

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	eCOS ID: 49779174	NSW Duty:
vendor's agent	Upstate Level 1 Suite 15 688 Pittwater Rd DEE WHY NSW 2099		Phone: 9971 9000 Fax: 9982 6446 Ref:
co-agent			
vendor	Bayview Links Pty Limited ACN 100 455 767 ATF Bayview Property Trust No. 2 40 Anzac Avenue COLLAROY NSW 2097		
vendor's solicitor	Rigg Conveyancing Shop 1 10 Rickard Road North Narrabeen NSW 2101 P.O Box 288 Narrabeen NSW 2101		Phone: 02 9913 9861 Fax: 02 8088 6586 Ref: 016048
date for completion	See special condition 46 (clause 15)		Email: info@riggconveyancing.com
land	Unit...../44 Rose Avenue WHEELER HEIGHTS NSW 2097 (Address, plan details and title reference) Unregistered Lot.....which is part of Registered Lot 4 DP203378 & 4 DP26532		

improvements ☒ VACANT POSSESSION ☐ Subject to existing tenancies
☐ HOUSE ☐ garage ☐ carport ☒ home unit ☐ carspace ☐ storage space
☐ none ☐ other:
 attached copies ☒ documents in the List of Documents as marked or as numbered:
☐ other documents:

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

inclusions ☐ blinds ☐ dishwasher ☐ light fittings ☐ stove
☐ built-in wardrobes ☐ fixed floor coverings ☐ range hood ☐ pool equipment
☐ clothes line ☐ insect screens ☐ solar panels ☐ TV antenna
☐ curtains ☒ other: see schedule of finishes

exclusions
purchaser

purchaser's solicitor

Phone:

Fax:

Ref:

price \$

Email:

deposit \$

(10% of the price, unless otherwise stated)

balance \$

contract date

(if not stated, the date this contract was made)

buyer's agent

vendor

witness

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

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

vendor agrees to accept a *deposit-bond* (clause 3)

☒ NO ☐ yes

proposed *electronic transaction* (clause 30)

☐ no ☒ YES

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

land tax is adjustable

☐ NO ☒ yes

GST: Taxable supply

☐ NO ☒ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☒ yes

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

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

Purchaser must make an *RW payment*
(residential withholding payment)

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

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

RW payment (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 vendor is part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

Australian Taxation Office	NSW Fair Trading
Council	NSW Public Works Advisory
County Council	Office of Environment and Heritage
Department of Planning and Environment	Owner of adjoining land
Department of Primary Industries	Privacy
East Australian Pipeline Limited	Roads and Maritime Services
Electricity and gas	Subsidence Advisory NSW
Land & Housing Corporation	Telecommunications
Local Land Services	Transport for NSW
NSW Department of Education	Water, sewerage or drainage authority

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	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 by a party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW 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>RW rate</i>);
<i>RW 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>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 by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

- The purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
 - 7.1.2 the vendor *serves* notice of intention to *rescind*; and
 - 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
 - 7.2.2 the amount held is to be invested in accordance with clause 2.9;
 - 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
 - 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
 - 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held 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 *serving* 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 *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;

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

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *RW payment*.

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

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

• Purchaser

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

• Place for completion

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

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate 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 *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 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 *serving* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

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

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

• **Notices, certificates and inspections**

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

• **Meetings of the owners corporation**

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

24 Tenancies

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

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

25 Qualified title, limited title and old system title

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

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

30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –

- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.

30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

30.15.1 holds them on completion in escrow for the benefit of; and

30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>certificate of title</i>	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
<i>completion time</i>	the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>effective date</i>	the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ENCL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and

31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;

31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 31.2.4 serve evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

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ADDITIONAL SPECIAL CONDITIONS

The terms of the printed Contract to which these additional conditions **are annexed shall be read** subject to the following. If there is a conflict between these additional conditions and the printed Contract, then these additional conditions shall prevail. In the interpretation of this document, words importing the singular number or plural number shall include the plural number and singular number respectively and words importing any gender shall include any other gender. The parties agree that should any provision be held to be contrary to **law, void or unenforceable**, then such provision shall be severed from this Contract and such remaining provisions shall remain in full force and effect.

32. ADDITIONAL DEFINITIONS

In this contract:

"Arbitrator" means an arbitrator nominated by the President for the time being of the Royal Australian Institute of Architects (NSW Chapter);

"Building" means the residential unit building or buildings to be constructed on the land in accordance with the Consent and the Schedule of Finishes;

"Consent" means the consent to Development Application issued by **Northern Beaches Council** for the development and construction of the Building and any amendments issued to them by **Northern Beaches Council** from time to time;

"Draft Strata Plan" means the Vendor's proposed Strata plan of subdivision in respect of the Building

"Electrical Appliances" means any appliance installed in the Property;

"Owners Corporation" means the owners corporation constituted on registration of the Strata Plan of the subject property;

"Strata Plan" means the strata plan of subdivision which is to be registered in respect of the land; and

"Strata Scheme" means the strata scheme constituted on registration of the Strata Plan of the subject property.

33. NON MERGER

- 33.1 The parties acknowledge that the benefit of the provisions of this Contract having application after completion continue to apply notwithstanding completion.

34. WHOLE AGREEMENT

- 34.1 The terms and conditions set out in this contract contain the entire agreement in relation to the Property the subject of this Contract as concluded between the vendor and purchaser. The purchaser acknowledges and agrees that he or she has not been induced to enter into this contract by any representation verbal or otherwise made by or on behalf of the Vendor which is not set out in the body of this contract or the schedules or annexures to this contract.

35. NO WARRANTY OR REPRESENTATIONS

- 35.1 The purchaser acknowledges and agrees that in entering into this contract he or she has not relied upon any warranty or representation made by the Vendor or anyone on behalf of the Vendor (other than expressly set out in this contract) but has relied entirely upon his or her own enquiries relating to and inspection of the Property.

36. AGENT

- 36.1 The Purchaser warrants to the Vendor that he or she has not been introduced to the Property by any agent other than the vendor's agent and hereby indemnifies and will continue to indemnify the vendor in respect of any claim made by any agent against the vendor arising out of a breach of this warranty.

37. DEATH; BANKRUPTCY ETC.

- 37.1 If the purchaser prior to the completion date;
- (a) dies or becomes mentally ill, then the vendor can rescind; or
 - (b) is declared bankrupt or enters into any scheme or makes any assignment for the benefit of its creditors, then the purchaser shall be deemed to be in default under the provisions of this contract.

38. CONSTRUCTION

- 38.1 The Vendor will in a proper and workmanlike manner construct on part of the land contained in **4/203378** (such part being known as the "land") a building ("the Building") substantially in accordance with the development approval and building approval issued by **Northern Beaches Council** (as varied from time to time) and the plans annexed hereto.

39. BUILDING DEFECTS

- 39.1 Any defects or faults due to faulty materials or workmanship (not including minor settlement cracks) which:

- (a) appear in the Property whether before or after the completion date; and
- (b) are notified in writing to the vendor before the expiration of 3 months after the completion date;

must be amended and made good by the vendor at the Vendor's expense within a reasonable time after the expiration of that period of 3 months. The vendor is not obliged to amend and make good such defects or faults prior to the expiration of the 3 month period.

40. ELECTRICAL APPLIANCES

- 40.1 The vendor agrees to assign or otherwise procure for the benefits of the purchaser any manufacturer's or other warranty applicable to an Electrical Appliance on or within a reasonable time after completion date.
- 40.2 The vendor agrees to use reasonable endeavours to secure a warranty applicable to each Electrical Appliance which will operate from the completion date.
- 40.3 The purchaser cannot delay completion, rescind or terminate because of anything in relation to a manufacturer's or other warranty applicable to an Electrical Appliance including without limitation, the fact that there is not such warranty in existence at the completion date.

41. REGISTRATION OF STRATA PLAN

- 41.1 Completion of this Contract is subject to and conditional on registration of the Draft Strata Plan as a Strata Plan.
- 41.2 The vendor may make such alterations to the Draft Strata Plan which the vendor considers necessary or desirable, subject to clause 41.3, the purchaser cannot make a claim or requisition, delay completion, rescind or terminate unless the alteration detrimentally affects the property to a substantial extent in which case the purchaser may rescind.
- 41.3 If the purchaser has a right to rescind under clause 41.2, clause 19 shall apply except that the purchaser must exercise the right within 7 days of the date when the vendor provides to the purchaser's solicitor a copy of the Strata Plan or serves notice of the alteration, whichever is the earlier.

42. AREAS AND LAYOUT OF PROPERTY

- 42.1 Subject to clause 42.2 the purchaser cannot make a claim, delay completion, rescind or terminate because of:
- (a) any difference between the area of the Property specified on the Floor Plan and the area of the same part of the Property as shown on the Strata Plan; and
 - (b) any difference between home unit which forms part of the Property as shown on the Floor Plans and the home unit which forms part of the Property as actually constructed, including a difference in the layout of the interior of the home unit.
- 42.2 If there is a difference which detrimentally affects the Property to a substantial extent, the Purchaser can rescind.
- 42.3 If the Purchaser has a right to rescind under clause 42.2, clause 19 shall apply except that the purchaser must exercise the right within 7 days of the date when the vendor provides to the purchaser's solicitor a copy of the Strata Plan or serves notice of the difference whichever is the earlier.
- 42.4 For the purposes only of clauses 42.2 and 43.2 a difference in area shall be taken to detrimentally affect the Property to a substantial extent only if the area of the Property

as shown on the registered Strata Plan is less than 95% the area of the Property specified on the Draft Strata Plan.

43 PURCHASERS ACKNOWLEDGMENT

43.1 The purchaser acknowledges that the title to the land, Draft Strata Plan and/ or the proposed lot/ s may be affected or amended by any one or more of the following:-

- (a) minor redefinition of the boundaries of the land;
- (b) minor road re-alignment or dedication;
- (c) leases, easements or dedications relating to the provision of an electricity substation at or below ground level;
- (d) minor variation of the proposed boundaries between the lots and between lots and common property other than the lots hereby sold including those resulting from relocation of the external walls of the proposed improvements;
- (e) alteration to the lot numbers including car space numbers and position of car spaces; or
- (f) conversion of designated common property areas to storage space lots.

43.2 If the Strata Plan is affected or amended only as contemplated in this clause then the Strata Plan will be deemed to be substantially in the form of the Draft Strata Plan.

44. EASEMENTS ETC.

44.1 The purchaser acknowledges that it is aware of the possibility that as at the date of this contract;

- (a) there have not been created all the easements, leases, restrictions use and positive covenants;
- (b) there have not been entered into all agreements and arrangements; and

- (c) there have not been granted all the rights and privileges;

which it may be considered necessary or desirable for the Owners Corporation or vendor to create, enter into, grant or dedicate prior to completion.

- 44.2 The vendor must serve notice of any easement, restriction on use or positive covenant, being created or any lease, agreement or arrangement being entered into or made or any right or privilege being granted or any land being dedicated.
- 44.3 Subject to clause 44.4, the purchaser cannot make a claim, delay completion, rescind or terminate because of any easement, restriction on use or positive covenant, being created or any lease, agreement or arrangement being entered into or made or any right or privilege being granted or any land being dedicated.
- 44.4 If any easement, restriction on use or positive covenant is created, any agreement or arrangement entered into any right or privilege is granted or any land is dedicated which detrimentally affects the property to a substantial extent, the purchaser can rescind.

45. SELLING AND LEASING ACTIVITIES

- 45.1 Both before and after the completion date and until the Vendor completes the sale of all lots in the Strata Scheme, the purchaser acknowledges that the vendor and persons authorised by the vendor may;
 - (a) conduct selling and leasing activities in the Building (but not in the Property);
 - (b) place and maintain in, on and about the Building (but not in the Property) signs in connection with those selling and leasing activities; and
 - (c) place and maintain in, on and about the Building (but not the Property) offices and other facilities for sales persons.
- 45.2 The purchaser must vote against any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation the passing of which would curtail or inhibit the rights of the vendor referred to in clause 45.1

46. COMPLETION

Completion of this contract shall take place on the date which is the later of:

- (a) **42 days** from the date of this contract; and
- (b) **21 days** after service of the notice of the registration of the Strata Plan as referred to in clause 28.4

47. NOTICE TO COMPLETE

- 47.1 If a party serves a notice to complete pursuant to clause 15 specifying a period of 14 days making time of the essence the other party cannot object to the sufficiency of the 14 days allowed to complete or the making of time of the essence.

48. INTEREST FOR LATE COMPLETION

- 48.1 If completion is not effected by the Purchaser on or before the completion date then the purchaser must on the actual completion date pay to the vendor in addition to the balance of the purchase price, interest at the rate of **8% per annum** on the **balance of the purchase price** calculated from the completion date up to and including the actual date of completion.

49. DISPUTE RESOLUTION

- 49.1 If a disagreement arises in connection with any matter referred to in this contract (not being a claim) then:
- (a) the purchaser cannot delay completion of, rescind or terminate this contract;
 - (b) either party may refer the disagreement to an Arbitrator within 1 month after the completion date; and
 - (c) the decision of the Arbitrator will be final and binding on the vendor and the purchaser and the cost of that arbitrator must be borne by the party against whom the Arbitrator's decision is made or if there is not such party then by the party or parties who the Arbitrator determines is or are to bear the costs.

50. DRAINAGE DIAGRAM

- 50.1 The purchaser acknowledges that at the date of this Contract a diagram for the Land from the appropriate sewerage authority may not be available. The Vendor warrants that all water, sewerage and drainage work has been or will be carried out at all times with the approval of Sydney Water and this warranty shall not merge on completion.

51. COUNCIL AND WATER RATES AND LAND TAX

If at completion no separate assessments for Council rates and/or Water rates and/or Land Tax in respect of the individual units have issued, the following figures for each individual unit will be used for the basis of adjustments at completion

- (a) Council Rates \$1300 per annum
- (b) Water rates \$150 per quarter
- (c) Land Tax \$1000 per annum

52 TAX FILE NUMBERS

In order to comply with the provisions of the Taxation Laws Amendment (Tax File Number)_Act No 92 of 1988 , it is an essential term of this agreement that the vendor and purchaser are to provide their taxation file numbers to the depositholder on or before exchange, if the deposit is to be invested

53 GUARANTEE WHERE PURCHASER A PROPRIETARY COMPANY

1. This condition applies if the purchaser is a proprietary company.
2. For the purposes of this agreement, 'covenantor' means the directors and those holding shares in the capital of the purchaser. The obligations of those who comprise the covenantor will be joint and several.
3. In consideration of the vendor at the request of the covenantor entering into this agreement, the covenantor:
 - (a) covenants with the vendor that the covenantor will be with the purchaser jointly and severally liable to the vendor for the due performance of all the terms and conditions on the part of the purchaser contained in this agreement; and
 - (b) guarantees to the vendor the punctual payment of all money payable by the purchaser under this agreement and the performance of the terms and conditions of this agreement.
4. If for any reason this agreement is not enforceable by the vendor against the purchaser in whole or in part, the covenantor will indemnify the vendor against all loss, including all money which would have been payable by or recoverable from the purchaser had this agreement been enforceable against the purchaser.

