

Contract for the sale of land – 2005 edition

TERM

MEANING OF TERM

Vendor's agent **SKYLINE REAL ESTATE** Phone: 9452 3444
 3/14 Frenchs Forest Road, Frenchs Forest, NSW Fax: 9452 4555
 2086 Ref: KEIRAN DEMPSEY

Co-agent

Vendor **JOANNE MARION GUY**
 85 Madison Way, Allambie Heights, NSW 2100

Vendor's Solicitor **HAMER & HAMER BALGOWLAH** Phone: 9949 4022
 Suite 4, 383 Sydney Road, BALGOWLAH NSW 2093 Fax: 9907 9751
 PO Box 195, BALGOWLAH NSW 2093 Ref: MRH:BM:10195

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

Land **85 MADISON WAY, ALLAMBIE HEIGHTS, NEW SOUTH WALES 2100**
 Registered Plan: Lot 2601 Plan DP1027893
 Folio Identifier 2601/1027893

(Address, plan details and title reference)

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: ducted air conditioner

Exclusions **gas heaters, staghorns on fence**

Purchaser

Purchaser's solicitor

Price \$
 Deposit \$ _____ (10% of the price, unless otherwise stated)
 Balance \$
 Contract date (if not stated, the date this contract was made)

Vendor

Witness

GST AMOUNT (optional)
 The price includes
 GST of:

Purchaser JOINT TENANTS tenants in common in unequal shares Witness

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

Land tax is adjustable NO yes
 GST: Taxable supply NO yes in full yes to an extent
 Margin scheme will be used in making the taxable supply NO yes

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

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

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

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

WARNINGS

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

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.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 1987 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty 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.
7. 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.
8. The purchaser should arrange insurance as appropriate.

DISPUTES

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

AUCTIONS

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

WARNING SWIMMING POOLS

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

WARNING SMOKE ALARMS

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Payment of vendor duty out of the deposit

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

- The purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion -
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay -
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed -
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse.

8 Vendor's right to rescind

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

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can -
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause-
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either -
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover -
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Completion date

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

16 Completion

• Vendor

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

• Purchaser

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

• Place for completion

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

17 Possession

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

- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion -

- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion -

- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor -

- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate mentioned in Schedule J of the Supreme Court Rules 1970.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right -

- 19.1.1 only by *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

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

- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is -

- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by fax to the *party's solicitor*, unless it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

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

- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, and 17 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* includes a reference to any corresponding later *legislation*.

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

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

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

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

21 Time limits in these provisions

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

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

ADDITIONAL CONDITIONS ANNEXED TO CONTRACT FOR SALE

BETWEEN: JOANNE MARION GUY

(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 thereto). 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. Swimming pool and fencing

- 41.1 The vendor does not warrant that the swimming pool, if any, on the property and the swimming pool fencing enclosure comply with the requirements imposed by the Swimming Pools Act 1992 and the regulations prescribed under that Act ("the pool and fencing compliance").
- 41.2 Notwithstanding any other provision in this contract, the purchaser shall not be entitled to make any objection, requisition or claim for compensation whatsoever in relation to the pool and fencing compliance.

42. Deposit Release

The purchaser agrees to release to the vendor that part of the deposit which the vendor requires to pay as a deposit on another property. The deposit will be paid to the Trust Account of a licensed real estate agent or solicitor and not further released.

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 Teerman Newton Richmond Pty Ltd dated 14 March 2002 ('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:

- (a) Slab overhangs eastern boundary by about 0.14;
- (b) BK0.02 over boundary on western boundary.

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:

- (a) The residence has been completed.

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.

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 2601/1027893.
2. Deposited Plan 1027893 & 88B Instrument.
3. Deposited Plan 1022237 & 88B Instrument.
4. Dealing 7746463.
5. Survey Report of Teerman Newton Richmond Pty Ltd dated 14 March 2002.
6. Building Certificate of Warringah Council dated 7 December 2006.
7. Section 149 (2) & (5) Certificate.
8. Sewer Diagram.
9. Requisitions on title in additional condition 39.

SIGNED by JOANNE MARION)
GUY)
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

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 2601/1027893

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
13/7/2015	12:09 PM	5	18/6/2009

LAND

LOT 2601 IN DEPOSITED PLAN 1027893
AT ALLAMBIE HEIGHTS
LOCAL GOVERNMENT AREA WARRINGAH
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1027893

FIRST SCHEDULE

JOANNE MARION GUY (T AE761884)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE MEMORANDUM S700000A
- 2 DP1022237 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
- 3 DP1027893 RESTRICTION(S) ON THE USE OF LAND
7746463 VARIATION OF RESTRICTION DP1027893

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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

Lengths are in metres

Subdivision of Lot 26 in DP 1022237 covered
by Subdivision Certificate No. 103 of 26.4.2001

DP1027893

Sheet 1 of 6

PART 1

Full name and address of proprietors of
the land:

Ardel Pty Ltd
ACN 000 271 992
36 Mathews Street
Davidson NSW 2085

1. Identity of Restriction on the Use of Land firstly
referred to in the abovementioned Plan Restriction on the Use of Land

Schedule of Lots affected

<u>Lots Burdened</u>	<u>Lot/s Authority Benefited</u>
2601	2602
2602	2601

PART 2

**TERMS OF RESTRICTION ON THE USE OF LAND FIRSTLY REFERRED TO IN THE
ABOVEMENTIONED PLAN**

The Registered Proprietor of each Lot covenants that;

1. Use of the Lot:
The Lot shall be used only as a site for a single unit private dwelling and associated residential purposes.
2. Dwelling Size:
The dwelling house erected on the lot shall have a minimum internal floor area, excluding garage of 160 square metres.
3. Dwelling and Other Construction:
 - a) Until January 2003, any construction requiring a building permit must first be approved by Martin & Spork Architects or such other architects as nominated from time to time by Ardel Pty Limited. Such approval will not be withheld if the building complies with the following standards:

WARRINGAH COUNCIL

.....
Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS,
RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS
INTENDED TO BE CREATED PURSUANT TO
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Lengths are in metres

Subdivision of Lot 26 in DP 1022237 covered
by Subdivision Certificate No 10360 of 26.11.2001

DP1027893

Sheet 2 of 6

(i) External Features

Roof Pitch	25-30°
Eaves	Minimal or no eaves: feature corbel banding to fascia alignment
Window & Door Openings	Rendered banding to street elevations Windows vertical proportion to street elevations Doors hinged to street elevations
Columns, Planterboxes	Rendered brick corbel/banding

(ii) Materials

Roof:	Terracotta or concrete tiles Colour natural TC or charcoal (eg. Slate colour)
Gutters & Downpipes	Metal, prefinished
External Walls	Cement rendered masonry/Self coloured cement render/Lightweight cladding with rendered appearance
Lower Ground Floor Walls	Split face blockwork Grooved cement rendered masonry
Windows & Glazed Doors	Timber framed/"Traditional Style" aluminium framed (ie not narrow style frames) to street elevations
Garage Doors	Prefinished metal panel type
Balustrades	Metal, powdercoat finish

- b) The dwelling house or other outside structure shall be erected and finished in a good and workmanlike manner in accordance with the best trade practices with

WARRINGAH COUNCIL


.....
Authorised Person



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

Lengths are in metres

DP1027893

Subdivision of Lot 26 in DP 1022237 covered
by Subdivision Certificate No 1014 of 22.4.2001

Sheet 3 of 6

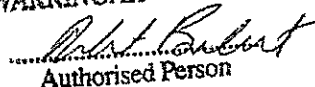
only new first quality materials being used and in accordance with all necessary approval's.

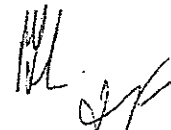
- c) At least eighty-five percent of the external wall cladding shall be stone, glass or painted cement rendered to masonry or sheeting.
- d) Roofing material shall be of concrete tiles or clay tiles.
- e) Car accommodation shall be provided only as a fully enclosed garage which must form an integral part of the house and have prefinished metal panel type door.
- f) No subsidiary buildings shall be erected on the Lot.
- g) An incomplete building shall not be left without substantial work being carried out for longer than two (2) months. Total construction time shall not exceed eight (8) months.
- h) All parts of any building which are normally painted or stained shall be so painted or stained as soon as practicable after their construction.
- i) The Lot shall at all times during construction of the dwelling be kept tidy and free of building debris and waste. Where debris and waste is to be temporarily stored on site during construction it shall be done so within a suitably sized industrial bin or skip or at the rear of the dwelling and within the Lot.
- j) A building previously erected on other land shall not be erected or placed upon the Lot.
- k) Building floor structure supports may not be exposed and such floor supports must be enclosed before occupation of the dwelling. The lower floor of a two (2) storey dwelling must also be enclosed before occupation of the dwelling.

