

Contract for the sale of land – 2005 edition

| TERM | MEANING OF TERM |
|---|---|
| Vendor's agent | DRAKE REAL ESTATE Shop 2/18-20 Waterloo Street, Narrabeen, NSW 2101 Tel: 9913 3733 Fax: 9970 7550 Ref: John Drake |
| Vendor | MARK DAVID SMITH & TRACEY LEE SMITH 1 WAKOOKA AVENUE, ELANORA HEIGHTS NSW 2101 |
| Vendor's Solicitor | STEPHEN A SMITH 40 Myola Road, Newport Beach NSW 2106. Contact: Stephen Smith Tel: 02 99799915 Email: stephensmith1000@gmail.com |
| Completion date | 42nd after the contract date (clause 15) |
| Land | 1 WAKOOKA AVENUE, ELANORA HEIGHTS, NSW 2101 |
| (Address, plan details and title reference) | Lot 117 in Deposited Plan 222971 Folio Identifier 117/222971 |

Improvements ☒ VACANT POSSESSION ☐ subject to existing tenancies
☒ HOUSE ☐ garage ☒ carport ☐ home unit ☐ carspace ☐ none
☐ other:
Attached copies ☒ Documents in the List of Documents as marked or as numbered: -
☐ Other documents:

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

| | | | | |
|-----------------------|---|---|--|--|
| Inclusions | <input type="checkbox"/> blinds | <input type="checkbox"/> curtains | <input type="checkbox"/> insect screens | <input checked="" type="checkbox"/> stove |
| | <input type="checkbox"/> built-in wardrobes | <input type="checkbox"/> dishwasher | <input checked="" type="checkbox"/> light fittings | <input type="checkbox"/> pool equipment |
| | <input type="checkbox"/> clothes dryer | <input checked="" type="checkbox"/> fixed floor coverings | <input type="checkbox"/> range hood | <input type="checkbox"/> TV antenna |
| | <input type="checkbox"/> | | | |
| Exclusions | | | | |
| Purchaser | | | | |
| Purchaser's solicitor | | | | |
| Price | \$ | | | (10% of the price, unless otherwise stated) |
| Deposit | \$ | | | |
| Balance | \$ | | | |
| Contract date | | | | (if not stated, the date this contract was made) |

Vendor _____ Witness _____

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

Purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares _____ Witness _____

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

| | | | |
|---|--|---|---|
| Vendor duty is payable | <input type="checkbox"/> NO | <input type="checkbox"/> yes in full | <input type="checkbox"/> yes to an extent |
| Deposit can be used to pay vendor duty | <input type="checkbox"/> NO | <input type="checkbox"/> yes | |
| Land tax is adjustable | <input checked="" type="checkbox"/> NO | <input checked="" type="checkbox"/> yes | |
| GST: Taxable supply | <input type="checkbox"/> NO | <input type="checkbox"/> yes in full | <input type="checkbox"/> yes to an extent |
| Margin scheme will be used in making the taxable supply | <input type="checkbox"/> NO | <input type="checkbox"/> 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

| General | Strata or community title (clause 23 of the contract) |
|--|--|
| <input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979) <input type="checkbox"/> 7 section 149(5) information included in that certificate <input checked="" type="checkbox"/> 8 sewerage connections diagram <input type="checkbox"/> 9 sewer mains diagram <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 section 88G certificate (positive covenant) <input type="checkbox"/> 12 survey report <input type="checkbox"/> 13 section 317A certificate (certificate of compliance) <input type="checkbox"/> 14 building certificate given under <i>legislation</i> <input type="checkbox"/> 15 insurance certificate (Home Building Act 1989) <input type="checkbox"/> 16 brochure or note (Home Building Act 1989) <input type="checkbox"/> 17 section 24 certificate (Swimming Pools Act 1982) <input type="checkbox"/> 18 lease (with every relevant memorandum or variation) <input type="checkbox"/> 19 other document relevant to tenancies <input type="checkbox"/> 20 old system document <input type="checkbox"/> 21 Crown tenure card <input type="checkbox"/> 22 Crown purchase statement of account <input type="checkbox"/> 23 Statutory declaration regarding <i>vendor duty</i> | <input type="checkbox"/> 24 property certificate for strata common property <input type="checkbox"/> 25 plan creating strata common property <input type="checkbox"/> 26 strata by-laws not set out in <i>legislation</i> <input type="checkbox"/> 27 strata development contract or statement <input type="checkbox"/> 28 strata management statement <input type="checkbox"/> 29 leasehold strata - lease of lot and common property <input type="checkbox"/> 30 property certificate for neighbourhood property <input type="checkbox"/> 31 plan creating neighbourhood property <input type="checkbox"/> 32 neighbourhood development contract <input type="checkbox"/> 33 neighbourhood management statement <input type="checkbox"/> 34 property certificate for precinct property <input type="checkbox"/> 35 plan creating precinct property <input type="checkbox"/> 36 precinct development contract <input type="checkbox"/> 37 precinct management statement <input type="checkbox"/> 38 property certificate for community property <input type="checkbox"/> 39 plan creating community property <input type="checkbox"/> 40 community development contract <input type="checkbox"/> 41 community management statement <input type="checkbox"/> 42 document disclosing a change of by-laws <input type="checkbox"/> 43 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 44 document disclosing a change in boundaries <input type="checkbox"/> 45 certificate under Management Act – section 109 (Strata Schemes) or section 26 (Community Land) |

WARNINGS

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

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

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

DISPUTES

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

AUCTIONS

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

WARNING SWIMMING POOLS

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

WARNING SMOKE ALARMS

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Payment of vendor duty out of the deposit

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

4 Transfer

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

5 Requisitions

- If the purchaser is or becomes entitled to make a *requisition*, the purchaser can make it only by *serving* 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 *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion -

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay -

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed -

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held; 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 *serving* a notice. After the *termination* the vendor can -

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause-

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either -

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover -

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of -

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;

10.1.6 a condition, exception, reservation or restriction in a Crown grant;

10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;

10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or

10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage or writ).

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant -
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for -
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act*.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment, pay an expense of another party or pay an amount payable by or to a third party (for example, under clauses 14 or 20.7) -
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the amount; but
- 13.3.2 if this contract says this sale is a taxable supply, and payment would entitle the *party* to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern -
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the completion date, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows:
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 If the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the parties agree that the margin scheme is to apply to the sale of the property.
- 13.7 If this contract says the sale is not a taxable supply -
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of -
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if -
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent -
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

14 Adjustments

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

15 Completion date

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

16 Completion

• Vendor

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

• Purchaser

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

• Place for completion

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

17 Possession

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

- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion -
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion -
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor -
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate mentioned in Schedule J of the Supreme Court Rules 1970.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right -
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 In spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* -
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is -
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by fax to the *party's solicitor*, unless it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay -
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, and 17 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* includes a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on page 1) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clause 2 (deposit).
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract -
- 'change', in relation to a scheme, means -
 - a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 'common property' includes association property for the scheme or any higher scheme;
 - 'contribution' includes an amount payable under a by-law;
 - 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 'the property' includes any interest in common property for the scheme associated with the lot;
 - 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are normal expenses, due to fair wear and tear, disclosed in this contract or covered by moneys held in the sinking fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- 23.5 The *parties* must adjust under clause 14.1 -
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract -
- 23.6.1 the vendor is liable for it if it was levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
 - 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
 - 23.6.3 the purchaser is liable for all other contributions levied after the *contract date*.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of -
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
 - 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
 - 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if -
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
 - 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme -
 - a proportional unit entitlement for the lot is not disclosed in this contract; or
 - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; or
 - 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* a certificate under section 109 Strata Schemes Management Act 1996 or section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the completion date.

- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision.
- 23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.17 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- 23.18 If a general meeting of the owners corporation is convened before completion -
- 23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.18.2 the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* -
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion -
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if -
- any of Parts 2 to 7 of the Retail Leases Act 1994 applies to the tenancy, unless this contract discloses that the tenancy commenced on or after 1 August 1994;
 - a disclosure statement required by the Act was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Act.
- 24.4 If the *property* is subject to a tenancy on completion -
- 24.4.1 the vendor must allow or transfer -
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose;
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose; and
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser -
- a proper notice of the transfer addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given to the tenant under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 24.5 Rights under this clause continue after completion, whether or not other rights continue.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) -
 25.1.1 is under qualified, limited or old system title; or
 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document -
 25.4.1 shows its date, general nature, names of parties and any registration number; and
 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title -
 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 25.5.3 *normally*, need not include a Crown grant; and
 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title -
 25.6.1 in this contract 'transfer' means conveyance;
 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title -
 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused -
 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The completion date becomes the later of the completion date and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

- 28.3 If the plan is not registered *within* that time and in that manner -
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2.
- 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The completion date becomes the later of the completion date and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to a plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening -
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party serves* notice of the refusal;
- 29.7.3 the completion date becomes the later of the completion date and 21 days after the earliest of -
- either *party serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision;
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening -
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the completion date becomes the later of the completion date and 21 days after either *party serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

**THIS AND THE FOLLOWING PAGES ARE THE SPECIAL CONDITIONS REFERRED TO
IN THE AGREEMENT FOR SALE OF LAND**

AND:

DATED: this day of 2015

In the event of either party to this Agreement failing to complete within the time that the other party is entitled to call for completion pursuant to the terms hereof, the party ready to complete shall be entitled any time thereafter to serve upon the other party or his solicitors a Notice to Complete requiring completion within fourteen (14) days from the date of service of such notice and for the purpose of this Agreement such notice shall be deemed to be sufficient both at law and in equity to make time of the essence of the Agreement provided that nothing herein contained shall affect the time at which or the circumstances in which a party shall be entitled to issue a Notice to Complete.

The Purchaser acknowledges that he is purchasing the property:

- (a) in its present condition and state of repair;
- (b) subject to all defects latent or patent;
- (c) subject to any infestations and dilapidations;
- (d) subject to all existing services; and
- (e) as a result of his own enquiries and inspections and not as a result of any representations made by or on behalf of the Vendor.

The Purchaser shall not make any objection requisition or claim for compensation arising out of any of the matters referred to in this Clause.

The Purchaser shall take title subject to all existing water, sewerage, drainage, gas, electrical and other mains and service connections, pipes or distributors installed within the land hereby agreed to be sold whether or not connected to any improvements erected on the property and the Purchaser shall not make any objection, requisition or claim for compensation nor be entitled to rescind or fail to complete this Agreement by reason of any such installations as aforesaid and the Purchaser shall be deemed to have satisfied himself as to the position and nature of such installations by virtue of having signed this Agreement.

4. PAYMENT OF INTEREST BY PURCHASER

Notwithstanding anything herein contained if the Purchaser fails to complete this Agreement in accordance with the terms hereof by the date referred to in this Contract otherwise than through any default on the part of the Vendor then the Purchaser agrees to pay on completion, in addition to the purchase price and any other moneys payable hereunder:

- (a) interest on the unpaid balance of the purchase price at the rate of ten per centum (10%) per annum calculated on a daily basis from the date stipulated for completion to the actual date of completion; and
- (b) the sum of two hundred and twenty dollars (\$220.00) inclusive of GST as a genuine pre-estimate of additional legal and other expenses incurred as a consequence of the purchaser's delay.

5. EXCLUSION OF WARRANTIES

It is hereby agreed that there are no conditions, warranties or other terms affecting the sale other than those embodied herein and this Agreement contains the whole of the Agreement between the Vendor and the Purchaser and the Purchaser shall not be entitled to rely on any representation however made by the Vendor or his agent except such as are made conditions of this Agreement.

6. NOTIFICATIONS

The property agreed to be sold is subject to all notifications and encumbrances (other than any mortgage or caveat) discoverable upon search.

7. TRANSFER OF TITLE

The Vendor's obligation to transfer title under this Agreement shall be interdependent with the payment of any moneys under this Agreement (including interest for late completion and any fee payable in respect of the Purchaser obtaining early possession of the property) and non-payment of any part of such moneys shall constitute a breach of an essential term of this Agreement.

8. AGENT

The Purchaser warrants to the Vendor that no real estate agent (other than the agent disclosed herein) or other third party has introduced the Purchaser to the subject property under circumstances in which any real estate agent or other third party has or may appear to have a claim against the Vendor for commission or any other similar charge arising from this sale. The Purchaser indemnifies the Vendor against all such claims which may at any time in the future be brought by any agent or third party against the Vendor. This clause shall not merge on completion.

9 AMENDMENTS TO THE PRINTED FORM

- (a) clause 7.1.1 is deleted;
- (b) clause 16.5 is amended by deleting the words "plus another 20% of that fee" at the end of that clause,
- (c) clause 16.6 is amended by adding the following words: "Provided such certificate is served more than seven clear working days prior to settlement".
- (d) Clause 16.8 is deleted.

10. DEATH AND BANKRUPTCY

Without in any manner negating limiting or restricting any rights or remedies which would have been available to either party at law had this special condition not been included herein:-

- (a) If either party, being a corporation, prior to completion resolves to go into liquidation, enter into an arrangement with creditors or should any liquidator be appointed to that party; or
- (b) If either party, being a natural person, shall die or become mentally ill or have a bankruptcy petition presented against him or be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors;

then the other party may serve a notice to complete on the said party or their solicitors requiring completion in twenty eight (28) days and in the event the party receiving such notice fails to complete within the said twenty eight (28) days then the party issuing the notice shall be entitled to rescind this agreement whereupon the provisions of clause 19 shall apply.

11. RELEASE OF DEPOSIT TO VENDOR

If requested to do so by the Vendor, the Purchaser will authorise the deposit holder to pay the deposit to such person or entity as the Vendor directs provided that:

- (a) The Vendor is not entitled to give any such direction until after the expiry of any cooling off period;
- (b) Until Completion the deposit does not belong to the Vendor;
- (c) The deposit must be used by the Vendor only as a deposit and/or stamp duty on the purchase of real estate and the Vendor may direct payment of the deposit only to the trust account of the stakeholder in that purchase contract which may be invested in accordance with Clause 3, and/or the Office of State Revenue,
- (d) The Vendor must not authorise the release of the deposit to the Vendor in the Vendor's purchase contract.

