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Contract for the sale of land – 2005 edition

TERM	MEANING OF TERM	
Vendor's agent	Skyline Real Estate 3-7/14 Frenchs Forest Road, Frenchs Forest, 2086	Tel: 9452 3444 Fax: 9452 4555
Co-agent		
Vendor	James Patrick Curtis & Lauren Amanda Curtis 5/4a Starkey Street, Forestville 2087	
Vendor's Solicitor	The Conveyancing Practice 88 Warringah Road, Narraweena, NSW, 2099 (Access Nimbey Avenue)	Tel: (02) 9981 6277 Fax: (02) 9981 4602 Ref: G. Aiello
Completion date	after the date of this contract (clause 15)	
Land (Address, plan details and title reference)	5/4a Starkey Street, Forestville Registered Plan: Lot 5 Plan SP69649 Folio: 5/SP69649 ☒ VACANT POSSESSION ☐ subject to existing tenancies	
Improvements	☐HOUSE ☐ garage ☐ carport ☒ home unit ☐ carspace ☐ none ☐ other:	
Attached copies	☒ Documents in the List of Documents as marked or as numbered: ☐ Other documents:	

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

Inclusions	☒ blinds	☐ curtains	☒ insect screens	☒ stove
	☒ built-in wardrobes	☒ dishwasher	☒ light fittings	☐ pool equipment
	☐ clothes line	☒ fixed floor coverings	☒ range hood	☐ TV antenna
	☒ other: garden shed, clothes line, air conditioner, ceiling fan			
Exclusions	dryer, TV in main bedroom			
Purchaser				
Purchaser's solicitor		Tel: Fax		
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)

~~**Vendor duty** is payable~~	~~☐ NO~~	~~☐ yes in full~~	~~☐ yes to an extent~~
~~**Deposit** can be used to pay vendor duty~~	~~☐ NO~~	~~☐ yes~~	
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
Westside Strata Management – 151 Highland Avenue, Yagoona Tel: 9791 9933

General

- ☒ 1 property certificate for the land
- ☐ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☒ 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)
- ☐ 7 section 149(5) information included in that certificate
- ☐ 8 sewerage connections diagram
- ☒ 9 sewer mains diagram
- ☐10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐11 section 88G certificate (positive covenant)
- ☐12 survey report
- ☐13 section 317A certificate (certificate of compliance)
- ☐14 building certificate given under *legislation*
- ☐15 insurance certificate (Home Building Act 1989)
- ☐16 brochure or note (Home Building Act 1989)
- ☐17 section 24 certificate (Swimming Pools Act 1982)
- ☐18 lease (with every relevant memorandum or variation)
- ☐19 other document relevant to tenancies
- ☐20 old system document
- ☐21 Crown tenure card
- ☐22 Crown purchase statement of account
- ☐23 Statutory declaration regarding *vendor duty*

Strata or community title (clause 23 of the contract)

- ☒24 property certificate for strata common property
- ☒25 plan creating strata common property
- ☐26 strata by-laws not set out in *legislation*
- ☐27 strata development contract or statement
- ☐28 strata management statement
- ☐29 leasehold strata - lease of lot and common property
- ☐30 property certificate for neighbourhood property
- ☐31 plan creating neighbourhood property
- ☐32 neighbourhood development contract
- ☐33 neighbourhood management statement
- ☐34 property certificate for precinct property
- ☐35 plan creating precinct property
- ☐36 precinct development contract
- ☐37 precinct management statement
- ☐38 property certificate for community property
- ☐39 plan creating community property
- ☐40 community development contract
- ☐41 community management statement
- ☐42 document disclosing a change of by-laws
- ☐43 document disclosing a change in a development or management contract or statement
- ☐44 document disclosing a change in boundaries
- ☐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.

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).

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.

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.

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 -

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	a bank as defined in the Banking Act 1959, the Reserve Bank or a State bank;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor*);
document of title	document relevant to the title or the passing of title;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	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);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and drawn on its own funds by - ● a *bank*; 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 *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
terminate	terminate this contract for breach;
vendor duty	vendor duty imposed under Chapter 4 of the Duties Act 1997;
within	in relation to a period, at any time before or during the period;
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

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7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse.

8 Vendor's right to rescind

The vendor can *rescind* if -

8.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition;*

8.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service.*

9 Purchaser's default

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

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

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

9.2.1 for 12 months after the *termination;* or

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

9.3 sue the purchaser either -

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

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

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

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

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

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

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

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

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

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

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

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

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

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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 -

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

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

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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.

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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 earnt 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.

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'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 to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

ADDITIONAL CONDITIONS IN CONTRACT FOR SALE OF LAND

The terms of the printed Contract to which these additional conditions are annexed shall be read subject to the following. If there is a conflict between these additional conditions and the printed Contract, then these additional conditions shall prevail. The parties agree that should any provision be held to be contrary to law, void or unenforceable, then such provision shall be severed from this Contract and such remaining provisions shall remain in full force and effect.

30. GENERAL

The parties agree that:

30.1 In Clause 1 the words 'a building society, credit union or other FCA institution as defined in the Cheques Act 1986; that carries on business in Australia; or' are deleted.

30.2 Clause 7.1.1 is deleted.

30.3 Clause 8 is amended by the deletion of the words 'on reasonable grounds' in first line of sub-clause 8.1 and deletion of the words 'and those grounds' commencing in the first line of sub-clause 8.2.

30.4 Clause 16.5 is amended by deleting 'plus another 20% of that fee'.

30.5 Clause 16.6 is amended by adding after the last word 'providing that the uncleared Certificate is received ten (10) days prior to the date of settlement, otherwise the Purchaser must accept an undertaking on settlement that the Land Tax Certificate will be cleared within 14 days after settlement'.

30.6 Clause 16.8 is amended by deleting '$10" and substituting '$6".

30.7 Clause 16.12 is deleted.

30.8 Clause 23.9.3 is amended by deleting 'or before completion'.

30.9 Clause 23.13 & 23.14 is amended by deleting '7' and replacing with '5'.

30.10 Clause 23.18.1 is deleted.

30.11 Printed Clause 18 is amended by adding the following:
Clause 18.8 'The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property'.

31. CONDITION OF PROPERTY

31.1 The Purchaser acknowledges that it is satisfied as to the approved and capable use and condition of the property and is purchasing the property in its present condition and state of repair (subject to fair wear and tear), and;

31.2 The Purchaser acknowledges that it is purchasing the property subject to all defects (if any) latent or patent, including:

(a) all infestations and dilapidations (if any);
(b) existing services (if any) and defects therein, their location and the absence of any rights or easements in respect thereof;
(c) the presence of any sewer or manhole or vent on the property;
(d) any rainwater downpipes being connected to the sewer, and/or;
(e) compliance or otherwise with any covenants

disclosed or not disclosed herein, and the purchaser cannot make a claim, objection or requisition, rescind or terminate or delay completion in respect of any of the above matters.

