

Contract for the sale of land – 2005 edition

TERM

MEANING OF TERM

Vendor's agent

DRAKE REAL ESTATE
Shop 2/20 Waterloo Street, Narrabeen, NSW 2101

Phone: 9913 3733
Fax: 9970 7550

Ref: JOHN DRAKE

Co-agent

Vendor

IMMACOLATA ANNA BUONO
21 Powderworks Road, North Narrabeen, NSW 2101

HAMER & HAMER BALGOWLAH
Suite 4, 383 Sydney Road, BALGOWLAH NSW 2093
PO Box 195, BALGOWLAH NSW 2093

Phone: 9949 4022
Fax: 9907 9751
Ref: BMH:BM:10281

Completion date

42nd day after the date of this contract (clause 15)

Land

(Address, plan details
and title reference)

21 POWDERWORKS ROAD, NORTH NARRABEEN, NEW SOUTH WALES 2101
Registered Plan: Lot B Plan DP361113
Folio Identifier B/361113

DRAFT

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: additional condition 47

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

Inclusions

☒ blinds ☒ curtains ☐ insect screens ☒ stove
☐ built-in wardrobes ☒ dishwasher ☒ light fittings ☐ pool equipment
☒ clothes line ☒ fixed floor coverings ☐ range hood ☒ TV antenna
☒ other: wall air conditioner

Exclusions

Curtains in two bedrooms at the front of the house

Purchaser

Purchaser's solicitor

Price

\$

Deposit \$

(10% of the price, unless otherwise stated)

Balance

\$

Contract date

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

Vendor

Witness

GST AMOUNT (optional)

The price includes
GST of:

Purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

Witness

Land tax is adjustable

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

GST: Taxable supply

☒ NO ☐ yes ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

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

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

WARNINGS

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

AGL Gas Networks Limited	Government Business & Government Procurement	Public Works Dept
Council	Heritage Office	Roads & Traffic Authority
County Council	Infrastructure Planning and Natural Resources	Rural Lands Protection Board
East Australian Pipeline Limited	Land & Housing Corporation	Sustainable Energy Development
Education & Training Dept	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)

<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 undorsed <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
<i>solicitor</i>	if authorised in writing by the vendor or the vendor's <i>solicitor</i> , some other <i>cheque</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. 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

- 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

5 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 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

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

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

- 12.1 The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant - 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 deposit holder 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.
 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
 A reference to any *legislation* includes a reference to any corresponding later *legislation*.

20.11 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.12 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

20.13 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.

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

20.15 Time limits in these provisions

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

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 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
- 24.4.4 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;
- 24.4.5 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.
 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.

ADDITIONAL CONDITIONS ANNEXED TO CONTRACT FOR SALE

BETWEEN: IMMACOLATA ANNA BUONO (Vendor)
AND: (Purchaser/s)
DATED THE DAY OF 2015

In the event of a discrepancy between these additional conditions and the printed conditions of the contract then the provisions of the additional conditions shall prevail.

30. Amendments to Provisions

30.1 clause 16.5 delete the words "plus another 20% of that fee";

30.2 clause 16.8 substitute the word "bank" in lieu of the word "settlement".

31. Death, mental illness, bankruptcy, liquidation etc.

31.1 Without in any way negating, limiting or restricting any rights or remedies which would have been available to the parties at law or in equity had this condition not been included in this Contract should either party (or any one of them if there be more than one Vendor or Purchaser) prior to completion:

31.1.1 die or become mentally ill then in any such event the other party may rescind this Contract by notice in writing to the other party upon the terms of Clause 19; or

31.1.2 be declared bankrupt or enter into any scheme of arrangement with creditors or being a company resolve to go into liquidation or have a petition for the winding up of either party presented or enter into any scheme of arrangement with its creditors or if any liquidator, receiver or administrator be appointed in respect of that party, in which event that party will be deemed to be in default of this Contract and if the purchaser is in default the terms of Clause 9 shall apply.

32. Removal of registered dealings

32. On completion the purchaser will accept a withdrawal of any caveat, a discharge of any mortgage or encumbrance, a surrender of any lease not shown in the computer folio certificate or manual folio of the register and a withdrawal of any writ of execution, in registrable form as may relate to the title of the property, together with an allowance of registration fees, and the purchaser shall not be entitled to require registration prior to the completion date.

33. Purchaser's acknowledgments

33.1 The expression "the property" where used in sub-clauses 33.2 and 33.3 of this clause shall include all buildings, structures, and other improvements on or under the land to be transferred pursuant to this contract together with the furnishings and chattels stipulated in the terms on page one.

33.2 The purchaser acknowledges that prior to signing this contract the purchaser has made investigations and enquiries in relation to the property and that the purchaser has not relied upon any warranty or statement made by the vendor or by anyone on the Vendor's behalf (excluding those warranties contained in Section 52A of the Conveyancing Act 1919 and Regulations thereof). The purchaser further acknowledges that following the making of the said investigations and enquiries, the purchaser is satisfied that the terms of this contract are fair and reasonable.

- 33.3 The purchaser shall not be entitled to make any objection, requisition or claim in relation to the state of repair, condition or construction of the property, or any part thereof.

34. Introduction by vendor's agent

- 34.1 The purchaser warrants to the vendor that it was introduced to the property solely by the real estate agent whose name appears as the vendor's agent in this contract and that to the knowledge of the purchaser no other agent was the effective cause of the sale as evidenced by this contract.

- 34.2 The purchaser agrees to indemnify and keep indemnified the vendor against any claim for commission by any agent, other than the vendor's agent named in this contract, arising out of a breach of the purchaser's warranty in special condition 34.1.

- 34.3 This clause will not merge on completion.

35. Notice to complete

- 35.1 Notwithstanding any other provision of this contract or any rule of law or equity to the contrary, the purchaser and vendor expressly agree that:-

35.1.1 Either party hereto may, after the hour of 3.00 pm on the completion date specified on page one of the terms (or such other completion date agreed between the parties in writing), issue a Notice to Complete making time the essence of this contract;

35.1.2 A period of fourteen (14) days following the date of issue of any such Notice to Complete shall be deemed to be a reasonable time for completion pursuant to any such notice and neither party may make any objection, requisition or claim in respect of the said period.

35.1.3 The purchaser will pay to the vendor on completion the cost of any valid Notice to Complete served on the purchaser assessed and agreed at the sum of \$330.00 and payment of that amount is an essential term of this contract.

36. Purchaser's finance disclosure

- 36.1 The purchaser confirms and warrants to the vendor that credit is not required for payment of the purchase price for the property;

OR

- 36.1 The purchaser confirms and warrants to the vendor that the purchaser has at the date of this contract obtained approval for credit to finance the purchase price for the property on terms which are reasonable to the purchaser.