4. Temporary Structures:

No temporary dwelling, caravan, privy, advertising sign or hoarding, or anything which shall be an eyesore shall be brought onto or erected on the Lot except sheds, workshops or office rooms to be used for the purpose of and only in connection with the building of a permanent building in the course of construction on the Lot. In no instance shall any structure be used as a temporary dwelling.

WARRINGAH COUNCIL


Authorised Person



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

Lengths are in metres

Subdivision of Lot 26 in DP 1022237 covered
by Subdivision Certificate No.1036 of 26.4.2001

DP1027893

Sheet 4 of 6

5. Excavations:

Any excavation or fill which alters the present topography of the Lot by more than one (1) metre must be secured by an adequate retaining wall and completed before any person resides on the Lot.

6. Driveways:

Only one driveway shall access the Lot, which is not wider than 5.5 metres at the street boundary of the Lot, and must be paved with stone, brick pavers, tiles or concrete (stamped, coloured or exposed aggregate). The driveway shall be completed prior to habitation of the dwelling house.

7. Fences:

Fences forward of the front of the building line and visible from the street shall match the materials and character of the house construction. Side or rear fences not already existing shall be constructed only of rendered masonry, cap and lapped timber or brush. A fence may not be erected on any Lot to divide that Lot from the land owned by the Vendor without the consent of the Vendor, but that consent will not be withheld if the fence is erected without expense to the Vendor.

8. Landscaping:

All garden areas visible from the street must be fully landscaped within one (1) month of habitation of the dwelling house.

9. Clotheslines:

Clotheslines must be located so as not to be visible from the street.

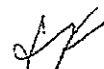
10. Letterboxes:

Letterboxes must be incorporated into a masonry wall or pillar and conform to Australia Post preferred standards.

WARRINGAH COUNCIL


.....
Authorised Person





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

Lengths are in metres

Subdivision of Lot 26 in DP 1022237 covered
by Subdivision Certificate No. 076 of 26.4.2001

DP1027893

Sheet 5 of 6

11. Trees:

Tress may not be excessively pruned, injured or removed from the Lot otherwise than for the purposes of construction of a building on the Lot and, if a tree is so pruned, injured or removed, a replacement tree must be planted elsewhere on the Lot.

12. Care and Maintenance:

- a) The Lot must be maintained in a clean, neat and tidy condition at all times.
- b) No rubbish shall be allowed to accumulate or be placed upon the Lot and no incinerator or other article connected with the disposal or storage of rubbish save for domestic rubbish bins shall be used.
- c) At no time shall another lot be disturbed or used for access or storage.

13. Parking of Vehicles:

Commercial and heavy transport vehicles may not be parked on a regular or permanent basis on the Lot other than in connection with the construction of a building on the Lot.

14. Signs:

No sign or advertisement of any nature whatsoever shall be placed or erected on the Lot provided that this shall not prevent the display of a builder's sign no larger than 1.000 x 1.000 metres or one sign indicating the Lot is for sale. Each such sign shall be in keeping with the overall estate signage. This restriction shall expire on 1 January 2003.

15. Animals:

No animals, livestock or poultry shall be brought onto, raised or bred or kept on the Lot excepting dogs which shall not exceed two (2) in number, or a lesser number should any law or regulation specify. No dog shall be kept on the Lot unless the Lot has been fenced so as to constrain the dog to the Lot.

16. Display Homes:

The Purchaser or any successor in title from the Purchaser shall not use the Lot or permit the Lot to be used for the purposes of constructing thereon a display home or permit a home constructed thereon to be used as a display home without the prior consent of Ardel Pty Limited.

WARRINGAH COUNCIL

[Signature]
.....
Authorised Person

[Signature]

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

Lengths are in metres

Subdivision of Lot 26 in DP 1022237 covered
by Subdivision Certificate No. 10340 of 26.4.2001

DP1027893

Sheet 6 of 6

17. Ardel Pty Limited's Rights:

Ardel Pty Limited reserves the right to vary or exclude any of the obligations under these Covenants provided that such action will only be taken in keeping with the aims to establish a modern, well designed, residential estate. Ardel Pty Limited acknowledges that should new products be aesthetically acceptable and consistent with the aims of the community in its opinion, then such, products will be acceptable to Ardel Pty Limited. The Purchaser hereby absolves Ardel Pty Limited from any liability whatsoever for any action taken in the variation or exclusion of any Covenant. The Purchaser grants to Ardel Pty Limited the right to remedy any breaches of these Covenants and authorizes Ardel Pty Limited to enter the Lot to remove any structure or article or animal contravening these Covenants or to perform any other works necessary to comply with these Covenants and agrees to pay the cost of any works so carried out including any costs of storage or disposal.

18. TV Dishes, Aerials and Associated Structures:

No television satellite dish antenna, radio antenna, radio mast or associated structures shall be erected on any Lot in a position where they are visible from the road.

Name of the person or Authority empowered to release, vary or modify the terms of the Restriction on the Use of Land firstly referred to in the Subventioned Plan, 17.05.2001

Ardel Pty Limited

THE COMMON SEAL OF ARDEL PTY LIMITED was hereunto affixed by order of the Board of Directors in the presence of

P. Thomas Director
PETER THOMAS LOPTUS
J. A. Fereday Secretary
JOHN ALBERT FEREDAY



Executed by Australia and New Zealand Banking Group Limited (ACN 005 357 522) GUY LAWSON CAPPER signed by its Attorney who certifies that he is Manager Business Banking pursuant to Power of Attorney Registered No. 840 Book 4228

[Signature]
Signed in the presence of
(Signature)

STEVEN TOKK
(Print Name)

BANK OFFICER
(Title)

WARRINGAH COUNCIL
[Signature]
Authorised Person

REGISTERED 8.5.2001

PLAN FORM 2

SIGNATURES AND SEALS ONLY.
 THE COMMON SEAL OF ABBEY LANE LIMITED was hereunto directed by order of the Board of Directors in the presence of *[Signature]* Director



