

Contract for the sale of land – 2005 edition

TERM

MEANING OF TERM

Vendor's agent **Skyline Real Estate** Phone: **9452 3444**
3/14 Frenchs Forest Road, FRENCHS FOREST, Fax: **9452 4555**
NSW 2086

Co-agent

Vendor **Adam Benjamin SMITH and Lisa Rachael MARNING**
9/78a Balgowlah Road, BALGOWLAH, NSW 2093

Vendor's Solicitor **Trouncer & Associates** Phone: **02 9481 9800**
 Lvl 1, 293 Pennant Hills Road, Thornleigh NSW 2120 Fax: **02 9481 9122**
PO Box 4399, Thornleigh NSW 2120 Ref: **ST:4739**
admin@trouncer.com

Completion date **35th day after the date of this contract (clause 15)**

Land **9/78a Balgowlah Road, BALGOWLAH, New South Wales 2093**
 (Address, plan details **Registered Plan: Lot 9 & 17 Plan SP 1742**
 and title reference) **Folio Identifier 9/SP1742 & 17/SP1742**

Improvements VACANT POSSESSION subject to existing tenancies
 HOUSE garage carport home unit carspace 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 curtains insect screens stove
 built-in wardrobes dishwasher light fittings pool equipment
 clothes line fixed floor coverings range hood TV antenna
 other:

Exclusions

Purchaser

Purchaser's solicitor

Price \$ _____

Deposit \$ _____ (10% of the price, unless otherwise stated)

Balance \$ _____

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

Vendor _____

Witness _____

GST AMOUNT (optional)
 The price includes
 GST of: _____

Purchaser JOINT TENANTS tenants in common in unequal shares _____ Witness

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

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)

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

Mason & Brophy, PO Box 567, Dee Why 2099. Tel: 8978 3000

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979) <input type="checkbox"/> 7 section 149(5) information included in that certificate <input checked="" type="checkbox"/> 8 sewerage connections diagram <input type="checkbox"/> 9 sewer mains diagram <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 section 88G certificate (positive covenant) <input type="checkbox"/> 12 survey report <input type="checkbox"/> 13 section 317A certificate (certificate of compliance) <input type="checkbox"/> 14 building certificate given under <i>legislation</i> <input type="checkbox"/> 15 insurance certificate (Home Building Act 1989) <input type="checkbox"/> 16 brochure or note (Home Building Act 1989) <input type="checkbox"/> 17 section 24 certificate (Swimming Pools Act 1992) <input type="checkbox"/> 18 lease (with every relevant memorandum or variation) <input type="checkbox"/> 19 other document relevant to tenancies <input type="checkbox"/> 20 old system document <input type="checkbox"/> 21 Crown tenure card <input type="checkbox"/> 22 Crown purchase statement of account <input type="checkbox"/> 23 Statutory declaration regarding <i>vendor duty</i>	<input checked="" type="checkbox"/> 24 property certificate for strata common property <input checked="" type="checkbox"/> 25 plan creating strata common property <input type="checkbox"/> 26 strata by-laws not set out in <i>legislation</i> <input type="checkbox"/> 27 strata development contract or statement <input type="checkbox"/> 28 strata management statement <input type="checkbox"/> 29 leasehold strata - lease of lot and common property <input type="checkbox"/> 30 property certificate for neighbourhood property <input type="checkbox"/> 31 plan creating neighbourhood property <input type="checkbox"/> 32 neighbourhood development contract <input type="checkbox"/> 33 neighbourhood management statement <input type="checkbox"/> 34 property certificate for precinct property <input type="checkbox"/> 35 plan creating precinct property <input type="checkbox"/> 36 precinct development contract <input type="checkbox"/> 37 precinct management statement <input type="checkbox"/> 38 property certificate for community property <input type="checkbox"/> 39 plan creating community property <input type="checkbox"/> 40 community development contract <input type="checkbox"/> 41 community management statement <input checked="" type="checkbox"/> 42 document disclosing a change of by-laws <input type="checkbox"/> 43 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 44 document disclosing a change in boundaries <input type="checkbox"/> 45 certificate under Management Act – section 109 (Strata Schemes) or section 26 (Community Land)

WARNINGS

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

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

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

DISPUTES

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

AUCTIONS

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

**WARNING
SWIMMING POOLS**

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

**WARNING
SMOKE ALARMS**

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Payment of vendor duty out of the deposit

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's right to rescind

The vendor can *rescind* if -

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Completion date

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

16 Completion**• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.
- 16.6 If the purchaser *serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.
- Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque*, the price (less any deposit paid) and any other amount payable by the purchaser under this contract (less any amount payable by the vendor to the purchaser under this contract).
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• Place for completion

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

17 Possession

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

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clause 2 (deposit).
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

- 28.3 If the plan is not registered *within* that time and in that manner -
 28.3.1 the purchaser can *rescind*; and
 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2.
- 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The completion date becomes the later of the completion date and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to a plan that is to be registered before the plan is registered.

29 Conditional contract

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

Special Conditions

Initial deposit of \$ (being 0.25% of the price) paid on the date of this contract, with the balance of the deposit of \$ payable by the end of the cooling-off period (5.00 p.m. on the fifth business day after the date of this contract unless amended by mutual agreement between the parties). N.B. There is no cooling-off period if the property is sold by public auction or passed in and sold after the auction but on the same day as the auction.

30. Completion:

Completion of this contract is to take place on or before the completion date shown on the front page of this contract, and if completion has not taken place by that date then either party (provided he is not in default hereunder) may serve a notice on the other party stipulating a date for completion being not less than 14 days after the date of service of the notice and making time of the essence in respect of such date. The parties agree that such period of 14 days is reasonable.

31. Damages:

If the Vendor is ready to complete but the Purchaser fails to complete by the completion date (or a later date nominated by the Vendor provided the Purchaser's solicitor has been given 7 days' previous written notice) other than due to the default of the Vendor, then the Purchaser must pay to the Vendor on completion interest on the balance of the price calculated at the rate of 9% p.a. computed from the completion date or nominated date (as the case may be) to the date of actual completion. Payment of interest in accordance with this clause is an essential term of this contract, and the Purchaser acknowledges that any interest payable is a reasonable assessment of liquidated damages to the Vendor.

32. Amendments to printed clauses:

The parties acknowledge that the printed clauses of this contract are amended as follows:

Clause 1, definition *settlement cheque*, delete line "a building society, in Australia"

Clause 7.1.1 is deleted.

Clause 16.5: the words "plus another 20% of that fee" are deleted.

Clause 23.6.1: delete "even if it is payable by instalments" and insert "but if it is payable by instalments then only for instalments payable before the contract date".

33. Deposit bond:

If the Vendor accepts payment of all or part of the deposit by deposit bond, then the following provisions shall apply:

- 33.1 In this contract, the word "bond" means the Guarantee Bond issued to the Vendor at the request of the Purchaser. The Purchaser acknowledges that the Vendor may refuse to accept any bond or to require the terms of a proposed bond (in particular the expiry date) to be amended before accepting the bond.

33.2 Subject to paragraph 33.1, the delivery of the bond to the Vendor's agent or solicitor, upon or before the making of this contract, (or before the expiry of any cooling-off period as the case may be), shall be deemed to be payment of the deposit under this contract for the amount stipulated in the bond.

33.3 The Purchaser shall pay the proportion of the deposit guaranteed under the bond to the Vendor in cash or by unendorsed bank cheque on completion of this contract, or at such other time as the deposit is lawfully due to be paid to the Vendor, allowing for any monies already paid to the Vendor by the guarantor under the bond.

34. Partial payment of deposit:

If the Vendor agrees to accept any amount less than the 10% deposit on the date of this contract, the Purchaser acknowledges that it is an essential term of this contract that he must pay the balance of the 10% deposit to the stakeholder forthwith upon receipt of notice in writing from the Vendor requiring such payment, and specifying any default by the Purchaser in the observance or performance of any fundamental obligation under this contract. If the amount paid on the date of this contract is less than 6% then all interest earned on the deposit shall be paid to the Vendor. The Purchaser acknowledges the Vendor's acceptance of a reduced deposit is only for the benefit of the Purchaser, and any demand for payment of the balance of the 10% deposit is not a penalty but purely payment of the deposit due.

35. Requisitions:

For the purposes of printed condition 5 of this contract, the parties agree that the Purchaser shall be deemed to have served the requisitions attached to this contract immediately following the date of this contract, and shall not otherwise be entitled to submit any other general form of printed requisitions.