- 36.2 The purchaser acknowledges that as a consequence of the disclosure made in this clause, the contract cannot be subject to termination pursuant to Section 124(1) of the Consumer Credit (NSW) Act 1995.

37. Interest on unpaid purchase monies

37.1 The purchaser covenants and agrees that if from any cause whatsoever not attributable to the default of the vendor, this contract shall not be completed by the completion date, the purchaser shall thereafter but without prejudice to any other right of the vendor as provided in this contract or otherwise, pay to the vendor interest on the balance of purchase price referred to in the terms of this contract at the rate of ten per cent (10%) per annum calculated on a daily basis for the period commencing on the due date for completion and continuing up to and including the date of completion.

37.2 All such interest will be in addition to any other monies payable under this contract.

38. Repeal of dual occupancy legislation

The vendor discloses that SEPP 28 has been repealed and that some provisions of SEPP 25 and SREP 12 that allowed sub-division of dual occupancies have been repealed, and that the attached Section 149 Certificate may be inaccurate in respect of those matters.

39. Requisitions

For the purposes of clauses 5.1 and 5.2, the requisitions or general queries about the property or the title must be in either the 2008 Australian Law Stationers Pty Ltd Form 825 (Torrens title) or 2008 Australian Law Stationers Pty Ltd Form 800 (strata title) a copy of which is attached hereto.

40. Stamping and Service of Transfer

It is an essential term of the contract that, should the purchaser not submit the transfer to the vendor's solicitors ten (10) days prior to the due date for completion, the purchaser shall allow as an adjustment on settlement the sum of fifty-five dollars (\$55.00) (including GST) being the vendor's solicitor's expedition fees for arranging urgent execution.

41. Omitted

42. Omitted

43. Deposit payment by instalments

43.1 If a cooling off period applies to this contract, then the deposit referred to in the terms of the contract shall be paid as follows;

43.1.1 as to the sum of which is equivalent to 0.25% of the price on the making of this contract; and

43.1.2 as to the sum which is equivalent to the balance of the 10% deposit on or before 5:00pm on the fifth business day after the day on which this contract was made by payment to the office of the vendor's agent (or if there is no agent to the vendor's solicitor).

43.2 If on the date hereof the purchaser, with the agreement of the vendor has paid less than the ten per cent (10%) deposit, then the purchaser agrees that the deposit payable is ten per cent (10%) which will be paid as follows:-

(a) Five per cent (5%) payable to the stakeholder on the date hereof; and

- (b) The balance of the ten per cent (10%) deposit payable to the vendor (or as directed by the vendor or his solicitor) either on completion or if the vendor becomes entitled to claim the deposit, then on the date that the vendor becomes entitled to claim the deposit.

PROVIDED FURTHER that the parties shall direct the Vendor's agent to invest the initial instalment of 5% of the purchase price with all interest earned in relation to the investment of such monies to be paid solely to the Vendor.

44. Survey report

44.1 The purchaser acknowledges that:

44.1.1 the purchaser has inspected the survey report of P.S. Graham & Associates dated 22 January 1979 ('the survey report');

44.1.2 encroachments onto any adjoining land by any building or structure on the land (other than by dividing fences) or encroachments onto the land by any building or structure on any adjoining land (other than by dividing fences) or any non-compliance with the Local Government Act 1993 or regulations, consents or approval under those acts or any other matters as disclosed in the survey report are:

NIL

and/or any other matter disclosed in or ascertainable from the survey report.

44.2 No objection requisition or claim for compensation shall be made by the purchaser in respect of the encroachment(s) or non-compliance(s) if any, disclosed in sub-clause 44.1.2 or in respect of any other matter or thing contained in or arising out of the survey report.

44.3 The vendor discloses the following additions to the property since the date of survey and the purchaser shall make no objection, requisition or claim for compensation for any matter arising therefrom:

NIL

44.4 No warranty or representation is made by the vendor as to the accuracy or completeness of the survey report and the accuracy or completeness of the same is not a condition of this contract.

45. Delay in settlement

If completion of this Contract does not take place on or before the completion date through no fault of the Vendor, then the Purchaser shall pay to the Vendor as an adjustment on completion the sum of two hundred and seventy five dollars (\$275.00) including GST to cover the legal costs and other expenses incurred by the Vendor as a consequence of the delay.

46. Alterations to contract

46.1 The Vendor and the Purchaser each authorize their Solicitor or Licensed Conveyancer (or any employee of that Solicitor or Licensed Conveyancer) to make alterations to this Contract as agreed to between the parties (including the addition of annexures) at any time after execution of this Contract by the party, up until the date of this contract.

- 46.2 Any such alterations and or additions shall be binding upon the relevant party deemed hereby to have authorized the same as if the alteration or addition of annexures was made prior to the Contract being signed by that party.

46A. The Vendor Disclosure

The vendor discloses to the purchaser that Pittwater Council has adopted a Traffic Calming Plan for Powderworks Road which will remove the car parking spaces outside the property in Powderworks Road and attached to this contract is a copy of the Concept Plan prepared by Pittwater Council. The purchasers will not be entitled to make any objection, requisition or claim for compensation as a result for this proposal.

47. Annexures to contract

The Purchaser acknowledges that at the date of this contract the following documents were attached to the contract for sale:

1. Folio Identifier B/361113.
2. Deposited Plan 361113.
3. Survey Report of P.S. Graham & Associates dated 22 January 1979.
4. Section 149 (2) & (5) Certificate.
5. Pittwater Council Plan for Concept Traffic Calming Scheme.
6. Sewer Diagram.
7. Requisitions on title in additional condition 39.

47A. Settlement over Christmas Period

Nothing in this contract shall have the effect of requiring either party to complete this contract between the 21st December in the year in which this contract was made and the 11th day of January in the following year.