54 DEPOSIT GUARANTEE BOND —

- (a) 'Bond' means the deposit guarantee bond for an equivalent sum of 10% of the purchase price to be given to the vendor by the issuer of the bond.
- (b) Instead of paying the deposit as required by clause 2 of this contract, the purchaser may deliver to the vendor on or before the date of entry into the contract the bond.
- (c) On completion of the contract, the purchaser must pay the amount of the deposit to the vendor by unendorsed bank cheque.
- (d) If the vendor terminates the contract for the default of the purchaser in circumstances where, had the deposit been paid, the vendor could have forfeited it, then the vendor may give written notice to the purchaser requiring immediate payment of the amount of the deposit.
- (e) If the purchaser fails to comply with paras (c) or (d), the purchaser will immediately and without notice be in breach of an essential term of this contract, and the vendor may thereupon demand payment from the guarantor of the amount stipulated in the bond.

THE PRINTED CLAUSES OF THE CONTRACT ARE AMENDED AS FOLLOWS

55

- 54.1 Clause 7.1.1 is deleted
- 54.2 Clause 16.5 Delete “ plus another 20% of that fee”
- 54.3 Clause 28.2 is amended by deleting ‘within 6 months after the contract date’ and inserting ‘**by no later than 30 September 2021**’

56 REQUISITIONS ON TITLE

Requisitions may only be served as per form attached.

57.Certificate of Insurance

- 55.1 The Home Building Act requires residential building work to be insured
- 55.2 A certificate of insurance in respect of any residential building work that is to be done in respect of the Building is to be annexed to this contract. If not annexed at the time of exchange, the Vendor undertakes to provide a copy of the insurance once available and the purchaser shall not be required to complete this contract until the certificate of insurance is available.

58 STATE ENVIRONMENT PLANNING POLICY (HOUSING FOR SENIORS OR PEOPLE WITH A DISABILITY) 2004

The Vendor discloses that the construction of the development is subject to approval under State Environment Planning Policy (Housing for Seniors or People with a disability) 2004 which provides for the following:

- 1) Council may grant consent to a development subject to a condition that the housing is occupied by:
 - a) Seniors or people who have a disability,
 - b) People who live within the same household with seniors or people who have a disability,
 - c) Staff employed to assist in the administration of and provision of services to housing provided under this policy
- 2) Council may require that a Restriction as to User be registered against the title of the property, pursuant to section 88E of the Conveyancing Act 1919, limiting the use of any accommodations to which the application relates to the kinds of people referred to in subclause (1) above.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: Unit
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 (tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (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 and recorded as the owner of the Property on the strata roll, free from all other interests.
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 together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (NSW) (Act)*.
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 Properties 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. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
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. In respect of the Property and the common property:
 - (a) Have the provisions of the *Local Government Act (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 Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
 - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
 - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
19. In relation to any swimming pool on the Property or the common property:
- (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 of 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.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

Affectations, notices and claims

21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (iv) any realignment or proposed realignment of any road adjoining them?

- (v) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

Applications, Orders etc

22. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
23. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
24. Are there any:
- (a) orders of the Tribunal;
 - (b) notices of or investigations by the Owners Corporation;
 - (c) notices or orders issued by any Court; or
 - (d) notices or orders issued by the Council or any public authority or water authority, affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
25. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
26. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
27. Has any proposal been given by any person or entity to the Owners Corporation for:
- (a) a collective sale of the strata scheme; or
 - (b) a redevelopment of the strata scheme?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

28. Has the initial period expired?
29. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
30. If the Property includes a utility lot, please specify the restrictions.
31. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
32. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
 - (b) when does the term of each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.
33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
34. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
35. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
36. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
37. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date? If so, please provide particulars.
38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
39. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
40. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
41. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
 - (b) fire safety;
 - (c) occupational health and safety;
 - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;
 - (e) the preparation and review of the 10 year plan for the capital works fund; and
 - (f) repair and maintenance.
42. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
43. Has an internal dispute resolution process been established? If so, what are its terms?
44. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

45. 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

46. 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.
47. 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.
48. 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.
49. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
50. The purchaser reserves the right to make further requisitions prior to completion.
51. 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.

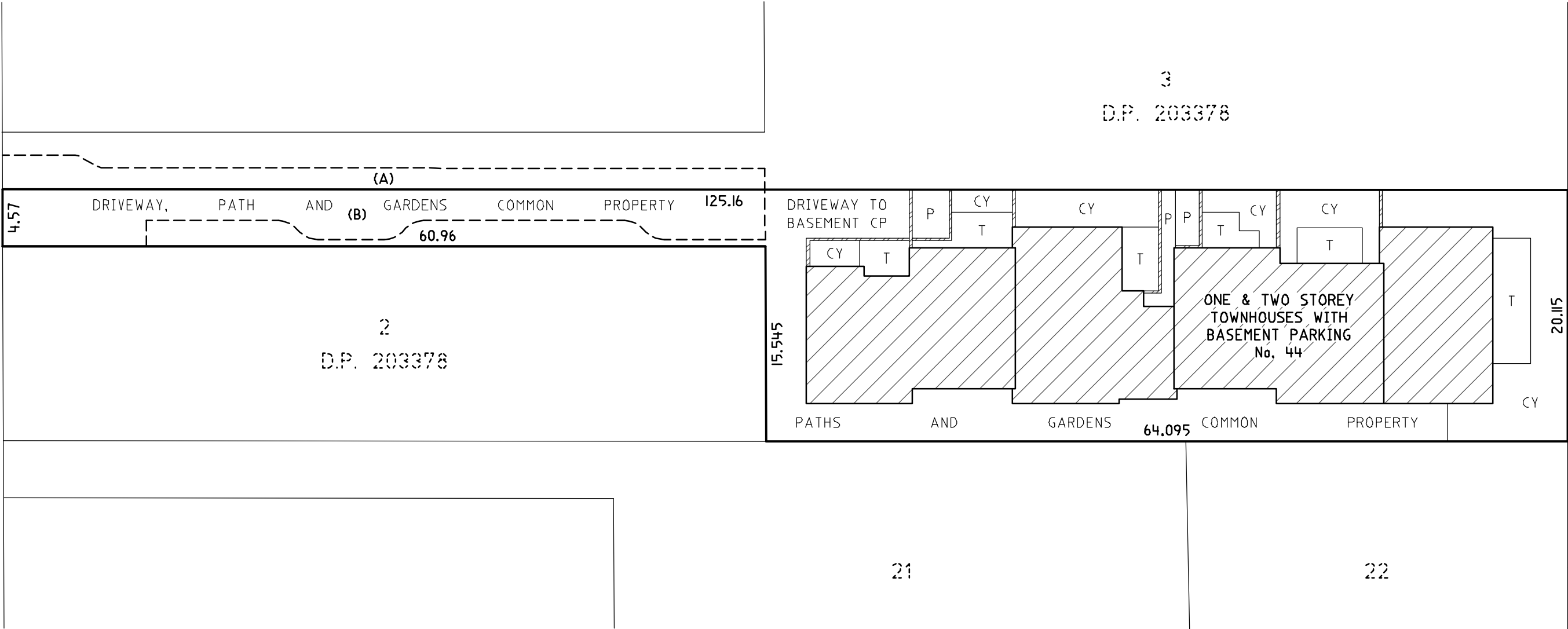
DRAFT STRATA PLAN

LOCATION PLAN



ROSE AVENUE

ROSE AVENUE



NOTES:

- P - DENOTES PLANTER
- T - DENOTES TERRACE
- CP - DENOTES COMMON PROPERTY
- CY - DENOTES COURTYARD

- (A) RIGHT OF CARRIAGEWAY 1.7 WIDE & VARIABLE WIDTH (D.P.)
- (B) RIGHT OF CARRIAGEWAY 2.5 WIDE & VARIABLE WIDTH (D.P.)

THIS PLAN IS PREPARED FROM ARCHITECTURAL DRAWINGS BY BARRY RUSH & ASSOCIATES PTY LTD JOB No. 1704 DRAWING No. A05 & A06 DATED 18/01/2019 MINOR CHANGES MAY OCCUR DURING CONSTRUCTION. DIMENSIONS AND AREAS ARE APPROXIMATE AND SUBJECT TO FINAL SURVEY. THE PLAN IS A DRAFT ONLY AND IS NOT CHECKED OR REGISTERED BY THE LAND TITLES OFFICE. ALTERATIONS MAY BE REQUIRED PRIOR TO ITS ACCEPTANCE AND REGISTRATION.

SURVEYOR
Name: COPLAND C. LETHBRIDGE
Date:
Reference: 20310 SP

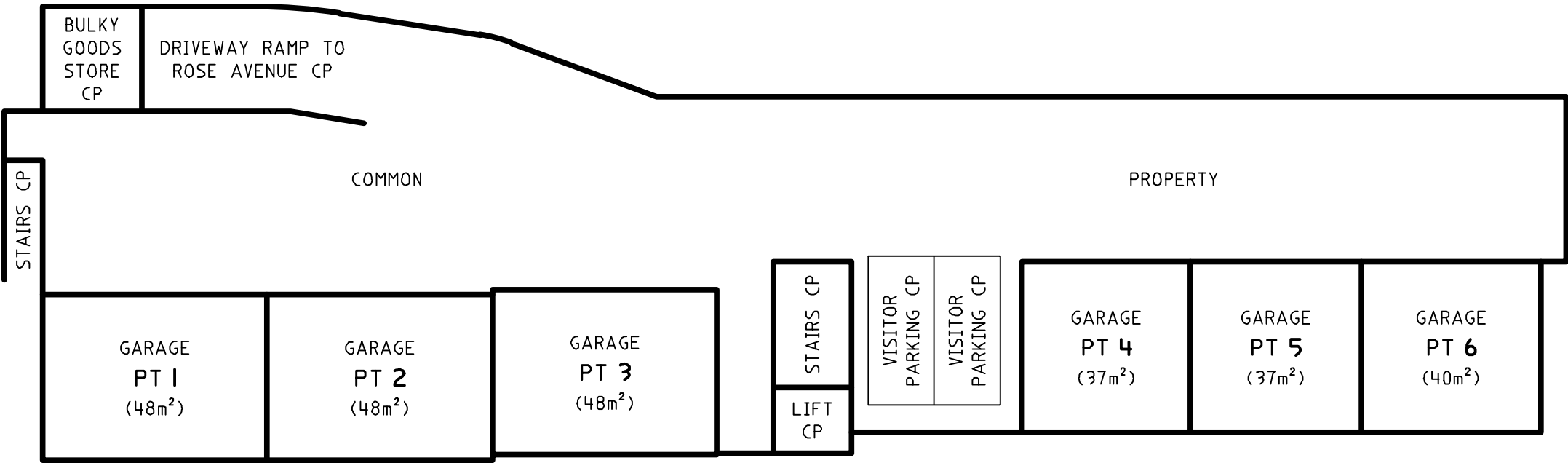
PLAN OF SUBDIVISION OF LOT 1
IN D.P.

L.G.A: NORTHERN BEACHES
Locality: WHEELER HEIGHTS
Reduction Ratio: 1:350
Lengths are in metres

REGISTERED

DRAFT
25/01/2019

BASEMENT



THIS PLAN IS PREPARED FROM ARCHITECTURAL DRAWINGS BY BARRY RUSH & ASSOCIATES PTY LTD JOB No. 1704 DRAWING No. A04 DATED 18/01/2019 MINOR CHANGES MAY OCCUR DURING CONSTRUCTION. DIMENSIONS AND AREAS ARE APPROXIMATE AND SUBJECT TO FINAL SURVEY. THE PLAN IS A DRAFT ONLY AND IS NOT CHECKED OR REGISTERED BY THE LAND TITLES OFFICE. ALTERATIONS MAY BE REQUIRED PRIOR TO ITS ACCEPTANCE AND REGISTRATION.

NOTES:
CP - DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE APPROXIMATE

SURVEYOR
Name: COPLAND C. LETHBRIDGE
Date:
Reference: 20310 SP

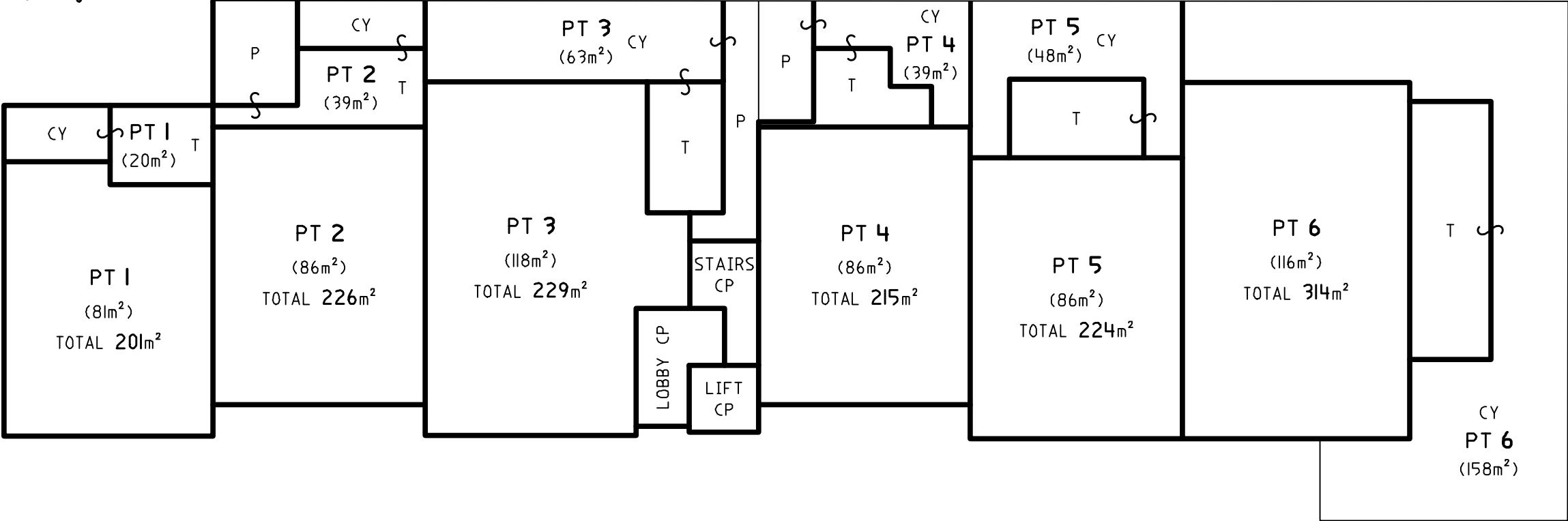
PLAN OF SUBDIVISION OF LOT 1
IN D.P.

L.G.A: NORTHERN BEACHES
Locality: WHEELER HEIGHTS
Reduction Ratio: 1:200
Lengths are in metres

REGISTERED

DRAFT
25/01/2019

GROUND FLOOR



NOTES:

P - DENOTES PLANTER
T - DENOTES TERRACE
CP - DENOTES COMMON PROPERTY
CY - DENOTES COURTYARD

TERRACES & PLANTERS ARE LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMIT.

COURTYARDS ARE LIMITED IN DEPTH TO 1 METRE BELOW & IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THE GROUND FLOOR OF ITS RESPECTIVE ADJOINING UNIT EXCEPT WHERE COVERED WITHIN THIS LIMIT OR WHERE LIMITED BY THE UPPER SURFACE OF THE BASEMENT CAR PARK SLAB BELOW.

ALL METAL PERGOLAS, METAL & GLASS BALUSTRADES, METAL AWNINGS & METAL SCREENS ON TERRACES ARE COMMON PROPERTY.

