

Contract for the sale and purchase of land 2018 edition

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TERM

MEANING OF TERM

NSW Duty:

vendor's agent

UPSTATE REAL ESTATE

LEVEL 1, SUITE 15, 888 PITTWATER RD DEE WHY 2099
 EMAIL GEOFF.P@UPSTATE.COM.AU M 0414-590-598

co-agent

Milan Fries, Maria Carboni, Mira Doughty & Raffaele Carboni
 Unit 9, 1 Parrwi Rd Mosman 2088

vendor's solicitor

FRESHWATER CONVEYANCING SERVICES
 PO BOX 803 FRESHWATER 2096 PH 9905-5559 email georgina@freshconvey.com

date for completion

42nd day after the contract date (clause 15)
 467 CONDOMINE STR ALLAMBIE HEIGHTS NSW 2100

plan details and

title reference)

Lot 74/ DP 12764

improvements

☒ VACANT POSSESSION ☐ subject to existing tenancies
 HOUSE ☒ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space
☐ none ☐ other:
 documents in the List of Documents as marked or numbered:
 other documents:

attached copies

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

inclusions

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

exclusions

purchaser

purchaser's solicitor

price \$
 deposit \$ (10% of the price, unless otherwise stated)
 balance \$

buyer's agent

contract date

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

vendor

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

witness

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3)
Proposed **electronic transaction** (clause 30)

☐ NO ☐ YES
☐ YES ☐ NO

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

Land tax is adjustable ☐ NO ☐ YES
GST: Taxable supply ☐ NO ☐ YES
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)

Purchaser must make an **RW payment** (residential withholding payment)

☒ NO ☐ YES (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

RW payment (residential withholding payment) – further details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of RW payment: \$

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the RW rate (residential withholding rate): \$

Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ NO ☐ YES

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

List of Documents

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

General	Home Building Act 1989	Swimming Pools Act 1992	Other
☐ 1 property certificate for the land	☐ 2 plan of the land	☐ 27 certificate of compliance	☐ 58
☐ 2 plan of the land	☐ 3 unregistered plan of the land	☐ 28 evidence of registration	☐ 57 document relevant to off-the-plan sale
☐ 3 unregistered plan of the land	☐ 4 plan of land to be subdivided	☐ 29 relevant occupation certificate	☐ 56 information certificate under Community Land Management Act 2015
☐ 4 plan of land to be subdivided	☐ 5 document that is to be lodged with a relevant plan	☐ 30 certificate of non-compliance	☐ 55 information certificate under Strata Schemes Management Act 2015
☐ 5 document that is to be lodged with a relevant plan	☐ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	☐ 31 detailed reasons of non-compliance	☐ 54 document disclosing a change in boundaries or management contract or statement
☐ 7 additional information included in that certificate	☐ 8 sewerage infrastructure location diagram (service location diagram)	☐ 24 insurance certificate	☐ 53 document disclosing a change in a development or management contract or statement
☐ 8 sewerage infrastructure location diagram (service location diagram)	☐ 9 sewer lines location diagram (sewerage service diagram)	☐ 25 brochure or warning	☐ 52 document disclosing a change of by-laws
☐ 9 sewer lines location diagram (sewerage service diagram)	☐ 10 document that created or may have created an easement, profit a prendre, restriction on use or positive covenant disclosed in this contract	☐ 26 evidence of alternative indemnity cover	☐ 51 community management statement
☐ 10 document that created or may have created an easement, profit a prendre, restriction on use or positive covenant disclosed in this contract	☐ 11 planning agreement	☐ 27 certificate of compliance	☐ 50 community development contract
☐ 11 planning agreement	☐ 12 section 88G certificate (positive covenant)	☐ 28 evidence of registration	☐ 49 plan creating community property
☐ 12 section 88G certificate (positive covenant)	☐ 13 survey report	☐ 29 relevant occupation certificate	☐ 48 property certificate for community property
☐ 13 survey report	☐ 14 building information certificate or building certificate given under legislation	☐ 30 certificate of non-compliance	☐ 47 precinct management statement
☐ 14 building information certificate or building certificate given under legislation	☐ 15 lease (with every relevant memorandum or variation)	☐ 31 detailed reasons of non-compliance	☐ 46 precinct development contract
☐ 15 lease (with every relevant memorandum or variation)	☐ 16 other document relevant to tenancies	☐ 32 certificate of non-compliance	☐ 45 plan creating precinct property
☐ 16 other document relevant to tenancies	☐ 17 licence benefiting the land	☐ 33 plan creating strata common property	☐ 44 property certificate for precinct property
☐ 17 licence benefiting the land	☐ 18 old system document	☐ 34 strata by-laws	☐ 43 neighbourhood management statement
☐ 18 old system document	☐ 19 Crown purchase statement of account	☐ 35 strata development contract or statement	☐ 42 neighbourhood development contract
☐ 19 Crown purchase statement of account	☐ 20 building management statement	☐ 36 strata management statement	☐ 41 plan creating neighbourhood property
☐ 20 building management statement	☐ 21 form of requisitions	☐ 37 strata renewal proposal	☐ 40 property certificate for neighbourhood property
☐ 21 form of requisitions	☐ 22 clearance certificate	☐ 38 strata renewal plan	☐ 39 leasehold strata - lease of lot and common property
☐ 22 clearance certificate	☐ 23 land tax certificate	☐ 39 leasehold strata - lease of lot and common property	☐ 32 property certificate for strata common property
☐ 23 land tax certificate	☐ 24 insurance certificate	☐ 32 property certificate for strata common property	☐ 33 plan creating strata common property
☐ 24 insurance certificate	☐ 25 brochure or warning	☐ 33 plan creating strata common property	☐ 34 strata by-laws
☐ 25 brochure or warning	☐ 26 evidence of alternative indemnity cover	☐ 34 strata by-laws	☐ 35 strata development contract or statement
☐ 26 evidence of alternative indemnity cover	☐ 27 certificate of compliance	☐ 35 strata development contract or statement	☐ 36 strata management statement
☐ 27 certificate of compliance	☐ 28 evidence of registration	☐ 36 strata management statement	☐ 37 strata renewal proposal
☐ 28 evidence of registration	☐ 29 relevant occupation certificate	☐ 37 strata renewal proposal	☐ 38 strata renewal plan
☐ 29 relevant occupation certificate	☐ 30 certificate of non-compliance	☐ 38 strata renewal plan	☐ 39 leasehold strata - lease of lot and common property
☐ 30 certificate of non-compliance	☐ 31 detailed reasons of non-compliance	☐ 39 leasehold strata - lease of lot and common property	☐ 32 property certificate for strata common property
☐ 31 detailed reasons of non-compliance		☐ 32 property certificate for strata common property	☐ 33 plan creating strata common property

Strata or community title (clause 23 of the contract)

Section 66W Certificate

L
of

Solicitor/Licensed Conveyancer, certify as follows:

1. I am a Solicitor/Conveyancer currently admitted to practise in the State of New South Wales.
2. I am giving this certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a Contract for the sale of property at _____ from _____

("the vendor")

to

("the purchaser")

in order that there is no cooling off period in relation to that Contract.

3. I do not act for the vendor and I am not employed in the legal practice of a solicitor acting for the vendor nor am I a member or employee of a firm of which a solicitor acting for the vendor is a member or employee.

4. I have explained to the purchaser:

- (a) the effect of the Contract for the purchase of that property;
- (b) the nature of this Certificate;
- (c) the effect of giving this certificate to the vendor, that there is no cooling off period in relation to the Contract.

Dated this _____

2018

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.

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—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation (including areas in which residential premises have been identified as containing loose-fill asbestos insulation), contact NSW Fair Trading.

COOLING OFF PERIOD (PURCHASER'S RIGHTS) 1. This is the statement required by section 66X of the <i>Conveyancing Act 1919</i> 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.	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, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).	AUCTIONS Regulations made under the Property, Stock and Business Agents Act 2002 prescribe a number of conditions applying to sales by auction.
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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:

Australian Taxation Office	NSW Fair Trading
County Council	NSW Public Works Advisory
Department of Planning and Environment	Office of Environment and Heritage
Department of Primary Industries	Owner of adjoining land
East Australian Pipeline Limited	Privacy
Electricity and gas	Roads and Maritime Services
Land & Housing Corporation	Subsidence Advisory NSW
Local Land Services	Telecommunications
NSW Department of Education	Transport for NSW
	Water, sewerage or drainage authority

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 2010 or the Retail Leases Act 1994.