SIGNED by IMMACOLATA ANNA)
BUONO)
in the presence of:)

Vendor

WITNESS

SIGNED by)
in the presence of:)

Purchaser

WITNESS

SIGNED by)
in the presence of:)

Purchaser

WITNESS

48. Guarantee For Corporate Purchaser

- 48.1 "Guarantor" means: each director of the purchaser.
- 48.2 "Guaranteed money" means all amounts which at any time for any reason or circumstance are payable, are owing but not currently payable, are contingently owing or remain unpaid (or which are reasonably foreseeable as likely, after that time, to fall within any of those categories), by the purchaser to the vendor in connection with this contract or any transaction contemplated by it, whether at law, in equity, under statute or otherwise.
- 48.3 The guarantor acknowledges that the vendor has entered into this contract with the purchaser at the request of the guarantor and that the guarantor has incurred obligations and given rights under this guarantee and indemnity for valuable consideration received from the vendor.
- 48.4 The guarantor unconditionally and irrevocably guarantees payment to the vendor of the guaranteed money.
- 48.5 If the purchaser does not pay the guaranteed money on time and in accordance with the terms of this contract then the guarantor agrees to pay the guaranteed money to the vendor on demand from the vendor (whether or not demand has been made on the purchaser). A demand may be made at any time and from time to time.
- 48.6 As a separate undertaking, the guarantor indemnifies the vendor against all liability or loss arising from, and any costs, charges or expenses incurred in connection with the guaranteed money not being recoverable under the preceding clauses because of any circumstances whatsoever.
- 48.7 This guarantee and indemnity is a continuing security and extends to all of the guaranteed money and other money payable under this guarantee and indemnity. The guarantor waives any rights it has of first requiring the vendor to proceed against or enforce any other right, power, remedy or security or claim payment from the purchaser or any other person before claiming from the guarantor under this guarantee and indemnity.
- 48.8 The liabilities under this guarantee and indemnity of the guarantor as a guarantor, principal debtor or indemnifier and the rights of the vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including without limitation, any of the following:
- 48.8.1 The vendor or another person granting time or other indulgence to, compounding or compromising with or releasing the purchaser; or
- 48.8.2 Acquiescence, delay acts, omissions or mistakes on the part of the vendor; or
- 48.8.3 Any variation or novation of a right of the vendor, or alteration of this contract or a document, in respect of the purchaser.
- 48.9 As long as the guaranteed money or other money payable under this guarantee and indemnity remains unpaid, the guarantor may not, without the consent of the vendor:
- 48.9.1 In reduction of its liability under this guarantee and indemnity raise a defence, set-off or counterclaim available to itself or the purchaser against the vendor or claim a set-off or make a counter claim against the vendor;

48.9.2 Make a claim or enforce a right (including, without limitation, a mortgage, charge or other encumbrance) against the purchaser or its property; or

48.9.3 Prove in competition with the vendor if a liquidator, provisional liquidator, official manager or trustee in bankruptcy is appointed in respect of the purchaser if the purchaser is otherwise unable to pay its debts when they fall due; or

48.9.4 Claim to be entitled by law of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of a mortgage, charge, other encumbrance or guarantee held for the guaranteed money or other money payable under this guarantee and indemnity.

48.10 The guarantor represents and warrants that its obligations under the guarantee and indemnity are valid and binding and that it does not enter into this guarantee and indemnity in the capacity of a trustee of any trust or settlement.

SIGNED by
in the presence of:

)
)

Guarantor

WITNESS

SIGNED by
in the presence of:

)
)

Guarantor

WITNESS

SIGNED by
in the presence of:

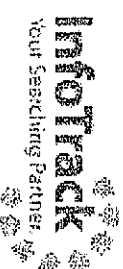
)
)

Guarantor

WITNESS

InfoTrack
An Approved LPI NSW
Information Broker

Title Search



LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: B/361113

SEARCH DATE	TIME	EDITION NO	DATE
9/10/2015	10:57 AM	6	16/6/2008

LAND

LOT B IN DEPOSITED PLAN 361113
LOCAL GOVERNMENT AREA PITTWATER
PARISH OF NARRABEEN COUNTY OF CUMBERLAND
TITLE DIAGRAM DP361113

FIRST SCHEDULE

IMMACOLATA ANNA BUONO

(T AE23876)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AE23877 MORTGAGE TO BANK OF WESTERN AUSTRALIA LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

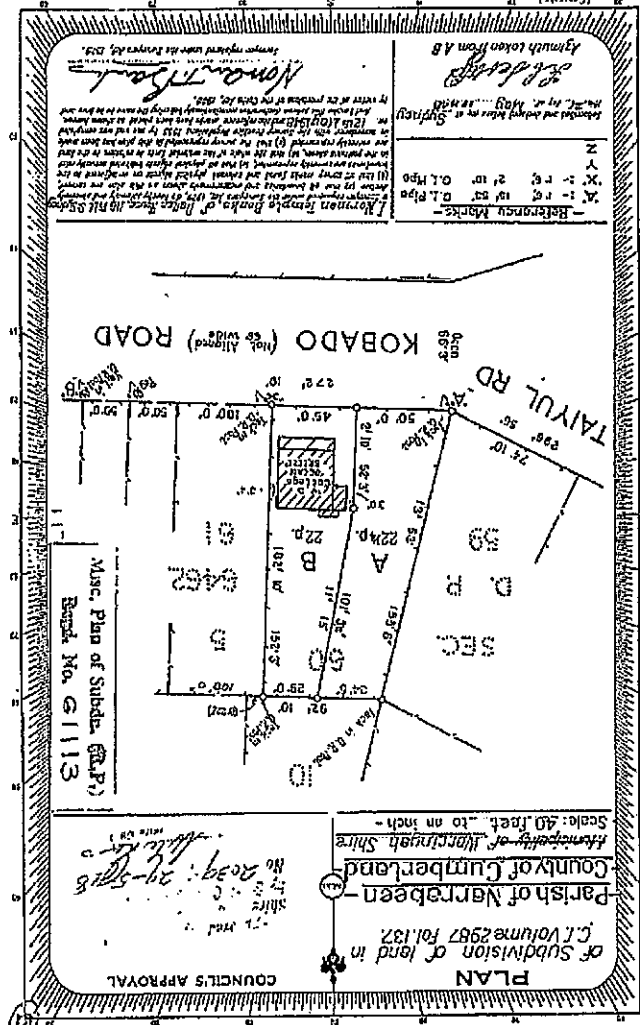
*** END OF SEARCH ***

10281

PRINTED ON 9/10/2015

* 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. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

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 of Dalton House, 115 Pitt Street, Sydney.
 (This design is the best from material)



