Occupation Certificate No	FOC2021-237	Date Approved	13.10.2022
Interim OC No	IOC2017-175	Date Approved	20.08.2020
CC No	CC2017-175-STG1 & CC2021-237-STG2	Date Approved	09.08.2017 & 26.10.2021
Principal Certifier	Craig Formosa	Registration No	BDC0124
APPLICANT / OWNER DETAILS			
Name	Nathan & Candice Mackay	Ph No	0402 923 461
Address	29 Montauban Avenue, SEAFORTH NSW 2092	Email	Mackay702@hotmail.com
DEVELOPMENT DETAILS			
Subject Land	29 Montauban Avenue, SEAFORTH NSW 2092	Lot No	91
		DP	15377
Description	Alterations and additions to the existing dwelling house		
Class of Building	1a, 10a	Value of Construction Work	\$282,000
THE BUILDING IS SUITABLE FOR OCCUPATION			
CERTIFICATES ATTACHED AND RELIED UPON FOR THIS DECISION			
Mandatory Inspection Reports, Structural Engineers, Glazing – balustrade, Termite Protection, Stormwater – Plumber & Hydraulic Engineer, Non slip finish/External stairs, External membrane balcony / planters			
RECORD OF INSPECTIONS			
Site Inspection prior to issue of Construction Certificate	20.10.2021		
Slab reinforcement	08.02.2022 02.02.2022 21.12.2021		
Dintel Wall Reinforcement	15.02.2022 16.12.2021		
Stormwater connections	28.07.2022		
Final Inspection	28.07.2022		
CERTIFICATION			
<p>I, Craig Formosa, as the certifying authority am satisfied that;</p> <ul style="list-style-type: none"> (a) the building will not constitute a hazard to the health or safety of the occupants, (b) a current Development Application is in force for the building, (c) a current Construction Certificate has been issued for the building in respect to the plans and specifications for the building, (d) the building is suitable for its use under the Building Code of Australia, and (e) all the prescribed conditions of development consent have been satisfied. <p>This Final Occupation Certificate is to be read in conjunction with Interim Occupation Certificate No. IOC2017-175.</p>			
Signed:			Date: 13.10.2022
	Principal Certifier Registration No. BDC0124		
	Registered By: Commissioner for Fair Trading		

FINAL INSPECTION REPORT

Sheet 1 of _____

ADDRESS	29 Montauban Ave, Seaford	
CONTACT	MURRAY & STONEY CREEK CONSTR.	<input checked="" type="checkbox"/> REPORT EMAILED TO APPLICANT/BUILDER
CC/CDC No	2021-237 - stage 2	DA No 329/2016

Req'd	CERTIFICATES/ITEMS REQUIRED TO ISSUE OC (indicated by ticks <input checked="" type="checkbox"/>)	Rec'd
<input type="checkbox"/>	Wet Area Certification for _____ from an appropriately qualified person, in accordance with AS3740 and Part 3.8.1 of the NCC/BCA	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Structural Engineers Certification for <u>their inspection</u> <input type="checkbox"/> Geotech Engineer _____	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Smoke Alarm Certification from a licensed Electrician, in accordance with Part 3.7.2 of the NCC/BCA	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Glazing Certification in accordance with AS1288, AS2047 and (if applicable) AS3959 BAL level _____ for <input type="checkbox"/> windows <input type="checkbox"/> doors <input checked="" type="checkbox"/> balustrades <input type="checkbox"/> pool barrier <input type="checkbox"/> other _____	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Termite Control Certification from a licensed Pest Controller, in accordance with AS3660.1	<input checked="" type="checkbox"/>
<input type="checkbox"/>	BASIX Compliance Certification from Builder, confirming all requirements have been satisfied	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Stormwater Certification from an appropriately qualified <input checked="" type="checkbox"/> NPER Civil Engineer <input checked="" type="checkbox"/> Licensed Plumber <u>confirming compliance to Hyten design 501, 502</u>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Survey Certification from a Registered Surveyor confirming the set-out of building & finished ridge height	<input type="checkbox"/>
<input type="checkbox"/>	Pool Plumbing Certification in accordance with AS1926.3	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Non-slip Stair Tread/Nose Finish Certification from Applicator, in accordance with AS4586 <u>(external stairs)</u>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Childsafe Locks on bedrooms <u>n/a</u> <input checked="" type="checkbox"/> Continuous Handrail to stairs <u>Satisfactory</u> <input checked="" type="checkbox"/> Non-slip Finish applied to stairs <u>pending certification.</u>	<input type="checkbox"/>

OTHER		
<input checked="" type="checkbox"/>	Provide certification for the external membrane by licensed contractor, to both the terrace & planter boxes. ✓	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Provide top rail to frameless glass to all areas where fall exceeds 1.0m. This includes balustrade with planters outside. ✓	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Provide evidence of resolution of dividing fence dispute. ✓	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Works have been completed satisfactorily & consistently with the DA/CC approvals.	<input type="checkbox"/>
<input type="checkbox"/>	Stormwater connections appear satisfactory.	<input type="checkbox"/>

INSPECTION RESULT: **PASS** **REINSPECTION REQUIRED**

NOTE: • NO DRIP FEEDING OF DOCUMENTS - PLEASE PROVIDE THE ABOVE IN ONE BUNDLE WITHIN 3 MONTHS;
 • It is the policy of Form Building Certifiers Pty Ltd that an Occupation Certificate will NOT BE ISSUED after the expiration of TWELVE (12) MONTHS from the date of this Final Inspection Report.

ACCREDITED CERTIFIER eformose **BDC** 00124 DATE 28/7/22



INSPECTION REPORT

Sheet 1 of 1

ADDRESS	29 MONTAUBAN AVE, SEAFORTH	
INSPECTION TYPE	DRIVEWAY	CC/CDC No 2021-237-S762
CONTACT	<input type="checkbox"/> Owner <input type="checkbox"/> Applicant <input checked="" type="checkbox"/> Builder <input type="checkbox"/> Other	
NAME	STOREY CREEK CONSTRUCTORS	<input checked="" type="checkbox"/> REPORT EMAILED TO APPLICANT/BUILDER

CERTIFIER OPINION	ACTION REQUIRED (read with NOTES below)
<input type="checkbox"/> Inspection stage is Satisfactory	<input checked="" type="checkbox"/> NO re-inspection required
<input checked="" type="checkbox"/> Inspection stage is Satisfactory subject to Action Required	<input type="checkbox"/> Re-inspection required
<input type="checkbox"/> Inspection stage is Not Satisfactory	<input checked="" type="checkbox"/> Tick if result has also been given verbally

NOTES

- Certificate required ENGINEERS CERTIFICATION
- DRIVEWAY REINFORCEMENT INCOMPLETE AT TIME OF INSPECTION
- ENGINEER & COUNCIL TO INSPECT COMPLETED RED PRIOR TO MAKING CURVE
- GENERALLY CONSISTENT WITH ENGINEERS SPECIFICATIONS
- WORKS TO BE COMPLETED IN ACCORDANCE WITH COUNCIL'S AUTHORIZATION
- THE DRIVEWAY CROSSING & ANY ASSOCIATED FOOTPATH ^{2021/} C&B
- WORKS SHALL BE IN ACCORDANCE WITH THE
- LEVELS SHOWN ON PLAN NO. A4 3330/2 NH.
- THE WORKS SHALL INCLUDE:
- ① REMOVAL OF 1.2m OF KERB WEST OF THE
- EXISTING LAYBACK
- ② REMOVE EXISTING 4m LAYBACK & CROSSING
- SLAB
- ③ REINSTATE 1m OF KERB EAST OF THE PROPOSED
- LAYBACK
- ④ CONSTRUCT 4.2m LAYBACK
- ⑤ A CROSSING SLAB 3m WIDE AT LAYBACK x 5m WIDE
- Ensure Sediment & Erosion Controls are maintained AT BOUNDARY

ACCREDITED CERTIFIER		ADC No 1714	DATE 8/2/22
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PRE CC BUILDING INSPECTION RESULT SHEET

SITE ADDRESS

29 Montauban Avenue, Seaforth

APPLICATION DETAILS

Name Nathan and Candice MacKay	OWNERS	Phone 0402 923 461
Address as above		CC No. CC2021-237-STG2
Development Type Alts adds		Date App. Received 18/10/2021

OBSERVATIONS FROM SITE VISIT

Site Access	<input type="checkbox"/> Existing driveway Crossover	<input type="checkbox"/> Battle-axe
Stormwater Drainage	<input type="checkbox"/> Slope away	<input checked="" type="checkbox"/> To street
Easements/Sewer/SW	<input type="checkbox"/> Manhole cover	<input type="checkbox"/> Open drain/channel
Bushfire Hazard	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____	
Flooding	<input type="checkbox"/> Likely <input checked="" type="checkbox"/> Not likely	
Slope of Block	<input type="checkbox"/> Geotechnical hazard, likely <input checked="" type="checkbox"/> Not likely	
Retaining Walls	<input type="checkbox"/> Levels match plans _____	
Set Backs	<input type="checkbox"/> Wall height is same as plan at highest point (measure)	
Neighbours Property	<input type="checkbox"/> Works potentially affect neighbours (excavation/zone of influence)	
Plans & Specifications	<input checked="" type="checkbox"/> Accurately depict existing site conditions/buildings <input type="checkbox"/> No	
Site/Building Features	<input checked="" type="checkbox"/> Comply with BCA <input type="checkbox"/> No _____	
Building Work Commenced	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____	

COMMENTS

Preliminary Geotech report recommends footings for garage to be taken to bedrock

ACCREDITED CERTIFIER  BPB# 0124 DATE 20/10/2021

JOB NO: 17H9014.ST-AC3
15TH February 2022

STRUCTURAL ADEQUACY CERTIFICATE

PROJECT: **PROPOSED ALTERATIONS & ADDITIONS**
LOCATION: **29 MONTAUBAB AVENUE, SEAFORTH**
ELEMENT: **DINCEL WALL, SUSPENDED SLAB, GARAGE SLAB**

Dear Sir/Madam,

The above noted alterations & additions has been regularly inspected during the course of construction, and the adequacy of the noted elements above have been assessed in accordance with the approved drawings and on the basis of local knowledge and experience.

Pouring of concrete and the maintaining of cover to reinforcement has not been supervised, however, provided that the work is completed in accordance with the design documentation and site instructions, we are satisfied that the work, when completed in accordance with good workmanship, will be structurally adequate.

I certify that the above listed elements have been inspected by a qualified practicing structural engineer. It should be noted that the assessment was a visual inspection and no physical or destructive action had taken place.

Yours faithfully,
HYTEN ENGINEERING



*Mr Michael Azar
B.Eng Dip Eng Prac MIEAust NER
Civil/Structural & Glass Engineer*



GATEWAY HOME IMPROVEMENTS

19 SCULLIN PLACE
WAHROONGA NSW 2076

Phone: (02) 9989 8450 Fax: (02) 9487 4990

Email: mail@gatewayfencing.com.au

Website: www.gatewayfencing.com.au

A division of Gateway Fence Installations Pty. Ltd

A.B.N. 48 317 789 240 A.C.N. 051 948 157

Lic No. 61144C



Style and Quality In Fencing, Glass Pool Fencing & Gates

30th August 2022.

Stony Creek Constructions

Re: 29 Montauban Ave, Seaforth.

Certificate of Compliance

This is to certify that the Glass Balustrades installed by this company at the above address has been designed and installed in accordance to AS 1170.1 BCA 3.9.2.3. The balconies are glazed in approved safety glass in accordance with the Australian Standard for Glass in Buildings AS1288, 2006, and AS 2047-1999 Safety Glazing Materials in Buildings.

Should you have any further enquires please do not hesitate to contact me.

Yours sincerely,

Jamie Ross



AN ANTICIMEX COMPANY

Certificate of Installation

New Construction AS3660.1



Flick Anticimex Pty Ltd
Sydney North
9/145 Arthur Street, Homebush West, NSW, 2140
flick.com.au
Sydney.Accounts@flick.com.au
13-14-40

F15 Cert. of Install (New Construction)

04 May 2022

Building Class Class 1 or 10
Please select the type of structure Single detached dwelling

New Construction

I certify that the installation has been carried out in accordance with the requirements of NCC 2019 Vol 2, Ver 1, Part 3.1.4 and relevant CodeMark Certificate of Conformity and in accordance with the Australian Standards 3660.1:2014

Client & Property Details

Service Order Number 231123405
Client Name The Builder
Client Company Name Stony Creek Construction Pty Ltd
Client Phone 00-0000-0000
Client Email jamie@stonycreekconstruction.com.au;
Property Address of System Installation 29 Montauban Ave, Seaforth, NSW, 2092
Location 231022934
Date the installation was completed: 04 May 2022
The Termite management system installed is A single system (not integrated)

Termite Management Systems Details

Termite Management System Type Physical Termite Management System

Physical System Details

Name of the Termite Management System Flickguard Termite Protection Sheet
Method(s) of Installation of Physical Termite Management System Expansion cold joint
Specific locations of the physical system installation Expansion cold joint
Photos of the System Installation



Limitations to the system installation **No**

Is the installed system integrated into a concrete slab? **Yes**

Slab type **Raft Slab**

Length of slab joints treated (l/m) **12**

Is the system installed in a subfloor area? **No**

Product Details

Products Used

Product	Active	Mixing Rate	Quantity Used	Batch / ID Number
Flickguard Termite Protection Sheet			12m	

Durable Notice

A Durable Notice attests that a termite management system has been installed so that future building owners or occupiers have a record of the work undertaken and relevant dates of installation.

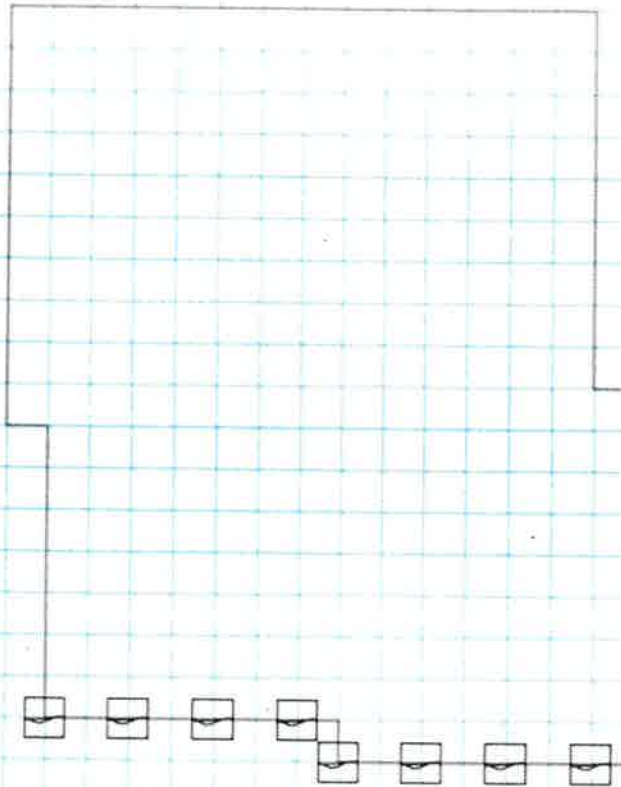
A durable notice regarding this system(s) has been fixed to: N/A

Termite Management System Installation Site Plan

Details of Site Plan:

LEGEND

-  Reticulation Chemical Application
-  Termiguard Termination Point
-  Cold Joint
-  Vertical joint Protection
-  Sheet Protection
-  Steel Post Protection
-  Group Wraps
-  Reticulation Fill Point
-  Pier Protection
-  Collar
-  Perimeter Protection Stage 2
-  Penetration
-  Elec Penetration
-  Perimeter Protection 1
-  Reticulation Line
-  Chemical Treated Zone
-  Zero Lot
-  Perimeter Protection
-  North



Certification

We confirm that this document certifies that the installation of the Termite Management System/s as described in this document have been carried out in accordance with Australian Standard AS 3660.1

Installation Company	Flick Anticimex Pty Ltd
Company Phone	13-14-40
Company Email	Sydney.Accounts@flick.com.au
Name(s) of the system installer	Matthew Maynard

Authorised Signature:



Date of issue: 04 May 2022

Terms & Conditions Of Certificate

Service Terms and Conditions

Thank you for appointing Flick Anticimex Pty Ltd ABN 85 000 059 665 (Flick) to supply you with certain products and/or services (Services).

These Terms and Conditions (T&Cs or Terms) comprise Part A of this document (General) and all other parts which are relevant to the Services provided to you

Part A: General

Part B: Timber Pest Inspection terms and conditions

Part C: Termite Management Plan and Proposal terms and conditions

Part D: Certificate of Treatment terms and conditions

Part E: Certificate of Installation (New Constructions - AS3660.1) terms and conditions

Part A General

1 Reliance

Any certificate, report or written advice produced by Flick is for the sole use and reliance of the client named in the relevant agreement, booklet or property management plan agreement. Flick and its representatives are not liable for any reliance placed on the report by any third party without Flick's prior written agreement.

2 Assignment

You must not assign any of its rights or obligations under any contract without our prior written consent, which may be given or refused in our absolute discretion.

3 Privacy Act

Subject to us complying with the Privacy Act 1988, you authorise us and our agents to collect your personal information for the purpose of providing the services and for internal administration and operational purposes, market and customer satisfaction research and in order to comply with legislative and regulatory requirements. If you do not provide your personal information, we may not be able to provide you with our Service and Equipment. We and our agents may use your personal information and disclose it to our related bodies corporate and third parties in order to inform you about products and services, special offers and discounts provided by us, our related bodies corporate and third parties that may be of interest to you. For further information on how we deal with your personal information you can view our privacy policy at flick.com.au/privacy, call 13 14 40 or send an email to privacyofficer@flick-anticimex.com.au. If you do not wish to receive direct marketing communications from us, our related bodies corporate or third parties, please contact us at privacyofficer@flickanticimex.com.au and include your name and address and we will not send you any further direct marketing communications.

4 Limitations on liability

To the maximum extent permitted by applicable law and regulations, Flick expressly excludes any warranties or guarantees that are not expressly set out in this Agreement.

After delivery of the services to you, to the extent permitted by law, Flick is not responsible or liable to you, and you release and discharge us, (in the absence of any wilful or negligent act or omission on our part) for and from any liability claim loss damage or expense of any kind or nature (including but not limited to loss of profits earnings or income direct indirect consequential contingent or resulting liability loss or damage whether to persons property or otherwise) or death or injury caused by or arising out of or relating in any manner or incidental to the services or the delivery of the services.

5 Damage

Although all care will be taken by us, we do not assume any responsibility for damage to utility/service pipes, conduit and/or fittings caused by drilling, cutting and/or trenching of soil and masonry surfaces whilst engaging in the Services. It is highly recommended that if any uncertainty exists as to the location of any utility/service pipes, conduit and/or fittings you should engage the appropriate professional to locate and mark any utility/service pipes, conduit and/or fittings before the commencement of any Services.

6 Governing law

Any agreement or terms and conditions are governed by the laws of the State where services are performed, and the parties submit to the exclusive jurisdiction of the courts of that State.

7 Termites and Environmental Conditions

7.1 The actions of property owners can be instrumental in reducing the suitability of the environment to subterranean termites. This will help in reducing the risk to the serviced structure of subterranean termite attack as well as improving the ease of inspection to the building for the presence of subterranean termites and timber pests.

7.2 For any pest management or treatment system installed by Flick (System) to work effectively, the following Environmental Conditions must be adhered to in respect of the Serviced Structure during the Cover Period:

7.3 It is important that this section is read, understood and implemented. Failure to adhere to these precautions will result in the cancellation of any free service period or timber replacement guarantee issued by Flick Pest Control.

7.4 For further advice and information contact your local Flick Pest Control representative,

7.5 **Slab edge exposure:** Where no termiticide treated zone exists, a minimum of 75mm of exposed slab edge must be maintained.

7.6 **Slab Levels:** The finished level for soil, paths, pavers, garden beds etc. must be a minimum of 75mm below weep holes.

7.7 **Storage Practices:** All areas of the subfloor and/or external perimeter of the structure should be kept clear of stored items, (a minimum clearance of 350mm away from the serviced structure is required). Any item/s stored within the property's boundaries, especially those containing cellulose such as timber, cardboard, paper, etc. must be stored in a manner that allows clear access for inspection and does not bridge, breach or disturb any part of the installed subterranean termite treated zones. Any items stored in subfloor areas must not provide accessible food for termites, hidden paths for termite entry, and must not reduce effective ventilation.

7.8 **Vegetation & Gardens:** General vegetation around foundation areas should be managed so that inspection zones and airflow are not impeded. Planting of trees near buildings must be avoided to limit root intrusion, climbing plants and/or thick vegetation growing against the side of the structure will bridge or breach the subterranean termite treated zone and provide subterranean termites with a well concealed entry point. These situations must be remedied as soon as possible by clearing plants away from the structure, leaving a clearance of at least 300mm and/or installing root barriers 300mm out from the foundation. Garden beds with coverings such as pine bark, wood-chip and/or materials containing cellulose create an environment conducive to subterranean termite activity, in addition to creating a bridge across any subterranean termite treated zones that are installed. Vegetation must be maintained so that it does not obstruct the weep holes and/or ventilation. Soil levels must be maintained at least 75mm below weep holes, any disturbance to soil adjacent to building where a termiticide treated zone is installed must be repaired immediately. Contact Flick Pest Control for assistance.

7.9 **Moisture:** Moisture sources can result in unnecessary moisture accumulation which is one of the main contributing factors in subterranean termites nesting close to, or within structures, particularly in drier areas. Moisture sources should be managed to reduce their effect on structures, surface and ground water should be diverted away from the structure by installing appropriate drainage systems. Moisture situations may result from inadequate poorly maintained:

- (a) roof drainage e.g., leaking plumbing, inadequate down-pipes;
- (b) surface drainage e.g., ground sloping towards walls, raised ground levels, garden beds and wind-blown soil;
- (c) plumbing e.g., leaking showers, unsealed tap flanges, leaking taps, cracked and perforated pipes, blocked drains and faulty connections, inadequate air conditioner and/or hot water system drainage, flashing around windows and doors, and leaking garden/lawn irrigation systems.

7.10 rainwater tanks, spas etc. installed abutting the structure pose significant moisture problems, especially when installed on a concrete pad. In such cases subterranean termites often gain entry into the structure from these concealed areas, treatment to these concealed areas is vital in any subterranean termite management plan.

7.11 **Debris Timbers:** Timber off-cuts, form timbers, etc., existing in subfloor and perimeter areas of the structure provide an attractive food source and nesting site for subterranean termites and pose an unnecessary risk. These situations must be remedied as soon as possible by removal of these items from subfloor and external areas.

7.12 **Ventilation:** Substandard ventilation in the subfloor areas of a structure result in high humidity and a moisture rich environment. Wood decay fungi and subterranean termites thrive in these conditions. Strong airflow by natural or artificial means may aid in reducing temperature and humidity in the subfloor area resulting in evaporation of soil moisture, cross-flow ventilation with the avoidance of eddy or still points should be optimized.

7.13 **Structures:** Structures such as fences, retaining walls, pergolas, etc. should be constructed using termite-resistant components. Attachments to buildings such as down-pipes, service pipes, attached fence posts, air conditioning units, hot water systems, etc. must have a nominal gap of 50mm minimum at the ground contact point to allow clear and uninterrupted visual inspection. All timber posts, fence palings, house battens, etc. in ground contact must have a nominal gap of 50mm minimum to allow clear and uninterrupted visual inspection or have an effective termiticide treated zone installed where practical.

7.14

Dead Trees and stumps: Dead trees and/or stumps are favoured nesting sites for subterranean termites and must be removed as they pose an unnecessary risk to the structure; Treatment may be conducted to these areas and is highly recommended prior to removal if subterranean termite activity is located. However, this treatment offers no protection from future/further subterranean termite activity.

Disturbance to treated soil areas: If a termiticide soil treated zone is installed to the property, the disturbance, adding to and/or removal of this soil will result in a break to the treated zone allowing subterranean termites entry through the breach, disturbance may be caused by tilling of soil, pets and/or children excavating soil, degradation and erosion by way of water runoff, installing paving and/or concrete paths, etc. Any suspected breach of the treated zone must be investigated immediately so that rectification of the breach can be undertaken. Contact Flick Pest Control for assistance.

Part B TIMBER PEST INSPECTION REPORT AND TERMS AND CONDITIONS

IMPORTANT INFORMATION:

This Timber Pest Inspection report (**Report**) has been prepared in accordance with the scope, limitations, exclusions, definitions and terms and conditions as indicated and defined in the Agreement (if applicable) and the clauses below and you agree to pay Flick for the inspection and this Report prior to or on delivery of this Report.

In the event that there is any inconsistency between the terms and conditions in this Report, the terms and conditions of the Agreement (if applicable) and any oral or written representations by Flick to you the following order of precedence applies:

1. the terms and conditions of the Agreement;
2. the terms and conditions in this Report; and
3. any oral or written representations from Flick to you.

1 INSPECTION

1.1 The inspection was in accordance with the requirements of Australian Standard AS 4349.3-2010 Inspection of buildings Part 3: Timber pest inspections. The purpose of the inspection and this Report is to provide you, the Client, with advice about the status and condition of the Property concerning Timber Pest activity.

1.2 A copy of the Australian Standard AS 4349.3-2010 Inspection of buildings Part 3: Timber pest inspections is available for purchase by you at your cost from Standards Australia.

1.3 The inspection was a visual and non-invasive inspection and is limited to those areas and sections of the Property to which Reasonable Access was both available and permitted at the time of inspection to Flick (and its representatives).

1.4 The Flick accredited inspector may have used a probe or screwdriver to tap and sound some timbers. The Flick accredited inspector may have used a moisture meter to check moisture levels in walls that back onto wet areas such as showers etc. Other than these areas, the moisture meter was not used on other surfaces by Flick Anticimex Pty Ltd except where the visual inspection indicated that there may be a need to further test the area.

1.5 The inspection did not involve any invasive inspection including cutting, breaking apart, making holes, dismantling, removing or moving objects including but not limited to, roofing, wall and ceiling sheeting, ducting, foliage, mouldings, debris, roof insulation, sarking, floor or wall coverings, sidings, fixtures, floors, pavers, furnishings, appliances or personal possessions.

1.6 The Flick accredited inspector cannot see or inspect inside walls, between floors, inside skillion roofing, inside the eaves, behind stored goods, in cupboards, in other areas that are concealed or obstructed. Insulation in the roof void may conceal the ceiling timbers and make inspection of the area unsafe. The Flick accredited inspector did not dig, gouge, force or perform any other invasive procedures. An invasive inspection can be performed by Flick if a separate contract is entered into with the owner) of the Property.

2 SCOPE OF THE INSPECTION & REPORT

2.1 This Report details any evidence of curative or preventative Termite Management Systems that were found at the time of the inspection. The inspection and this Report are confined to reporting on the discovery, or non-discovery, of infestation and/or damage caused by subterranean and dampwood termites (white ants), borers of seasoned timber, wood decay fungi (rot) present at time of the inspection.

2.2 The inspection did not cover and this Report does not comment on any pests other than Timber Pests. Dry wood termites (Family: KALOTERMITIDAE) and European House Borer (*Hylotrupes bajulus* Linnaeus) are excluded from the inspection and this Report.

2.3 Please be aware that mildew and non-wood decay fungi are commonly known as mould is not considered a timber pest but may be an indicator of poor ventilation or the presence of Termites, wood decay or water leaks. Mould and the associated spores may cause health problems or allergic reactions such as asthma and dermatitis in some people. Mildew and non-wood decay fungi has not been expressly identified as a Timber pest for the purposes of this Report.