3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, 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 (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.

7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).

8. The purchaser should arrange insurance as appropriate.

9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.

10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.

11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor.

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 <i>italics</i> 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	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
	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;
	clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the TA Act, that covers one or more days falling within the period from and including the contract date to completion;
	deposit-bond	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
	depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's solicitor, or if no vendor's solicitor is named in this contract, the buyer's agent);
	document of title	document relevant to the title or the passing of title;
	FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the TA Act (12.5% as at 1 July 2017);
	GST Act	A New Tax System (Goods and Services Tax) Act 1999;
	GST rate	the rate mentioned in s4 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;
	planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the property;
	requisition	an objection, question or requisition (but the term does not include a claim);
	remittance amount	the lesser of the FRCGW percentage of the price (inclusive of GST, if any) and the amount specified in a variation served by a party;
	rescind	rescind this contract from the beginning;
	RW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the TA Act (the price multiplied by the RW rate);
	RW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the TA Act (as at 1 July 2018), usually 7% of the price if the margin scheme applies, 1/11 th if not);
	serve	serve in writing on the other party;
	settlement cheque	an endorsed cheque made payable to the person to be paid and – issued by a bank and drawn on itself; 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;
	TA Act	Taxation Administration Act 1953;
	terminate	terminate this contract for breach;
	variation	a variation made under s14-235 of Schedule 1 to the TA Act;
	within	in relation to a period, at any time before or during the period; and
	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 (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).
2	Deposit and other payments before completion	The purchaser must pay the deposit to the depositholder as stakeholder.
2.1		Normally, the purchaser must pay the deposit on the making of this contract, and this time is essential.
2.2		If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
2.3		The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a cheque to the depositholder.
2.4		If any of the deposit is not paid on time or a cheque for any of the deposit is not honoured on presentation, the depositholder or to the vendor, vendor's agent or vendor's solicitor for sending to the depositholder.
2.5		If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
2.6		If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
2.7		If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 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 deposit holder that the deposit is to be invested, the deposit holder is to invest the deposit (at the risk of the party who becomes entitled to it) with a bank, 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	Deposit-bond
3.1	This clause applies only if this contract says the vendor has agreed to accept a deposit-bond for the deposit (or part of it).
3.2	The purchaser must provide the original deposit-bond to the vendor's solicitor (or if no solicitor the deposit holder) at or before the making of this contract and this time is essential.
3.3	If the deposit-bond has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must serve a replacement deposit-bond at least 7 days before the expiry date. The time for service is essential.
3.4	The vendor must approve a replacement deposit-bond if – 3.4.1 it is from the same issuer and for the same amount as the earlier deposit-bond; and 3.4.2 it has an expiry date at least three months after its date of issue.
3.5	A breach of clauses 3.2 or 3.3 entitles the vendor to terminate. The right to terminate is lost as soon as – 3.5.1 the purchaser serves a replacement deposit-bond; or 3.5.2 the deposit is paid in full under clause 2.
3.6	Clauses 3.3 and 3.4 can operate more than once.
3.7	If the purchaser serves a replacement deposit-bond, the vendor must serve the earlier deposit-bond.
3.8	The amount of any deposit-bond does not form part of the price for the purposes of clause 16.7.
3.9	The vendor must give the purchaser the deposit-bond – 3.9.1 on completion; or 3.9.2 if this contract is rescinded.
3.10	If this contract is terminated by the vendor – 3.10.1 normally, the vendor can immediately demand payment from the issuer of the deposit-bond; or 3.10.2 if the purchaser serves prior to termination a notice disputing the vendor's right to terminate, the vendor must forward the deposit-bond for its proceeds if called up) to the deposit holder as stakeholder.
3.11	If this contract is terminated by the purchaser – 3.11.1 normally, the vendor must give the purchaser the deposit-bond; or 3.11.2 if the vendor serves prior to termination a notice disputing the purchaser's right to terminate, the vendor must forward the deposit-bond (or its proceeds if called up) to the deposit holder as stakeholder.
4	Transfer
4.1	Normally, the purchaser must serve at least 14 days before the date for completion – 4.1.1 the form of transfer; and 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
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.
5	Requisitions
5.1	If a form of requisitions is attached to this contract, the purchaser is taken to have made those requisitions.
5.2	If the purchaser is or becomes entitled to make any other requisition, the purchaser can make it only by serving it – 5.2.1 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; 5.2.2 if it arises out of anything served by the vendor – within 21 days after the later of the contract date and that service; and 5.2.3 in any other case – within a reasonable time.
6	Error or misdescription
6.1	The purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the property, the title or anything else and whether substantial or not).
6.2	This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
6.3	However, this clause does not apply to the extent the purchaser knows the true position.

7	Claims by purchaser	7
7.1	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
7.1.1	the total amount claimed exceeds 5% of the price;	7.1.1
7.1.2	the vendor serves notice of intention to rescind; and	7.1.2
7.1.3	the purchaser does not serve notice waiving the claims within 14 days after that service; and	7.1.3
7.2	if the vendor does not rescind, the parties must complete and if this contract is completed –	7.2
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 depositor until the claims are finalised or lapse;	7.2.1
7.2.2	the amount held is to be invested in accordance with clause 2.9;	7.2.2
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);	7.2.3
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;	7.2.4
7.2.5	net interest on the amount held must be paid to the parties in the same proportion as the amount held is paid; and	7.2.5
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, and the amount belongs to the vendor.	7.2.6
8	Vendors' rights and obligations	8
8.1	The vendor can rescind if –	8.1
8.1.1	the vendor is, on reasonable grounds, unable or unwilling to comply with a requisition;	8.1.1
8.1.2	the vendor serves a notice of intention to rescind that specifies the requisition and those grounds; and	8.1.2
8.1.3	the purchaser does not serve a notice waiving the requisition within 14 days after that service.	8.1.3
8.2	if the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can terminate by serving a notice. After the termination –	8.2
8.2.1	the purchaser can recover the deposit and any other money paid by the purchaser under this contract;	8.2.1
8.2.2	the purchaser can sue the vendor to recover damages for breach of contract; and	8.2.2
8.2.3	if the purchaser has been in possession a party can claim for a reasonable adjustment.	8.2.3
9	Purchaser's default	9
9.1	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
9.1	keep or recover the deposit (to a maximum of 10% of the price);	9.1
9.2	hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –	9.2
9.2.1	for 12 months after the termination; or	9.2.1
9.2.2	if the vendor commences proceedings under this clause within 12 months, until those proceedings are concluded; and	9.2.2
9.3	sue the purchaser either –	9.3
9.3.1	where the vendor has rescinded the property under a contract made within 12 months after the termination, to recover –	9.3.1
9.3.2	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	9.3.2
9.3.2	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
10	Restrictions on rights of purchaser	10
10.1	The purchaser cannot make a claim or requisition or rescind or terminate in respect of –	10.1
10.1.1	the ownership or location of any fence as defined in the Dividing Fences Act 1991;	10.1.1
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);	10.1.2
10.1.3	a wall being or not being a party wall in any sense or of that term or the property being affected by an easement for support or not having the benefit of an easement for support;	10.1.3
10.1.4	any change in the property due to fair wear and tear before completion;	10.1.4