31.3 The Vendor has not made and does not may any warranty as to the state of repair or condition of the inclusions and the purchaser shall accept them in their state of repair and condition at the date of this contract. The vendor is not responsible for any loss (other than loss due to the act or default of the vendor), mechanical breakdown or reasonable wear and tear to the furnishings and chattels (if any) occuring after the date of this contract.

31.4 The purchaser shall not call upon the vendor to carry out any work, repair or replacement whatsoever in relation to the property and/or the inclusions the subject of this sale.

32. DEATH, MENTAL ILLNESS, BANKRUPTCY

If at any time prior to completion of this Contract either the Vendor or Purchaser or if more than one of them shall die, become mentally ill or be declared bankrupt, then either party may rescind the Contract and clause 19 of the Contract shall apply.

33. ESTATE AGENT & COMMISSION

The Purchaser warrants to the Vendor that they were not introduced to the Vendor or the property by any real estate agent except the agent (if any) named herein or by any other person who might be entitled to claim commission from the Vendor in respect of this sale, and the Purchaser indemnifies the Vendor (and if more than one, each of them) against any claim for commission which might be made by any agent resulting from an introduction constituting a breach of such warranty and against all costs and expenses incidental to defending any such claim. It is agreed that these indemnities shall be continuing indemnities not merging on completion.

34. ENTIRE AGREEMENT

The purchaser acknowledges that he does not rely upon any warranty or representation made by the Vendor or the Vendor's Agent except such as are expressly provided for in this Contract.

35. NOTICE TO COMPLETE

35.1 Completion of this matter shall take place on or before 3.30pm within the time provided for in clause 15 herein. Should completion not take place within that time, then either party shall be at liberty to issue a Notice to Complete calling for the other party to complete the matter making the time for completion essential. Such Notice shall give not less than 14 days notice after the day immediately following the day on which that notice is received by the recipient of the notice. A Notice to Complete of such duration is considered by the parties as being deemed reasonable and sufficient to render the time for completion essential. Should the vendor serve a Notice to Complete, the purchaser will be liable for a fee of one hundred & ten dollars ($110.00) inclusive of GST payable by way of an adjustment in the vendors favour on completion to cover the cost for issuing such Notice.

35.2 The service of any Notice or Document under or relating to this Contract may, in addition to the provisions of Clause 20, be effected and shall be sufficient service on a party and that party's solicitor if the Notice or Document is sent by facsimile transmission to the facsimile number noted on the Contract or on their letterhead and in any such case shall be deemed to be duly given or made, except where:

(a) The time of dispatch is not before 5pm (Sydney time) on a day which business is generally carried on in the place to which such notice is sent, in which case the Notice shall be deemed to have been received at the commencement of business on the next such business day in the place; or
(b) The sender's machine indicates a malfunction in transmission and the recipients transmission shall be deemed not to have been given or made.

36. INTEREST & FAILURE TO COMPLETE

It is an essential term of this agreement that in the event that completion does not take place by the completion date, then the purchaser shall pay the vendor on completion in addition to the balance of purchase moneys and any other moneys payable to the vendor, interest on the balance of purchase moneys calculated at the rate of ten per centum (10%) per annum computed at a daily rate from the day immediately after the agreed completion date up to and including the actual date on which this sale shall be completed but if completion is delayed by reason of the vendor's default, then interest shall not be charged for the period during which completion was so delayed. It is further agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings. The vendor is not obliged to complete this Contract unless the amount payable under this clause is tendered.

37. SURVEY REPORT

If annexed hereto is a copy of a survey report relating to the property the Purchasers acknowledge any encroachment by or upon the property and/or non compliance that may be specifically disclosed in the survey report annexed are clearly described therein. The vendor makes no warranties or representations in respect of any of the matters disclosed in the report. The Purchaser cannot make any claim, objection or requisitions in relation to any such encroachment and/or non-compliance.

38. DEPOSIT

38.1 In the event that the vendor wishes to purchase a property the vendor shall be entitled to a release of the deposit for the purpose of payment of a deposit and/or stamp duty on the purchase of another property by the Vendor.

38.2 The Vendor warrants that if the deposit is required for a purchase it will only be paid to an agent's or solicitors/conveyancers trust account and not released further without the express consent of the Purchaser.

38.3 The parties agree that if the deposit is held by the depositholder that it will be invested and the purchaser authorizes the depositholder to invest the deposit.

38.4 If the vendor requires the deposit to be available on completion for the purchase of another property, the purchaser agrees to authorize the agent to have the deposit available at settlement.

39. SWIMMING POOL

In the event that the property contains a swimming pool and/or spa on the property (either aboveground or inground), then the vendor does not warrant that such swimming pool and/or spa (including any swimming pool fencing) on the property complies with the requirements imposed by the Swimming Pools Act 1992 and the Regulations prescribed therein. The purchaser acknowledges that the vendor shall not be obliged to comply with any notice made in accordance with the Swimming Pools Act 1992 (or any amendment in relation thereto) which issued on, before or after the date of this contract in respect of the said swimming pool and/or spa. If any competent authority issues any notice requiring the erection of, or alteration to a fence or other work pursuant to such Act or regulations, the Purchaser must comply therewith at their expense and the Purchaser cannot require the Vendor to contribute to the cost of, or comply with any such notice or orders. It is further agreed that this clause shall not merge on completion. No objection, requisition or claim for compensation shall be made by the purchaser in respect of any matter arising from this clause.

40. SERVICE OF TRANSFER

It is an essential term of the contract that should the Purchaser not submit the Transfer to the Vendor's conveyancer ten (10) days prior to the due date for completion, the purchaser shall allow as an adjustment on settlement the sum of seventy-seven dollars ($77.00) (GST inclusive) being the Vendor's conveyancer's expedition fees for arranging urgent execution.

41. REQUISITIONS ON TITLE

Notwithstanding anything else herein contained it is agreed that the Purchaser shall only submit to the vendor requisitions on title in the form annexed to this Contract.

42. FIRB

42.1 The purchaser warrants to the vendor that the purchaser is entitled to purchase the property without the approval or consent of the Foreign Investment Review Board.

42.2 In the event of any breach of the said warranty, the Purchaser will indemnify and compensate the Vendor in respect of any loss, damage, penalty, fine, expense or legal costs which may be incurred by the Vendor as a consequence thereof. This warranty and indemnity shall not merge upon completion.

43. REDUCED DEPOSIT

43.1 Notwithstanding any other provision of this contract, on the making of this contract the vendor will accept payment by the purchaser of less than ten per cent (10%) of the purchase price as part payment of the Deposit.

The purchaser warrants that the balance of the Deposit being the difference between the amount paid on the making of this contract and 10% of the purchase price (the unpaid deposit) will be paid to the vendor by the purchaser on or before completion or immediately upon the occurrence of a default by the purchaser of any obligation hereunder which entitled the vendor to forfeit the deposit and terminate this contract for sale of land.