COMPARISON TABLE ADDED IN
 DOCUMENT OF LAYERS
 DP 361113

FEET	INCHES	METRES
1	0.457	0.457
2	0.914	0.914
3	1.372	1.372
4	1.829	1.829
5	2.286	2.286
6	2.743	2.743
7	3.200	3.200
8	3.657	3.657
9	4.114	4.114
10	4.571	4.571
11	5.028	5.028
12	5.485	5.485
13	5.942	5.942
14	6.399	6.399
15	6.856	6.856
16	7.313	7.313
17	7.770	7.770
18	8.227	8.227
19	8.684	8.684
20	9.141	9.141
21	9.598	9.598
22	10.055	10.055
23	10.512	10.512
24	10.969	10.969
25	11.426	11.426
26	11.883	11.883
27	12.340	12.340
28	12.797	12.797
29	13.254	13.254
30	13.711	13.711
31	14.168	14.168
32	14.625	14.625
33	15.082	15.082
34	15.539	15.539
35	15.996	15.996
36	16.453	16.453
37	16.910	16.910
38	17.367	17.367
39	17.824	17.824
40	18.281	18.281
41	18.738	18.738
42	19.195	19.195
43	19.652	19.652
44	20.109	20.109
45	20.566	20.566
46	21.023	21.023
47	21.480	21.480
48	21.937	21.937
49	22.394	22.394
50	22.851	22.851
51	23.308	23.308
52	23.765	23.765
53	24.222	24.222
54	24.679	24.679
55	25.136	25.136
56	25.593	25.593
57	26.050	26.050
58	26.507	26.507
59	26.964	26.964
60	27.421	27.421
61	27.878	27.878
62	28.335	28.335
63	28.792	28.792
64	29.249	29.249
65	29.706	29.706
66	30.163	30.163
67	30.620	30.620
68	31.077	31.077
69	31.534	31.534
70	31.991	31.991
71	32.448	32.448
72	32.905	32.905
73	33.362	33.362
74	33.819	33.819
75	34.276	34.276
76	34.733	34.733
77	35.190	35.190
78	35.647	35.647
79	36.104	36.104
80	36.561	36.561
81	37.018	37.018
82	37.475	37.475
83	37.932	37.932
84	38.389	38.389
85	38.846	38.846
86	39.303	39.303
87	39.760	39.760
88	40.217	40.217
89	40.674	40.674
90	41.131	41.131
91	41.588	41.588
92	42.045	42.045
93	42.502	42.502
94	42.959	42.959
95	43.416	43.416
96	43.873	43.873
97	44.330	44.330
98	44.787	44.787
99	45.244	45.244
100	45.701	45.701
101	46.158	46.158
102	46.615	46.615
103	47.072	47.072
104	47.529	47.529
105	47.986	47.986
106	48.443	48.443
107	48.900	48.900
108	49.357	49.357
109	49.814	49.814
110	50.271	50.271
111	50.728	50.728
112	51.185	51.185
113	51.642	51.642
114	52.099	52.099
115	52.556	52.556
116	53.013	53.013
117	53.470	53.470
118	53.927	53.927
119	54.384	54.384
120	54.841	54.841
121	55.298	55.298
122	55.755	55.755
123	56.212	56.212
124	56.669	56.669
125	57.126	57.126
126	57.583	57.583
127	58.040	58.040
128	58.497	58.497
129	58.954	58.954
130	59.411	59.411
131	59.868	59.868
132	60.325	60.325
133	60.782	60.782
134	61.239	61.239
135	61.696	61.696
136	62.153	62.153
137	62.610	62.610
138	63.067	63.067
139	63.524	63.524
140	63.981	63.981
141	64.438	64.438
142	64.895	64.895
143	65.352	65.352
144	65.809	65.809
145	66.266	66.266
146	66.723	66.723
147	67.180	67.180
148	67.637	67.637
149	68.094	68.094
150	68.551	68.551
151	69.008	69.008
152	69.465	69.465
153	69.922	69.922
154	70.379	70.379
155	70.836	70.836
156	71.293	71.293
157	71.750	71.750
158	72.207	72.207
159	72.664	72.664
160	73.121	73.121
161	73.578	73.578
162	74.035	74.035
163	74.492	74.492
164	74.949	74.949
165	75.406	75.406
166	75.863	75.863
167	76.320	76.320
168	76.777	76.777
169	77.234	77.234
170	77.691	77.691
171	78.148	78.148
172	78.605	78.605
173	79.062	79.062
174	79.519	79.519
175	79.976	79.976
176	80.433	80.433
177	80.890	80.890
178	81.347	81.347
179	81.804	81.804
180	82.261	82.261
181	82.718	82.718
182	83.175	83.175
183	83.632	83.632
184	84.089	84.089
185	84.546	84.546
186	85.003	85.003
187	85.460	85.460
188	85.917	85.917
189	86.374	86.374
190	86.831	86.831
191	87.288	87.288
192	87.745	87.745
193	88.202	88.202
194	88.659	88.659
195	89.116	89.116
196	89.573	89.573
197	90.030	90.030
198	90.487	90.487
199	90.944	90.944
200	91.401	91.401
201	91.858	91.858
202	92.315	92.315
203	92.772	92.772
204	93.229	93.229
205	93.686	93.686
206	94.143	94.143
207	94.600	94.600
208	95.057	95.057
209	95.514	95.514
210	95.971	95.971
211	96.428	96.428
212	96.885	96.885
213	97.342	97.342
214	97.799	97.799
215	98.256	98.256
216	98.713	98.713
217	99.170	99.170
218	99.627	99.627
219	100.084	100.084
220	100.541	100.541
221	100.998	100.998
222	101.455	101.455
223	101.912	101.912
224	102.369	102.369
225	102.826	102.826
226	103.283	103.283
227	103.740	103.740
228	104.197	104.197
229	104.654	104.654
230	105.111	105.111
231	105.568	105.568
232	106.025	106.025
233	106.482	106.482
234	106.939	106.939
235	107.396	107.396
236	107.853	107.853
237	108.310	108.310
238	108.767	108.767
239	109.224	109.224
240	109.681	109.681
241	110.138	110.138
242	110.595	110.595
243	111.052	111.052
244	111.509	111.509
245	111.966	111.966
246	112.423	112.423
247	112.880	112.880
248	113.337	113.337
249	113.794	113.794
250	114.251	114.251
251	114.708	114.708
252	115.165	115.165
253	115.622	115.622
254	116.079	116.079
255	116.536	116.536
256	116.993	116.993
257	117.450	117.450
258	117.907	117.907
259	118.364	118.364
260	118.821	118.821
261	119.278	119.278
262	119.735	119.735
263	120.192	120.192
264	120.649	120.649
265	121.106	121.106
266	121.563	121.563
267	122.020	122.020
268	122.477	122.477
269	122.934	122.934
270	123.391	123.391
271	123.848	123.848
272	124.305	124.305
273	124.762	124.762
274	125.219	125.219
275	125.676	125.676
276	126.133	126.133
277	126.590	126.590
278	127.047	127.047
279	127.504	127.504
280	127.961	127.961
281	128.418	128.418
282	128.875	128.875
283	129.332	129.332
284	129.789	129.789
285	130.246	130.246
286	130.703	130.703
287	131.160	131.160
288	131.617	131.617
289	132.074	132.074
290	132.531	132.531
291	132.988	132.988



P. S. GRAHAM & ASSOCIATES
REGISTERED SURVEYORS
CONSULTING ENGINEERS - TOWN PLANNERS

19 WONGALA CRESCENT
BEECROFT 2119
84-5121
848-8408

73 THE CENTRE
SEVEN HILLS 2147
84-5121
848-8408

319 GEORGE STREET
WINDSOR 2786
STD. 045-77-3263

REF. S.5564

SURVEYOR'S REPORT

BEECROFT OFFICE

22nd January, 1979.