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH
-----FOLIO: 9/SP1742

<u>SEARCH DATE</u>	<u>TIME</u>	<u>EDITION NO</u>	<u>DATE</u>
23/9/2014	9:41 AM	2	3/1/2007

LAND
-----LOT 9 IN STRATA PLAN 1742
AT BALGOWLAH
LOCAL GOVERNMENT AREA MANLYFIRST SCHEDULE
-----ADAM BENJAMIN SMITH
LISA RACHAEL MARNING
AS JOINT TENANTS

(T AC841213)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP1742
- 2 AC841214 MORTGAGE TO PERPETUAL LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

TRO-ADMIN-smith

PRINTED ON 23/9/2014

**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 on the Register.
Hazlett Information Services hereby certifies that the information contained in this document has been provided electronically by the**

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 17/SP1742

SEARCH DATE	TIME	EDITION NO	DATE
23/9/2014	9:43 AM	2	3/1/2007

LAND

LOT 17 IN STRATA PLAN 1742
AT BALGOWLAH
LOCAL GOVERNMENT AREA MANLY

FIRST SCHEDULE

ADAM BENJAMIN SMITH
LISA RACHAEL MARNING
AS JOINT TENANTS (T AC841213)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP1742
- 2 AC841214 MORTGAGE TO PERPETUAL LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

TRO-ADMIN-smith

PRINTED ON 23/9/2014

Any entries preceded by an asterisk do not appear on the current edition of the certificate of title.
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LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP1742

SEARCH DATE	TIME	EDITION NO	DATE
23/9/2014	9:44 AM	4	27/3/2014

LAND

 THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 1742
 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT BALGOWLAH
 LOCAL GOVERNMENT AREA MANLY
 PARISH OF MANLY COVE COUNTY OF CUMBERLAND
 TITLE DIAGRAM SHEET 1 SP1742

FIRST SCHEDULE

 THE OWNERS - STRATA PLAN NO. 1742
 ADDRESS FOR SERVICE OF NOTICES:
 78A BALGOWLAH ROAD
 BALGOWLAH 2093

SECOND SCHEDULE (11 NOTIFICATIONS)

-
- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
 - 2 ATTENTION IS DIRECTED TO BY-LAWS SET OUT IN SCHEDULE 1 STRATA SCHEMES MANAGEMENT ACT 1996
 - 3 J915092 EASEMENT FOR DRAINAGE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND SHOWN AS DRAINAGE EASEMENT 1.22 WIDE WITHIN LOT 1 IN DP224213
 - 4 K110800 COVENANT
 - 5 EASEMENT FOR DRAINAGE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND SHOWN AS DRAINAGE EASEMENT 1.22 WIDE WITHIN LOT 12 IN DP223559
 - 6 K830547 EASEMENT FOR SEWERAGE PURPOSES AFFECTING THE LAND SHOWN AS SITE OF PROPOSED EASEMENT 9.145 WIDE IN DP223419
 - 7 Q592412 CHANGE OF BY-LAWS
 - 8 U174199 CHANGE OF BY-LAWS SPECIAL BY-LAW 2
 - 9 6982105 CHANGE OF BY-LAWS
 - 10 ATTENTION IS DIRECTED TO CLAUSE 3 SCHEDULE 4 STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 REGARDING BOUNDARIES BETWEEN LOTS AND COMMON PROPERTY IN STRATA SCHEMES REGISTERED BEFORE 1-7-1974
 - 11 AI473544 CHANGE OF BY-LAWS

END OF PAGE 1 - CONTINUED OVER

TRO-ADMIN-smith

PRINTED ON 23/9/2014

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Warning: the information appearing under notations has not been formally recorded on the Register.
Hazlett Information Services 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.
Level 4, 122 Castlereagh Street, Sydney 2000 - DX 1078 SYDNEY
PHONE: (02) 9261 5211 FAX: (02) 9264 7752
www.hazlett.com.au



LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP1742

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 586)

STRATA PLAN 1742

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 50	2	- 50	3	- 40	4	- 50
5	- 50	6	- 50	7	- 40	8	- 50
9	- 50	10	- 50	11	- 40	12	- 50
13	- 2	14	- 2	15	- 2	16	- 2
17	- 2	18	- 2	19	- 2	20	- 2

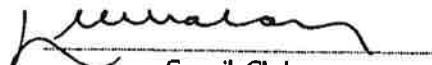
NOTATIONS

UNREGISTERED DEALINGS: NIL

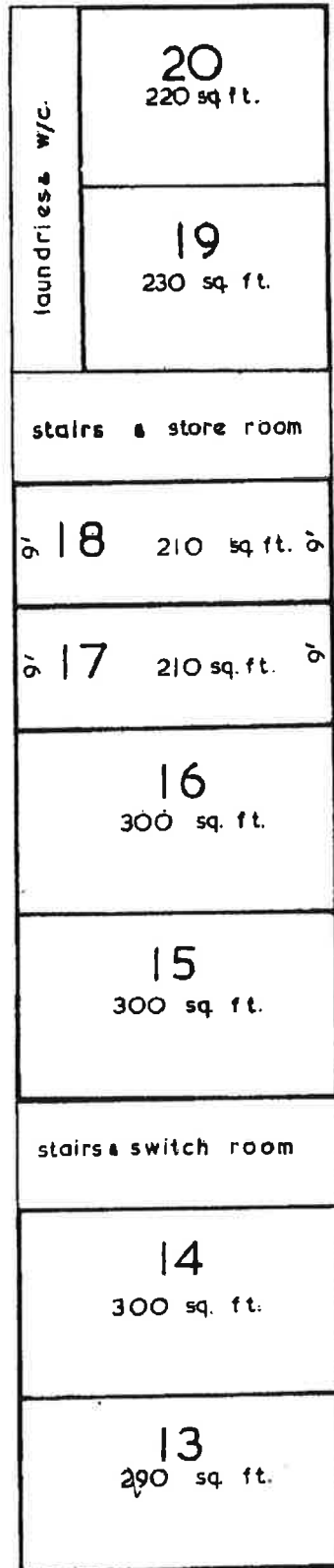
*** END OF SEARCH ***

STRATA PLAN No. 1742

Shedule of Unit Entitlement		Office use only.	
Lot. No.	Unit Entitlement	Current C's of T.	
		Vol.	Fol.
1	50	10165-	56
2	50	10165-	57
3	40	10165-	58
4	50	10165-	59
5	50	10165-	60
6	50	10165-	61
7	40	10165-	62
8	50	10165-	63
9	50	10165-	64
10	50	10165-	65
11	40	10165-	66
12	50	10165-	67
13	2	10165-	68
14	2	10165-	69
15	2	10165-	70
16	2	10165-	71
17	2	10165-	72
18	2	10165-	73
19	2	10165-	74
20	2	10165-	75
Aggregate	586		


Council Clerk.

STRATA PLAN No. 1742
 LOWER GROUND FLOOR



CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

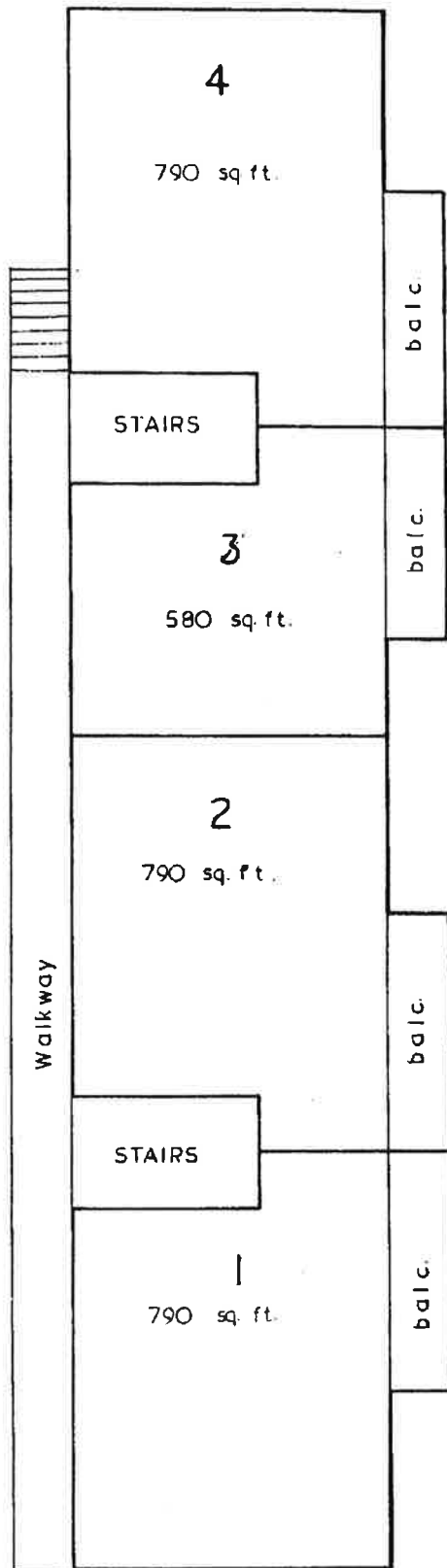
STRATA PLAN 1742

FEET INCHES		METRES
5	9 1/2	1.155
8	5	2.59
9	-	2.745
51	2 1/2	15.61
55	-	16.765
172	0 1/4	52.43
172	5 1/4	52.58
50 FT	50 M	
210	19.5	
220	20.4	
230	21.4	
290	26.9	
300	27.9	
500	53.9	
790	73.4	

[Signature]
 Council Clerk.