10.1.5	a promise, representation or statement about this contract, the <i>property</i> 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, priority notice or writ).
10.2	The purchaser cannot rescind or terminate only because of a defect in title to or quality of the inclusions.
10.3	Normally, the purchaser cannot make a claim or requisition or rescind or terminate or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
11	Compliance with work orders
11.1	Normally, the vendor must by completion comply with a work order made on or before the contract date and if this contract is completed the purchaser must comply with any other work order.
11.2	If the purchaser complies with a work order, and this contract is rescinded or terminated, the vendor must pay the expense of compliance to the purchaser.
12	Certificates and inspections
12.1	The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant – to have the <i>property</i> 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 <i>property</i> under legislation, or
12.2.2	a copy of any approval, certificate, consent, direction, notice or order in respect of the <i>property</i> given under legislation, even if given after the contract date, and
12.3	to make 1 inspection of the <i>property</i> in the 3 days before a time appointed for completion.
13	Goods and services tax (GST)
13.1	Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the GST Act have the same meaning in this clause.
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 or payment for an expense of another party or pay an expense 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 expense, but
13.3.2	the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
13.3.3	if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at 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 <i>property</i> 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 date for completion, 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 depositor 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 with a date of effect of registration on or before completion, the depositor is to pay the retention sum to the purchaser, but
	• if the purchaser does not serve that letter within 3 months of completion, the depositor 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 <i>property</i> .
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 <i>property</i> .
13.7	If this contract says the sale is not a taxable supply –
13.7.1	the purchaser promises that the <i>property</i> will not be used and represents that the purchaser does not intend the <i>property</i> (or any part of the <i>property</i>) 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.	
13.12	If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.	
13.13	If the purchaser must make an R/W payment the purchaser must –	
13.13.1	at least 5 days before the date for completion, serve evidence of submission of an R/W payment notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;	
13.13.2	produce on completion a settlement cheque for the R/W payment payable to the Deputy Commissioner of Taxation;	
13.13.3	forward the settlement cheque to the payee immediately after completion; and	
13.13.4	serve evidence of receipt of payment of the R/W payment.	
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, levies 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 not adjust purchase land tax (as defined in the Land Tax Act 1956) but must adjust any other 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	Date for completion	
	The parties must complete by the date for completion and, if they do not, a party can serve a notice to complete if that party is otherwise entitled to do so.	

16	Completion	
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 lodgement fee to the purchaser, plus another 20% of that fee.	
16.6	If a party 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.	
16.7	Purchaser	
	On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or settlement cheque –	
16.7.1	the price less any:	
	• deposit paid;	
	• remittance amount payable;	
	• RW payment; and	
16.7.2	any other amount payable by the purchaser under this contract and	
	• amount payable by the vendor to the purchaser under this contract and	
16.8	If the vendor requires more than 5 settlement cheques, the vendor must pay \$10 for each extra cheque.	
16.9	If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the deposit holder to account to the vendor for the deposit.	
16.10	On completion the deposit belongs to the vendor.	
	Place for completion	
16.11	Normally, the parties must complete at the completion address, which is –	
16.11.1	if a special completion address is stated in this contract – that address; or	
16.11.2	if none is stated, but a first mortgage is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place – that place; or	
16.11.3	in any other case – the vendor's solicitor's address stated in this contract.	
16.12	The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.	
16.13	If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.	
17	Possession	
17.1	Normally, the vendor must give the purchaser vacant possession of the property on completion.	
17.2	The vendor does not have to give vacant possession if –	
17.2.1	this contract says that the sale is subject to existing tenancies, and	
17.2.2	the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).	
17.3	Normally, the purchaser can claim compensation (before or after completion) or rescind if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).	
18	Possession before completion	
18.1	This clause applies only if the vendor gives the purchaser possession of the property before completion.	
18.2	The purchaser must not before completion –	
18.2.1	let or part with possession of any of the property;	
18.2.2	make any change or structural alteration or addition to the property; or	
18.2.3	contravene any agreement between the parties or any direction, document, legislation, notice or order affecting the property.	
18.3	The purchaser must until completion –	
18.3.1	keep the property in good condition and repair having regard to its condition at the giving of possession; and	
18.3.2	allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.	
18.4	The risk as to damage to the property passes to the purchaser immediately after the purchaser enters into possession.	
18.5	If the purchaser does not comply with this clause, then without affecting any other right of the vendor –	
18.5.1	the vendor can before completion, without notice, remedy the non-compliance; and	

18.5.2	if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
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 s470 of the Conveyancing Act 1919;
20.6.5	served if it is sent by email or fax to the party's solicitor, unless in either case 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, 17, 21, 30 and 31 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 (including any percentage or rate specified in legislation) is also 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 pages 1 – 3) are, to the extent of each party's knowledge, true, and are part of this contract.
20.15	Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
21	Time limits in these provisions
21.1	if the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
21.2	if there are conflicting times for something to be done or to happen, the latest of those times applies.
21.3	The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
21.4	if the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
21.5	if the time for something to be done or to happen is a day that is not a business day, the time is extended to the next business day, except in the case of clauses 2 and 3.2.
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	• Definitions and modifications	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 –
23.2.1	'change', in relation to a scheme, means –	
	• a registered or registrable change from by-laws set out in this contract;	
	• a change from a development or management contract or statement set out in this contract; or	
23.2.2	• a change in the boundaries of common property;	
23.2.3	'common property' includes association property for the scheme or any higher scheme;	
23.2.4	'contribution' includes an amount payable under a by-law;	
23.2.5	'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;	
23.2.6	'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;	
23.2.7	'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;	
23.2.8	'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;	
23.2.9	'the property' includes any interest in common property for the scheme associated with the lot; and	
23.2.9	'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 capital works 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	• Adjustments and liability for expenses	
	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 determined on or before the contract date, even if it is payable by instalments; and	
23.6.2	the purchaser is liable for all contributions determined 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 23.6.1.	
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;	
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; or	

- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice 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 an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 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. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 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.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 If the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, 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 –
- a disclosure statement required by the Retail Leases Act 1994 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 Retail Leases Act 1994.
- 24.4 If the property is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - 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;
- 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 (an attornment notice) 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 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.
- 25 **Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must serve a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is served on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease; *normally*, need not include a Crown grant; and
- 25.5.3 *normally*, need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to serve the form of transfer until after the vendor has served a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General or the registration copy of that document.
- 26 **Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the parties must adjust any interest under clause 14.1.
- 27 **Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under legislation or a planning agreement.
- 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after service of the purchaser's part.
- 27.4 If consent is refused, either party can rescind.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a party, then that party can rescind *within 7 days* after receipt by or service upon the party of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser serves the purchaser's part of the application, the purchaser can rescind; or
- 27.6.2 *within 30 days* after the application is made, either party can rescind.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a planning agreement; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after service of the notice granting consent to transfer.

28	Unregistered plan	
28.1	This clause applies only if some of the land is described as a lot in an unregistered plan.	
28.2	The vendor must do everything reasonable to have the plan registered within 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under legislation.	
28.3	If the plan is not registered within that time and in that manner –	
28.3.1	the purchaser can rescind; and	
28.3.2	the vendor can rescind, but only if the vendor has complied with clause 28.2 and with any legislation governing the rescission.	
28.4	Either party can serve notice of the registration of the plan and every relevant lot and plan number.	
28.5	The date for completion becomes the later of the date for completion and 21 days after service of the notice.	
28.6	Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.	
29	Conditional contract	
29.1	This clause applies only if a provision says this contract or completion is conditional on an event.	
29.2	If the time for the event to happen is not stated, the time is 42 days after the contract date.	
29.3	If this contract says the provision is for the benefit of a party, then it benefits only that party.	
29.4	If anything is necessary to make the event happen, each party must do whatever is reasonably necessary to cause the event to happen.	
29.5	A party can rescind under this clause only if the party has substantially complied with clause 29.4.	
29.6	If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a party who has the benefit of the provision, the party can rescind within 7 days after either party serves notice of the condition.	
29.7	If the parties can lawfully complete without the event happening –	
29.7.1	if the event does not happen within the time for it to happen, a party who has the benefit of the provision can rescind within 7 days after the end of that time;	
29.7.2	if the event involves an approval and an application for the approval is refused, a party who has the benefit of the provision can rescind within 7 days after either party serves notice of the refusal; and	
29.7.3	the date for completion becomes the later of the date for completion and 21 days after the earliest of –	
	• either party serving notice of the event happening;	
	• every party who has the benefit of the provision serving notice waiving the provision; or	
	• the end of the time for the event to happen.	
29.8	If the parties cannot lawfully complete without the event happening –	
29.8.1	if the event does not happen within the time for it to happen, either party can rescind;	
29.8.2	if the event involves an approval and an application for the approval is refused, either party can rescind;	
29.8.3	the date for completion becomes the later of the date for completion and 21 days after either party serves notice of the event happening.	
29.9	A party cannot rescind under clauses 29.7 or 29.8 after the event happens.	
30	Electronic transaction	
30.1	This Conveyancing Transaction is to be conducted as an electronic transaction if –	
30.1.1	this contract says that it is a proposed electronic transaction;	
30.1.2	the parties otherwise agree that it is to be conducted as an electronic transaction; or	
30.1.3	the conveyancing rules require it to be conducted as an electronic transaction.	
30.2	However, this Conveyancing Transaction is not to be conducted as an electronic transaction –	
30.2.1	if the land is not electronically tradeable or the transfer is not eligible to be lodged electronically; or	
30.2.2	if, at any time after it has been agreed that it will be conducted as an electronic transaction, a party serves a notice that it will not be conducted as an electronic transaction.	
30.3	If, because of clause 30.2.2, this Conveyancing Transaction is not to be conducted as an electronic transaction –	
30.3.1	each party must –	
	• bear equally any disbursements or fees; and	
	• otherwise bear that party's own costs;	
30.3.2	if a party has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the parties, that amount must be adjusted under clause 14.2.	