Messrs. Noel Dennis & Co.,
Solicitors,
188 George Street,
SYDNEY. 2000.

Dear Sirs,

Re: J.M. Mo\$top from W.G. & J.E. Hedon
Property: 21 Powder Works Road, North Narrabeen

As instructed by you we have surveyed the land comprised in C.T. Volume 5938 Folio 119 being Lot B as shown in File Plan No. 361113 and being the land edged red in the sketch hereon.

The subject land has a frontage of 13.715 metres to Powder Works Road, North Narrabeen in the Shire of Warringah.

Erected thereon and fronting Powder Works Road stands a fibrous cement cottage with tiled roof known as "Ocean Breeze", No. 21 in that road.

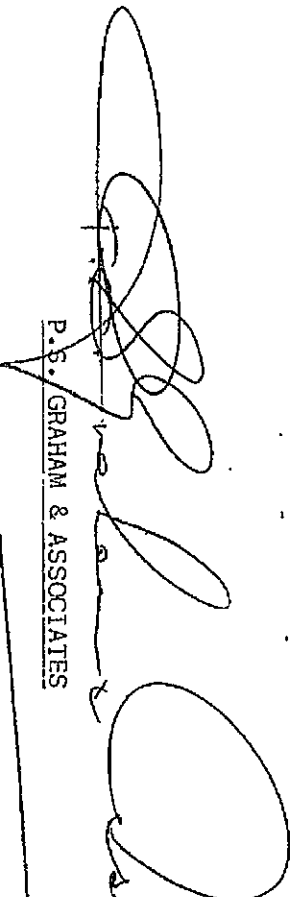
The position of the building in relation to the boundaries complies with the provisions of the Local Government Act.

There are no registered easements endorsed upon the Certificate of Title.

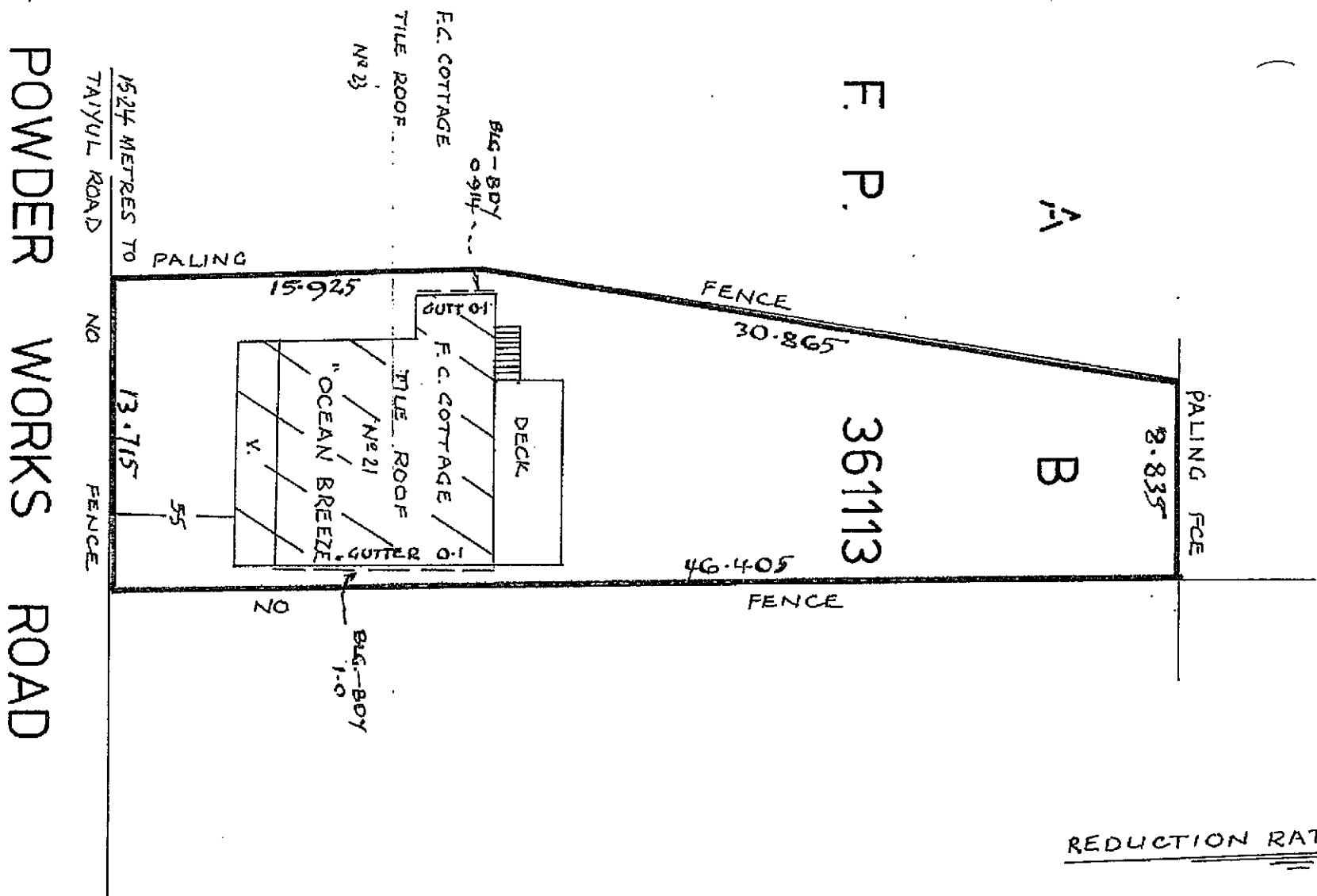
Fences exist as shown in the sketch hereon.

We are of the opinion that there are no encroachments either by or upon the subject land.