12. WATER AND SEWER USAGE CHARGES

On completion, the vendor will allow amounts for water and sewer usage charges for which the relevant authority has not issued accounts. The amounts must be calculated by multiplying the number of unbilled days up to and including the adjustment date by the average charge per day for usage for the last period for which an account is issued.

Land and Property Information Division

ABN: 84 104 377 806

GPO BOX 15

Sydney NSW 2001

DX 17 SYDNEY

Telephone: 1300 052 637



Land & Property Information

A division of the Department of Finance & Services

TITLE SEARCH

Title Reference: 117/222971

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 117/222971

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|---------|------------|-----------|
| 12/8/2015 | 7:17 PM | 3 | 24/4/2001 |

LAND

LOT 117 IN DEPOSITED PLAN 222971
AT ELANORA
LOCAL GOVERNMENT AREA PITTWATER
PARISH OF NARRABEEN COUNTY OF CUMBERLAND
TITLE DIAGRAM DP222971

FIRST SCHEDULE

MARK DAVID SMITH
TRACEY LEE SMITH
AS JOINT TENANTS (T 2459629)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 F219671 RIGHT OF WAY APPURTENANT TO THE LAND ABOVE
DESCRIBED AFFECTING LOT 147 IN DP22670
- 3 H750974 COVENANT
- 4 7559618 MORTGAGE TO GREATER BUILDING SOCIETY LTD

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 ***

PRINTED ON 12/8/2015

* ANY ENTRIES PRECEDED BY AN ASTERISK DO NOT APPEAR ON THE CURRENT EDITION OF THE CERTIFICATE OF TITLE.
WARNING: THE INFORMATION APPEARING UNDER NOTATIONS HAS NOT BEEN FORMALLY RECORDED IN THE REGISTER.



Not Made to F219671
R.P. 13. 081844
From South Wales.
MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900).



Fast: 1007.12.00
Lodgment
Endorsement
Certificate

WE FREDERICK HAROLD STEWART formerly of North Harrabeen, Knight, NEVILLE MURRAY STEWART of North Harrabeen, Medical Practitioner, RAYMOND FREDERICK STEWART of Vacluse, Accountant, DORIS MARGARET PAYNE wife of Arthur Phillips Payne of Ryde, Time Study Recorder, EDITH MAY HEWSON wife of William Lionel Dunbar Hewson of Dundas, Clerk, EDITH HAIGH wife of Robert Arthur Haigh of Dundas, Clerk and BUSIE RAINBOLD STEWART wife of Harold Robinson Stewart of Burwood, Company Manager, as tenants in common

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of EIGHT THOUSAND FIVE HUNDRED POUNDS

(£8500.) (the receipt whereof is hereby acknowledged) paid to us by BEAUFORT BURDEKIN of Sydney, Barrister-at-Law AND EDWARD ALLAN BOX of Sydney, Merchant (herein called transferee)

do hereby transfer to the said transferees as joint tenants ALL such our Estate and Interest in ALL THE land mentioned in the schedule following

| County. | Parish. | Reference to Title (s) | | | Description of Land (if part only). |
|------------|-----------|------------------------|------|--------------------------------------|---|
| | | Whole or Part. | Vol. | Vol. | |
| Cumberland | Harrabeen | part | 5562 | 201, 202, 203, 204, 205, 206 and 207 | being land shown as having an area of 117 acres 2 roods 30 Plan of Subdivision approved by Warring Shire Council under Certificate No. 1922 dated 31 June 1942 and the portions of land shown having areas of 4 acres 2 roods 14 perches, 2 roods 21 perches respectively on Plan of Subdivision approved by Warring Shire Council under Certificate No. 1921 dated 31 June 1942. |

And the Transferees covenant with the Transferrors in the terms of the annexure hereto marked "A".
ENCUMBRANCES, &c., REFERRED TO:
RESERVATIONS as noted on said Certificates of Title
GRANT OF RIGHTS OF CARRIAGE WAY AND FOOTWAY and GRANT OF EASEMENT as set forth in Transfer No. C666264 (Lot 5)
SPECIAL COVENANT as set forth in Transfer No. D587632

Signed at Sydney the 12th day of December 1947

Signed in my presence by the transferror FREDERICK HAROLD STEWART WHO IS PERSONALLY KNOWN TO ME

Signed in my presence by the transferrors NEVILLE MURRAY STEWART, RAYMOND FREDERICK STEWART, DORIS MARGARET PAYNE, EDITH MAY HEWSON, EDITH HAIGH and BUSIE RAINBOLD STEWART by their Attorney FREDERICK HAROLD STEWART who is personally known to me

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

Signed in my presence by the transferee BEAUFORT BURDEKIN WHO IS PERSONALLY KNOWN TO ME

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

THIS SPACE TO BE LEFT FREE FROM WRITING

(Trusts must not be disclosed in the transfer.)

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

If two or more state whether as joint tenants or tenants in common.

If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being the land shown in the plan attached hereto" or "being the residue of the land in certificate (or grant) registered No. ...". Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

Strike out if unnecessary. Covenants should comply with Section 89 of the Conveyancing Act, 1919. Here also should be set out any right-of-way or easement of exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure should be used. A very short note will suffice.

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

Repeat attestation if necessary.

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

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

N.B.—Section 117 requires that the above Certificate be signed by Transferror or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damage recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm. No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

No. ~~201211~~

LODGED BY CAMPBELL, CAMPBELL & CAMPBELL, SOLICITORS,

MARTIN PLACE, SYDNEY

F219671

CONSENT OF MORTGAGEE.

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

Dated at this
day of 19
Signed in my presence by
who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY. Land Titles Office
No. 17653

(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. 34190 Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at Sydney the 12th day of December 1947
in the presence of Red H Stewart

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

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me at the day of one thousand
nine hundred and forty 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 is of sound mind and freely and voluntarily signed the same.

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

MEMORANDUM OF TRANSFER of 1/2 Acres roads perches

Shire County
Municipality County
Parish County

Joint Tenants
Transferree.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

| Nature | No. | Reg & Engr. M & Engr. etc. |
|-----------------|------------|----------------------------|
| <u>Contract</u> | <u>for</u> | |

Particulars entered in Register Book: Vol. For
No. 5862 Folio 201 to 207 inclusive

Received Contract herein
Campbells 27.9.48

the day of July 1947
at minutes 12 o'clock in the

Registrar-General

PROGRESS RECORD.

| | Initials | Date |
|-----------------------|-----------|----------------|
| ent to Survey Branch | | |
| received from Records | <u>24</u> | <u>25/8/50</u> |
| alt written | <u>24</u> | <u>25/8/50</u> |
| alt examined | <u>24</u> | <u>25/8/50</u> |
| agram prepared | <u>24</u> | <u>25/8/50</u> |
| agram examined | <u>24</u> | <u>25/8/50</u> |
| alt forwarded | <u>24</u> | <u>25/8/50</u> |
| pt. of Engravers | <u>24</u> | <u>25/8/50</u> |
| collation Clerk | <u>24</u> | <u>25/8/50</u> |
| Vol. <u>6260</u> | | |
| Diagram Fees | | |
| Additional Folios | | |

If an instrument is lodged with the Registrar-General or Recorder of Titles, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

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

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

Attention is specially directed to the provisions relating to the attestation of instruments executed by members of the Forces.