FIRST FLOOR



THIS PLAN IS PREPARED FROM ARCHITECTURAL DRAWINGS BY BARRY RUSH & ASSOCIATES PTY LTD JOB No. 1704 DRAWING No. A05 & A06 DATED 18/01/2019 MINOR CHANGES MAY OCCUR DURING CONSTRUCTION. DIMENSIONS AND AREAS ARE APPROXIMATE AND SUBJECT TO FINAL SURVEY. THE PLAN IS A DRAFT ONLY AND IS NOT CHECKED OR REGISTERED BY THE LAND TITLES OFFICE. ALTERATIONS MAY BE REQUIRED PRIOR TO ITS ACCEPTANCE AND REGISTRATION.

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY AND ARE APPROXIMATE

SURVEYOR
Name: COPLAND C. LETHBRIDGE
Date:
Reference: 20310 SP

PLAN OF SUBDIVISION OF LOT 1
IN D.P.

L.G.A: NORTHERN BEACHES
Locality: WHEELER HEIGHTS
Reduction Ratio: 1:200
Lengths are in metres

REGISTERED

DRAFT
25/01/2019

MODEL BY- LAWS

Strata Schemes Management Regulation 2016

Current version for 27 June 2017 to date (accessed 12 September 2017 at 08:09)

Schedule 3

Schedule 3 Model by-laws for residential strata schemes

(Clause 37)

Note. These by-laws do not apply to a strata scheme unless they are adopted by the owners corporation for the strata scheme or lodged with the strata plan.

1 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

2 Changes to common property

- (1) An owner or person authorised by an owner may install, without the consent of the owners corporation:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.
- (2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) The owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

3 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

4 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

5 Keeping of animals

Note. Select option A or B. If no option is selected, option A will apply.

Option A

- (1) An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.

- (2) The notice must be given not later than 14 days after the animal commences to be kept on the lot.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

Option B

- (1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
- (4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

6 Noise

An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

7 Behaviour of owners, occupiers and invitees

- (1) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
 - (a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and
 - (b) without limiting paragraph (a), that invitees comply with clause (1).

8 Children playing on common property

- (1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.
- (2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

9 Smoke penetration

Note. Select option A or B. If no option is selected, option A will apply.

Option A

- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.

- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

Option B

- (1) An owner or occupier of a lot, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property, except:
 - (a) in an area designated as a smoking area by the owners corporation, or
 - (b) with the written approval of the owners corporation.
- (2) A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.
- (3) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

10 Preservation of fire safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

11 Storage of inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

12 Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

13 Cleaning windows and doors

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

14 Hanging out of washing

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.
- (3) In this by-law:

washing includes any clothing, towel, bedding or other article of a similar type.

^

15 Disposal of waste—bins for individual lots [applicable where individual lots have bins]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.
- (5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
- (6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.
- (7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- (8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (9) In this by-law:

bin includes any receptacle for waste.

waste includes garbage and recyclable material.

16 Disposal of waste—shared bins [applicable where bins are shared by lots]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (5) In this by-law:

bin includes any receptacle for waste.

waste includes garbage and recyclable material.

17 Change in use or occupation of lot to be notified

- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.[^]
- (2) Without limiting clause (1), the following changes of use must be notified:

- (a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
 - (b) a change to the use of a lot for short-term or holiday letting.
- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

18 Compliance with planning and other requirements

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.



SCHEDULE

OF

FINISHES

Exterior Features

Walls	Rendered masonry (cement/acrylic), metal (TBA)
Roof, fascia & guttering	Colorbond/other metal cladding
Windows & sliding doors	Aluminium, flyscreens & security locks, keyed alike
Garage	Main - colorbond panel lift with 2 remotes
	Individual garages - colorbond, 2 remotes each door
Balconies & porches	Tiled with frameless glass balustrades (as appropriate)
Courtyards	Landscaped
Fencing	Masonry/stone/timber panelling (TBA)
Driveway	Coloured
Letter boxes	Keyed, located adjacent to entrance

Interior Features

Floors	ceramic tiles/timber floating floors (TBA)
Bedroom floors	wool blend carpet
Bathroom walls	tiles floor to ceiling
Floor heating	Bathrooms
Walls	Masonry & plasterboard cladded
Ceilings	Painted plasterboard
Cornice	Shadow line (P50)
Wardrobes	Built ins
Linen cupboard	White/poly/built ins
Gas	to cook top, bayonet on porch (TBA) gas instantaneous hot water service

Kitchen

Benchtop

caesarstone 40mm & waterfall ends (light colour TBA))
soft close & quality fittings

Drawers

Poly. matt finish

Handles

shark nose

Splashback

Caesarstone

Sink

recessed double bowl

Tapware

Parisi or equivalent

Dishwasher

Miele or equivalent

Cooktop

Miele or equivalent

Oven

Miele or equivalent

Rangehood

Miele or equivalent

Microwave

Miele or equivalent

Bathroom & Ensuite

Vanity Bench tops

20mm caesarstone built in to match kitchens

Vanity basins

ceramic

Vanity cupboards

poly. Matt finish to match kitchens

Mirrors

to all bathrooms & ensuites

Handles

Shark nose

Bath

Rectangular 1700mm or as appropriate

Shower screens

frameless glass

Accessories

Towel rails, soap holder, toilet roll holder, shower shelf

Toilet suite

Parisi or equivalent

Tiles

Walls - ceramic floor to ceiling, light colour

Laundry

Bench
Cupboard
Handles
Tapware
Tiles
Tub
20mm Caesarstone to match kitchen
poly. matt
Shark nose
Parisi TBA
Over tub and 100mm skirting
TBA

Doors

Front door to building
Front door to units
Internal
Wardrobes
Hnadles
Glass/timber panel security door TBA
Fire doors as per requirements
Solid core painted doors to all rooms (accessible as required)
Built in slinging/opening (TBA)
Lever (TBA)

Electrical

Lights
Garage
Exhaust fans
TV points
Telephone ponts
Foxtel
TV antenna
down lights to all rooms unless other specified
2 fluorescent lights
all bathrooms ducted externally
2 to living/dining, 2 to bed 1, other (TBA)
2 to kitchen/living/dining, 2 to bed 1
connected to living, bed 1, others TBA
common aerial attached to roof

Safety

Smoke detectors

installed in accordance with Australian Standards, minimum 1 per unit

Circuit breakers

installed in accordance with Australian Standards

Dead locks to all external openings

Glass

safety glass installed to all shower screens and windows and doors as appropriate

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 4/203378

SEARCH DATE	TIME	EDITION NO	DATE
16/8/2017	9:05 AM	6	22/10/2016

LAND

LOT 4 IN DEPOSITED PLAN 203378
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP203378

FIRST SCHEDULE

BAYVIEW LINKS PTY LIMITED (T AK861879)

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 B980552 COVENANT
- 3 K244317 COVENANT
- 4 K244317 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PIECE OF LAND SHOWN AS RIGHT OF WAY 15' WIDE WITHIN LOT 3 IN DP203378
- 5 K244317 RIGHT OF CARRIAGEWAY AFFECTING THAT PART OF THE LAND WITHIN DESCRIBED SHOWN AS RIGHT OF WAY 15' WIDE IN DP203378
- 6 AK861880 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

016048

PRINTED ON 16/8/2017



FOLIO: 4/26532A

SEARCH DATE	TIME	EDITION NO	DATE
26/9/2018	1:56 PM	2	2/2/2017

SUB FOLIO

LAND

45/100 SHARE IN LOT 4 IN DEPOSITED PLAN 26532
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP26532

FIRST SCHEDULE

GEOFFREY RONALD HARPER

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 G466232 COVENANT
- 3 G466232 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART OF LOT 3 IN DP26532 SHOWN SO BURDENED IN THE PLAN WITH G466232
- 4 G466232 RIGHT OF CARRIAGEWAY AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN THE PLAN WITH G466232
- 5 DP1045668 EASEMENT TO DRAIN WATER 1 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1045668
- 6 AM24047 EASEMENT FOR DRAINAGE OF STORMWATER 1 WIDE AFFECTING THE PART DESIGNATED (A) IN PLAN WITH AM24047
- 7 AM24048 EASEMENT FOR DRAINAGE OF STORMWATER 1 WIDE AFFECTING THE PART DESIGNATED (A) IN PLAN WITH AM24048

NOTATIONS

UNREGISTERED DEALINGS: PP DP1243708 PP SP97755.

*** END OF SEARCH ***

015514

PRINTED ON 26/9/2018



LAND
REGISTRY
SERVICES

Title Search

InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 4/26532B

SEARCH DATE	TIME	EDITION NO	DATE
26/9/2018	1:57 PM	2	2/2/2017

SUB FOLIO

LAND

55/100 SHARE IN LOT 4 IN DEPOSITED PLAN 26532
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP26532

FIRST SCHEDULE

JANET ANN HARPER

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 G466232 COVENANT
- 3 G466232 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART OF LOT 3 IN DP26532 SHOWN SO BURDENED IN THE PLAN WITH G466232
- 4 G466232 RIGHT OF CARRIAGEWAY AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN THE PLAN WITH G466232
- 5 DP1045668 EASEMENT TO DRAIN WATER 1 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1045668
- 6 AM24047 EASEMENT FOR DRAINAGE OF STORMWATER 1 WIDE AFFECTING THE PART DESIGNATED (A) IN PLAN WITH AM24047
- 7 AM24048 EASEMENT FOR DRAINAGE OF STORMWATER 1 WIDE AFFECTING THE PART DESIGNATED (A) IN PLAN WITH AM24048

NOTATIONS

UNREGISTERED DEALINGS: PP DP1243708 PP SP97755.