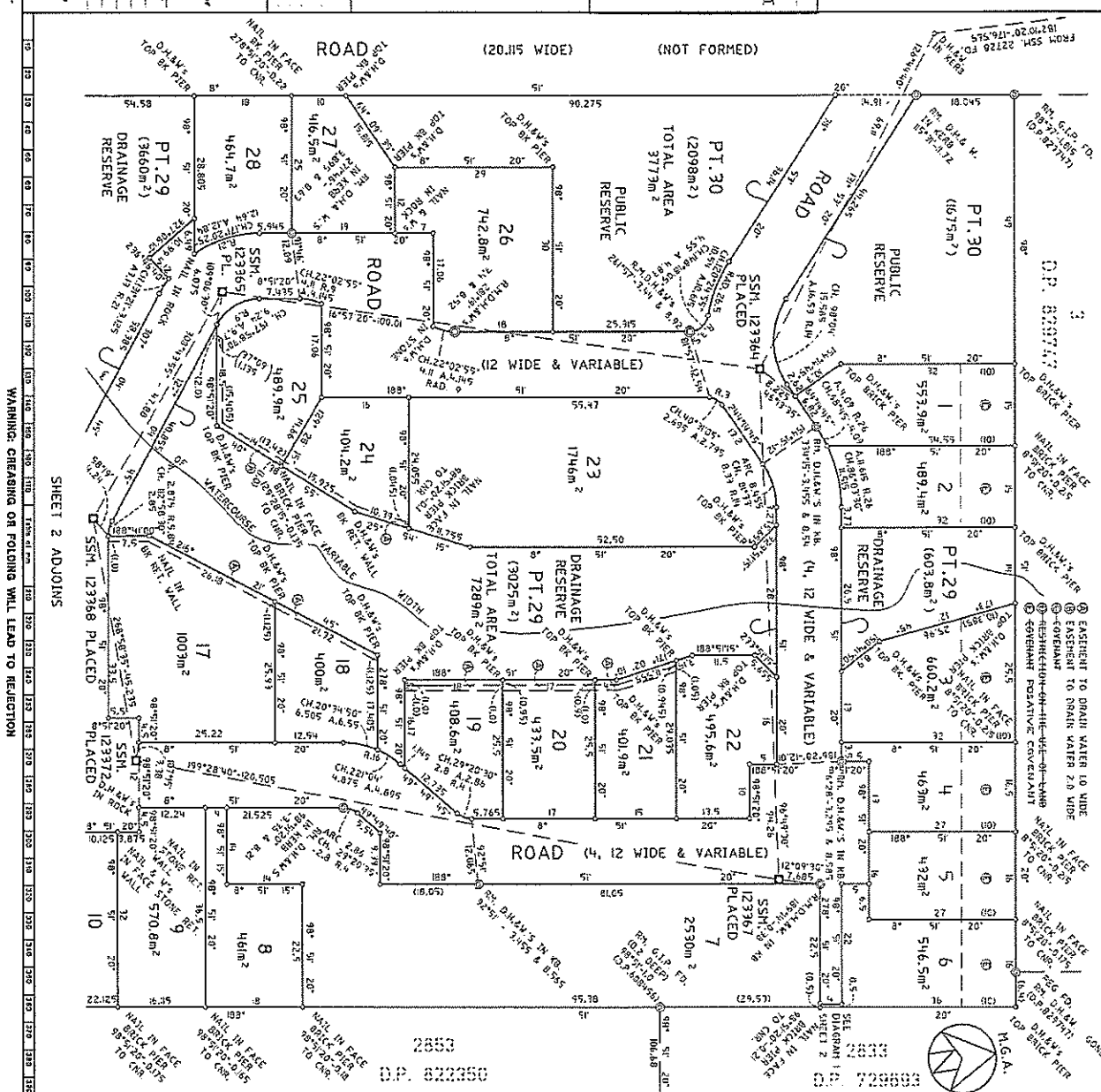
21st Dec. March 2001
 Proposed plan under Section 23 of the Land Registration Act 1964 and the Land Registration Act 1980, as amended, for the registration of the plan as a public reserve and for the dedication of the road as a public road. The plan is submitted for registration under the provisions of the Land Registration Act 1964 and the Land Registration Act 1980, as amended, and is subject to the provisions of the Land Registration Act 1964 and the Land Registration Act 1980, as amended, and is subject to the provisions of the Land Registration Act 1964 and the Land Registration Act 1980, as amended.

[Signature]
 SHERIDAN T. O'NEILL
 (Solicitor)
 28, GRAFTON ST.,
 DUBLIN 1, IRELAND

Grant Lines Office Approval
 Part approved: *[Signature]*
 Land Register: *[Signature]*
 Plan Book: *[Signature]*

Standard Certificate
 This plan is a plan for the registration of a public reserve and for the dedication of a road as a public road. The plan is submitted for registration under the provisions of the Land Registration Act 1964 and the Land Registration Act 1980, as amended, and is subject to the provisions of the Land Registration Act 1964 and the Land Registration Act 1980, as amended.

Authorisation No. 101849
 Date of authorisation: 20-3-2001
 Authorisation No. 101849
 Date of authorisation: 20-3-2001



Plan Drawing only to appear in this space

WARNING: CHEATING OR FOLDING WILL LEAD TO REJECTION

SHEET 2 ADJOINS

DP1022237

29-3-2001

Site Certificate
 The System: TORRENS
 Purpose: SUBDIVISION
 Ref. No.: U984-SF
 Last File: DP.822350
 PLAN OF SUBDIVISION OF LOT 2854
 IN DP.822350

Lengths are in metres. Reduction Ratio 1:500
 LGA: VANNINGAH
 Locality: ALLAMBE HEIGHTS
 Parish: HAWLEY COVE
 Country: CUMBERLAND

This is a plan for the registration of a public reserve and for the dedication of a road as a public road. The plan is submitted for registration under the provisions of the Land Registration Act 1964 and the Land Registration Act 1980, as amended, and is subject to the provisions of the Land Registration Act 1964 and the Land Registration Act 1980, as amended.

[Signature]
 SHERIDAN T. O'NEILL
 (Solicitor)
 28, GRAFTON ST.,
 DUBLIN 1, IRELAND

PURSUANT TO SECTION 88B OF THE LAND REGISTRATION ACT 1980, IT IS HEREBY DECLARED THAT THIS PLAN IS A PLAN FOR THE REGISTRATION OF A PUBLIC RESERVE AND FOR THE DEDICATION OF A ROAD AS A PUBLIC ROAD. THE PLAN IS SUBMITTED FOR REGISTRATION UNDER THE PROVISIONS OF THE LAND REGISTRATION ACT 1964 AND THE LAND REGISTRATION ACT 1980, AS AMENDED, AND IS SUBJECT TO THE PROVISIONS OF THE LAND REGISTRATION ACT 1964 AND THE LAND REGISTRATION ACT 1980, AS AMENDED.

IT IS HEREBY DECLARED THAT THIS PLAN IS A PLAN FOR THE REGISTRATION OF A PUBLIC RESERVE AND FOR THE DEDICATION OF A ROAD AS A PUBLIC ROAD. THE PLAN IS SUBMITTED FOR REGISTRATION UNDER THE PROVISIONS OF THE LAND REGISTRATION ACT 1964 AND THE LAND REGISTRATION ACT 1980, AS AMENDED, AND IS SUBJECT TO THE PROVISIONS OF THE LAND REGISTRATION ACT 1964 AND THE LAND REGISTRATION ACT 1980, AS AMENDED.

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

Lengths are in metres

Subdivision of Lot 2854 in DP 822350

Sheet 1 of 10

DP1022237

PART 1

Full name and address of proprietors of
the land:

Ardel Pty Ltd
ACN 000 271 992
Level 13
99 Mount Street
North Sydney NSW 2060

1. Identity of Easement firstly referred
to in the abovementioned Plan Easement to Drain Water 1.0 wide

Schedule of Lots affected

<u>Lots Burdened</u>	<u>Lot/s Authority Benefited</u>
17	18-22
18	19-22
19	20-22
20	21-22
21	22
24	23
25	23, 24

2. Identity of Easement secondly
referred to in the abovementioned
Plan Easement to Drain Water 2.0 wide

Schedule of Lots affected

<u>Lots Burdened</u>	<u>Lot/s Authority Benefited</u>
6	Lot 2833 in DP 729693
10	Lot 2853 in DP 822350

3. Identity of Restriction thirdly referred
to in the abovementioned Plan Restriction on Use of Land

Schedule of Lots affected

<u>Lots Burdened</u>	<u>Lot/s Authority Benefited</u>
Each Lot of 1-6, 8-16, 18-22, 24, 25, 27, 28	Every other Lot of 1-6, 8-16, 18-22, 24, 25, 27, 28

WARRINGAH COUNCIL


.....
Authorised Person



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

Lengths are in metres

Subdivision of Lot 2854 in DP 822350

DP1022237

Sheet 2 of 10

4. Identity of Restriction fourthly referred to in the abovementioned Plan Restriction on use of Land

Schedule of Lots affected

Lots Burdened
Lots 1-28

Lot/s Authority Benefited
Warringah Council

5. Identity of Covenant fifthly referred to in the abovementioned Plan Positive Covenant

Schedule of Lots affected

Lots Burdened
1-6 & 11-16

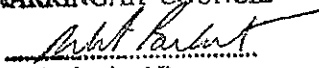
Lot/s Authority Benefited
Warringah Council

PART 2

TERMS OF EASEMENT ON THE USE OF LAND FIRSTLY REFERRED TO IN THE ABOVEMENTION PLAN

1. Full and free right for the body in whose favour this easement is created, and every person authorized by it, from time to time and at all times to;
- (i) drain water (whether rain, storm, spring soakage, or seepage water) in any quantities across and through the land herein indicated as the servient tenement;
 - (ii) to use, for the purposes of the easement, any line of pipes already laid within the servient tenement for the purpose of draining water or any pipe or pipes in replacement or in substitution thereof;
 - (iii) or where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement;
 - (iv) to bring onto the servient tenant any tools, implements, or machinery, necessary for the purpose; and
 - (v) to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary.