The fees are—Lodgment fee 15/6 (includes endorsement on first certificate), and 1/6 for each additional certificate included in the transfer, and 1/6 for every new Certificate of Title issued upon a transfer on file for a consideration of not more than £1,000, and 1/6 for a new Certificate of Title in every other case. Additional fees, however, may be necessary in cases involving more than a single diagram or more than 60 folios of engrossing.

Transfers in common must require separate certificates.
If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

F219671

ANNEXURE "A"

And the Transferees for themselves and their assigns hereby for the benefit of the adjoining land but only during the ownership thereof by the Transferrors their executors administrators and assigns other than purchasers on sale COVENANT with the Transferrors their executors administrators and assigns that no fence shall be erected on the land hereby conveyed or transferred to divide it from such adjoining land without the consent of the Transferrors their executors administrators or assigns but such consent shall not be withheld if such fence is erected without expense to the Transferrors their executors administrators or assigns and in favour of any person dealing with the Transferees or their assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.

(a) The land to which the benefit of the above covenant is intended to be appurtenant is the residue of the land comprised in the Certificates of Title of which the land hereby transferred forms part.

(b) The land which is to be subject to the burden of this covenant is the land hereby transferred.

(c) The person or persons by whom or with whose consent the said covenant may be released varied or modified are the Transferrors or other the registered proprietor or proprietors for the time being of the land described in sub-paragraph (a) above.

SIGNED in my presence by the Transferrer
FREDERICK HAROLD STEWART who is
personally known to me:

Frederick Harold Stewart
.....
John

Red H. Stewart
.....

SIGNED in my presence by the Transferrors
other than the said Frederick Harold
Stewart by their Attorney Frederick
Harold Stewart who is personally known
to me:

Frederick Harold Stewart
.....

Red H. Stewart
.....

SIGNED in my presence by the Transferee
BEAUFORT BURDEKIN who is personally
known to me:

Beaufort Burdekin
.....
W. R. Campbell
John
John

Beaufort Burdekin
.....

SIGNED in my presence by the Transferee
EDWARD ALLAN BOX who is personally
known to me:

Edward Allan Box
.....
W. R. Campbell

John
.....

No.

WARRINGAH SHIRE COUNCIL *D818444*
ate of New Road or Subdivision

VERNMENT ACT, 1919, SEC. 327, ORDINANCE No. 12, FORM 1.

1922
COUNCIL CHAMBERS.

BROOKVALE.

3rd June 19*27*.

APPLICANT

(Name) *Fogall, Lines*

(Address) *Castlereagh House,*

Castlereagh & Hunter Sts., Sydney.

OWNER

(Name) *Frederick Stewart*

(Address)

Particulars entered

NEW ROAD (Particulars) *-NIL-*

Folio

the

at

SUBDIVISION (Particulars)

*of part of land comprised in Cert. of Title
Vol. 9713 Fol. 135 by excision of an area of
117 acres 2 rods.*

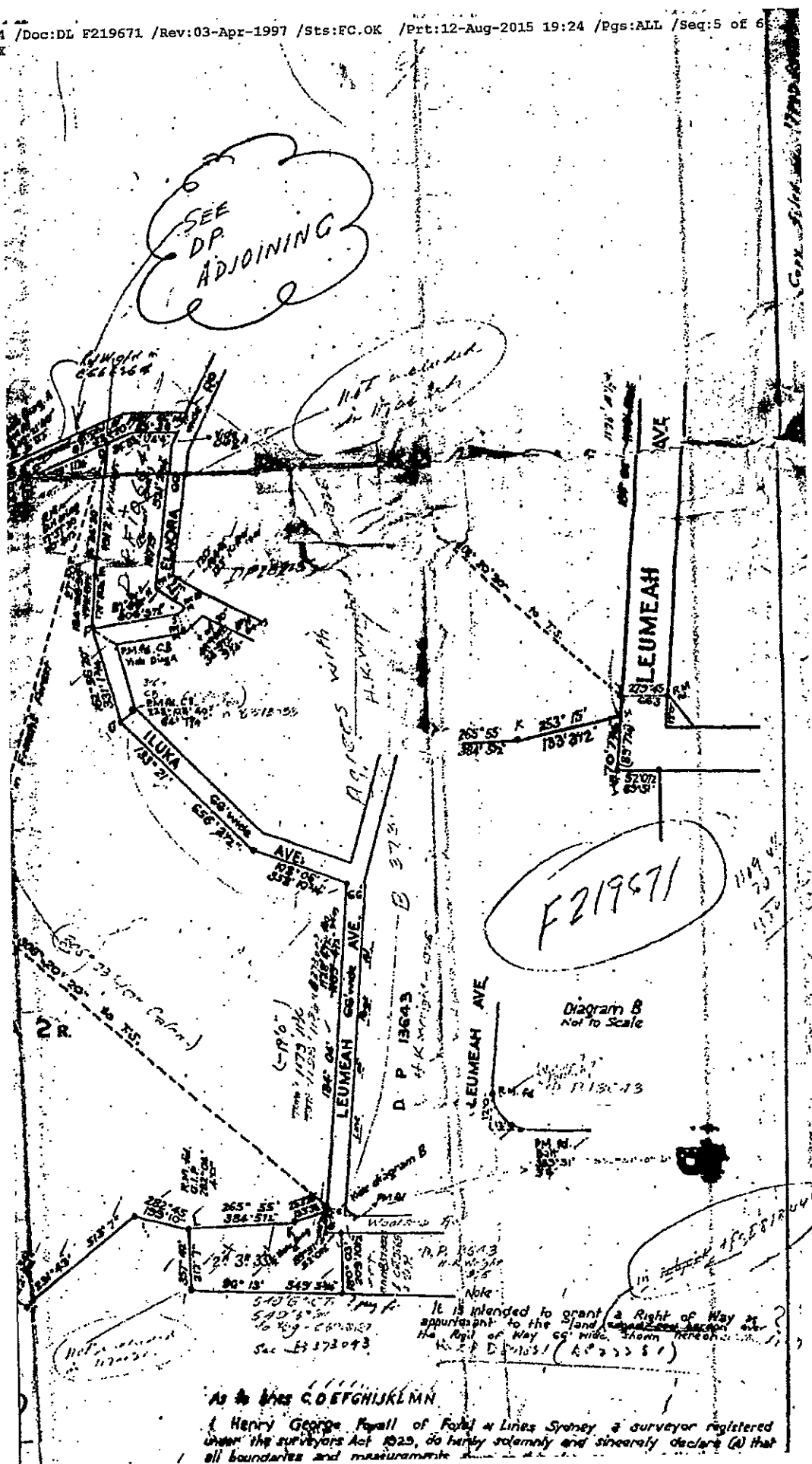
CERTIFICATE

I hereby certify that the requirements of the Local Government Act 1919 (other than the requirements for the registration of plans), have been complied with by the above-named applicant in relation to the proposed subdivision above described
(Insert New Road or Sub-division)

and more particularly set out in the accompanying plan bearing the Council's seal and marked

"Plan approved by Council, Coored by Council Clerk's Certificate No. *1922* of *3rd June 1927*"

W. H. H.
Shire Clerk





100 20 11 10 12
R.P. 13. No. **H-749938**
New South Wales **H-750974**

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900)

(Trusts must not be disclosed in the transfer.)