3 LIMITATIONS AFFECTING THE INSPECTION AND THE REPORT

3.1 Nothing contained in this Report will imply that any inaccessible or partly inaccessible area(s) or section(s) of the Property are not, or have not been, infested by Termites or Timber Pests. The Report does not include the inspection and assessment of matters outside the scope of the Report.

3.2 Please be aware that this Report is not a guarantee that Timber Pest damage and/or a Timber Pest infestation does or does not exist. This Report cannot and does not warrant or guarantee in any way that Timber Pests will not infest the structure(s) and/or Property anytime in the future. The Report is indicative of the condition of the subject building and site at the date and time of the inspection only and is not to be constituted as an express or implied warranty or guarantee against latent, concealed, or future infestation or defects.

3.3 The detection of "Drywood Termites" may be extremely difficult due to the small size of the colonies. Any inspection DOES NOT IN ANY WAY search for the existence of Drywood termites on the Property. An inspection for Drywood termites can be performed upon special request.

3.4 Please be aware that Active Timber Pests may have been present within concealed or partly concealed locations of the structure(s) and/or within the boundaries of the Property at the time that the inspection was carried out. It is also possible that there may be Active Timber Pest within the structure(s) or boundaries of the Property at the time of writing of the Report. The inspection only covers the readily accessible areas of the building and site. The inspection does not include areas which were inaccessible, not readily accessible or obstructed at the time of the inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection and may include – but not limited to – fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, stored clothing/articles/materials, thermal insulation, sarking, pipe/duct work, builder's debris, vegetation, pavements or earth.

3.5 Please be aware that if the Property inspected is occupied then furnishings or household items may have concealed evidence of problems, which may only be revealed when the items are moved or removed.

3.6 The Flick accredited inspector can only make comment on those areas of the Property to which Reasonable Access is both available and permitted at the time of inspection.

3.7 The Flick accredited Inspector does not possess technology advanced enough and accurate enough to thoroughly and conclusively, look inside wall cavities and other visibly and/or physically inaccessible areas of a structure, without removal of interior linings, external cladding and a myriad of other obstructions incorporated in any type or mode of building construction. New technology does exist, in the form of a limited number of instruments that do assist in more thorough inspection of concealed areas of structure(s). However, these technologies do have distinct, inherent limitations and unless expressly stated to you in writing, have not been used in the conduct of the inspection or the preparation of this Report in respect of the Property.

4 DETERMINING EXTENT OF DAMAGE

4.1 This Report does not and cannot state the extent of any Timber Pest damage. If any evidence of Timber Pest activity and/or damage resulting from Timber Pest activity is reported either in the structure(s) or the grounds of the Property, then you must assume that there could be some concealed damage which may be structural and load bearing within the structures(s). If Timber Pest activity or damage is mentioned in this Report, it may be strongly recommended that an invasive Timber Pest Inspection (for which a separate contract is required with the owner of the property) should be carried out and you should arrange for a qualified person such as a builder, engineer or architect to carry out a structural inspection to determine the full extent of the damage and the extent of repairs that may be required.

4.2 Damage may only be found when wall linings, cladding or insulation are removed to reveal previously concealed timber. You agree that neither Flick nor the Flick accredited inspector conducting the inspection is responsible or liable for the repair of any damage whether disclosed by the Report or not.

5 COMPLAINTS AND DISPUTE RESOLUTION PROCEDURE

5.1 In the event of any dispute arising out of, or relating to the inspection or this Report, you must notify Flick as soon as possible of the dispute or claim. Please contact our Branch who provided the Services at Flick Anticimex Pty Ltd of Unit 9, 145 Arthur Street, Homebush West NSW 2140: Phone number 13 14 40

5.2 You must allow Flick (which includes persons nominated by Flick) to visit the Property (the visit must occur within twenty-eight (28) days of your notification to Flick) and give Flick full access in order that Flick may fully investigate the complaint. You will be provided with a written response to your dispute or claim within twenty-eight (28) days of the date of the inspection.

5.3 If you are not satisfied with Flick's response you must within twenty-one (21) days of your receipt of Flick's written response refer the matter to a mediator nominated by Flick from the Institute of Arbitrators and Mediators of Australia (**Mediator**). The cost of the Mediator will be borne equally by both parties or as agreed as part of the mediated settlement.

5.4 Should the dispute or claim not be resolved by mediation then the dispute or claim will proceed to arbitration. The Institute of Arbitrators and Mediators of Australia will appoint an arbitrator who will hear and resolve the dispute. The arbitration, subject to any directions of the Arbitrator, will proceed in the following manner:

- (a) The parties must submit all written submissions and evidence to the arbitrator within twenty-one (21) days of the appointment of the arbitrator;
- (b) The arbitration will be held within twenty-one (21) days of the arbitrator receiving the written submissions. The arbitrator will make a decision determining the dispute or claim within twenty-one (21) of the final day of the arbitration;
- (c) The arbitrator may, as part of his determination, determine what costs, if any, each of the parties are to pay and the time by which the parties must be paid any settlement or costs. The decision of the arbitrator is final and binding on both parties. Should the arbitrator order either party to pay any settlement amount or costs to the other party but not specify a time for payment then such payment shall be made within twenty-one (21) days of the order.

5.5 In the event you do not comply with the above complaints procedure and commence litigation against Flick then you agree to fully indemnify Flick against any awards, costs, legal fees and expenses incurred by Flick in having your litigation set aside or adjourned to permit the foregoing complaints procedure to complete.

6 DEFINITIONS

6.1 You should read and understand the following definitions of words used in the Agreement (if applicable) and this Report. This will help you understand what is involved in a Timber Pest inspection, the difficulties faced by an inspector and the contents of the Report which Flick will provide to you following the inspection.

- (a) **Access hole** means a hole in the structure allowing entry to an area.
- (b) **Active** means that live Timber Pests were sighted during the inspection.
- (c) **Agreement** means the Timber Pest Pre-Inspection Agreement (including the background and any document referred to in it) that you entered into with Flick (if any) prior to provision of this Report.
- (d) **Client** means the party identified as the client in the details on the front page of the Agreement (if any) and this Report, and where more than one party, all such parties jointly and together with any agent of that party who requested the report. If ordered by the client's agent, then it is agreed that the agent represents the client and has the authority to act for and on behalf of the client.
- (e) **Conditions Conducive** means the following conditions conducive to undetected Termite entry:
- (f) **Flick** means Flick Anticimex Pty Ltd (ACN 000 059 665) who is the company you have requested to carry out a Timber Pest inspection and provide this Report.
- (g) **High moisture readings** means a reading on a moisture meter that is higher than the norm for other parts of the structure. Such high reading should be investigated by invasive means as the high reading could indicate a leak or timber pest activity and damage.
- (h) **Inactive** means that no Active Timber Pests were detected but evidence such as workings, damage, mudding or exit holes are found at the time of the inspection. NOTE: Where visual evidence of inactive termite workings and/or damage is located, it is possible that termites may still be active in the immediate vicinity and the termites may continue to cause further damage. It is not possible, without benefit of further investigation and inspections over a period of time, to ascertain whether any infestation is active or inactive. Continual, thorough, regular, inspections are essential.
- (i) **Property** means the structures, gardens, trees, fences etc. up to fifty (50) metres from the exterior walls of the main building but within the boundaries of the land on which the main building is erected. Unless you, the client specifically ordered in writing that structures, gardens, trees and fences etc. outside the fifty (50) metre radius from the exterior walls of the main building be inspected prior to the inspection, no such inspection was carried out.
- (j) **Reasonable Access** means only areas to which reasonable access was available at the time of inspection. The Australian Standard AS 4349.3-2010 defines reasonable access. Access was not made where there were safety concerns, or obstructions, or the space available was less than the following:

(i) **Roof Void** - the dimensions of the access hole into the ceiling space should be at least 500mm x 400mm and be accessible from a 3.6 Metre high ladder. There must be space to crawl no smaller than 600mm x 600mm.

(ii) **Roof Exterior** - Only areas accessible from a 3.6-metre-high ladder will be inspected.

(iii) **Subfloor** - Access is normally not available where dimensions are less than 500mm x 400mm for the subfloor access hole and less than 400mm of crawl space beneath the lowest bearer, or less than 500mm beneath the lowest part of any concrete floor.

- (k) Reasonable access did not include the use of destructive or invasive inspection methods. Nor did reasonable access include cutting or making access traps or moving heavy furniture or stored goods. The Flick accredited inspector determined whether or not there was sufficient space to allow safe access to confined areas.
- (l) **Report** means the report issued to you by Flick following Flick's inspection of the Property.
- (m) **Slab Edge Exposure**: Where external concrete slab edges are not exposed, this presents a high risk of concealed Termite entry. In some buildings built since July 1995, the edge of the slab forms part of the termite shield system. In these buildings an inspection zone of at least 75mm (slab edge exposure of 75mm minimum from the top of the slab edge down) should be maintained to permit detection of Termite entry (during inspections). The concrete edge should not be concealed by render, tiles, cladding, flashings, moisture membranes, adjoining structures, paving, soil, turf, vegetation or landscaping etc. Where this is the case you should arrange to have the slab edge exposed for inspection. Concealed Termite entry may already be occurring but could not be detected at the time of the inspection. This may have resulted in concealed timber

- damage. Termites often gain entry into a building by tracking over the foundation slab edges. Covering the edge of a concrete slabs makes concealed Termite entry easy. Infill slab type construction has an even higher risk of concealed Termite ingress as the slab edge is concealed due to the construction design and cannot be exposed. The type of slab may only be determined by assessment of the construction plans by a qualified person e.g. Builder, Architect. Construction Plans may be obtainable by your conveyancer. Termite activity and or damage may be present in concealed timbers of the building. We strongly recommend frequent regular inspections in accordance with AS 4349.3. Where the slab edge is not fully exposed, or the slab is an infill slab or the slab type cannot be determined then we strongly recommend inspections every 3 to 6 months.
- (n) **Termites** means subterranean and dampwood termites (white ants) and does not include dry wood termites.
- (o) **Termite Shields (Ant Caps)** should be in good order and condition so Termite workings are exposed and visible. This helps stop Termites gaining undetected entry. Joins in the shielding should have been soldered during the installation. Whenever it is evident that the joins in the shielding have not been soldered then the shielding must be reported as inadequate. It may be possible for a builder to repair the shielding. If not, a chemical treated zone may need to be installed to the soil abutting the foundation piers to deter Termites from gaining concealed access to the building.
- (p) **Timber Pests** means subterranean and dampwood termites (white ants), borers of seasoned timber, wood decay fungi (rot) present and, for the avoidance of any doubt, specifically excludes dry wood termites (Family: Kalotermitidae) and European House Borer (Hyloterpes bajulus Linnaeus).
- (q) **Weep holes in external walls:** It is very important that the weep holes in brick foundation walls are not concealed or covered at all by soil, lawn, concrete paths or pavers. Sometimes they have been covered during the rendering of the brick work. They should be clean and free flowing. Covering the weep holes in part or in whole may allow concealed or undetected Termite entry.

Part C TERMITE MANAGEMENT PLAN AND PROPOSAL TERMS AND CONDITIONS

1 Quotes, contracts and Terms

- 1.1 A quote or proposal given by Flick does not constitute an offer to provide any services. A quote or proposal is valid for thirty (30) days only and Flick reserves the right to withdraw or amend it at any time.
- 1.2 A contract will only be formed after we accept an order from you, the client (whether by issue of our standard work order, performance of the services set out in the order or otherwise) and will be subject to these Terms.
- 1.3 These terms replace all trading terms and conditions which may have applied between us and you.
- 1.4 These terms apply to the extent permitted by law, to the exclusion of any conditions or terms of purchase which the client may use or purport to apply to the contract.
- 1.5 We may vary these terms at any time by giving notice to you.

1 Description of the Services

- 1.1 Any quantities, weights or dimensions included in any quote, catalogues, advertisements, illustrated matter or price lists are approximates only and will not be binding unless and to the extent only that such details are specified in a contract with you.

2 Ownership of Drawings

- 2.1 Technical documents, specifications or drawings submitted to you before a contract is formed remain the property of us at all times and may not be transmitted to a third party, copied, reproduced or used by you unless our prior written permission of the company is obtained.

3 Statutory Warranty

- 3.1 Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- (a) to a refund for the unused portion, or
- (b) to compensation for its reduced value.

- 3.2 You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

4 Warranties

- 4.1 The services comprise our assessment of the best way to manage your needs, any expected results from the services communicated by us to you are our assessment of the most likely outcome for you and do not and will not be deemed to constitute a warranty or guarantee by us that any expected results will in fact be achieved by the services.
- 4.2 Subject to the provisions of the contract, all and any express or implied terms, conditions, warranties and representations with respect to the standard, quality, condition, fitness, durability or suitability of the services (except those expressly contained in these terms or otherwise expressly agreed to in writing by us) are to the extent that the same may be excluded by law, hereby expressly negated and excluded.
- 4.3 You must satisfy yourself as to the standard, quality and suitability of the services and the fitness of the services for the purpose(s) for which the services are being purchased and as to its compliance with the description (if any) of such services. Any description is for identification purposes only and the use of a description does not of itself make any contract a contract of sale by description.
- 4.4 These terms shall not exclude, restrict or modify or have the effect of excluding, restricting, modifying the application in relation to a contract of all or any of the provisions of division 1 of Part 3-2 of schedule 2 to the Competition and Consumer Act 2010 ("the act") or the exercise of right conferred by such a provision or any liability of us for breach of a guarantee implied by such a provision but all other guarantees, conditions of warranties which would or might otherwise be implied are hereby expressly excluded and negated.

4.5 To the extent that the Competition and Consumer Act 2010 permits us to limit our liability for a breach of a guarantee implied pursuant to division 1 of Part 3-2 of schedule 2 of the act, then our liability for such breach including any consequential loss which you or any third party may sustain or incur is limited, at our option, to:

- (a) the replacement or repair of the any goods supplied to you;
- (b) the supply to you of equivalent services; or
- (c) the payment of the cost or replacing or repairing the goods or of having the equivalent services supplied again, whichever may be determined in our absolute discretion to be appropriate in the circumstances.

4.6 The benefits of any warranty herein contained do not apply in the case of:

- (a) Defects in any goods caused by your misuse or neglect; or
- (b) Services, which have been altered or added to or otherwise modified without our prior written consent.

5 Release and Indemnity

5.1 After delivery of the services to you, to the extent permitted by law, Flick is not responsible or liable to the you, and you release and discharge us, (in the absence of any wilful or negligent act or omission on our part) for and from any liability claim loss damage or expense of any kind or nature (including but not limited to loss of profits earnings or income direct indirect consequential contingent or resulting liability loss or damage whether to persons property or otherwise) or death or injury caused by or arising out of or relating in any manner or incidental to the services or the delivery of the services.

6 Price

6.1 The price payable for the services is the price or prices stated or otherwise set out in this booklet, our standard work order form or as otherwise notified to you in writing.

7 Payment Terms

7.1 Payment terms are strictly defined as;

- Residential properties (houses, apartments, strata) - Unless covered by a separate agreement - payment is prior to installation service.
- Commercial properties - Thirty (30) days from the date of invoice.

7.2 If payment is not made within payment terms, you will be in default under the contract and we may do any or all of the following:

- (a) decline to supply any further services to you;
- (b) change the terms on which any future services are provided, including prepayments; and
- (c) demand payment of all monies payable by you to us on any account whatsoever, whether or not the amounts claimed are due and payable.

8 Timber Pest Inspection and Report

8.1 If a timber pest inspection/report is required as part of your suggested property management plan you acknowledge that:

- (a) The inspection report does not include the inspection and assessment of matters outside the scope of the requested inspection and report.
- (b) The inspection only covers the readily accessible areas of the building and site. The inspection does not include areas which were inaccessible, not readily accessible or obstructed at the time of the inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection and may include – but not limited to – fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, stored clothing/articles/materials, thermal insulation, sarking, pipe/duct work, builder's debris, vegetation, pavements or earth.
- (c) The detection of "Drywood Termites" may be extremely difficult due to the small size of the colonies. Any inspection DOES NOT IN ANY WAY search for the existence of Drywood termites. An inspection for Drywood termites can be performed upon special request.
- (d) The inspection and report is not a structural damage report. If it reveals evidence of any timber pest activity/damage, it is recommended that the client engage the appropriate professional to conduct a full inspection to ascertain the extent of any damage.
- (e) The inspection and report is indicative of the condition of the subject building and site at the date and time of the inspection only and is not to be constituted as an express or implied warranty or guarantee against latent, concealed, or future infestation or defects.
- (f) The inspection is to be produced for the sole use of the client named in the booklet or property management plan agreement. The company or its representatives are not liable for any reliance placed on the report by any third party.

9 Delays

9.1 We are not be liable for any loss or damage suffered by you by reason of a delay, suspension or cancellation of any services in part or in whole for any reason beyond our control, breakage or failure of any machinery or apparatus required to deliver the services or labour trouble, strikes, lockouts or injunctions, services delayed, suspended or cancelled under this clause may at the option of the company be cancelled completely or delivered at a later time, (without any liability attaching to us as a consequence) and in either case, we will notify you in writing accordingly.

10 Risk and Title

10.1 Title to any goods or materials supplied by us to you as part of the services does not pass to the you until such time ("the specified time") as the cost of the services and all other moneys (if any) due from you to us in respect of the services or under any contract between the us and you has been paid to us in full.

10.2 Until the specified time, you are only a bailee of any goods or materials for us and you will:

- (a) Hold the goods or materials until the specified time as to enable them always readily to be identified as our property; and
- (b) Upon written demand re-deliver the goods or materials to us or allow us by our servants or agents to enter upon any premises where the goods or materials are stored recover the Same.

10.3 Any goods and materials are at our risk until the time they are delivered to you, when risk passes to you.

11 Damage

11.1 Although all care will be taken by us, we do not assume any responsibility for damage to utility/service pipes, conduit and/or fittings caused by drilling, cutting and/or trenching of soil and masonry surfaces whilst engaging in the application of the selected property management plan. It is highly recommended that if any uncertainty exists as to the location of any utility/service pipes, conduit and/or fittings you should engage the appropriate professional to locate and mark any utility/service pipes, conduit and/or fittings before the commencement of treatment.

11.2 We are not experts in the construction or building trades, any property management plan proposal and/or its associated components do not and cannot state the extent of any structural damage caused by subterranean termites, wood decay fungi or borer infestation. If any past/present/suspected damage is brought to your attention it is recommended that the owner or other interested parties contact a qualified building engineer, architect, or other qualified expert in the construction or building trades to determine the existence and/or extent of possible structural damage to the building or structures pertaining to this property management plan.

11.3 During the course of the selected property management plan we may be required to carry out tests and procedures using the following techniques and instruments:

- (a) Electronic moisture detecting meter - an instrument used for assessing the moisture content of timber.
- (b) Stethoscope/listening device -- a listening device used to hear sounds within building elements.
- (c) Termatrac -- an electronic device used to track termite movement within building elements.
- (d) Borescope -- an instrument used to view the internal of voids through a small hole, usually a hole will be made to accommodate this method.
- (e) Sounding -- a technique where building elements are tapped with a solid object.
- (f) Probing -- a technique where timber and other materials/areas are penetrated with a sharp instrument.
- (g) The removal and/or cutting and/or drilling of certain building elements to ascertain subterranean termite infestation/activity and suitability for treatment may also be required.

11.4 Although all care will be taken, we are not liable for damage caused by tests or treatment techniques that are a required as part of the selected property management plan.

12 Cancellation

12.1 Any request for cancellation of an order for services must be made in writing. Any request for cancellation is of no force or effect and is not binding on us unless and until the request for cancellation is accepted by us in writing. Consent to a request for cancellation of any order for services is at our sole and absolute discretion.

13 Environmental Conditions

13.1 You agree to read, understand and implement any environmental or other corrections as required by us within the time period stipulated. Failure to implement and maintain these corrections will reduce the effectiveness of the selected property management plan and will affect the free service period.

13.2 You will inform us immediately if you become aware of any circumstances that are outlined in the environmental maintenance information and or directions provided with any documentation in regard to the property management plan.

14 Warranty Service

14.1 To the extent permitted by law, no warranty period applies in respect of the services unless we have expressly offered a warranty period as a term of the contract you.

14.2 If you have a problem with our services or believe that you may have a services warranty claim in relation to our services:

- (a) please contact our Branch who provided the services (or if this is not convenient call us at 13 14 40);
- (b) arrange for inspection of your premises and an assessment of the effectiveness of the services may be carried out by us, at our expense.
- (c) if a warranty period applies under clause 14.1, you must allow us access to your premises at all reasonable times as required by us to undertake any warranty work.

15 Waiver

15.1 A party does not waive a right or power simply because it fails to exercise or delays exercising that right or power. A single exercise or power does not prevent in exercising it again or exercising any other right or power. A right or power may only be waived in writing signed by the party to be bound by the waiver.

16 Severability

16.1 Any provision in these terms which is invalid or unenforceable is to be read down, if possible, so as to be valid and enforceable. Otherwise, the offending provision may be severed to the extent of the invalidity of unenforceability, without affecting the remaining provisions of these terms.

17 Notices

17.1 Any notice to be given or an invoice to be issued by us under these terms may be given or issued by:

- (a) leaving it at, or posting it to, your address last notified in writing to us; or
- (b) faxing it to your last fax number, last notified in writing to us.

17.2 Any notice posted to you will be deemed to have been received by you three business days after the date on which the notice was posted.

17.3 Any notice emailed to you will be deemed to have been received by you when transmitted to you and we have received a successful facsimile transmission report.

18 Interpretation

18.1 In these terms, unless the context otherwise requires:

- (a) if you, the client comprises more than one person, any promise or agreement by you, the client binds each person individually and all of them jointly;
- (b) a reference to the you, the client includes your legal personal representatives, administrators and successors;
- (c) a reference to legislation includes any amendment to that legislation, any consolidation or replacement of it and any subordinate legislation made under it;
- (d) Words employing the singular number or plural number will be deemed to include the plural number and the singular number respectively;
- (e) any words importing any gender will include every gender

19 Definitions

19.1 In this agreement unless the context requires otherwise the following expressions shall have the following meanings respectively;

- (a) **Company us, our, we and Flick** means Flick Anticimex Pty Ltd ABN 85 000 059 665 of Unit 9, 145 Arthur Street, Homebush West NSW 2140 and any of our related bodies corporate.
- (b) **Contract** means all those documents comprising the agreed terms of sale of services by us to you including but not limited to purchase orders, invoices, these terms and such other our written material relating to the services and which is issued to or brought to the notice of you and any writing of the client issued to us and accepted by us in writing as constituting a term or condition of the contract.
- (c) **Client** means you, the client who requires the Services.
- (d) **Services** means any pest eradication or management services provided by Flick.
- (e) **Terms** means these Terms and Conditions.

Part D CERTIFICATE OF TREATMENT TERMS AND CONDITIONS

1 Express limitations and conditions on treatments and systems

By entering into a written agreement with Flick in relation to the installation of the treatment System for the Serviced Structure, you agree that these terms and conditions will apply in relation to the System. Subject to applicable law and regulatory requirements:

(a) Flick disclaims any warranty or guarantee that is not expressly set out in these terms; and

(b) you acknowledge that the System may not perform adequately to prevent termites or the relevant pests unless the requirements or disclaimers set out in these terms are strictly followed and satisfied.

1.2 **Environmental Conditions:** For any pest management or treatment system installed by Flick (**System**) to work effectively, the Environmental Conditions under Part A General must be adhered to.

To the extent that any of the aforementioned Environmental Conditions are not complied with:

- (a) you expressly acknowledge that the System may not properly function or provide adequate protection throughout the Cover Period for the Serviced Structure; and
- (b) you agree to release Flick from any claims, liability, loss or damage arising from any failure or inadequate protection provided by the System to the extent that those claims, liabilities, losses or damages arise directly or indirectly from the failure to comply with the Environmental Conditions set out above.

1.3 **Australian Standards:** With reference to Australian Standards AS 3660 Part 1 and Part 2, a termite treated zone constructed in accordance with this standard cannot prevent termite attack as treated zones may be bridged or breached. Where termites bridge treated zones, the evidence may be detected during regular inspections. Flick does not provide any warranty or guarantee beyond what requirements of the aforementioned Australian Standard.

1.4 **Inspection - Frequency:** The building owner should ensure that regular inspections, at least every 12 months, of the building are carried out by a person competent in Unit 8 (Inspect for and report on timber pests) of the National Pest Management Competency Standards.

1.5 **Frequency of Inspections:** Regular, competent inspections should be carried out at least on an annual basis but more frequent inspections are strongly recommended. Additional inspections are recommended when bridging or breaching of a treated zone may have occurred, such as by home additions, alterations, earthworks or landscaping adjacent to buildings. Such routine inspections will not prevent termite attack but will allow evidence of further termite activity to be detected. Early detection will allow remedial treatment to be commenced sooner and damaged to be minimised.

2 Termiticide in the System

2.1 **Termiticide Period of Protection Details:** The termiticide applied to the areas marked on the plan of the Serviced Structure, has an expected protection period (life span in soil) as stated on the label and approved by the Australian National Registration Authority.

2.2 **Note the termiticide label states:** The need for retreatment is to be determined as a result of at least annual inspection by a licensed pest control operator. More frequent inspections may be required in high-risk termite areas.

2.3 In determining the need for retreatment, factors such as local termite pressure, breaches of the treated zone and termiticide longevity should be considered.

2.4 Termites are on occasion capable of bridging treated zones and therefore regular inspections as detailed in the Australian Standard 4349.3 are required. Where regular inspections are not conducted in accordance with this standard, the System may not perform adequately.

2.5 Several factors contribute to the longevity of the termite treatment and must be considered when evaluating the need for retreatment.

2.6 The actual protection period will depend on the termite hazard, climate, soil conditions and rate/type of termiticide used.

2.7 Flick in no way guarantees or warrants the protection period as stated on termiticide labels used in the System.

3 Definitions

In these 'Certificate of Treatment' terms, unless the context requires otherwise:

(a) **Cover Period** means the period during which the System and any applicable warranties pursuant to these terms continues to apply, pursuant to any other written agreement between Flick and you relating to the System and/or the Serviced Structure or otherwise as agreed in writing between Flick and you.

(b) **Serviced Structure** means the property structure (including surrounding structures, gardens, trees fences etc. up to (50) metres from the exterior walls of the main building but within the boundaries of the land on which the main building is erected) on which the System was installed, as detailed in the written agreement between you and Flick relating to the System.

(c) **System** means the pest management or treatment system installed by Flick on the Serviced Structure.

Part E CERTIFICATE OF INSTALLATION (NEW CONSTRUCTIONS - AS3660.1) TERMS AND CONDITIONS

1 PURPOSE OF TERMITE MANAGEMENT SYSTEMS

1.1 **Disclaimer of Liability to Third Parties:-** This certificate is made solely for the benefit of the owner/builder named on the face of the Agreement or this Certificate and no liability or responsibility whatsoever is accepted by Flick in respect of any third party who may rely on the Certificate either wholly or in part. Any third party acting or relying on this Certificate whether in whole or in part does so at their own risk.

2 LIMITATIONS

2.1 This Termite Management System is dependent upon the provision of a complete termite management system around the structure(s) on the Property.

2.2 With Pre-Construction treatment it is the responsibility of the builder/owner to ensure that the site is properly prepared in accordance with AS2870 and AS3600.1 and relevant Standard or National Construction Code before the treatment is commenced. Failure to ensure compliance with these Australian Standards may result in a failure of the Termite Management System performance.

