

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 East Fax 9452 4555
 FRENCHS FOREST NSW 2086 Ref Gary Woodward

Co-agent Not Applicable

Vendor **JOHN MICHAEL NILAND and JAN CHRISTINE NILAND**

Vendor's Solicitor **GEOFF OSBORNE & ASSOCIATES** Phone 02 9948 9444
 Suite 6, 540 Sydney Road (PO Box 45), Seaforth 2092 Fax 02 9948 9298
 Ref GO:LS 11282

Completion date _____ day after the contract date (clause 15)

Land **2/16 CAREEBONG ROAD, FRENCHS FOREST**
 (Address, plan details Registered Plan: Lot 2 in Strata Plan 52884
 and title reference) Folio Identifier **2/SP52884** VACANT POSSESSION subject to existing tenancies

Improvements HOUSE garage carport home unit carspace none
 other: Townhouse

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: air conditioning, retractable awning

Exclusions 4 large pot plants

Purchaser

Purchaser's Solicitor Conveyancer Phone _____
 Fax _____
 Ref _____

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

Deposit to be invested NO yes

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

List of Documents

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

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	Mines 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 *servicing* a notice before completion; and
 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* -
 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
 20.2 Anything attached to this contract is part of this contract.
 20.3 An area, bearing or dimension in this contract is only approximate.
 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
 20.6 A document under or relating to this contract is -
 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
 20.6.2 served if it is served by the *party* or the *party's solicitor*;
 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
 20.6.5 served if it is sent by 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 *servicing* a transfer of itself implies acceptance of the *property* or the title.
 20.14 The details and information provided in this contract (for example, on 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

30. PROPERTY CONDITION

The Purchaser acknowledges that he is purchasing the property from the Vendor in its present condition and state of repair and as a result of his own inspection of the same and has not been induced into this Contract by any statement made or given by or on behalf of the Vendor and further that this Agreement is not subject to any warranty, conditions or representations other than as expressed in writing herein.

31. DEATH, BANKRUPTCY

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included herein should either party (or where a party consists of more than one person, any one of such persons) prior to the completion date:

- (1) die or become mentally ill (as defined in the Mental Health Act 1959) then the other party may at any time thereafter by notice in writing to the party so affected rescind this Contract in which event if that other party is not otherwise in default hereunder the provisions of clause 19 shall apply; or
- (2) being a natural person, have a bankruptcy petition presented against him or be declared bankrupt or enter into any scheme or make any assignment for the benefit of any creditors, then that party shall be in default hereunder and the other party may at any time thereafter terminate this Contract and exercise all or any of the rights available to that party including those conferred upon it by clause 9 hereof; or
- (3) being a company resolve to go into liquidation or have a petition for its winding up presented or enter into any scheme of arrangement or assignment for the benefit of its creditors under Part VIII of the Corporations Law or should any liquidator, receiver, receiver and manager, or official manager be appointed in respect of that party, then that party shall be deemed to be in default hereunder and the other party may at any time thereafter terminate this Contract and exercise all or any of the rights available to that party including those conferred upon it by clause 9 hereof.

32. NOTICE TO COMPLETE

Notwithstanding any rule of Law or Equity to the contrary IT IS EXPRESSLY AGREED between the Vendor and the Purchaser that should any event arise entitling either the Vendor or the Purchaser to issue a Notice to Complete on the other party then either the Vendor or the Purchaser shall be entitled to serve such a Notice on the other party requiring that other party to complete the Contract within a period of fourteen (14) days from and including the date of service thereby making time of the essence in this regard.

IT IS ACKNOWLEDGED by both parties that the period of fourteen (14) days shall be deemed to be a sufficient and reasonable period for insertion in such Notice.

33. DEPOSIT

The deposit payable on exchange of Contracts shall be paid to the Vendor's Agent herein named as stakeholder who shall invest such moneys in a Bank or Permanent Building Society in an account opened in the names of the Vendor's Agent on account of the Vendor and Purchaser with the interest accruing on investment to be equally divided between the Vendor and Purchaser on completion PROVIDED HOWEVER that if this Contract is duly terminated or rescinded then the defaulting party shall forfeit his, her or its share of the interest accrued.

Should either or both parties not provide their Tax File Numbers for the investment of deposit then the deposit may be invested by the Agent as stakeholder without the supplying of the parties' Tax File Numbers and the parties accept that Forty-eight and one quarter per cent (48.25%) of all interest earned on the deposit so invested will be deducted by the Bank or Permanent Building Society in accordance with current taxation laws and that the balance interest will then be divided between the parties as stated herein.

34. LIQUIDATED DAMAGES

If completion does not occur because of default of the Purchaser not caused by the Vendor by the date specified in this Agreement for completion then without affecting the Vendor's other remedies under this Contract consequent upon the Purchaser's default, the Purchaser agrees to pay on completion an amount equal to ten per cent (10%) per annum on the balance of purchase moneys outstanding during the period from the date for completion nominated in this Contract to the actual date of completion together with an amount of three hundred and thirty dollars (\$330.00) (inclusive of GST) to cover legal costs for the expenses incurred as a consequence of the delay by the Purchaser. These amounts are deemed to represent liquidated damages in that they are a genuine pre-estimate of the loss that will be caused to the Vendor for the delay in settlement from the date for completion as set out in the Contract to the actual date of completion.

35. ELECTRICITY COMMISSION

The Vendor expressly discloses and the Purchaser acknowledges that the land lies within an area over which the Electricity Commission of New South Wales holds a petroleum exploration licence for oil and gas. The Purchaser shall make no claim or requisition or delay completion by reason of such affectation, nor shall the Purchaser be entitled to rescind this Agreement on the basis of such affectation.

36. PURCHASER'S WARRANTY

The Purchaser warrants that he was not introduced to the Vendor or the property by any Real Estate Agent other than the Agent referred to in the Particulars hereof and the

Purchaser indemnifies the Vendor (and if more than one each of them) against any claim for commission which might be made by any agent resulting from an introduction forming a breach of such warranty and against all costs and expenses incidental to defending any such claim. It is agreed that these indemnities shall be continuing indemnities not merging on completion.

37. REGISTRATION

On completion the Purchaser must accept the Discharge, Withdrawal, Surrender or Removal of Restriction executed and in registrable form, of any registered encumbrance affecting the title, other than an encumbrance to which this Contract is subject, together with an allowance for the registration fee.

38. SECTION 149 CERTIFICATE

The Vendor discloses that SEPP28 has been repealed and that some provisions of SEPP25 and SREP12 that allowed subdivision of dual occupancies have been repealed and the attached Section 149 Certificate may be inaccurate in respect of these matters.

39. CONTRACT AMENDMENTS

This Contract is amended by:

- (1) the deletion of Clause 16.5;
- (2) the deletion of \$10.00 in Clause 16.8 and replaced with \$6.00; and
- (3) the deletion of Clause 6.2.

40. FIRB

The Purchaser warrants:

- (1) that if the Purchaser is a natural person he is ordinarily resident in Australia; and
- (2) whether the Purchaser is a natural person or a corporation that the Purchaser is not required to obtain approval from the Federal Treasurer under the Foreign Acquisitions and Takeovers Act, 1975 (Cth).