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

If a less estate, strike out the word "fee simple" and insert the required alteration.

State in full the name of the person who furnished the consideration money.

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

The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. Where these records are inadequate for the purpose, a suitable plan may be attached hereto, or furnished in an annexure signed by the parties and their signatures witnessed. Where the consent of the local Council to a subdivision is required the certificate on a plan mentioned in the Local Government Act, 1919, should accompany the transfer.

A very short note will suffice.

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or Notary Public, or J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form.

As to Instruments executed elsewhere see Section 107 of the Real Property Act, 1900, Section 108 of the Conveyancing Act, 1919-1951, and Section 82A of the Evidence Act, 1898-1954.

Repeat attestation if necessary.

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

THIS SPACE TO BE LEFT FREE FROM NOTATION

I, **THOMAS RICHMOND MURRAY SCOTT** of **Point Piper, 21.3**
STANLEY ERIC WILSON of **Manly, both Merchants, and**
BEAUFORT HURDIEKIN of **Woolahra, Barrister**

(herein called transferors) being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of **NINETY-ONE THOUSAND POUNDS**

(£91,000) (the receipt whereof is hereby acknowledged) paid to us by

ARGUS ESTATES PTY. LIMITED do hereby transfer to

| |
|-----------------------------------|
| ARGUS ESTATES PTY. LIMITED |
| (herein called transferee) |

ALL such our Estate and Interest in ALL the land mentioned in the schedule following:-

| County | Parish | Reference to Title | | | Description of Land (If part only) |
|-------------------|------------------|--------------------|-------------|------------|--|
| | | Whole or Part | Vol. | Fol. | |
| CUMBERLAND | NARRADEEN | PART | 6260 | 213 | Being Lot 2 as shown on Deposited Plan No. 201304 and the whole of the land comprised in Certificate of Title Volume 6592 Folio 247 an easement for drainage over that part of the land hereby transferred as is shown as "Site of Proposed Drainage Easement 10 ft. wide" on Deposited Plan No. 201304. |

AND the Transferees hereby covenants for itself and its assigns with the Transferors their executors administrators and assigns as per the Annexure hereto **ENCUMBRANCES, &c. REFERRED TO** annexed and marked with the letter "A".

INCUMBRANCES, &c., REFERRED TO

Reservations and conditions in Crown Grant.
Signed at Sydney the **17th** day of **March**

Signed in my presence by the transferors
THOMAS RICHMOND MURRAY SCOTT,
who is personally known to me
STANLEY ERIC WILSON and **BEAUFORT HURDIEKIN** who are personally known to me.

Signed: *[Signature]*
[Signature]
[Signature]

THE COMMON SEAL of ARGUS ESTATES PTY. LIMITED was hereunto affixed by the authority of the Board of Directors and in the presence of:

..... Secretary

* If signed by virtue of any power of attorney, the original power must be a memorandum of non-recognition on back of form signed by the attorney before a J.P.
† N.B.—Section 117 requires that the above Certificate be signed by each Transferee certifying liable to a penalty of £50, also to damages recoverable by parties to and not that of his firm) is permitted only when the signature of the Transferee on the instrument is signed under it. When the instrument contains some special condition the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be written in the margin or added in the attestation.

21.3 with D.P. 201304 & Vol. 6592 Fol. 247 & Certificate of Title, Vol. 6592 Fol. 247

4245470

And the transferee covenant(s) with the transferor, EXCEPTING AND RESERVING to the transferor and its successors in title mines veins seams and beds of coal and other minerals lying and being under the land hereby transferred, together with full and free right and liberty to the transferor and its successors in title as appurtenant to the coal and other minerals in and under the residue of the land comprised in Certificate of Title Volume: 7602 Folio: 221 without entering upon the surface of the land hereby transferred to pass and regress and search for and carry away and under the said residue of minerals hereby reserved and the minerals in and under the said residue of land and to drive and lay pipes construct railways and make aqueducts and water courses use any necessary machinery and carry on any other necessary mining operations in and through the said land hereby transferred nevertheless making reasonable compensation for any damage or subsidence which may be occasioned to the surface of the said land or to any part thereof or to any place thereon by reason of the exercise of all or any of the powers hereinbefore reserved.

AND the transferee covenants with the transferor that no fence shall be erected on the property hereby transferred to divide it from the adjoining land of the transferor without the consent of the transferor. its successors and assigns but such consent shall not be withheld if such fence is erected without expense to the transferor its successors or assigns and in favour of any person dealing with the transferee or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.

AND It is hereby agreed:-

- a) The land which is subject to the burden of this covenant and restriction is the land hereby transferred.
- b) The land to which the benefit of this covenant is appurtenant is the residue of the land in the said deposited plan Certificate of Title.
- (c) This covenant may be released varied or modified by the transferor its successors and assigns.

4 Strike out if unnecessary, or suitably adjust.

- (i) If any exemption now to be granted or any exemption to be made; or
- (ii) If the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1964.

The Transferee for itself and its assigns hereby covenants with the Transferors, their executors administrators and assigns as follows:

- a. No main buildings other than single private dwelling houses and shops shall be erected on the land hereby transferred nor shall any such main buildings be used or be permitted to be used other than as single private dwelling houses or shops.
 - b. No dwelling house shall be erected upon the land hereby transferred except upon an allotment in a subdivision of the land hereby transferred having a minimum area of 9,000 square feet.
 - c. No dwelling house shall be erected on the land hereby transferred unless the same shall have a minimum overall internal floor area of 1,250 square feet provided that this restriction shall be deemed to have been complied with if a dwelling house of not less than 1,100 square feet be erected with separate garage.
 - d. Except with written approval first had and obtained no shop shall be erected on the land hereby transferred except upon an allotment in a subdivision of the land hereby transferred having an area not exceeding 3,000 square feet.
 - e. No building shall be erected on the land hereby transferred having a roof of iron or tin.
 - f. No building shall be erected on the land hereby transferred having any external wall or walls of fibro asbestos or other material of a similar nature or iron or tin.
 - g. No fence shall be erected on the land hereby transferred to divide it from Lot 1 shown in Deposited Plan No. 261384 without written approval but such approval shall not be withheld if such fence is erected without expense to the Transferors their executors administrators or assigns and in favour of any person dealing with the Transferee or its assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.
- Any approval release variation or modification of these restrictions shall be given made and done in all respects at the cost and expense of the person or persons requesting the same.

- (i) The land to which the benefit of these restrictions is appurtenant is Lot 1 shown in Deposited Plan No. 261384 and the whole of the land comprised in Certificate of Title Volume 6592 Folio 247.
- (ii) The land which is subject to the burden of these restrictions is the land hereby transferred.
- (iii) The person or persons having the right to give approval under and to release vary or modify these restrictions are the Transferors so long as they may be the registered proprietors of any part of the land now comprised in Certificates of Title Volume 6260 Folio 213 and Volume 6592 Folio 247 and upon the Transferors ceasing to be registered as the proprietors of such land an aforesaid then the said restrictions may be released varied or modified by the registered proprietor or proprietors for the time being in the said Certificates of Title.
- (iv) Except as set forth in (iii) hereof no consent shall be required to any release variation or modification of these restrictions.