*** END OF SEARCH ***

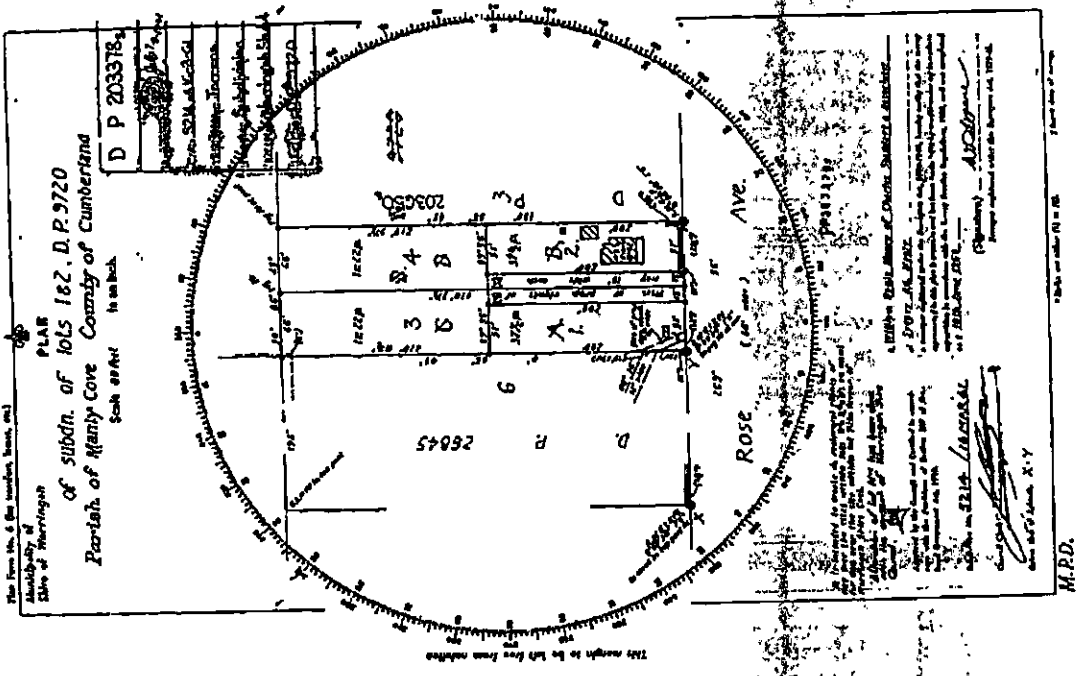
015514

PRINTED ON 26/9/2018

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

DP203378

DP203378



CONVERSION TABLE ADDED BY
LEGISLATIVE COUNCIL'S DEPARTMENT
OF 803378

FEET	INCHES	METRES
1	1/4	0.019
2	1/2	0.038
3	3/4	0.057
4	1	0.076
5	1 1/4	0.095
6	1 1/2	0.114
7	1 3/4	0.133
8	2	0.152
9	2 1/4	0.171
10	2 1/2	0.190
11	2 3/4	0.209
12	3	0.228
13	3 1/4	0.247
14	3 1/2	0.266
15	3 3/4	0.285
16	4	0.305
17	4 1/4	0.324
18	4 1/2	0.343
19	4 3/4	0.362
20	5	0.381
21	5 1/4	0.400
22	5 1/2	0.419
23	5 3/4	0.438
24	6	0.457
25	6 1/4	0.476
26	6 1/2	0.495
27	6 3/4	0.514
28	7	0.533
29	7 1/4	0.552
30	7 1/2	0.571
31	7 3/4	0.590
32	8	0.609
33	8 1/4	0.628
34	8 1/2	0.647
35	8 3/4	0.666
36	9	0.685
37	9 1/4	0.704
38	9 1/2	0.723
39	9 3/4	0.742
40	10	0.762
41	10 1/4	0.781
42	10 1/2	0.800
43	10 3/4	0.819
44	11	0.838
45	11 1/4	0.857
46	11 1/2	0.876
47	11 3/4	0.895
48	12	0.914
49	12 1/4	0.933
50	12 1/2	0.952
51	12 3/4	0.971
52	13	0.990
53	13 1/4	1.009
54	13 1/2	1.028
55	13 3/4	1.047
56	14	1.066
57	14 1/4	1.085
58	14 1/2	1.104
59	14 3/4	1.123
60	15	1.142
61	15 1/4	1.161
62	15 1/2	1.180
63	15 3/4	1.199
64	16	1.218
65	16 1/4	1.237
66	16 1/2	1.256
67	16 3/4	1.275
68	17	1.294
69	17 1/4	1.313
70	17 1/2	1.332
71	17 3/4	1.351
72	18	1.370
73	18 1/4	1.389
74	18 1/2	1.408
75	18 3/4	1.427
76	19	1.446
77	19 1/4	1.465
78	19 1/2	1.484
79	19 3/4	1.503
80	20	1.522
81	20 1/4	1.541
82	20 1/2	1.560
83	20 3/4	1.579
84	21	1.598
85	21 1/4	1.617
86	21 1/2	1.636
87	21 3/4	1.655
88	22	1.674
89	22 1/4	1.693
90	22 1/2	1.712
91	22 3/4	1.731
92	23	1.750
93	23 1/4	1.769
94	23 1/2	1.788
95	23 3/4	1.807
96	24	1.826
97	24 1/4	1.845
98	24 1/2	1.864
99	24 3/4	1.883
100	25	1.902
101	25 1/4	1.921
102	25 1/2	1.940
103	25 3/4	1.959
104	26	1.978
105	26 1/4	1.997
106	26 1/2	2.016
107	26 3/4	2.035
108	27	2.054
109	27 1/4	2.073
110	27 1/2	2.092
111	27 3/4	2.111
112	28	2.130
113	28 1/4	2.149
114	28 1/2	2.168
115	28 3/4	2.187
116	29	2.206
117	29 1/4	2.225
118	29 1/2	2.244
119	29 3/4	2.263
120	30	2.282
121	30 1/4	2.301
122	30 1/2	2.320
123	30 3/4	2.339
124	31	2.358
125	31 1/4	2.377
126	31 1/2	2.396
127	31 3/4	2.415
128	32	2.434
129	32 1/4	2.453
130	32 1/2	2.472
131	32 3/4	2.491
132	33	2.510
133	33 1/4	2.529
134	33 1/2	2.548
135	33 3/4	2.567
136	34	2.586
137	34 1/4	2.605
138	34 1/2	2.624
139	34 3/4	2.643
140	35	2.662
141	35 1/4	2.681
142	35 1/2	2.700
143	35 3/4	2.719
144	36	2.738
145	36 1/4	2.757
146	36 1/2	2.776
147	36 3/4	2.795
148	37	2.814
149	37 1/4	2.833
150	37 1/2	2.852
151	37 3/4	2.871
152	38	2.890
153	38 1/4	2.909
154	38 1/2	2.928
155	38 3/4	2.947
156	39	2.966
157	39 1/4	2.985
158	39 1/2	3.004
159	39 3/4	3.023
160	40	3.042
161	40 1/4	3.061
162	40 1/2	3.080
163	40 3/4	3.099
164	41	3.118
165	41 1/4	3.137
166	41 1/2	3.156
167	41 3/4	3.175
168	42	3.194
169	42 1/4	3.213
170	42 1/2	3.232
171	42 3/4	3.251
172	43	3.270
173	43 1/4	3.289
174	43 1/2	3.308
175	43 3/4	3.327
176	44	3.346
177	44 1/4	3.365
178	44 1/2	3.384
179	44 3/4	3.403
180	45	3.422
181	45 1/4	3.441
182	45 1/2	3.460
183	45 3/4	3.479
184	46	3.498
185	46 1/4	3.517
186	46 1/2	3.536
187	46 3/4	3.555
188	47	3.574
189	47 1/4	3.593
190	47 1/2	3.612
191	47 3/4	3.631
192	48	3.650
193	48 1/4	3.669
194	48 1/2	3.688
195	48 3/4	3.707
196	49	3.726
197	49 1/4	3.745
198	49 1/2	3.764
199	49 3/4	3.783
200	50	3.802
201	50 1/4	3.821
202	50 1/2	3.840
203	50 3/4	3.859
204	51	3.878
205	51 1/4	3.897
206	51 1/2	3.916
207	51 3/4	3.935
208	52	3.954
209	52 1/4	3.973
210	52 1/2	3.992
211	52 3/4	4.011
212	53	4.030
213	53 1/4	4.049
214	53 1/2	4.068
215	53 3/4	4.087
216	54	4.106
217	54 1/4	4.125
218	54 1/2	4.144
219	54 3/4	4.163
220	55	4.182
221	55 1/4	4.201
222	55 1/2	4.220
223	55 3/4	4.239
224	56	4.258
225	56 1/4	4.277
226	56 1/2	4.296
227	56 3/4	4.315
228	57	4.334
229	57 1/4	4.353
230	57 1/2	4.372
231	57 3/4	4.391
232	58	4.410
233	58 1/4	4.429
234	58 1/2	4.448
235	58 3/4	4.467
236	59	4.486
237	59 1/4	4.505
238	59 1/2	4.524
239	59 3/4	4.543
240	60	4.562
241	60 1/4	4.581
242	60 1/2	4.600
243	60 3/4	4.619
244	61	4.638
245	61 1/4	4.657
246	61 1/2	4.676
247	61 3/4	4.695
248	62	4.714
249	62 1/4	4.733
250	62 1/2	4.752
251	62 3/4	4.771
252	63	4.790
253	63 1/4	4.809
254	63 1/2	4.828
255	63 3/4	4.847
256	64	4.866
257	64 1/4	4.885
258	64 1/2	4.904
259	64 3/4	4.923
260	65	4.942
261	65 1/4	4.961
262	65 1/2	4.980
263	65 3/4	5.000
264	66	5.019
265	66 1/4	5.038
266	66 1/2	5.057
267	66 3/4	5.076
268	67	5.095
269	67 1/4	5.114
270	67 1/2	5.133
271	67 3/4	5.152
272	68	5.171
273	68 1/4	5.190
274	68 1/2	5.209
275	68 3/4	5.228
276	69	5.247
277	69 1/4	5.266
278	69 1/2	5.285
279	69 3/4	5.304
280	70	5.323
281	70 1/4	5.342
282	70 1/2	5.361
283	70 3/4	5.380
284	71	5.399
285	71 1/4	5.418
286	71 1/2	5.437
287	71 3/4	5.456
288	72	5.475
289	72 1/4	5.494
290	72 1/2	5.513
291	72 3/4	5.532
292	73	5.551
293	73 1/4	5.570
294	73 1/2	5.589
295	73 3/4	5.608
296	74	5.627
297	74 1/4	5.646
298	74 1/2	5.665
299	74 3/4	5.684
300	75	5.703
301	75 1/4	5.722
302	75 1/2	5.741
303	75 3/4	5.760
304	76	5.779
305	76 1/4	5.798
306	76 1/2	5.817
307	76 3/4	5.836
308	77	5.855
309	77 1/4	5.874
310	77 1/2	5.893
311	77 3/4	5.912
312	78	5.931
313	78 1/4	5.950
314	78 1/2	5.969
315	78 3/4	5.988
316	79	6.007
317	79 1/4	6.026
318	79 1/2	6.045
319	79 3/4	6.064
320	80	6.083
321	80 1/4	6.102
322	80 1/2	6.121
323	80 3/4	6.140
324	81	6.159
325	81 1/4	6.178
326	81 1/2	6.197
327	81 3/4	6.216
328	82	6.235
329	82 1/4	6.254
330	82 1/2	6.273
331	82 3/4	6.292
332	83	6.311
333	83 1/4	6.330
334	83 1/2	6.349
335	83 3/4	6.368
336	84	6.387
337	84 1/4	6.406
338	84 1/2	6.425
339	84 3/4	6.444
340	85	6.463
341	85 1/4	6.482
342	85 1/2	6.501
343	85 3/4	6.520
344	86	6.539
345	86 1/4	6.558
346	86 1/2	6.577
347	86 3/4	6.596
348	87	6.615
349	87 1/4	6.634
350	87 1/2	6.653
351	87 3/4	6.672
352	88	6.691
353	88 1/4	6.710
354	88 1/2	6.729
355	88 3/4	6.748
356	89	6.767
357	89 1/4	6.786
358	89 1/2	6.805
359	89 3/4	6.824
360	90	6.843
361	90 1/4	6.862
362	90 1/2	6.881
363	90 3/4	6.900
364	91	6.919
365	91 1/4	6.938
366	91 1/2	6.957
367	91 3/4	6.976
368	92	6.995
369	92 1/4	7.014
370	92 1/2	7.033
371	92 3/4	7.052
372	93	7.071
373	93 1/4	7.090
374	93 1/2	7.109
375	93 3/4	7.128
376	94	7.147
377	94 1/4	7.166
378	94 1/2	7.185
379	94 3/4	7.204
380	95	7.223
381	95 1/4	7.242
382	95 1/2	7.261
383	95 3/4	7.280
384	96	7.299
385	96 1/4	7.318
386	96 1/2	7.337
387	96 3/4	7.356
388	97	7.375
389	97 1/4	7.394
390	97 1/2	7.413
391	97 3/4	7.43



(Trusts must not be disclosed in the transfer.)

If a lease exists, state the same, and indicate the required alteration.

If two or more states are made, state the same, and indicate the required alteration.

If all the references cannot conveniently be inserted, a table of contents (tabular at L.T.O.) may be added. Any reference must be signed by the parties and their signatures must be witnessed. These references will suffice if the whole land is the grant or certificate to be transferred. If part only and "and being lot and D.P." or "being the land shown in the plan annexed hereto" or "being the land shown in the plan annexed hereto" is used, the consent of the Local Council is required to a subdivision of the certificate and plan mentioned in the L.O. Act, 1924, should accompany the transfer.

State out if necessary. Covenants should comply with Section 10 of the Conveyancing Act, 1919. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants included by the Act may also be inserted.

A very short note will suffice.

If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferee is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the annexed form. As to instruments executed elsewhere, see page 2.

Repeat attestation if necessary.

If the Transferee or Transferee signs by a mark, the attesting agent states "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of such registration on page 1 of the L.O. Section 127 requires that the above Certificate be signed by Transferee or his solicitor, and reads any person signing or signing on behalf of a party to a conveyance should sign his own name and not that of the firm. No alterations should be made by anyone. The words referred should be crossed through with the pen, and those substituted written over in the margin, or noted in the attestation, written by signature or initials in the margin, or noted in the attestation.

R.P. 12 B980552
Sub South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)



N. S. W. REALTY CO. LIMITED

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of FOURTY-FIVE POUNDS (45.-.-) (the receipt whereof is hereby acknowledged) paid to it by MARY ANN MCINTOSH, wife of David McIntosh of Harbord, boiler maker.

do hereby transfer to the said transferee
All such its Estate and Interest in ALL THE land mentioned in the schedule following:-

County.	Part A.	State if Whole or Part, and being Lot, and being Deposited Plan	Area	Vol.	Page
Cumberland	Manly Cove	Part, and being Lots One and Two as shown on Deposited Plan 978	1.2236		55

	Initials	Date
Sent to Survey Branch ...	270	12-2-3
Received from Records ...	25	12-2-3
Draft written ...	270	12-5-10
Draft examined ...	270	12-5-10
Diagram prepared ...	270	12-5-10
Diagram examined ...	270	12-5-10
Draft forwarded ...	270	12-5-10
Supt. of Engineers ...	18	12-5-10
Cancellation Clerk ...	270	12-5-10
Vol. 4413 Fol. 171		
Diagram Fees ...		
Additional Folios		



No. 17

K 244317

D



R.P. 13A

Fees:—
Lodgment 5.00
Endorsement 1.00
Stamp 2.00
Total 8.00
9.50

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900)

I, WILFRED JOSEPH FISCHER-CRIPPS formerly of Drummoyne
but now of Collaroy Plateau, Industrial Chemist

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

(Trusts must not be disclosed in
the transfer.)

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

• If a joint estate, strike out "in
fee simple" and insert the
required alteration.

(herein called transferor)
being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject,
however, to such encumbrances, liens and interests as are noted hereunder, in consideration of
SIX THOUSAND SEVEN HUNDRED AND FIFTY POUNDS
(£6,750.0.0) (the receipt whereof is hereby acknowledged) paid to me by

MALCOLM CAMPBELL and EUNICE CAMPBELL

do hereby transfer to

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

<u>MALCOLM CAMPBELL</u> to be of 44 Rosa Avenue, Collaroy Plateau.
<u>Technical Manager and EUNICE CAMPBELL</u> his wife joint tenants
(herein called transferee)

• The description may refer to
the defined residue of the land
in a certificate of grant (e.g.
"And being residue after
transfer number 1") or may
refer to parcels shown in
Town or Parish Maps issued
by the Department of Lands
or shown in plans filed in the
Office of the Registrar General
(e.g. "and being Lot
section D.P.

Unless authorised by Reg. 31,
Conveyancing Act Regulations,
1961, a plan may not
be annexed to or endorsed on
this transfer form.

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

County	Parish	Reference to Title		Description of Land (if part only)
		Whole or Part	Vol.	
Cumberland	Manly Cove	Whole	9029	242
TOGETHER WITH a right of carriageway over that piece of land marked "site of proposed right-of-way 15 feet wide" situate within Lot 3 in Deposited Plan No. 203378s AND EXCEPTING THEREOUT for the benefit of the said Lot 3 right of carriageway over that piece of land marked "site of proposed right-of-way 15 feet wide" situate within the land the subject of this transfer that is to say Lot 4 in Deposited Plan No. 203378s				
TOGETHER WITH (as appurtenant to the land hereby transferred) a right of carriageway over that piece of land marked "site of proposed right-of-way 15 feet wide" situate within Lot 3 in Deposited Plan No. 203378s AND EXCEPTING THEREOUT AND RESERVING THEREOUT as appurtenant to the said Lot 3 right of carriageway over that piece of land marked "site of proposed right-of-way 15 feet wide" situate within the land the subject of this transfer that is to say Lot 4 in Deposited Plan No. 203378s				

5656 D

And the transferee covenant(e) with the transferor

And the Transferees for themselves and their successors in title covenant with the Transferor his executors administrators and assigns

- a). that no fences shall be erected on the common boundary between Lots 3 and 4 in Deposited Plan No. 203378s within a distance of 200 feet from the alignment of Rose Avenue, Collaroy Plateau and
- b). that no building shall be erected within a distance of 53 feet from the rear boundary of Lot 4 in Deposited Plan No. 203378s and
- c). that during the ownership by the Transferor his executors, administrators or assigns other than purchasers on sale of any land adjoining Lot 4 in Deposited Plan No. 203378s no fence shall be erected on the said Lot 4 to divide it from such adjoining land without the consent of the Transferor his executors administrators or assigns but such consent shall not be withheld if such fence is erected without expense to the Transferor his executors administrators or assigns and in favour of any person dealing with the transferee or their assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED THAT this clause (c) shall not be construed as allowing the erection of any fence prohibited by Clause (a) above.

Strike out if unnecessary, or suitably altered.

Any alterations are to be created or any exceptions to be made;

If the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919.

And for the purpose of Section 88b of the Conveyancing Act 1919-1943 IT IS HEREBY DECLARED as follows :-

- (1) The land to which the benefit of this Covenant is appurtenant is Lots 1, 2 and 3 in Deposited Plan No. 203378s.
- (2) The land subject to the burden of this Covenant is Lot 4 in Deposited Plan No. 203378s.
- (3) The terms of Clauses (a) and (b) of this Covenant may be released varied or modified by the said HILFRED JOSEPH FISCHER-CRIPPS or his executors administrators or assigns and the Council of the Shire of Warringham and the terms of Clause (c) of this Covenant may be released varied or modified by the said HILFRED JOSEPH FISCHER-CRIPPS or his executors administrators or assigns other than purchasers on sale as aforesaid.

ENCUMBRANCES, &c., REFERRED TO:

Reservations and conditions(if any) contained in Crown Grant Covenant in Transfer No. B980552

A very short note will suffice.

1116-3

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

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General, or Deputy Registrar General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affidavit as to each of the questions set out in Sec. 108 (1) (2) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—

(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Charge d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Charge d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Australian Official Secretary at the Australian Consulate's Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Office, London), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to each declaration), or such other person as the said Chief Justice may appoint.

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

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

Signed at

Signed in my presence by the transferor
WILFRED JOSEPH FISCHER-CRIPPS
WHO IS PERSONALLY KNOWN TO ME.

W. Fischer-Cripps
Attorney

the

27th day of January 1966.

W. Fischer-Cripps
Transferor.

Signed in my presence by the transferees
MALCOLM CAMPBELL and SONIC CAMPBELL
WHO IS PERSONALLY KNOWN TO ME.

Malcolm Campbell
Sonic Campbell

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

M. Campbell
S. Campbell
Transferee(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

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

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

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

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

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

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

No. **K-244317**

Lodged by

J. W. KENNY & JONES

Address

SOLICITORS

Phone No.

15 BRISTOL STREET, ST. ALBANS

PARTIAL DISCHARGE OF MORTGAGE

(N.B.—Before execution read marginal note.)

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

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

Dated at

this

day of

19

Signed in my presence by

who is personally known to me

Mortgagee.

DOCUMENTS LODGED HEREWITH
To be filled in by person lodging dealing

1. CIT 9020-202
2. Mortgage
3. _____
4. _____
5. _____
6. _____
7. _____

Received Docs.

No. 1

Receiving Clerk

M.C.P.