Yours faithfully,


P.S. GRAHAM & ASSOCIATES

REDUCTION RATIO 1:250



PITTWATER COUNCIL
Section 149 Pt 2 & 5 Planning Certificate
Environmental Planning & Assessment Act, 1979

Applicant: BRIAN MICHAEL HAMER
PO BOX 195
BALGOWLAH NSW 2093

Cert. No: e149/15/0972
Cert. Date: 09/10/2015
Fee: \$133.00
Property No: 55049

Your Reference:

Address of Property: 21 POWDERWORKS ROAD
NORTH NARRABEEN NSW 2101

Description of Property: Lot B DP 361113

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 R5 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 affectation 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 incapable to the land the subject of this certificate.*

OTHER RELEVANT MATTERS PROVIDED UNDER SECTION 149 (5)

The following advice is provided in good faith under Section 149 (5) of the Environmental Planning and Assessment Act, 1979 and the Council shall not incur any liability in respect of any such advice.

COMPANY TITLE SUBDIVISION

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

TREE PRESERVATION AND MANAGEMENT ORDER

The land is affected by a Tree Preservation and Management Order.

COUNCIL RESOLUTION TO AMEND ENVIRONMENTAL PLANNING INSTRUMENT

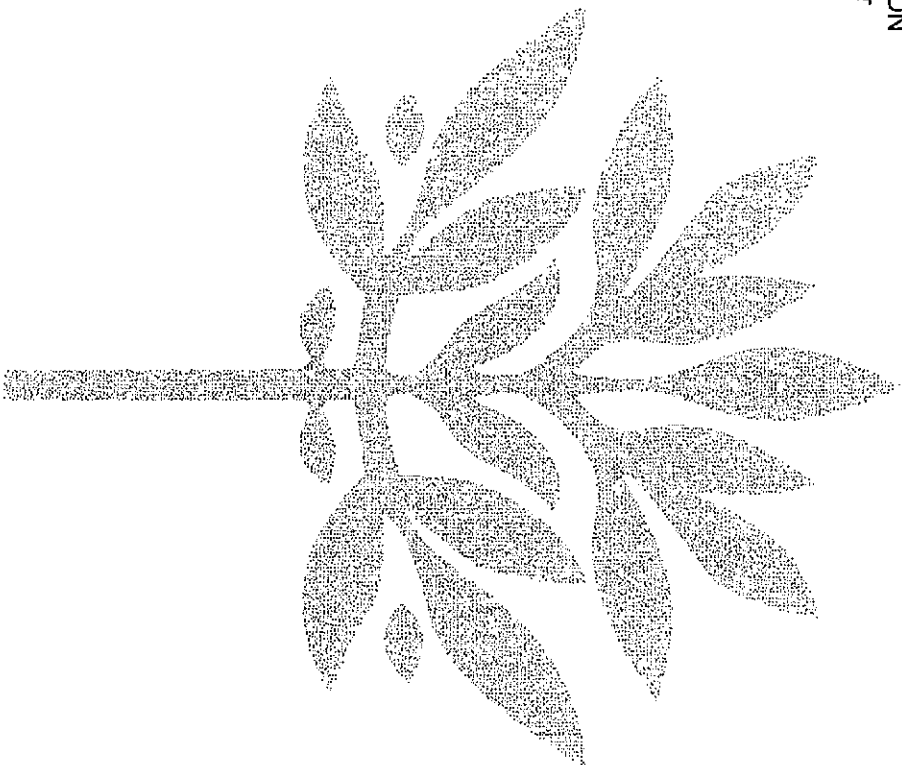
The following instrument or resolution of Council, if any, proposes to vary the provisions of an Environmental Planning Instrument (other than as referred to in the Certificate under Section 149 (2)).

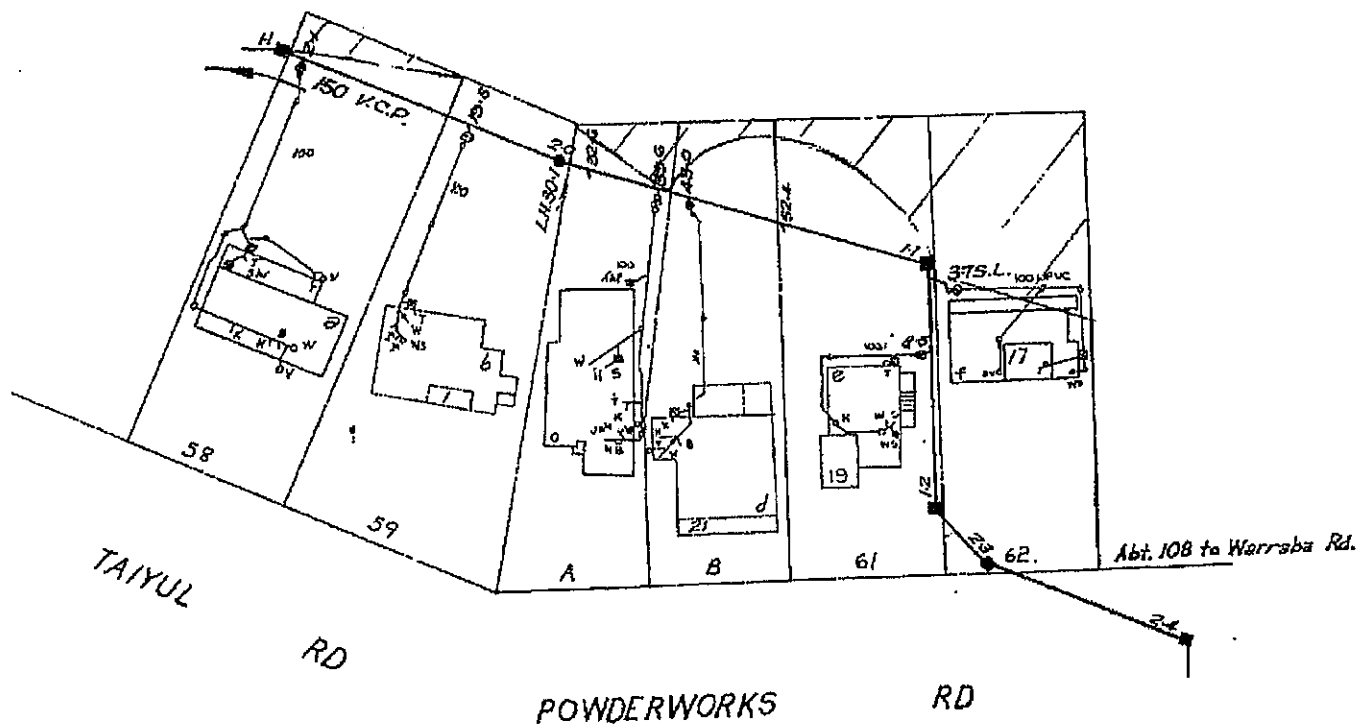
ADDITIONAL INFORMATION

Additional information, if any, relating 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





(Narrabeen) W.O. 47467

DRAINAGE			BRANCH OFFICE		PLUMBING		SYMBOLS AND ABBREVIATIONS	N.W.S. & D.B. SEWERAGE SERVICE SHEET Municipality of Warringah  Scale 1:500 Distances/depths in metres; Pipe diameters in millimetres
W.C.	Supervised by	Date	Date	Supervised by	Date			
Bth.	Inspector		Outfall	Inspector				
Shr.								
Bsn.	Chief Inspector		Drawer					
K.S.								
Tubs	Tracing Checked		Plumber					
Pip.								
Int.			Boundary Trap					
Ext.			Is not required					

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

25.8.77 e.18.10.77 f.10.8.82 a.10.12.88

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.