WARRINGAH COUNCIL


.....
Authorized Person

off *M/L*

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

DP1022237

Subdivision of Lot 2854 in DP 822350

Sheet 3 of 10

2. That the body in whose favour this easement is created and the persons authorized by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

TERMS OF EASEMENT SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN

1. Full and free right for the body in whose favour this easement is created, and every person authorized by it, from time to time and at all times to;
 - (i) drain water (whether rain, storm, spring soakage, or seepage water) in any quantities across and through the land herein indicated as the servient tenement;
 - (ii) to use, for the purposes of the easement, any line of pipes already laid within the servient tenement for the purpose of draining water or any pipe or pipes in replacement or in substitution thereof;
 - (iii) or where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement;
 - (iv) to bring onto the servient tenement any tools, implements, or machinery, necessary for the purpose; and
 - (v) to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary.
2. That the body in whose favour this easement is created and the persons authorized by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

WARRINGAH COUNCIL


.....
Authorized Person



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

Lengths are in metres

Subdivision of Lot 2854 in DP 822350

DP1022237

Sheet 4 of 10

**TERMS OF COVENANT THIRDLY REFERRED TO IN THE ABOVEMENTIONED
PLAN**

The Registered Proprietor of each Lot covenants that;

1. Use of the Lot:

The Lot shall be used only as a site for a single unit private dwelling and associated residential purposes.

2. Dwelling Size:

The dwelling house erected on the lot shall have a minimum internal floor area, excluding garage of 160 square metres.

3. Dwelling and Other Construction:

a) Until January 2003, any construction requiring a building permit must first be approved by Martin & Spork Architects or such other architects as nominated from time to time by Ardel Pty Limited. Such approval will not be withheld if the building complies with the following standards:

(i) External Features

Roof Pitch 25-30°

Eaves Minimal or no eaves: feature corbel banding to fascia alignment

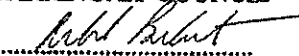
Window &
Door Openings Rendered banding to street elevations
 Windows vertical proportion to street elevations
 Doors hinged to street elevations

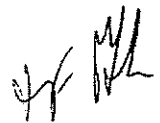
Columns,
Planterboxes Rendered brick corbel/banding

(ii) Materials

Roof: Terracotta or concrete tiles
 Colour natural TC or charcoal (eg. Slate colour)

WARRINGAH COUNCIL


.....
Authorised Person



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

DP1022237

Subdivision of Lot 2854 in DP 822350

Sheet 5 of 10

Gutters & Downpipes	Metal, prefinished
External Walls	Cement rendered masonry/Self coloured cement render/Lightweight cladding with rendered appearance
Lower Ground Floor Walls	Split face blockwork Grooved cement rendered masonry
Windows & Glazed Doors	Timber framed/"Traditional Style" aluminium framed (ie not narrow style frames) to street elevations
Garage Doors	Prefinished metal panel type
Balustrades	Metal, powdercoat finish

- b) The dwelling house or other outside structure shall be erected and finished in a good and workmanlike manner in accordance with the best trade practices with only new first quality materials being used and in accordance with all necessary approval's.
- c) At least eighty-five percent of the external wall cladding shall be stone, glass or painted cement rendered to masonry or sheeting.
- d) Roofing material shall be of concrete tiles or clay tiles.
- e) Car accommodation shall be provided only as a fully enclosed garage which must form an integral part of the house and have prefinished metal panel type door.
- f) No subsidiary buildings shall be erected on the Lot.
- g) An incomplete building shall not be left without substantial work being carried out for longer than two (2) months. Total construction time shall not exceed eight (8) months.
- h) All parts of any building which are normally painted or stained shall be so painted or stained as soon as practicable after their construction.

WARRINGAH COUNCIL


.....
Authorised Person



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

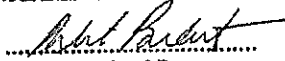
DP1022237

Subdivision of Lot 2854 in DP 822350

Sheet 6 of 10

- i) The Lot shall at all times during construction of the dwelling be kept tidy and free of building debris and waste. Where debris and waste is to be temporarily stored on site during construction it shall be done so within a suitably sized industrial bin or skip or at the rear of the dwelling and within the Lot.
- j) A building previously erected on other land shall not be erected or placed upon the Lot.
- k) Building floor structure supports may not be exposed and such floor supports must be enclosed before occupation of the dwelling. The lower floor of a two (2) storey dwelling must also be enclosed before occupation of the dwelling.
4. Temporary Structures:
- No temporary dwelling, caravan, privy, advertising sign or hoarding, or anything which shall be an eyesore shall be brought onto or erected on the Lot except sheds, workshops or office rooms to be used for the purpose of and only in connection with the building of a permanent building in the course of construction on the Lot. In no instance shall any structure be used as a temporary dwelling.
5. Excavations:
- Any excavation or fill which alters the present topography of the Lot by more than one (1) metre must be secured by an adequate retaining wall and completed before any person resides on the Lot.
6. Driveways:
- Only one driveway shall access the Lot, which is not wider than 5.5 metres at the street boundary of the Lot, and must be paved with stone, brick pavers, tiles or concrete (stamped, coloured or exposed aggregate). The driveway shall be completed prior to habitation of the dwelling house.
7. Fences:
- Fences forward of the front of the building line and visible from the street shall match the materials and character of the house construction. Side or rear fences not already existing shall be constructed only of rendered masonry, cap and lapped timber or brush. A fence may not be erected on any Lot to divide that Lot from the land owned by the Vendor without the consent of the Vendor, but that consent will not be withheld if the fence is erected without expense to the Vendor.

WARRINGAH COUNCIL


.....
Authorised Person



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

Lengths are in metres

Subdivision of Lot 2854 in DP 822350

DP1022237

Sheet 7 of 10

8. Landscaping:

All garden areas visible from the street must be fully landscaped within one (1) month of habitation of the dwelling house.

9. Clotheslines:

Clotheslines must be located so as not to be visible from the street.

10. Letterboxes:

Letterboxes must be incorporated into a masonry wall or pillar and conform to Australia Post preferred standards.

11. Trees:

Tress may not be excessively pruned, injured or removed from the Lot otherwise than for the purposes of construction of a building on the Lot and, if a tree is so pruned, injured or removed, a replacement tree must be planted elsewhere on the Lot.

12. Care and Maintenance:

- a) The Lot must be maintained in a clean, neat and tidy condition at all times.
- b) No rubbish shall be allowed to accumulate or be placed upon the Lot and no incinerator or other article connected with the disposal or storage of rubbish save for domestic rubbish bins shall be used.
- c) At no time shall another lot be disturbed or used for access or storage.

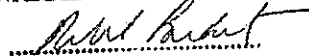
13. Parking of Vehicles:

Commercial and heavy transport vehicles may not be parked on a regular or permanent basis on the Lot other than in connection with the construction of a building on the Lot.

14. Signs:

No sign or advertisement of any nature whatsoever shall be placed or erected on the Lot provided that this shall not prevent the display of a builder's sign no larger than 1.000 x 1.000 metres or one sign indicating the Lot is for sale. Each such sign shall be in keeping with the overall estate signage. This restriction shall expire on 1 January 2003.

WARRINGAH COUNCIL


.....
Authorised Person



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS,
RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS
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SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

Subdivision of Lot 2854 in DP 822350

DP1022237

Sheet 8 of 10

15. Animals:

No animals, livestock or poultry shall be brought onto, raised or bred or kept on the Lot excepting dogs which shall not exceed two (2) in number, or a lesser number should any law or regulation specify. No dog shall be kept on the Lot unless the Lot has been fenced so as to constrain the dog to the Lot.

16. Display Homes:

The Purchaser or any successor in title from the Purchaser shall not use the Lot or permit the Lot to be used for the purposes of constructing thereon a display home or permit a home constructed thereon to be used as a display home without the prior consent of Ardel Pty Limited.