The purchaser irrevocably agrees that the unpaid deposit so demanded by the Vendor and any costs incurred by the vendor in recovering that deposit constitute a judgement debt to the vendor exercisable in a court of law.

43.2 If the deposit paid is less than ten (10) per cent then clause 2.9 is amended by deleting 'parties equally' on line 3 and substituting 'vendor'.

44. SETTLEMENT

In the event settlement does not take place at the scheduled time, or does not take place at a re-arranged time on that same day, due to default of the Purchaser or their mortgagee and through no fault of the Vendor, in addition to any other monies payable by the Purchaser on completion of this Contract, the Purchaser must pay an additional $110 (GST inclusive) on settlement, to cover the legal costs and other expenses incurred as a consequence of the delay.

Settlement of this matter shall take place wherever the Vendor's Mortgagee directs. If the property is not mortgaged, or the discharge of mortgage is already held by The Conveyancing Practice, then settlement shall be effected at the office of The Conveyancing Practice. However, should the Purchaser not be in a position to settle at the office of The Conveyancing Practice, then settlement may be effected in the Sydney CBD at a place nominated by the Purchaser, so long as the Vendor's Licensed Conveyancers' Sydney Agents fee of $55 (GST inclusive) is paid by the Purchaser.

45. BUILDING CERTIFICATE

45.1 Subject to the provisions of Schedule 3 of the Conveyancing (Sale of Land) Regulations, if the purchaser applies for a building certificate from the local council after the date of this contract and the council after the date of this contract but before completion:-

(a) a work order under any legislation is made;
(b) refuses to issue the certificate for any reason; or
(b) informs the purchaser of works to be done before it will issue the building certificate;

then the purchaser shall not be entitled to make any objection, requisition or claim for compensation, rescind, delay completion nor require the vendor to do any work to the property to enable the certificate to issue. If this contract is completed the purchaser must comply with such work order and pay the expense of compliance or do the works required at his/her own expense.

46. DEPOSIT GUARANTEE BOND

In the event that the deposit is paid by way of a Deposit Guarantee Bond the parties agree that the Purchaser has, at exchange, provided the Vendor with a Deposit Guarantee Bond in the amount of $ which is dated and:-

a The vendor agrees to accept the 10% deposit by way of Deposit Guarantee Bond in lieu of a money deposit and in this contract the word 'Bond' means the Deposit Bond issued to the vendor at the request of the purchaser.
b Subject to paragraphs (c) and (d) below, the delivery of the Bond, on or before the date of this contract to the person nominated in this contract to hold the deposit shall to the extent of the amount guaranteed under the Bond be deemed for the purposes of this Contract to be payment of the deposit in accordance with this Contract.
c The purchaser shall pay the amount stipulated in the Bond to the vendor in cash or by unendorsed bank cheque on completion of this Contract or at such other time as may be provided for the deposit to be accounted for to the vendor.
d If the vendor is entitled to the deposit and serves on the purchaser a notice in writing claiming to forfeit the deposit, then to the extent that the amount has not already been paid by the guarantor under the Bond, the purchaser shall forthwith pay the deposit (or so much thereof as has not been paid) to the person nominated in this contract to hold the deposit.
e The vendor acknowledges that payment by the guarantor under the Bond shall, to the extent of the amount paid, be in satisfaction of the purchaser's obligation to pay the deposit under paragraph (d) above.
f. at settlement the Purchaser must pay to the Vendor in addition to all other moneys payable under this Contract, the full purchase price (less any deposit held by the agent) and the Vendor will return the original Guarantee to the Purchaser.

47. GUARANTEE

47.1 In consideration of the vendor entering into this contract with the purchaser, the directors of the purchaser jointly and severally guarantee to the vendor the due and punctual performance and observance by the purchaser of its obligations under this contract, and jointly and severally indemnify and will keep the vendor indemnified at all times from and against any loss, damage, cost, charge or expense whatsoever, in connection with, arising from or in consequence of any failure by the purchaser to perform or observe any of the obligations on its part to be performed or observed. This guarantee is a continuing guarantee and will not merge on completion and will not be abrogated, prejudiced or discharged by any waiver by the vendor or by any other matter or thing whatsoever, and will be deemed to constitute a principal obligation between each of the directors of the purchaser and the vendor until the purchaser's obligations under the contract have been fully performed.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. (a) What are the nature and provisions of any tenancy or occupancy?
   (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
   (c) Please specify any existing breaches.
   (d) All rent should be paid up to or beyond the date of completion.
   (e) Please provide details of any bond together with the Rental Bond Board's reference number.
   (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
   (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
   (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

Title

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

Adjustments

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

Survey and building

12. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
13. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
14. In respect of the property and the common property:
   (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
   (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
   (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
   (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
   (e) In respect of any residential building work carried out in the last 7 years:
      (i) please identify the building work carried out;
      (ii) when was the building work completed?
      (iii) please state the builder's name and licence number;
      (iv) please provide details of insurance under the *Home Building Act 1989*.

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15. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?

16. If a swimming pool is on the common property:
    (a) when did construction of the swimming pool commence?
    (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
    (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
    (d) are there any outstanding notices or orders?

17. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
    (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
    (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

18. In respect of the property and the common property:
    (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
    (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
    (c) Is the vendor aware of:
        (i) any road, drain, sewer or storm water channel which intersects or runs through them?
        (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
        (iii) any latent defects in them?
    (d) Has the vendor any notice or knowledge of them being affected by the following:
        (i) any resumption or acquisition or proposed resumption or acquisition?
        (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
        (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
        (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
        (v) any realignment or proposed realignment of any road adjoining them?
        (vi) any contamination of them?

Owners corporation management

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

Capacity

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

Requisitions and transfer

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

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 5/SP69649

SEARCH DATE	TIME	EDITION NO	DATE
19/10/2012	4:02 PM	6	1/2/2010

LAND

LOT 5 IN STRATA PLAN 69649
AT FORESTVILLE
LOCAL GOVERNMENT AREA WARRINGAH

FIRST SCHEDULE

JAMES PATRICK CURTIS
LAUREN AMANDA CURTIS
AS JOINT TENANTS (T AF279297)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP69649
2 AF279298 MORTGAGE TO ST. GEORGE BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

TCP-GAIELLO-Curtis PRINTED ON 19/10/2012

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

FOLIO: CP/SP69649

SEARCH DATE	TIME	EDITION NO	DATE
19/10/2012	4:02 PM	2	4/9/2006

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 69649 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT FORESTVILLE
LOCAL GOVERNMENT AREA WARRINGAH
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM SP69649

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 69649
ADDRESS FOR SERVICE OF NOTICES:
4A STARKEY STREET
FORESTVILLE 2087