STRATA PLAN No. 1742

GROUND FLOOR

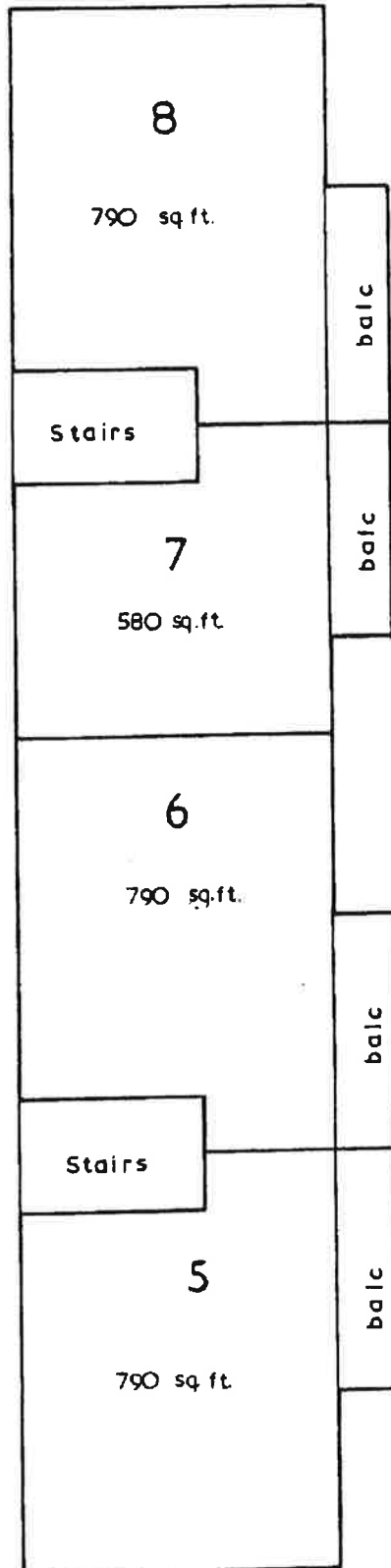


Note: Balconies extend to a height of 8'6" above the floor of each.

[Signature]
Council Clerk.

STRATA PLAN No. 1742

FIRST FLOOR

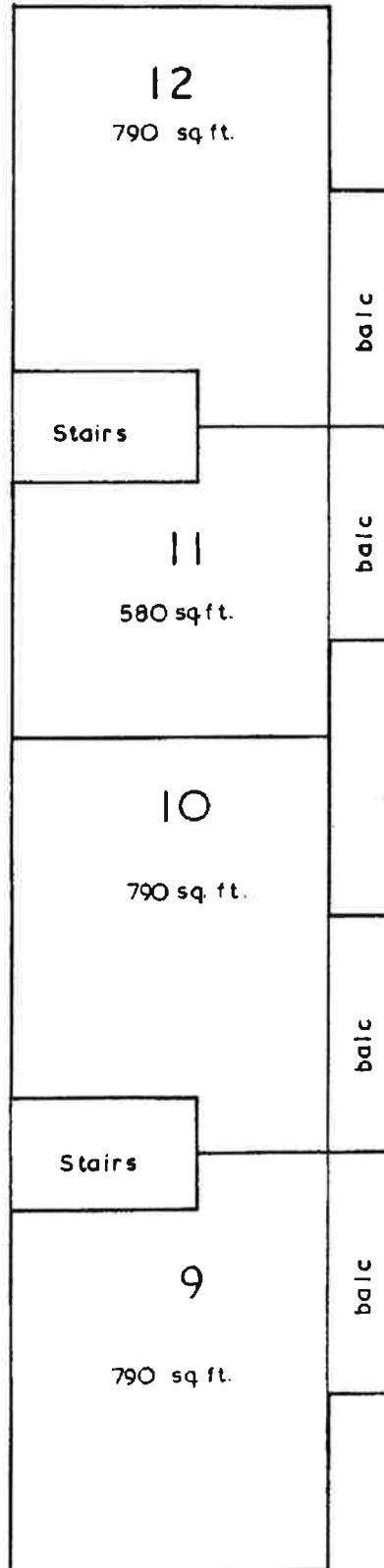


Note: Balconies extend to a height of 8'6" above the floor of each.

[Signature]
Council Clerk.

STRATA PLAN No. 1742

SECOND FLOOR



Note: Balconies extend to a height of 8'6" above the floor of each.

[Signature]
Council Clerk.

J 915092

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED
TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

PART 1.

Plan: Subdivision of the land in Certificate of Title, Volume
4613 Folio 250. Covered by Council Clerk's Certificate No.
1991 of 7th July, 1964.
DP224213

Full name and address
of proprietor of the
land. Jack Ernest Andrews of Pitt Street, Balgowlah

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

Easement for drainage 4' wide

Schedule of lots, etc. effected

Lots burdened

Lots, name of road, or authority,
benefited

1

Part Lots 11 and 12 Section K
whole of land in Conveyance Book
2695 No. 380 Primary application
44015

Signed in my presence by the said
Jack Ernest Andrews who is personally
known to me

..... *[Signature]*

[Signature]
Proprietor

PART 2

1. Terms of easement for drainage 4' wide firstly referred to in the above-
mentioned plan

Full and free right for the owner or owners for the time being of those lots
created from time to time and at all times to drain water (whether rain,
storm, spring or seepage water) in any quantities across or through the land
herein indicated as the servient tenement together with the right to lay for
the purposes of the easement pipes within the servient tenement for the pur-
pose of draining water or pipe or pipes or replacement or substitution there-
for together with the right of the person or persons for whom this easement
is created with any tools implements or machinery necessary for the purpose
of entering upon the servient tenement and to remain there for any reasonable
time for the purpose of laying, inspecting, cleansing, repairing, maintaining
and renewing such pipeline or any part thereof and for any of the aforesaid
purposes or to open the soil of the servient tenement to such extent as may
be necessary provided that the persons or person in whose favour this ease-
ment is created will take all reasonable precautions to ensure as little
disturbance as possible to the surface of the servient tenement and will
restore that surface as nearly as practicable to its original condition.

Signed in my presence by the said
Jack Ernest Andrews who is personally
known to me

..... *[Signature]*

[Signature]
Proprietor

J 915092

TREI

Instrument pursuant to Regulation S2D Conveyancing
Act Regulations, 1961, setting out the terms of
assessments or restrictions as to use created by
registration of the within-mentioned Deposited Plan.

26.2.1965



'65 SEP 17 PM 3:17

K 110800



THIS DEED made the fifteenth day of September One thousand nine hundred and sixty-five BETWEEN CYRIL ERNEST MORTONORE of Strathfield, Builder, BEATRICE MAY MORTONORE his wife, RAYMOND KEITH RAYKINS of Greenacre, Engineer and ROBERT LESLIE MORTONORE of Cessnock, Minister of Religion (hereinafter called "the Covenantors") of the one part AND THE COUNCIL OF THE MUNICIPALITY OF MANLY (hereinafter called "the Council") of the other part WHEREAS

- A. The Covenantors are the registered proprietors of the whole of the land contained in Certificate of Title, Volume 10105, Folio 247 subject however to any such encumbrances notices and liens as are noted thereon (hereinafter called "the said land").
- B. The Covenantors have applied to the Council by Strata Application No. 2076 for approval to the subdivision of the said land into Strata pursuant to the Conveyancing (Strata Titles) Act 1961.
- C. The proposed subdivision provides that certain lots therein shall be designated as residential flats, certain lots shall be designated as garages and that part of the common property shall be reserved for the storage or parking of boats or motor vehicles.
- D. The Covenantors to assist the Council to protect the amenity of the Municipality and to facilitate parking within the Municipality have agreed with the Council at the time of applying for the approval of the Council to the said subdivision to covenant with the Council as hereinafter provided.

NOW THIS DEED WITNESSETH that in consideration of the premises the Covenantors covenant with the Council that -

- 1. No part of the said land shall be used for the storage or parking of a boat or motor vehicle other than a boat or motor

65805E

2

vehicle the property of a resident for the time being of any build-
erected or to be erected upon the said land or his or its Lessee.