2.3 The Installer and Manufacturer highly recommends that regular competent inspections take place minimum 12 monthly. Where the termite risk is high or the building type is susceptible to termite attack, more frequent competent inspection (3-6 months) must be undertaken, as recommended in AS 3660. Termites may build around barriers but they can be detected more readily during routine inspections.

2.4 Limited liability is accepted for any treatment failure in line with the Product Warranty Package.

2.5 This treatment only applies to the protection of the structure(s) as detailed on the face of this Certificate against attack by subterranean termites. It does not provide for protection against other pest(s). In particular it doesn't provide any protection against "drywood termites", Family Kalotermitidae.

2.6 Responsibility for timber damage is limited as per the Product Warranty Package.

2.7 This Termite Management System can be rendered ineffective due to building alterations, renovations, additions (including pergolas, awning, verandas, etc.) introducing infested materials, off cuts and formwork left on site, material stored against the building, disturbing external gardens, pathways, etc. adjacent to the areas protected and through establishing lawns and or garden beds adjacent to the protected areas. (Such changes to the property are likely to breach the Termite Management System). Where such changes occur further treatment is essential. Precautions must be taken to ensure that the Termite Management System is not damaged in any way.

2.8 With a concrete slab on ground structure it is important that the edge of the slab remains exposed and is not covered by garden materials e.g., soil, pine, and bark or similar, unless a full Termite Management System is installed about the perimeter of the structure. Also, air vents and or weep holes must never be blocked or covered.

2.9 Do not use untreated timbers for garden beds or retaining walls as they attract termites. Increased moisture or poor ventilation will also provide conditions for increased risk of termite attack.

VERY IMPORTANT:

The Certificate is in one part, a Certificate of Installation, Application and Completion. The Certificate does not in itself certify the Property has been protected in compliance with current version NCC Val 1-10 and 2-9.

The Certificate of Installation, Application and Completion must be provided, in full, confirming that all elements for the Termite Management System program in accord with the National Construction Building Codes of Australia and or Australian Standards have F15 Cert. of Install (New Construction)

been completed.

A Termite Management System is not complete unless it has a full system inclusive of all slab penetrations and services.

If you become aware of any breaches to the Termite Management System or changes to the Property such as those detailed above you should immediately contact your Flick Branch who installed the Termite Management System within 10 working days in writing or via electronic format. Failure to contact your Flick Branch in such period may result in damage or failure of the Termite Management System and require a new Termite Management System to be installed (in which case you may be required to incur additional fees and void any System Warranties).

It is your responsibility to ensure that the inspections set out as a condition of the warranty as per the recommendations of Australian Standard AS3660.1 and completed in accordance with AS3660 are performed. Please contact your Flick Installer for further details.

IMPORTANT INFORMATION:

The Australian Standard AS3660.1 Termite Management, New Building Works provides details for minimising the risk to buildings from termite attack, and methods for treatment to minimise termite infestations. The provision of a complete Termite Management System will impede and discourage termite entry into buildings. It cannot prevent termite attack. Termites can still bridge or breach barriers, but they can be detected more readily during routine inspections.

Regular Timber Pest Inspections in accordance with AS3660 should be undertaken in order to maintain the System Warranty and the integrity of your Termite Management System.

3 DEFINITIONS

In these 'Certificate of Installation' terms, unless the context requires otherwise:

- (a) **Agreement** means the written agreement between Flick and the owner or builder relating to the installation of the Termite Management System.
- (b) **Certificate** means the certificate of installation, application and completion provided by Flick to the owner or builder relating to the installation of the Termite Management System.
- (c) **Flick** means Flick Anticimex Pty Ltd.
- (d) **Property** means the property on which the Termite Management System was installed, as identified in the Agreement or the Certificate.
- (e) **System Warranty** means the warranties relating to the Termite Management System, as set out in the Warranty package You received at time of installation.
- (f) **Termite Management System** means the termite management system installed by Flick on the Property.



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0431 972 334

ABN 93 624 362 321
Lic No. 323904

27th April 2022

To whom it may concern,

I, Sam Mackay, Director of Makplumb Solutions Pty Ltd (Lic No. 323904) certify that work carried out at 29 Montauban Avenue Seaforth complies with the AS/NZ 3500 standards.

- Carry out storm water pipework as per engineer (Hyten Engineering Pty Ltd) specifications
- Carry out install of pipework as per storm water plan.
- Install sufficient storm water subsoil drainage as required.
- Install new onsite detention pit for basin with required 70mm orifice plate and trash screen.
- Install 200x100 hot dipped rectangle hollow section to street as required per plan.
- All downpipes and existing pipework are connected to new O.S.D with an outlet of 150mm as per engineer's plan.

Sam Mackay
Director - Makplumb Solutions Pty Ltd

3rd May 2022

To whom it may concern.

I, Sam Mackay, Director of Makplumb Solutions Pty Ltd (Lic No. 323904) certify that work carried out at 29 Montauban Avenue Seaforth complies with the AS/NZ 3500 standards.

Works completed are in accordance with the Hyten Engineering Pty Ltd plans / specifications for "Ground Floor Drainage Plan" dated 10-07-2017 ("Project Number 17H9014" & "Drawing Number S01") and "Stormwater Section Details" dated 10-07-2017 ("Project Number 17H9014" & "Drawing Number S02").

Specifically, Makplumb Solutions Pty Ltd:

- Completed storm water pipework as per engineer (Hyten Engineering Pty Ltd) specifications
- Completed installation of pipework as per storm water plan.
- Installed sufficient storm water subsoil drainage as required.
- Installed new onsite detention pit for basin with required 70mm orifice plate and trash screen.
- Installed 200x100mm hot dipped rectangle hollow section to street as required per engineer's plans
- Confirms that all downpipes and pre-existing pipework are connected to new O.S.D with an outlet of 150mm as per engineer's plans



Sam Mackay
Director - Makplumb Solutions Pty Ltd

Stormwater Drainage Management

Client Name: Nathan Mackay
Address: 29 Montauban Avenue
Seaforth NSW 2092

Project: Additions and alterations to Residence at
29 Montauban Avenue
Seaforth NSW 2092

Certificate ref: 22081– Final SW

Re: No. 29 Montauban Avenue, Seaforth NSW 2092

After completion of the construction work on site for additions and alterations at **No. 29 Montauban Avenue, Seaforth NSW 2092** inspection of the following item was made:

- Stormwater drainage discharge system Including following elements:
- Site discharge pipe connecting discharge pit and kerb and gutter
- On-site detention basin

The inspected elements of stormwater drainage system satisfy the design requirements as indicated on stormwater plans prepared by HYTEN ENGINEERING dated 10/07/2017.

Yours sincerely
Michal Korecky MIE Aust NER (Civil/Structural)
Sydney 06/10/2022





abn 216 444 257 94
lic 370485C
p 0433492700
e jamie@stonycreekconstruction.com.au
w www.stonycreekconstruction.com.au
a 234 Stony Creek Rd Kimbriki 2429

CERTIFICATE OF COMPLETION – NON SLIP STAIRS

Date: 30th AUGUST, 2022

Certificate No:00011

We, Stony Creek Construction PTY LTD certify that the following external areas listed have been treated with non slip material according to the manufactures instructions.

WORK PREFORMED AT: 29 Montauban Avenue Seaforth

BUILDER/OWNER: Stony Creek Construction PTY LTD

AREAS TREATED: Main stairs

PRODUCT USED: Sealers Plus – Grip it

DATE OF COMPLETION: 25th April 2022

Sincerely,

Jamie Wareing

Director



abn 216 444 257 94
lic 370485C
p 0433492700
e jamie@stonycreekconstruction.com.au
w www.stonycreekconstruction.com.au
a 234 Stony Creek Rd Kimbriki 2429

CERTIFICATE OF COMPLETION

Date: 2ND AUGUST, 2022

Certificate No:00010

We, Stony Creek Construction PTY LTD certify that the following external areas listed have been waterproofed according to the manufactures instructions and complies with the requirements of AS 4654 PARTS 1 & 2 2012-waterproofing membrane systems for exterior use – Above ground level.

WORK PREFORMED AT: 29 Montauban Avenue Seaforth

BUILDER/OWNER: Stony Creek Construction PTY LTD

AREAS TREATED: Planter boxes

PRODUCT USED: ASA Polyurethane Membrane

DATE OF COMPLETION: 28th March 2022

Sincerely,

Jamie Wareing

Director



CERTIFICATE OF COMPLETION

LICENCE: 299688C

Date: 2ND AUGUST, 2022

Certificate No: 00009549

We, CWWP PTY LTD certify that the following external areas listed have been waterproofed according to the manufactures instructions and complies with the requirements of AS 4654 PARTS 1 & 2 2012–waterproofing membrane systems for exterior use – Above ground level.

WORK PREFORMED AT: 29A MOUNTAUBAN AVENUE
SEAFORTH

BUILDER/OWNER: STONEY CREEK CONSTRUCTIONS

AREAS TREATED: BALCONY

PRODUCT USED: ASA POLYURETHANE MEMBRANE

DATE OF COMPLETION: 28TH MARCH, 2022

Yours faithfully

Ben Smith
Director

'Palms Business Park'
Unit 14, No 13 Cnr. Nells & Gibbens Road, West Gosford NSW, 2250
Ph: 4321 0609 Fax: 4323 1959
Email Ben Smith – ben@cwwp.com.au Email Stacey Smith – stacey@cwwp.com.au
CWWP PTY LTD trading as COASTWIDE WATERPROOFING – ABN: 49 612 696 152

FINAL INSPECTION REPORT

Sheet 1 of 2

ADDRESS	29 Montauban Ave, Seaford	
CONTACT	Nee's, MSE Building	<input checked="" type="checkbox"/> REPORT EMAILED TO APPLICANT/BUILDER
CC/CDC No	2017-175	DA No 329/2016

Req'd	CERTIFICATES/ITEMS REQUIRED TO ISSUE OC (indicated by ticks <input checked="" type="checkbox"/>)	Rec'd
<input checked="" type="checkbox"/>	Wet Area Certification for <u>Wet area - cabana area</u> from an appropriately qualified person, in accordance with AS3740 and Part 3.8.1 of the NCC/BCA	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Structural Engineers Certification for <u>cabana Slabs</u> <input type="checkbox"/> Geotech Engineer	<input type="checkbox"/>
<input type="checkbox"/>	Smoke Alarm Certification from a licensed Electrician, in accordance with Part 3.7.2 of the NCC/BCA	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Glazing Certification in accordance with AS1288, AS2047 and (if applicable) AS3959 BAL level for <input checked="" type="checkbox"/> windows <input checked="" type="checkbox"/> doors <input type="checkbox"/> balustrades <input type="checkbox"/> pool barrier <input checked="" type="checkbox"/> other <u>Shower Screen</u>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Termite Control Certification from a licensed Pest Controller, in accordance with AS3660.1 (<u>cabana</u>)	<input type="checkbox"/>
<input type="checkbox"/>	BASIX Compliance Certification from Builder, confirming all requirements have been satisfied	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Stormwater Certification from an appropriately qualified <input type="checkbox"/> NPER Civil Engineer <input checked="" type="checkbox"/> Licensed Plumber <u>confirming building to rear is connected to council gutter.</u>	<input type="checkbox"/>
<input type="checkbox"/>	Survey Certification from a Registered Surveyor confirming the set-out of building & finished ridge height	<input type="checkbox"/>
<input type="checkbox"/>	Pool Plumbing Certification in accordance with AS1926.3	<input type="checkbox"/>
<input type="checkbox"/>	Non-slip Stair Tread/Nose Finish Certification from Applicator, in accordance with AS4586	<input type="checkbox"/>
<input type="checkbox"/>	Childsafe Locks on bedrooms <u>n/a</u>	<input type="checkbox"/>
<input type="checkbox"/>	Continuous Handrail to stairs <u>n/a</u>	<input type="checkbox"/>
<input type="checkbox"/>	Non-slip Finish applied to stairs <u>n/a</u>	<input type="checkbox"/>

OTHER		
<input checked="" type="checkbox"/>	Stormwater OSD system has not been constructed, however	<input type="checkbox"/>
<input type="checkbox"/>	there is no condition requiring it be completed prior	<input type="checkbox"/>
<input type="checkbox"/>	to issue of Interim OC.	<input type="checkbox"/>
<input type="checkbox"/>		<input type="checkbox"/>
<input type="checkbox"/>		<input type="checkbox"/>
<input type="checkbox"/>	Works completed generally in accordance with	<input type="checkbox"/>
<input type="checkbox"/>	the DA/CC approvals.	<input type="checkbox"/>
<input type="checkbox"/>		<input type="checkbox"/>
<input type="checkbox"/>		<input type="checkbox"/>
<input type="checkbox"/>		<input type="checkbox"/>
<input type="checkbox"/>		<input type="checkbox"/>
<input type="checkbox"/>		<input type="checkbox"/>

INSPECTION RESULT: PASS REINSPECTION REQUIRED

NOTE: • NO DRIP FEEDING OF DOCUMENTS - PLEASE PROVIDE THE ABOVE IN ONE BUNDLE WITHIN 3 MONTHS;
• It is the policy of Form Building Certifiers Pty Ltd that an Occupation Certificate will NOT BE ISSUED after the expiration of TWELVE (12) MONTHS from the date of this Final Inspection Report.

ACCREDITED CERTIFIER [Signature] BPB No 00124 DATE 23-06-2020



TWO BROTHERS

TILING COMPANY

www.twobrotherstiling.com.au

ABN: 36303326998 LIC: 322253C

Marty Beesley 0417459966

6th May 2020

Waterproofing – Main Bathroom and Ensuite

Alicia Nees

29 Montauban Ave, Seaforth

To whom it may concern,

The aforementioned areas were waterproofed by us using Davco K10 plus waterproofing materials and installed according to manufacturer's instructions.

These areas were waterproofed according to Australian Standards AS3740 - 2010 for the waterproofing of wet areas in residential buildings.

Marty Beesley

Director



TWO BROTHERS

TILING COMPANY

www.twobrotherstiling.com.au

ABN: 36303326998 LIC: 322253C

Marty Beesley 0417459966

10th January 2018

Waterproofing – Poolside Bathroom, Laundry and Powder Room

Alicia Nees

29 Montauban Ave, Seaforth

To whom it may concern,

The aforementioned areas were waterproofed by us using Davco K10 plus waterproofing materials and installed according to manufacturer's instructions.

These areas were waterproofed according to Australian Standards AS3740 - 2010 for the waterproofing of wet areas in residential buildings.

Marty Beesley

Director

Tuesday, 30 June 2020

To: Alicia Nees
Address: 29 Montauban Ave Seaforth NSW 2092

The swimming pool construction at the above address including all equipment, plumbing and fittings is in accordance with AS **1926.3** compliance.

Pool back wash and overflow will be connected to the Sydney sewerage system

Regards
Coastside Pools Pty Ltd

P. Loughland

Peter Loughland
Director

Warranty Certificate for Building Design & Specification

Property Address: 29 Montouban Avenue, Seaforth

Description of Components Certified: Supply & Fix 23.4LM Frameless 12mm toughened glass, 1200mm high
Including 1 x 8mm toughened self latching glass gate with Soft Close Hinges
Including 2 x 12mm toughened glass Raked Panel
Including Duplex 2205 Square Mirror Stainless Steel Spigots & Stainless Steel Pins to hold the glass

Basis of Certification: All pool fencing by Dimension One Glass Fencing is manufactured in accordance with and tested to conform to Australian Standards.

We offer the below warranties which are valid from the date on this certificate:

- 7 Year Structural Warranty on Workmanship (if our structure fails on its own without ground or deck movement)
- 3 Year Nickel Sulphide Inclusion in Glass (if glass shatters on its own)
- 1 Year Component Warranty on Spigots, Posts, Clamps,
- 1 Year warranty on spring hinges and latches
- 2 Year Manufacturer Warranty on Softclos Hinges (need to be registered online)

This warranty does not cover the below:

- Abnormal wear and tear on hinges that has been caused by non-lubrication
- Repaired products
- Owner neglect or abuse
- Impact damage & accidental breakage of glass (if it is accidentally hit by something)
- Glass or Structure movement to fence that installed on decking that is built by other
- Glass or Structure movement to fence that is caused by ground movement

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. The benefits under our warranty are in addition to other rights under a law in relation to the goods/service.

Please Note: There is a service fee charge for any maintenance calls that are out of warranty or any work that is not covered by this warranty.

There is also a labour fee for our technicians to attend site and repair any issues covered & not covered under this warranty.

For further information about nickel sulphide inclusion, maintenance advice & tea staining please see our Maintenance Guide and other documents sent to you upon completion.

Competent Person Details: Name: Darren Scott
Mobile: 0412 044 455

Email: sales@dimension1glass.com.au

Postal Address: PO Box 4370, Pitt Town 2756

Competent Person Signature:

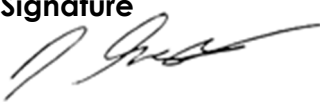


Company: Dimension One Glass
License Number: 248500C

Date: 21/03/2018

See the difference: See through it!

Compliance Certificate for Building Design or Specification

<p>Property Description</p>	<p>Street Address: 29 Montouban Avenue, Seaforth</p>
<p>Description of Component Certified</p>	<p>Supply & Fix 23.4LM Frameless 12mm toughened glass, 1200mm high Including 1 x 8mm toughened self latching glass gate with Soft Close Hinges Including 2 x 12mm toughened glass Raked Panel Including Duplex 2205 Square Mirror Stainless Steel Spigots & Stainless Steel Pins to hold the glass</p>
<p>Basis of Certification</p>	<p>8mm, 10mm, 12mm Toughened Glass Complies with AS/NZ 2208-1996 Safety Glazing in materials; and AS 1288 -2006 Glass in Buildings; and AS 2047-2014 Windows in Buildings. Glass clamp and stainless steel clamp complies to AS 1926.1 Swimming pool safety standard; and AS 1170 Structural Design Actions. Aluminium Flat Top bar pool fencing complies with AS/ NZ 1926.1. Glass Balustrade complies to AS/ NZ 1288-2006 Glass in Buildings and Part 3.9.2 from the BCA. Frameless Glass Pool Fencing System is installed to comply with AS/NZ 1926.1 Swimming Pool Safety Standard. Semi Frameless Glass Pool Fencing System is installed to comply with AS/NZ 1926.1 Swimming Pool Safety Standard.</p>
<p>Competent Person Details</p>	<p>Name: Darren Scott Contact Person: Darren Scott Company Name: Dimension One Glass Fencing Mobile Number: 0412 044 455 Phone Number: 1300 314 527 Email Address: darren@dimension1glass.com.au Post Address: PO Box 4370, Pitt Town NSW 2756 License or Registration Number: 248500C</p>
<p>Signature of Competent Person</p>	<p>Signature  Date: 21/03/2018</p>

See the difference: See through it!

SOFTERCLOS[®]



Warranty Service Procedures 11/2017

Once the hinges are installed correctly & are working soft closing consistently at least 10 times .

1. Purchaser/client/owner is to complete warranty registration always to validate warranty , keeping a copy of the warranty card is also advised .
2. If a hinge happens to become faulty for any reason the purchaser/client/owner will need to login to the auswarranties web site with their details , complete & send a warranty request e mail through the server .
3. Within 48 hrs they will be contacted by technical staff to either solve problem or make an appointment for a site visit to repair/replace the faulty product/s.
4. The previous warranty will continue & will not be extended into the replacement product
5. In the event that job is in a high traffic or qualifies to as “ urgent “ due to danger of self closing failure, technical staff phone numbers are provided on warranty web page once warranty request is made .
6. In the event the hinges are faulty before or during installation , installer is advised either to get a new set of hinges from supplier IF CONVENIENT . But if not please call Primero Industries technical staff immediately & we will trouble shoot or organise a replacement product to be delivered asap .

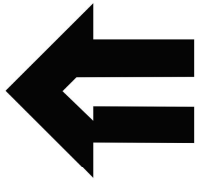
TECHNICAL STAFF 24HRS

02 9618 6881

+61 406909889

nikf@primeroindustries.com

 PRIMERO



ACTION PLANS

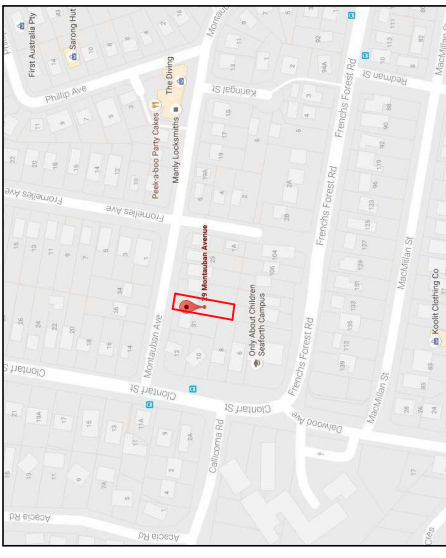
m: 0403957518
e: design@actionplans.com.au
w: www.actionplans.com.au

CONSTRUCTION CERTIFICATE

ITEM DETAILS
LOT 6 SECTION 21 DP 758044
SITE AREA : 598.5m²
FRONTAGE : 21.39m

SHEET NUMBER	SHEET NAME	DATE PUBLISHED
CC00	COVER	16-Jun-17
CC01	NOTES	16-Jun-17
CC02	SITE / ROOF / SEDIMENT EROSION PLAN / WASTE MANAGEMENT PLAN	16-Jun-17
CC03	LOWER GROUND FLOOR DEMOLITION PLAN	16-Jun-17
CC04	GROUND FLOOR DEMOLITION PLAN	16-Jun-17
CC05	REAR GARAGE DEMOLITION PLAN	16-Jun-17
CC06	PROPOSED LOWER GROUND FLOOR PLAN	16-Jun-17
CC07	PROPOSED GROUND FLOOR PLAN	16-Jun-17
CC08	PROPOSED REAR STORAGE SHED PLAN	16-Jun-17
CC09	NORTH / EAST ELEVATION	16-Jun-17
CC10	SOUTH / WEST ELEVATION	16-Jun-17
CC11	LONG / CROSS SECTION	16-Jun-17
CC12	DRIVEWAY PLAN / LONG SECTION	16-Jun-17
CC13	REAR STORAGE SHED ELEVATIONS / SECTIONS	16-Jun-17
CC14	WINDOW & DOOR SCHEDULE	16-Jun-17
CC15	BASIX COMMITMENTS	16-Jun-17

29 MOUNTAUBAN AVENUE, SEAFORTH, NSW 2092

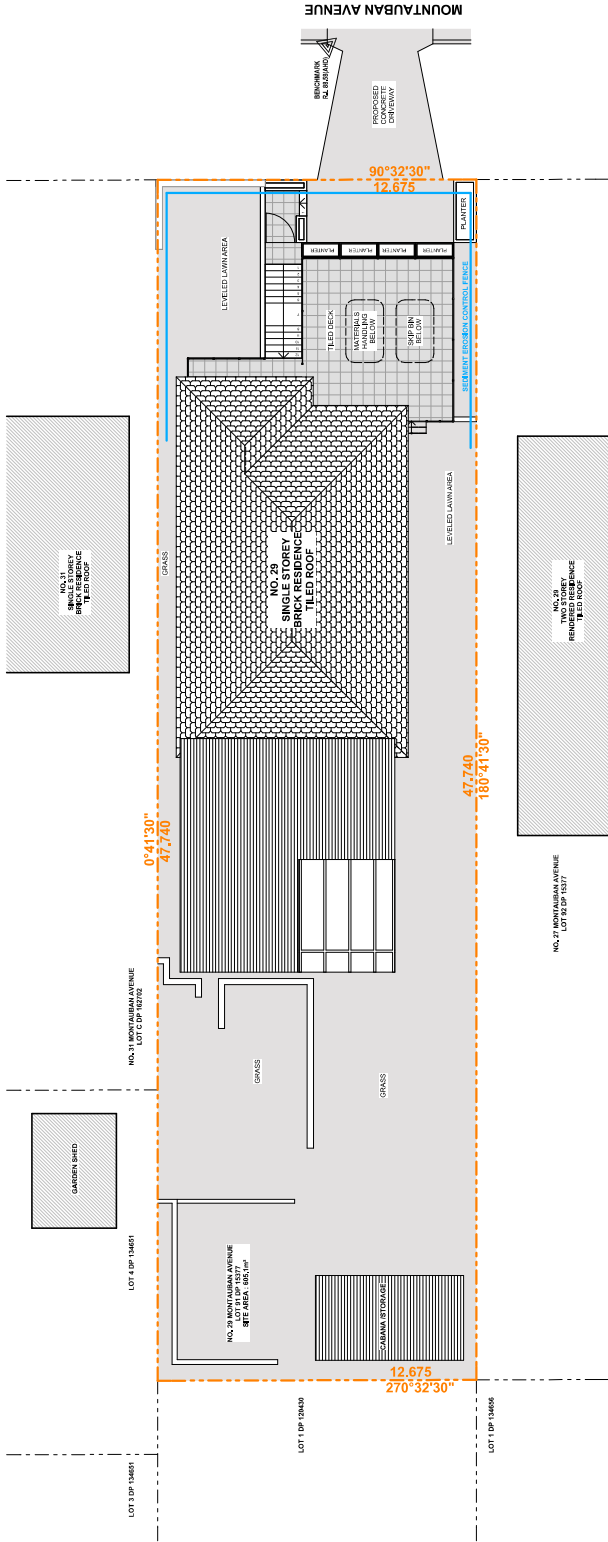


NCC & AS COMPLIANCE SPECIFICATIONS

- EARTHWORKS: METHOD OF EXCAVATION AND FILL - PART 3.1.1 OF NCC
- SURFACE SUBSOIL-STORMWATER DRAINAGE - PART 3.1.2 OF NCC
 - TERMITE-RISK MANAGEMENT - PART 3.1.3 OF NCC
- FOOTINGS & SLAB - PART 3.2 OF NCC INCLUDING AS2870
- MASONRY CONSTRUCTION - PART 3.3 OF NCC INCLUDING AS3700
 - SUB FLOOR VENTILATION - PART 3.4.1 OF NCC
 - FRAMING - PART 3.4 OF NCC
- ROOF, WALL-CLADDING, GUTTERS & DOWNPIPES - PART 3.5 OF NCC
 - GLAZING - PART 3.6 OF NCC INCLUDING AS1288
 - FIRE SEPARATION - PART 3.7.1 OF NCC
 - SMOKE ALARMS - PART 3.7.2 OF NCC
- WET AREAS-PROTECTION OF WALLS & FLOORS - PART 3.7.3 OF NCC
 - HEATING APPLIANCES - PART 3.7.3 OF NCC
 - MINIMUM ROOF HEIGHTS - PART 3.8.3 OF NCC
- FACILITIES REQUIRED & SANITARY DOOR CONSTRUCTION - PART 3.8.3 OF NCC
 - LIGHT: NATURAL AND ARTIFICIAL - PART 3.8.4 OF NCC
 - VENTILATION & LOCATION OF TOILETS - PART 3.8.5 OF NCC
- STAIR CONSTRUCTION INCLUDING DIMENSIONS - PART 3.9.1 OF NCC
 - BALUSTRADES & OTHER BARRIERS - PART 3.9.2 OF NCC
 - FENCING & OTHER PROVISIONS - REGS & AS1926
- DEMOLITION WORKS - AS2601-1991 THE DEMOLITION OF STRUCTURES.
- ALL WATERPROOF MEMBRANES TO COMPLY WITH AS 3740-2004
 - ALL PLUMBING & DRAINAGE WORK TO COMPLY WITH AS 3500
 - SITE CLASSIFICATION AS TO AS 2870
 - ALL PLASTERBOARD WORK TO COMPLY WITH AS 2588-1998
 - ALL STRUCTURAL STEEL WORK TO COMPLY WITH AS 4100 & AS 1554
 - ALL CONCRETE WORK TO COMPLY WITH AS 3600
 - ALL ROOF SHEETING WORK TO COMPLY WITH AS 1562-1992
 - ALL SKYLIGHTS TO COMPLY WITH AS 4285-2007
 - ALL CERAMIC TILING TO COMPLY WITH AS 3958.1-2007 & 3958.2-1992
 - ALL GLAZING ASSEMBLIES TO COMPLY WITH AS2047 & 1288
 - ALL TIMBER RETAINING WALLS ARE TO COMPLY WITH AS 1720.1-2010; AS 1720.2-2006, AS 1720.4-2006, AS 1170.1-1989 & AS 1170.4-1993
 - ALL RETAINING WALLS ARE TO COMPLY WITH 3700 - 2011 & AS 3600 -2001
 - ALL CONSTRUCTION TO COMPLY TO AS3959- 1991