Indexed	MEMORANDUM OF TRANSFER <u>Subject to Covenant</u> <u>together with</u> <u>a Right of Carriageway</u>
Checked by	Particulars entered in Register Book <u>on 4.3.1966</u>
Passed (in S.D.B.) by	<u>2.3.66</u>
Signed by	<u>J. J. J.</u> Registrar General

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

EXTRA FEES
2.3.66
2.3.66
2.3.66

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

K 1145-2

1

CONVERSION TABLE ADDED IN
 REVISION 6/15/83 BY ANIMAT
 DP 34832

FEET	INCHES	METRES
1	12	0.3048
2	24	0.6096
3	36	0.9144
4	48	1.2192
5	60	1.5240
6	72	1.8288
7	84	2.1336
8	96	2.4384
9	108	2.7432
10	120	3.0480
11	132	3.3528
12	144	3.6576
13	156	3.9624
14	168	4.2672
15	180	4.5720
16	192	4.8768
17	204	5.1816
18	216	5.4864
19	228	5.7912
20	240	6.0960
21	252	6.4008
22	264	6.7056
23	276	7.0104
24	288	7.3152
25	300	7.6200
26	312	7.9248
27	324	8.2296
28	336	8.5344
29	348	8.8392
30	360	9.1440
31	372	9.4488
32	384	9.7536
33	396	10.0584
34	408	10.3632
35	420	10.6680
36	432	10.9728
37	444	11.2776
38	456	11.5824
39	468	11.8872
40	480	12.1920
41	492	12.4968
42	504	12.8016
43	516	13.1064
44	528	13.4112
45	540	13.7160
46	552	14.0208
47	564	14.3256
48	576	14.6304
49	588	14.9352
50	600	15.2400
51	612	15.5448
52	624	15.8496
53	636	16.1544
54	648	16.4592
55	660	16.7640
56	672	17.0688
57	684	17.3736
58	696	17.6784
59	708	17.9832
60	720	18.2880
61	732	18.5928
62	744	18.8976
63	756	19.2024
64	768	19.5072
65	780	19.8120
66	792	20.1168
67	804	20.4216
68	816	20.7264
69	828	21.0312
70	840	21.3360
71	852	21.6408
72	864	21.9456
73	876	22.2504
74	888	22.5552
75	900	22.8600
76	912	23.1648
77	924	23.4696
78	936	23.7744
79	948	24.0792
80	960	24.3840
81	972	24.6888
82	984	24.9936
83	996	25.2984
84	1008	25.6032
85	1020	25.9080
86	1032	26.2128
87	1044	26.5176
88	1056	26.8224
89	1068	27.1272
90	1080	27.4320
91	1092	27.7368
92	1104	28.0416
93	1116	28.3464
94	1128	28.6512
95	1140	28.9560
96	1152	29.2608
97	1164	29.5656
98	1176	29.8704
99	1188	30.1752
100	1200	30.4800
101	1212	30.7848
102	1224	31.0896
103	1236	31.3944
104	1248	31.6992
105	1260	32.0040
106	1272	32.3088
107	1284	32.6136
108	1296	32.9184
109	1308	33.2232
110	1320	33.5280
111	1332	33.8328
112	1344	34.1376
113	1356	34.4424
114	1368	34.7472
115	1380	35.0520
116	1392	35.3568
117	1404	35.6616
118	1416	35.9664
119	1428	36.2712
120	1440	36.5760
121	1452	36.8808
122	1464	37.1856
123	1476	37.4904
124	1488	37.7952
125	1500	38.1000
126	1512	38.4048
127	1524	38.7096
128	1536	39.0144
129	1548	39.3192
130	1560	39.6240
131	1572	39.9288
132	1584	40.2336
133	1596	40.5384
134	1608	40.8432
135	1620	41.1480
136	1632	41.4528
137	1644	41.7576
138	1656	42.0624
139	1668	42.3672
140	1680	42.6720
141	1692	42.9768
142	1704	43.2816
143	1716	43.5864
144	1728	43.8912
145	1740	44.1960
146	1752	44.5008
147	1764	44.8056
148	1776	45.1104
149	1788	45.4152
150	1800	45.7200
151	1812	46.0248
152	1824	46.3296
153	1836	46.6344
154	1848	46.9392
155	1860	47.2440
156	1872	47.5488
157	1884	47.8536
158	1896	48.1584
159	1908	48.4632
160	1920	48.7680
161	1932	49.0728
162	1944	49.3776
163	1956	49.6824
164	1968	49.9872
165	1980	50.2920
166	1992	50.5968
167	2004	50.9016
168	2016	51.2064
169	2028	51.5112
170	2040	51.8160
171	2052	52.1208
172	2064	52.4256
173	2076	52.7304
174	2088	53.0352
175	2100	53.3400
176	2112	53.6448
177	2124	53.9496
178	2136	54.2544
179	2148	54.5592
180	2160	54.8640
181	2172	55.1688
182	2184	55.4736
183	2196	55.7784
184	2208	56.0832
185	2220	56.3880
186	2232	56.6928
187	2244	56.9976
188	2256	57.3024
189	2268	57.6072
190	2280	57.9120
191	2292	58.2168
192	2304	58.5216
193	2316	58.8264
194	2328	59.1312
195	2340	59.4360
196	2352	59.7408
197	2364	60.0456
198	2376	60.3504
199	2388	60.6552
200	2400	60.9600
201	2412	61.2648
202	2424	61.5696
203	2436	61.8744
204	2448	62.1792
205	2460	62.4840
206	2472	62.7888
207	2484	63.0936
208	2496	63.3984
209	2508	63.7032
210	2520	64.0080
211	2532	64.3128
212	2544	64.6176
213	2556	64.9224
214	2568	65.2272
215	2580	65.5320
216	2592	65.8368
217	2604	66.1416
218	2616	66.4464
219	2628	66.7512
220	2640	67.0560
221	2652	67.3608
222	2664	67.6656
223	2676	67.9704
224	2688	68.2752
225	2700	68.5800
226	2712	68.8848
227	2724	69.1896
228	2736	69.4944
229	2748	69.7992
230	2760	70.1040
231	2772	70.4088
232	2784	70.7136
233	2796	71.0184
234	2808	71.3232
235	2820	71.6280
236	2832	71.9328
237	2844	72.2376
238	2856	72.5424
239	2868	72.8472
240	2880	73.1520
241	2892	73.4568
242	2904	73.7616
243	2916	74.0664
244	2928	74.3712
245	2940	74.6760
246	2952	74.9808
247	2964	75.2856
248	2976	75.5904
249	2988	75.8952
250	3000	76.2000
251	3012	76.5048
252	3024	76.8096
253	3036	77.1144
254	3048	77.4192
255	3060	77.7240
256	3072	78.0288
257	3084	78.3336
258	3096	78.6384
259	3108	78.9432
260	3120	79.2480
261	3132	79.5528
262	3144	79.8576
263	3156	80.1624
264	3168	80.4672
265	3180	80.7720
266	3192	81.0768
267	3204	81.3816
268	3216	81.6864
269	3228	81.9912
270	3240	82.2960
271	3252	82.6008
272	3264	82.9056
273	3276	83.2104
274	3288	83.5152
275	3300	83.8200
276	3312	84.1248
277	3324	84.4296
278	3336	84.7344
279	3348	85.0392
280	3360	85.3440
281	3372	85.6488
282	3384	85.9536
283	3396	86.2584
284	3408	86.5632
285	3420	86.8680
286	3432	87.1728
287	3444	87.4776
288	3456	87.7824
289	3468	88.0872
290	3480	88.3920
291	3492	88.6968
292	3504	89.0016
293	3516	89.3064
294	3528	89.6112
295	3540	89.9160
296	3552	90.2208
297	3564	90.5256
298	3576	90.8304
299	3588	91.1352
300	3600	91.4400
301	3612	91.7448
302	3624	92.0496
303	3636	92.3544
304	3648	92.6592
305	3660	92.9640
306	3672	93.2688
307	3684	93.5736
308	3696	93.8784
309	3708	94.1832
310	3720	94.4880
311	3732	94.7928
312	3744	95.0976
313	3756	95.4024
314	3768	95.7072
315	3780	96.0120
316	3792	96.3168
317	3804	96.6216
318	3816	96.9264
319	3828	97.2312
320	3840	97.5360
321	3852	97.8408
322	3864	98.1456
323	3876	98.4504
324	3888	98.7552
325	3900	99.0600
326	3912	99.3648
327	3924	99.6696
328	3936	99.9744
329	3948	100.2792
330	3960	100.5840
331	3972	100.8888
332	3984	101.1936
333	3996	101.4984
334	4008	101.8032
335	4020	102.1080
336	4032	102.4128
337	4044	102.7176
338	4056	103.0224
339	4068	103.3272
340	4080	103.6320
341	4092	103.9368
342	4104	104.2416
343	4116	104.5464
344	4128	104.8512
345	4140	105.1560
346	4152	105.4608
347	4164	105.7656
348	4176	106.0704
349	4188	106.3752
350	4200	106.6800
351	4212	106.9848
352	4224	10

"A"

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AND THE TRANSFEREE COVENANTS WITH THE TRANSFEROR his executors administrators and assigns for the benefit of any adjoining land owned by the transferor but only during the ownership thereof by the transferor his executors administrators and assigns other than transferees on sale that no fence shall be erected on the property hereby sold to divide it from such adjoining land without the consent of the transferor his executors administrators or assigns but such consent shall not be withheld if such fence is erected without expense to the transferor his executors administrators or assigns and in favour of any person dealing with the transferee or his assigns such consent shall be deemed to have been given in respect of every fence for the time being erected AND this restriction may be released varied or modified by the owner or owners for the time being on such adjoining land.

AND THE TRANSFEREE COVENANTS WITH THE TRANSFEROR his executors administrators and assigns that the transferee shall not without the consent in writing of the Warringah Shire Council erect upon the land hereby transferred any house or building which shall be nearer to the rear boundary (on the south) of the land hereby transferred than 45 feet AND IT IS HEREBY AGREED AND DECLARED that this covenant may be released varied or modified only with the consent of the Warringah Shire Council.

AND THE TRANSFEREE COVENANTS WITH THE TRANSFEROR his executors administrators and assigns that he will instal on the subject land a septic tank or chemical closet approved by the Warringah Shire Council in conjunction with any building erected thereon AND IT IS HEREBY AGREED AND DECLARED that this covenant may be released varied or modified only with the consent of the Warringah Shire Council.

This is the annexure sheet marked with the letter **B** referred to in Memorandum of Transfer dated the 28th day of February, 1956, between Clinton Pelham Ayers and Raymond Robert Montano.

R. Montano
J. A. Helman
Solicitor
Sydney

C. P. Ayers
J. A. Helman
Solicitor
Sydney



MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

(REAL PROPERTY ACT, 1900.)

I, CLINTON PELHAM AYERS of Clifton Gardens
Company Director

(herein called transferor)

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

(£ 450.0.0) (the receipt whereof is hereby acknowledged) paid to me by

RAYMOND ROBERT MONTANO of 79 Broughton Road Artarmon
Draughtsman.

* (herein called transferee)

do hereby transfer to the said transferee

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

County.	Parish.	Reference to Title (d)			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
<u>CUMBERLAND</u>	<u>MANLY</u> <u>COVE</u>	<u>PART</u>	<u>1041</u>	<u>139</u>	Being lot 4 in Deposited Plan No. 26532

And the transferee covenants with the transferor **RESERVING** unto the said transferor as appurtenant to Lot 3 in the said Deposited Plan ~~and hereby~~ ^{the said} right of carriageway over all that piece of land ~~12 feet wide and 16 feet deep as shown in the said plan and therein coloured blue~~ ^{12 feet wide and 16 feet deep as shown in the said plan and therein coloured blue} AND the said transferor doth hereby transfer and grant to the said transferee out of all such my estate and interest in land being Lot 3 in the said plan right of carriageway as appurtenant to Lot 4 being the land hereby transferred ~~over all that piece of land 12 feet wide and 16 feet deep as shown in the said plan and therein coloured blue~~ ^{over all that piece of land 12 feet wide and 16 feet deep as shown in the said plan and therein coloured blue} AND it is hereby agreed and declared that the said rights of carriageway may be released varied or modified only with the respective consents of the registered proprietors for the time being of the said Lots 3 and 4.

(Continued on sheet annexed hereto and marked with the letter "A").

ENCUMBRANCES, &c., REFERRED TO.

Signed at *Reynolds*.
Signed in my presence by the transferor

the 28 4

day of *February*, 19 *56*

^bSigned in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

'Signed

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

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

Transferee(s)

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

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

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

第 62 卷 第 1 期 2010 年 1 月 1 日 出版

No 466232

LODGED BY ROBERT BURGE & CO.

CONSENT OF MORTGAGEE!
(N.B.—Before execution read marginal note.)

16 Barrack Street, Sydney.

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

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

Dated at this day of 19
Signed in my presence by

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

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

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

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

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

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

INDEXED 	MEMORANDUM OF TRANSFER <i>Subject to Government Log. with and Reserving Right of bearing way.</i>	DOCUMENTS LODGED HEREWITH. To be filled in by person lodging dealing.										
	Checked by <i>SS.</i> Passed (in S.D.B.) by <i>SS.</i> Signed by <i>J. H. Pells</i> Registrar-General	Particulars entered in Register Book, Volume <i>1041</i> Folio <i>139</i> the <i>3rd</i> day of <i>August</i> 19 <i>56</i> at <i>minutes past 12</i> o'clock in the <i>noon</i>	<table border="1"> <tr><td>1</td><td rowspan="4">Received Docs. Nos.</td></tr> <tr><td>2</td></tr> <tr><td>3</td></tr> <tr><td>4</td></tr> <tr><td>5</td><td rowspan="3">Receiving Clerk.</td></tr> <tr><td>6</td></tr> <tr><td>7</td></tr> </table>		1	Received Docs. Nos.	2	3	4	5	Receiving Clerk.	6
1	Received Docs. Nos.											
2												
3												
4												
5	Receiving Clerk.											
6												
7												

FOR DEPARTMENTAL USE.

PROGRESS RECORD.

	Initials	Date
to Survey Branch		
drawn from Records		
written ...	<i>SS.</i>	<i>27/7/56</i>
examined	<i>SS.</i>	<i>1/8</i>
ram prepared	<i>SS.</i>	<i>1-8-56</i>
ram examined	<i>SS.</i>	<i>1/8/56</i>
forwarded	<i>SS.</i>	<i>1/8/56</i>
of Engrossers	<i>SS.</i>	<i>1/8</i>
Publication Clerk	<i>SS.</i>	<i>1/8</i>

EXECUTION OUTSIDE NEW SOUTH WALES.
If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.
If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.
If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Upon lodgment (a) £1-10-0, if accompanied by the relevant title or evidence of production thereof, (b) £1-15-0 otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(a) 5/- for each additional Certificate included in the Transfer, (b) 2/- for each new Certificate of Title issued, (c) 10/- where the Transfer contains covenant purporting to affect the user of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 10/- where partial discharge of a mortgage is endorsed on the Transfer, (f) 2/6 for each additional folio where the Certificate exceeds fifteen folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.
Tenants in common must receive separate Certificates.
If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

7100 2332
64662332

Plan Form No 2 (for Deposited Plan)

Plan Form No 2 (for Deposited Plan)

Municipality of
Shire of WARRINGAH

PLAN "A"

OF SUBDIVISION OF PORTION 561

PARISH OF MANLY COVE COUNTY OF CUMBERLAND

Scale 50 FT. TO AN INCH

Handwritten: 26532

AVENUE

(66' wide)

PORTLAND

Handwritten: 26532



This is the copy of report
 referred to in memorandum of
 Jfk February 1978 No. 5465332
 L. A. Bureau
 J. A. Bureau
 879
 25-01-78

[illegible]

Signature: *(Signature)* Date: *12/24/46*

Date of Survey 13.9.03

ROSE, ANZ. B

Approved by Council: & Covered by Council: Clerk's Certificate:

42 of

Current Cost

8-17-1944 to 22-1-1945

WILLIAMS is a 2007 Ford F-250 pickup with Oregon tag



Aug 29th 78. at 5 P.M. A.D. 1255.