17. Ardel Pty Limited's Rights:

Ardel Pty Limited reserves the right to vary or exclude any of the obligations under these Covenants provided that such action will only be taken in keeping with the aims to establish a modern, well designed, residential estate. Ardel Pty Limited acknowledges that should new products be aesthetically acceptable and consistent with the aims of the community in its opinion, then such, products will be acceptable to Ardel Pty Limited. The Purchaser hereby absolves Ardel Pty Limited from any liability whatsoever for any action taken in the variation or exclusion of any Covenant. The Purchaser grants to Ardel Pty Limited the right to remedy any breaches of these Covenants and authorizes Ardel Pty Limited to enter the Lot to remove any structure or article or animal contravening these Covenants or to perform any other works necessary to comply with these Covenants and agrees to pay the cost of any works so carried out including any costs of storage or disposal.

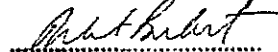
18. TV Dishes, Aerials and Associated Structures:

No television satellite dish antenna, radio antenna, radio mast or associated structures shall be erected on any Lot in a position where they are visible from the road.

Name of the person or Authority empowered to release, vary or modify the terms of the Covenant thirdly referred to in the abovementioned Plan.

Ardel Pty Limited

WARRINGAH COUNCIL


.....
Authorised Person



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

DP102237

Subdivision of Lot 2854 in DP 822350

Sheet 9 of 10

TERMS OF RESTRICTION FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

The Registered Proprietor covenants as follows with the Council:

- (i) The Registered Proprietor will;
 - (a) Prohibit the keeping and breeding of any type of domestic cats on the Lot;
 - (b) Permit the Council or its authorized agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the Lot for compliance with the requirements of this clause;
 - (c) Comply with the terms of any written notice issued by the Council in respect to the requirements of this clause within the time stated in the notice.

Name of the person or Authority empowered to release, vary or modify the terms of the Covenant fourthly referred to in the abovementioned Plan

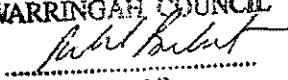
Warringah Council


TERMS OF COVENANT FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

The Registered Proprietor Covenants as follows with the Council.

The Registered Proprietor will;

- i) Keep the area delineated on the Lot clear of all flammable material, bushland undergrowth, fallen timber, leaves and other combustible material in accordance with Bushland Management Plan - Reduction of Fire Hazards.
- ii) Permit the Council or its authorized agents from time to time, upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the Lot for compliance with requirements of this clause.
- iii) Comply with the terms of any written notice issued by the Council in respect to the requirements of this clause within the time stated in the notice.

WARRINGAH COUNCIL

.....
Authorised Person



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS,
RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS
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SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

Subdivision of Lot 2854 in DP 822350

DP1022237

Sheet 10 of 10

- iv) Use only appropriate, essentially non-combustible building materials for all structures erected within the area, and use AS3959 as the Building Standard to be applied to all structures.

Name of the person or Authority empowered to release, vary or modify the terms of the Covenant fourthly referred to in the abovementioned Plan

Warringah Council

THE COMMON SEAL of)
ARDEL PTY LIMITED was)
affixed in the presence of:)



J.A. Fereday
Secretary/Director

Peter Thomas Loftus
Director

JOHN ALBERT FEREDAY

PETER THOMAS LOFTUS

Name (please print)

Name (please print)

REGISTERED 29 - 3 - 2001

Dated at Sydney this 21st day of March 2001
Executed by Australia and New Zealand Banking Group Limited
(ACN 005 357 522) MICHAEL ERIC BECKETT
signed by its Attorney MICHAEL ERIC BECKETT
who certifies that he is Manager Business Banking pursuant to
Power of Attorney Registered No. 840 Book 4228
Michael Eric Beckett
Signed in the presence of *Steve Torik*
(Signature)
STEVEN TORIK
(Print Name)
BANK OFFICER
(Title)

WARRINGAH COUNCIL

Michael Beckett
Authorised Person

Licence: 98M111
Edition: 0105

**VARIATION OR
MODIFICATION OF
RESTRICTION ON TI
USE OF LAND**

7746463T



New South Wales
Sections 88, 88D(15), 88E(7) or 89(8)
Conveyancing Act 1919

Extra Fee re 20 plus titles

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE

SEE ANNEXURE A

RECORDED
10 OCT 2001
12:30
(C) RESTRICTION
TIME:

Delivery Box 464	Name, Address or DX and Telephone G. BILLOWAYS	CODE R
Reference (optional): 2.103039 LAB		

Registration number only
1022237, 1027891, 1027894, 1027892, 1027893

(D) APPLICANT

ARDEL PTY LIMITED ACN 000 271 992

(E) 1. VARIATION: SECTION 88 CONVEYANCING ACT 1919

The applicant applies to have a recording made in the Register of deed of variation of ~~agreement~~ varying the above restriction on the use of land dated 4th July 2001 a certified copy of the original of which is annexed hereto and marked B

~~2. VARIATION: SECTION 88D(15) CONVEYANCING ACT 1919~~

~~The above restriction on the use of land having been varied in the manner set out in annexure by the prescribed authority entitled to enforce that restriction, the applicant, being the registered proprietor of the above land / prescribed authority, applies to have a recording made in the Register giving affect to that variation.~~

~~3. VARIATION: SECTION 88E(7) CONVEYANCING ACT 1919~~

~~The applicant, being the registered proprietor of the above land / relevant prescribed authority, applies to have a recording made in the Register of a memorandum dated and annexed hereto marked varying the above restriction on the use of land.~~

(F) The consent of each person against whom the positive covenant is enforceable is annexed hereto and marked

~~4. MODIFICATION: SECTION 89(8) CONVEYANCING ACT 1919~~

~~The applicant, being the registered proprietor of the above land, applies to have all necessary recordings made in the Register to give effect to the order of the Supreme Court of New South Wales dated an office copy of which is annexed hereto and marked, modifying the above restriction on the use of land.~~

DATE 04 / 07 / 2001
dd mm yyyy

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

Signature of witness: *Leonard Allan Blundell*
Name of witness: LEONARD ALLAN BLUNDELL
Address of witness: SOLICITOR
77 CASTLEREACH ST SYDNEY

Certified correct for the purposes of the Real Property Act 1900 by the applicant

Signature of applicant: *Stephen Healy*
Ardel Pty Limited by its attorney
Stephen Healy pursuant to Power
of Attorney Book 4313 No 343

Handwritten signature

A

**THIS IS THE ANNEXURE A REFERRED TO IN THE BOX "(A) TORRENS TITLE" IN
THE VARIATION OR MODIFICATION OR RESTRICTION ON THE USE OF LAND
FORM 13RVM DATED 4 JULY 2001, APPLICANT ARDEL PTY LIMITED**

Folio 1, 2, 4, 5, 8, 9, 10, 14, 15, 16, 18, 19, 20, 21, 22, 25, 27 & 28 /1022237

Folio 701, 702, 703, 704, 705, 706, & 707 /1027891

Folio 1701, 1702 & 1703 /1027894

Folio 2301, 2302, 2303, & 2305 /1027892

Folio 2601 & 2602 /1027893

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Sd.