NOTES

- APPROVED MEANS BY THE 'RELEVANT LOCAL AUTHORITY' OR COUNCIL
- THE OWNER WILL DIRECTLY PAY THE FEES ASSOCIATED WITH THE FOLLOWING:
 - BUILDING APPROVAL FROM COUNCIL, FOOTPATH AND KERB DEPOSITS WITH THE LOCAL COUNCIL. INSURANCE FEE TO BUILDING SERVICES CORPORATION, LONG SERVICE LEAVE SERVICE LEVY FEE AND APPROVAL FEE BY WATER AND SEWERAGE AUTHORITY. ALL OTHER FEES ARE TO BE PAID BY THE BUILDER. THE AMOUNT OF ANY LOCAL AUTHORITY DEPOSITS WHICH ARE FORFEITED DUE TO DAMAGE OR OTHER CAUSE WILL BE DEDUCTED FROM THE PAYMENTS DUE TO THE BUILDER.
 - THE BUILDER IS TO PROVIDE AT HIS/HER OWN EXPENSE ADEQUATE PUBLIC RISK INSURANCE AND ARRANGE INDEMNIFICATION UNDER THE WORKERS COMPENSATION ACT. WORKS INSURANCE TO BE STATED IN THE CONTRACT CONDITIONS.
 - ALL WORK TO BE CARRIED OUT IN A TRADESMEN LIKE MANNER AND IN ACCORDANCE WITH THE STANDARDS CODES AND REGULATIONS OF THE STANDARDS ASSOCIATION OF AUSTRALIA, BUILDING CODE OF AUSTRALIA AND ANY STATUTORY AUTHORITY HAVING JURISDICTION OVER THE WORK
 - ALL TENDERERS ARE TO VISIT THE SITE TO SATISFY THEMSELVES AS TO THE NATURE AND EXTENT OF THE WORKS, FACILITIES AVAILABLE AND DIFFICULTIES ENTAILED IN THE WORKS AS VARIATIONS WILL NOT BE ALLOWED DUE TO WORK ARISING OWING TO NEGLIGENCE OF THIS CLAUSE.
 - ALL WORK AND MATERIALS TO COMPLY WITH THE CURRENT AUSTRALIAN STANDARDS AT THE TIME OF COMMENCEMENT WERE APPLICABLE.
 - THESE DRAWINGS SHALL BE READ IN CONJUNCTION WITH ALL STRUCTURAL AND OTHER CONSULTANTS DRAWINGS AND SPECIFICATIONS AND WITH ANY SUCH WRITTEN INSTRUCTIONS AS MAY BE ISSUED DURING THE COURSE OF THE CONTRACT.
 - SET OUT DIMENSIONS SHOWN ON THIS DRAWING SHALL BE VARIED BY THE BUILDER ON SITE BEFORE COMMENCEMENT OF ANY WORK. DIMENSIONS SHOULD NOT BE OBTAINED BY SCALING THE DRAWINGS. USE ONLY FIGURED DIMENSIONS. ALL DIMENSIONS ARE IN MILLIMETRES.
 - THE BUILDER IS TO ENSURE ALL CONSTRUCTION, LEVELS AND OTHER ITEMS COMPLY WITH THE CONDITIONS OF THE BUILDING APPROVAL
 - THE BUILDER IS TO COMPLY WITH ALL ORDINANCES, LOCAL AUTHORITY REGULATIONS AND THE REQUIREMENTS OF ALL SERVICES SUPPLY AUTHORITIES HAVING JURISDICTION OVER THE WORKS.
 - ALL PLUMBING AND DRAINAGE WORK TO BE INSTALLED AND COMPLETED BY A LICENCED TRADESMAN AND IN ACCORDANCE WITH THE STATUTORY BODY HAVING AUTHORITY OVER THE WORKS, CONNECT ALL WASTE TO SYDNEY WATER SEWER LINE
 - ALL NEW DOWNPIPES ARE TO BE CONNECTED TO THE EXISTING STORM WATER SYSTEM.
 - ALL POWER AND STORMWATER OUTLET LOCATIONS SHALL BE DETERMINED ON SITE BY THE OWNER.
 - SMOKE DETECTOR ALARM TO BE INSTALLED IN ACCORDANCE WITH AS3786 AND THE BUILDING CODE OF AUSTRALIA.
 - ELECTRICAL WORK TO BE IN ACCORDANCE WITH SAA WIRING RULES AND BE DONE BY A LICENCED TRADESMAN
 - ANY DETAILING IN ADDITION TO WHAT IS SUPPLIED SHALL BE RESOLVED BETWEEN THE OWNER AND THE BUILDER TO THE OWNERS APPROVAL, EXCEPT FOR ANY STRUCTURAL DETAILS OR DESIGN WHICH IS SUPPLIED BY THE ENGINEER.
 - ALL TIMBER SIZES AND CONCRETE DETAILS TO BE CONFIRMED BY THE BUILDER PRIOR TO COMMENCEMENT OF ANY WORK.
 - ALL STRUCTURAL WORK IS TO BE IN ACCORDANCE WITH THE STRUCTURAL DETAILS PREPARED BY A STRUCTURAL ENGINEER (i.e.) PIERS, FOOTINGS, CONCRETE SLABS, RETAINING WALLS, STEELWORK, FORMWORK, UNDERPINNING, ADDITIONAL STRUCTURAL LOADS, TIMBER FRAMING, WIND BRACING AND ASSOCIATED CONNECTIONS. BUILDER TO OBTAIN PRIOR TO FINALISING TENDER.
 - ANY WORK INDICATED ON THE PLANS BUT NOT SPECIFIED, AND ANY ITEM NOT SHOWN ON THE PLAN WHICH IS OBVIOUSLY NECESSARY AS A PART OF CONSTRUCTION AND/OR FINISH IS TO BE CONSIDERED AS SHOWN AND SPECIFIED, AND IS TO BE DONE AS PART OF THE CONTRACT. VARIATIONS WILL NOT BE PERMITTED WITHOUT THE WRITTEN CONSENT OF THE OWNER.
 - THE BUILDER SHALL PROVIDE SEDIMENT AND SILTRATION CONTROL MEASURES AS REQUIRED BY COUNCIL AND MAINTAIN THEM THROUGH THE DURATION OF THE WORKS.
 - A LEGIBLE COPY OF THE PLANS BEARING APPROVAL STAMPS MUST BE MAINTAINED ON THE JOB AT ALL TIMES. HOURS OF CONSTRUCTION WILL BE RESTRICTED TO THE TIMES AS REQUIRED BY THE BUILDING APPROVAL.
 - THE BUILDER IS TO ARRANGE FOR ALL INSPECTIONS REQUIRED BY THE AUTHORITIES AND LENDING INSTITUTIONS TO THEIR REQUIREMENTS.
 - THE BUILDER IS TO OBTAIN APPROVAL FOR INTERRUPTIONS TO EXISTING SERVICES AND MINIMISE THE DURATION AND NUMBER OF INTERRUPTIONS. ANY INTERRUPTIONS WITH EXISTING SERVICES AND EQUIPMENT TO BE ATTENDED TO BY THE APPROPRIATELY SKILLED TRADESMEN.
 - THE BUILDER SHALL RESTORE, REINSTATE OR REPLACE ANY DAMAGE CAUSED TO EXISTING STRUCTURES OR LANDSCAPING BY CONSTRUCTION WORK OR WORKMEN, PROVIDE PROTECTION TO EXISTING TREES TO REMAIN AS REQUIRED BY APPROVAL CONDITIONS.
 - ALL BRICKWORK IS TO BE SELECTED BY OWNER AND IS TO COMPLY WITH AS1640
 - ALL MASONRY TO COMPLY WITH AS3700
 - ALL METALWORK AND FLASHING ITEMS NECESSARY TO SATISFACTORY COMPLETE WORK SHALL BE PROVIDED.
 - ALL GUTTERS, DOWNPIPES TO BE COLORBOND.
 - ALL TIMBER CONSTRUCTION TO BE IN ACCORDANCE WITH THE AUSTRALIAN STANDARD 1684 "TIMBER FRAMING CODE"
 - ALL GLAZING INSTALLED TO COMPLY WITH AS1288, 2047 AND IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATION
 - ALL WALL AND CEILING LININGS TO BE PLASTERBOARD OR CEMENT RENDER AS SELECTED AND VILLA BOARD IN WET AREAS. TO COMPLY WITH THE RELEVANT AUSTRALIAN STANDARDS OR INSTALLED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATION.
 - ALL BATHROOMS AND WET AREAS TO BE ADEQUATELY WATERPROOFED TO MANUFACTURERS SPECIFICATION AND AS3740 AND PART 3.8.1 OF THE BUILDING CODE OF AUSTRALIA HOUSING PROVISIONS
 - TRAILS AND BALISTRADES TO COMPLY WITH PART 3.9.1 & 3.9.2 OF THE BUILDING CODE OF AUSTRALIA HOUSING PROVISION.
 - TERMITE PROTECTION MEASURES TO COMPLY WITH AS 3660 AND BE INSTALLED TO MANUFACTURERS SPECIFICATION.
 - ANY DETAILING ADDITIONAL TO THAT SUPPLIED, SHALL BE RESOLVED BETWEEN THE OWNER AND THE BUILDER TO THE OWNERS APPROVAL. EXCEPT FOR ANY STRUCTURAL DETAILS OR DESIGN WHICH IS TO BE SUPPLIED BY THE STRUCTURAL ENGINEER.



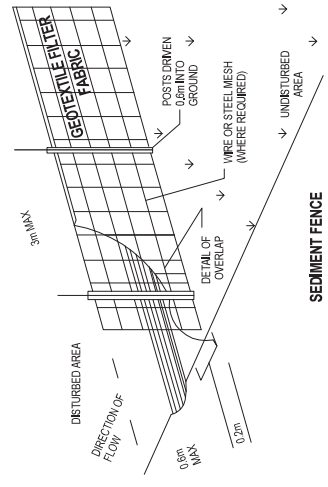
① SITE / ROOF / SEDIMENT EROSION / WASTE MANAGEMENT PLAN 1:200

DUST CONTROL :
 TO REDUCE DUST GENERATED BY WIND ACTION, THE REMOVAL OF THE TOP SOIL IS TO BE MINIMISED. TO PREVENT DUST GENERATION, WATERING DOWN OF THE SITE ESPECIALLY DURING THE MOVEMENT OF MACHINERY IS REQUIRED. WHERE EXCAVATING INTO ROCK, KEEP THE SURFACE MOIST TO MINIMISE DUST. CONSTRUCT A GRAVEL ENTRY/EXIT POINT USING BLUE METAL AND RESTRICT ALL VEHICLE MOVEMENTS WITHIN THE SITE TO A MINIMUM. ENSURE WIND BREAKS, SUCH AS EXISTING FENCES ARE MAINTAINED DURING THE CONSTRUCTION PHASE UNTIL NEW LANDSCAPING IS PROVIDED OR REINSTATED. PREVENT DUST BY COVERING STOCKPILES.

SEDIMENT NOTE :
 1. ALL EROSION AND SEDIMENT CONTROL MEASURES TO BE INSPECTED AND MAINTAINED DAILY BY THE SITE MANAGER.
 2. MINIMISE DISTURBED AREAS. REMOVE EXCESS SOIL FROM EXCAVATED AREAS AS SOON AS POSSIBLE.
 3. ALL MATERIAL STOCKPILE TO BE CLEAR FROM DRAINS, GUTTERS AND FOOTPATHS, OR WITHIN SEDIMENT FENCE AREA.
 4. DRAINAGE TO BE CONNECTED TO STORMWATER AS SOON AS POSSIBLE. IF STORED ON SITE, IT MUST BE FILTERED BEFORE RELEASING INTO STORMWATER SYSTEM OR WATERWAYS.
 5. ROADS AND FOOTPATHS TO BE SWEEP DAILY.

STOCKPILES :
 ALL STOCKPILES ARE TO BE KEPT ON-SITE WHERE POSSIBLE. ANY MATERIALS PLACED ON THE FOOTPATHS OR NATURE STRIPS REQUIRE COUNCIL'S PERMISSION.
 ALL STOCKPILES ARE TO BE PLACED AWAY FROM THE DRAINAGE LINES AND STREET GUTTERS. IT IS BEST TO LOCATE THESE ON THE HIGHEST PART OF THE SITE IF POSSIBLE. PLACE WATERPROOF COVERING OVER STOCKPILES.
 IF REQUIRED PROVIDE DIVERSION DRAIN & BANK AROUND STOCKPILES.

GUTTER PROTECTION :
 PROVIDE PROTECTION TO DOWNHILL GRATE IN GUTTER BY MEANS OF SAND BAGS OR BLUE METAL WRAPPED IN GEOTEXTILE FABRIC. WHEN SOIL OR SAND BUILDS UP AROUND THIS SEDIMENT BARRIER, THE MATERIAL SHOULD BE RELOCATED BACK TO THE SITE FOR DISPOSAL.



NOTE: ALL PROPOSED STORMWATER TO CONNECT WITH EXISTING

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LEGEND

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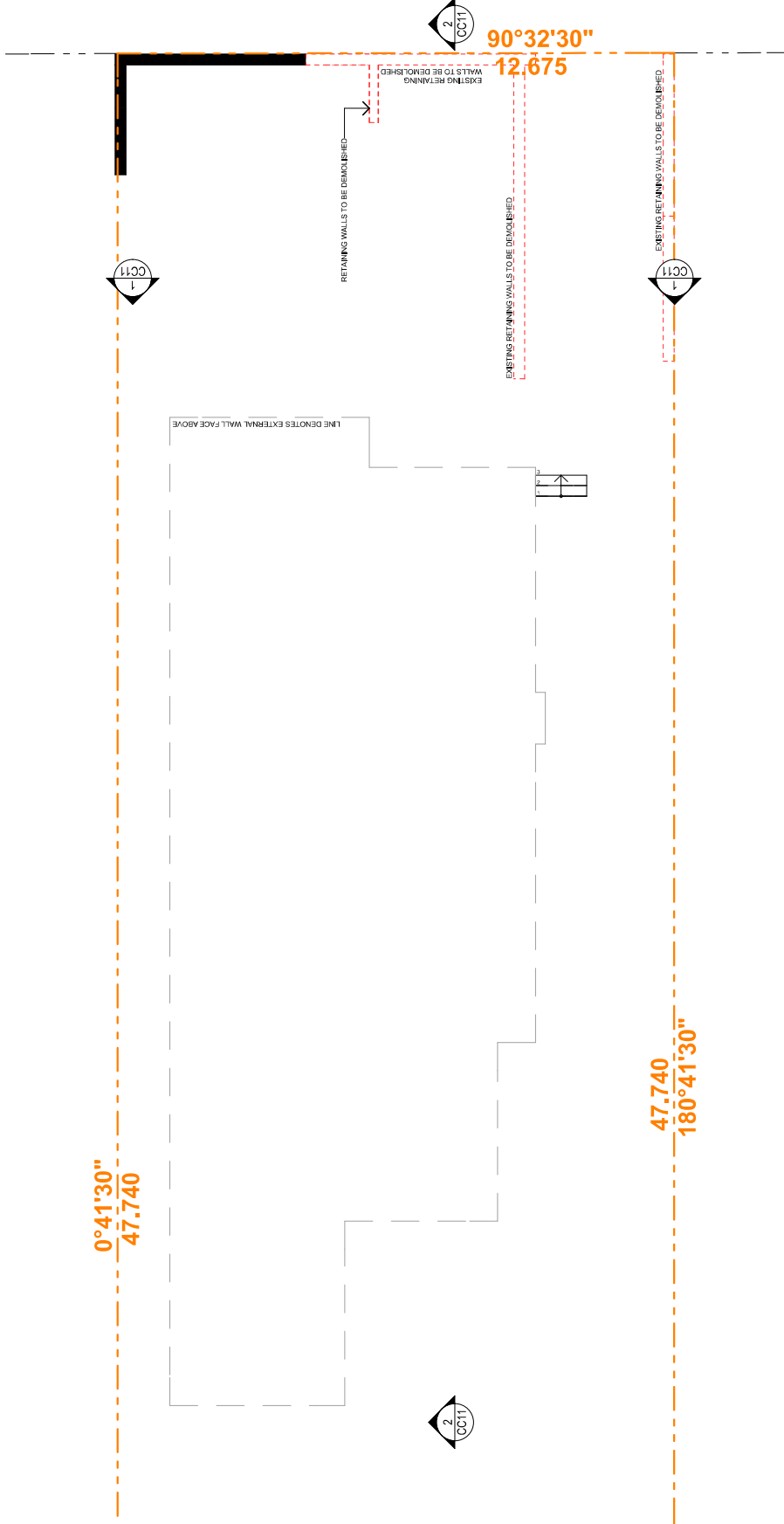
PROJECT ADDRESS
 29 Mountauban Avenue,
 Seaford, NSW 2392

DRAWING NO.
CC02

DATE
 Friday, June 16, 2017

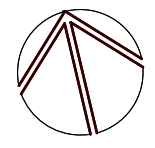
DRAWING NAME
 SITE / ROOF / SEDIMENT EROSION
 PLAN / WASTE MANAGEMENT PLAN

SCALE
 1:200 @A3



1 LOWER GROUND FLOOR DEMOLITION PLAN
1:100

NOTE: ALL DEMOLISHED ELEMENTS TO ENG. SPECIFICATIONS AND AS. 2601 - 2001



DRAWING NAME
LOWER GROUND FLOOR
DEMOLITION PLAN

SCALE
1:100 @A3

DRAWING NO.
CC03

DATE
Friday, June 16, 2017

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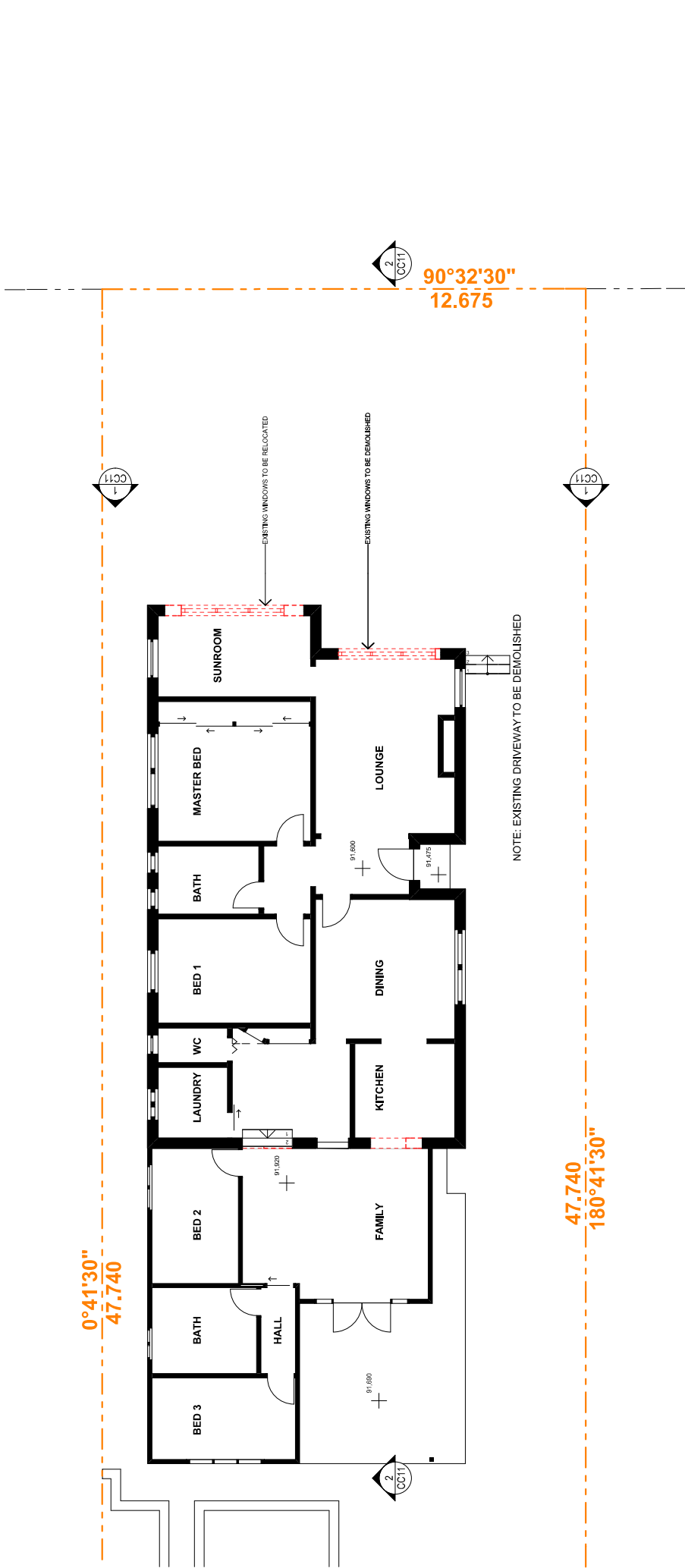
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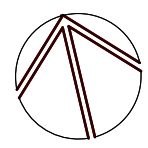
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1 **GROUND FLOOR DEMOLITION PLAN**
1:100

[NOTE: ALL DEMOLISHED ELEMENTS TO ENG. SPECIFICATIONS AND AS. 2601 - 2001]



DRAWING NAME
GROUND FLOOR DEMOLITION PLAN

DRAWING NO.
CC04

DATE
Friday, June 16, 2017

SCALE
1:100 @A3

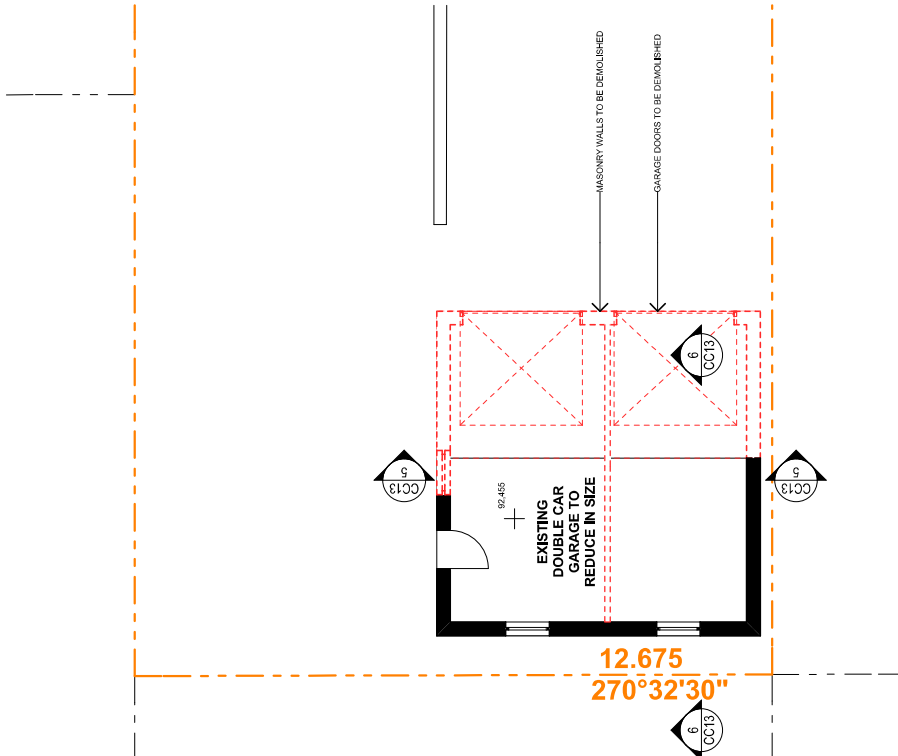
CLIENT
Alicia & Mark Nees

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LEGEND

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1 REAR GARAGE DEMOLITION PLAN
1:100

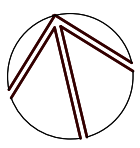
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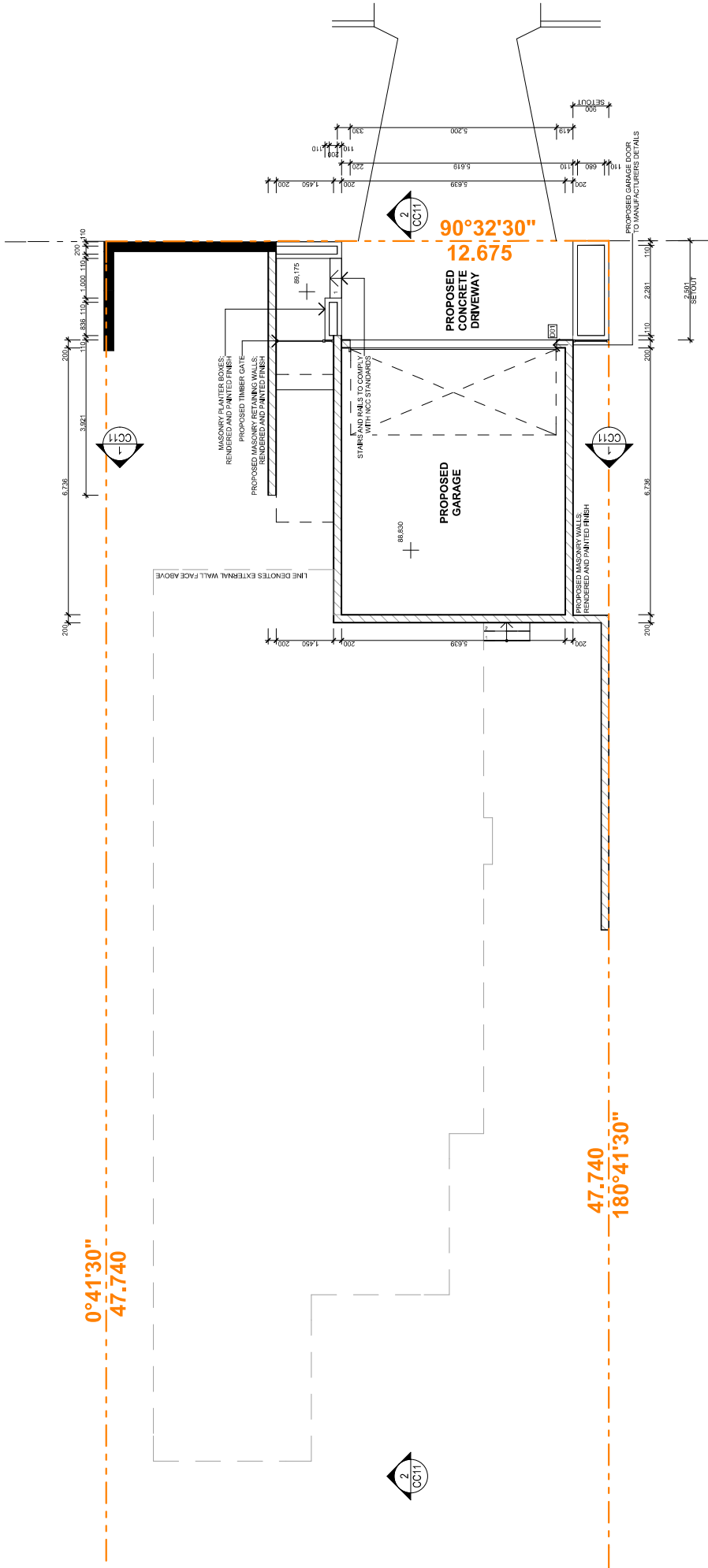
CLIENT Alicia & Mark Nees	DRAWING NO. CC05	DRAWING NAME REAR GARAGE DEMOLITION PLAN
PROJECT ADDRESS 29 Mountauban Avenue, Seaford, NSW 2092	DATE Friday, June 16, 2017	SCALE 1:100 @A3