In the event that the Purchaser is required to apply to the Federal Treasurer for approval to acquire the subject property under the Foreign Acquisitions and Takeovers Act, 1975 (Cth), in breach of the warranty contained in this clause, the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence thereof. This warranty and indemnity shall not merge on completion.

41. SWIMMING POOL

The Purchaser agrees not to make any objection, requisition or claim for compensation in relation to the compliance or non-compliance of the swimming pool as it pertains to the Swimming Pools Act 1992 ("Act") or the Swimming Pools Amendment Act 2009 nor will the Purchaser require the Vendor to obtain a Certificate under Section 24 of the Act.

42. VENDOR'S RESCISSION RIGHT

Should the Purchaser become entitled to rescind this Contract for the breach of the warranty in Clause 1(d) of Schedule 3, Part 1 of the Conveyancing (Sale of Land) Regulations 2010, the Vendor shall also be entitled to rescind the Contract provided such right is exercised before the Purchaser has served his notice of rescission.

43. REQUISITIONS ON TITLE

Notwithstanding anything to the contrary contained in this agreement or implied, at common law, the Purchaser acknowledges that its right to raise requisitions on title in respect of this Agreement and the property the subject of this Agreement shall be limited to raising requisitions in the form annexed hereto and marked "B".

The Purchaser acknowledges that he shall have no right or entitlement to raise any further or other requisitions on title other than those in the form annexed hereto and marked "B".

44. SERVICE OF TRANSFER

It is an essential term of the Contract that, should the Vendor's Solicitor not receive the Transfer from the Purchaser's Solicitor prior to ten (10) days before the due date for completion, the Purchaser shall allow as an adjustment on settlement the sum of fifty-five dollars (\$55.00) (inclusive of GST) being the Vendor's Solicitor's expedition fees for arranging urgent execution of the Transfer.

45. PAYMENT OF PART DEPOSIT

In the event of the Vendor agreeing to accept an initial cash or cheque deposit of less than 10% of the purchase price on exchange of Contracts, the Purchaser agrees:

- (1) that in any event entitling the Vendor to terminate the Contract and/or keep or recover the deposit the Purchaser shall immediately upon demand by the Vendor pay a further amount to the deposit holder to increase the deposit to ten per cent (10%) of the purchase price;
- (2) that pursuant to Clause 9.1 the word "deposit" shall mean the initial deposit paid and the further deposit payable under sub-clause (1) above; and
- (3) that Clause 2.9 is amended by deleting the words "the parties equally" and inserting in lieu the words "the Vendor".

46. DEPOSIT BOND

- (1) This Clause 46 applies if the Purchaser provides to the Vendor on the date of this Contract, in lieu of payment of the deposit, a Bond which complies with the requirements of this Clause 46.
- (2) The word "Bond" means the Deposit Bond issued to the Vendor at the request of the Purchaser by a Financial Institution approved by the Vendor (Approved Institution) in a form and for an amount acceptable to the Vendor.
- (3) Subject to Clauses 46(4) and 46(5), the delivery of the Bond on exchange to the person nominated in this Contract to hold the deposit is taken to be payment of the deposit (to the extent of the amount of the Bond) in accordance with this Contract.
- (4) The Purchaser must pay the amount stipulated in the Bond to the Vendor in cash or by unendorsed Bank cheque on completion or at such other time as may be provided for the deposit to be accounted for to the Vendor.
- (5) If the Vendor serves on the Purchaser a written Notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the Approved Institution under the Bond, the Purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this Contract to hold the deposit.
- (6) A payment by the Approved Institution under the Bond is taken to be in satisfaction of the Purchaser's obligation to pay the deposit under Clause 46(5) to the extent of the payment but does not preclude the Vendor from exercising any other rights that the Vendor may have arising out of the Purchaser's default.
- (7) Despite any other provision of this Contract, if:
 - (a) the Bond has an expiry date; and
 - (b) completion does not occur at least twenty-one (21) days before the expiry date,
then no later than fourteen (14) days before the expiry date the Purchaser must either:
 - (c) provide to the Vendor a replacement Deposit Bond which must:
 - (i) be issued by a Financial Institution approved by the Vendor; and
 - (ii) be on the same terms and for the same amount as the Bond except that it must have no expiry date or if it has an expiry date that expiry date must not be less than six (6) months after the date of issue of the replacement Deposit Bond; or

(d) provide to the Vendor payment of the amount of the deposit.

(8) The parties agree that Clause 46(7) is an essential term of this Contract and default by the Purchaser under Clause 46(7) entitles the Vendor to immediately terminate this Contract without further notice to the Purchaser.

47. SETTLEMENT POSTPONEMENT

If the Purchaser fails to complete the purchase at the time appointed on the completion date, and it is necessary to re schedule a further appointment, then, in addition to the balance of the purchase price, the Purchaser must pay the Vendor on completion the sum of two hundred and twenty dollars (\$220.00) for each occasion on which the time for completion is postponed being costs (inclusive of GST) of the Vendor's Solicitors arising out of the failure by the Purchaser to complete the purchase by the appointed time on the completion date and/or the scheduled date for completion, as the case may be.

48. GUARANTEE

48.1 (name) of
(address) and
(name) of
(address)

are hereinafter referred to as the Guarantors in this special condition.

48.2 The Guarantors acknowledge incurring obligations and giving rights under this guarantee and indemnity for valuable consideration received from the Vendor.

48.3 The Guarantors unconditionally and irrevocably guarantee payment to the Vendor of the Guaranteed Money and performance by the Purchaser of all other obligations under this Contract.

48.4 If the Purchaser does not pay the Guaranteed Money on time and in accordance with the terms of this Contract, then the Guarantors agree to pay the Guaranteed Money to the Vendor on demand from the Vendor (whether or not demand has been made on the Purchaser). A demand may be made at any time and from time to time.

48.5 As a separate undertaking, the Guarantors indemnify the Vendor against all liability or loss arising from and any costs, charges or expenses incurred in connection with the Guaranteed Money not being recoverable from the Guarantors under Clauses 48.3 and 48.4 or from the Purchaser because of any circumstances whatsoever.

48.6 This guarantee and indemnity is a continuing security and extends to all of the Guaranteed Money and other money payable under this guarantee and indemnity. The Guarantors waive any right they have of first requiring the Vendor to proceed against or enforce any other right, power, remedy or security or claim payment from the Purchaser or any other person before claiming from the Guarantors under this guarantee and

indemnity.