B

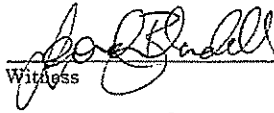
**THIS IS THE DEED OF VARIATION MARKED B REFERRED TO IN
“(E) 1. VARIATION: SECTION 88 CONVEYANCING ACT 1919” IN THE VARIATION
OR MODIFICATION OF RESTRICTION ON THE USE OF LAND FORM 13RVM
DATED 4 JULY 2001, APPLICANT ARDEL PTY LIMITED**

In DP 1022237 the text set out in PART 2 of the TERMS OF COVENANT THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN, and in DP 1027891, DP 1027892, DP 1027893 and DP 1027894 the text set out in PART 2 of the TERMS OF RESTRICTION ON THE USE OF LAND FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN is amended in the following manner:


3. Dwelling and Other Construction;
- (a) 3 a) Line 2 – add “or qualified persons” after “Architects”.
 - (b) 3 a)(i) External Features
 - (i) Delete “Roof Pitch 25- 30°”.
 - (ii) Delete “Eaves Minimal or no eaves: features corbel banding to fascia alignment”.
 - (iii) At “Windows and Door Openings” delete “Rendered banding to street elevations”.
 - (iv) Delete “Columns, Planterboxes Rendered brick corbel/banding”.
 - (c) 3(a)(ii) Materials
 - (i) At “Roof” add the words “or slate” after “concrete tiles”.
 - (ii) At “External Walls” after “cement render” add “Masonry” and after “appearance” add the words “or any other material approved by Ardel Pty Ltd.”
 - (iii) Delete “Lower Ground Floor Walls” Split face blockwork Grooved cement rendered masonry”.
 - (iv) At “Windows and Glazed Doors” after “elevations” add the words “or any other material approved by Ardel Pty Ltd.”
 - (v) At “Garage Doors” after “panel type” add the words “glass highlights, or any other materials approved by Ardel Pty Ltd”
 - (vi) At “Balustrades” after “finish” add the words “glass or any other materials approved by Ardel Pty Ltd”
 - (d) 3. b) Add at the end of the sentence after the word “approval’s” add the

- (e) 3. c) Add after the word "glass" the word ", masonry".
 - (f) 3. e) At the end of the sentence after the word "door" add the words " or glass highlights or material as approved by Ardel Pty Ltd".
 - (g) 3. g) Delete "8 months" and insert "12 months".
6. Driveways:
Delete "or exposed aggregate" in the 3rd line.
7. Fences:
(a) In the 1st line after the word "shall" add the words "be no more than 900mm high to".
(b) In the 2nd line after the word "construction" add the words "or as approved by Ardel Pty Ltd"

SIGNED SEALED AND DELIVERED on behalf of Ardel Pty Limited ACN 000 271 992 by its attorney under power of attorney registered book 4313 no 343 in the presence of:



Witness
LEONARD BLUNDELL
Print name
77 CASTLEREACH ST SYDNEY
Print address



Attorney
STEPHEN HEALY
Print name

TEERMAN NEWTON RICHMOND PTY LTD

Consulting Surveyors

A.C.N. 078 949 425

A.B.N. 22 078 949 425

Chris Newton B.Surv. UNSW M.I.S. Aust.
Greg Gibson B.App.Sc. Surv. SAIT
Registered under the Surveyors Act

70 Francis Street Richmond N.S.W. 2753
PO Box 282, Richmond 2753
Tel: (02) 4578 2649 ♦ Fax: (02) 4578 2611
E-Mail: tnrpl @ pnc.com.au

Our Ref 13859
14 March 2002

SURVEY REPORT

The Manager
Huxley Building Pty Ltd
Locked Bag 5270
PARRAMATTA NSW 2124

Dear Sir,

Re Ardel Pty Ltd
Property Lot 2601 Madison Way Allambie Heights

As instructed by you we have surveyed for identification purposes the whole of the land comprised in Certificate of Title Folio Identifier 2601/1027893 being Lot 2601 in Deposited Plan 1027893 having a frontage to Madison Way Allambie Heights, in the Local Government area of Warringah Parish of Manly Cove County of Cumberland, the boundaries of the above described land being shown by red edging on the sketch overleaf.

IT IS OUR OPINION

That upon the subject land and wholly within the boundaries thereof, stands brick piers, a concrete floor slab and foundations of a residence in course of erection.

The structure stands clear of the boundaries and the distances from the structure to the nearest side boundary and the street frontage are as shown on the sketch herewith.

The property is partly fenced as shown on the sketch overleaf.

ENCUMBRANCES

The land excludes minerals and is subject to the reservations and conditions in favour of the Crown -- See Memorandum S700000A.

The restrictions on the use of land numbered 4 contained in Deposited Plan 1022237 affect the subject land.

The restrictions on the use of land contained in Deposited Plan 1027893 and varied by Instrument No. 7746463 affect the subject land.

It should be noted that no attempt has been made to locate below ground improvements of any nature.

Our Ref 13859
14 March 2002

This survey has been undertaken for identification purposes only and must not be used for any other purpose. Should any further building or construction works be intended for the site, the boundaries of the subject land should be redetermined and the corners marked after additional cadastral investigation.

Yours faithfully
TEERMAN NEWTON RICHMOND PTY LTD


C.K. NEWTON

Our Ref 13859
24 July 2002

To the report overleaf we add, that upon the subject land stands a brick residence with a tiled roof.

The residence stands clear of the boundaries and the distances from the walls to the nearest side boundary and the street frontage are as shown on the sketch herewith.

Relative to the western side boundary the eastern face of an adjoining wall stands up to 0.02 upon the subject land. Relative to the street frontage a concrete slab overhangs up to 0.14 upon the street.

Yours faithfully
TEERMAN NEWTON RICHMOND PTY LTD


C.K. NEWTON

SKETCH



PT. 30

DP 1022237

METAL FENCE ON TOP OF LOW BRICK WALL

LOT 2602
DP 1027893

16.75
LOT 2601
DP 1027893

PATIO

FLOOR LEVEL 133.56
RIDGE LEVEL 139.04
BRICK RESIDENCE
TILED ROOF

(3.345) BK

18.00

SLAB OVERHANGS
(ABOUT 0.14)

22.00

(BK 0.02)
(OVER)

EAVE & GUTTER 0.29 WIDE

(1.22 BK)
~~BRICK PIERS AND A
CONCRETE FLOOR
SLAB OF A RESIDENCE
IN COURSE OF ERECTION~~

(3.35)

BRICK
RESIDENCE
UNDER
CONSTRUCTION

PATIO

LOWER FLOOR LEVEL 130.84

(3.325) BK

GARAGE FL
130.755
(1.22) 1.225 BK

15.81

4.11
4.145 ARC

(0.76 BK)

MADISON WAY

27

DP 1022237

I, CHRISTOPHER KERRY NEWTON, surveyor registered under the Surveyors Act, 1929, hereby certify that the survey represented by this sketch has been made in accordance with regulation 28 of the Survey Practice Regulations, 2001, and is correct.

Surveyor registered under the Surveyors Act, 1929

Building Certificate

This certificate is issued by a Council to the owner of a building, the owner's agent or someone who is going to purchase the building, to certify that the Council will not make certain orders or take certain action in relation to the building as set out in section 4 of the certificate.

1. Details of the Applicant

Name: TH Walker Solicitors & Conveyancers

Address: Po Box 255, Forestville, NSW, 2087

Daytime Telephone: 9453 3044

Fax: 9453 3141

Mobile:

2. Details of the Land

Flat/Street No: 85

Street Name: Madison Way

Suburb or Town: Allambie Heights

Postcode: 2100

Lot No: 2601

Section:

DP/MPS No: 1027893

Volume/folio:

If the land is Crown land

Lease No:

Type of Holding:

3. Description of the Building being certified

Owner of the building

First Name: Gillian

Last Name: Jenkins

Address of the land

Flat/Street No: 85

Street Name: Madison Way

Suburb or Town: Allambie Heights

Postcode: 2100

The nearest cross street: Aquatic Drive

Class of the building under the Building Code of Australia: 1a

Description of whole of the building: Two Storey Brick Dwelling with Garage and uncovered Patio

Date the building was inspected: 30 November 2006

4. Certification

Warringah Council certifies that it is satisfied as to the matters specified in section 149D(1) of the Environmental Planning and Assessment Act, 1979.

As a result of this certificate being issued:

- where a matter(s) exists or occurs before the date of this certificate, the Council will not:
 - order the building to be repaired, demolished, altered, added to or rebuilt, or
 - ask a court for an order or injunction that the building be repaired, demolished, altered, added to or rebuilt, or
 - ask a court for an order in relation to any part of the building that extends onto land that is owned or controlled by the Council except to ensure or promote adequate fire safety or fire safety awareness; and
- where a matter(s) arises only from the deterioration of the building as a result of fair wear and tear, the Council will not:
 - order the building to be repaired, demolished, altered, added to or rebuilt, or
 - ask a court for an order or injunction that the building be repaired, demolished, altered, added to or rebuilt, or
 - ask a court for an order in relation to any part of the building that extends onto land that is owned or controlled by the Council for seven years from the date of this certificate, except to ensure or promote adequate fire safety or fire safety awareness.