SECOND SCHEDULE (5 NOTIFICATIONS)

1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
2 ATTENTION IS DIRECTED TO THE RESIDENTIAL SCHEMES MODEL BY-LAWS CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE AT THE DATE OF REGISTRATION OF THE SCHEME
KEEPING OF ANIMALS - OPTION B HAS BEEN ADOPTED
3 SP69649 RESTRICTION(S) ON THE USE OF LAND
4 SP69649 POSITIVE COVENANT
5 AC456121 THIS EDITION ISSUED PURSUANT TO S.111 REAL PROPERTY ACT, 1900

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 69649

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	69	2	65	3	66	4	64
5	66	6	69	7	SP77161	8	67
9	64	10	66	11	70	12	SP77161
13	67	14	65	15	67		

STRATA PLAN 77161

LOT	ENT	LOT	ENT
16	67	17	68

END OF PAGE 1 - CONTINUED OVER

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LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP69649 PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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PHONE: (02) 9261 5211 FAX: (02) 9264 7752
www.hazlett.com.au



STRATA PLAN FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

STRATA CERTIFICATE

*Name of Council / *Accredited Certifier: S G JOHNSON

being satisfied that the requirements of the Strata Scheme (Freehold Development) Act 1973 ~~Strata Scheme (Leasehold Development) Act 1986~~ have been complied with, approves of the proposed

* Strata Plan
~~* Strata Plan of Subdivision~~

illustrated in the annexure to this certificate.

*The accredited certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.

~~The strata plan/strata plan of subdivision is part of a development scheme. The * council/ * accredited certifier is satisfied that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the stage of the strata development contract to which it relates~~

*The Council does not object to the encroachment of the building beyond the alignment of ~~.....~~

*The Accredited Certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.

*This approval is given on the condition that the use of lot(s) ..... (being utility lot/s designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods, and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in * section 39 of the Strata Schemes (Freehold Development) Act 1973 or * section 68 of the Strata Schemes (Leasehold Development) ~~Act 1986~~.

Date: 12 DECEMBER, 2002

Submission No: 10301

Accreditation No: 418677

Relevant Development Consent No: NIL

Issued by: .....

~~Authorised Person/Council Manager/Accredited Certifier~~

* Complete or delete if applicable

SURVEYOR'S CERTIFICATE

I, MURRAY D HASTINGS

of CARDNO BLH DX 18505 CASTLE HILL

a surveyor registered under the Surveyor Act 1929, hereby certify that:

(1) each applicable requirement of
* Schedule 1A to Strata Schemes (Freehold Development) Act, 1973
~~* Schedule 1A to Strata Schemes (Leasehold Development) Act, 1986~~

(2) *(a) the building encroaches on a public place;
*(b) the building encroaches on land (other than a public place) in respect of which encroachment an appropriate easement:
*has been created by registered * .....
~~*is to be created under section 888 of the Conveyancing Act 1919.~~

(3) the survey information recorded in any accompanying location plan is accurate.

Signature: M. Hastings

Date: 6th NOVEMBER 2002

* Delete if inapplicable
+ State whether dealing or plan, and quote registered number

This is sheet 1 of my Plan in 6 sheets

PLAN OF SUBDIVISION OF LOT 2 IN DP1048824

L.G.A. : WARRINGAH

Suburb/Locality : FORESTVILLE

Parish : MANLY COVE

County : CUMBERLAND

SP69649

Registered: LS 22.1.2003

Purpose : STRATA PLAN

Ref. Map : U1860-44

Last Plan : DP1048824

Name of, and address for service of notices on, the owners corporation (Address required on original strata plan only)

THE OWNERS OF STRATA PLAN No 69649
No.4A STARKEY STREET
FORESTVILLE 2087

* RESIDENTIAL Model By-laws adopted for this scheme
Keeping of Animals : Option A/B/C

~~* Schedule of By-laws in ..... sheets filed with plan~~

~~* No By-Laws apply~~

*Strike out whichever is inapplicable

SCHEDULE OF UNIT ENTITLEMENT

SCHEDULE OF UNIT ENTITLEMENT	
LOT	ENTITLEMENT
1	69
2	65
3	66
4	64
5	66
6	69
7	67
8	67
9	64
10	66
11	70
12	68
13	67
14	65
15	67
AGGREGATE	1000

10 20 30 40 50 60 Table of mm 100 110 120 130 140 150 160

SURVEYOR'S REFERENCE : N04722LP-01/CHECKLIST

FOR LOCATION PLAN SEE SHEET 2

Signatures, seals and statements of intension to create easements, restrictions on the use of land or positive covenants

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, IT IS INTENDED TO CREATE:

1) RESTRICTION ON USE

2) POSITIVE COVENANT

Signed in my presence for and on behalf of Perpetual Trustee Company Limited (A.B.N. 42 000 001 007) under Power of Attorney dated 12 March 2002 (Registration No. 4342/443) by its Attorneys who are personally known to me and each of whom declare that they have received no notice of revocation of the Power of Attorney under which this document is signed.

Witness
Julia Castonguay

Attorney
VICKI RIGGIO
MANAGER

Attorney
SUDHAM OF HAZRA
ASSISTANT MANAGER

BSP PROPERTY GROUP No 5 PTY LTD
A.C.N. 098 032 663

R.S.BHINDER
DIRECTOR

K.S. PANNU
DIRECTOR

K.S. SANGHA
DIRECTOR

SUNCORP-METWAY Ltd. A.C.N. [illegible] 722 BY ITS ATTORNEY
PAUL WESLEY MALEK
WHO CERTIFIES THAT THEY ARE A [illegible] ATTORNEY PURSUANT [illegible] ER OF ATTORNEY BOOK [illegible] NO. 372 OF WHICH THEY HAVE RECEIVED NO NOTICE OF REVOCATION
SIGNED IN MY PRESENCE BY THE SAID ATTORNEY WHO IS PERSONALLY KNOWN TO ME