WITNESSED in my presence by the Transferors
STANLEY ERIC WILSON, THOMAS RICHARD
MURRAY SHORT, and BEAUFORT BURGESS in who
are personally known to me:

Transferors

THE COMMON SEAL of ARBUS ESTATES PTY.
LIMITED was hereunto duly affixed by the
authority of the Board of Directors and
in the presence of:

Secretary

This is the annexure marked "A" referred to in the annexed Transfer dated the 17th day of March 1961 between THOMAS RICHARD MURRAY SHORT, STANLEY ERIC WILSON and BEAUFORT BURGESS and ARBUS ESTATES PTY. LIMITED.

PITTWATER COUNCIL
Section 149 Pt 2 Planning Certificate
Environmental Planning & Assessment Act, 1979

Applicant: STEPHEN SMITH
40 MYOLA ROAD
NEWPORT NSW 2106

Cert. No: e149Pt2/15/0653
Cert. Date: 12 August 2015
Fee: \$53.00
Property No: 43654

Your Reference: SS/Smith

Address of Property: 1 WAKOOKA AVENUE
ELANORA HEIGHTS NSW 2101

Description of Property: Lot 117 DP 222971

Strata Unit Details (if applicable):

County: Cumberland

Parish: Narrabeen

NOTE:

The zoning information in this certificate is based on the lot and plan number referred to in this Certificate. If the lot and plan number is not the current description of the land then this Certificate will be incorrect. Persons relying on this Certificate should satisfy themselves by reference to the Title Deed that the land to which this Certificate relates is identical to the land the subject of the enquiry.

A reference in this certificate to any instrument, including Pittwater Local Environmental Plan 2014, is a reference to that instrument, as amended.

Pittwater Council ABN 61 340 837 871

All correspondence to be addressed to General Manager:
Village Park,
1 Park Street,
MONA VALE NSW
P O Box 882
MONA VALE NSW 1660
DX 9018 MONA VALE

Telephone (02) 9970 1111
Facsimile (02) 9970 1200
Internet: www.pittwater.nsw.gov.au
Email: pittwater_council@pittwater.nsw.gov.au

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The prescribed matters required by Section 149 (2) of the Environmental Planning & Assessment Act are as follows and relate to the subject land at the date of this certificate.

RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

EP&A Regulations 2000
Schedule 4 Clause 1

LOCAL ENVIRONMENTAL PLAN

EP&A Regulations 2000
Schedule 4 Clause 1 (1)

Pittwater Local Environmental Plan 2014

PROPOSED LOCAL ENVIRONMENTAL PLANS

EP&A Regulations 2000
Schedule 4 Clause 1 (2)

Note: Where no information has been provided under the heading "PROPOSED LOCAL ENVIRONMENTAL PLANS", Council is unaware of any Proposed Local Environmental Planning Instrument that is or has been the subject of community consultation or on public exhibition under the Act, applying to the land.

STATE ENVIRONMENTAL PLANNING POLICIES AND PROPOSED STATE ENVIRONMENTAL PLANNING POLICIES

EP&A Regulations 2000
Schedule 4 Clause 1 (1) & (2)

- 
- SEPP NO. 19 - Bushland in Urban Areas (gazetted 24.10.86)
 - SEPP NO. 21 - Caravan Parks (gazetted 24.4.92)
 - SEPP NO. 30 - Intensive Agriculture (gazetted 8.12.89)
 - SEPP NO. 32 - Urban Consolidation (Redevelopment of Urban Land) (gazetted 15.11.91)
 - SEPP NO. 33 - Hazardous and Offensive Development (gazetted 13.03.92)
 - SEPP NO. 44 - Koala Habitat Protection (gazetted 6.01.95)
 - SEPP NO. 50 - Canal Estate Development (gazetted 10.11.97)
 - SEPP NO. 55 - Remediation of Land (gazetted 28.08.98)
 - SEPP NO. 62 - Sustainable Aquaculture
 - SEPP NO. 64 - Advertising and Signage (gazetted 16.3.2001)
 - SEPP NO. 65 - Design Quality of Residential Flat Development (gazetted 26/07/2002)
Amendment 2 (gazetted 4/07/2008)
 - SEPP - (Housing for Seniors or People With a Disability) 2004 (gazetted 28.07.2007)
 - SEPP - Building Sustainability Index: BASIX (gazetted 1.7.2004)
 - SEPP - (Major Development) 2005 (gazetted 25.05.2005)
 - SEPP - (Mining, Petroleum Production & Extractive Industries) 2007 (gazetted 16.02.2007)
 - SEPP - (Miscellaneous Consent Provisions) 2007
 - SEPP - (Infrastructure) 2007 (gazetted 21.12.2007)
 - SEPP - (Affordable Rental Housing) 2009
 - SEPP - (Exempt & Complying Development Codes) 2008 (gazetted 12.12.2008) As amended
- Deemed SEPP - Hawkesbury-Nepean River (No. 2 - 1977)

DEVELOPMENT CONTROL PLANS

EP&A Regulations 2000
Schedule 4 Clause 1 (3)

Pittwater 21 Development Control Plan

The purpose of this plan is to provide best practice standards for development.

ZONING AND LAND USE UNDER RELEVANT LEPS

EP&A Regulations 2000
Schedule 4 Clause 2

LAND ZONING MAP

EP&A Regulations 2000
Schedule 4 Clause 2 (a), (b), (c) & (d)

The following information identifies the purposes for which development may be carried out with or without development consent and the purposes for which the carrying out of development is prohibited, for all zones affecting the land as identified on the maps to which Pittwater Local Environmental Plan 2014 applies.

Zone R2 Low Density Residential

2 Permitted without consent

Home businesses; 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; Dual occupancies; Dwelling houses; Environmental protection works; Exhibition homes; Group homes; Health consulting rooms; Home-based child care; Home industries; Jetties; Places of public worship; Respite day care centres; Roads; Secondary dwellings; Veterinary hospitals; Water recreation structures

4 Prohibited

Any development not specified in item 2 or 3

ADDITIONAL PERMITTED USES FOR WHICH DEVELOPMENT IS PERMISSIBLE WITH DEVELOPMENT CONSENT - SCHEDULE 1

Additional permitted uses, if any, for which development is permissible with development consent pursuant to Clause 2.5 and Schedule 1 of Pittwater Local Environmental Plan 2014:

Note: Where no additional permitted uses have been listed under the heading "ADDITIONAL PERMITTED USES FOR WHICH DEVELOPMENT IS PERMISSIBLE WITH DEVELOPMENT CONSENT", then clause 2.5 of Pittwater Local Environmental Plan 2014 is inapplicable to the land the subject of this certificate.

FURTHER PLANNING CONTROLS

EP&A Regulations 2000
Schedule 4 Clause 2 (e) (f) (g) (h)

Note: Where no information has been provided under the heading "FURTHER PLANNING CONTROLS", then such information is inapplicable to the land the subject of this certificate.

ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006

EP&A Regulations 2000
Schedule 4 Clause 2A

Note: Where no information has been provided under the heading "ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006", then such information is inapplicable to the land the subject of this certificate.