LEGEND

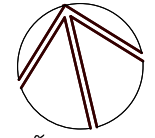
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1 PROPOSED LOWER GROUND FLOOR PLAN
1:100



DRAWING NAME
PROPOSED LOWER GROUND FLOOR PLAN

SCALE
1:100 @A3

DRAWING NO.
CC06

DATE
Friday, June 16, 2017

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Alicia & Mark Nees

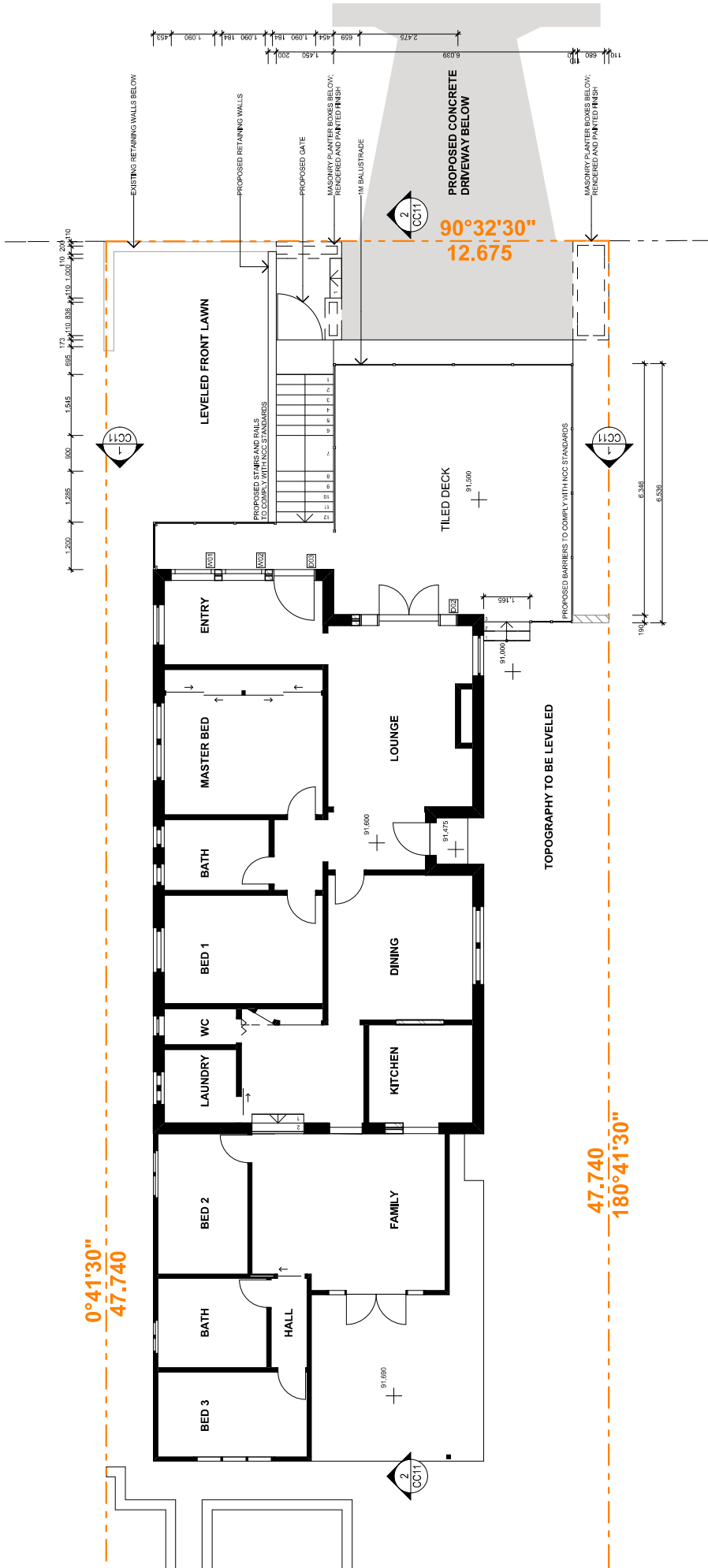
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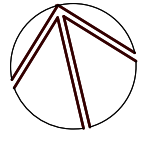
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PROPOSED GROUND FLOOR PLAN
1:100

1



DRAWING NAME
PROPOSED GROUND FLOOR PLAN

SCALE
1:100 @A3

DRAWING NO.
CC07

DATE
Friday, June 16, 2017

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LOT 92 DP 15377 BOUNDARY

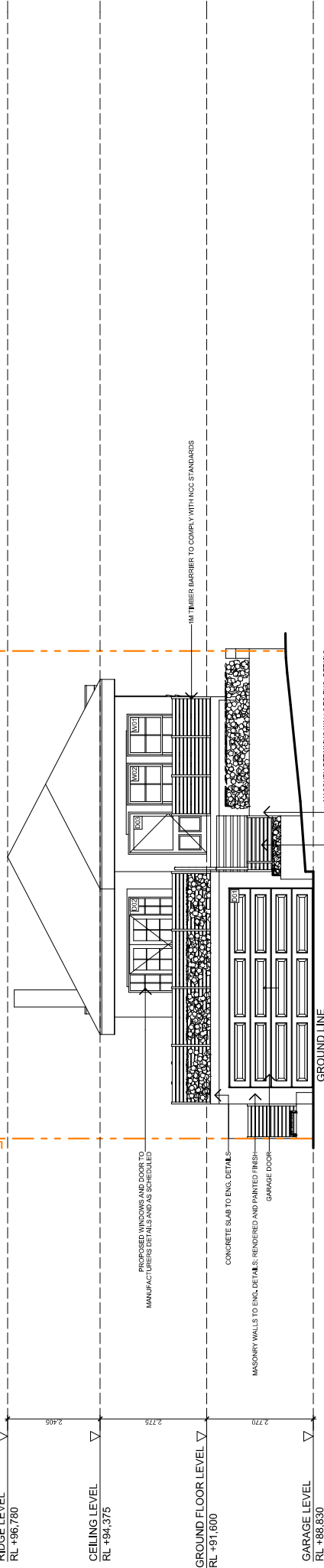
LOT C 162702 BOUNDARY

RIDGE LEVEL
RL +96.780

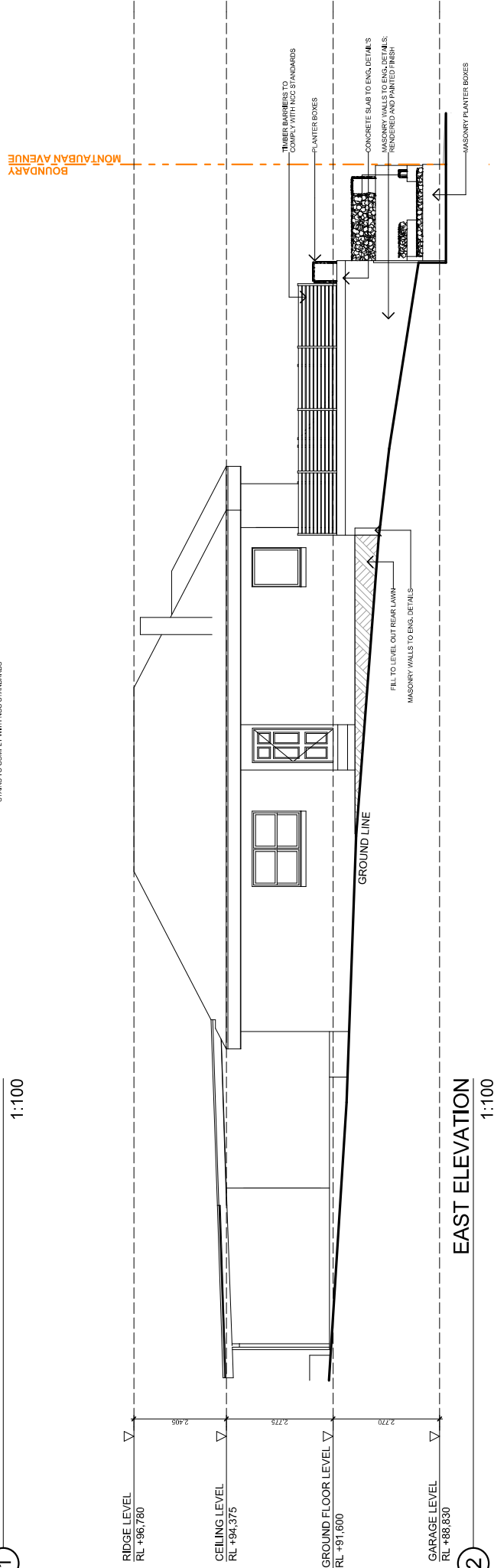
CEILING LEVEL
RL +94.375

GROUND FLOOR LEVEL
RL +91.800

GARAGE LEVEL
RL +88.830



1 NORTH ELEVATION
1:100



2 EAST ELEVATION
1:100

MONTAUBAN AVENUE BOUNDARY

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DRAWING NO.
CC09

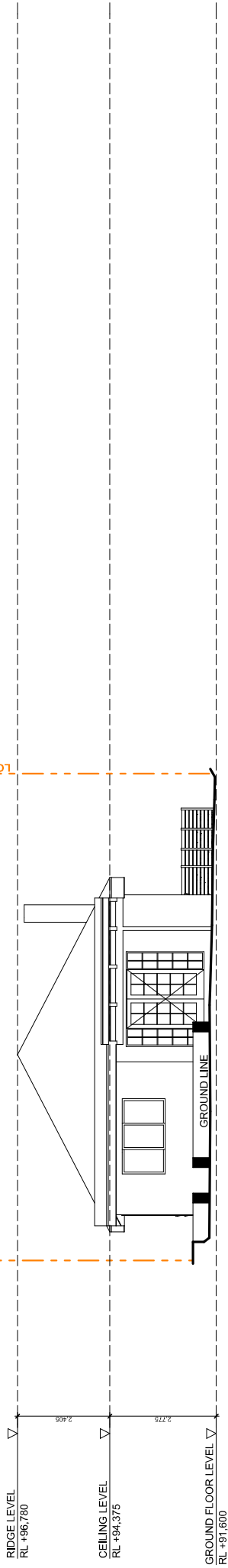
DATE
 Friday, June 16, 2017

SCALE
 1:100 @A3

DRAWING NAME
 NORTH / EAST ELEVATION

LOT C 162702
BOUNDARY

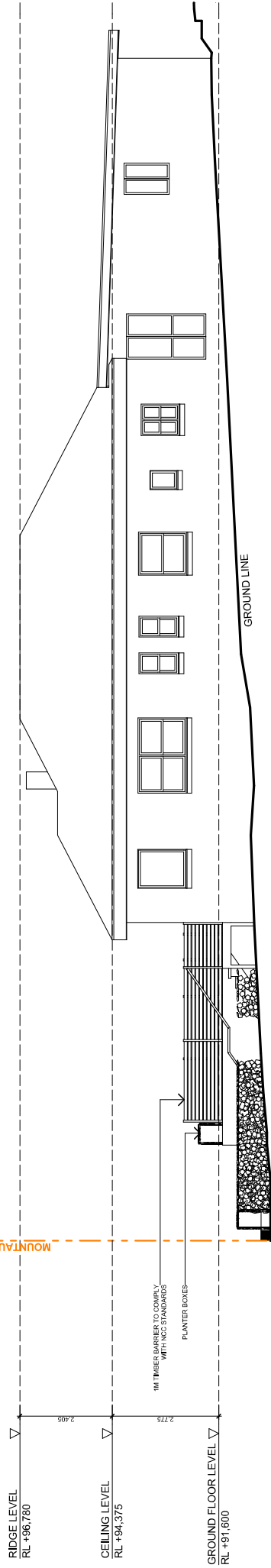
LOT 92 DP 15377
BOUNDARY



SOUTH ELEVATION
1:100

①

MOUNTAUBAN AVENUE
BOUNDARY



WEST ELEVATION
1:100

②

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LEGEND

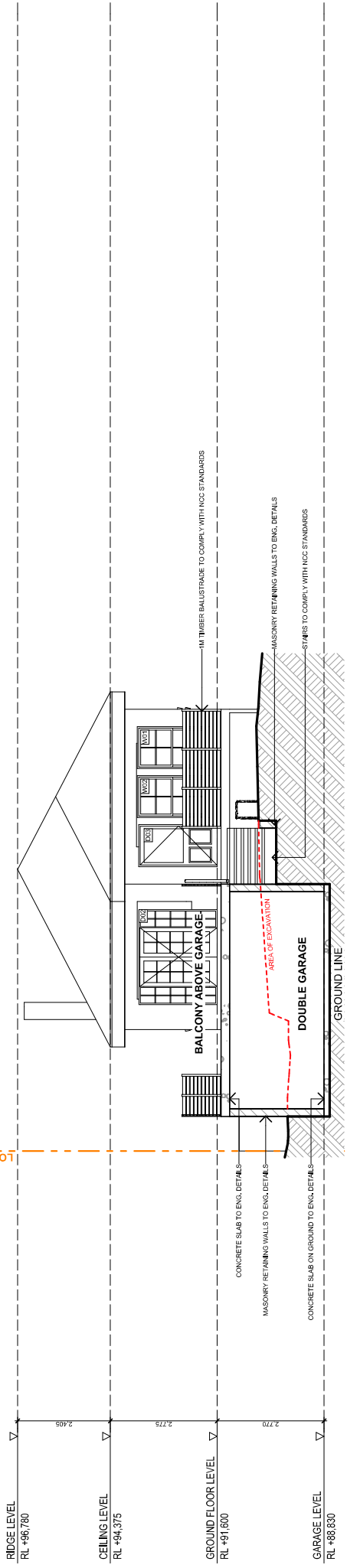
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DRAWING NO.
CC10
DATE
Friday, June 16, 2017
SCALE
1:100 @A3
DRAWING NAME
SOUTH / WEST ELEVATION

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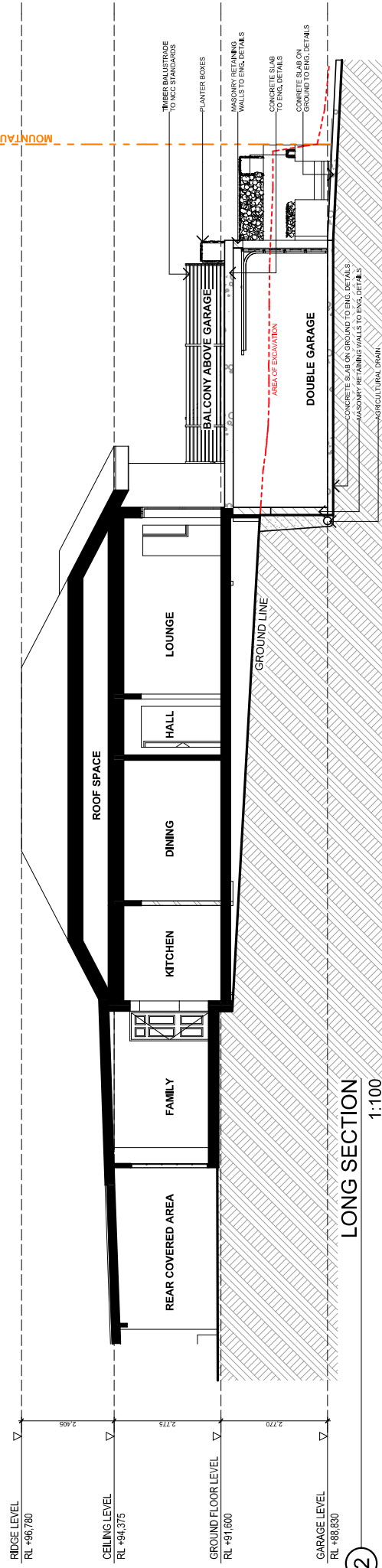


LOT 92 DP 15377
BOUNDARY



CROSS SECTION
1:100

BOUNDARY
MOUNTAUBAN AVENUE



LONG SECTION
1:100

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DRAWING NO.
CC11

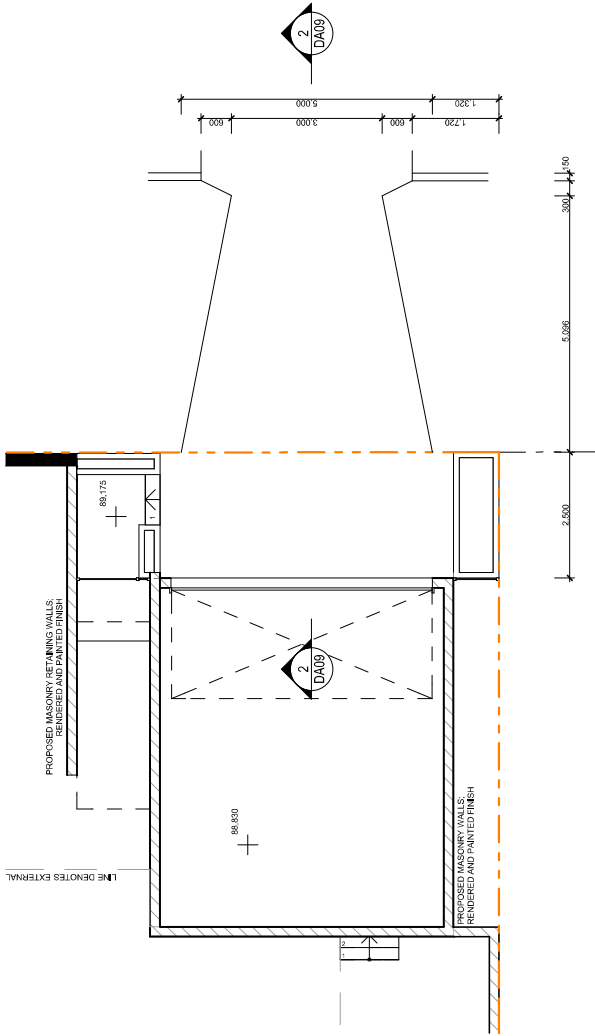
DATE
Friday, June 16, 2017

SCALE
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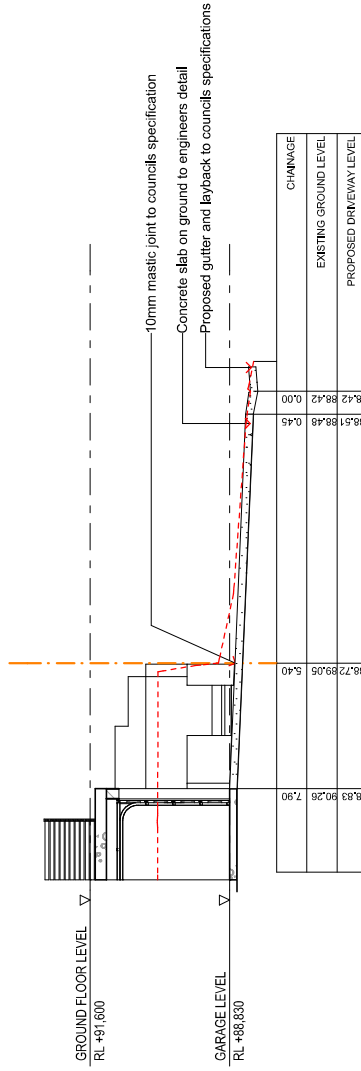
DRAWING NAME
LONG / CROSS SECTION

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1
DRIVEWAY PLAN
1:100



2
DRIVEWAY LONG SECTION
1:100

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LEGEND

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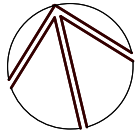
PROJECT ADDRESS
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Seaford, NSW 2092

DRAWING NO.
CC12

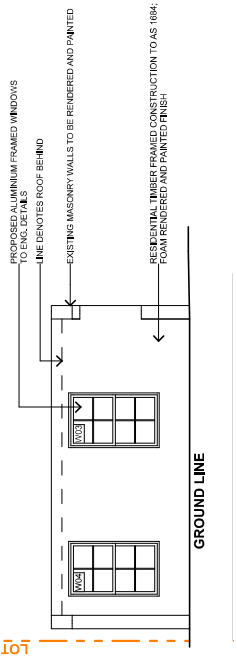
DATE
Friday, June 16, 2017

SCALE
1:100 @A3

DRAWING NAME
DRIVEWAY PLAN / LONG SECTION

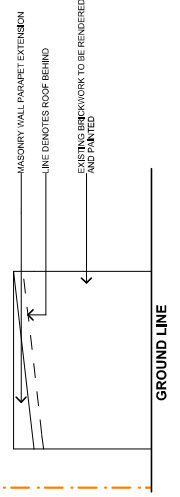


LOT 92 DP 15377
BOUNDARY



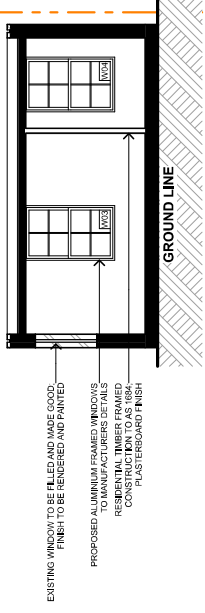
1 NORTH ELEVATION 1:100

LOT 1 DP 120430
BOUNDARY



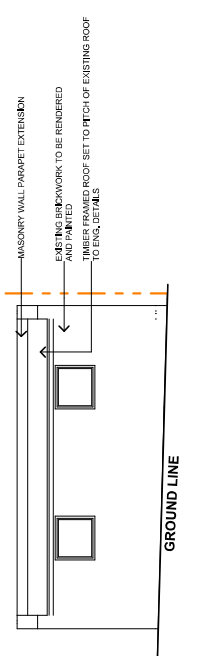
2 SOUTH ELEVATION 1:100

LOT 1 DP 134656
BOUNDARY



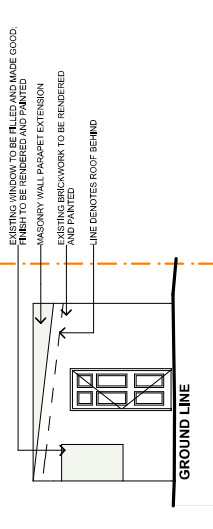
5 LONG SECTION 1:100

LOT 1 DP 134656
BOUNDARY



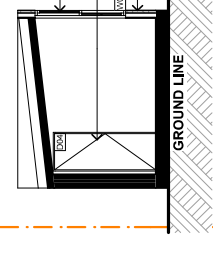
3 EAST ELEVATION 1:100

LOT 1 DP 120430
BOUNDARY



4 WEST ELEVATION 1:100

LOT 1 DP 120430
BOUNDARY



6 CROSS SECTION 1:100

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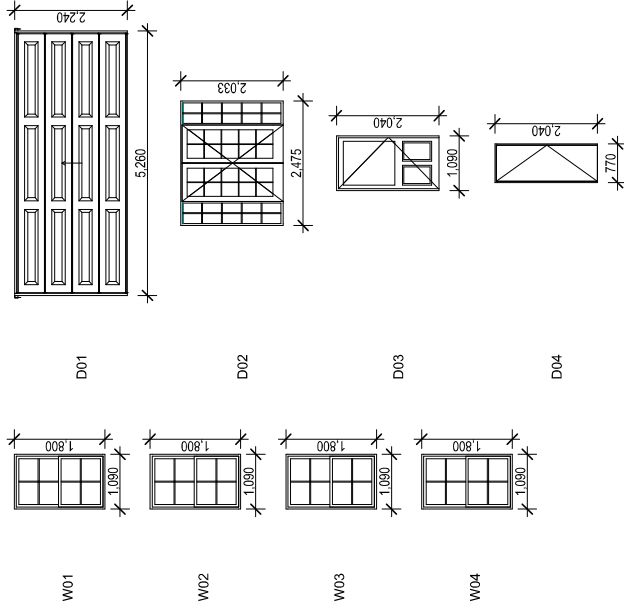
DRAWING NO.
CC13

DATE
 Friday, June 16, 2017

SCALE
 1:100 @A3

DRAWING NAME
 REAR STORAGE SHED ELEVATIONS / SECTIONS





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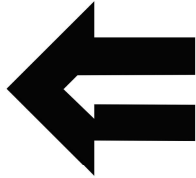
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DRAWING NO.
CC14
DRAWING NAME
 WINDOW & DOOR SCHEDULE
DATE
 Friday, June 16, 2017
SCALE
 @A3





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29 Mountauban Avenue, Seaforth, NSW 2092

ITEM DETAILS				
ADDRESS	29 MOUNTAUBAN AVENUE SEAFORTH 2092			
LOT & DP/SP	LOT 91 DP 15377			
COUNCIL	MANLY COUNCIL			
CONTROLS	PERMISSIBLE / REQUIRED	EXISTING	PROPOSED	CLAUSE
	m / m ² / %	m / m ² / %	m / m ² / %	
SITE AREA	200m ²	605.1m ²	unchanged	clause 3.1 (3)
SITE WIDTH (at building line)	3m	12.675m	unchanged	clause 3.1 (3)
BUILDING HEIGHT	Permissible: 8.5m	6m	unchanged	clause 3.3
HOUSE FLOOR AREA	25% of lot area + 150m ² = 301.27m ²	185.64m ²	209.48m ²	clause 3.9 (1)
BALCONY AREA	Permissible: 12m ² if over 2m	N/A	unchanged	clause 3.12 (3)
HOUSE GROUND FLOOR	Required: 10.4m (Average)	2.5m	unchanged	clause 3.10 (1)
SIDE SETBACK - EAST	Required: 0.9m + (1/4 of any wall > 4.5m)	3.15m	2.1m	clause 3.10 (4)
HOUSE GROUND FLOOR	Required: 0.9m + (1/4 of any wall > 4.5m)	1.2m	unchanged	clause 3.10 (4)
HOUSE REAR SETBACK	Required: 6m	17m	unchanged	clause 3.10 (10)
TOTAL LANDSCAPE AREA	50% of lot area minus 100m ² Min. - 202.65m ²	288.72m ²	220.63m ²	clause 3.13 (1)
LANDSCAPE AREA - Front of Building Line	Required: 25% of area forward of building line	25%	unchanged	clause 3.13 (3a)
LANDSCAPE AREA - Rear	Required: 50% of landscape area - 101.28m ²	241.32m ²	193.23m ²	clause 3.13 (3c)
PRINCIPAL PRIVATE OPEN SPACE	Required: 24m ²	30.26m ²	134.84m ²	clause 3.13 (4)
DETACHED FLOOR AREA	Permissible: 60m ²	18.31m ²	unchanged	clause 3.20