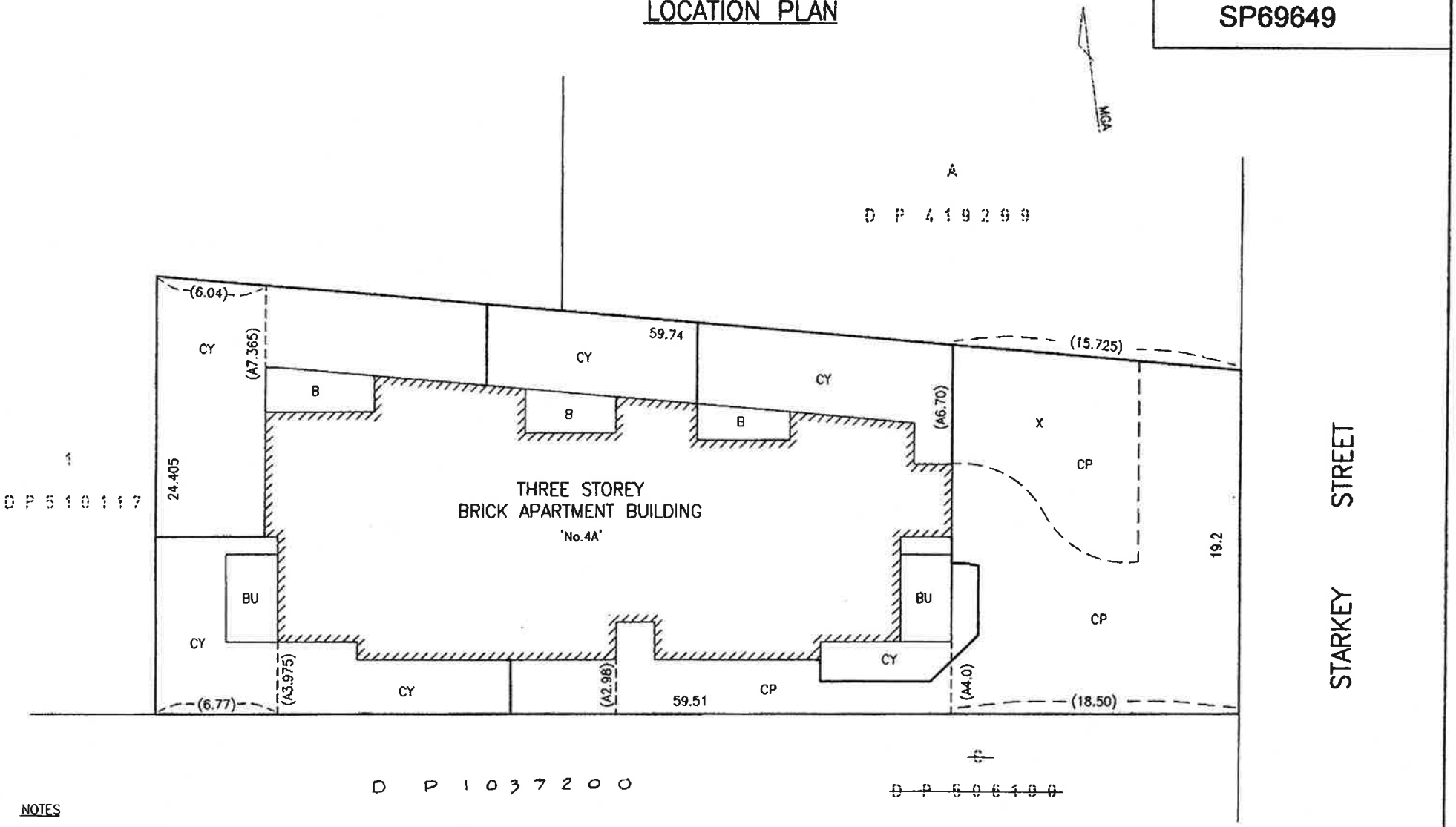
WITNESS

"REGISTERED DATE" AMENDED IN LPI/NSW VIDE 2003/785 5.5.2003

Req:R507691 /Doc:SP 0069649 P /Rev:05-May-2003 /Sts:SC.OK /Prt:16-Jan-2006 10:55 /Pgs:ALL /Seq:1 of 6
Ref:TCP-GAIELLO-Shanahan /Src:H

LOCATION PLAN

SP69649



NOTES

BU DENOTES BALCONY
A DENOTES PROLONGATION OF EXTERNAL FACE OF BRICK WALL
CY DENOTES COURTYARD
B DENOTES COVERED BALCONY
CP DENOTES COMMON PROPERTY
X DENOTES ON-SITE DETENTION TANK

Reduction Ratio 1: 200

Lengths are in Metres

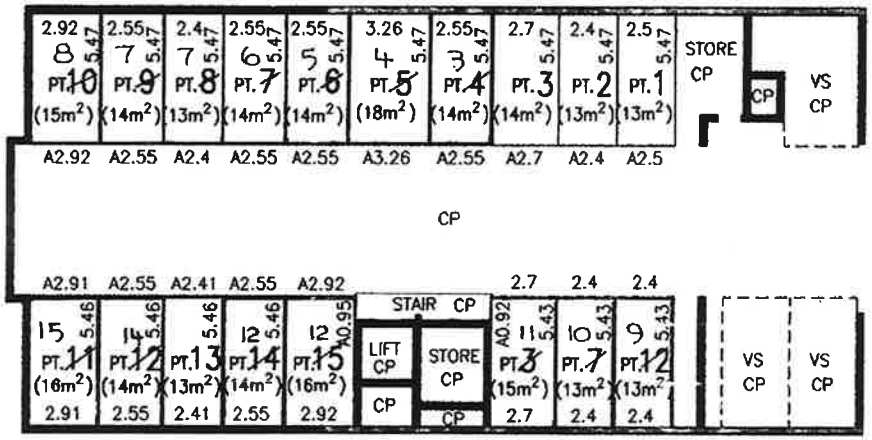
Registered Surveyor

~~Authorised Person/ General Manager~~/ Accredited Certifier

SURVEYOR'S REFERENCE : N04722LP-01/CHECKLIST

Req:R507691 /Doc:SP 0069649 P /Rev:05-May-2003 /Sts:SC.OK /Prt:16-Jan-2006 10:55 /Pgs:ALL /Seq:2 of 6
Ref:TCP-GAIELLO-Shanahan /Src:H

SP69649



BASEMENT CARPARK

NOTES

CP DENOTES COMMON PROPERTY

VS DENOTES VISITOR CARSPACE (COMMON PROPERTY)

A DENOTES PROLONGATION OF FACE OF WALL

THE AREAS SHOWN HEREON ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT AND ARE APPROXIMATE ONLY.