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 normally, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the parties must conduct the *electronic transaction*; in accordance with the *participation rules* and the ECNL;
- 30.4.4 a party must pay the fees and charges payable by that party to the ELNO and the Land Registry as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one party to another party in the *Electronic Workspace* made –
- after the effective date; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that party at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the party required to serve it.
- 30.5 Normally, the vendor must within 7 days of the effective date –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with title data, the date for completion and, if applicable, mortgage details; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with title data;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated completion time; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, within 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated completion time.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must within 7 days of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with mortgage details, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with adjustment figures at least 2 business days before the date for completion; and
- 30.9.2 the vendor must populate the *Electronic Workspace* with payment details at least 1 business day before the date for completion.
- 30.10 At least 1 business day before the date for completion, the parties must ensure that –
- 30.10.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 30.10.2 all certifications required by the ECNL are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single settlement cheque;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.6, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the Land Registry, the ELNO or the Reserve Bank of Australia are inoperative for any reason at the completion time agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.
- 30.13 If the *Electronic Workspace* allows the parties to choose whether financial settlement is to occur despite the computer systems of the Land Registry being inoperative for any reason at the completion time agreed by the parties –
- 30.13.1 normally, the parties must choose that financial settlement not occur; however

30.13.2	if both parties choose that financial settlement is to occur despite such failure and financial settlement occurs –	
30.14	A party who holds a <i>certificate of title</i> must act in accordance with any <i>Prescribed Requirement</i> in relation to the <i>certificate of title</i> but if there is no <i>Prescribed Requirement</i>, the vendor must serve the <i>certificate of title</i> after completion. If the parties do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the <i>Electronic Workspace</i>, the party required to deliver the documents or things – things – 30.15.1 holds them on completion in escrow for the benefit of; and 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the party entitled to them. In this clause 30, these terms (in any form) mean –	
30.16	adjustment figures the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; the rules made under s12E of the Real Property Act 1900; any discharging mortgage, charge, covenant charge or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the property to be transferred to the purchaser; the <i>Electronic Conveyancing National Law</i> (NSW); the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i>; a transfer of land under the Real Property Act 1900 for the property to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the parties' <i>Conveyancing Transaction</i>; a <i>Conveyancing Transaction</i> to be conducted for the parties by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the participation rules; a land title that is <i>Electronically Tradeable</i> as that term is defined in the <i>conveyancing rules</i>; any mortgagee who is to provide finance to the purchaser on the security of the property and to enable the purchaser to pay the whole or part of the price; the details which a party to the <i>electronic transaction</i> must provide about any discharging mortgagee of the property as at completion; the participation rules as determined by the <i>ECNL</i>; to complete data fields in the <i>Electronic Workspace</i>; and the details of the title to the property made available to the <i>Electronic Workspace</i> by the Land Registry.	
31	Foreign Resident Capital Gains Withholding	
31.1	This clause applies only if –	
31.1.1	the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the TA Act; and	
31.1.2	a <i>clearance certificate</i> in respect of every vendor is not attached to this contract.	
31.2	The purchaser must –	
31.2.1	at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;	
31.2.2	produce on completion a <i>settlement cheque</i> for the remittance amount payable to the Deputy Commissioner of Taxation;	
31.2.3	forward the <i>settlement cheque</i> to the payee immediately after completion; and	

467 CONDOMINIUM STR ALLAMBIE HEIGHTS NSW 2100

- 31.2.4 serve evidence of receipt of payment of the remittance amount.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

For every purpose of this Contract the terms of provisions 1 to 31 as printed on pages 1 to 18 inclusive of the form of Contract to which these provisions are annexed will be deemed to be amended as follows:

32.1 Provision 7.1.1 – deleted and replace with "any amount is claimed"

32.2 Provision 7.2.1 & 7.2.2 – deleted

32.3 Provision 8.1 – delete the words "on reasonable grounds"

32.4 Provision 8.2.2 is deleted

32.5 Provision 8.2.3 is deleted

32.6 Provision 10.1.1 – insert "or any failure to comply with the provisions of the *Swimming Pools Act 1992* or any regulations of that Act".

32.7 Provision 10.1.8 and 10.1.9 are amended by:

(i) Replacing "substance" with "existence"

(ii) Replacing "disclose" with "noted" and

(iii) Inserting the following words at the end of provision 10.1.9:

"For the purpose of this contract, including 10.1.8 & 10.1.9, the

existence of any easement or restriction is sufficiently noted by the

annexing to the contract of copies of the documents creating, referring,

or otherwise giving rights to that easement or restriction".

32.8 Provision 11.2 as deleted

32.9 Provision 14.4.2 is deleted and replaced it with "by adjusting the amount of

land tax payable (calculated on a multiple holding basis and at the premium tax

marginal rate) in respect of the property"

32.10 Provision 16.5 is amended by deleting the words "plus another 20% of that fee"

32.11 Provision 16.7 is amended by deleting the words "by cash (up to \$2000.00) or

settlement cheque" and replace it with "by way of bank cheques"

32.12 Provision 16.8 is deleted.

33 Rights of Parties upon Death and Mental Illness

Without in any manner negating limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included herein, should either party (if more than one person comprises that party, then any one of them) prior to completion:

33.1 die or become mentally ill; or

33.2 being a Company, resolve to go into liquidation, have a winding up petition

presented against it, enter into any scheme of arrangement with its creditors or

have a liquidator, receiver or official manager appointed;

then the other party may at any time thereafter rescind this contract by notice in writing, whereupon the provisions of clause 19 shall apply.

34 Completion

34.1 If the purchaser does not complete by the completion date, then the purchaser shall as from the completion date pay interest on the balance of the price at a rate of eight per cent (8%) per annum calculated on a daily basis from and including the day immediately following the completion date up to and including the actual completion (or if the Vendor shall not by then be ready, willing and able to complete, then the date from which interest shall commence shall be the date on which the Vendor is ready, willing and able to complete), payable on completion. Nothing contained in this condition shall affect the Vendor's

- other rights to enforce this contract or pursuant to this contract in the event of default by the Purchaser. This is an essential term of this Contract.
- 34.2 If completion of this Contract does not take place by 3.30pm on the completion date then, without prejudice to any other rights or remedies the Vendor may have, the Vendor may at any time thereafter, by notice in writing to the purchaser, require completion to take place not less than fourteen (14) days after service of such notice and make time of the essence of this Contract in respect of such notice.
- 34.3 If the Vendor issues a notice to complete pursuant to clause 34.2 then the Purchaser shall pay to the Vendor \$330.00 on completion as compensation for the additional legal expenses incurred by the vendor as a result of the purchaser's default. This is an essential term of this contract.
- 34.4 If, for any reason, and due to no fault of the Vendor, the purchaser cancels settlement and reschedules it for another time and/or day then, the Purchaser shall pay to the Vendor a further \$220.00 each time that settlement is cancelled and/or rescheduled.
- 34.5 If the Purchaser requests completion at a location other than the Vendor's conveyancer's office or as the Vendor directs, then the purchaser must in addition to any other money payable under this Contract, pay the Vendor a fee of \$77.00 as agreed as an additional cost for completion taking place at another location.