2. The Covenantors will before completing the sale of any lot in
the strata plan affecting the said land procure the passing
of a resolution by the proprietors of such strata plan whereby
the by-laws of the First Schedule to the Conveyancing (Strata
Titles) Act, 1961 are amended by addition of the following
by-law:

"36(a). The body corporate shall reserve a sufficient area of
the common property to make available parking spaces, each not
less than 18 feet by 8 feet, for the parking of boats or motor
vehicles the property of residents for the time being of the
building other than proprietors of garage lots.

(b) The body corporate shall grant to each proprietor other
than proprietors of garage lots the right to exclusive use and
enjoyment of one of the aforesaid spaces.

(c) This by-law shall not be added to amended or repealed ex-
cept by unanimous resolution of all proprietors together with
the approval in writing of the Council of the Municipality of
Manly.

3. The Covenantors will not transfer any lot in any strata plan
affecting the said land until the by-law referred to in Para-
graph 2 in this covenant has been registered in the office of
the Registrar General and a copy of such by-law certified by
the covenantors as having been so registered has been furnished
to the Council.
4. That upon registration of any strata subdivision affecting the
said land the Covenantors will not transfer assign mortgage or
part with possession of any garage lot comprised therein, other
than to any person or corporation registered or entitled to be

3

registered as proprietor of a residential lot comprised therein or his or its mortgagee, lessee or sub-lessee.

AND IT IS AGREED AND DECLARED

1. The land which is subject to the burden of the foregoing covenants is the said land.
2. The land which has the benefit of the foregoing covenants is such part of Balgowlah Road, Balgowlah as adjoins the said land.

AND the Covenantors hereby request the Registrar-General to enter a notification of the said covenants numbered 1 to 4 inclusive on the said Certificate of Title, Volume 10105, Folio 247.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first hereinbefore written.

SIGNED SEALED AND DELIVERED by)
the said CYRIL ERNEST MORTOMORE)
in the presence of:-)

Cyril E. Mortimore

Bea May Mortimore

SIGNED SEALED AND DELIVERED by)
the said BEATRICE MAY MORTOMORE)
in the presence of:-)

Bea May Mortimore

Cyril E. Mortimore

SIGNED SEALED AND DELIVERED by)
the said RAYMOND KEITH RAPKINS)
in the presence of:-)

RK Rapkins

Bea May Mortimore



K 110800

ALBERT STREET
MELBOURNE

4

SIGNED SEALED AND DELIVERED by)
the said ROBERT LESLIE MORTOMORE)
in the presence of:-)

R. L. Mortimore

[Handwritten signatures]

COMMONWEALTH TRADING BANK OF AUSTRALIA as Mortgagee under Mortgage registered

No. K.74838 does hereby consent to the provisions of this Deed.

SIGNED SEALED AND DELIVERED BY

COMMONWEALTH TRADING BANK
OF AUSTRALIA
By its Attorney

VERNER THOMAS CHRISTIE
Acting Assistant Inspector of the Commonwealth Trading
Bank of Australia, the duly constituted Attorney of
the said Bank in the presence of

V. Christie

L. Elyan J.C.

I, VERNER THOMAS CHRISTIE of Sydney do solemnly and sincerely declare that:-

1. I am an Acting Assistant Inspector for the time being of the Commonwealth Trading Bank of Australia and as such am the Attorney mentioned and referred to in Power of Attorney from the said Bank dated 14th January, 1960 and registered in Miscellaneous Register as No. 82162 an attested copy of which has been filed with the Land Titles Office No. 18770 by virtue of which I have executed the within instrument.
 2. I have not received any notice or information of the revocation of the said Power of Attorney by act of the donor or otherwise.
- And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Subscribed and declared by the
abovesigned Declarant this 15th
day of September 1965 before me

V. Christie

L. Elyan J.C.

Witness by Deed.

Particulars entered in Register Book Vol. 10105Folia 247
the 25th day of October 1965 at 11
o'clock in the fore noon.

Jawakson
Registrar General.



EXTRA FEES
[Handwritten]
A. 28 24.10.65
R.G.74

123/5596 JHB/LW Fees:— 3 c
 R.P. 13. No. K-830547 Lodgment
 Endorsement

New South Wales

MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900)



THE REGISTERED PROPRIETORS EXSTRATA PLAN 1742

220 A. JOGGER
 -7.1.1

in pursuance of its powers under Section 12 (2) of the ^(herein called transferor) Conveyancing (Strata
~~being registered as the proprietor of an estate in fee simple~~
 Titles Act, 1961
~~in the land hereinafter described, subject, however to such encumbrances, liens and interests as are notified hereunder~~
 in consideration of TEN DOLLARS

(\$10.00) (the receipt whereof is hereby acknowledged) paid to us
 by THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD (herein called transferee)
 DO HEREBY

TRANSFER to the said transferee out of

ALL such OUR Estate and Interest in ALL THE land mentioned in the Schedule following:—

County.	Parish	Reference to Title			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
Cumberland	Manly Cove	Part of Common Property in Strata Plan No. 1742			Being part of the Common Property in Strata Plan No. 1742 shown as "Site of Proposed Easement 30 Ft. Wide" on D.P. 223419 and having an area of 1/2 (herein called "the said land").

an easement or right to use for the construction and maintenance of works
 for sewerage purposes the surface and the subsoil or undersurface of the
 said land WITH full and free right and liberty for the transferee from time
 to time and at all times hereafter by its officers servants workmen and
 agents to construct lay down make control examine supervise manage relay
 renew cleanse repair maintain operate and use in and through the said land
 and upon or at such depths or levels below the surface thereof as the
 transferee shall think fit such main submain and reticulating sewers pipes
 ventilating shafts and other works with fittings and appurtenances thereto
 (all of which are included in the term "works" wherever hereinafter
 appearing) as in its opinion may be required for sewerage purposes and to
 use such works for the conveyance and passage of sewage and to take up any
 such works and substitute in lieu thereof any new works AND with the right
 of support at all times of all such works of the transferee as shall for
 the time being be in or upon the said land AND for any of the purposes

No. **K 830547**

CONSENT OF MORTGAGER.

LODGED BY W. R. SMOOTHY
 Solicitor for the Board,
 Cnr. Pitt & Bathurst Streets, Sydney
 Phone: 2-0648, Extn.

I,

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

Dated at _____ this _____ day of _____

Signed in my presence

who is personally known to me.

Mortgagee.

LEAVE THESE SPACES FOR DEPARTMENTAL USE	INDEXED	MEMORANDUM OF TRANSFER <i>grant of Easement to ft. under Survey</i> <i>Covenant</i>	DOCUMENTS LODGED HEREWITH. To be filled in by person lodging dealing.
	Checked by <i>EAC</i> <i>af</i>	Particulars entered in Register-Book <i>SP. 174 A</i>	1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____ 7 _____
	Pasted (in S.D.B.) by	<i>12-2-1968</i> <i>Jpm</i>	Received Docs. Nos. Receiving Clerk.
	Signed by <i>[Signature]</i>	<i>[Signature]</i> Registrar General.	

PROGRESS RECORD

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

2.

aforesaid to enter go return pass and repass upon along and over the said land and make and sink excavations shafts and cuttings in and through the said land and bring and place thereon and remove therefrom all such machinery materials implements tools articles and things as the transferee shall think fit AND generally to exercise and perform in and upon the said land any of the rights powers and authorities conferred on or vested in the transferee under and by virtue of the Metropolitan Water Sewerage and Drainage Act 1924-¹⁹⁶⁵ without liability to pay compensation to any person for any damage sustained by him through the exercise of any of the rights powers and authorities hereby or by virtue of the said Act conferred on or vested in or granted to the transferee AND in relation to such easement and rights as are hereinbefore transferred to the transferee the transferor DO

HEREBY covenant with the transferee THAT the transferor will not erect construct or place any building or other structure whatever upon the said land without the prior approval in writing of the transferee first had and obtained nor otherwise than in strict compliance with such conditions as the transferee may impose AND that the transferor will at all times bear all risk of and responsibility in connection with damage to any building or other structure for the time being in existence upon the said land AND the transferee doth hereby COVENANT with the transferor that whenever in exercise of any of the rights powers and authorities aforesaid it shall open or break up the surface of the said land or damage or remove any fencing of the transferor the transferee shall upon completion of such work reinstate and restore such land or fencing (as the case may be) to its former condition so far as shall be reasonably practicable.

ENCUMBRANCES &c. REFERRED TO

Easement for Drainage No. J.915092
Covenant re- parking space No. K.110900
Notification No. K.164192 parking area
Transfer No. K.319845 Easement for Drainage

SIGNED at MANKY this 21ST day of MARCH 1967.