Information used by the Council in deciding to issue this certificate: Identification Survey prepared by Teerman Newtown Richmond Pty Ltd date 14/03/2002 reference No.13859

Date of this certificate: 7 December 2006

Certificate No: BC 503/2006

5. Signature

Signature



Name of the Council: Warringah Council

Name: Warwick Hunter, Building Surveyor



Date Printed: 13 July 2015

Certificate Number: ePLC2015/2231

Applicant Reference: MRH:Guy - 10195

Hamer & Hamer - Balgowlah

Receipt Number: 6640

PO Box 195

BALGOWLAH NSW 2093

Property Address: 85 Madison Way ALLAMBIE HEIGHTS NSW 2100

Legal Description: Lot 2601 DP 1027893

Property ID: 152921

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

Warringah Local Environmental Plan 2011

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

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

a) Draft State Environmental Planning Policy (Competition) 2010

b) The following planning proposals may affect the land:

Date of Council Resolution	Outline of Planning Proposal	Land to which Planning Proposal applies
25 March 2014	Amends WLEP 2011 to rezone the identified subject sites to reflect and be compatible with the surrounding land use zone.	Lot 1/ McIntosh Road, Narraweena (Lot 1 DP 35105); 9 & 11 Lagoon Street, Narrabeen (Lot 1 DP 1117584, Lot 5 Sec 38 DP 111254); 6 Collaroy Street, Collaroy (Lot 36 DP 11374).
Decision of the Minister for Planning & Environment on 23 October 2014 – JRPP will progress Planning Proposal	Amends WLEP 2011 to rezone the identified land and RE2 Private Recreation to R2 Low Density Residential and apply a 600 square metre minimum lot size control on the Lot Size Map	20-24 Tralee Avenue, Killarney Heights Lot 1 DP 879900



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

Warringah Development Control Plan 2011

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

2. *Zoning and land use under relevant LEPs*

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

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

LEP - Land zoned R2 Low Density Residential

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

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

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

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

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

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

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

No

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

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

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

No

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

No

- 2.2 *Draft Local Environmental Plan – if any*

Please refer to the table in Question 1.2.

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

3. *Complying development*

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 4A. *Information relating to beaches and coasts*

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

No

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

No

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

No

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



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

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

No

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

No

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

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

No

(b) any environmental planning instrument

No

(c) any resolution of Council.

No

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

(a) as adopted by Council

No

(b) as adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in a planning certificate issued by the Council.

Bushfire Prone Land

- 7A. *Flood related development controls information*

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

No

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

No

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

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

No

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

Warringah Section 94A Development Contributions Plan 2014 (Amendment 1) (adopted 28 April 2015 effective 4 May 2015). Please contact Council's Customer Service Counter for more information.

- 9A. *Is this land biodiversity certified land (within the meaning of Part 7AA of the Threatened Species Conservation Act 1995)?*

No



10. *Whether the land is land to which a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 relates (but only if council has been notified of the existence of the agreement by the Director –General of the Department of Environment and Climate Change and Water)?*

No

11. *Bush Fire Prone Land*

Yes

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

No

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

No

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

No

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

No

For what period is the certificate current?

not applicable

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

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

No

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

No

For what period is the certificate current?

not applicable

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

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

No

For what period is the certificate current?

Not Applicable

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

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

No



18. Paper subdivision information

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

Not applicable

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

Not applicable

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

19. Site verification certificates

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

No

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

Not applicable

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

Not applicable

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

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

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

No

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

No

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

No

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

No

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

No

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



Under The Provisions of Section 149(5) of the Environmental Planning and Assessment Act.

1. (a) Whether any instrument or resolution of Council varies or proposes to vary the provisions of an environmental planning instrument, other than as referred to in the Certificate under section 149(2):-

Date of Council Resolution	Outline of Planning Proposal	Land to which Planning Proposal applies
25 November 2014	Amends WLEP 2011 to: <ul style="list-style-type: none"> Permit secondary dwellings in the R2 Low Density Residential and R3 Medium Density Residential zones Increase the permitted floor area of secondary dwellings that are located within existing dwelling houses to 75 square metres. 	R2 Low Density Residential and R3 Medium Density Residential zones
25 November 2014	Amends WLEP 2000 and WLEP 2011 to: <ul style="list-style-type: none"> Rezone land on Ralston Avenue Belrose from Locality C8 – Belrose North to part R2 Low Density Residential, part RE1 Public Recreation and part E3 Environmental Conservation. Introduce subdivision lot size and height of building controls to land proposed to be zoned R2 Low Density Residential. Amend the Land Application and Landslip Risk maps. 	Ralston Avenue, Belrose Lot 1 DP 1139826
25 November 2014	Amends WLEP 2011 to: <ul style="list-style-type: none"> Modify maximum building height controls over certain portions of the site Introduce the flexibility to utilise Level 1 and Level 2 of the proposed development for residential purposes. Increase the range of permissible commercial uses on the ground floor 	'Site B'; Howard Avenue Oaks Avenue and Pittwater Road as follows; 9 Howard Avenue Lot 7, DP 8172 11 Howard Avenue Lot 1, DP 209503 15 Howard Avenue Lot 1, DP 212382 17 Howard Avenue Lot 2, DP 212382 14 Oaks Avenue Lot A, DP 371110 16 Oaks Avenue Lot B, DP 371110 28 Oaks Avenue Lot 3, DP 212382 884 Pittwater Road Lot A, DP 339410 888 Pittwater Road Lot 11, DP 231418 890 Pittwater Road Lot 10, DP 231418 892 Pittwater Road Lot 1, DP 504212 894 Pittwater Road Lot A, DP 416469



Date of Council Resolution	Outline of Planning Proposal	Land to which Planning Proposal applies
		896 Pittwater Road Lots 1 and 3, DP 307937
23 September 2014	Amends WLEP 2011 to: <ul style="list-style-type: none"> • Increase maximum permissible building heights • Introduce floor space ratio controls • Provide development standards in relation to car parking, building setbacks and building proportion • Identify additional "Key Sites" • Implement a delivery mechanism for key infrastructure and public domain improvements 	Dee Why Town Centre (Boundaries identified within the Planning Proposal)
25 March 2014	Amends WLEP 2011 to rezone the identified subject sites to reflect and be compatible with the surrounding land use zone.	Darley Street and Starkey Street, Forestville (Lot 7084 in DP 93981, Lot 15 in DP 401139, Lot X & Y in DP 26598 and "the Centre" road reserve between Darley Street and Starkey Street).

(b) Whether the land or any item on the land is affected by an order under section 24 or section 25 of the Heritage Act 1977

No

(c) Is the land subject to Councils interim policy and interim guidelines for development and use of the land likely to be affected by 1:100 year flood – Development and subdivision applications may be subject to the floor affected controls.

No

(d) Is the land subject to Councils resolution of 26th August 1997. Assessment of Development applications will be made by reference to the Collaroy/Narrabeen Coastline Management Plan- Development Guidelines for Collaroy/Narrabeen Beach.

No

2. Threatened Species.

(a) Does this land have the potential to contain one or more of the following endangered or vulnerable ecological communities as described in the final determination of the scientific committee to list the ecological communities under Part 3 of Schedule 1 and Part 2 of Schedule 2 Threatened Species Conservation Act 1995(NSW)?

Duffys Forest Ecological Community in the Sydney Basin Bioregion
Swamp Sclerophyll Forest on Coastal Floodplain
Coastal Saltmarsh of the Sydney Basin Bioregion
Swamp Oak Floodplain Forest
Bangalay Sand Forest of the Sydney Basin Bioregion
Themeda grasslands on Seacliffs and Coastal Headlands
Sydney Freshwater Wetlands in the Sydney Basin Bioregion
Coastal Upland Swamp in the Sydney Basin Bioregion

No

(b) Is this land known to contain threatened species as described in the final determination of the scientific committee to list endangered and vulnerable species under part 1 of Schedule 1 and part 1 of Schedule 2 Threatened Species Conservation Act 1995 (NSW)?