COMPLYING DEVELOPMENT

EP&A Regulations 2000
Schedule 4 Clause 3

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

GENERAL HOUSING CODE

Complying development under the General Housing Code may be carried out on all of the land the subject of this certificate, in accordance with the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Note: Further zone based limitations may apply. See *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* clause:

3.1 Land to which code applies

This code applies to development that is specified in clauses 3.2-3.5 on any lot in Zone R1, R2, R3, R4 or RU5 that:

- (a) has an area of at least 200m², and
- (b) has a width, measured at the building line fronting a primary road, of at least 6m.

RURAL HOUSING CODE

Complying development under the Rural Housing Code may be carried out on all of the land the subject of this certificate, in accordance with the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Note: Further zone based limitations may apply. See *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* clause:

3A.1 Land to which code applies

This code applies to development that is specified in clauses 3A.2-3A.5 on lots in Zone RU1, RU2, RU3, RU4, RU6 and R5.

HOUSING ALTERATIONS CODE

Complying development under the Housing Alterations Code may be carried out on all of the land the subject of this certificate, in accordance with the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

GENERAL DEVELOPMENT CODE

Complying development under the General Development Code may be carried out on all of the land the subject of this certificate, in accordance with the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

Complying development under the Commercial & Industrial (Alterations) Code may be carried out on all of the land the subject of this certificate, in accordance with the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE

Complying development under the Commercial & Industrial (New Buildings and Additions) Code may be carried out on all of the land the subject of this certificate, in accordance with the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Note: Further zone based limitations may apply. See *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* clause:

5A.1 Land to which code applies

This code applies to development that is specified in clause 5A.2 on any lot in Zone B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3.

SUBDIVISION CODE

Complying development under the Subdivision Code may be carried out on all of the land the subject of this certificate, in accordance with the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

DEMOLITION CODE

Complying development under the Demolition Code may be carried out on all of the land the subject of this certificate, in accordance with the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

FIRE SAFETY CODE

Complying development under the Fire Safety Code may be carried out on all of the land the subject of this certificate, in accordance with the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Note: *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 ("SEPP") must be read and applied in conjunction with Pittwater Local Environmental Plan 2014.*

COASTAL PROTECTION

EP&A Regulations 2000
Schedule 4 Clause 4

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

CERTAIN INFORMATION RELATING TO BEACHES AND COASTS

EP&A Regulations 2000
Schedule 4 Clause 4A

- 1) Council is not aware of any order made under Part 4D of the *Coastal Protection Act 1979* in relation to temporary coastal protection works to the land the subject of this certificate, or on public land adjacent to that land.
- 2) Council has not been notified under section 55X of the *Coastal Protection Act 1979* that temporary coastal protection works have been placed on the land subject of this certificate, or on public land adjacent to that land.

ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 2014 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

EP&A Regulations 2000
Schedule 4 Clause 4B

Council is not aware of any charges under section 496B of the *Local Government Act 2014* for coastal protection services levied upon land the subject of this certificate.

MINE SUBSIDENCE

EP&A Regulations 2000
Schedule 4 Clause 5

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

ROAD WIDENING AND ROAD REALIGNMENT

EP&A Regulations 2000
Schedule 4 Clause 6

- (a) The land is not affected by any road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*.
- (b) The land is not affected by any road widening or road realignment under *Pittwater Local Environmental Plan 2014*.
- (c) The land is not affected by any road widening or road realignment under any resolution of Council.

Note: The Roads and Maritime Services may have proposals that are not referred to in this item. For advice about affection by RMS proposals, contact the Roads and Maritime Services.

COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

EP&A Regulations 2000
Schedule 4 Clause 7

Council has adopted a number of policies with regard to various hazards or risks which may restrict development. The identified hazard or risk and the respective Council policies which affect the property, if any, are listed below.

Geotechnical Risk (Landslide Hazard)

The Council has adopted by resolution, on 20.07.2009, a policy that has the effect of restricting development of the land (subject to satisfying the policy) because of the potential impact from

geotechnical hazards. The policy is entitled "Geotechnical Risk Management Policy for Pittwater - 2009". A copy of the current policy can be obtained from Council.

The property is not affected by any other policy adopted by any other planning authority and notified to the Council for the express purpose of its adoption by that authority being referred to in planning certificates that restricts development of the property because of the likelihood of land slip, bushfire, tidal inundation, subsidence or any other risk (other than flooding):

Note: *The absence of a policy to restrict development of the land because of the likelihood of any other risk does not imply that the land is free from risk. Detailed investigation carried out in conjunction with the preparation or assessment of an application may result in the Council imposing restrictions on development that are not identified above.*

FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

EP&A Regulations 2000
Schedule 4 Clause 7A

The land or part of the land in question is not subject to flood related development controls for the purposes (where permissible) of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings.

Also, the land or part of the land in question is not subject to flood related development controls for any other purpose.

LAND RESERVED FOR ACQUISITION

EP&A Regulations 2000
Schedule 4 Clause 8

This land is not affected by any provisions within Pittwater Local Environmental Plan 2014 that would provide for the acquisition of the land by a public authority, as referred to in section 27 of the Act.

CONTRIBUTIONS PLANS

EP&A Regulations 2000
Schedule 4 Clause 9

S.94 Plan No. 2 - Open Space Bushland and Recreation

This Plan was approved by Council to levy monetary contributions to ensure that an adequate level of open space, bushland and recreation opportunities are provided as new development occurs.

S.94 Plan No. 3 - Public Library Services

This Plan was approved by Council to levy monetary contributions to meet the recreational and informational needs of the potential incoming population as a result of residential subdivision of land; dual occupancy development; and medium density residential development. This will be achieved by increasing available library resources and equipment and improving the capacity of library infrastructure

S.94 Plan No. 18 - Community Service Facilities

This Plan was approved by Council to levy monetary contributions for the provision of an adequate level of community service facilities to meet the demand as new residential development occurs.

S.94 Plan No. 19 - Village Streetscapes

This Plan was approved by Council to levy contributions towards the provision, extension or augmentation of village streetscapes in Pittwater's main commercial areas which will be required as a consequence of development in the Pittwater Local Government Area.

BIODIVERSITY CERTIFIED LAND

EP&A Regulations 2000

Schedule 4 Clause 9A

Note: Where no information has been provided under the heading "BIODIVERSITY CERTIFIED LAND", then such information is inapplicable to the land the subject of this certificate.

BIOBANKING AGREEMENTS

EP&A Regulations 2000
Schedule 4 Clause 10

Note: Where no information has been provided under the heading "BIOBANKING AGREEMENTS", then Council is unaware of any such agreement applying to the land the subject of this certificate.

BUSH FIRE PRONE LAND

EP&A Regulations 2000
Schedule 4 Clause 11

This land the subject of this certificate is not identified on a Bush Fire Prone Land map certified by the Commissioner of the NSW Rural Fire Service as being bush fire prone land as per the Rural Fires and Environmental Assessment Legislation Amendment Act 2002 No 67.

PROPERTY VEGETATION PLANS

EP&A Regulations 2000
Schedule 4 Clause 12

Note: Where no information has been provided under the heading "PROPERTY VEGETATION PLANS", then such information is inapplicable to the land the subject of this certificate.

ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

EP&A Regulations 2000
Schedule 4 Clause 13

Note: Where no information has been provided under the heading "ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006", then such information is inapplicable to the land the subject of this certificate.