31

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT IT IS INTENDED TO CREATE

EASEMENT TO DRAIN WATER 1 WIDE.

519253 Can and on behalf of us/typic
 Banking Corporation 9800 33 007 431 101
 by its attorney,  The above named
 Nida Qayyum LLC The foregoing called
 person of attorney registered at local Rd
 Property International 9800 Bl 2549 00 3302
 519253
 519253  Marcus John Parker
 519253 35 Perry St 00332
 519253

Crown Lands Office Approval

PLAN APPROVED
Authorized Officer

Land Dis

~~Paper No.~~
~~Field Book pages~~

Subdivision Certificate

I certify that the provisions of s. 109A of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed

~~Insert 'subdivision' or 'new road'~~ **Set out herein**

Authorised Person/General Manager/Accredited Certifier

Date of endorsement:

Subdivision Certificate No.:

File No. 100-443887-100

2/0

then the plan is to be lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar-General.

Setote whichever is inapplicable

Ref: 1234 / Src: M

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170
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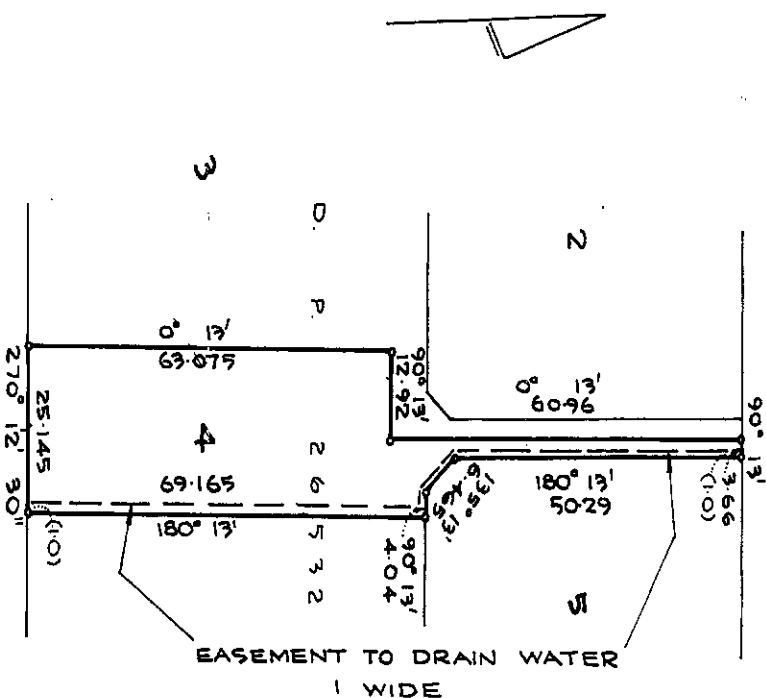
Ref: 1234 / Src: M

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170
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Plan Drawing only to appear in this space

LANTANA AVENUE



D.P. 203378

D.P. 203650

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	190	Table of mm
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DP1045668

Registered: MC 17-10-2002

C.A.

Title System: TORRENTS

Purpose: EASEMENT

Ref. Map: U1860-32

Last Plan: D.P. 26532

PLAN OF EASEMENT TO DRAIN
WATER 1 WIDE OVER
PART OF LOT 4 IN
D.P. 26532

Lengths are in metres. Reduction Ratio 1: 500

L.G.A.: WARRINGAH

Locality: WHEELER HEIGHTS

Part#: MANLY COVE

County: CUMBERLAND


Plans used in preparation of survey/compilation
D.P. 26592
D.P. 209650

Surveyors' (Practice) Regulation 1996

The survey relates to: compilation

I am the author of the survey, or I specifically authorise my hand shown in the plain text to not the subject of inspection

Deakin Lister
Centre, Scarborough/Cumbria

(Signature) 

**Surveyor registered under
the Surveyors Act 1928**

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE
OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT
TO SECTION 88B CONVEYANCING ACT 1919**

SHEET 1 OF 2

DP1045668

of Easement to drain water 1 wide
Over part of Lot 4 in D.P.26532

**FULL NAME AND ADDRESS OF THE
OWNER OF THE LAND:**

**Janet Anne Harper
43 Lantana Avenue,
WHEELER HEIGHTS 2097**

**Geoffrey Ronald Harper
1 Binster Lane
KARUAH 2324**

**FULL NAME AND ADDRESS OF THE
MORTGAGEE OF THE LAND:**

Signed for and on behalf of
WESTPAC BANKING CORPORATION
ABN 33 007 457 141
by its Attorney:

Nga Quynh Luu
Power of Attorney registered at Land
and Property Information NSW
Book 4299 No. 332

*Then Three Att
The mortgage
certified.*

I certify that the applicant, with whom I
am personally acquainted or as to whose
identity I am otherwise satisfied, signed
this application in my presence.

Signature of Witness:

Name of Witness:

Address of Witness:

Daytime telephone number of Witness:

Marcus John Par

**25 Pickson Street, Lock
Shs**

132558

[Signature]
.....

Janet Harper
.....
Owner

[Signature]
.....
Witness **negan Lee Hayes**
13 woodward street
cromer.

.....
Mortgagee

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE
OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT
TO SECTION 88B CONVEYANCING ACT 1919**

SHEET 2 OF 2

PLAN

of Easement to drain water 1 wide
Over part of Lot 4 in D.P.26532

DP1045668

PART 1

Number of item shown in the intention panel on the plan	Identity of easement profit a prendre restriction or positive covenant to be created and referred to in the plan	Burdened lots or parcels	Benefited lots, roads, bodies or Prescribed Authorities.
1	Easement to drain water 1 wide	Lot 4 in D.P.26532	Lot 2 in D.P.203650

[Signature]

[Signature]

.....
[Signature]

.....

.....
owner

.....
[Signature]
Witness

.....
Mortgagee

Meghan Lee Hayes
13 Woodward Street
Cromer

REGISTERED  *AC 17.10.2002*

Date Printed: 12 September 2017

Gavin Williamson & Assoc

PO Box 288

NARRABEEN NSW 2101

Certificate Number: ePLC2017/2874

Applicant Reference: Bayview Links
Wheeler

Receipt Number: 17360

Property Address: 44 Rose Avenue WHEELER HEIGHTS NSW 2097

Legal Description: Lot 4 DP 203378

Property ID: 132701

Note: This planning certificate pertains to land which was within the area of the former Warringah Council and is now within the area of the Northern Beaches Council pursuant to the Local Government (Council Amalgamations) Proclamation 2016.

1. Names of relevant planning instruments and DCPs.
- 1.1 The name of each environmental planning instrument that applies to the carrying out of development on the land.

Warringah Local Environmental Plan 2000

See Attachment "A" for all other environmental planning instruments that apply to the former Warringah Local Government Area.

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

a) The following draft State Environmental Planning Policies may affect the land:

Draft State Environmental Planning Policy (Coastal Management) 2016

Nil

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

Yes

Draft State Environmental Planning Policy (Infrastructure) Amendment (Review) 2016

Yes

b) The following planning proposals may affect the land:

Date of Council Resolution	Outline of Planning Proposal	Land to which Planning Proposal applies
25 November 2014	<p>Amends WLEP 2000 and WLEP 2011 to:</p> <ul style="list-style-type: none"> Rezone land on Ralston Avenue Belrose from Locality C8 – Belrose North to part R2 Low Density Residential, part RE1 Public Recreation and part E3 Environmental Conservation. Introduce subdivision lot size 	<p>Ralston Avenue, Belrose</p> <p>Lot 1 DP 1139826</p>

	and height of building controls to land proposed to be zoned R2 Low Density Residential.	
--	--	--

- 1.3 *The name of each development control plan that applies to the carrying out of development on the land.*

Warringah Development Control Plan 2011

- 1.4 *In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.*

2. *Zoning and land use under relevant LEPs*

- 2.1 *Zoning and land use under Warringah Local Environmental Plan 2011*

(a) The land is identified by Warringah Local Environmental Plan 2011 as being within the following zone:-

LEP - Land zoned R2 Low Density Residential

(b) The purposes for which Warringah Local Environmental Plan 2011 provides that development may be carried out within the zone without the need for development consent.

Refer to extract of Warringah Local Environmental Plan 2011 (attached)

(c) The purposes for which Warringah Local Environmental Plan 2011 provides that development may not be carried out within the zone except with development consent.

Refer to extract of Warringah Local Environmental Plan 2011 (attached)

(d) The purposes for which Warringah Local Environmental Plan 2011 provides that development is prohibited within the zone.

Refer to extract of Warringah Local Environmental Plan 2011 (attached)

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

No

(f) Whether the land includes or comprises critical habitat.

Reference should be made to:

- **The registers of critical habitat kept by the Department of Fisheries under the Fisheries Management Act 1994.**
- **The declarations of Areas of Outstanding Biodiversity Value identified on the public register under Division 2 of Part 9 of the Biodiversity Conservation Act 2016 (formerly known as critical habitat under the repealed Threatened Species Conservations Act 1995).**

(g) Whether the land is in a conservation area.

No

(h) Whether an item of environmental heritage is situated on the land

No

- 2.2 *Draft Local Environmental Plan – if any*

Please refer to the table in Question 1.2.

Please contact Council's Strategic Planning unit with enquiries on 9942 2111

3. *Complying development*

- (1) *The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*
- (2) *The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.*

(a) *May Complying Development under the Housing Code be carried out on the land?*

Complying development may be carried out on the whole of the land.

(b) *May Complying Development under the Rural Housing Code be carried out on the land?*

Complying development may be carried out on the whole of the land.

(c) *May Complying Development under the Housing Alterations Code be carried out on the land?*

Complying development may be carried out on the whole of the land.

(d) *May Complying Development under the General Development Code be carried out on the land?*

Complying development may be carried out on the whole of the land.

(e) *May Complying Development under the Commercial and Industrial Alterations Code be carried out on the land?*

Complying development may be carried out on the whole of the land.

(f) *May Complying Development under the Commercial and Industrial (New Buildings and Additions) Code be carried out on the land?*

Complying development may be carried out on the whole of the land.

(g) *May Complying Development under the Container Recycling Facilities Code be carried out on the land?*

Complying development may be carried out on the whole of the land.

(h) *May Complying Development under the Subdivision Code be carried out on the land?*

Complying development may be carried out on the whole of the land.

(i) *May Complying Development under the Demolition Code be carried out on the land?*

Complying development may be carried out on the whole of the land.

(j) *May Complying Development under the Fire Safety Code be carried out on the land?*

Complying development may be carried out on the whole of the land.

4. *Whether or not the land is affected by the operation of section 38 or 39 of the Coastal Protection Act 1979, but only to the extent that the Council has been so notified by the Department of Public Works.*

No. Council has not received any notification that the land is affected by the operation of Sections 38 or 39 of the Coastal Protection Act 1979.

4A. *Information relating to beaches and coasts*

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

No

(2) (a) Whether Council has been notified under section 55X of the Coastal Protection Act 1979 that temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land).

No

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

No

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

Whether the owner (or any previous owner) of the land has 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 the commencement of section 553B of the Local Government Act 1993.

No

5. Whether or not the land is proclaimed to be a mine subsidence district within the meaning of Section 15 of the Mines Subsidence Compensation Act 1961

No

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

(a) Division 2 of Part 3 of the Roads Act 1993.

No

(b) any environmental planning instrument

No

(c) any resolution of Council.

No

7. Whether or not the land is affected by a policy that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulfate soils, or any other risk (other than flooding):-

(a) as adopted by Council

No

(b) 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.

No

7A. Flood related development controls information

(a) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.

No

(b) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

No

(c) Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

8. Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act.

No

9. *The name of each contributions plan applying to the land*

Northern Beaches Council Section 94A Plan 2017 (adopted 27 June 2017 effective 1 July 2017). Please contact Council's Customer Service Counter for more information.

- 9A. *Is this land 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)?*

No

10. *Is the land a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016 (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage). NB - includes land to which a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 relates?*

No

- 10A. *Does the land contain a set aside area under section 60ZC of the Local Land Services Act 2013 (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section)?*

No

11. *Bush Fire Prone Land*

No

12. *Is the land subject to a property vegetation plan made under the Native Vegetation Act 2003?*

No

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

No

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

No

15. *(a) Is there a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land?*

No

For what period is the certificate current?

Not Applicable

(b) Are there any terms of a kind referred to in clause 18(2) of the State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

No

16. *Is there a valid site compatibility certificate (infrastructure), of which the council is aware, in respect of proposed development on the land?*

No

For what period is the certificate current?

Not Applicable

17. *(a) Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land?*

No

For what period is the certificate current?

Not Applicable

(b) Are there any terms of a kind referred to in clause 17(1) or 37 (1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land?

No

18. Paper subdivision information

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

Not applicable

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

Not applicable

Words and expressions used in this clause have the same meaning as they have in Part 16C of the Environmental Planning and Assessment Regulation 2000

19. Site verification certificates

(a) Is there a current site verification certificate of which the council is aware, in respect of the land?

No

(b) For what matter is certified by the site verification certificate?

Not applicable

(c) For what date does the site verification certificate cease to be current?

Not applicable

A copy of the site verification certificate may be obtained from the head office of the Department of Planning and Infrastructure

20. *Whether the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division*

No

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

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

No

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

No

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

No

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

No

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

No

Council records do not have sufficient information about the uses (including previous uses) of the land which is the subject of this Section 149 Certificate. To confirm that the land hasn't been used for a purpose which would be likely to have contaminated the land, parties should make their own enquiries as to whether the land may be contaminated.

Disclaimer

The Environmental Planning and Assessment Amendment Act 1997 commenced operation on the 1 July 1998. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Amendment) Regulation 1998, Environmental Planning and Assessment (Further Amendment) Regulation 1998 and Environmental Planning and Assessment (Savings and Transitional) Regulation 1998. The locality information in this certificate is based on the Lot and Deposited Plan referred to in this certificate. If the Lot and Deposited Plan is not the current description of the land then this certificate could attribute to incorrect locality. Persons relying on the certificate should satisfy themselves by reference to the Title Deed that the land to which this certificate relates is identical to the land to which they seek to know the locality.



Mark Ferguson
INTERIM GENERAL MANAGER
NORTHERN BEACHES COUNCIL

ATTACHMENT 'A'
ATTACHMENT TO CERTIFICATE UNDER SECTION 149(2)
OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT

Clause 1.1 of the Section 149(2) Certificate.

The following environmental planning instruments (EPIs) apply to the former Warringah Local Government Area (other than those listed in Clause 1.1 of the Section 149(2) Certificate).

Not all EPIs may apply to the land that is subject to this Planning Certificate.