No



3. *Does Council's Protection of Waterways and Riparian Land Policy apply to the land?*
No
4. *(a) Is this land affected by Council's geotechnical assessment of Queenscliff headland?*
No
- (b) Is the land identified as having specific potential geotechnical hazards?*
No

Additional Information:

- a. Certain development may require further consideration under section 79BA or section 91 of the Environmental Planning and Assessment Act 1979, and section 100B of the Rural Fires Act, 1997 with respect to bushfire matters. Contact NSW Rural Fire Service.
- b. Many Aboriginal objects are found within the Local Government Area of Warringah. It is prudent for the purchaser of land within such area to make enquiry of the Director-General of National Parks and Wildlife whether he/she is aware of any Aboriginal objects on the subject land or whether the land has been declared as an Aboriginal place under the National Parks and Wildlife Act 1974 (NSW). Such Director-General has wide powers to prevent the carrying out of work on land which is likely to significantly affect an Aboriginal object or Aboriginal place.
- c. Information available to Council indicates properties within the catchments of Dee Why CBD, Manly Lagoon and Middle Creek may be flood affected. This includes the suburbs of Narraweena, Dee Why, Cromer, Ingleside, Brookvale and Oxford Falls. Council's Natural Environment Unit can be contacted for further information.
- d. Information available to Council indicates coastal erosion may affect a greater number of properties and may present an increased risk to properties than that shown on published hazard maps of the Warringah coastline. Council's Natural Environment Unit can be contacted for further information.

The advice above is provided in good faith and the Council shall not incur any liability in respect of any such advice.



Disclaimer

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

for Rik Hart
GENERAL MANAGER
WARRINGAH COUNCIL

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

Clause 1.1 of the Section 149(2) Certificate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE ENVIRONMENTAL PLANNING POLICY (MAJOR PROJECTS) 2005

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

STATE ENVIRONMENTAL PLANNING POLICY (Sydney Region Growth Centres) 2006

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

STATE ENVIRONMENTAL PLANNING POLICY (INFRASTRUCTURE) 2007

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

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

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

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

Gazetted: 12.12.2008 – Commenced 27.02.2009

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

STATE ENVIRONMENTAL PLANNING POLICY (AFFORDABLE RENTAL HOUSING) 2009

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

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011**Zone R2 Low Density Residential****1 Objectives of zone**

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

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

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

4 Prohibited

Any development not specified in item 2 or 3

SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF WARRINGAH

SUBURB OF FRENCHS FOREST

Copy of Diagram no. 3070213

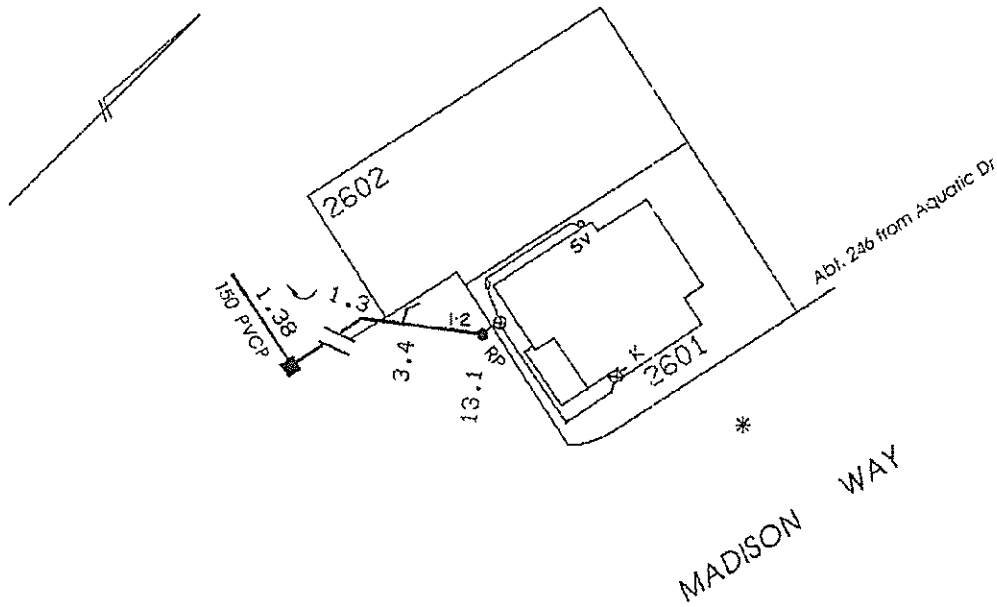
SYMBOLS AND ABBREVIATIONS

INDICATES - DRAINAGE FITTINGS			INDICATES - PLUMBING FIXTURES & OFF FITTINGS				
■	Manhole	⊠	P. Trap	CO	Clean out	⊠	Boat
□	Chamber	⊠	Reflex Valve	OV	vert Pipe	S	Shower
●	Lampole	◁	Cleaning Eye	T	Tube	DW	Dishwasher
⊠	Boundary Trap	∠	Vert. Pipe	K	Kitchen Sink	F	Floor Waste
⊠	Inspection Shaft	∠	Induct Pipe	W	Water Closet	M	Washing Machine
■	P1	MF	Misc. Fap	B	Bath Waste	BS	Bar Sink
⊠	G	Jn	Junction	H	Handbasin	LS	Lab Sink
⊠	Grease Interceptor	⊠	Rodding Point	○ svp	Soil Vent Pipe	○ ws	Wash Stack
⊠	Gully						

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. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at Board's Business Offices. (Section 33 of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only and in general the outline of building may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendment to these plans. Discrepancies in position and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. It is required to submit to the Board a Certificate of Compliance as not all work may have been supervised.

NOTE: This diagram only indicates availability of a sewer and any sewerage service as existing in the Board's records (By-Law 8 Clause 3).



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

W.A. J.S. Sewer Ref Sheet No. *	DRAINAGE Inspected by	Date of Issue	PLUMBING Inspected
	Inspector	_____	Inspector
	Cert. Of Compliance No.	_____	Cert. Of Compliance No.
	_____	_____	_____
	Plan Diagram Examined by	Diagnose	
	_____	Plumber	
	Tracing Checked by	Boundary Trap	
	_____	NOT REQUIRED	For Regional Manager

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.

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 registerable 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
(g) Heritage Act 1977? If so, please give full details. (h) Unhealthy Building Land Act 1990? If so, please give full details.	
25. Has the Vendor been served with any notice, order or claim arising under the following statutes:- (a) Family Law Act 1975 (Commonwealth Statute)? (b) Property (Relationships) Act 1984 (NSW Statute)? (c) Family Provision Act 1982 (NSW Statute)? (d) Encroachment of Building Act 1922 (NSW Statute)? If so, please advise full details.	
26 If the property sold "off-the-plan":- (a) the Vendor must provide the Purchaser on or before completion with:- (i) an Occupation Certificate (or a copy) issued as required by section 109M(1) of the Environmental Planning and Assessment Act 1979. (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. (iii) a Building Certificate (or a copy) in accordance with Section 149D of the Environmental Planning and Assessment Act 1979. (iv) Evidence that a final Fire Safety Certificate has been issued for the building. (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. (c) The Vendor must comply with Clause 28.2 before completion.	
27. Is the subject land inclosed land within the meaning of the Inclosed Lands Protection Act 1901?	
28. If a Swimming Pool is included in the sale:- (a) was its construction approved by the Local Council? Please furnish a copy of such approval. (b) have the requirements of the Swimming Pools Act 1992 and its Regulations (in particular as to access and fencing) been complied with? (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? (d) all pool chemicals and equipment should be left behind by the Vendors for the Purchasers use.	
29. If the Vendor is a company, are any of its officers aware of:- (a) a resolution having been passed to wind up the company? (b) a summons having been filed to wind up the company? (c) the appointment of a receiver? (d) an application having been made to the Australian Securities and Investments Commission under Section 573 of the Corporations Act 2001 to cancel the registration of the company? (e) any statutory demand having been served on the company pursuant to Section 459E(2) of the Corporations Act 2001? (f) the appointment of a voluntary administrator under Part 5.3A of the Corporations Act 2001?	
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.	
31. If the Vendor is an executor and/or trustee:- (a) The Vendor should be present at settlement to receive the amount payable to him and to give a trustees receipt. (b) Alternatively, do you require payment of the amount payable to the Vendors to be made into an Estate bank account? (c) Alternatively, do you rely on Section 53 of the Trustee Act 1925? If so, please	

REQUISITIONS	RESPONSE
<p>produce your written authority before settlement.</p> <p>(d) 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 settlment 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 compiled 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