- 48.7 The liabilities under this guarantee and indemnity of the Guarantors as Guarantors, principal debtors or indemnifiers and the rights of the Vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including, without limitation, one or more of the following:-
- a. the Vendor or another person granting time or other indulgence to, compounding or compromising with or releasing the Purchaser;
 - b. acquiescence, delay, acts, omissions or mistakes on the part of the Vendor; or
 - c. any variation or novation of a right of the vendor, or alteration of this Contract or a document, in respect of the Purchaser.
- 48.8 As long as the Guaranteed Money or other money payable under this guarantee and indemnity remains unpaid, the Guarantors may not, without the consent of the Vendor:
- (a) in reduction of their liability under this guarantee and indemnity raise a defence, set-off or counter claim available to itself or the Purchaser against the Vendor or claim a set-off or make a counter claim against the Vendor; or
 - (b) make a claim or enforce a right (including without limitation, a mortgage, charge or other encumbrance) against the Purchaser or its property; or
 - (c) prove in competition with the Vendor if a liquidator, provisional liquidator, official manager or trustee in bankruptcy is appointed in respect of the Purchaser or the Purchaser is otherwise unable to pay its debts when they fall due; or
 - (d) claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of a mortgage, charge, other encumbrance or guarantee held for the Guaranteed Money or other money payable under this guarantee and indemnity.
- 48.9 The Guarantors represent and warrant that their obligations under this guarantee and indemnity are valid and binding and that they do not enter into this guarantee and indemnity in the capacity of a trustee of any trust on settlement.
- 48.10 This Clause 48 is an essential term of this Contract.
- 48.11 For the purposes of this Special Condition “Guaranteed Money” means all amounts which at any time for any reason or circumstances are payable, are owing but not currently payable, are contingently owing or remain unpaid (or which are reasonably foreseeable as likely, after that time, to fall within any of those categories), by the Purchaser to the Vendor in connection with this Contract or any transaction contemplated by it, either at law, in equity, under statute or otherwise.

49. LAND TAX

Unless the purchaser serves the vendor with notice and a Section 47 Certificate at least fourteen (14) days prior to the completion date showing outstanding land tax payable on the property, the purchaser will not make any requisition under this Contract because at the time of completion there is land tax outstanding on the property and the purchaser will, at completion, accept the vendor's written undertaking to pay such land tax in a reasonable time following completion.

50. SECTION 109 CERTIFICATE

The Vendor discloses that the Owners of Strata Plan 52884 do not operate an administration fund nor a sinking fund, nor do they maintain a Strata Roll or hold meetings of any kind. Notwithstanding anything hereinbefore contained in this Contract, the Vendor will not be obliged to provide a Certificate under Section 109 of the Strata Schemes Management Act 1996 and apart from normal rate adjustments, the only adjustment to be made on settlement will be the relevant insurance premium paid on behalf of all lots. The Purchaser will not make any objection, requisition or claim for compensation in relation to the matters contained in this clause.

From Purchasers' Solicitor

To Vendors' Solicitor

Date.....

REQUISITIONS ON TITLE

2005 EDITION

RE: Purchase from

Property:

In these Requisitions:-

- (a) the terms "Vendor" and "Purchaser" should be read as expressing the appropriate number and gender including neuter gender.
- (b) "the Act" means the Strata Schemes Management Act 1996.
- (c) "amending Act" means the Strata Schemes Management Amendment Act 2004.
- (d) "common property" and "Lot" have the meanings ascribed to them by Section 5(1) of the Strata Titles (Freehold Developments) Act 1973.
- (e) "parcel" means land, improvements and fixtures.
- (f) "land" means the land only.
- (g) "improvements" means improvements and fixtures.
- (h) "clause" and "clauses" mean a clause or clauses in the 2005 Edition of the Contract for Sale of Land.

REQUISITIONS	REPLIES	RESPONSE
1. The Vendor must comply on completion with Clauses 15, 16.1, 16.3, 16.5, 16.12 and 17.1.		
2. The Vendor must comply before completion with any work order in accordance with Clauses 11.1 and 14.8.		
3. The Vendor must comply with Clauses 23.11, 23.13 and 23.18.1.		
4. Is there any pending litigation against the Vendor and/or in respect of the land or common property or lot? If so, please give full details.		
5. Has the Vendor been served with any notice, order or claim arising from any of the following statutes:- (a) Family Provision Act 1982 (NSW Statute)? (b) Property (Relationships) Act 1984 (NSW Statute)? (c) Family Law Act 1975 (Commonwealth Statute)? If so, please advise full details.		
6. If the Vendor has any liability in respect of fixtures and/or inclusions within the lot under any credit contract, hire-purchase agreement, bill of sale, leasing agreement, lien, charge or otherwise encumbered, the Vendor must satisfy any such liability on or before completion.		
7. If the Vendor is a company, are any of its officers aware of:- (a) a resolution having been passed to wind up the company? (b) a summons having been filed to wind up the company? (c) the appointment of a receiver over the company's assets and property? (d) an application having been made to the Australian Securities and Investments Commission under Section 573 of the Corporations Act 2001 to cancel the registration of the company? (e) any statutory demand having been served on the company pursuant to Section 459E(2) of the Corporations Act 2001? (f) the appointment of a voluntary administrator under Part 5.3A of the Corporations Act 2001?		

REQUISITIONS	REPLIES	RESPONSE
<p>8. If the sale of the property is subject to an existing tenancy:-</p> <p>(a) (If not already supplied) The Vendor should provide the Purchaser with a copy of the lease and advise the current rent and outgoings and the date to which they have been paid.</p> <p>(b) Has there been any breach of the lease in which case such breach must be remedied before completion.</p> <p>(c) Rent and outgoings should be apportioned in accordance with Clauses 14.1 and 14.2.</p> <p>(d) The lease (stamped) and, if necessary, registered should be handed over to the Purchaser on completion.</p> <p>(e) (If applicable) The Vendor must obtain the consent in writing of the mortgagee to the transfer of the lease to the Purchaser on and from completion.</p> <p>(f) The Vendor must comply with Clauses 24.3.2, 24.4.1, 24.4.3 and 24.4.4 on or before completion.</p>		
<p>9. If the lot is sold "off-the-plan":-</p> <p>(a) The Vendor must provide the Purchaser before completion with:-</p> <p>(i) an Occupation Certificate (or a copy) issued as required by Section 109M(1) of the Environmental Planning and Assessment Act 1979.</p> <p>(ii) a Certificate of Insurance (or a copy) as required by Section 92 of the Home Building Act 1989 at least 14 business days before completion.</p> <p>(iii) a. Building, Certificate (or a copy) in accordance with Section 149D of the Environmental Planning and Assessment Act 1979.</p> <p>(iv) evidence that a final Fire Safety Certificate has been issued for the building.</p> <p>(b) Has the Vendor complied fully with the local Council's Conditions of Development Consent in respect of the Strata Scheme Subdivision which created the Lot? If not, the Vendor should do so before completion or else provide the Purchaser with an Undertaking signed by the Vendor (or in the case of a company, signed by the Directors of that company under its common seal) to fully comply with such conditions within such period as the local Council specified.</p> <p>(c) Has the Builder complied with the sound insulation provisions contained in the Building Code of Australia which came into effect on 1 May 2004?</p> <p>(d) Has the owners corporation complied with its obligations relating to its sinking fund which were imposed on it by the amending Act?</p> <p>(e) The Vendor must comply with Clause 28 before completion.</p>		
<p>10. If the Vendor is an executor and/or trustee:-</p> <p>(a) The Vendor should be present at settlement to receive the amount payable to him and to give a trustee's receipt.</p> <p>(b) Alternatively, do you require payment of the amount payable to the Vendor to be made into an Estate bank account?</p> <p>(c) Alternatively, do you rely on Section 53 of the Trustee Act 1925? If so, please produce your written authority before settlement.</p> <p>(d) If applicable, Section 66B of the Conveyancing Act 1919 should be complied with.</p>		
<p>11. If the Transfer will be signed under Power of Attorney:-</p> <p>(a) Please produce before completion a copy of the registered Power of Attorney, and</p> <p>(b) Please provide written evidence of its non-revocation.</p>		
<p>12. Is the parcel situated within an aircraft flight path? If so, on what basis and what curfew applies?</p>		