State Environmental Planning Policy (Affordable Rental Housing) 2009
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
State Environmental Planning Policy (Infrastructure) 2007
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007
State Environmental Planning Policy (State and Regional Development) 2011
State Environmental Planning Policy (State Significant Precincts) 2005
State Environmental Planning Policy (Sydney Region Growth Centres) 2006
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
State Environmental Planning Policy No 1—Development Standards
State Environmental Planning Policy No 19—Bushland in Urban Areas
State Environmental Planning Policy No 21—Caravan Parks
State Environmental Planning Policy No 30—Intensive Agriculture
State Environmental Planning Policy No 33—Hazardous and Offensive Development
State Environmental Planning Policy No 44—Koala Habitat Protection
State Environmental Planning Policy No 50—Canal Estate Development
State Environmental Planning Policy No 55—Remediation of Land
State Environmental Planning Policy No 62—Sustainable Aquaculture
State Environmental Planning Policy No 64—Advertising and Signage
State Environmental Planning Policy No 65—Design Quality of Residential Apartment Development
State Environmental Planning Policy No 71—Coastal Protection
Sydney Regional Environmental Plan No 20—Hawkesbury-Nepean River (No 2—1997)
Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005
Sydney Regional Environmental Plan No 9—Extractive Industry (No 2—1995)

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone R2 Low Density Residential

1 Objectives of zone

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

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

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

4 Prohibited

Any development not specified in item 2 or 3

Northern Beaches Council Planning Certificate – Part 2

Applicant: Rigg Conveyancing
PO Box 288
NARRABEEN NSW 2101

Reference: BAYview
Date: 26/09/2018
Certificate No. ePLC2018/6026

Address of Property: 43 Lantana Avenue WHEELER HEIGHTS NSW 2097
Description of Property: Lot 4 DP 26532

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

1.1 The name of each environmental planning instrument that applies to the carrying out of development on the land:

1.1a) Local Environmental Plan

Warringah Local Environmental Plan 2011

1.1b) State Environmental Planning Policies and Regional Environmental Plans

State Environmental Planning Policy 1—Development Standards
State Environmental Planning Policy 19 – Bushland in Urban Areas
State Environmental Planning Policy 21 – Caravan Parks
State Environmental Planning Policy 30 – Intensive Agriculture
State Environmental Planning Policy 33 – Hazardous and Offensive Development
State Environmental Planning Policy 50 – Canal Estate Development
State Environmental Planning Policy 55 – Remediation of Land
State Environmental Planning Policy 62—Sustainable Aquaculture
State Environmental Planning Policy 64 – Advertising and Signage
State Environmental Planning Policy 65 – Design Quality of Residential Apartment Development
State Environmental Planning Policy No 70—Affordable Housing (Revised Schemes)
State Environmental Planning Policy (Affordable Rental Housing) 2009
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
 State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
 State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
 State Environmental Planning Policy (Infrastructure) 2007
 State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
 State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007
 State Environmental Planning Policy (State and Regional Development) 2011
 State Environmental Planning Policy (State Significant Precincts) 2005
 State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
 Sydney Regional Environmental Plan No 20-Hawkesbury-Nepean River (No 2-1997)
 State Environmental Planning Policy No 44-Koala Habitat Protection
 Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005
 Sydney Regional Environmental Plan No 9-Extractive Industry (No 2-1995)

1.2 Draft Environmental Planning Instruments

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

1.2 a) Draft State Environmental Planning Policies

Review of State Environmental Planning Policy 44 – Koala Habitat Protection
 State Environmental Planning Policy No 64— Advertising and Signage (Amendment No 3)
 Draft State Environmental Planning Policy (Environment)
 Proposed new rules for Site Compatibility Certificates – State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
 Draft State Environmental Planning Policy (Primary Production and Rural Development)

1.2 b) Draft Local Environmental Plans

Planning Proposal - Ralston Avenue (Belrose) (PEX2013/0003)

Applies to land: Lot 1 DP 1139826, Ralston Avenue, Belrose

Outline: Amends WLEP 2000 and WLEP 2011 to:

- Rezone land on Ralston Avenue Belrose from Locality C8 - Belrose North to part R2 Low Density Residential, part RE1 Public Recreation and part E3 Environmental Conservation.
- Introduce subdivision lot size and height of building controls to land proposed to be zoned R2 Low Density Residential.

Council resolution: 25 November 2014

Gateway Determination: 28 January 2015

Planning Proposal - Dee Why Town Centre Planning Controls (PEX2018/0002)

Applies to land: Dee Why Town Centre (boundaries identified within the Planning Proposal)

Outline: Amends WLEP 2011 to:

- Increase maximum permissible building heights
- Introduce floor space ratio controls
- Provide development standards in relation to car parking, building setbacks and building proportion

- Identify additional “Key Sites”
- Implement a delivery mechanism for key infrastructure and public domain improvements

Council resolution: 23 September 2014

Gateway Determination: 1 April 2015 amended 22 September 2016

1.3 Development Control Plans

The name of each development control plan that applies to the carrying out of development on the land:

Warringah Development Control Plan 2011

2. Zoning and land use under relevant Local Environmental Plans

For each environmental planning instrument or proposed instrument referred to in Clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

2.1 Zoning and land use under relevant Local Environmental Plans

2.1 (a), (b), (c) & (d)

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

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone R2 Low Density Residential

1 Objectives of zone

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

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

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

4 Prohibited

Any development not specified in item 2 or 3

Additional permitted uses

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

Nil

(e) Minimum land dimensions

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

(f) Critical habitat

The land does not include or comprise critical habitat.

(g) Conservation areas

The land is not in a heritage conservation area.

(h) Item of environmental heritage

The land does not contain an item of environmental heritage.

2.2 Draft Local Environmental Plan - if any

For any proposed changes to zoning and land use, see Part 1.2 b)
Please contact Council's Strategic and Place Planning unit with enquiries on 1300 434 434.

2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

The *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* does not apply to the land.

3. Complying Development

The extent to which the land is land on which complying development may or may not be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

a) Housing Code

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

b) Rural Housing Code

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

c) Low Rise Medium Density Code

Complying Development under the Low Rise Medium Density Code may not be carried out on all the land.

Note: Pursuant to clause 3B.63 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, all land in Northern Beaches Council is a 'deferred area' meaning that the Low Rise Medium Density Code does not apply until 1 July 2019.

d) Greenfield Housing Code

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

e) Housing Alterations Code

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

f) General Development Code

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

g) Commercial and Industrial Alterations Code

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

h) Commercial and Industrial (New Buildings and Additions) Code

Complying Development under the Commercial and Industrial (New Buildings and Additions) Code may be carried out on all of the land.

i) Container Recycling Facilities Code

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

j) Subdivisions Code

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

k) Demolition Code

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

l) Fire Safety Code

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

4, 4A (Repealed)

4B. 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).

5. Mine Subsidence

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

6. 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.

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

- (a) Council has adopted a number of policies with regard to various hazards or risks which may restrict development on this land. The identified hazard or risk and the respective Council policies which affect the property, if any, are listed below (other than flooding – see 7A):

Nil

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

Nil

7A. Flood related development control Information

- (1) Development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is not subject to flood related development controls.
- (2) Development on the land or part of the land for any other purpose is not subject to flood related development controls.

8. 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 27 of the Act.

9. Contribution plans

The following applies to the land:

Northern Beaches Contributions Plan 2018

9A. 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*).

10. Biodiversity Stewardship Sites

The Council has not been notified by the Chief Executive of the Office of Environment and Heritage 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).

10A. Native vegetation clearing set asides

Council has not been notified by Local Land Services of the existence of a set aside area under section 60ZC of the *Local Land Services Act 2013*.

11. Bush fire prone land

The land is not bush fire prone land.

12. 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.

13. 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.

14. Directions under Part 3A

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

15. Site compatibility certificates and conditions for seniors housing

- (a) There is not a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land.
- (b) A condition of consent applies to the property that limits the kind of people who may occupy the premises/ development. This refers only to consents granted after 11 October 2007 with

conditions made in accordance with clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*.

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

There is not a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land.

17. Site compatibility certificate and conditions for affordable rental housing

- (a) There is not a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land.
- (b) There are not terms of a kind referred to in clause 17 (1) or 38 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

18. Paper subdivision information

There is no current paper subdivision, of which council is aware, in respect of this land according to Part 16C of the *Environmental Planning and Assessment Regulation 2000*.

19. Site verification certificates

There is no current site verification certificate, of which council is aware, in respect of the land according to Part 4AA of the *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*.

20. 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.

21 Affected building notices and building product rectification orders

- (1) There is not an affected building notice of which the council is aware that is in force in respect of the land.
- (2) 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
- (3) 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 clause:

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

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

Additional matters under the Contaminated Land Management Act 1997

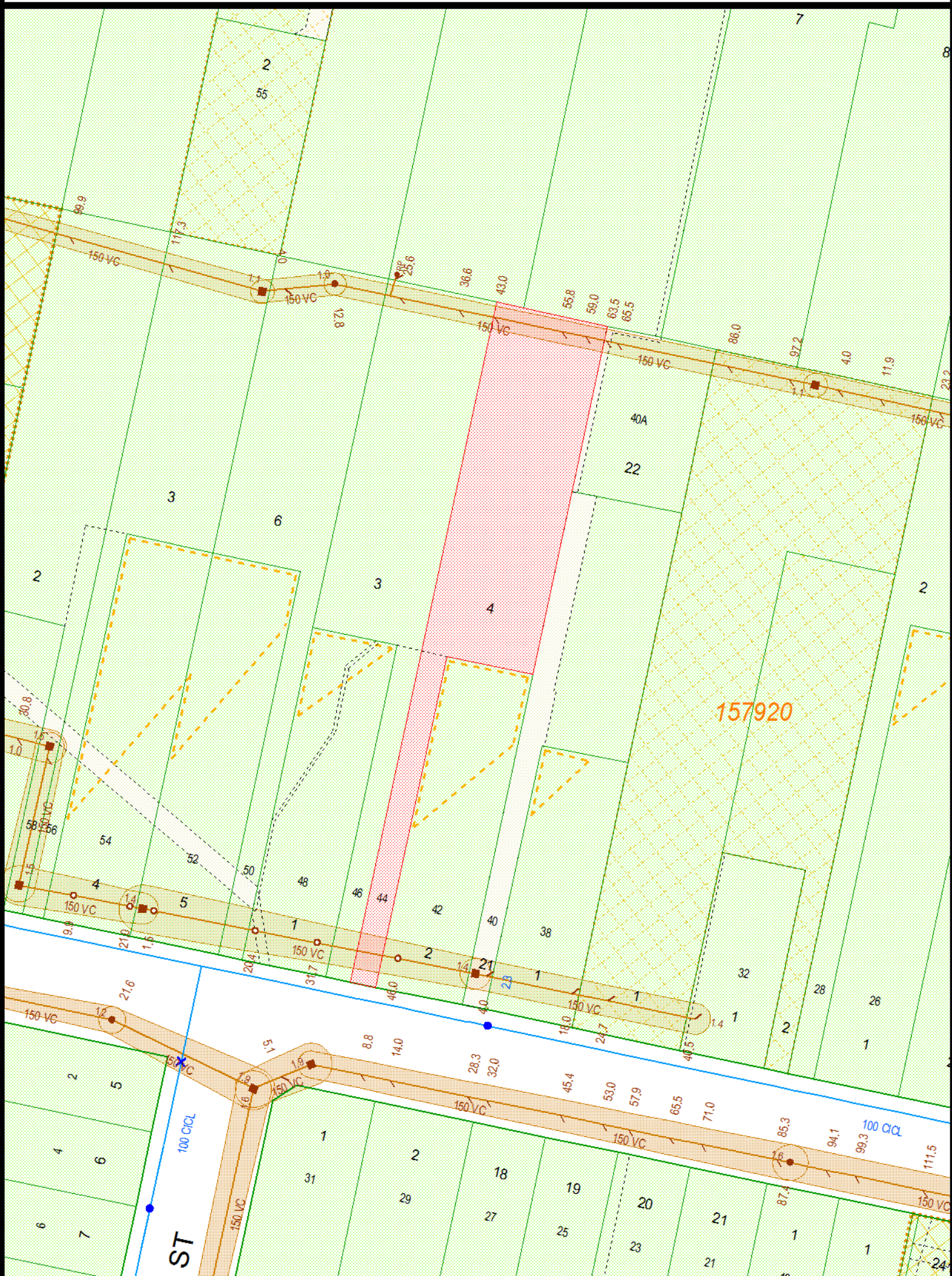
Note. The following matters are prescribed by section 59 (2) of the *Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate:

- (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.



David Kerr
Acting Chief Executive Officer
26/09/2018



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

METROPOLITAN WATER SEWAGE AND DRAINAGE BOARD

SEWERAGE SERVICE DIAGRAM

Municipality of Warringah No. 482505

SYMBOLS AND ABBREVIATIONS

Boundary Trap	R.V.	Reflux Valve	I.P.	Induct Pipe	Basin
Pit	→	Cleaning Eye	M.F.	Mica Flap	Shr.
G.I. Grease Interceptor	O Vert.	Vertical Pipe	T.	Tubs	W.I.P. Wrought Iron Pipe
Gully	O V.P.	Vent. Pipe	K.S.	Kitchen Sink	C.I.P. Cast Iron Pipe
P.T. P. Trap	O S.V.P.	Soil Vent. Pipe	W.C.	Water Closet	F.W. Floor Waste
R.S. Reflux Sink	D.C.C.	Down Cast Cowl	B.W.	Bath Waste	W.M. Washing Machine

Scale: 1:500

SEWER AVAILABLE

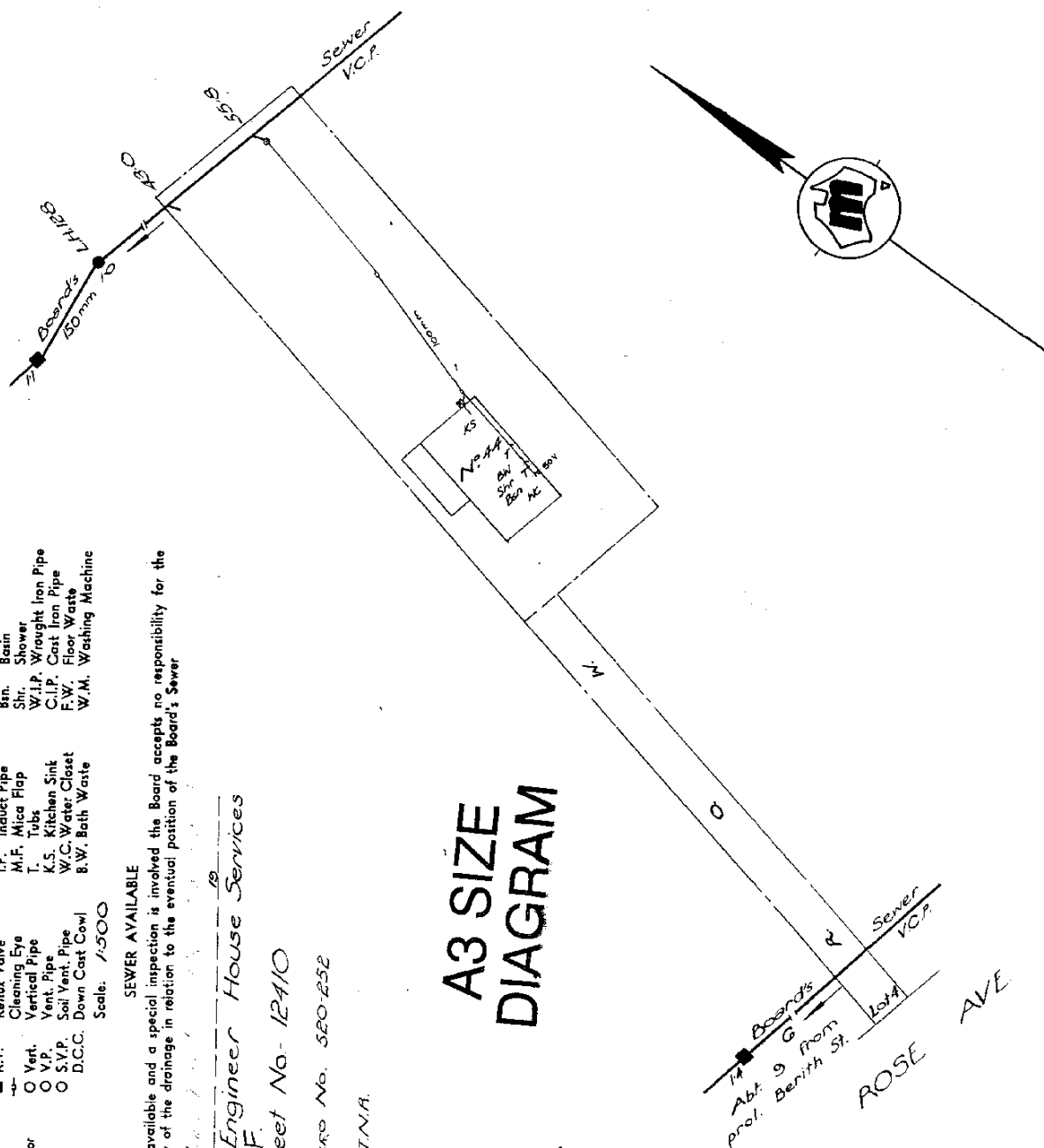
Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer

For Engineer House Services

N.F. Sheet No- 12410

MICRO No. 350-252

B.T.N.A.