THE COMMON SEAL of THE PROPRIETORS
STREATA PLAN NO. 1742 was hereunto
affixed on the
in the presence
of:



Councilor

Councilor

B

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

THE COMMON SEAL of THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD was affixed hereto in the presence of a quorum of the Board on the nineteenth day of April 1967. AS WITNESS the hands of Hugh Carlyle Foster and Douglas Sutherland two of the members in whose presence the seal was so affixed.

Hugh Carlyle Foster
Douglas Sutherland

CERTIFICATE OF BODY CORPORATE

Conveyancing (Strata Titles) Act, 1961, as amended.

In pursuance of the provisions of the Conveyancing (Strata Titles) Act, 1961, as amended, The Proprietors - Strata Plan No. 1742 hereby certify that the proprietors of Lots in the said strata plan by unanimous resolution, duly passed, directed the said body corporate to execute the instrument hereunder recited and that all persons having registered interests in the parcel and all other persons having interests (other than statutory interests) which have been notified to the body corporate have consented in writing to the release of those interests in respect of the land comprised in such instrument.

Instrument: Transfer dated the 21st March, 1957 to the Metropolitan Water Sewerage and Drainage Board of an easement over that part of the common property in Strata Plan No. 1742 shown as "Site of Proposed Easement 30 Ft. Wide" on D.P. 223419.

THE COMMON SEAL of THE PROPRIETORS - }
STRATA PLAN NO. 1742 was hereunto
affixed on the
in the presence of

[Handwritten signatures]
.....
.....

Members of the Council.



B

RP46

Q 592412

78 FL SOUTH WALES
OF BY-LAW
SECTIONS 58 (2), 58 (11), OR CLAUSE 15 OF SCHEDULE 4
STRATA TITLES ACT, 1973
REAL PROPERTY ACT, 1900.

OFFICE USE ONLY

Handwritten initials and numbers in a grid box.

- a) Number of Strata Plan. THE PROPRIETORS - STRATA PLAN NO. (a) 1742..... the common property of which is comprised in Certificate of Title VOLUME (b) 8504..... FOLIO 242
b) Reference to title of common property. certifies that, by a resolution duly passed on (c) 4th February, 1978
c) Date resolution was passed. in accordance with the provisions of (d) Clause 15 of Schedule 4.... of the Strata Titles Act, 1973 it changed its by-laws as follows:-

d) Appropriate provision of the Strata Titles Act. (e) REPEALED BY-LAW NO. INFERRED/ADDED BY-LAW NO. 28..... as fully set out below.

- e) Indicate by number the by-laws affected. (f) 28. The Registered Proprietors for the time being of the respective lots listed in Column A hereunder shall be entitled:-
f) Set out inserted/added by-law in full. See notes 8 & 9. (a) To the exclusive use and enjoyment free of charge of the spaces 2.44 metres by 3.49 metres on the Common Property for the parking of boats or motor vehicles the property of residents for the time being of the building other than Proprietors of garage lots designated opposite that Lot in Column B hereunder as delineated on the plan and annexed hereto. (b) To the right of ingress thereto and egress therefrom. (c) This By-Law shall not be added to, amended or repealed except by unanimous resolution of the Proprietors together with the approval in writing of the Council of the Municipality of Manly.



Table with 2 columns: COLUMN A and COLUMN B. Row 1: Lot 1, 1. Row 2: Lot 2, 2. Row 3: Lot 3, 3. Row 4: Lot 11, 11.

The common seal of The Proprietors - Strata Plan No. 1742..... was hereunto affixed on 4th February, 1978 in the presence of DAVID JOHN KEY... KEITH AUGUSTUS STEIN being the person(s) authorized by section 55 of the Strata Titles Act, 1973 to attest the affixing of the seal

Handwritten signature and name (Treasurer)

Handwritten signature and name (Chairman)



DEPARTMENTAL USE ONLY		TO BE COMPLETED BY LODGING PARTY	
CHANGE OF BY-LAWS		GEOFFREY A. HART & COLLIS SOLICITORS	
		Lodged by:	170-172 PHILLIP STREET SYDNEY, N.S.W. 2000
		Address:	Phone No: 722-6266 ODE: 622
		Documents lodged herewith	
		1.	8504/202 & 203/4/4
		2.	Strata Plan
		3.	
		4.	
		5.	
Checked 10/10	REGISTERED		
Passed	12.4.1978		
Signed			
	Registrar General	Received Documents	1
		Received Clerk	

NOTES

This form is appropriate to a change of by-laws pursuant to sections 55 (2), 58 (11) or clause 15 of Schedule 4 of the Strata Titles Act, 1973.

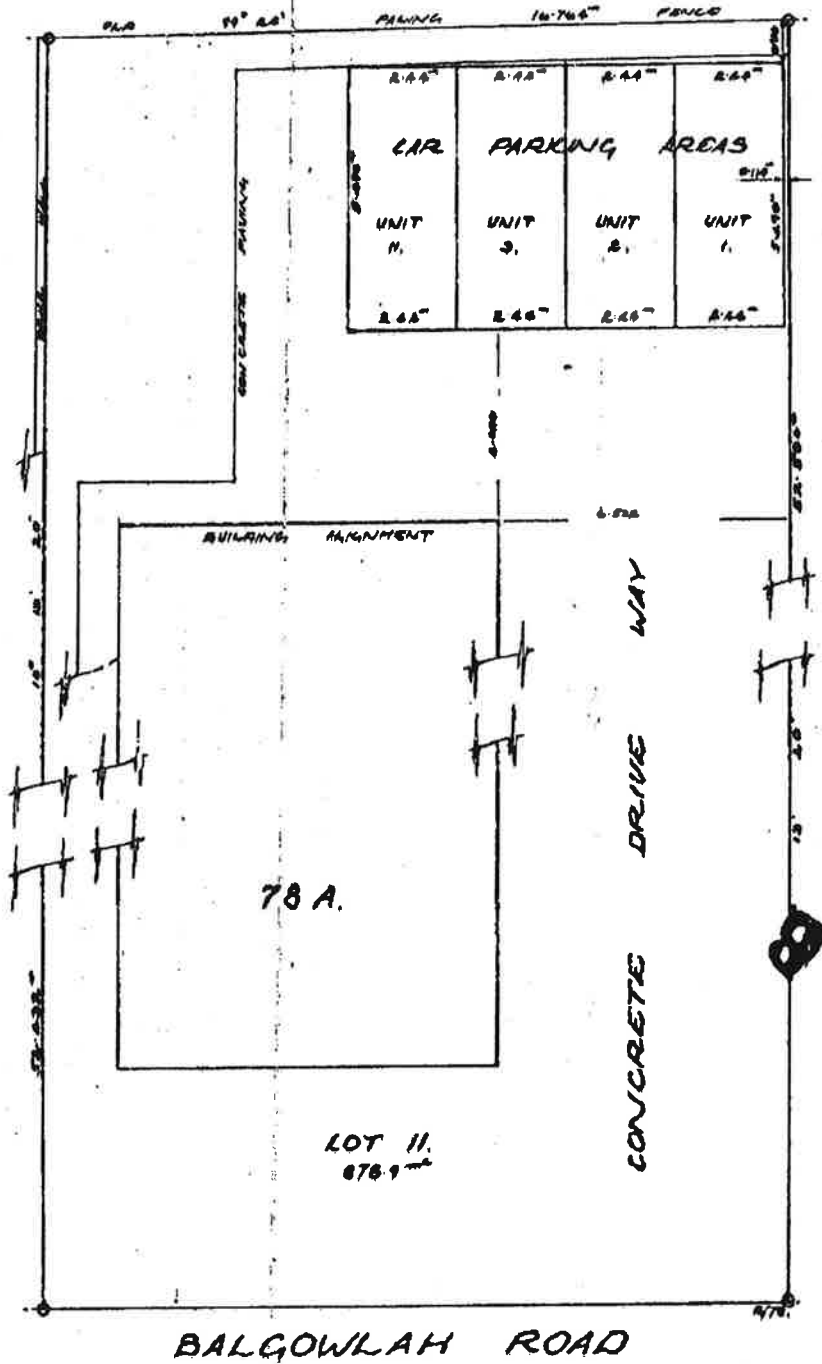
- A change of by-laws pursuant to section 58 (2) of the Act is one which does not create rights of exclusive use and enjoyment of, or special privileges in respect of, common property.
- A change of by-laws pursuant to section 58 (11) of the Act is one which changes the terms of an order of a Strata Titles Board having the effect of a by-law.
- A change of by-laws pursuant to clause 15 of Schedule 4 of the Act is one which confirms rights of exclusive use and enjoyment of, or special privileges in respect of, common property where such rights were in existence (either pursuant to a resolution of the body corporate or a former by-law) prior to 1st July, 1974. The new by-law must indicate how it may be amended, added to or repealed.
- The Registrar General does not require the lodgment of a plan for the purpose of the allocation of rights of exclusive use and enjoyment of, or special privileges in respect of, common property unless it is referred to as an annexure in the by-law, in which case the plan must comply with regulation 37 (2) (a), (e) and (f) of the Real Property Act Regulations, 1970.
- In cases referred to in note 3 the Registrar General will provide (on payment of a service charge) a copy of any plan which accompanied a notification of change of by-laws registered under the Conveyancing (Strata Titles) Act, 1961 for identification as an annexure to this instrument.
- Failure to comply with regulation 25 of the Strata Titles Act Regulations, 1974 as to size of margins, use of black ink, freedom from creasing, method of alteration and form of annexures will lead to rejection.
- By-laws additional to those already operating should be numbered consecutively and commence at the number next after the present last number.
- Amendment of a by-law should be effected by fully repealing the existing by-law, and by then substituting a new by-law in the terms required. For example, in order to implement a special resolution by a body corporate that a notice-board should not be affixed in accordance with by-law 3 but should be maintained in the secretary's office, and should be available for inspection between 9 a.m. and 5 p.m., the following would be appropriate:

REPEALED BY-LAW NO. 3.....
 INSERTED/ADDED BY-LAW NO. 3..... as fully set out below.

BY-LAW 3. A council shall cause a notice-board to be affixed to some part of the building occupied by the secretary and there to be available for inspection by authorised persons between the hours of nine in the forenoon and five in the afternoon.

- If space is insufficient to record full terms of inserted/added by-laws on the face of this form, additional sheets should be annexed in the manner prescribed by regulation 25 of the Strata Titles Act Regulations, 1974.
- This instrument and the certificate of title for the common property should be lodged by hand at the lodgment counter in the Office of the Registrar General located on the second floor of the Centrepont Building, Market Street, Sydney and the prescribed fee paid.

STRATA PLAN No. 1742.



BALGOWLAH ROAD

SCALE 1:100

This is the plan referred to in Notice of Change of By Laws
made the 21st day of February 1978.

[Signature]
.....
Members of Council
S.P. 1742

LODGE WITH DEALING

[Signature]

97-15CB



CHANGE OF BY-LAW

Strata Titles Act 1973
Real Property Act 1900



U
174199 V

NOW BEING CP/SP1742

(A) COMMON PROPERTY
REFERENCE TO TITLE

VOLUME 8507 FOLIO 292

(B) LODGED BY

L.T.O. Box	Name, Address of DX and Telephone COLIN BARKER 12/78A BALLOWLAH RD BALLOWLAH 2093 REFERENCE (max 15 characters):	D. MADDOCK 6/78A BALLOWLAH RD BALLOWLAH	CB
------------	--	--	----

(C) THE PROPRIETORS of STRATA PLAN1742..... certify that pursuant to a resolution passed on 7/3/94 and in accordance with the provisions of section 58(2) of the Strata Titles Act 1973 / Order No. of the Supreme Court of New South Wales / Order No. of the Strata Titles Board, the by-laws are changed as follows:

(D) REPEALED BY-LAW No.
INSERTED/ADDED BY-LAW No. SPECIAL BY-LAW 2. as fully set out below.

THAT BALCONY WALLS, DOORS, AND WINDOWS BE
CLASSED AS COMMON PROPERTY AND THAT REPAIR
AND MAINTENANCE OF THEM WILL BE THE
RESPONSIBILITY OF THE BODY CORPORATE.

(E) The Common Seal of The Proprietors - Strata Plan No. 1742
was affixed on 10/4/94 in the presence of
Helen Marie Curzon
Signature of Witness
HELEN MARIE CURZON
Name of Witness - BLOCK LETTERS

being the person authorised by section 55 of the Strata Titles Act 1973 to attest the affixing of the seal.



INSTRUCTIONS FOR FILING OUT THIS FORM ARE GIVEN ON THE BACK

CHECKED BY (Office use only)

012

(F)

COUNCIL'S CERTIFICATE (s. 66(5))	
I certify that the Council of	has approved the change of by-laws set out herein.
DATE	
APPLICATION No.	Authorised Officer

INSTRUCTIONS FOR COMPLETION

1. This form must be completed clearly and legibly in permanent, dense, black or dark blue non-copying ink. If using a dot-matrix printer the print must be letter-quality.
2. Do not use an eraser or correction fluid to make alterations; rule through rejected material. Initial each alteration in the left-hand margin.
3. If the space provided at any point is insufficient you may annex additional pages. These must be the same size as the form; paper quality, colour, etc, should conform to the requirements set out in Land Titles Office Information Bulletin No. 19. The first and last pages must be signed by the person witnessing the affixing of the seal of the body corporate.
4. The following instructions relate to the marginal letters on the form.

(A) COMMON PROPERTY REFERENCE TO TITLE

Show the Reference to Title of the common property, for example "CP/SP12345" or "Volume 12345 Folio 111".

(B) LODGED BY

This section is to be completed by the person or firm lodging the dealing at the Land Titles Office.

(C) STRATA PLAN

Show the number of the Strata Plan, the date on which the resolution was passed, the relevant section of the Strata Titles Act 1973 and if appropriate the Supreme Court Order number. The following may be used as a guide:

A change of by-laws pursuant to section 58 (2) of the Act is one which does not create rights of exclusive use and enjoyment of, or special privileges in respect of, common property.

A change of by-laws pursuant to section 58 (1) of the Act is one which changes the terms of an order of a Strata Titles Board having the effect of a by-law and must accordingly be made pursuant to a unanimous resolution.

A change of by-laws pursuant to clause 15 of Schedule 4 of the Act is one which confirms rights of exclusive use and enjoyment of, or special privileges in respect of, common property where such rights were in existence (either pursuant to a resolution of the body corporate or a former by-law) prior to 1st July, 1974. The new by-law must indicate how it may be amended, added to or repealed.

Where the initial period has expired, a change of by-laws pursuant to section 58 (7) of the Strata Titles Act 1973 allows a body corporate, with the consent in writing of a proprietor and pursuant to a unanimous resolution, to make a by-law conferring on that proprietor the exclusive use and enjoyment of, or special privileges in respect of, common property, or by special resolution to make a by-law amending, adding to or repealing any by-law previously made under the subsection.

Where the initial period has not expired, a change of by-laws pursuant to section 58 (7) of the Strata Titles Act 1973 must be authorised by the Supreme Court of New South Wales or the Strata Titles Board; see section 66 (1). The Supreme Court or Strata Titles Board Order number must be shown at note (C).

A by-law made pursuant to sections 66(3) and 58(7) of the Strata Titles Act 1973, before the initial period has expired, confers a right to park a vehicle on part of the common property. This section only allows the addition of a by-law and the Council's Certificate must be completed.

The Registrar General does not require the lodgment of a plan for the purpose of the allocation of rights of exclusive enjoyment of, or special privileges in respect of, common property unless it is referred to as an annexure in the by-law, in which case the plan must comply with the appropriate Real Property Act Regulations.

(D) REPEALED/INSERTED/ADDED BY-LAW NUMBER

By-laws additional to those already operating should be numbered consecutively commencing with the number next after the number allotted to the last by-law. Amendment of a by-law is effected by fully repealing the existing by-law and substituting the new by-law in the terms required.

(E) EXECUTION

The common seal of the body corporate must be affixed in the presence of the person(s) authorised by section 55 of the Strata Titles Act 1973 to attest the affixing of the seal. Show the number of the Strata Plan and the date on which the common seal was affixed. The appropriate section should be completed by the attesting witness.

(F) COUNCIL'S CERTIFICATE

The Certificate must be completed when a by-law is made pursuant to sections 66(3) or 58(7) before the initial period has expired.

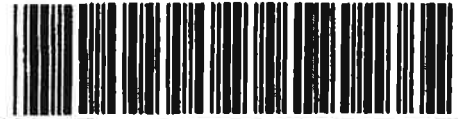
The completed dealing must be lodged by hand at the Land Titles Office, Queen's Square, Sydney (adjacent to the Hyde Park Barracks) and must be accompanied by the relevant Certificate of Title for the Common Property.

If you have any questions about filling out this form, please call (02) 228-6666 and ask for Customer Services Branch.