Reduction Ratio 1: 200 Lengths are in Metres

Registered Surveyor

~~Authorised Person/ Central Manager~~/ Accredited Certifier

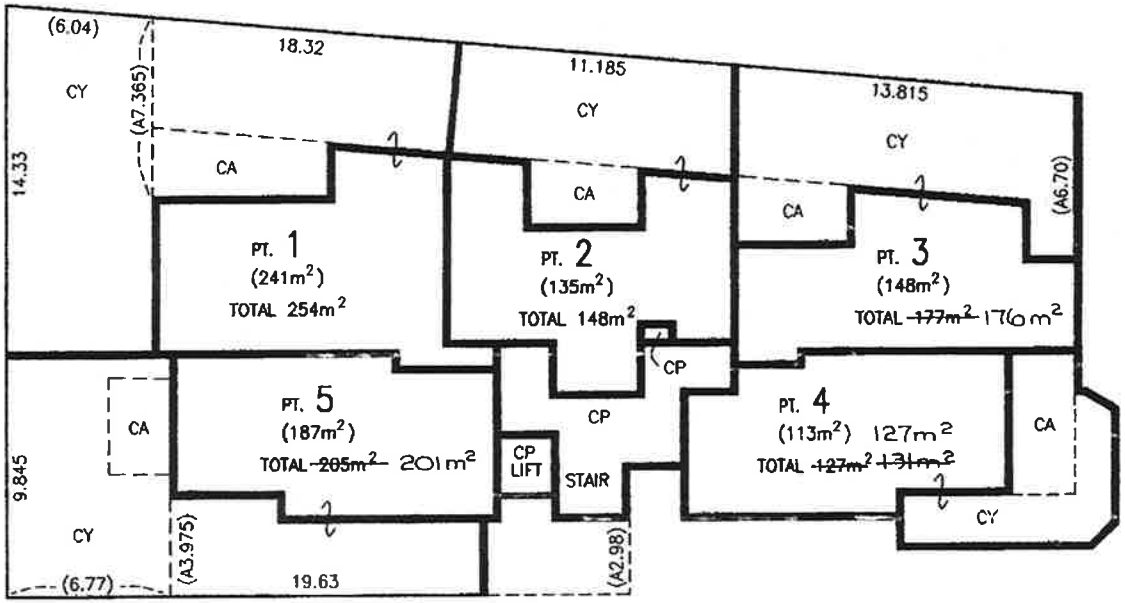
SURVEYOR'S REFERENCE : N04722LP-01/CHECKLIST

AMENDMENTS MADE IN LPI/NSW AT SURVEYORS REQUEST VIDE 2003/412 & 27.3.2003 & 2.4.2003

Req:R507691 /Doc:SP 0069649 P /Rev:05-May-2003 /Sts:SC.OK /Prt:16-Jan-2006 10:55 /Pgs:ALL /Seq:3 of 6
Ref:TCP-GAIELLO-Shanahan /Src:H

SP69649

GROUND LEVEL



NOTES

CP DENOTES COMMON PROPERTY
CY DENOTES COURTYARD
CA DENOTES COVERED COURTYARD
A DENOTES PROLONGATION OF EXTERNAL FACE OF BRICK WALL

THE STRATUM OF EACH COURTYARD WHERE NOT COVERED IS LIMITED IN HEIGHT TO 5 METRES ABOVE THE UPPER SURFACE OF THE MAIN LIVING ROOM FLOOR OF THEIR RESPECTIVE DWELLINGS AND 2 METRES BELOW THE UPPER SURFACE OF THE MAIN LIVING ROOM FLOOR OF THEIR RESPECTIVE DWELLINGS OR THE UPPER SURFACE OF THE BASEMENT CARPARK, WHICHEVER IS THE HIGHEST.

THE AREAS SHOWN HEREON ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT AND ARE APPROXIMATE ONLY.

Reduction Ratio 1: 200 Lengths are in Metres

Registered Surveyor

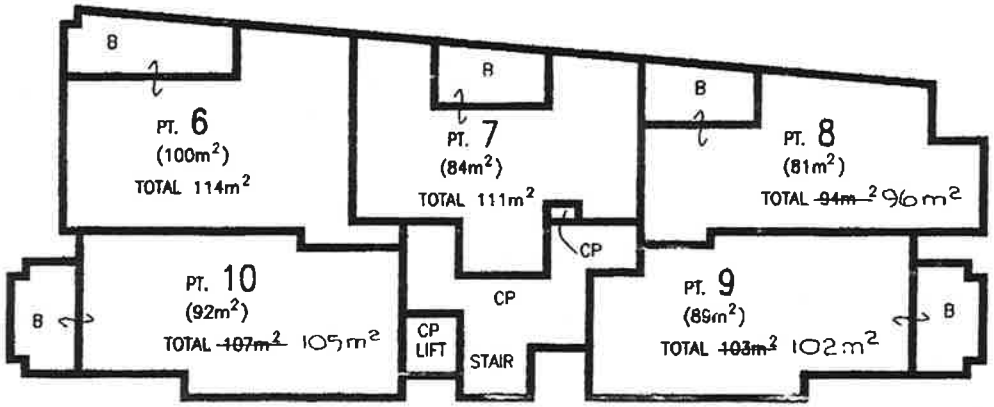
~~Authorised Person~~/ ~~General Manager~~/ Accredited Certifier

SURVEYOR'S REFERENCE : N04722LP-01/CHECKLIST

AMENDMENTS MADE IN LPI/NSW AT SURVEYORS REQUEST VIDE 2003/412 (AM) & 27.3.2003 & 2.4.2003

Req:R507691 /Doc:SP 0069649 P /Rev:05-May-2003 /Sts:SC.OK /Prt:16-Jan-2006 10:55 /Pgs:ALL /Seq:4 of 6
Ref:TCP-GAIELLO-Shanahan /Src:H

SP69649



LEVEL 1

NOTES

CP DENOTES COMMON PROPERTY
B DENOTES COVERED BALCONY

THE AREAS SHOWN HEREON ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT AND ARE APPROXIMATE ONLY.

Reduction Ratio 1: 200

Lengths are in Metres

Registered Surveyor

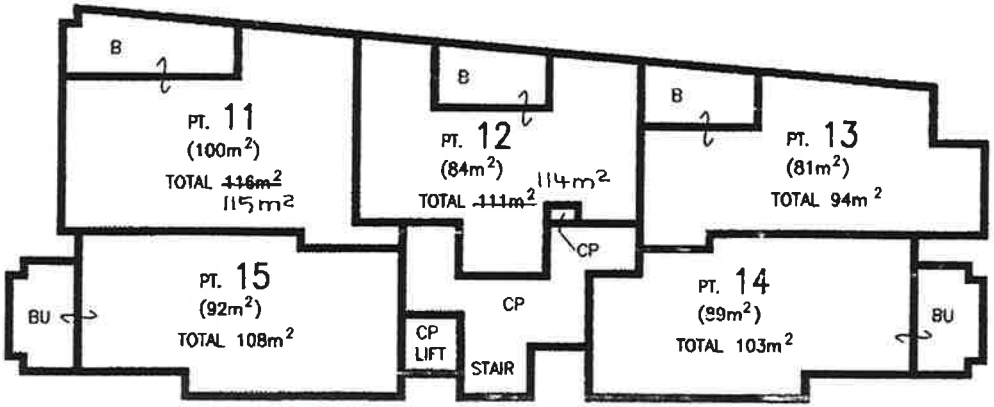
~~Authorised Person~~/ ~~General Manager~~/ Accredited Certifier

SURVEYOR'S REFERENCE : N04722LP-01/CHECKLIST

AMENDMENTS MADE IN LPI/NSW AT SURVEYORS REQUEST VIDE 2003/412 27.3.2003

Req:R507691 /Doc:SP 0069649 P /Rev:05-May-2003 /Sts:SC.OK /Prt:16-Jan-2006 10:55 /Pgs:ALL /Seq:5 of 6
Ref:TCP-GAIELLO-Shanahan /Src:H

SP69649



LEVEL 2

NOTES

CP DENOTES COMMON PROPERTY
B DENOTES COVERED BALCONY
BU DENOTES BALCONY

THE STRATUM OF EACH BALCONY WHERE NOT COVERED IS LIMITED IN HEIGHT TO 2 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE HARDSTAND.