- 35.1 Subject to Section 52A of the *Conveyancing Act 1919* (NSW) and the *Conveyancing (Sale of Land) Regulation 2010* (NSW), the Purchaser acknowledges that it is purchasing the property as a result of its own inspections and enquires and in the condition and state of repair as at the date of this Contract and subject to any existing water, sewerage (except sewers belonging to a registered sewerage authority), drainage, gas, electricity, telephone and other installations (Services) and cannot take any restricted action in respect of:

- 35.1.1 The condition, state of repair, dilapidation or infestation (if any) of the property;
- 35.1.2 Any latent or patent defect in the property;
- 35.1.3 Any environmental hazard or contamination;
- 35.1.4 The nature, location, availability or non-availability of the Services or defects in the Services;
- 35.1.5 Whether or not the property is subject to or has the benefit of any rights or easements in respect of the Services;
- 35.1.6 Any underground or surface stormwater drain passing through or over the property or any manhole vent on the property;
- 35.1.7 Any rainwater downpipe being connect to the sewer;
- 35.1.8 Any failure to comply with the *Swimming Pools Act 1992* (NSW); or
- 35.1.9 Whether or not the property complies with the regulations under the *Environmental Planning and Assessment Act 1979* (NSW) relating to the installation of smoke alarms.

35.2

Subject to the provisions of the Contract, Section 52A(2)(b) of the *Conveyancing Act 1919* and the Regulations under that Act and to the Conveyancing (Sale of Land) Regulation 2005, the purchaser acknowledges and agrees that:

35.2.1 The Purchaser buys the property together with the improvements thereto and any items included in the sale relying upon the Purchaser's own knowledge, inspections and enquires and does not rely on any warranties or representations made by or on behalf of the Vendor and the Purchaser shall not call upon the

Vendor to carry out any repairs whatsoever in relations to the property, improvements and/or inclusions;

35.2.2 Any warranties by or on behalf of the Vendor, express or implied, as to any purpose for which the property or as to any purpose for which any building which is or may be erected on the property can be used are expressly negatived; and

35.2.3 No objection or requisition or claim for compensation will be made by the Purchaser in respect of, nor will the Purchaser be entitled to rescind this Contract or delay completion by reason of any of the following matters:

a) the presence of any sewer manhole or vent on the property;

b) any rainwater downpipe being connected to the sewer;

c) any latent or patent defect in the property.

36 Building Certificate

- 36.1 The Purchaser acknowledges that the Vendor is not in possession of a building certificate under s.149D of the *Environmental Planning and Assessment Act 1979* ("Building Certificate") and the Purchaser must not request the Vendor to supply a Building Certificate on or before completion.
- 36.2 Despite anything contained in this Contract or rule of law to the contrary, the Vendor shall not be required to do any work or spend any money on or in relation to the property, nor make application for or do anything towards obtaining a Building Certificate.
- 36.3 If the Purchaser wishes to obtain a Building Certificate, the purchaser must apply for it at the Purchaser's own expense. If the relevant local council refuses or fails to issue a Building Certificate, the reason for refusal or failure to issue it will not constitute a defect in title and the Purchaser must not make objection, requisition or claim for compensation, or seek to rescind or terminate this Contract, or to delay completion, because of any matter arising from an application for a Building Certificate.

37 Agent

The purchaser warrants that the Purchaser and any party associates with or related to the Purchaser, has not had dealings relating to the subject property with any agent other than the Vendor's agent which may give rise to a claim against the Vendor for agent's commission on this sale. The Purchaser indemnifies the Vendor in respect of any such claim before and after completion.

38 Release of Deposit

Notwithstanding anything hereinbefore contained, the Purchaser hereby agree to release on or after the date hereof and prior to completion, the deposit or part hereof to the Vendor if required by the Vendor for payment as deposit money on the purchase of real estate and/or stamp duty and/or towards the balance of purchase price payable by the Vendor on the Vendor purchase of another property. The Purchaser authorise the Vendor's Agent and/or the Vendor's Representative (without production of any further authority other than a copy of this Special Condition) to withdraw the said moneys from where same has been deposited for an amount so required by the Vendor for any of the before mentioned applications.

39 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:-

40 **Deposit less than 10%**

Despite any other provision of this Contract, if:

(a) Subject to paragraphs (c) and (d) below, the delivery of the Bond, on or before the date of the 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.

(b) 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.

(c) 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.

(d) 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

(e) At settlement the Purchaser must pay to the Vendor in addition to all other monies 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.

41 **Consumer Credit Code**

41.1 The Purchaser warrants to the Vendor that:

44.1.1 The Purchaser does not require finance to purchase the subject property; or

44.1.2 The Purchaser has obtained approval for finance to purchase the subject property.

41.2 The Purchaser acknowledges that as a result of making this warrant and disclosure the Purchaser cannot terminate this Contract pursuant to the relevant section(s) of the *Consumer Credit Code of Consumer Credit (New South Wales) Act, 1995*.

42 Foreign Investment Warranty

42.1 In this clause "foreign person" means a "foreign person" within the meaning of section 21A of the *Foreign Acquisition and Takeovers Act 1975* and a "person to whom this section applies" has the meaning ascribed to those words in section 26A of that Act.

42.2 The Purchaser warrants that he is not a "foreign person" or a "person to whom this section applies" as defined in the previous subclause. Alternatively, if the Purchaser is within either of those definitions, then the previous warranty is not given and the Purchaser warrants that he has obtained the necessary consent under the *Foreign Acquisitions and Takeovers Act 1975* for the purchase of the property.

42.3 In the event of there being a breach of the warranty contained in this clause, whether deliberately or unintentionally, the Purchaser agrees to indemnify and save harmless and to compensate the Vendor in respect of any loss, damage or costs, charges and expenses (including legal costs, charges and expenses) which may be incurred by the Vendor as a result of such breach.

42.4 The warranty and indemnity contained in this clause shall not merge on completion and is an essential term of this contract.

43 Conditions of Sale by Auction

43.1 The following conditions are prescribed as applicable to and in respect of the sale by auction of the Property:

43.1.1 The Vendor's reserve price must be given in writing to the auctioneer before the auction commences.

43.1.2 A bid for the Vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the Vendor.

43.1.3 The highest bidder is the Purchaser, subject to any reserve price.

43.1.4 In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.

43.1.5 The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interest of the Vendor.

43.1.6 A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.

43.1.7 A bid cannot be made or accepted after the fall of the hammer.

43.1.8 As soon as practicable after the fall of the hammer, the Purchaser is to sign this Contract for Sale.

43.2 The following conditions, in addition to those prescribed by subclause 43.1, are prescribed as applicable to and in respect of the sale by auction of the property:

43.2.1 All bidders must agree to be registered in the auctioneer's bidder's record and display an identifying number issued by the auctioneer of Vendor's agent.

43.2.2 One bid only may be made by or on behalf of the Vendor. This includes a bid made by the auctioneer on behalf of the Vendor.

43.2.3 When making a bid on behalf of the Vendor or accepting a bid made by or on behalf of the Vendor, the auctioneer must clearly state that the bid was made by or on behalf of the Vendor or auctioneer.

44 Transfer

The Purchaser hereby agrees that they will allow the amount of \$77.00 (GST inclusive) on settlement, if the Transfer is not served to the Vendor's Licensed Conveyancer 14 days prior to the agreed settlement date to cover the cost of the Vendors Licensed Conveyancer preparing their own.

45 Requisitions

For the purposes of clause 5, the Vendor will be deemed to have complied with its obligations if it furnishes to the Purchaser replies to the requisitions contained in the printed form, a copy of which is attached to this Contract.

46 General Provisions

The parties agree:

46.1 If there is an inconsistency between these special clauses and clauses 1 to 31 of the Contract, these special clauses prevail to the extent of the inconsistency.