Form: 97-15CB
Licence: 10V/0779/97
Edition: 9907

CHANGE OF BY-LA'
New South Wales
Strata Schemes Management Act
Real Property Act 1900

6982105C



(A) **TORRENS TITLE** For the common property:
CP/SP 1742

(B) LOGGED BY	LTO Box	Name, Address or DX and Telephone	CODE
	38111	Strata Plan 1742 Mason & Brophy Strata Management P/L PO Box 567 DEE WHY NSW 2099 Reference (optional): Telephone: 9982 9422	CB

(C) The Owners-Strata Plan No 1742 certify that pursuant to a resolution passed on 14 March 2000 and in accordance with the provisions of—

- (D) • section 54 of the Community Land Management Act 1989
- section of the Strata Schemes (Freehold Development) Act 1973
- section 47 of the Strata Schemes Management Act 1996
- order No of the Strata Schemes Adjudicator
- order No of the Strata Schemes Board

the by-laws are changed as follows—

(E) Repealed by-law No
Added by-law No 20
Amended by-law No
as fully set out below:

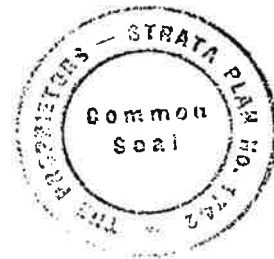
That the area at the north western corner of the building, designated as a laundry, is from the date of registration of this By-Law, to be used as a storeroom for the strata scheme.

(F) The common seal of the Owners-Strata Plan No 1742 was affixed on 14th JULY 2000 in the presence of—

Signature(s):

Name(s): PETER DALY

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



(G) **COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996**

I certify that Council has approved the change of by-laws set out herein.
Signature of authorised officer:

All handwriting must be in block capitals.
A set of notes on this form (97-15CB-2) is available from the Land Titles Office.



Form: 15CB
Release: 32

CHANGE OF BY-LAWS
New South Wales
Strata Schemes Management Act 1996
Real Property Act 1900

AI473544N

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	For the common property CP/SP1742	
(B) LODGED BY	Document Collection Box 381H	Name, Address or DX, Telephone, and Customer Account Number if any H926H 1232570
	Reference: AM-SP1742	CODE CB

- (C) The Owners-Strata Plan No. 1742 certify that pursuant to a resolution passed on 11 March 2014 and
(D) in accordance with the provisions of Section 47 of the Strata Schemes Management Act 1996 the by-laws are changed as follows—
(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special by-law 3
Amended by-law No. NOT APPLICABLE
as fully set out below:

The Owners Corporation Specially Resolve under Section 47 of the Strata Schemes Management Act 1996 to make an additional by-law in the following terms.
Special By-Law No. 3 Total Clean Air By-Law
1 An owner or occupier of a lot must not smoke or allow smoking in a lot or on the common property.
2 Without limiting paragraph 1, an owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not smoke in a lot or on the common property.
*See explanatory notes

Explanatory Notes

These notes form part of this by-law.
Where any of the by-law terms are defined in the Strata Schemes Management Act 1996 (Act), they will have the same meaning as those words are attributed under the Act.
o The singular includes the plural and vice versa.
o Words implying any gender encompass all genders, and
References to any statutory rule or regulation include any variation re-enactment or replacement of that statutory rule or regulation



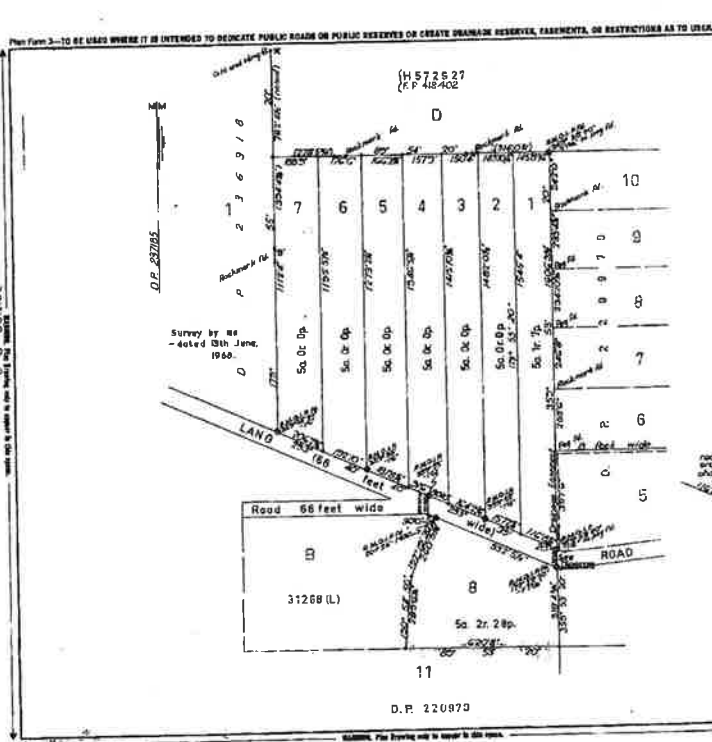
- (F) The common seal of the Owners-Strata Plan No. 1742 was affixed on 24th March 2014 in the presence of—

Signature(s): *[Handwritten Signature]*
Name(s): CHARLES MULLER

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

*v.h.
Rep 59*

Map: R260330 / DocID: DP 0237185 P / Rev: 11 - Jun-1992 / Sta: OK OK / Ert: 25-Sep-2014 08:13 / Pgt: ALL / Sg: 1 of 1
 Note: This document is a scanned copy of a document.



DP 237185

D.P. 237185

REGISTERED AND VALID

DATE OF REG. 11.10.1968

TA Type: SUBDIVISION

FROM: SUBDIVISION

APPLICANT: DAVID P.

LOT PLAN: P.P. 35754

NEW SUBDIVISION OF THE LAND COMPRISED IN C.T. VOL. 7038 FO. 32

Scale 200 feet to 1 inch

Shire: Roxburgh Hills
 County: Kentland
 Parish: Wilson
 Town: Cumberland

Declarer: Michael McCann
 Public Officer: David P.

It is intended to dedicate a public road.

Consent of the Council

CONVERSION TABLE ADDED BY THE SURVEYOR GENERAL'S DEPARTMENT

D.P. 237185

FEET	INCHES	METRES
1	0	0.305
1	6	0.406
2	0	0.610
2	6	0.660
3	0	0.914
3	6	0.965
4	0	1.219
4	6	1.270
5	0	1.524
5	6	1.575
6	0	1.829
6	6	1.880
7	0	2.134
7	6	2.185
8	0	2.438
8	6	2.489
9	0	2.743
9	6	2.794
10	0	3.048
10	6	3.099
11	0	3.353
11	6	3.404
12	0	3.658
12	6	3.709
13	0	3.963
13	6	4.014
14	0	4.268
14	6	4.319
15	0	4.573
15	6	4.624
16	0	4.878
16	6	4.929
17	0	5.183
17	6	5.234
18	0	5.438
18	6	5.489
19	0	5.693
19	6	5.744
20	0	5.948
20	6	6.000
21	0	6.204
21	6	6.255
22	0	6.409
22	6	6.460
23	0	6.714
23	6	6.765
24	0	6.970
24	6	7.021
25	0	7.276
25	6	7.327
26	0	7.531
26	6	7.582
27	0	7.787
27	6	7.838
28	0	8.043
28	6	8.094
29	0	8.299
29	6	8.350
30	0	8.505
30	6	8.556
31	0	8.811
31	6	8.862
32	0	9.017
32	6	9.068
33	0	9.272
33	6	9.323
34	0	9.528
34	6	9.579
35	0	9.784
35	6	9.835
36	0	10.040
36	6	10.091
37	0	10.296
37	6	10.347
38	0	10.502
38	6	10.553
39	0	10.808
39	6	10.859
40	0	11.114
40	6	11.165
41	0	11.370
41	6	11.421
42	0	11.626
42	6	11.677
43	0	11.883
43	6	11.934
44	0	12.139
44	6	12.190
45	0	12.395
45	6	12.446
46	0	12.652
46	6	12.702
47	0	12.908
47	6	12.758
48	0	13.014
48	6	13.014
49	0	13.270
49	6	13.070
50	0	13.326
50	6	13.076
51	0	13.582
51	6	13.132
52	0	13.638
52	6	13.138
53	0	13.894
53	6	13.194
54	0	14.000
54	6	13.194
55	0	14.256
55	6	13.250
56	0	14.312
56	6	13.256
57	0	14.568
57	6	13.312
58	0	14.624
58	6	13.318
59	0	14.880
59	6	13.374
60	0	14.936
60	6	13.380
61	0	15.192
61	6	13.436
62	0	15.248
62	6	13.442
63	0	15.504
63	6	13.498
64	0	15.560
64	6	13.504
65	0	15.816
65	6	13.560
66	0	15.872
66	6	13.566
67	0	16.128
67	6	13.622
68	0	16.184
68	6	13.628
69	0	16.440
69	6	13.684
70	0	16.496
70	6	13.690
71	0	16.752
71	6	13.746
72	0	16.808
72	6	13.752
73	0	17.064
73	6	13.808
74	0	17.120
74	6	13.814
75	0	17.376
75	6	13.870
76	0	17.432
76	6	13.876
77	0	17.688
77	6	13.932
78	0	17.744
78	6	13.938
79	0	18.000
79	6	13.994
80	0	18.056
80	6	13.994
81	0	18.312
81	6	14.050
82	0	18.368
82	6	14.056
83	0	18.624
83	6	14.112
84	0	18.680
84	6	14.118
85	0	18.936
85	6	14.174
86	0	18.992
86	6	14.180
87	0	19.248
87	6	14.236
88	0	19.304
88	6	14.242
89	0	19.560
89	6	14.298
90	0	19.616
90	6	14.304
91	0	19.872
91	6	14.360
92	0	19.928
92	6	14.366
93	0	20.184
93	6	14.422
94	0	20.240
94	6	14.428
95	0	20.496
95	6	14.484
96	0	20.552
96	6	14.490
97	0	20.808
97	6	14.546
98	0	20.864
98	6	14.552
99	0	21.120
99	6	14.608
100	0	21.176
100	6	14.614