THE AREAS SHOWN HEREON ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT AND ARE APPROXIMATE ONLY.

Reduction Ratio 1: 200 Lengths are in Metres

Registered Surveyor

~~Authorised Person/ General Manager~~/ Accredited Certifier

SURVEYOR'S REFERENCE : N04722LP-01/CKECKLIST

PLAN AMENDED IN LPI/NSW AT SURVEYORS REQUEST VIDE 2009/412 ✓ 24.2003

Req:R507691 /Doc:SP 0069649 P /Rev:05-May-2003 /Sts:SC.OK /Prt:16-Jan-2006 10:55 /Pgs:ALL /Seq:6 of 6
Ref:TCP-GAIELLO-Shanahan /Src:H

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973 AND SECTION 88B OF THE CONVEYANCING ACT, 1919.

SP69649

Plan of Subdivision of Lot 2 in DP
covered by Strata Certificate No. 10301
dated 12/12/02

Full name and address of proprietor of the land

BSP Property Group No.5 Pty Limited
Suite 6, Level 3, Macarthur Point
25 Solent Circuit
Norwest Business Park
Baulkham Hills NSW 2153

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lots or parcels:	Benefited lots, roads, bodies or Prescribed Authorities:
1	Restriction on use	Common Property herein	Warringah Council
2	Positive Covenant	Common Property herein	Warringah Council

PART 2 (Terms)

Terms of easement, profit a prendre, restriction or positive covenant numbered 1 in the plan:

The registered proprietor covenants as follows with the Warringah Council (Council) in respect to the structure erected on the land described as "on-site stormwater detention system" (which expression includes all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater) shown on plans approved by the Land & Environment Court, Council Reference No. 2775/99DA (hereinafter called "the system").

(Sheet 4 of 4 sheets)

SP69649

Plan of Subdivision of Lot 2 in DP
covered by Strata Certificate No. 10301
dated 12/12/02.

EXECUTED BY

~~THE COMMON SEAL OF~~ BSP PROPERTY GROUP No.5 PTY LIMITED ~~was hereunto affixed~~ by authority of the Board in the presence of

A.C.N. 098 032 663

Secretary

K.S PANNU Director

SUNCORP-METWAY Ltd. A.C.N. 010 831 722 BY ITS ATTORNEY GLENN ANTHONY CHENEY WHO CERTIFIES THAT I AM A LEVEL 1 ATTORNEY PURSUANT TO POWER OF ATTORNEY BOOK 3859 NO. 372 OF WHICH I HAVE RECEIVED NO NOTICE OF REVOCATION SIGNED IN MY PRESENCE BY THE SAID ATTORNEY WHO IS PERSONALLY KNOWN TO ME

WITNESS
JOHN AVERY
LEVEL 2
56 PITT ST.
SYDNEY

R.S. BHINDER
DIRECTOR.

K.S. SANGHA
DIRECTOR.

Signed in my presence for and on behalf of Perpetual Trustee Company Limited (A B N 42 000 001 007) under the Power of Attorney dated 12/3/2002 (Registration No 4342/643) by its Attorneys

VICKI RICCIO — Manager
[Signature of Attorney] [Full name of Attorney] [Title of Attorney]

SUDHAMOY HAZRA — Assistant Manager
[Signature of Attorney] [Full name of Attorney] [Title of Attorney]

who are personally known to me and each of whom declare that they have received no notice of revocation of the Power of Attorney under which this document is signed

John L'Estrange
[Signature of Witness] [Full name of Witness]

Accredited Certifier
Accreditation No. 418677

REGISTERED 22.1.2003

SP69649

Plan of Subdivision of Lot 2 in DP
covered by Strata Certificate No. 10301
dated 12/12/02.

The registered proprietors covenant with the applicant that they will not:

I. Do any act, matter or thing which would prevent the structure and works from operating in an efficient manner.

II. Make any alterations or additions to the structure and works or allow any development within the meaning of the Environmental Planning and Assessment Act, 1979 to encroach upon the structure and works without the express written consent of the Council.

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

For the purposes of this covenant:

Structure and works shall mean the on-site stormwater detention system constructed on the land as detailed in the plans approved by the Land & Environment Court, Council Reference No. 2775/99DA, including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act shall mean the Conveyancing Act, 1919.

Terms of easement, profit a prendre, restriction or positive covenant numbered 2 in the plan:

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

I. The registered proprietor will:

(a) keep the structure and works clean and free from silt, rubbish and debris;

(b) maintain and repair at the sole expense of the registered proprietors the whole of the structure and works so that it functions in a safe and efficient manner;

II. For the purpose of ensuring observance of the covenant the Council may by its servants or agents at any reasonable time of the day and upon giving to the person against whom the covenant is enforceable not less than two days notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of construction, maintenance or repair of the structure and works on the land.

III. By written notice the Council may require the registered proprietors to attend to any matter and to carry out such work within such time as the Council may require to ensure the proper and efficient performance of the structure and works and to that extent section 88F(2) (a) of the Act is hereby agreed to be amended accordingly.

SP69649

Plan of Subdivision of Lot 2 in DP
covered by Strata Certificate No. 10301
dated 12/12/02.

IV. Pursuant to section 88F(3) of the Act the Council shall have the following additional powers pursuant to this covenant:

(i) in the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in part III hereof.

(ii) The Council may recover from the registered proprietor in a Court of competent jurisdiction:

(a) any expense reasonably incurred by it in exercising its powers under subparagraph (i) hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work.

(b) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

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

For the purposes of this covenant:

Structure and works shall mean the on-site stormwater detention system constructed on the land as detailed in the plans approved by the Land & Environment Court, Council Reference No. 2775/99DA, including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act shall mean the Conveyancing Act, 1919.

The authority whose consent is required to release, vary or modify the restriction on use and positive covenant numbered 1 and 2 in the plan is Warringah Council. The cost and expense of any release, variation or modification shall be borne by the person or corporation requesting the same in all respects.