REQUISITIONS	REPLIES	RESPONSE
13. Rates, taxes and levies must be adjusted in accordance with Clauses 14, 23.3 – 23.7 inclusive and the Vendor must comply with Clause 16.6.		
14. Is the lot or the building which contains the lot affected by the Rural Fires Act 1997? If so, is the land on which the building is erected a bushfire hazard or bushfire-prone land? If so, please give full details,		
15. Is the land on which the building is erected affected by the Contaminated Land Management Act 1997? If so, have any notices or orders been served on the owners corporation and have they been complied with?		
16. Are there any outstanding notices issued under:- (a) Section 121H of the Environmental Planning and Assessment Act 1979, and/or (b) Section 735 of the Local Government Act 1993 in relation to the lot? If so, the Vendor should fully comply with any such notices before completion. If such notices were served on the owners corporation, have they been complied with or when does the owners corporation intend to so comply?		
17. Is the Vendor aware of any notice or order having been served on the owners corporation by the local Council under Section 124 of the Local Government Act 1993, including a notice or order relating to fire safety? If so, does the Vendor know whether such notice or order has been fully complied with.		
18. (a) Has the owners corporation complied with the provisions of the Environmental Planning and Assessment Act 1979 and its 2000 Regulation relating to fire safety measures in the building? Is the assessment and certification of such essential fire safety measures carried out every 12 months as the Regulation requires, to the Vendor's knowledge? (b) Does the owners corporation submit to the local Council an annual fire safety statement and forward a copy to the NSW Fire Brigade, to the Vendor's knowledge? Can the Vendor provide documentary evidence of such compliance? (c) Have any fire safety measures been installed in the lot, for example, smoke detectors?		
19. Has the owners corporation complied with its obligations under the Occupational Health and Safety Act 2000 and Regulations, to the Vendor's knowledge?		
20. Are there any noise problems arising from occupation of the units comprised in the building? Have the proprietors complied with by-laws 1 and 14 of Schedule 1 to the Act? Is there any outstanding notice which relates to noise problems in the lot or in any adjoining lots?		
21. Has the Vendor received any notice from the owners corporation under Section 45 of the Act? If so, please advise details of such notice which should be complied with before completion.		
22. Has the owners corporation or the owner of any lot taken any action in relation to the common property under Section 65A of the amending Act? If so, please advise details.		
23. Has the owners corporation granted any licence under Section 65B of the amending Act? If so, please give details.		
24. Does the Vendor know whether there is any outstanding notice which was issued to the owners corporation under Section 65C of the amending Act? If so, please advise details.		
25. Have any orders been made by an Adjudicator under Division 11 of Chapter 5 of the Act, to the Vendor's knowledge? If so, please provide a copy of any such orders.		
25. (ii) The Vendor must ensure all mortgages, writs and caveats are removed from the subject title prior to completion or in the alternative the appropriate registrable forms to remove them, properly executed, must be tendered at completion		

REQUISITIONS	RELIES	RESPONSE
26. If a Swimming Pool is included in the parcel :- (a) Was its construction approved by the local Council? Please furnish a copy of such approval. (b) Have the requirements of the Swimming Pools Act 1992 and its Regulations (in particular as to access and fencing) been complied with?		
27. Has the Vendor or any predecessor in title been bankrupt or are there any pending bankruptcy proceedings against the Vendor?		
28. Is the Vendor aware of any building works having been done on the parcel to which the Building Services Corporation Act 1989 and/or the Home Building Act 1989 applies? If so, please provide evidence that such legislation has been complied with.		
29. Is the Vendor under a legal obligation to contribute to works already carried out or to be carried out in relation to the lot and/or parcel? (a) In the case of the lot, the Vendor should discharge such liability before completion or make an appropriate cash allowance on completion. (b) In the case of the parcel, the Vendor must comply with Clauses 23.5, 23.6 and 23.7.		
30. Does the Vendor know whether the provisions of the Local Government Act 1919 or the Local Government Act 1993, as the case may be, its ordinances and regulations relating to strata scheme subdivisions, buildings, alterations and additions have been complied with in relation to the parcel and lot?		
31. In relation to the by-laws of the Owners Corporation:- (a) Has the Owners Corporation resolved to make any changes to the statutory by-laws? If so, please advise details or provide a copy of any such changes. (b) Has the Vendor as at date of the contract complied with all by-laws applicable to the strata scheme? If not, Vendor should do so before completion.		
32. Is the "initial period" as defined in Part 1 of the Dictionary to the Act still in existence or has it expired? Has the Owners Corporation made a by-law under Section 56 of the Act? If so, please provide a copy.		
33. Is the Vendor aware of any breach of Section 117 of the Act? If so, please give details and advise whether the Owners Corporation has resolved or is proposing to take any action in respect of such breach.		
34. Is the Vendor aware of any outstanding notice issued by the local Council or any statutory authority to the Owners Corporation which it has not complied with? If so, please advise details or provide a copy of any such notice.		
35. What levies have been determined under Sections 76 and 78 of the Act? Please advise the date to which such levies have been paid.		
36. (If not already provided to the Purchaser). Please provide a copy of the Minutes of the last:- (a) Annual General Meeting of the Owners Corporation. (b) (If applicable) Extraordinary General Meeting of the Owners Corporation. (c) Meeting of the Executive Committee.		
37. The Purchaser reserves his contractual rights given by Clause 23.9 to rescind the contract, if any condition referred to in this clause arises before completion.		
38. The Vendor must provide at settlement a direction in accordance with Clause 20.5.		

DISCLAIMER

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LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 2/SP52884

SEARCH DATE	TIME	EDITION NO	DATE
6/5/2016	3:42 PM	3	16/8/2001

LAND

LOT 2 IN STRATA PLAN 52884
AT FRENCHS FOREST
LOCAL GOVERNMENT AREA WARRINGAH

FIRST SCHEDULE

JOHN MICHAEL NILAND
JAN CHRISTINE NILAND
AS JOINT TENANTS

(T 7861043)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP52884
- 2 SP52884 POSITIVE COVENANT

NOTATIONS

NOTE: THE CERTIFICATE OF TITLE FOR THIS FOLIO OF THE REGISTER DOES NOT INCLUDE SECURITY FEATURES INCLUDED ON COMPUTERISED CERTIFICATES OF TITLE ISSUED FROM 4TH JANUARY, 2004. IT IS RECOMMENDED THAT STRINGENT PROCESSES ARE ADOPTED IN VERIFYING THE IDENTITY OF THE PERSON(S) CLAIMING A RIGHT TO DEAL WITH THE LAND COMPRISED IN THIS FOLIO.