46.2 Each of the terms of this Contract is separate, severable and independent;
 46.3 That a provision of this Contract which has not been complied with and has not
 46.4 been waived does not merge on completion;
 46.4 To do all things and execute all further documents necessary to give full effect
 46.5 to this Contract;
 46.5 That any notice or other communication made under this Contract must be in
 46.6 reasonable legible writing and in English;
 46.6 That this Contract may be executed in any number of counterparts and all
 46.7 counterparts are taken together to constitute the Contract;
 46.7 That this Contract between the parties in respect of its
 46.8 subject matter, and
 46.8 That this Contract is governed by the laws of the State of New South Wales
 and the parties irrevocably submit to the non-exclusive jurisdiction of the
 Courts of New South Wales.

47 Guarantee

47.1 This clause applies if the Purchaser is a corporation but does not apply to a
 corporation listed on the Australian Securities Exchange. This clause is an
 47.2 essential term of this Contract.
 The word guarantor means each director of the Purchaser as at the date of this
 47.3 Contract.
 If the guarantor has not signed the Guarantee annexed to this Contract, the
 47.3 Vendor may terminate this Contract by serving a notice, but only within 14 days
 after the Contract date.

48 Rescission of Contract for Breach of Warranty

48.1 Should the Purchaser opt to rescind this Contract on the basis of a breach by
 the Vendor of the warranty prescribed within the Conveyancing (Sale of Land)
 Regulation 2005, then the provisions of clause 19 of this Contract shall apply.
 48.2 In the event that the Purchaser opts not to rescind this Contract by reason of
 any such breach, then the Purchaser agrees to proceed with completion of this
 Contract and to waive any right or claim to damages, costs or expenses which,
 but for this special condition, might arise in favour of the Purchaser as a
 consequence thereof.
 48.3 For the purposes of the special condition, clause 19 of this Contract is
 amended as follows:
 48.3.1 Clause 19.2.3 is deleted; and
 48.3.2 The word "otherwise" is deleted from clause 19.2.4.

49 Tenancy

49.1 The Purchaser acknowledges that:
 49.1.1 If the property is sold subject to the tenancy, the Purchaser will accept
 title to the property subject to the tenancy and any matters relating to the
 tenancy;
 49.1.2 Subject to the terms and conditions of this Contract, it has inspected
 and has satisfied itself in all respects about the tenancy documents; and
 49.1.3 The Purchaser must not make any objection, requisition or claim for
 compensation, or seek to rescind or terminate this Contract, or to delay
 completion because of any matter arising from the tenancy documents.

50	Clearance Certificate	50.1 In the event that the price is or exceeds \$750,000.00, the Vendor acknowledges that they must provide to the Purchaser a clearance certificate prior to settlement. 50.2 In the event that the Vendor has not provided a clearance certificate within one week from the date of completion, the Purchaser must: 50.2.1 Serve evidence on the Vendor that they have submitted a Purchaser payment notification to the Australia Taxation office (ATO); 50.2.2 Provide a settlement cheque for 12.5% of the purchase price or any other amount required by the ATO; 50.2.3 Forward the cheque to the ATO immediately following completion; 50.2.4 Provide evidence by way of service of receipt of the amount remitted to the ATO. 50.3 In the event that the Purchaser complies with 50.2, and their other obligations under the Contract, the Vendor will then be required to complete this Contract. 50.4 The Vendor cannot require the Purchaser to settle earlier than two business days following receipt of the clearance certificate or a certificate from the ATO outlining the amount payable to them.
51	Land Tax Certificate	51.1 The Vendor will obtain and provide to the Purchaser a land tax certificate: 51.1.1 If completion occurs 14 days or less from the date of the Contract, then on the day of exchange; and 51.1.2 If completion occurs more than 14 days from the date of the Contract, then 14 days prior to completion.
52	Survey Report	In the event that a survey report is annexed to this Contract, the Purchaser acknowledges it has inspected a photocopy of the survey report and the Purchaser agrees that the Purchaser shall make no objection, requisition or claim for compensation in respect of any matter or things disclosed by or appeared in the said survey report.
53	Swimming Pool	53.1 The Vendor does not warrant that the swimming pool on the property complies with the requirements imposed by the <i>Swimming Pools Act 1992</i> and the regulations prescribed under that Act; 53.2 The Purchaser agrees that after completion the Purchaser will comply with the requirements of the Act and regulations relating to access to the swimming pool, fencing and the erection of a warning notice and this special condition shall not merge upon completion of the Contract; 53.3 The Purchaser may not make any claims or raise any requisition whatsoever in relation to the swimming pool or any non-compliance with the <i>Swimming Pools Act 1992</i> or other relevant legislation.

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. What are the nature and provisions of any tenancy or occupancy? 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 free from all encumbrances.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. 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 the transferred unencumbered to the vendor prior to completion.
11. Adjustments referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. 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

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. 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.
15. 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 entered into any agreement with or granted any indemnity to this Council or any other authority concerning any development on the property?
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to this Council or any other authority concerning any development on the property?

17. If a swimming pool is included in the property:
- when did construction of the swimming pool commence?
 - is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - If the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - are there any outstanding notices or orders?
 - To whom do the boundary fences belong?
 - Are there any party walls?
 - If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit or any such agreement should be assigned to the purchaser on completion.
 - Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?
18. Affections
- Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
 - Is the vendor aware of:
 - any road, drain, sewer or storm water channel which intersects or runs through the land?
 - any dedication to or use by the public of any right of way or other easement over any part of the land?
 - any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
- any resumption or acquisition or proposed resumption or acquisition?
 - any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - any sum due to any local or public authority? If so, it must be paid prior to completion.
 - any realignment or proposed realignment of any road adjoining the property?
 - any contamination?
 - Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - If so, do any of the connections for such services pass through any adjoining land?
 - Do any service connections for any other property pass through the property?
 - Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?
22. Capacity
- If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.
23. Requisitions and transfer
- 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.
 - 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.
 - Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
 - The purchaser reserves the right to make further requisitions prior to completion.
 - 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.
24. Requisitions and transfer
- 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.
 - 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.
 - Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
 - The purchaser reserves the right to make further requisitions prior to completion.
 - 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.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 74/12764

SEARCH DATE	TIME	EDITION NO	DATE
10/1/2019	1:32 PM	1	1/8/2011

LAND

LOT 74 IN DEPOSITED PLAN 12764
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE
COUNTY OF CUMBERLAND
TITLE DIAGRAM D812764

FIRST SCHEDULE

MILAN FRIES

IN 1/3 SHARE

MARIA CARBONI

IN 1/3 SHARE

MIRA DOUGHTY

IN 1/6 SHARE

RAFFAELLE CARBONI

IN 1/6 SHARE

AS TENANTS IN COMMON

(TA AG404436)

SECOND SCHEDULE (1 NOTIFICATION)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PLAN

on of land comprised in R.P Application No 20184
Manly Cove - County of Cumberland

Scale 80 feet to an inch

Sunnybank Estate



The Drainage Easements, the sites of which are shown on the Plan, are intended to be used in favour of the Channel

M.M.

DP12764

(E)

Submitted in R.P.
No. 6016741
Dated 10/1/10



Balance Line of Azimuth AB
Date of Survey June 1924.

DP 12764 (E)

There are no building restrictions
All round corners are cut off 12 feet.