DIRECTIONS UNDER PART 3A

EP&A Regulations 2000
Schedule 4 Clause 14

Note: Where no information has been provided under the heading "DIRECTIONS UNDER PART 3A", then such information is inapplicable to the land the subject of this certificate.

SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING

EP&A Regulations 2000
Schedule 4 Clause 15

Note: Where no information has been provided under the heading "SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING", then Council is unaware of any such site compatibility certificate applying to the land the subject of this certificate.

SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE

EP&A Regulations 2000
Schedule 4 Clause 16

Note: Where no information has been provided under the heading "SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE", then Council is unaware of any such site compatibility certificate applying to the land the subject of this certificate.

SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

EP&A Regulations 2000
Schedule 4 Clause 17

Note: *Where no information has been provided under the heading "SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING", then Council is unaware of any such site compatibility certificate applying to the land the subject of this certificate.*

PAPER SUBDIVISION INFORMATION

EP&A Regulations 2000
Schedule 4 Clause 18

Note: *Where no information has been provided under the heading "PAPER SUBDIVISION INFORMATION" then Council is unaware of any such development plan or subdivision order applying to the land the subject of this certificate.*

SITE VERIFICATION CERTIFICATES

EP&A Regulations 2000
Schedule 4 Clause 19

Note: *Where no information has been provided under the heading "SITE VERIFICATION CERTIFICATES", then Council is unaware of any such site verification certificate applying to the land the subject of this certificate.*

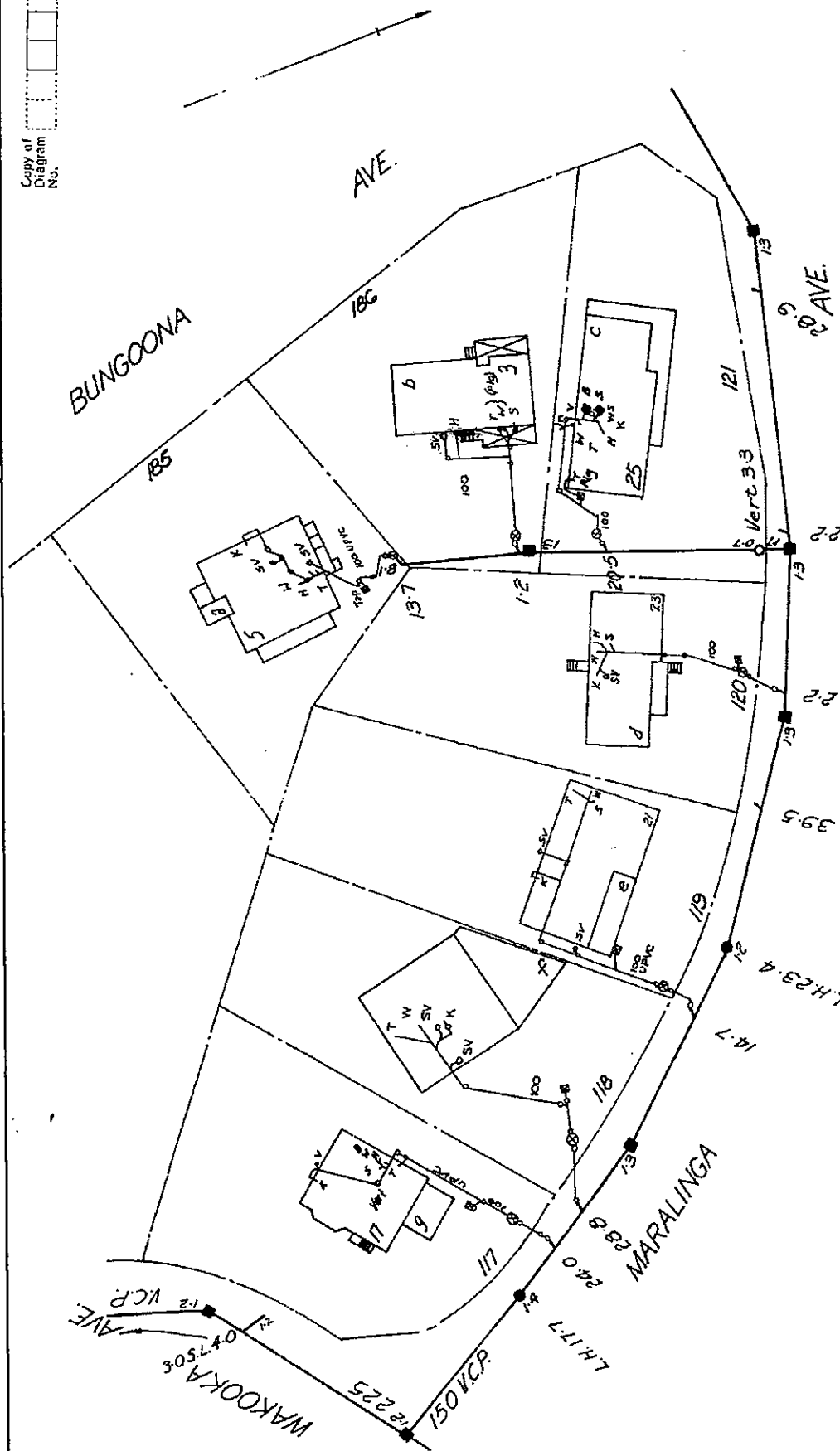
MATTERS ARISING UNDER THE CONTAMINATED LAND MANAGEMENT ACT 1997

Contaminated Land Management Act 1997
Section 59 (2)

Note: *Where no information has been provided under the heading "MATTERS ARISING UNDER THE CONTAMINATED LAND MANAGEMENT ACT 1997", then such information is inapplicable to the land the subject of this certificate.*

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

MARK FERGUSON
General Manager

Copy of
Diagram
No.

SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF WARRINGAH

SUBURB OF ELANORE HTS.

Scale: Approx. 1:500
Distances/depths in metres
pipe diameters in millimetres

for House Services Engineer

SYMBOLS AND ABBREVIATIONS

| | | |
|--------------------|------|-----------------|
| Manhole | Q WS | Waste Stack |
| Chamber | IP | Induct Pipe |
| L.H. | MF | Man Flap |
| Boundary Trap | T | Taps |
| Inspection Shaft | K | Kitchen Sink |
| Pit | W | Water Closet |
| Grease Interceptor | B | Bath Waste |
| Gully | H | Handbasin |
| P Trap | S | Shower |
| Reflex Valve | Jn. | Junction |
| Cleaning Eye | DW. | Dishwasher |
| Vertical Pipe | F | Floor Waste |
| Vert | M | Washing Machine |
| SV | BS | Bar Sink |

SEWER AVAILABLE
This sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage system to the eventual position of this Board's sewer.
NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By-law 8, use 3).
Existence and position of Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at Board's Head Office or in the case of South Coast District at Board's Warrongong Office (Sect on 33 of Board's Act).
Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only.

| DRAINAGE | | PLUMBING | |
|---------------------|-------------------------------|--------------------|-----------|
| Inspected by | Date of Issue | Supervised by | Inspector |
| Diagram Examined by | W.O. 48078 | Tracing Checked by | Sheet No. |
| Chief Inspector | Boundary Trap is not required | | |

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.