Form 825

TOWN LAND (TORRENS TITLE)

From *Purchasers Solicitor*
 To *Vendors Solicitor*

Date:

REQUISITIONS ON TITLE 2008 EDITION

RE..... Purchase From

Property

(In these Requisitions the terms "Vendor" and "Purchaser" should be read as expressing the appropriate number and gender including neuter gender and the terms Clause and Clauses refer to a Clause or Clauses in the 2005 Edition of the Contract for Sale of Land).

REQUISITIONS	RESPONSE
1. The Vendor must comply on completion with Clauses 15, 16.1, 16.2, 16.3, 16.5, 16.8, and 17.1.	
2. The Vendor must comply before completion with Clause 16.12.	
3. Rates and Taxes must be adjusted in accordance with Clause 14 and the Vendor must comply with Clause 16.6.	
4. The Vendor must before completion comply with any work order in accordance with Clauses 11.1 and 14.8.	
5. Has any claim been made on the Vendor to contribute to the cost of the boundary fences or is the Vendor aware of any such claim being made? If so, the Vendor should satisfy such claim before completion and produce receipt on or before completion.	
6. Is the Vendor aware of:- (a) any unregistered easements such as a right of way which affect the property? If so, please give full details. (b) the breach of any covenant noted on the title? If so, such breach must be remedied before completion.	
7. Has the Vendor received any notification from the Roads and Traffic Authority or local Council that the land or part of it is to be realigned, widened, altered or resumed? If so, please give full details.	
8. Is there any outstanding notification, claim or requirement of:- (a) a statutory or local authority, or (b) an adjoining owner which affects the property or any part of it? Any such notice, claim or requirement issued before contracts were exchanged must be complied with by the Vendor before completion.	
9. Is there any permissive occupancy of any part of the property or is any on in adverse possession? If so, the Purchaser relies on Clauses 16.3 and 17.1.	
10. Has any party (including corporation) acquired any rights in the property by prescription? The Purchaser relies on Clauses 16.3 and 17.1.	
11. If the sale of the property is subject to an existing tenancy:- (a) (if not already supplied) the Vendor should provide the Purchaser with a copy of the lease and advise the current rent and outgoings and the date to which they have been paid. (b) has there been any breach of the lease in which case such breach must be remedied before completion. (c) rent and outgoings should be apportioned in accordance with Clauses 14.1 and 14.2. (d) the lease (stamped and, if necessary, registered) should be handed over to the Purchaser on completion. (e) if applicable, the Vendor must obtain the consent in writing of the mortgagee to the transfer of the lease to the Purchaser on and from	

REQUISITIONS	RESPONSE
<p>completion.</p> <p>(f) The Vendor must comply with Clauses 24.3.2, 24.4.1, 24.4.3 and 24.4.4 on or before completion.</p>	
<p>12. Have the provisions of the Local Government Act 1919, or the Local Government Act 1993, as the case may be, its ordinances and regulations relating to buildings, subdivisions, alterations and additions been complied with in relation to the subject land and improvements? Any non-compliance must be advised before settlement.</p>	
<p>13. If any statutory or local authority has a valid claim to money due by the Vendor in respect of the property, such monetary claim or claims should be settled and discharged by the Vendor before completion.</p>	
<p>14. The Purchaser reserves his contractual rights to make a claim on the Vendor before completion as provided in Clauses 6, 7, 11.2 and 14.8.</p>	
<p>15. Has the Vendor or any predecessor in title:-</p> <p>(a) been bankrupt or are there any pending bankruptcy proceedings against the Vendor?</p> <p>(b) entered into any development or other agreement with a statutory or local authority which binds the subject land and which will bind the Purchaser on and from completion?</p> <p>If so, please give details?</p>	
<p>16. The Vendor must ensure all mortgages, writs and caveats are removed from the subject title prior to completion or in the alternative the appropriate registrable forms to remove them, properly executed, must be tendered at completion.</p>	
<p>17. Is there any pending litigation in respect of the property?</p>	
<p>18. Is the Vendor aware of any rights to, or restrictions on, access to the property? If so, please give full details.</p>	
<p>19. Is the Vendor aware of any restrictions on the use or development of the land?</p>	
<p>20. Survey should be satisfactory and certify (or report) that:-</p> <p>(a) the whole of the land sold will be available to the Purchasers on completion and</p> <p>(b) there is no encroachment by or upon the subject land and</p> <p>(c) the improvements sold are erected on the subject land.</p>	
<p>21. Has the Vendor been served with any order under Section 124 of the Local Government Act 1993 requiring him to demolish, repair or make structural alterations to a building which is erected on the subject land? If such order has not been complied with, the Vendor should do so before completion, and notify the Purchaser of his compliance.</p>	
<p>22. Has the Vendor or his mortgagee:-</p> <p>(a) a survey report?</p> <p>(b) a building certificate issued under Section 317A or Section 317AE of the Local Government Act 1913?</p> <p>(c) a building certificate issued under Section 149 of the Environmental Planning and Assessment Act 1979, Section 149D?</p> <p>If so, please obtain and forward a copy and ensure that the originals are handed over on completion.</p>	
<p>23. Has the Vendor been served with an order issued by the local Council or a consent authority under Section 121B of the Environmental Planning and Assessment Act 1979? If so, please give details.</p>	
<p>24. Is the land affected by the:-</p> <p>(a) National Parks and Wildlife Act 1974? If so, has the land or any part of it been set aside for conservation purposes? Please give full details.</p> <p>(b) Rural Fires Act 1997? If so, is the land a bushfire hazard or bushfire-prone land? Please give full details.</p> <p>(c) Threatened Species Conservation Act 1995? If so, please give full details.</p> <p>(d) Contaminated Land Management Act 1997? If so, please give full details.</p> <p>(e) Local Government Act 1993, Section 124? If so, please give full details.</p> <p>(f) Noxious Weeds Act 1993? If so, please give full details.</p>	