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP52884

SEARCH DATE	TIME	EDITION NO	DATE
6/5/2016	3:42 PM	1	8/7/1996

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 52884
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT FRENCHS FOREST
LOCAL GOVERNMENT AREA WARRINGAH
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP52884

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 52884
ADDRESS FOR SERVICE OF NOTICES:
16 CAREEBONG ROAD
FRENCHS FOREST 2086

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- * 2 ATTENTION IS DIRECTED TO BY-LAWS SET OUT IN SCHEDULE 1 STRATA SCHEMES MANAGEMENT ACT 1996
- 3 H404900 COVENANT

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100)

STRATA PLAN 52884

LOT	ENT	LOT	ENT
1	- 50	2	- 50

NOTATIONS

NOTE: THE CERTIFICATE OF TITLE FOR THIS FOLIO OF THE REGISTER DOES NOT INCLUDE SECURITY FEATURES INCLUDED ON COMPUTERISED CERTIFICATES OF TITLE ISSUED FROM 4TH JANUARY, 2004. IT IS RECOMMENDED THAT STRINGENT PROCESSES ARE ADOPTED IN VERIFYING THE IDENTITY OF THE PERSON(S) CLAIMING A RIGHT TO DEAL WITH THE LAND COMPRISED IN THIS FOLIO.

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

GO:LS 11282

PRINTED ON 6/5/2016

FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

<p>COUNCIL'S CERTIFICATE Warringham</p> <p>The Council of the Shire of Warringham has received the application for the registration of the Strata Plan and after due consideration of the application and the requirements of the Strata Titles Act 1993 and the approval of the proposed Strata Plan, the Council has resolved to register the Strata Plan and to issue this Certificate.</p> <p>The approved Strata Plan is shown in a section of the plan in the accompanying plan.</p> <p>Date: 26.6.96 Strata Plan No. 1502/96 Council Seal</p>	<p>SURVEYOR'S CERTIFICATE</p> <p>ANTHONY JOHN CAMPION, CIVIL ENGINEER, of 16 MAIN ST. BLACKTOWN - BLACKTOWN, is a duly registered surveyor under the Surveyors Act 1992, having qualified under the provisions of the Surveyors Act 1992, and has been approved by the Council of the Shire of Warringham as a surveyor for the purposes of the Strata Titles Act 1993.</p> <p>I, the undersigned, being a duly qualified and registered surveyor, have surveyed the land shown in the accompanying plan and have found that the same is in accordance with the requirements of the Strata Titles Act 1993 and the provisions of the Strata Plan.</p> <p>The survey information recorded in the accompanying section plan is correct and true.</p> <p>Date: 21st NOVEMBER, 1995</p> <p>Signature: [Signature] Name: ANTHONY JOHN CAMPION This is sheet 1 of my Plan in 2 sheets.</p>	<p>PLAN OF LOT 85 IN D P 29463</p> <p>L.G.A. : WARRINGHAM Municipality : WARRINGHAM Parish : MANLY COVE County : CLIMBERLAND Locality : FRENCH'S FOREST</p> <p>Reduction Ratio 1: 300</p> <p>Lengths are in metres</p> <p>Name of, and address for service of notices on, the body corporate: THE PROPRIETORS STRATA PLAN N° 52884 N° 16 CAREEBONG ROAD FRENCH'S FOREST NSW 2086</p>	<p>STRATA PLAN 52884</p> <p>Registered 8.7.1996 C.A. N° 1502/96 OF 25.6.1996 Purpose STRATA PLAN Ref. Map U 1860 - 44 Last Plan DP 29463</p>
<p>Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 7(3) OF THE STRATA TITLES ACT 1993 IT IS INTENDED TO CREATE:</p> <p>1. POSITIVE COVENANT</p> <p>[Signatures and Seals]</p>		<p>Plan Drawing only to appear in this space</p>	

Table of mm: 10, 20, 30, 40, 50, 60, 70, 80, 90, 100, 110, 120, 130, 140, 150, 160

SURVEYOR'S REFERENCE: 1838

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

(Sheet 1 of 3)
4

PART 1

PLAN: ^{SP} **52884**

Plan of subdivision of Lot 85
DP 29463 covered by Council Clerks
Certificate No. of

Full name and address of
Proprietor of Land:

**John Martin Goldrick
57 Chelmsford Avenue
LINDFIELD NSW**

1. Identity of Positive Covenant
secondly referred to in the
abovementioned plan Positive Covenant

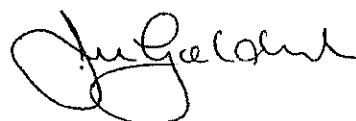
SCHEDULE OF LOTS AFFECTED

<u>Lots burdened</u>	<u>Lots, name of road or authority benefited</u>
1&2	Warringah Shire Council

PART 2

The registered proprietors covenant with the Warringah Council (Council) that they will maintain and repair the structure and works on the land in accordance with the following terms and conditions :

- i. The registered proprietor will:
 - (a) keep the structure and works clean and free from silt, rubbish and debris.
 - (b) maintain and repair at the sole expense of the registered proprietors the whole of the structure and works so that it functions in a safe and efficient manner
- ii. For the purpose of ensuring observance of the covenant the Council may by its servants or agents at any reasonable time of the day and upon giving to the person against whom the covenant is enforceable not less than two days notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of construction maintenance or repair of the structure and works on the land.
- iii. By written notice the Council may require the registered proprietors to attend to any matter and to carry out such work within such time as the Council may require to ensure the proper and efficient performance of the structure and works and to that extent section 88F (2) (a) of the Act is hereby agreed to be amended accordingly.



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

(Sheet 2 of 3)
4

PART 1

PLAN: SP52884

Plan of subdivision of Lot 85
DP 29463 covered by Council Clerks
Certificate No. of

Full name and address of
Proprietor of Land:

**John Martin Goldrick
57 Chelmsford Avenue
LINDFIELD NSW**

- iv. Pursuant to section 88F (3) of the Act the authority shall have the following additional powers pursuant to this covenant:
- i. In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council's set out above the Council or its authorised agents may enter the land with all necessary equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in iii hereof.
 - ii. The Council may recover from the registered proprietor in a Court of competent jurisdiction:
 - (a) Any expense reasonable incurred by it in exercising its powers under subparagraph hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work.
 - (b) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.



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

(Sheet ~~2~~ of ~~2~~)
3 4

PART 1

PLAN: SP52884 Plan of subdivision of Lot 85
DP 29463 covered by Council Clerks
Certificate No. of

Full name and address of
Proprietor of Land: **John Martin Goldrick
57 Chelmsford Avenue
LINDFIELD NSW**

This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E (5) of the Act.

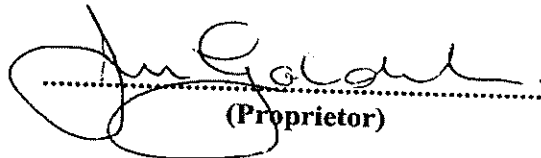
For the purposes of the covenant:

Structure and Works shall mean the on - site stormwater detention system constructed on the land as set out in the plan annexed hereto and marked with the letter " A " (or alternatively as detailed on the plans approved by Council No:) including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks , chambers , basins and surfaces designed to temporarily detain stormwater on the land.


the Act means the Conveyancing Act 1919.

Signed in my presence by

John Martin Goldrick

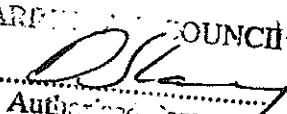

.....
(Proprietor)

who are personally known to me:


.....
(Witness)

David Carlson
.....
(Witness Name)

Approved by the Warringah Shire Council

WARRENGAH SHIRE COUNCIL:

.....
Authorised Person
(For General Manager)

ANNEXURE TO THE 88B INSTRUMENT

PAGE (4 of 4)

Signed in my presence by the Mortgagees Attorneys
who are personally known to me.