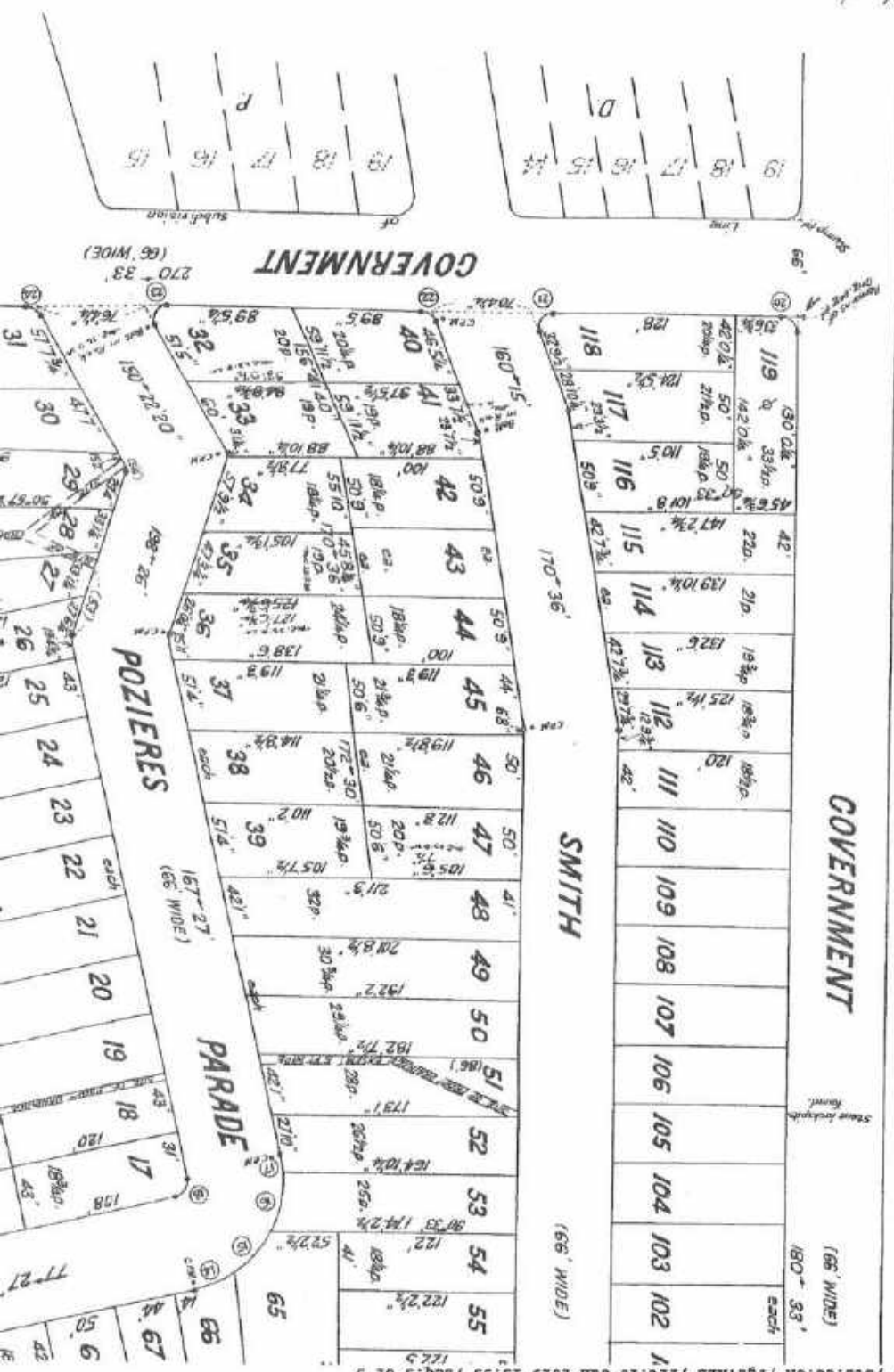
It is intended to dedicate Smith Av. to the public
and the lane to the public.

NOTES

W.A.S. Area
by Mr. Murray
Aug 15. 6. 1924

W.A.S. Area
by Mr. Murray
Aug 15. 6. 1924

Subscribed and declared before me at Sydney
this 9th day of September A.D. 1924.



1	18.10	32.27	16.10	18.10	32.27	16.10	18.10	32.27	16.10
2	18.10	32.27	16.10	18.10	32.27	16.10	18.10	32.27	16.10
3	18.10	32.27	16.10	18.10	32.27	16.10	18.10	32.27	16.10
4	18.10	32.27	16.10	18.10	32.27	16.10	18.10	32.27	16.10
5	18.10	32.27	16.10	18.10	32.27	16.10	18.10	32.27	16.10
6	18.10	32.27	16.10	18.10	32.27	16.10	18.10	32.27	16.10
7	18.10	32.27	16.10	18.10	32.27	16.10	18.10	32.27	16.10
8	18.10	32.27	16.10	18.10	32.27	16.10	18.10	32.27	16.10
9	18.10	32.27	16.10	18.10	32.27	16.10	18.10	32.27	16.10
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11	18.10	32.27	16.10	18.10	32.27	16.10	18.10	32.27	16.10
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13	18.10	32.27	16.10	18.10	32.27	16.10	18.10	32.27	16.10
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20	18.10	32.27	16.10	18.10	32.27	16.10	18.10	32.27	16.10
21	18.10	32.27	16.10	18.10	32.27	16.10	18.10	32.27	16.10
22	18.10	32.27	16.10	18.10	32.27	16.10	18.10	32.27	16.10
23	18.10	32.27	16.10	18.10	32.27	16.10	18.10	32.27	16.10
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25	18.10	32.27	16.10	18.10	32.27	16.10	18.10	32.27	16.10
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28	18.10	32.27	16.10	18.10	32.27	16.10	18.10	32.27	16.10
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32	18.10	32.27	16.10	18.10	32.27	16.10	18.10	32.27	16.10
33	18.10	32.27	16.10	18.10	32.27	16.10	18.10	32.27	16.10
34	18.10	32.27	16.10	18.10	32.27	16.10	18.10	32.27	16.10
35	18.10	32.27	16.10	18.10	32.27	16.10	18.10	32.27	16.10
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37	18.10	32.27	16.10	18.10	32.27	16.10	18.10	32.27	16.10
38	18.10	32.27	16.10	18.10	32.27	16.10	18.10	32.27	16.10
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51	18.10	32.27	16.10	18.10	32.27	16.10	18.10	32.27	16.10
52	18.10	32.27	16.10	18.10	32.27	16.10	18.10	32.27	16.10
53	18.10	32.27	16.10	18.10	32.27	16.10	18.10	32.27	16.10
54	18.10	32.27	16.10	18.10	32.27	16.10	18.10	32.27	16.10
55	18.10	32.27	16.10	18.10	32.27	16.10	18.10	32.27	16.10

B.126764(13.9.24)

DP 12764 (E)