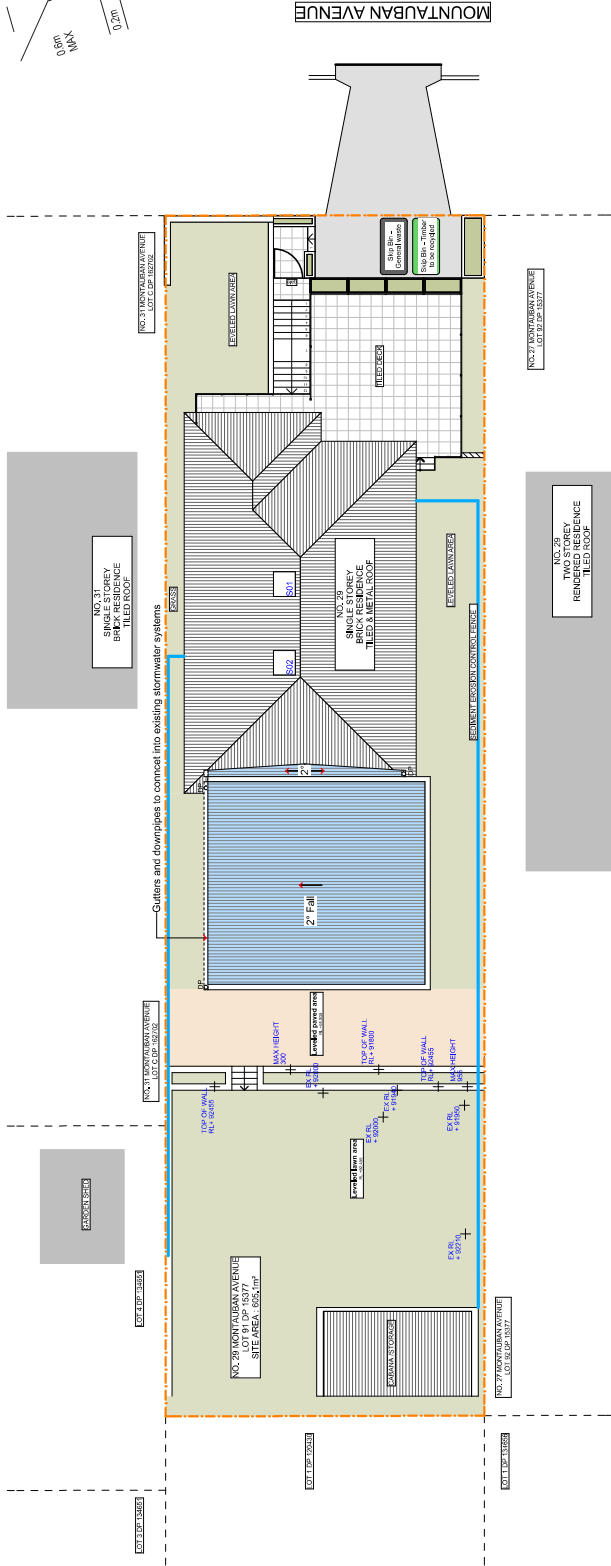
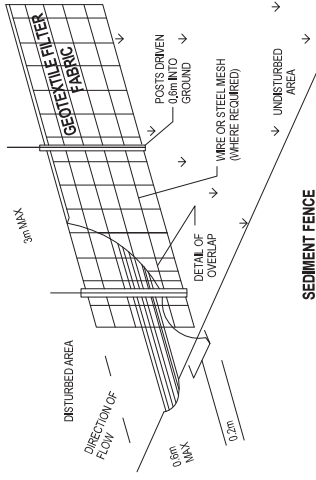
SHEET NUMBER	SHEET NAME	DATE PUBLISHED
CDC00	COVER	14-Aug-17
CDC01	NOTATION	14-Aug-17
CDC02	SITE / ROOF / SEDIMENT EROSION / STORM WATER ...	14-Aug-17
CDC03	EXISTING GARAGE FLOOR PLAN	14-Aug-17
CDC04	EXISTING GROUND FLOOR PLAN	14-Aug-17
CDC05	GROUND FLOOR PLAN	14-Aug-17
CDC06	NORTH / EAST ELEVATION	14-Aug-17
CDC07	SOUTH / WEST ELEVATION	14-Aug-17
CDC08	LONG / CROSS SECTION	14-Aug-17
CDC09	AREA CALCULATIONS / WINDOW & DOOR SCHEDULE	14-Aug-17
CDC10	BASIX COMMITMENTS	14-Aug-17

NCC & AS COMPLIANCE SPECIFICATIONS

- EARTHWORKS: METHOD OF EXCAVATION AND FILL - PART 3.1.1 OF NCC
- SURFACE SUBSOIL-STORMWATER DRAINAGE - PART 3.1.2 OF NCC
- TERMITE-RISK MANAGEMENT - PART 3.1.3 OF NCC
- FOOTINGS & SLAB - PART 3.2 OF NCC INCLUDING AS2870
- MASONRY CONSTRUCTION - PART 3.3 OF NCC INCLUDING AS3700
- SUB FLOOR VENTILATION - PART 3.4.1 OF NCC
 - FRAMING - PART 3.4 OF NCC
- ROOF, WALL-CLADDING, GUTTERS & DOWNPIPES - PART 3.5 OF NCC
- GLAZING - PART 3.6 OF NCC INCLUDING AS1288
 - FIRE SEPARATION - PART 3.7.1 OF NCC
 - SMOKE ALARMS - PART 3.7.2 OF NCC
 - HEATING APPLIANCES - PART 3.7.3 OF NCC
- WET AREAS-PROTECTION OF WALLS & FLOORS - PART 3.8.1 OF NCC
- MINIMUM ROOF HEIGHTS - PART 3.8.3 OF NCC
- FACILITIES REQUIRED & SANITARY DOOR CONSTRUCTION - PART 3.8.3 OF NCC
- LIGHT: NATURAL AND ARTIFICIAL - PART 3.8.4 OF NCC
- VENTILATION & LOCATION OF TOILETS - PART 3.8.5 OF NCC
- SOUND INSULATION - PART 3.8.6 OF NCC
- STAIR CONSTRUCTION INCLUDING DIMENSIONS - PART 3.9.1 OF NCC
- BALUSTRADES & OTHER BARRIERS - PART 3.9.2 OF NCC
- FENCING & OTHER PROVISIONS - REGS & AS1926
- DEMOLITION WORKS - AS2601-1991 THE DEMOLITION OF STRUCTURES.
- ALL WATERPROOF MEMBRANES TO COMPLY WITH AS 3740-2004
 - ALL PLUMBING & DRAINAGE WORK TO COMPLY WITH AS 3500
 - SITE CLASSIFICATION AS TO AS 2870
- ALL PLASTERBOARD WORK TO COMPLY WITH AS 2588-1998
- ALL STRUCTURAL STEEL WORK TO COMPLY WITH AS 4100 & AS 1554
 - ALL CONCRETE WORK TO COMPLY WITH AS 3600
 - ALL ROOF SHEETING WORK TO COMPLY WITH AS 1562-1992
 - ALL SKYLIGHTS TO COMPLY WITH AS 4285-2007
- ALL CERAMIC TILING TO COMPLY WITH AS 3958.1-2007 & 3958.2-1992
- ALL GLAZING ASSEMBLIES TO COMPLY WITH AS2047 & 1288
- ALL TIMBER RETAINING WALLS ARE TO COMPLY WITH AS 1720.1-2010, AS 1720.2-2006, AS 1720.4-2006, AS 1170.1-1989 & AS 1170.4-1993
- ALL RETAINING WALLS ARE TO COMPLY WITH 3700 - 2011 & AS 3600 -2001
- ALL CONSTRUCTION TO COMPLY TO AS3959- 1991

NOTES

- APPROVED MEANS BY THE 'RELEVANT LOCAL AUTHORITY' OR COUNCIL
- THE OWNER WILL DIRECTLY PAY THE FEES ASSOCIATED WITH THE FOLLOWING:
 - BUILDING APPROVAL FROM COUNCIL, FOOTPATH AND KERB DEPOSITS WITH THE LOCAL COUNCIL, INSURANCE FEE TO BUILDING SERVICES CORPORATION, LONG SERVICE LEAVE SERVICE LEVY FEE AND APPROVAL FEE BY WATER AND SEWERAGE AUTHORITY. ALL OTHER FEES ARE TO BE PAID BY THE BUILDER. THE AMOUNT OF ANY LOCAL AUTHORITY DEPOSITS WHICH ARE FORFEITED DUE TO DAMAGE OR OTHER CAUSE WILL BE DEDUCTED FROM THE PAYMENTS DUE TO THE BUILDER.
 - THE BUILDER IS TO PROVIDE AT HIS/HER OWN EXPENSE ADEQUATE PUBLIC RISK INSURANCE AND ARRANGE INDEMNIFICATION UNDER THE WORKERS COMPENSATION ACT. WORKS INSURANCE TO BE STATED IN THE CONTRACT CONDITIONS.
 - ALL WORK TO BE CARRIED OUT IN A TRADESMAN LIKE MANNER AND IN ACCORDANCE WITH THE STANDARDS CODES AND REGULATIONS OF THE STANDARDS ASSOCIATION OF AUSTRALIA, BUILDING CODE OF AUSTRALIA AND ANY STATUTORY AUTHORITY HAVING JURISDICTION OVER THE WORK.
 - ALL TENDERERS ARE TO VISIT THE SITE TO SATISFY THEMSELVES AS TO THE NATURE AND EXTENT OF THE WORKS, FACILITIES AVAILABLE AND DIFFICULTIES ENTAILLED IN THE WORKS AS VARIATIONS WILL NOT BE ALLOWED DUE TO WORK ARISING OWING TO NEGLECT OF THIS CLAUSE.
 - ALL WORK AND MATERIALS TO COMPLY WITH THE CURRENT AUSTRALIAN STANDARDS AT THE TIME OF COMMENCEMENT WERE APPLICABLE.
 - THESE DRAWINGS SHALL BE READ IN CONJUNCTION WITH ALL STRUCTURAL AND OTHER CONSULTANTS DRAWINGS AND SPECIFICATIONS AND WITH ANY SUCH WRITTEN INSTRUCTIONS AS MAY BE ISSUED DURING THE COURSE OF THE CONTRACT.
 - SET OUT DIMENSIONS SHOWN ON THIS DRAWING SHALL BE VARIED BY THE BUILDER ON SITE BEFORE COMMENCEMENT OF ANY WORK. DIMENSIONS SHOULD NOT BE OBTAINED BY SCALING THE DRAWINGS. USE ONLY FIGURED DIMENSIONS. ALL DIMENSIONS ARE IN MILLIMETRES.
 - THE BUILDER IS TO ENSURE ALL CONSTRUCTION, LEVELS AND OTHER ITEMS COMPLY WITH THE CONDITIONS OF THE BUILDING APPROVAL
 - THE BUILDER IS TO COMPLY WITH ALL ORDINANCES, LOCAL AUTHORITY REGULATIONS AND THE REQUIREMENTS OF ALL SERVICES SUPPLY AUTHORITIES HAVING JURISDICTION OVER THE WORKS.
 - ALL PLUMBING AND DRAINAGE WORK TO BE INSTALLED AND COMPLETED BY A LICENCED TRADESMAN AND IN ACCORDANCE WITH THE STATUTORY BODY HAVING AUTHORITY OVER THE WORKS. CONNECT ALL WASTE TO SYDNEY WATER SEWER LINE
 - ALL NEW DOWNPIPES ARE TO BE CONNECTED TO THE EXISTING STORM WATER SYSTEM.
 - ALL POWER AND STORM WATER OUTLET LOCATIONS SHALL BE DETERMINED ON SITE BY THE OWNER.
 - SMOKE DETECTOR ALARM TO BE INSTALLED IN ACCORDANCE WITH AS3786 AND THE BUILDING CODE OF AUSTRALIA.
 - ELECTRICAL WORK TO BE IN ACCORDANCE WITH SAA WIRING RULES AND BE DONE BY A LICENCED TRADESMAN
 - ANY DETAILING IN ADDITION TO WHAT IS SUPPLIED SHALL BE RESOLVED BETWEEN THE OWNER AND THE BUILDER TO THE OWNERS APPROVAL, EXCEPT FOR ANY STRUCTURAL DETAILS OR DESIGN WHICH IS SUPPLIED BY THE ENGINEER.
 - ALL TIMBER SIZES AND CONCRETE DETAILS TO BE CONFIRMED BY THE BUILDER PRIOR TO COMMENCEMENT OF ANY WORK.
 - ALL STRUCTURAL WORK IS TO BE IN ACCORDANCE WITH THE STRUCTURAL DETAILS PREPARED BY A STRUCTURAL ENGINEER (i.e.) PIERS, FOOTINGS, CONCRETE SLABS, RETAINING WALLS, STEELWORK, FORMWORK, UNDERPINNING, ADDITIONAL STRUCTURAL LOADS, TIMBER FRAMING, WIND BRACING AND ASSOCIATED CONNECTIONS. BUILDER TO OBTAIN PRIOR TO FINALISING TENDER.
 - ANY WORK INDICATED ON THE PLANS BUT NOT SPECIFIED, AND ANY ITEM NOT SHOWN ON THE PLAN WHICH IS OBVIOUSLY NECESSARY AS A PART OF CONSTRUCTION AND/OR FINISH IS TO BE CONSIDERED AS SHOWN AND SPECIFIED, AND IS TO BE DONE AS PART OF THE CONTRACT. VARIATIONS WILL NOT BE PERMITTED WITHOUT THE WRITTEN CONSENT OF THE OWNER.
 - THE BUILDER SHALL PROVIDE SEDIMENT AND SILTRATION CONTROL MEASURES AS REQUIRED BY COUNCIL AND MAINTAIN THEM THROUGH THE DURATION OF THE WORKS.
 - A LEGIBLE COPY OF THE PLANS BEARING APPROVAL STAMPS MUST BE MAINTAINED ON THE JOB AT ALL TIMES. HOURS OF CONSTRUCTION WILL BE RESTRICTED TO THE TIMES AS REQUIRED BY THE BUILDING APPROVAL.
 - THE BUILDER IS TO ARRANGE FOR ALL INSPECTIONS REQUIRED BY THE AUTHORITIES AND LENDING INSTITUTIONS TO THEIR REQUIREMENTS.
 - THE BUILDER IS TO OBTAIN APPROVAL FOR INTERRUPTIONS TO EXISTING SERVICES AND MINIMISE THE DURATION AND NUMBER OF INTERRUPTIONS. ANY INTERRUPTIONS WITH EXISTING SERVICES AND EQUIPMENT TO BE ATTENDED TO BY THE APPROPRIATELY SKILLED TRADESMEN.
 - THE BUILDER SHALL RESTORE, REINSTATE OR REPLACE ANY DAMAGE CAUSED TO EXISTING STRUCTURES OR LANDSCAPING BY CONSTRUCTION WORK OR WORKMEN. PROVIDE PROTECTION TO EXISTING TREES TO REMAIN AS REQUIRED BY APPROVAL CONDITIONS.
 - ALL BRICKWORK IS TO BE SELECTED BY OWNER AND IS TO COMPLY WITH AS1640
 - ALL MASONRY TO COMPLY WITH AS3700
 - ALL METALWORK AND FLASHING ITEMS NECESSARY TO SATISFACTORY COMPLETE WORK SHALL BE PROVIDED.
 - ALL GUTTERS, DOWNPIPES TO BE COLORBOND.
 - ALL TIMBER CONSTRUCTION TO BE IN ACCORDANCE WITH THE AUSTRALIAN STANDARD 1684 "TIMBER FRAMING CODE"
 - ALL WALL AND CEILING LININGS TO BE PLASTERBOARD OR CEMENT RENDER AS SELECTED AND VILLA BOARD IN WET AREAS, TO COMPLY WITH THE RELEVANT AUSTRALIAN STANDARDS OR INSTALLED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATION.
 - ALL BATHROOMS AND WET AREAS TO BE ADEQUATELY WATERPROOFED TO MANUFACTURERS SPECIFICATION AND AS3740 AND PART 3.8.1 OF THE BUILDING CODE OF AUSTRALIA HOUSING PROVISIONS
 - TERRACE AND BALUSTRADES TO COMPLY WITH PART 3.9.1 & 3.9.2 OF THE BUILDING CODE OF AUSTRALIA HOUSING PROVISION.
 - TERMITE PROTECTION MEASURES TO COMPLY WITH AS 3660 AND BE INSTALLED TO MANUFACTURERS SPECIFICATION.
 - ANY DETAILING ADDITIONAL TO THAT SUPPLIED, SHALL BE RESOLVED BETWEEN THE OWNER AND THE BUILDER TO THE OWNERS APPROVAL EXCEPT FOR ANY STRUCTURAL DETAILS OR DESIGN WHICH IS TO BE SUPPLIED BY THE STRUCTURAL ENGINEER.



SITE / ROOF / SEDIMENT EROSION / STORM WATER CONCEPT / WASTE MANAGEMENT PLAN

1:200

DUST CONTROL :
 TO REDUCE DUST GENERATED BY WIND ACTION, THE REMOVAL OF THE TOP SOIL IS TO BE MINIMISED, TO PREVENT DUST GENERATION, WATERING DOWN OF THE SITE, ESPECIALLY DURING THE MOVEMENT OF MACHINERY IS REQUIRED. WHERE EXCAVATING INTO ROCK, KEEP THE SURFACE MOIST TO MINIMISE DUST. CONSTRUCT A GRAVEL ENTRY/EXIT POINT USING BLUE METAL AND RESTRICT ALL VEHICLE MOVEMENTS WITHIN THE SITE TO A MINIMUM. ENSURE WIND BREAKS, SUCH AS EXISTING FENCES ARE MAINTAINED DURING THE CONSTRUCTION PHASE UNTIL NEW LANDSCAPING IS PROVIDED OR REINSTATED. PREVENT DUST BY COVERING STOCKPILES.

SEDIMENT NOTE :
 1. ALL EROSION AND SEDIMENT CONTROL MEASURES TO BE INSPECTED AND MAINTAINED DAILY BY THE SITE MANAGER.
 2. MINIMISE DISTURBED AREAS. REMOVE EXCESS SOIL FROM EXCAVATED AREA AS SOON AS POSSIBLE.
 3. ALL MATERIAL STOCKPILE TO BE CLEAR FROM DRAINS, GUTTERS AND FOOTPATHS, OR WITHIN SEDIMENT FENCE AREA.
 4. DRAINAGE TO BE CONNECTED TO STORMWATER AS SOON AS POSSIBLE. IF STORED ON SITE, IT MUST BE FILTERED BEFORE RELEASING INTO STORMWATER SYSTEM OR WATERWAYS.
 5. ROADS AND FOOTPATHS TO BE SWEEPED DAILY.

STOCKPILES :
 ALL STOCKPILES ARE TO BE KEPT ON-SITE WHERE POSSIBLE. ANY MATERIALS PLACED ON THE FOOTPATHS OR NATURE STRIPS REQUIRE COUNCIL'S PERMISSION.
 ALL STOCKPILES ARE TO BE PLACED AWAY FROM THE DRAINAGE LINES AND STREET GUTTERS. IT IS BEST TO LOCATE THESE ON THE HIGHEST PART OF THE SITE IF POSSIBLE. PLACE WATERPROOF COVERING OVER STOCKPILES.
 IF REQUIRED PROVIDE DIVERSION DRAIN & BANK AROUND STOCKPILES.

GUTTER PROTECTION :
 PROVIDE PROTECTION TO DOWNHILL GRATE IN GUTTER BY MEANS OF SAND BAGS OR BLUE METAL WRAPPED IN GEOTEXTILE FABRIC. WHEN SOIL OR SAND BUILDS UP AROUND THIS SEDIMENT BARRIER, THE MATERIAL SHOULD BE RELOCATED BACK TO THE SITE FOR DISPOSAL.

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LEGEND

	TIMBER
	GLASS
	BRICKWORK
	METAL
	CONCRETE
	EXISTING WALLS
	TO BE DEMOLISHED
	SEDIMENT EROSION FENCE

CLIENT
 Alicia & Mark Nees

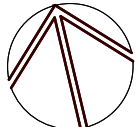
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 Sealforth, NSW 2092

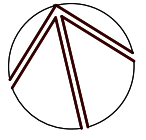
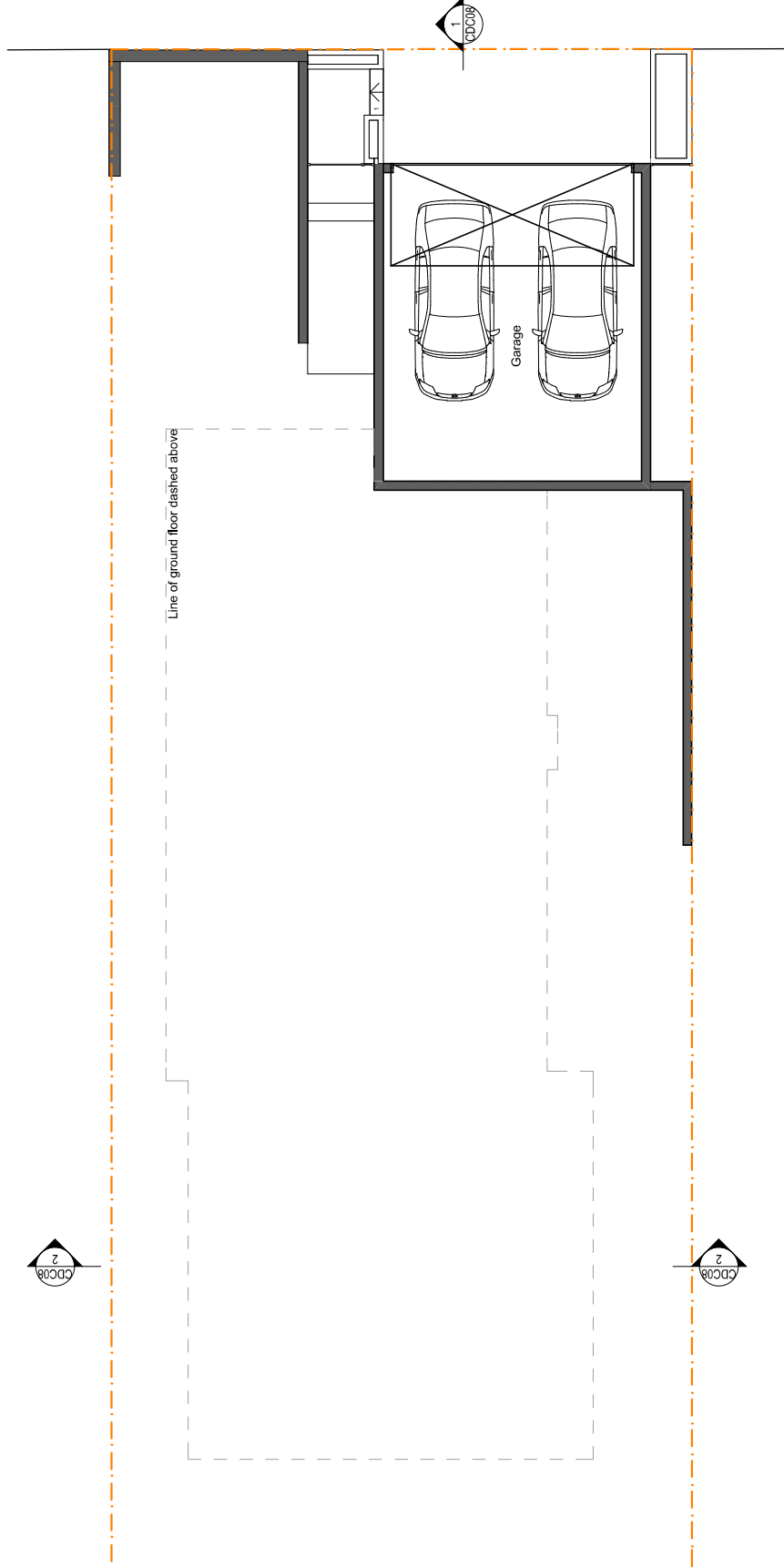
DRAWING NO.
CDC02

DATE
 Monday, August 14,
 2017

SCALE
 1:200 @A3

DRAWING NAME
 SITE / ROOF / SEDIMENT EROSION /
 STORM WATER CONCEPT / WASTE
 MANAGEMENT PLAN





DRAWING NAME
EXISTING GARAGE FLOOR PLAN

DRAWING NO.
CDC03

CLIENT
Alicia & Mark Nees

LEGEND

	TIMBER		CONCRETE
	GLASS		EXISTING WALLS
	BRICKWORK		TO BE DEMOLISHED
	METAL		SEDIMENT EROSION FENCE

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DATE
Monday, August 14,
2017

SCALE
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NOTES

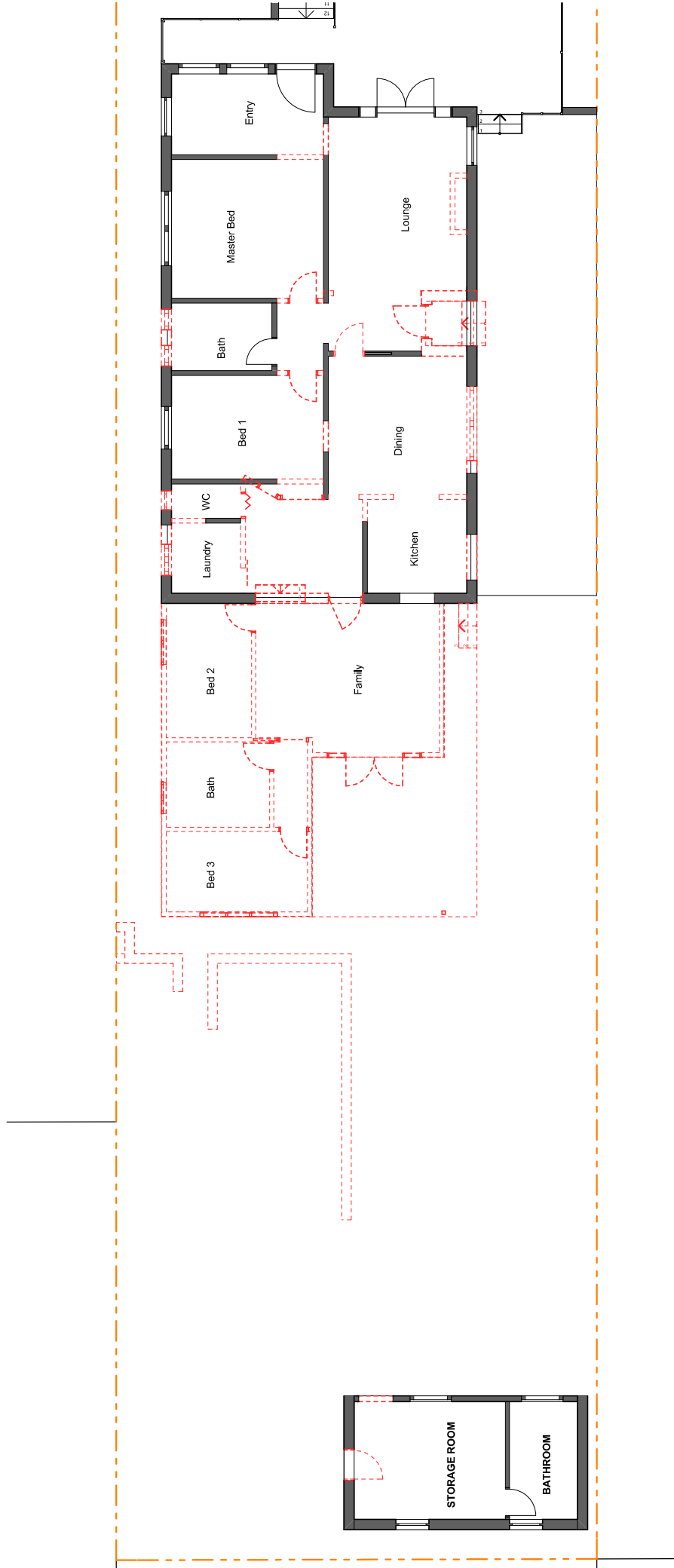
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EXISTING GROUND FLOOR PLAN
1:100

Note:
All demolition works to AS 2601 - 2001 & Engineer's specifications.