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this register is a photographic reproduction of a document, issued as a document in my office 15th day of July, 1977

1

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? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)* :
 - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the 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 the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

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

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;

- (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) 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?
17. If a swimming pool is on the common property:
- (a) when did construction of the swimming pool commence?
- (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
- (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
- (d) are there any outstanding notices or orders?
18. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

19. 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 resumption or acquisition or proposed resumption or acquisition?
- (ii) 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.
- (iii) 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?
- (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
- (v) any realignment or proposed realignment of any road adjoining them?
- (vi) any contamination of them?

Owners corporation management

20. Has the initial period expired?
21. If the property includes a utility lot, please specify the restrictions.
22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

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

Requisitions and transfer

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

Planning Certificate Under Section 149

Of the Environmental Planning & Assessment Act 1979



Reference: SS

Date: 24/09/2014
Certificate No: 24298
Receipt No: 1066494
Fee Paid: \$53.00

149(2) Certificate

Trouncer & Associates
P.O. Box 4399
Thornleigh NSW 2120

Address: 9/78A Balgowlah Road BALGOWLAH 2093
Legal Description: LOT: 9 SP: 1742

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

1. Names of relevant planning instruments and DCPs

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

Manly Local Environmental Plan 2013(as amended)

SREP (Sydney Harbour Catchment) 2005 (Deemed SEPP)
SEPP 1 – Development Standards
SEPP 4 – Development without Consent and Miscellaneous Exempt and Complying Development
SEPP 6 – Number of Storeys in a Building
SEPP 19 – Bushland in Urban Areas
SEPP 21 – Caravan Parks
SEPP 22 – Shops and Commercial Premises
SEPP 30 – Intensive Agriculture
SEPP 32 – Urban Consolidation (Redevelopment of Urban Land)
SEPP 33 – Hazardous and Offensive Development
SEPP 50 – Canal Estate Development
SEPP 55 – Remediation of Land
SEPP 60 – Exempt and Complying Development
SEPP 64 – Advertising and Signage
SEPP 65 – Design Quality of Residential Flat Development
SEPP 70 – Affordable Housing (Revised Schemes)
SEPP 71 – Coastal Protection
SEPP (Building Sustainability Index: BASIX) 2004
SEPP (Seniors Living) 2004
SEPP (Major Development) 2005
SEPP (Mining, Petroleum Production and Extractive Industries) 2007
SEPP (Temporary Structures) 2007
SEPP (Infrastructure) 2007
SEPP (Exempt and Complying Development Codes) 2008
SEPP (Repeal of Concurrence and Referral Provisions) 2008
SEPP (Affordable Rental Housing) 2009

- (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):

Nil

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

Manly Development Control Plan 2013 Amendment 2

2. Zoning and land use under relevant LEPs

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):

- (a) According to **Manly Local Environmental Plan 2013**, this property lies within:

ZONE R1 GENERAL RESIDENTIAL

- (b) Land use for land within Zone R1 that can be carried out without development consent:

Home-based child care; Home occupations.

- (c) Land uses for land within Zone R1 that can be carried out only with development consent :

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

- (d) Land uses for land within Zone R1 that are prohibited:

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

- (e) Minimum Land Dimensions

Manly Local Environmental Plan 2013 contains no development standard applying to the land which fix 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 conservation area.

(h) Environmental Heritage Provisions according to Manly Local Environmental Plan 2013

The land is not a heritage Item, nor is there a heritage item situated on the land.

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

General Housing Code

Complying Development under the General Housing Code may be carried out.

Rural Housing Code

The Rural Housing Code does not apply to the land.

Housing Alterations Code

Complying Development under the Housing Alterations Code may be carried out.

General Development Code

Complying Development under the General Development Code may be carried out.

Demolition Code

Complying Development under the Demolition Code may be carried out.

Commercial and Industrial Alterations Code

Complying Development under the Commercial and Industrial Alterations Code may be carried out.

Commercial and Industrial (New Buildings and Additions) Code

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

The Subdivisions Code

Complying Development under the Subdivisions Code may be carried out.

Fire Safety Code

Complying Development under the Fire Safety Code may be carried out.

4. Coastal Protection

The land is not affected by the operation of Section 38 or 39 of the Coastal Protection Act 1979, to the extent that Council has been so notified by the Department of Services, Technology and Administration.

4A

(1) There is no order made under Part 4D of the Coastal Protection Act 1979 in relation to temporary coastal protection works on the land (or on public land adjacent to that land).

(2) The Council has not 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).

4B

No owner of the land (or any previous owner) 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).

5. Mine Subsidence

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

6. Road Widening and Road Realignment

(1) The land is not affected by any corner splay under Division 2 of Part 3 of the Roads Act 1993 or any environmental planning instrument or any resolution of Council.

(2) The land is not affected by any road widening or re-alignment proposal under Division 2 of Part 3 of the Roads Act 1993 or any environmental planning instrument or any resolution of Council.

7. Council and other Public Authority Policies on Hazard Risk Restrictions

(1) All of the land is affected by a policy regarding landslip. (See Manly Development Control Plan 2013 and Clause 6.8 – Manly Local Environmental Plan 2013)

(2) All of the Land is affected by a policy regarding Acid Sulfate Soils. (See Clause 6.1 - Manly Local Environmental Plan 2013).

(3) Council has adopted a contaminated land policy which may restrict the development of land. This policy is expressed to apply when zoning or land use changes are proposed on lands which are considered to be contaminated, or on lands which have been remediated for a specific use. However, from an administrative point of view the policy is currently no longer applied or implemented (and is treated by Council staff as being redundant). A new draft policy with respect to the same subject-matter is currently being prepared by Council staff but is yet to be presented to or adopted by Council.

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 subject to flood related development controls.

- (2) Development on the land or part of the land for any other purpose is subject to flood related development controls.

8. Land Reserved for Acquisition

No 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.

9. Contribution Plans

Manly Section 94 Contributions Plan 2004 applies to the land.

10. Biobanking Agreements

The Council has not been notified if the land is land to which a biobanking agreement relates under Part 7A of the Threatened Species Conservation Act 1995.

11. Bush Fire Prone Land

Some of the land is bush fire prone land.

12. Property Vegetation Plans

Not Applicable

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

The 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 no 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

There is no valid site compatibility certificate (senior housing), of which the Council is aware, in respect of proposed development on the land.

16. Site compatibility certificates for infrastructure

There is no valid site compatibility certificate (infrastructure), of which the Council is aware, in respect of proposed development on the land.

17. Site compatibility certificate and conditions for affordable rental housing

There is no valid site compatibility certificate (affordable rental housing), of which the Council is aware, in respect of proposed development on the land.

18. Paper subdivision information

There is no current paper subdivision, of which council is aware of, 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.

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 declared to be significantly contaminated land at the date when the certificate is issued,

No part of the land is declared to be significantly contaminated land as at the date of issue of this certificate.

- (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,

The land to which this certificate relates is not subject to a management order as at the date of issue of this certificate.

- (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,

The land to which this certificate relates is not the subject of an approved voluntary management proposal as at the date of issue of this certificate.

- (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,

The land to which this certificate relates is not subject to an ongoing maintenance order as at the date of issue of this certificate.

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

No copy of any site audit statement for the land to which the certificate relates has been provided at any time to Manly Council.

Henry T Wong
GENERAL MANAGER
per: 