REQUISITIONS	RESPONSE
<p>(g) Heritage Act 1977? If so, please give full details.</p> <p>(h) Unhealthy Building Land Act 1990? If so, please give full details.</p>	
<p>25. Has the Vendor been served with any notice, order or claim arising under the following statutes:-</p> <p>(a) Family Law Act 1975 (Commonwealth Statute)?</p> <p>(b) Property (Relationships) Act 1984 (NSW Statute)?</p> <p>(c) Family Provision Act 1982 (NSW Statute)?</p> <p>(d) Encroachment of Building Act 1922 (NSW Statute)?</p> <p>If so, please advise full details.</p>	
<p>26. If the property sold "off-the-plan":-</p> <p>(a) the Vendor must provide the Purchaser on or before completion with:-</p> <p>(i) an Occupation Certificate (or a copy) issued as required by section 109M(1) of the Environmental Planning and Assessment Act 1979.</p> <p>(ii) a Certificate of Insurance (or a copy) as required by Section 92 of the Home Building Act 1989 at least 14 business days before completion.</p> <p>(iii) a Building Certificate (or a copy) in accordance with Section 149D of the Environmental Planning and Assessment Act 1979.</p> <p>(iv) Evidence that a final Fire Safety Certificate has been issued for the building.</p> <p>(b) Has the Vendor complied with the local Councils Conditions of Development Consent in respect of the Subdivision which created the Lot? If not, the Vendor should do so before completion or else provide the Purchaser with an Undertaking signed by the Vendor (or in the case of a company, signed by the Directors of that company under its common seal) to fully comply with such conditions within such period as the local Council specified.</p> <p>(c) The Vendor must comply with Clause 28.2 before completion.</p>	
<p>27. Is the subject land inclosed land within the meaning of the Inclosed Lands Protection Act 1901?</p>	
<p>28. If a Swimming Pool is included in the sale:-</p> <p>(a) was its construction approved by the Local Council? Please furnish a copy of such approval.</p> <p>(b) have the requirements of the Swimming Pools Act 1992 and its Regulations (in particular as to access and fencing) been complied with?</p> <p>(c) the Vendor should assign in writing to the Purchaser the benefit of any current warranties or guarantees in relation to the contract for the construction of the Swimming Pool. Do any such warranties and guarantees exist?</p> <p>(d) all pool chemicals and equipment should be left behind by the Vendors for the Purchasers use.</p>	
<p>29. If the Vendor is a company, are any of its officers aware of:-</p> <p>(a) a resolution having been passed to wind up the company?</p> <p>(b) a summons having been filed to wind up the company?</p> <p>(c) the appointment of a receiver?</p> <p>(d) an application having been made to the Australian Securities and Investments Commission under Section 573 of the Corporations Act 2001 to cancel the registration of the company?</p> <p>(e) any statutory demand having been served on the company pursuant to Section 459E(2) of the Corporations Act 2001?</p> <p>(f) the appointment of a voluntary administrator under Part 5.3A of the Corporations Act 2001?</p>	
<p>30. Are any of the inclusions specified in the Contract subject to any credit contract, hire purchase agreement, security interest in goods, leasing agreement, lien, charge or otherwise encumbered? If so, the Vendor should satisfy any such liability on or before completion.</p>	
<p>31. If the Vendor is an executor and/or trustee:-</p> <p>(a) The Vendor should be present at settlement to receive the amount payable to him and to give a trustees receipt.</p> <p>(b) Alternatively, do you require payment of the amount payable to the Vendors to be made into an Estate bank account?</p> <p>(c) Alternatively, do you rely on Section 53 of the Trustee Act 1925? If so, please</p>	

REQUISITIONS	RESPONSE
<p>(d) produce your written authority before settlement.</p> <p>If applicable, Section 66B of the Conveyancing Act 1919 should be complied with.</p>	
<p>32. In the case of Old System Title land:-</p> <p>(a) The Deeds and documents listed on Annexure "A" to these Requisitions should be produced for our inspection and found satisfactory prior to completion.</p> <p>(b) The Deeds and documents listed on Annexure "B" to these Requisitions relating solely to the subject property should be produce for inspection and found satisfactory and handed over at settlement.</p> <p>(c) As the Vendors will not retain any estate in the lands dealt with by the Deeds listed on Annexure "C" to these Requisitions after conveyance of the subject property to the Purchasers, they should be permanently deposited in the office of the Land and Property Information (NSW), Sydney, in accordance with Section 53(2)(e) of the Conveyancing Act 1919 and a certified copy of the Lodgement receipt furnished at settlement or, a written undertaking to furnish such certified copy handed over at settlement.</p> <p>(d) The Vendor must comply with Clauses 25.2 and 25.8 before completion.</p>	
<p>33. Have any building works been carried out at the property to which the Building Services Corporation Act 1989 and/or the Home Building Act 1989 applies? If so, please provide before completion satisfactory evidence that such legislation has been complied with.</p>	
<p>34. If the Transfer (or in the case of Old System Title, the Deed of Conveyance) will be signed under Power of Attorney:-</p> <p>(a) Please produce before completion a copy of the registered Power of Attorney, and</p> <p>(b) Written evidence should be provided at settlement of its non-revocation.</p>	
<p>35. Is the subject property situated within an aircraft flight path? If so, on what basis and what curfew applies?</p>	
<p>36. Satisfactory evidence must be produced before completion that any:-</p> <p>(a) improvements erected over the sewer, and/or</p> <p>(b) rainwater downpipes connected to the sewer water was authorised or permitted in writing by Sydney Water Corporation or its predecessor.</p>	
<p>37. Is there any encroachment:-</p> <p>(a) onto any adjoining land by any improvements erected on the subject land?</p> <p>(b) by any improvements erected on adjoining land onto the subject land to the Vendors knowledge? If so, please give details of any such encroachment which should be removed before completion.</p>	
<p>38. Has the Vendor been served with any notice or order relating to fire safety issued under Section 124 of the Local Government Act 1993 which the Vendor has not fully complied with? If so, the Vendor must satisfy the terms of such notice or order before completion.</p>	
<p>39. The Vendor must comply with Clause 4.2.</p>	
<p>40. The Vendor should provide at settlement a direction in accordance with Clause 20.5.</p>	
<p>41. (If applicable) The Vendor must comply with Clauses 13.4.2, 13.9 and 13.10 on and before completion.</p>	

DISCLAIMER

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Solicitor for Vendor