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LEGEND

TIMBER	CONCRETE
GLASS	EXISTING WALLS
BRICKWORK	TO BE DEMOLISHED
METAL	SEDIMENT EROSION FENCE

CLIENT
Alicia & Mark Nees

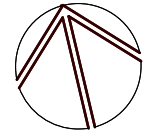
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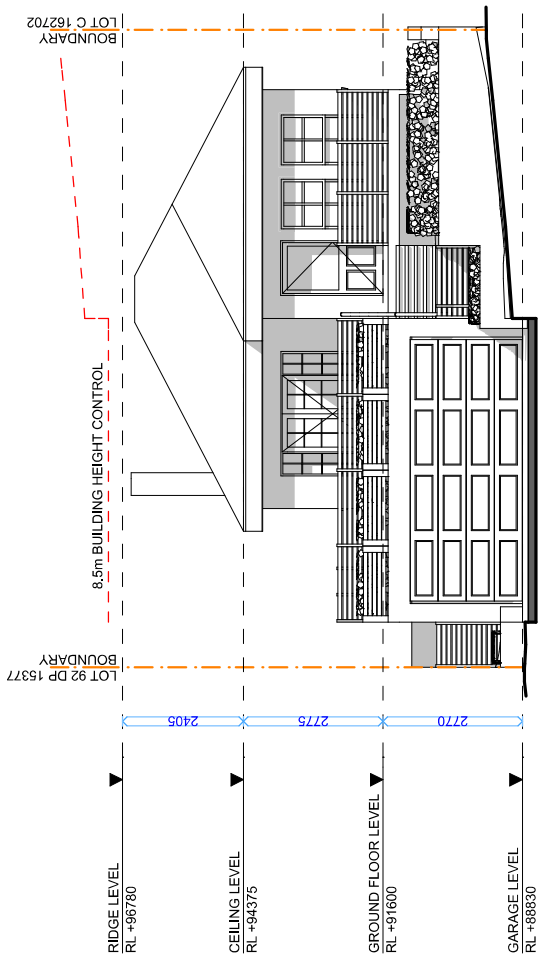
DRAWING NO.
CDC04

DATE
Monday, August 14,
2017

DRAWING NAME
EXISTING GROUND FLOOR PLAN

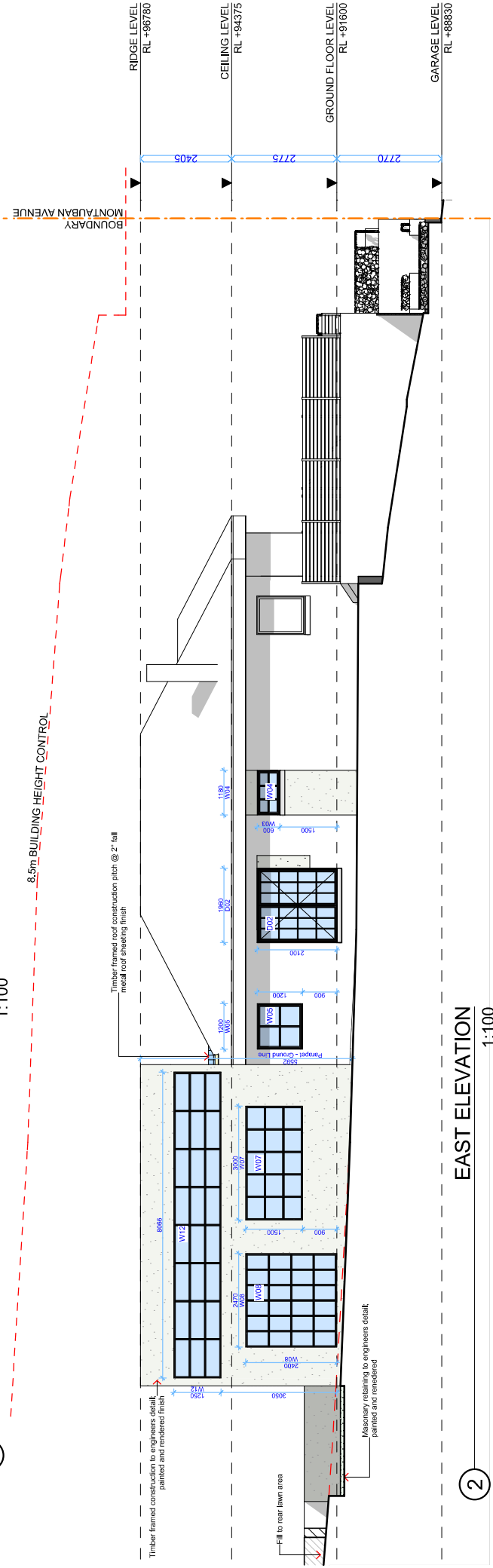
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NORTH ELEVATION
1:100

①



EAST ELEVATION
1:100

②

DRAWING NO.
CDC06

DRAWING NAME
NORTH / EAST ELEVATION

SCALE
1:100 @A3

CLIENT
Alicia & Mark Nees

PROJECT ADDRESS
29 Mountauban Avenue, Seaforth, NSW 2092

DATE
Monday, August 14, 2017

LEGEND

TERRACOTTA ROOF TILES	TIMBER	GLASS	BRICKWORK	METAL
CONCRETE	TILES	EXISTING WALLS		

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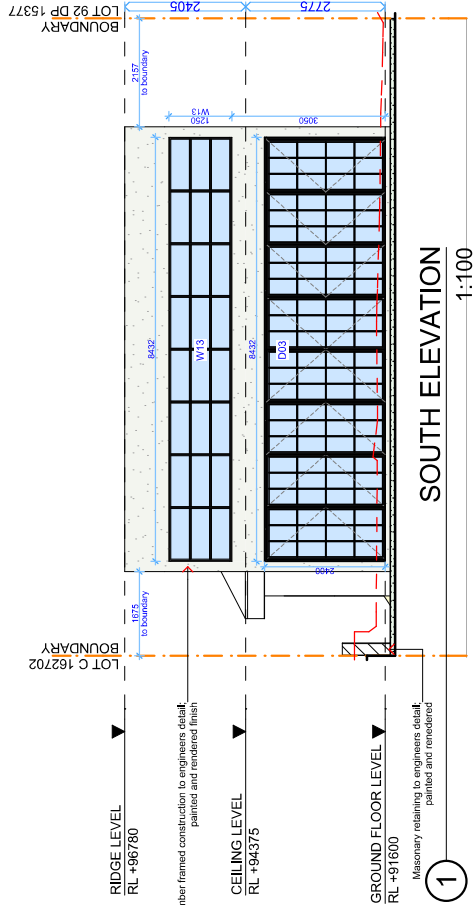
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8.5m BUILDING HEIGHT CONTROL



RIDGE LEVEL
RL +96780

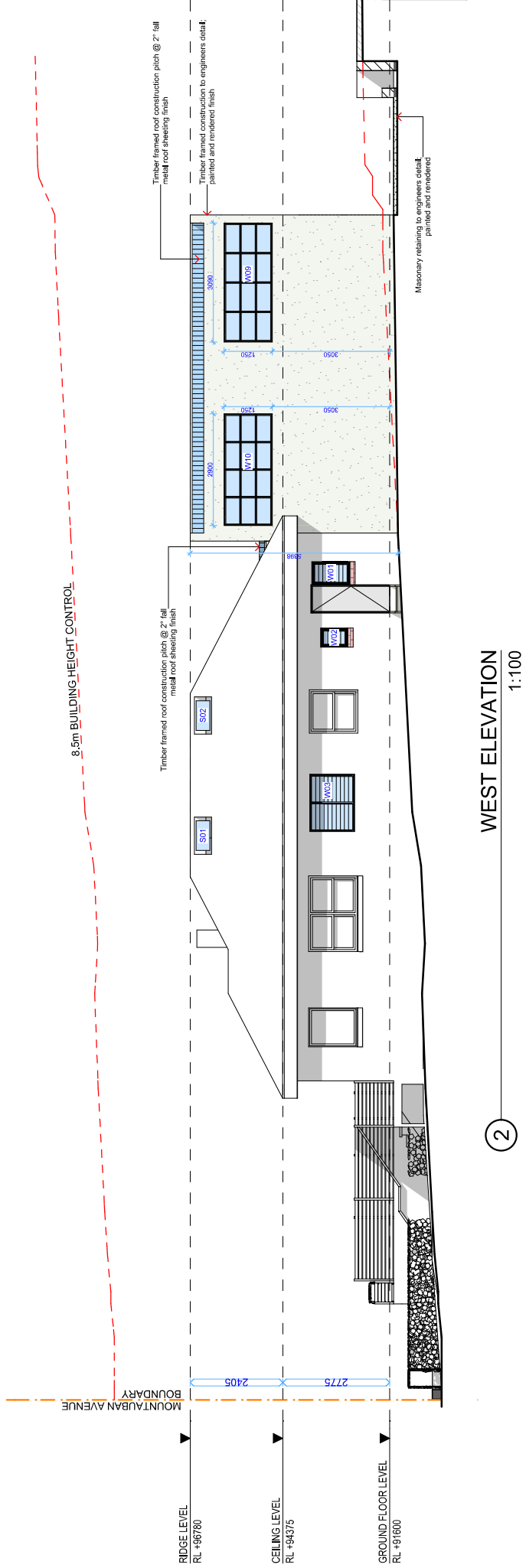
Timber framed construction to engineers detail,
painted and rendered finish

CEILING LEVEL
RL +94375

GROUND FLOOR LEVEL
RL +91600

Masonry retaining to engineers detail,
painted and rendered

SOUTH ELEVATION
1:100



RIDGE LEVEL
RL +96780

CEILING LEVEL
RL +94375

GROUND FLOOR LEVEL
RL +91600

Timber framed roof construction pitch @ 2° fall
metal roof sheeting finish

Timber framed construction to engineers detail,
painted and rendered finish

Masonry retaining to engineers detail,
painted and rendered

WEST ELEVATION
1:100

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LEGEND

TIMBER	TERRACOTTA ROOF TILES
GLASS	CONCRETE
BRICKWORK	TILES
METAL	EXISTING WALLS

CLIENT
Alicia & Mark Nees

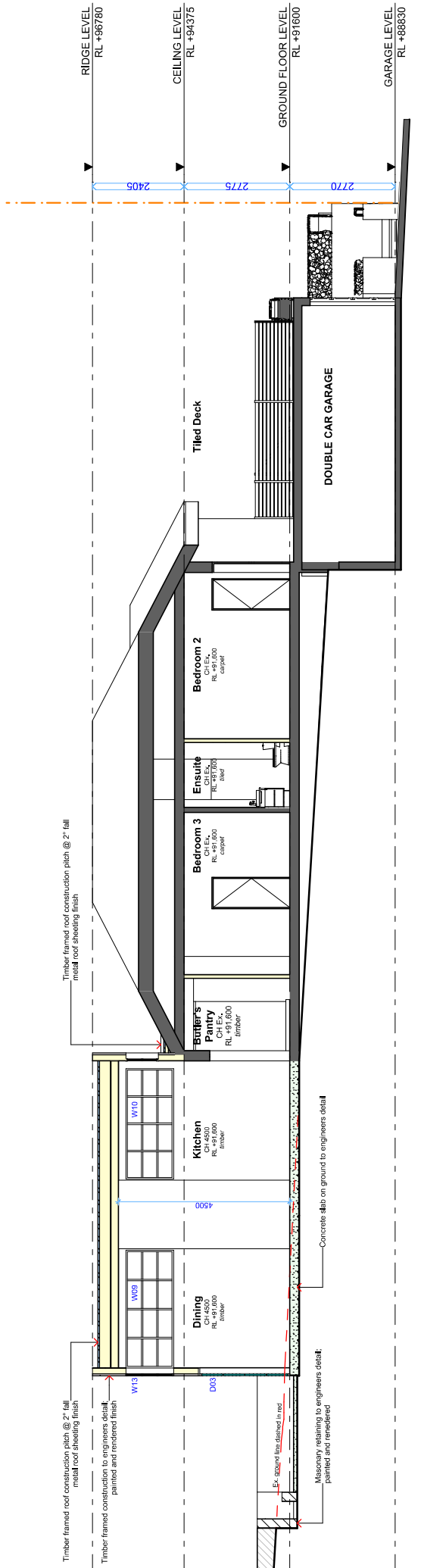
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DRAWING NO.
CDC07

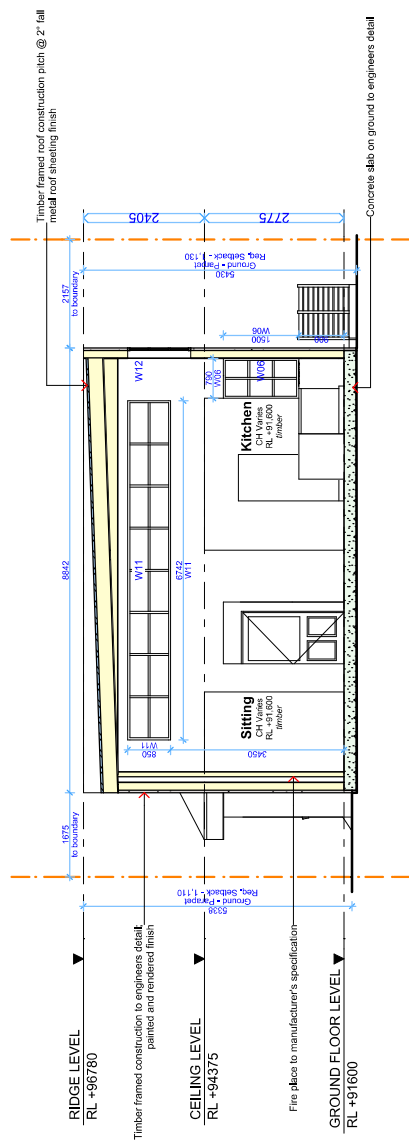
DATE
Monday, August 14,
2017

DRAWING NAME
SOUTH / WEST
ELEVATION

SCALE
1:100 @A3



1
LONG SECTION
1:100



2
CROSS SECTION
1:100

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LEGEND

TIMBER	TERRACOTTA ROOF TILES
GLASS	CONCRETE
BRICKWORK	TILES
METAL	EXISTING WALLS

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DRAWING NO.
CDC08

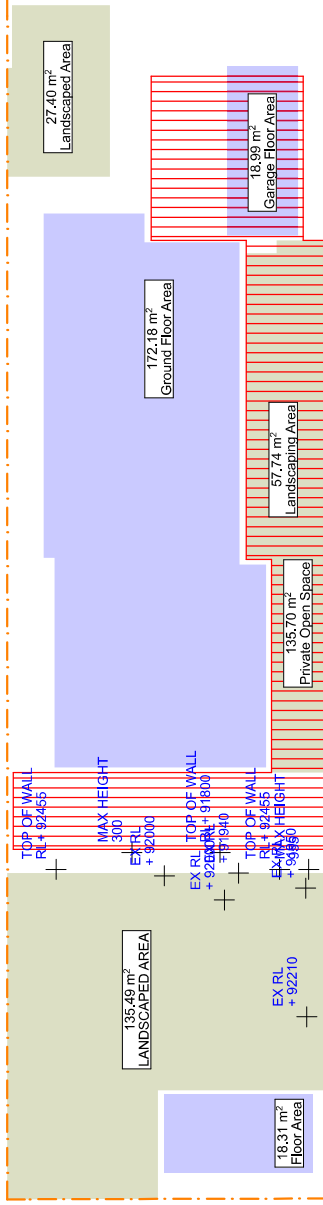
DATE
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2017

DRAWING NAME
LONG / CROSS
SECTION

SCALE
1:100 @A3

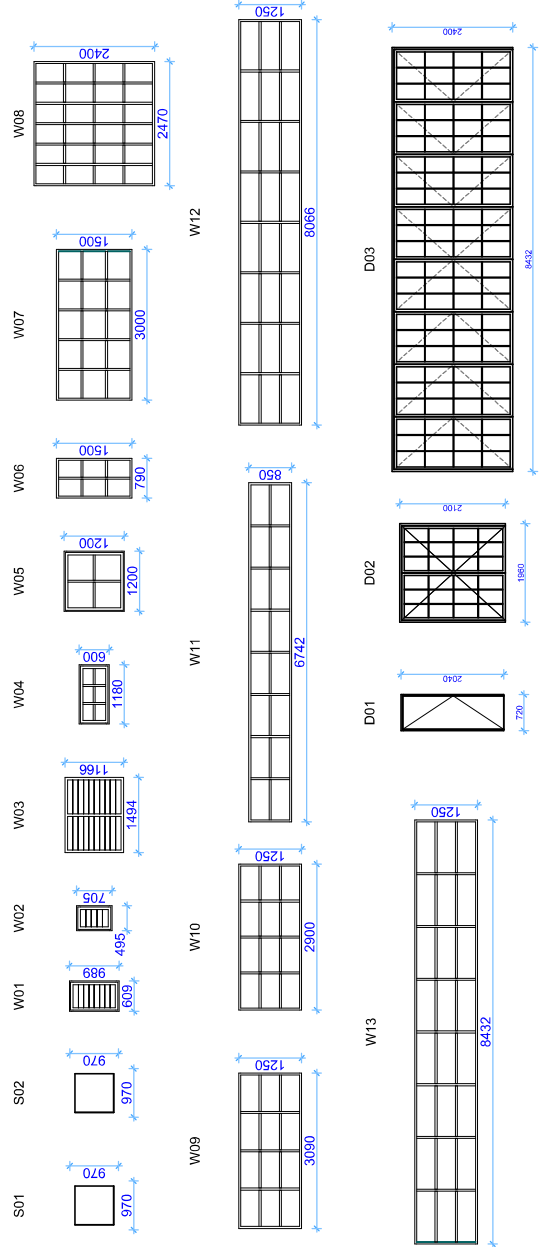


AREA CALCULATIONS



- GROSS FLOOR AREA (228.47m²)
- PRIVATE OPEN SPACE (134.84m²)
- LANDSCAPE AREA (256.61m²)

WINDOW & DOOR SCHEDULE



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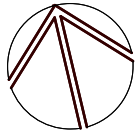
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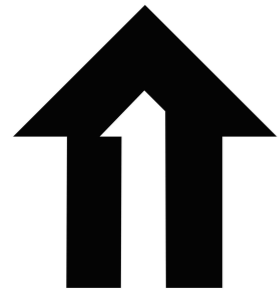
LEGEND

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 29 Mountauben Avenue,
 Seaford, NSW 2052

DRAWING NO.
CDC09
DATE
 Monday, August 14,
 2017

DRAWING NAME
 AREA CALCULATIONS /
 WINDOW & DOOR
 SCHEDULE
SCALE
 1:200 @A3

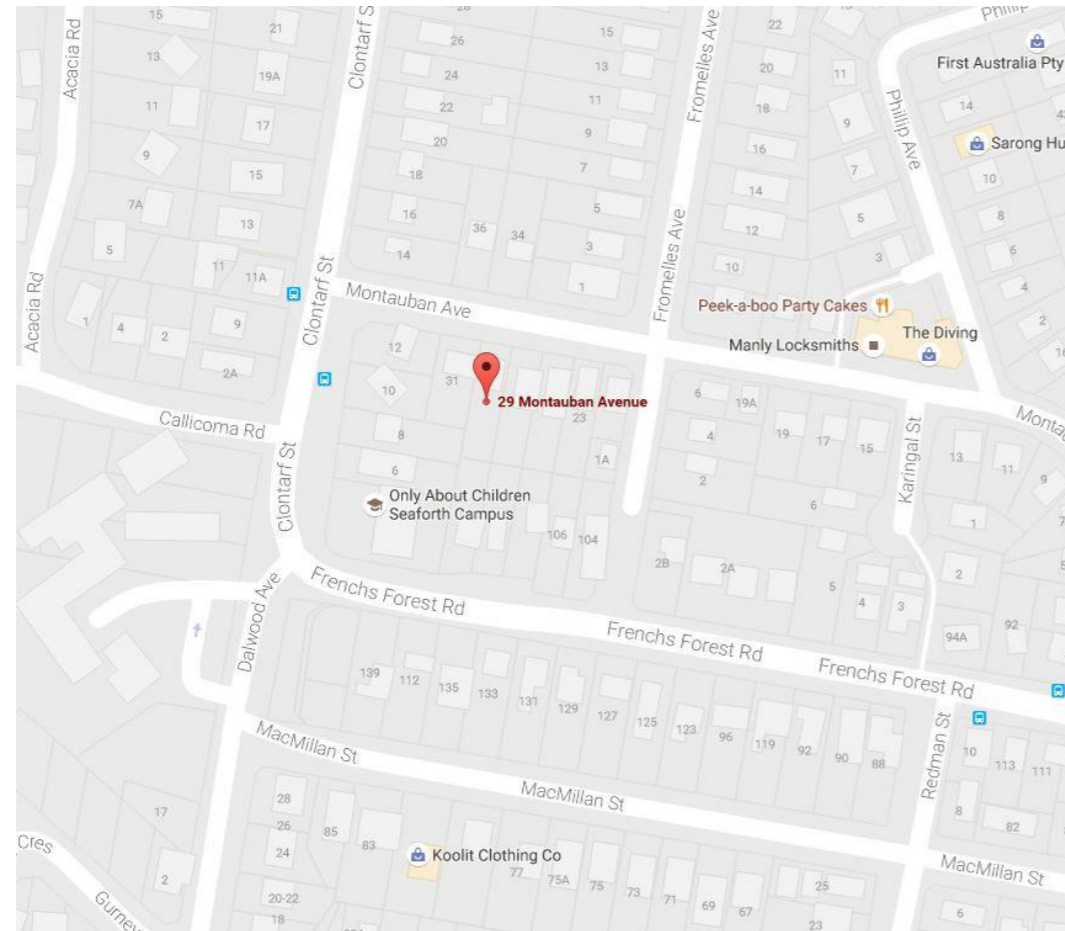




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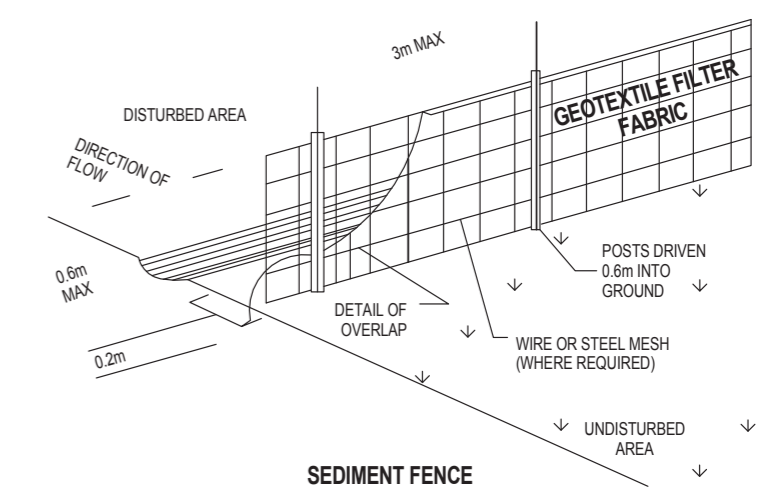
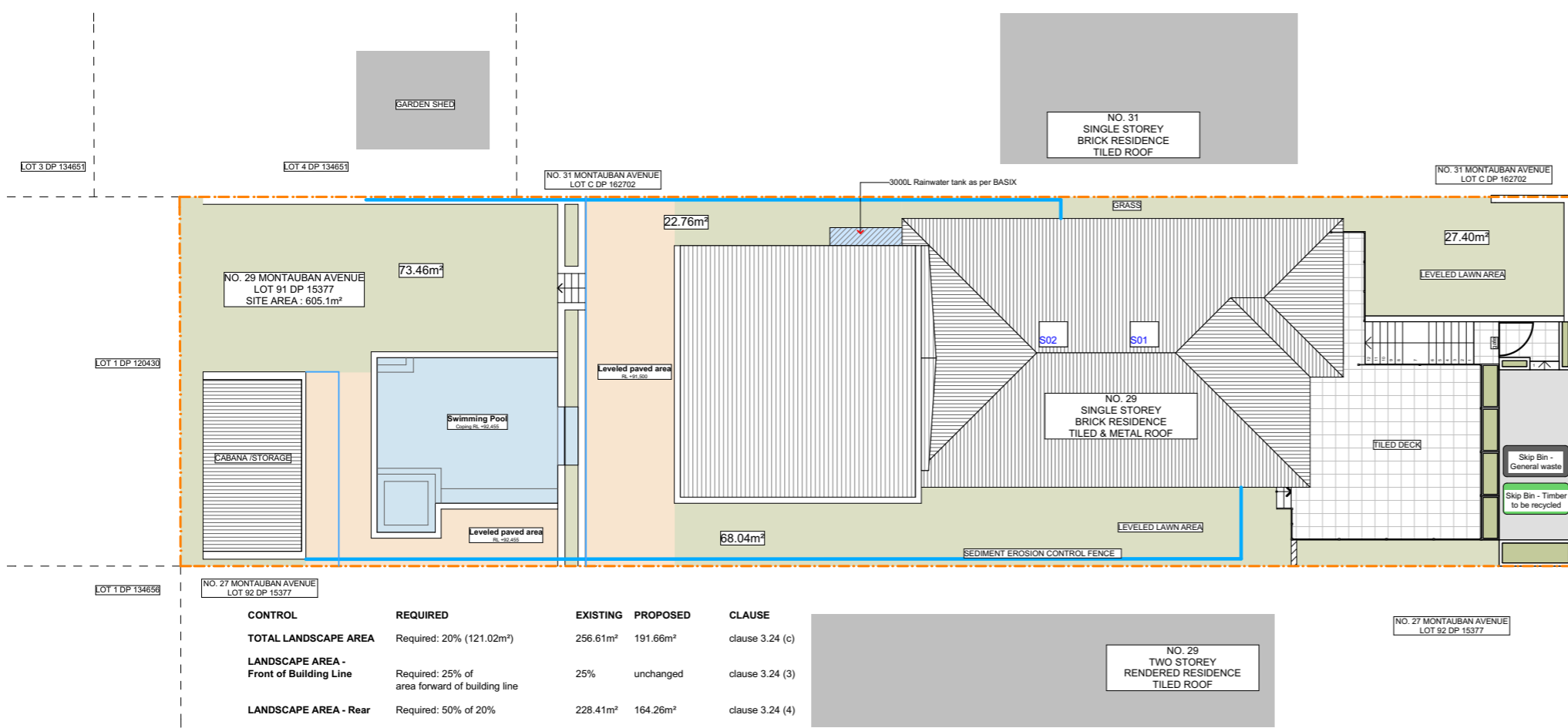
NCC & AS COMPLIANCES SPECIFICATIONS