Municipality of Warringah (Forestville)

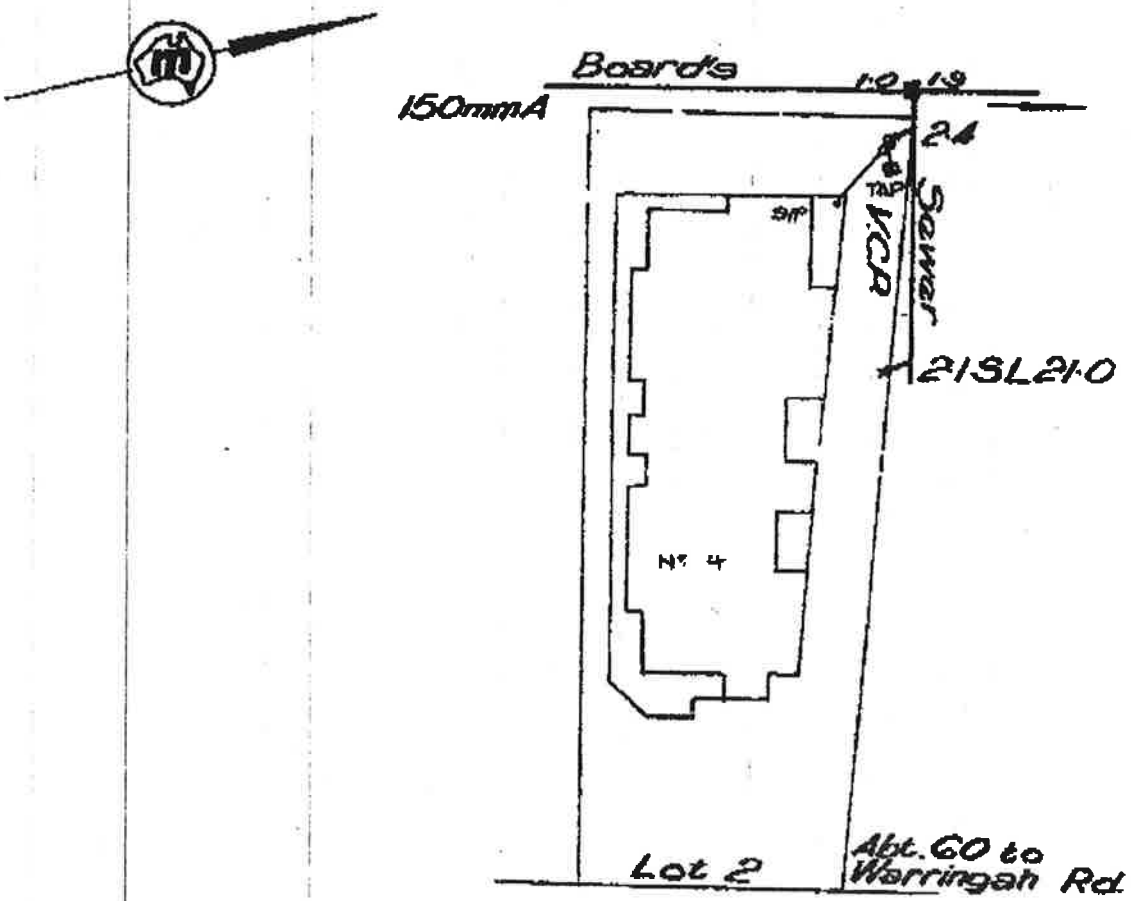
No. 863496

SYMBOLS AND ABBREVIATIONS

	Boundary Trap	RV	Reflux Valve	IP	Induct Pipe	Bsn	Basin
	Inspection Shaft		Cleaning Eye	MF	Mice Flap	Shr	Shower
	P.T.	VENT	Vertical Pipe	T	Tubs	WIP	Wrought Iron Pipe
GI	Grease Interceptor	VP	Vent Pipe	KS	Kitchen Sink	CIP	Cast Iron Pipe
	Gully	SVP	Soil Vent Pipe	WC	Water Closet	FW	Floor Waste
PT	P Trap	DCC	Down Cast Cowl	BW	Bath Waste	WM	Washing Machine

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.



RATE No. ..... W.C.S. .....

SHEET No. 8202 U.C.S. .....

Scale 1 : 500

For House Services Engineer

	DRAINAGE		BRANCH OFFICE	PLUMBING	
W.C.	Supervised by	Date		Supervised by	Date
Bth.					
Shr.	..... Inspector	../../..	Date ../../..	..... Inspector	../../..
Bsn.	Examined by		Outfall N/S HL LL	1391 156	
K.S.			Drainer		
T.			Plumber		
Pig.	..... Chief Inspector	../../..	Boundary Trap		
Dge. Int.					

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

Warringah Council

Section 149 (2) Environmental Planning and Assessment Act, 1979 (As Amended)

Date Printed: 17 October 2012

Certificate Number: PLC2012/3917

Applicant Reference: N/A

Receipt Number: 100175332

The Conveyancing Practice
88 Warringah Road
NARRAWEENA NSW 2099

Property Address: 5/4A Starkey Street FORESTVILLE NSW 2087

Legal Description: Lot 5 SP 69649

Property ID: 155285

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).*

Draft State Environmental Planning Policy (Competition) 2010

Collaroy Planning Proposal.

St Vincent de Paul Brookvale, Planning Proposal

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

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

Warringah Development Control Plan

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 B2 Local Centre

(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.

(1) Whether an order has been made under Part 4D of the Coastal Protection Act 1979 in relation to emergency 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 emergency 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

(3) such information (if any) as is required by the regulations under section 56B of the Coastal Protection Act 1979 to be included in the planning certificate and of which the council has been notified pursuant to those regulations.

Not Applicable

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

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

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

No

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

No

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

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

No

(b) any environmental planning instrument

No

(c) any resolution of Council.

No

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

(a) as adopted by Council

No

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

No

7A. *Flood related development controls information*

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

No

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

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.

Warringah Council

Section 149 (2) Environmental Planning and Assessment Act, 1979 (As Amended)

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.

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone B2 Local Centre

1 Objectives of zone

• To provide a range of retail, business, entertainment and community uses that serve the needs of people who live in, work in and visit the local area.

• To encourage employment opportunities in accessible locations.

• To maximise public transport patronage and encourage walking and cycling.

• To provide an environment for pedestrians that is safe, comfortable and interesting.

• To create urban form that relates favourably in scale and in architectural and landscape treatment to neighbouring land uses and to the natural environment.

• To minimise conflict between land uses in the zone and adjoining zones and ensure the amenity of any adjoining or nearby residential land uses.

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

Boarding houses; Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Information and education facilities;

Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Service stations; Shop top housing; Tourist and visitor accommodation; Any other development not specified in item 2 or 4

4 Prohibited

Advertising structures; Agriculture; Air transport facilities; Animal boarding or training establishments; Boat building and repair facilities; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Environmental facilities; Exhibition villages; Extractive industries; Forestry; Freight transport facilities; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Marinas; Mooring pens; Moorings; Open cut mining; Port facilities; Recreation facilities (major); Recreation facilities (outdoor); Research stations; Residential accommodation; Rural industries; Sex services premises; Storage premises; Transport depots; Vehicle body repair workshops; Vehicle repair stations; Waste or resource management facilities; Water recreation structures; Wharf or boating facilities; Wholesale supplies