A3 SIZE
DIAGRAM

NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD SEWERAGE SERVICE DIAGRAM

MM HARPER
No. 850765

SHEET No. 12410

8507

Municipality of Warrington

SYMBOLS AND ABBREVIATIONS

- ☐ Boundary Trap
☒ Pit
☒ G.I. Grease Interceptor
☒ Gully
☒ P.T. P. Trap
☒ R.S. Reflux Sink

- | | | | |
|----------|-----------------|------|--------------|
| — R.V. | Reflex Valve | I.P. | Induct Pipe |
| ○ Vert. | Vertical Eye | M.F. | Mica Flap |
| ○ V.P. | Vertical Pipe | T. | Tube |
| ○ S.V.P. | Soil Vent. Pipe | K.S. | Kitchen Sink |
| D.C.C. | Down Cast Coal | W.C. | Water Closet |
| | | B.W. | Both Waste |

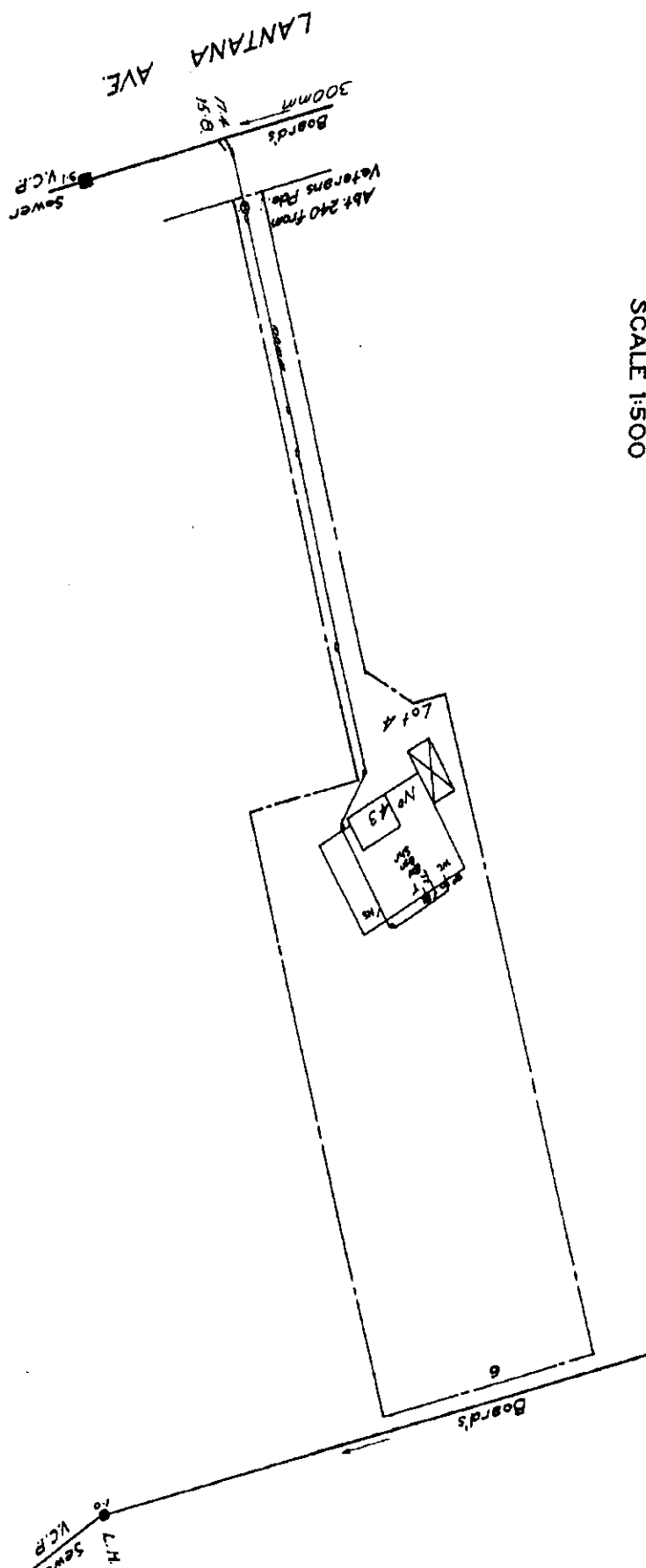
- | | |
|-------------------|--------------------------|
| L.P. Induct Pipe | Ben. Basin |
| M.F. Mica Pap | Shr. Shower |
| T. Tube | W.I.P. Wrought Iron Pipe |
| K.5. Kitchen Sink | C.I.P. Cast Iron Pipe |
| W.C. Water Closet | F.W. Floor Waste |
| B.W. Bath Waste | W.M. Washing Machine |

- | | |
|--------|-------------------|
| Ber. | Basin |
| Shr. | Shower |
| W.I.P. | Wrought Iron Pipe |
| C.I.P. | Cast Iron Pipe |
| F.W. | Floor Waste |
| W.M. | Washing Machines |

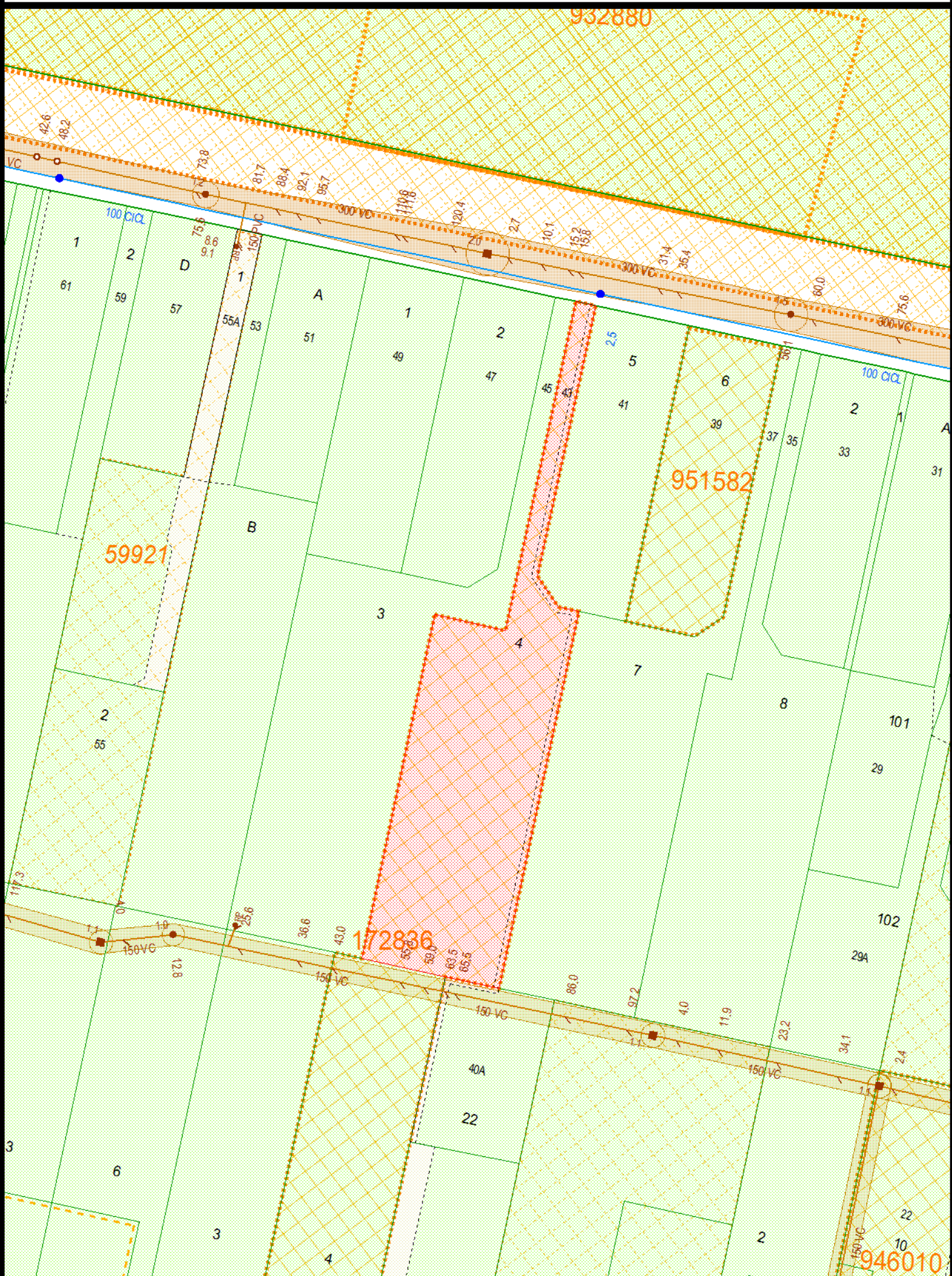
SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer

SCALE 1:500



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.



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

Consumer Building Guide

Mandatory information for consumers

Builders and tradespeople must give you a copy of this guide before entering into a contract for residential building work costing more than \$5,000. Read this guide to help protect your rights, carry out your responsibilities and support your building project.

Protecting consumers under home building laws

NSW Fair Trading is the NSW Government agency regulating residential building work (including building or trade work on single dwellings, villas, houses and home units) under the *Home Building Act 1989*.

What to consider before work starts

Licensing

Licensing requirements include:

- Tradespeople and builders carrying out residential building work valued at more than \$5,000 must be licensed by NSW Fair Trading (check a licence at the Fair Trading website or by calling 13 32 20).
- Regardless of the work's cost, a licence is always required for specialist work (like plumbing, air conditioning and refrigeration, electrical work and gasfitting).
- If the work requires more than one tradesperson, you need a builder to manage the building project and co-ordinate the tradespeople, such as plumbers, painters and carpenters.

Home Building Compensation Fund (previously called Home Warranty Insurance)

Where work is worth more than \$20,000 (including labour and materials), the builder or tradesperson must not start work or ask for any money (including a deposit) until they give you a copy of the Home Building Compensation Fund certificate for your job. Certain types of work are exempt; check our Home Building Compensation Fund web page.

Approvals

To help your building project go smoothly:

- Check with your local council or an accredited private certifier on approvals your building work needs.
- Engage a building certifier. This is your responsibility, not the builder's. Find an accredited certifier at the Building Professionals Board site: www.bpb.nsw.gov.au

The contract and payments

All contracts must be in writing. The two main contract types are:

- **Fixed price or lump sum** - where the builder or tradesperson agrees upfront to a fixed amount for the whole job. Unforeseen changes during construction may affect the final cost.
- **Cost plus contract** - there is no guaranteed final cost for the job (often this contract is used where the project's nature prevents the final cost from being calculated). The consumer repays the builder for verified direct and indirect costs and fees at regular intervals. It is good practice for the builder to give a non-binding estimate before starting, and track costs with you against the project's budgeted estimate.

Residential building work **worth less than \$20,000** must be done under a 'small jobs' contract. The written contract must be dated and signed by, or on behalf of, each party. It may specify that work be paid for at regular intervals. It must contain:

- the parties' names, including the name of the holder of the contractor licence as shown on the contractor licence
- the number of the contractor licence
- a description of the work
- any plans or specifications for the work, and
- the contract price if known.

Residential building work worth more than \$20,000 requires a full home building contract. As well as all of the requirements of the 'small jobs' contract, it must include other comprehensive information such as the details of the statutory warranties the builder must provide, and the contract price or warning that the contract price is not known. Find a **complete list of contract requirements** on our website.

All contracts over \$20,000 in value must have a progress payment schedule. Progress payments must match the work carried out and, for cost plus contracts, be supported by receipts or other verifying documents.

Any change you need to make to a contract is a '**variation**'. Variations must be in writing and be signed by both parties to the contract. Almost all will impact the contract price.

The **maximum deposit** you can be asked to pay before work starts is 10%.

Common traps and tricks

Beware of:

- An extremely low quote compared with others. This may indicate the job's quality is being compromised. Or, the builder may not fully understand what is required.
- 'Sales pitches' putting pressure on you to sign a contract quickly to avoid a price increase.
- A builder who recommends you get an owner-builder permit while they organise all the building work. The builder may be trying to avoid responsibility and may not have the right kind of licence or Home Building Compensation Fund certificate.

When things go wrong

Statutory warranties

Builders and tradespeople must guarantee that their work is fit-for-purpose, performed diligently and delivered in a reasonable timeframe, in line with the contract. Unless otherwise specified, materials should be new and

appropriately used. These warranties are time-limited: legal proceedings to enforce them must be commenced within 2 years for all defects, and 6 years for 'major defects'. There is another 6 months for both warranty periods if the defect only became apparent after 18 months or 5 and a half years. Find out more about these warranties on the Fair Trading website.

Resolving a dispute

These steps can help you resolve a dispute:

- **You must notify your builder or tradesperson** and discuss concerns as soon you become aware of a problem. Follow up with an email or letter.
- **Understand acceptable work standards** by downloading the *Guide to Standards and Tolerances* from our website.
- Contact Fair Trading for **free dispute resolution** if you and your builder or tradesperson are unable to resolve the dispute.
- Lodge a claim with the **NSW Civil and Administrative Tribunal** if you remain unsatisfied with the dispute resolution outcome.
- Protect your rights under the **Home Building Compensation Fund**: contact your insurer as soon as you become aware of defective or incomplete work.

More information

Visit the Fair Trading website (focussing on the Home Building and Renovating section) to:

- learn more on your rights and responsibilities and the statutory warranties
- do an online licence check to verify a builder or tradesperson's licence details
- find out about dispute resolution
- download free home building contracts
- subscribe to enews and information, and to access Fair Trading on social media.