Signature *[Handwritten Signature]*
Name of Witness P. WOOD

Address of Witness: 4-16 Montgomery Street,
Kogarah

St. George Bank Limited A.C.N. 055 513 070
by its Attorneys under Power of Attorney

Registered Number 559 Book 3876

Signature *[Handwritten Signature]*
Name V. RING
Title SUPERVISOR

Signature *[Handwritten Signature]*
Name A. R. PRICE
Title MANAGER

REGISTERED  8/7/1996

[Handwritten Signature]

H 401900

No. _____ **LODGED BY H.D. MacLachlan Gbilton & Co,**
PARTIAL DISCHARGE OF MORTGAGE. Solicitors,
 (N.B.—Before execution read marginal note.) 16/20 Bridge Street,
SYDNEY.

I, _____ mortgagee under Mortgage No. BU 3883
 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.

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

Dated at _____ this _____ day of _____ 19 _____
 Signed in my presence by _____

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

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

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

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

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

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

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER <i>Subject to Covenant.</i>	DOCUMENTS LODGED HEREWITH. To be filled in by person lodging dealing.	
		1 _____	Received _____ Docs. Nos.
		2 _____	5 _____
		3 _____	6 _____
Checked by	Particulars entered in Register Book, Volume <u>2832</u> Folio <u>170</u>	RECEIVING CLERK.	
Passed (in S.D.B.) by	M.P.D.		
Signed by	the <u>10th</u> day of <u>April</u> 19 <u>06</u> at _____ _____ minutes past <u>9</u> o'clock in the _____ <i>Jaworski</i> Registrar-General		

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written ...	<i>[Signature]</i>	11/3/06
Draft examined	<i>[Signature]</i>	1/2/06
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engravers		
Cancellation Clerk		13/4/06
VOL. 1887	FOL. 18	

FEEES.

- The Fees, which are payable on lodgment, are as follows:—
- (a) £2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise £2 5s. 0d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
 - (b) A supplementary charge of 1s. is made in each of the following—
 - (i) where a restrictive covenant is imposed; or
 - (ii) a new easement is created; or
 - (iii) a partial discharge of mortgage is endorsed on the transfer.
 - (c) Where a new Certificate of Title must issue the scale charges are—
 - (i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;
 - (ii) £2 10s. 0d. for every Certificate of Title not exceeding 16 folios with one simple diagram;
 - (iii) as approved, where more than one simple diagram, or an extensive diagram will appear.
- Where the engrossing exceeds 15 folios, an amount of 5s. per folium, extra fee is payable.

H453944 to follow

"A"

H 404900

This is the annexure marked "A" referred to in the Memorandum of Transfer between Davis Estates Pty. Limited and Ronald Adrian Lobb, by direction of Bonne Posma.

and the Transferee so as to bind the land hereby transferred and all subsequent owners and occupiers thereof covenants with the Transferor as follows:-

1. That no fence shall be erected on the land hereby transferred to divide it from any adjoining land owned by the Transferor without the consent of the Transferor, but such consent shall not be withheld if such fence is erected without expense to the Transferor and in favour of any person dealing with the Transferee and his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.

2. That no advertisement board or sign shall be erected on the land hereby transferred nor shall there be erected on the said land any house or building used as an exhibition home or for advertising purposes.

IT IS HEREBY SORTED AND DECLARED THAT

1. The land to which the benefit of the above covenant is intended to be appurtenant is the whole of the land comprised in D.P. No. 29463 other than the land hereby transferred.

2. The land which is to be subject to the burden of the above Covenants is the land hereby transferred.

3. That notwithstanding the provisions of Clause 1 above the above Covenants or any of them may be released varied or modified as regards any part of the land comprised in D.P. No. 29463 by the said Davis Estates Pty. Limited during such time as it shall remain registered proprietor of any land in the said D.P. No. 29463 or by any person or persons to whom the said Davis Estates Pty. Limited shall assign this right in such manner as to it or them from time to time may seem proper and without obtaining the consent of any other person or persons whatsoever and upon the said Davis Estates Pty. Limited ceasing to be the registered proprietors of any land in the said D.P. No. 29463 the persons having the right to release vary or modify the above Covenants shall be the registered proprietors for the time being of the land expressed to have the benefit of the above Covenants.

THE COMMON SEAL of DAVIS ESTATES PTY. LIMITED was hereto affixed by the authority of a resolution of the Board of Directors in the presence of the undersigned, a Director of the said Company and also in the presence of:-

Bonne Posma SECRETARY

SIGNED in my presence by BONNE POSMA

who is personally known to me

Ronald Adrian Lobb

SIGNED in my presence by RONALD ADRIAN

LOBB who is personally known to me

Ronald Adrian Lobb

[Handwritten signature]

[Handwritten signature]

R. A. Lobb.

B



Date Printed: 06 May 2016

Certificate Number: ePLC2016/1595

InfoTrack

Applicant Reference: GO:LS 11282

DX 578

Receipt Number: 10526

SYDNEY

Property Address: 2/16 Careebong Road FRENCHS FOREST NSW 2086

Legal Description: Lot 2 SP 52884

Property ID: 147698

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

Warringah Local Environmental Plan 2011

See Attachment "A" for all other environmental planning instruments that apply to the carrying out of development on the land

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

a) Draft State Environmental Planning Policy (Competition) 2010

b) The following planning proposals may affect the land:

Date of Council Resolution	Outline of Planning Proposal	Land to which Planning Proposal applies
25 November 2014	Amends WLEP 2011 to: <ul style="list-style-type: none"> • Modify maximum building height controls over certain portions of the site • Introduce the flexibility to utilise Level 1 and Level 2 of the proposed development for residential purposes. • Increase the range of permissible commercial uses on the ground floor 	'Site B'; Howard Avenue Oaks Avenue and Pittwater Road as follows; 9 Howard Avenue Lot 7, DP 8172 11 Howard Avenue Lot 1, DP 209503 15 Howard Avenue Lot 1, DP 212382 17 Howard Avenue Lot 2, DP 212382 14 Oaks Avenue Lot A, DP 371110 16 Oaks Avenue Lot B, DP 371110 28 Oaks Avenue Lot 3, DP 212382 884 Pittwater Road Lot A, DP 339410 888 Pittwater Road Lot 11, DP 231418 890 Pittwater Road Lot 10, DP 231418 892 Pittwater Road Lot 1, DP 504212 894 Pittwater Road Lot A, DP 416469 896 Pittwater Road Lots 1 and 3, DP 307937



Date of Council Resolution	Outline of Planning Proposal	Land to which Planning Proposal applies
25 November 2014	Amends WLEP 2011 to: <ul style="list-style-type: none"> Permit secondary dwellings in the R2 Low Density Residential and R3 Medium Density Residential zones Increase the permitted floor area of secondary dwellings that are located within existing dwelling houses to 75 square metres. 	R2 Low Density Residential and R3 Medium Density Residential zones
22 March 2016	Amends WLEP 2011 to: <ul style="list-style-type: none"> Allow up to 14 attached dwellings with shared basement carparking structure Allow subdivision of the site into lots smaller than the minimum permitted lot size when subdivided in conjunction with a development of up to 14 attached dwellings 	184 Wyndora Avenue, Freshwater (Lot 1, Lot 2, Lot 33, Lot 34 and Lot 35, DP 7912)
25 March 2014 27 October 2015	Amends WLEP 2011 to rezone the identified subject sites and to reclassify one of the allotments to reflect and be compatible with the surrounding land use zones and management principles.	Darley Street and Starkey Street, Forestville (Lot 7084 in DP 93981, Lot 15 in DP 401139, Lot X & Y in DP 26598, 'the Centre' road reserve between Darley Street & Starkey Street and LOT 18 DP 30880).