- EARTHWORKS: METHOD OF EXCAVATION AND FILL - PART 3.1.1 OF NCC
- SURFACE SUBSOIL-STORMWATER DRAINAGE - PART 3.1.2 OF NCC
- TERMITE-RISK MANAGEMENT - PART 3.1.3 OF NCC
- FOOTINGS & SLAB - PART 3.2 OF NCC INCLUDING AS2870
- MASONRY CONSTRUCTION - PART 3.3 OF NCC INCLUDING AS3700
- SUB FLOOR VENTILATION - PART 3.4.1 OF NCC
- FRAMING - PART 3.4 OF NCC
- ROOF, WALL-CLADDING, GUTTERS & DOWNPIPES - PART 3.5 OF NCC
- GLAZING - PART 3.6 OF NCC INCLUDING AS1288
- FIRE SEPARATION - PART 3.7.1 OF NCC
- SMOKE ALARMS - PART 3.7.2 OF NCC
- HEATING APPLIANCES - PART 3.7.3 OF NCC
- WET AREAS-PROTECTION OF WALLS & FLOORS - PART 3.8.1 OF NCC
- MINIMUM ROOF HEIGHTS - PART 3.8.3 OF NCC
- FACILITIES REQUIRED & SANITARY DOOR CONSTRUCTION - PART 3.8.3 OF NCC
- LIGHT: NATURAL AND ARTIFICIAL - PART 3.8.4 OF NCC
- VENTILATION & LOCATION OF TOILETS - PART 3.8.5 OF NCC
- SOUND INSULATION - PART 3.8.6 OF NCC
- STAIR CONSTRUCTION INCLUDING DIMENSIONS - PART 3.9.1 OF NCC
- BALUSTRADES & OTHER BARRIERS - PART 3.9.2 OF NCC
- FENCING & OTHER PROVISIONS - REGS & AS1926
- DEMOLITION WORKS - AS2601-1991 THE DEMOLITION OF STRUCTURES.
- ALL WATERPROOF MEMBRANES TO COMPLY WITH WITH AS 3740-2004
- ALL PLUMBING & DRAINAGE WORK TO COMPLY WITH AS 3500
- SITE CLASSIFICATION AS TO AS 2870
- ALL PLASTERBOARD WORK TO COMPLY WITH AS 2588-1998
- ALL STRUCTURAL STEEL WORK TO COMPLY WITH AS 4100 & AS 1554
- ALL CONCRETE WORK TO COMPLY WITH AS 3600
- ALL ROOF SHEETING WORK TO COMPLY WITH AS 1562-1992
- ALL SKYLIGHTS TO COMPLY WITH WITH AS 4285-2007
- ALL CERAMIC TILING TO COMPLY WITH AS 3958.1-2007 & 3958.2-1992
- ALL GLAZING ASSEMBLIES TO COMPLY WITH AS2047 & 1288
- ALL TIMBER RETAINING WALLS ARE TO COMPLY WITH AS 1720.1-2010, AS 1720.2-2006, AS 1720.4-2006, AS 1170.1-1989 & AS 1170.4-1993
- ALL RETAINING WALLS ARE TO COMPLY WITH 3700 - 2011 & AS 3600 -2001
- ALL CONSTRUCTION TO COMPLY TO AS3959- 1991

SHEET NUMBER	SHEET NAME	DATE PUBLISHED
CDC00	COVER	10-Aug-17
CDC01	NOTATION	10-Aug-17
CDC02	SITE PLAN	10-Aug-17
CDC03	POOL PLAN	10-Aug-17
CDC04	POOL SECTIONS	10-Aug-17

NOTES

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- THE BUILDER IS TO ENSURE ALL CONSTRUCTION, LEVELS AND OTHER ITEMS COMPLY WITH THE CONDITIONS OF THE BUILDING APPROVAL
- THE BUILDER IS TO COMPLY WITH ALL ORDINANCES, LOCAL AUTHORITY REGULATIONS AND THE REQUIREMENTS OF ALL SERVICES SUPPLY AUTHORITIES HAVING JURISDICTION OVER THE WORKS.
- ALL PLUMBING AND DRAINAGE WORK TO BE INSTALLED AND COMPLETED BY A LICENCED TRADESMAN AND IN ACCORDANCE WITH THE STATUTORY BODY HAVING AUTHORITY OVER THE WORKS. CONNECT ALL WASTE TO SYDNEY WATER SEWER LINE
- ALL NEW DOWNPIPES ARE TO BE CONNECTED TO THE EXISTING STORM WATER SYSTEM.
- ALL POWER AND STORMWATER OUTLET LOCATIONS SHALL BE DETERMINED ONSITE BY THE OWNER.
- SMOKE DETECTOR ALARM TO BE INSTALLED IN ACCORDANCE WITH AS3786 AND THE BUILDING CODE OF AUSTRALIA.
- ELECTRICAL WORK TO BE IN ACCORDANCE WITH SAA WIRING RULES AND BE DONE BY A LICENCED TRADESMAN
- ANY DETAILING IN ADDITION TO WHAT IS SUPPLIED SHALL BE RESOLVED BETWEEN THE OWNER AND THE BUILDER TO THE OWNERS APPROVAL, EXCEPT FOR ANY STRUCTURAL DETAILS OR DESIGN WHICH IS SUPPLIED BY THE ENGINEER.
- ALL TIMBER SIZES AND CONCRETE DETAILS TO BE CONFIRMED BY THE BUILDER PRIOR TO COMMENCEMENT OF ANY WORK.
- ALL STRUCTURAL WORK IS TO BE IN ACCORDANCE WITH THE STRUCTURAL DETAILS PREPARED BY A STRUCTURAL ENGINEER (i.e.) PIERS, FOOTINGS, CONCRETE SLABS, RETAINING WALLS, STEELWORK, FORMWORK, UNDERPINNING, ADDITIONAL STRUCTURAL LOADS, TIMBER FRAMING, WIND BRACING AND ASSOCIATED CONNECTIONS. BUILDER TO OBTAIN PRIOR TO FINALISING TENDER.
- ANY WORK INDICATED ON THE PLANS BUT NOT SPECIFIED, AND ANY ITEM NOT SHOWN ON THE PLAN WHICH IS OBVIOUSLY NECESSARY AS A PART OF CONSTRUCTION AND/OR FINISH IS TO BE CONSIDERED AS SHOWN AND SPECIFIED, AND IS TO BE DONE AS PART OF THE CONTRACT. VARIATIONS WILL NOT BE PERMITTED WITHOUT THE WRITTEN CONSENT OF THE OWNER.
- THE BUILDER SHALL PROVIDE SEDIMENT AND SILTRATION CONTROL MEASURES AS REQUIRED BY COUNCIL AND MAINTAIN THEM THROUGH THE DURATION OF THE WORKS.
- A LEGIBLE COPY OF THE PLANS BEARING APPROVAL STAMPS MUST BE MAINTAINED ON THE JOB AT ALL TIMES. HOURS OF CONSTRUCTION WILL BE RESTRICTED TO THE TIMES AS REQUIRED BY THE BUILDING APPROVAL.
- THE BUILDER IS TO ARRANGE FOR ALL INSPECTIONS REQUIRED BY THE AUTHORITIES AND LENDING INSTITUTIONS TO THEIR REQUIREMENTS.
- THE BUILDER IS TO OBTAIN APPROVAL FOR INTERRUPTIONS TO EXISTING SERVICES AND MINIMISE THE DURATION AND NUMBER OF INTERRUPTIONS. ANY INTERRUPTIONS WITH EXISTING SERVICES AND EQUIPMENT TO BE ATTENDED TO BY THE APPROPRIATELY SKILLED TRADESMEN.
- THE BUILDER SHALL RESTORE, REINSTATE OR REPLACE ANY DAMAGE CAUSED TO EXISTING STRUCTURES OR LANDSCAPING BY CONSTRUCTION WORK OR WORKMEN. PROVIDE PROTECTION TO EXISTING TREES TO REMAIN AS REQUIRED BY APPROVAL CONDITIONS.
- ALL BRICKWORK IS TO BE SELECTED BY OWNER AND IS TO COMPLY WITH AS1640
- ALL MASONRY TO COMPLY WITH AS3700
- ALL METALWORK AND FLASHING ITEMS NECESSARY TO SATISFACTORY COMPLETE WORK SHALL BE PROVIDED.
- ALL GUTTERS, DOWNPIPES TO BE COLORBOND.
- ALL TIMBER CONSTRUCTION TO BE IN ACCORDANCE WITH THE AUSTRALIAN STANDARD 1684 "TIMBER FRAMING CODE"
- ALL GLAZING INSTALLED TO COMPLY WITH AS1288, 2047 AND IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATION
- ALL WALL AND CEILING LININGS TO BE PLASTERBOARD OR CEMENT RENDER AS SELECTED AND VILLA BOARD IN WET AREAS, TO COMPLY WITH THE RELEVANT AUSTRALIAN STANDARDS OR INSTALLED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATION.
- ALL BATHROOMS AND WET AREAS TO BE ADEQUATELY WATERPROOFED TO MANUFACTURERS SPECIFICATION AND AS3740 AND PART 3.8.1 OF THE BUILDING CODE OF AUSTRALIA HOUSING PROVISIONS
- TERRACES AND BALUSTRADES TO COMPLY WITH PART 3.9.1 & 3.9.2 OF THE BUILDING CODE OF AUSTRALIA HOUSING PROVISION.
- TERMITE PROTECTION MEASURES TO COMPLY WITH AS 3660 AND BE INSTALLED TO MANUFACTURERS SPECIFICATION.
- ANY DETAILING ADDITIONAL TO THAT SUPPLIED, SHALL BE RESOLVED BETWEEN THE OWNER AND THE BUILDER TO THE OWNERS APPROVAL EXCEPT FOR ANY STRUCTURAL DETAILS OR DESIGN WHICH IS TO BE SUPPLIED BY THE STRUCTURAL ENGINEER.



CONTROL	REQUIRED	EXISTING	PROPOSED	CLAUSE
TOTAL LANDSCAPE AREA	Required: 20% (121.02m ²)	256.61m ²	191.66m ²	clause 3.24 (c)
LANDSCAPE AREA - Front of Building Line	Required: 25% of area forward of building line	25%	unchanged	clause 3.24 (3)
LANDSCAPE AREA - Rear	Required: 50% of 20%	228.41m ²	164.26m ²	clause 3.24 (4)

SITE PLAN
1:200

DUST CONTROL :

TO REDUCE DUST GENERATED BY WIND ACTION, THE REMOVAL OF THE TOP SOIL IS TO BE MINIMISED. TO PREVENT DUST GENERATION, WATERING DOWN OF THE SITE, ESPECIALLY DURING THE MOVEMENT OF MACHINERY IS REQUIRED. WHERE EXCAVATING INTO ROCK, KEEP THE SURFACE MOIST TO MINIMISE DUST. CONSTRUCT A GRAVEL ENTRY/EXIT POINT USING BLUE METAL AND RESTRICT ALL VEHICLE MOVEMENTS WITHIN THE SITE TO A MINIMUM. ENSURE WIND BREAKS, SUCH AS EXISTING FENCES ARE MAINTAINED DURING THE CONSTRUCTION PHASE UNTIL NEW LANDSCAPING IS PROVIDED OR REINSTATED. PREVENT DUST BY COVERING STOCKPILES

SEDIMENT NOTE :

1. ALL EROSION AND SEDIMENT CONTROL MEASURES TO BE INSPECTED AND MAINTAINED DAILY BY THE SITE MANAGER.
2. MINIMISE DISTURBED AREAS, REMOVE EXCESS SOIL FROM EXCAVATED AREA AS SOON AS POSSIBLE.
3. ALL MATERIAL STOCKPILE TO BE CLEAR FROM DRAINS, GUTTERS AND FOOTPATHS, OR WITHIN SEDIMENT FENCE AREA.
4. DRAINAGE TO BE CONNECTED TO STORMWATER AS SOON AS POSSIBLE. IF STORED ON SITE, IT MUST BE FILTERED BEFORE RELEASING INTO STORMWATER SYSTEM OR WATERWAYS.
5. ROADS AND FOOTPATHS TO BE SWEEPED DAILY.

STOCKPILES :

ALL STOCKPILES ARE TO BE KEPT ON-SITE WHERE POSSIBLE. ANY MATERIALS PLACED ON THE FOOTPATHS OR NATURE STRIPS REQUIRE COUNCIL'S PERMISSION. ALL STOCKPILES ARE TO BE PLACED AWAY FROM THE DRAINAGE LINES AND STREET GUTTERS. IT IS BEST TO LOCATE THESE ON THE HIGHEST PART OF THE SITE IF POSSIBLE. PLACE WATERPROOF COVERING OVER STOCKPILES. IF REQUIRED PROVIDE DIVERSION DRAIN & BANK AROUND STOCKPILES.

GUTTER PROTECTION :

PROVIDE PROTECTION TO DOWNHILL GRATE IN GUTTER BY MEANS OF SAND BAGS OR BLUE METAL WRAPPED IN GEOTEXTILE FABRIC. WHEN SOIL OR SAND BUILDS UP AROUND THIS SEDIMENT BARRIER, THE MATERIAL SHOULD BE RELOCATED BACK TO THE SITE FOR DISPOSAL.

	Show on DA Plans	Show on CC/CDC Plans & specs	Cartifier Check
Pool and Spa			
Rainwater tank			
The applicant must install a rainwater tank of at least 2887 litres on the site. This rainwater tank must meet, and be installed in accordance with, the requirements of all applicable regulatory authorities.	✓	✓	✓
The applicant must configure the rainwater tank to collect rainwater runoff from at least 90 square metres of roof area.		✓	✓
The applicant must connect the rainwater tank to a tap located within 10 metres of the edge of the pool and outdoor spa.		✓	✓
Outdoor swimming pool			
The swimming pool must be outdoors.	✓	✓	✓
The swimming pool must not have a capacity greater than 45 kilolitres.	✓	✓	✓
The swimming pool must have a pool cover.		✓	✓
The applicant must install a pool pump timer for the swimming pool.		✓	✓
The applicant must not incorporate any heating system for the swimming pool that is part of this development.		✓	✓
Outdoor spa			
The spa must not have a capacity greater than 4 kilolitres.	✓	✓	✓
The spa must have a spa cover.		✓	✓
The applicant must install a spa pump timer.		✓	✓
The applicant must install the following heating system for the outdoor spa that is part of this development: gas.		✓	✓

ACTION PLANS

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LEGEND

	TIMBER		CONCRETE
	GLASS		EXISTING WALLS
	BRICKWORK		TO BE DEMOLISHED
	METAL		SEDIMENT EROSION FENCE

CLIENT
Alicia & Mark Nees

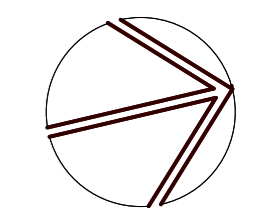
PROJECT ADDRESS
29 Mountauban Avenue,
Seaforth, NSW 2092

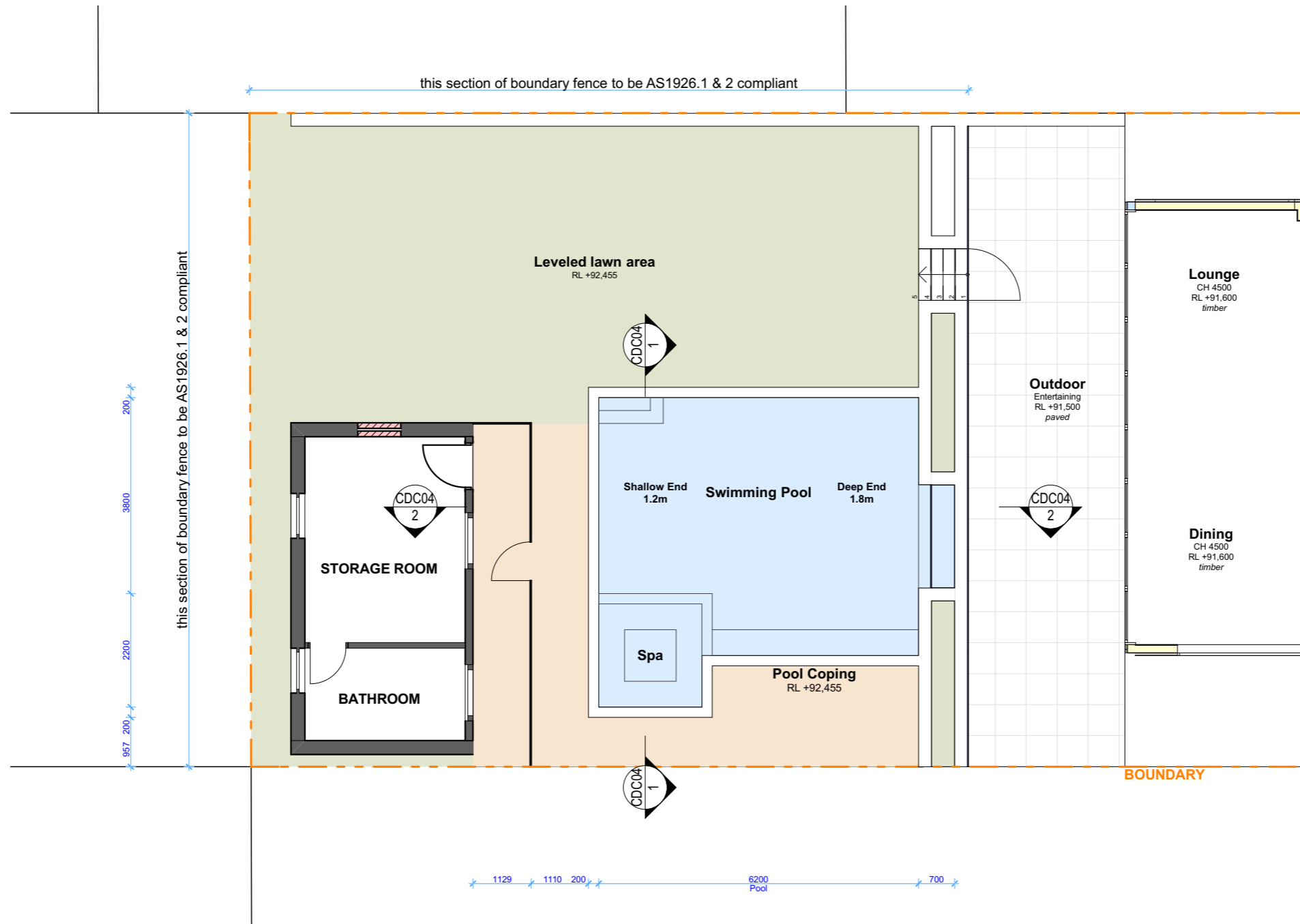
DRAWING NO.
CDC02

DATE
Thursday, August 10,
2017

DRAWING NAME
SITE PLAN

SCALE
1:200 @A3





1 POOL PLAN
1:100

	Design Specification	Building Code of Australia (BCA) requirement (for version of BCA applicable as on the date of submission of DA)
1.	All glazing including decals shall comply with AS 1288.1-2006, AS 2047-1999 and AS 1170.1-2002	Part 3.6 Glazing, requires all glazing to comply with AS 1288-2006 and AS 2047-1999. The BCA requires glazing members to comply with Structural Loading Code AS 2280.1-2002. Glass with a high potential for human impact shall strictly comply with the human impact safety requirements of the BCA
2.	Swimming Pool Safety Fencing	Part 3.9.3, of the BCA specifies all requirements of swimming pool safety fencing. Compliance with AS1926.1-2012, including 1800mm high boundary fencing acting as pool fence/barriers. 1200mm high pool fence/barriers shall surround the pool with no doors of building permitted to open onto pool areas. Any windows shall be sufficiently protected in accordance with AS1926.1-2012. NCZ shall be provided to all swimming pool safety fence/barriers in accordance with AS1926.1-2012. AS 1288 2006 specifies glazing requirements when glass is incorporated into a pool fence/barrier. Certification post construction will be required.
3.	Swimming Pool Recirculation Systems	Part 3.9.4. of the BCA specifies all requirements of swimming pool and spa recirculation systems. AS1926.3-2010 shall be complied with and certified post construction



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LEGEND

TIMBER	CONCRETE
GLASS	EXISTING WALLS
BRICKWORK	TO BE DEMOLISHED
METAL	SEDIMENT EROSION FENCE

CLIENT

Alicia & Mark Nees

PROJECT ADDRESS

29 Mountauban Avenue,
Seaforth, NSW 2092

DRAWING NO.

CDC03

DATE

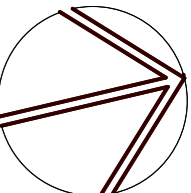
Thursday, August 10,
2017

DRAWING NAME

POOL PLAN

SCALE

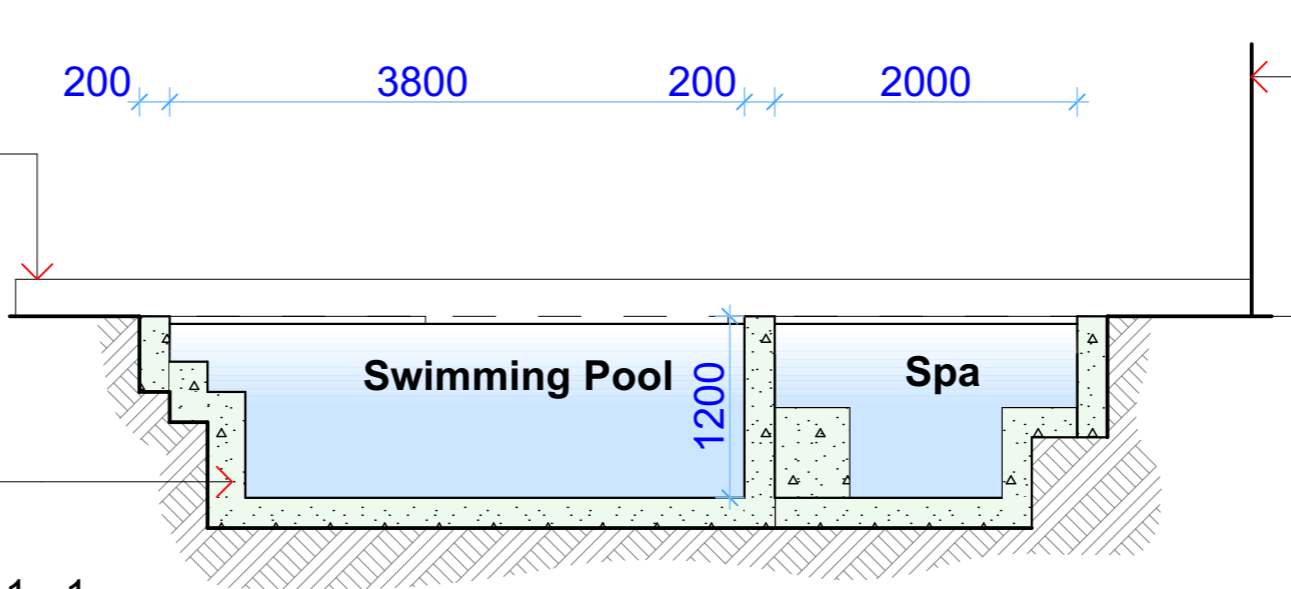
1:100 @A3



Glass pool balustrade to AS1926.1 & 2, swimming pool act 1992, swimming pool amended act 2009 and swimming pool regulation 2008

POOL COPING LEVEL
RL +92,455

Concrete pool to engineers detail



Boundary fence to AS1926.1 & 2, swimming pool act 1992, swimming pool amended act 2009 and swimming pool regulation 2008

① POOL CROSS SECTION 1 - 1
1:50

Boundary fence to AS1926.1 & 2, swimming pool act 1992, swimming pool amended act 2009 and swimming pool regulation 2008

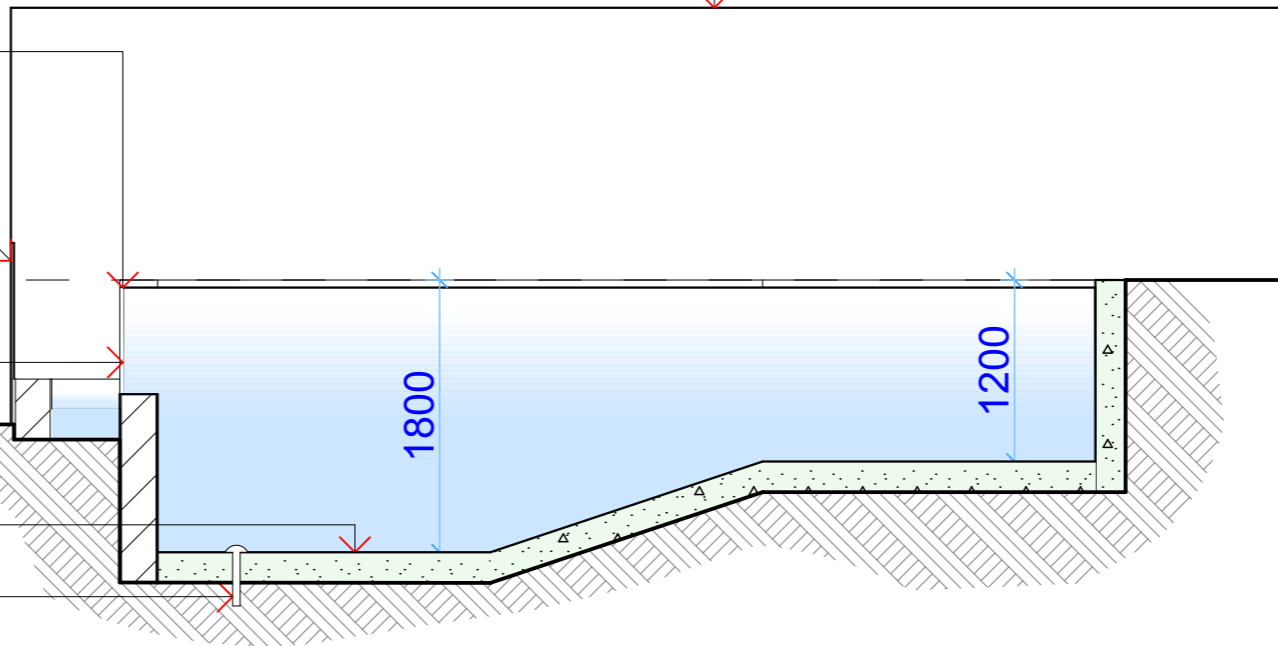
Glass infinity pool edge to engineers detail
Glass pool balustrade to AS1926.1 & 2, swimming pool act 1992, swimming pool amended act 2009 and swimming pool regulation 2008

POOL COPING LEVEL
RL +92,455

Toughened glass pool edge to engineers detail

Concrete pool to engineers detail

Sump to rubble drain if required



Glass pool balustrade to AS1926.1 & 2, swimming pool act 1992, swimming pool amended act 2009 and swimming pool regulation 2008

② POOL LONG SECTION 2- 2
1:50



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LEGEND

	TIMBER		TERRACOTTA ROOF TILES
	GLASS		CONCRETE
	BRICKWORK		TILES
	METAL		EXISTING WALLS

CLIENT

Alicia & Mark Nees

PROJECT ADDRESS

29 Mountauban Avenue, Seaforth, NSW 2092

DRAWING NO.

CDC04

DATE

Thursday, August 10, 2017

DRAWING NAME

POOL SECTIONS

SCALE

1:50 @A3

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

14. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
 - (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental*

- Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
- (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the Environmental Planning and Assessment Act) or an Occupation Certificate as referred to in Section 6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).
- 17.
- (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
 - (b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property? If so please provide details and indicate if there are any proposals for amendment or revocation?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW)?
- Affectations/Benefits**
- 20.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?

- (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding? If the property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- 23.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

Capacity

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

Requisitions and transfer

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

Off the plan contract

33. If the Contract is an off the plan contract:
- (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
 - (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
 - (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.