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

Warringah Development Control Plan 2011

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

2. *Zoning and land use under relevant LEPs*

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

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

LEP - Land zoned R2 Low Density Residential

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

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

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

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

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

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



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

No

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

Reference should be made to the registers of critical habitat kept by the National Parks and Wildlife Service under the Threatened Species Conservation Act 1995 and the Department of Fisheries under the Fisheries Management Act 1994.

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

No

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

No

2.2 Draft Local Environmental Plan – if any

Please refer to the table in Question 1.2.

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

3. Complying development

(1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

4A. *Information relating to beaches and coasts*

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

No

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

No

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

No

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

Whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

No

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

No

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

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

No

(b) any environmental planning instrument

No

(c) any resolution of Council.

No



7. *Whether or not the land is affected by a policy that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulfate soils, or any other risk (other than flooding):-*
(a) as adopted by Council
No
(b) as adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in a planning certificate issued by the Council.
No
- 7A. *Flood related development controls information*
(a) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.
No
(b) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.
No
(c) Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.
8. *Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act.*
No
9. *The name of each contributions plan applying to the land*
Warringah Development Contributions Plan 2015 (adopted 23 June 2015 effective 1 July 2015). Please contact Council's Customer Service Counter for more information.
- 9A. *Is this land biodiversity certified land (within the meaning of Part 7AA of the Threatened Species Conservation Act 1995)?*
No
10. *Whether the land is land to which a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 relates (but only if council has been notified of the existence of the agreement by the Director –General of the Department of Environment and Climate Change and Water)?*
No
11. *Bush Fire Prone Land*
No
12. *Is the land subject to a property vegetation plan made under the Native Vegetation Act 2003?*
No
13. *Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if the Council has been notified of the order).*
No
14. *Is there a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect?*
No
15. *(a) Is there a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land?*



No

For what period is the certificate current?

not applicable

A copy of the site compatibility certificate may be obtained from the head office of the Department of Planning.

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

No

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

No

For what period is the certificate current?

not applicable

A copy of the site compatibility certificate may be obtained from the head office of the Department of Planning.

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

No

For what period is the certificate current?

Not Applicable

A copy of the site compatibility certificate may be obtained from the head office of the Department of Planning.

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

No

18. Paper subdivision information

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

Not applicable

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

Not applicable

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



19. Site verification certificates

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

No

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

Not applicable

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

Not applicable

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

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

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

No

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

No

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

No

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

No

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

No

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



Disclaimer

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

for Rik Hart
GENERAL MANAGER
WARRINGAH COUNCIL

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

Clause 1.1 of the Section 149(2) Certificate

SYDNEY REGIONAL ENVIRONMENTAL PLAN (Sydney Harbour Catchment) 2005 – Gazetted: 28.09.2005

The plan aims to establish a balance between promoting a prosperous working harbour, maintaining a healthy and sustainable waterway environment and promoting recreational access to the foreshore and waterways. It establishes planning principles and controls for the catchment as a whole.

STATE ENVIRONMENTAL PLANNING POLICY NO. 30 – Intensive Agriculture – Gazetted 08.12.1989. Amended 20.08.1993, 24.02.1995, 11.06.1999 and 04.08.2000

The SEPP introduces consistency in the control of cattle feed lots and piggeries throughout the State by ensuring development consent is required for all cattle feed lots and specifying the information to accompany such applications and the range of matters the consent authority must consider before granting consent.

STATE ENVIRONMENTAL PLANNING POLICY NO.32 –Urban Consolidation (Redevelopment of Urban Land) – Gazetted 15.11.1991

States the Government's intention to ensure that urban consolidation objectives are met in all urban areas throughout the State. The policy:

- Focuses on the redevelopment of urban land that is no longer required for the purposes it is currently zoned or used.
- Encourages local Councils to pursue their own urban consolidation strategies to help implement the aims and objectives of the policy.

Councils will continue to be responsible for the majority of rezoning. The policy sets out guidelines for the Minister to follow when considering whether to initiate a regional environmental plan (REP) to make particular sites available for consolidated urban development. Where a site is rezoned by an REP, the Minister will be the consent authority.

STATE ENVIRONMENTAL PLANNING POLICY NO.50 – Canal Estates – Gazetted 10.11.1997

Bans new canal estates from the date of gazettal, to ensure coastal and aquatic environments are not affected by these developments.

STATE ENVIRONMENTAL PLANNING POLICY NO. 55 – Remediation of Land - Gazetted 28.08.1998

Aims to promote the remediation of contaminated land for the purpose of reducing the risk of harm to human health or any other aspect of the environment. The policy applies to the whole state, to ensure that remediation is permissible development and is always carried out to a high standard. It specifies when consent is required for remediation and lists considerations that are relevant when rezoning land and determining development applications.

STATE ENVIRONMENTAL PLANNING POLICY NO. 62 – Sustainable Aquaculture -Gazetted: 01.10.2000.

The plan aims to encourage sustainable aquaculture throughout New South Wales by:

- Making aquaculture permissible under certain zones under the Standard Instrument,
- Setting minimum performance criteria for aquaculture development, and
- Establishing a graduated environmental assessment regime for aquaculture development.

STATE ENVIRONMENTAL PLANNING POLICY NO. 64 – ADVERTISING AND SIGNAGE - Gazetted 16.03.2001

Aims to ensure that outdoor advertising is compatible with the desired amenity and visual character of an area, provides effective communication in suitable locations and is of high quality design and finish. The SEPP was amended in August 2007 to permit and regulate outdoor advertising in transport corridors (e.g. freeways, tollways and rail corridors). The amended SEPP also aims to ensure that public benefits may be derived from advertising along and adjacent to transport corridors. Transport Corridor Outdoor Advertising and Signage Guidelines (DOP July 2007) provides information on design criteria, road safety and public benefit requirements for SEPP 64 development applications.

STATE ENVIRONMENTAL PLANNING POLICY NO. 65 – Design Quality of Residential Flat Development - Gazetted 26.07.2002. Aims to improve the design quality of residential flat development in New South Wales.

STATE ENVIRONMENTAL PLANNING POLICY NO. 71 - Coastal Protection - Gazetted 01.11.2002 (and in force in Warringah from 18.11.2005) Aims to protect and manage the natural, cultural, recreational and economic attributes of the New South Wales coast. The policy identifies sensitive coastal locations and sets down additional planning criteria to be considered in these areas.

STATE ENVIRONMENTAL PLANNING POLICY (Housing for Seniors or People with a Disability) 2004 - Gazetted 31.03.2004; Repealed by SEPP (Seniors Living) Housing for Seniors or People with a Disability) 2004 and effective 12.10.07.

Aims to encourage the provision of housing (including residential care facilities) that will:

- (a) Increase the supply and diversity of residences that meet the needs of seniors or people with a disability, and
- (b) Make efficient use of existing infrastructure and services, and
- (c) Be of good design.

STATE ENVIRONMENTAL PLANNING POLICY (Building Sustainability Index: BASIX) 2004 - Gazetted 25.06.2004.

The aim of the policy is to encourage sustainable residential development (*the BASIX scheme*), specifically to achieve a reduction in the consumption of water and reduction in energy use leading to less green house gas emissions.

STATE ENVIRONMENTAL PLANNING POLICY (Sydney Metropolitan Water Supply) 2004 - Gazetted 24.12.2004. The aims of the policy are to facilitate development for water supply infrastructure to enable deep water extraction from dams, and to facilitate investigation into the availability of groundwater to augment water supply to the Sydney metropolitan area (including the carrying out of exploratory drilling).

STATE ENVIRONMENTAL PLANNING POLICY (Temporary Structures and Places of Public Entertainment) 2007 – Gazetted 28.09.2007, effective 26.10.07. Provides for the erection of temporary structures and the use of places of public entertainment while protecting public safety and local amenity. The SEPP supports the transfer of the regulation of places of public entertainment and temporary structures (such as tents, marquees and booths) from the Local Government Act 1993 to the Environmental Planning and Assessment Act 1979.

Aims to ensure the provision of safety measures for uses of temporary structures or POPE, to encourage the protection of the environment at these locations, and to specify circumstances under which these structures and uses can be considered exempt or complying development. Also aims to promote job creation and increase access for places of public entertainment.

STATE ENVIRONMENTAL PLANNING POLICY (MAJOR PROJECTS) 2005

Gazetted: 01.08.05. Formerly known as State Environmental Planning Policy (State Significant Development) 2005. Defines certain developments that are major projects under Part 3A of the Environmental Planning and Assessment Act 1979 and determined by the Minister for Planning. The SEPP also lists State significant sites. The policy repeals SEPP 34 and SEPP 38, as well as provisions in numerous other planning instruments, declarations and directions.

STATE ENVIRONMENTAL PLANNING POLICY (Sydney Region Growth Centres) 2006

Gazetted: 28.07.06. Abstract: Provides for the coordinated release of land for residential, employment and other urban development in the North West and South West growth centres of the Sydney Region (in conjunction with Environmental Planning and Assessment Regulation relating to precinct planning).

STATE ENVIRONMENTAL PLANNING POLICY (INFRASTRUCTURE) 2007

Gazetted: 21 December 2007; Commenced: 1 January 2008. Facilitates the delivery of public infrastructure and provision of services across the State by providing a consistent planning regime for this purpose; greater flexibility of location of infrastructure and provisions for development, redevelopment and disposal of surplus government owned land.

STATE ENVIRONMENTAL PLANNING POLICY (REPEAL OF CONCURRENCE AND REFERRAL PROVISIONS) 2008

Gazetted: 12.12.2008; Commencement: 15.12.2008. The SEPP aims to improve efficiency in the planning system by removing duplicative or unnecessary requirements in environmental planning instruments (EPIs) to consult with State agencies (government departments) on planning decisions.

STATE ENVIRONMENTAL PLANNING POLICY (EXEMPT AND COMPLYING DEVELOPMENT CODES) 2008

Gazetted: 12.12.2008 – Commenced 27.02.2009

Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, types of complying development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

STATE ENVIRONMENTAL PLANNING POLICY (AFFORDABLE RENTAL HOUSING) 2009

Published: 31.07.2009; Commencement 31.07.2009. The policy aims to better encourage home owners, social housing providers and developers to invest and create new affordable rental housing to meet the needs of our growing population and existing residents.

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone R2 Low Density Residential

1 Objectives of zone

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

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

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

4 Prohibited

Any development not specified in item 2 or 3

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

SEWERAGE SERVICE DIAGRAM

SCANLAN

Municipality of *Warringa h*

No. *530607*

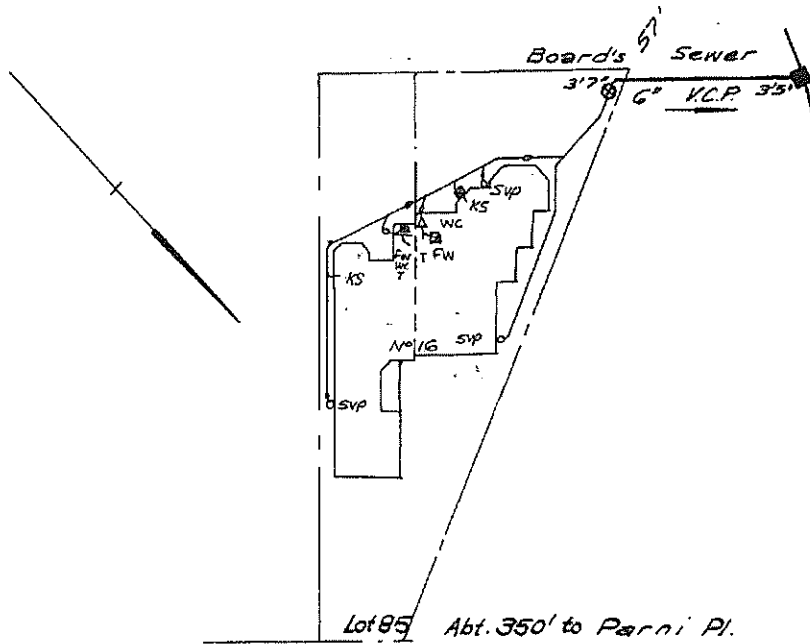
SYMBOLS AND ABBREVIATIONS

- | | | | |
|--|--|-------------------|--------------------------|
| <input type="checkbox"/> Boundary Trap | <input type="checkbox"/> R.V. Reflex Valve | I.P. Induct Pipe | Bsn. Basin |
| <input type="checkbox"/> Pit | — Cleaning Eye | M.F. Mica Flap | Shr. Shower |
| <input type="checkbox"/> G.I. Grease Interceptor | ○ Vert. Vertical Pipe | T. Tube | W.I.P. Wrought Iron Pipe |
| <input type="checkbox"/> Gully | ○ V.P. Vent. Pipe | K.S. Kitchen Sink | C.I.P. Cast Iron Pipe |
| <input type="checkbox"/> P.T. P. Trap | ○ S.V.P. Soil Vent. Pipe | W.C. Water Closet | F. W. Floor Waste |
| <input type="checkbox"/> R.S. Reflex Sink | D.C.C. Down Cast Cowl | B.W. Bath Waste | W.M. Washing Machine |

Scale: 40 Feet To An Inch

SEWER AVAILABLE

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



CAREN BONG RD.

88-25779 1473 182
 RATE No. _____ W.C.s. / U.C.s. _____ 19__
 SHEET No. 9940

DRAINAGE			PLUMBING	
W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by
Bth.	Examined by	Inspector	Date	Inspector
Shr.			Outfall. <i>NS</i> <i>HL</i>	
Bsn.	Chief Inspector	Date	Drainer	<i>545'653</i>
K.S.			Plumber	
T.			Boundary Trap	<i>1173 150</i>
Pig.				
Dce. Int.				

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