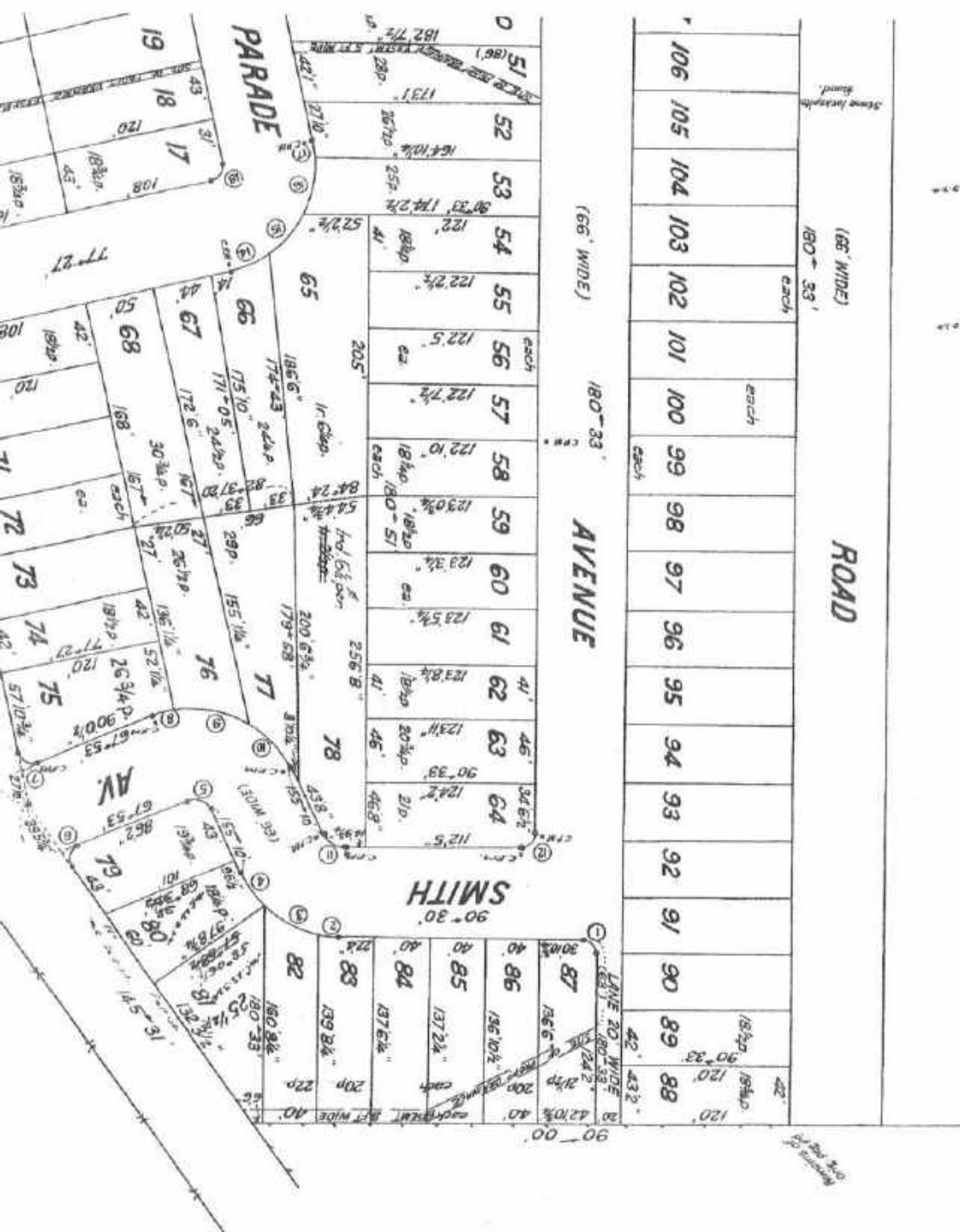
PLAN

of subdivision of land comprised in R.P. Application

Parish of Manly Cove - County of C

Scale 80 feet to an inch.

Sunnybank Estate



Year	Age	Height
1872	100 lbs	125.5 in
1873	117 lbs	126.5 in
1874	125 lbs	127.5 in
1875	132 lbs	128.5 in
1876	140 lbs	129.5 in
1877	148 lbs	130.5 in
1878	156 lbs	131.5 in
1879	164 lbs	132.5 in
1880	172 lbs	133.5 in
1881	180 lbs	134.5 in
1882	188 lbs	135.5 in
1883	196 lbs	136.5 in
1884	204 lbs	137.5 in
1885	212 lbs	138.5 in
1886	220 lbs	139.5 in
1887	228 lbs	140.5 in
1888	236 lbs	141.5 in
1889	244 lbs	142.5 in
1890	252 lbs	143.5 in
1891	260 lbs	144.5 in
1892	268 lbs	145.5 in
1893	276 lbs	146.5 in
1894	284 lbs	147.5 in
1895	292 lbs	148.5 in
1896	300 lbs	149.5 in
1897	308 lbs	150.5 in
1898	316 lbs	151.5 in
1899	324 lbs	152.5 in
1900	332 lbs	153.5 in
1901	340 lbs	154.5 in
1902	348 lbs	155.5 in
1903	356 lbs	156.5 in
1904	364 lbs	157.5 in
1905	372 lbs	158.5 in
1906	380 lbs	159.5 in
1907	388 lbs	160.5 in
1908	396 lbs	161.5 in
1909	404 lbs	162.5 in
1910	412 lbs	163.5 in
1911	420 lbs	164.5 in
1912	428 lbs	165.5 in
1913	436 lbs	166.5 in
1914	444 lbs	167.5 in
1915	452 lbs	168.5 in
1916	460 lbs	169.5 in
1917	468 lbs	170.5 in
1918	476 lbs	171.5 in
1919	484 lbs	172.5 in
1920	492 lbs	173.5 in
1921	500 lbs	174.5 in
1922	508 lbs	175.5 in
1923	516 lbs	176.5 in
1924	524 lbs	177.5 in
1925	532 lbs	178.5 in
1926	540 lbs	179.5 in
1927	548 lbs	180.5 in
1928	556 lbs	181.5 in
1929	564 lbs	182.5 in
1930	572 lbs	183.5 in
1931	580 lbs	184.5 in
1932	588 lbs	185.5 in
1933	596 lbs	186.5 in
1934	604 lbs	187.5 in
1935	612 lbs	188.5 in
1936	620 lbs	189.5 in
1937	628 lbs	190.5 in
1938	636 lbs	191.5 in
1939	644 lbs	192.5 in
1940	652 lbs	193.5 in
1941	660 lbs	194.5 in
1942	668 lbs	195.5 in
1943	676 lbs	196.5 in
1944	684 lbs	197.5 in
1945	692 lbs	198.5 in
1946	700 lbs	199.5 in
1947	708 lbs	200.5 in
1948	716 lbs	201.5 in
1949	724 lbs	202.5 in
1950	732 lbs	203.5 in
1951	740 lbs	204.5 in
1952	748 lbs	205.5 in
1953	756 lbs	206.5 in
1954	764 lbs	207.5 in
1955	772 lbs	208.5 in
1956	780 lbs	209.5 in
1957	788 lbs	210.5 in
1958	796 lbs	211.5 in
1959	804 lbs	212.5 in
1960	812 lbs	213.5 in
1961	820 lbs	214.5 in
1962	828 lbs	215.5 in
1963	836 lbs	216.5 in
1964	844 lbs	217.5 in
1965	852 lbs	218.5 in
1966	860 lbs	219.5 in
1967	868 lbs	220.5 in
1968	876 lbs	221.5 in
1969	884 lbs	222.5 in
1970	892 lbs	223.5 in
1971	900 lbs	224.5 in
1972	908 lbs	225.5 in
1973	916 lbs	226.5 in
1974	924 lbs	227.5 in
1975	932 lbs	228.5 in

Referring to curves

DP	12784	CONTINUED	AC	ED	F	ED	N
-	17	3/4				882.9	
-	16	1/2				857.6	
-	15	1/2				857.6	
-	15	5/8				879.2	
-	19					880.6	
-	19	1/4				886.9	
-	19	3/4				895.3	
-	20	1/4				895.9	
-	20	1/2				895.9	
-	20	1/2				895.9	
-	21	3/4				911.1	
-	21	1/4				937.0	
-	21	1/2				939.6	
-	21	3/4				950.1	
-	22					956.4	
-	22	1/4				933.4	
-	22	1/2				939.7	
-	22	3/4				950.1	
-	23	1/4				962.2	
-	23	1/2				970.3	
-	23	3/4				976.6	
-	25	5/8				735.0	
-	29	1/4				739.8	
-	30	3/4				750.8	
-	30	3/4				777.8	
-	31	1/2				807.8	
-	31	1/4				1370	

CONVERSION TAKE ADDED IN POSTAL GENERAL CONTRACT		
DP 1874a	INCHES	METRES
101	0	30.79
105	1 5/4	32.85
109	7 1/2	32.89
108	7	32.86
110	7	32.86
111	5	32.805
112	5	32.825
113	5	32.84
114	5	32.84
115	5 1/2	32.845
119	5 1/2	32.79
120	5	32.79
121	5	32.79
122	5 1/2	32.795
123	5 1/2	32.795
124	5 1/2	32.795
125	5 1/2	32.795
126	5 1/2	32.795
127	5 1/2	32.795
128	5 1/2	32.795
129	5 1/2	32.795
130	5 1/2	32.795
131	5 1/2	32.795
132	5 1/2	32.795
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480	5 1/2	32.795
481	5 1/2	32.795
482	5 1/2	32.795
483	5 1/2	32.795

DP 18764	CONTINUED	FEET INCHES	REVIEWS
32	2	3/4	9-51
32	2	1/2	9-51
32	5	1/2	9-50
32	6		9-50
33	-	1/2	9-50
33	-		9-50
33	4	3/4	10-50
33	5	3/4	10-50
33	6	3/4	10-50
33	7	3/4	10-50
33	8	3/4	10-50
34	0	1/2	10-50
34	1	1/2	10-50
34	2	1/2	10-50
34	3	1/2	10-50
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34	94	1/2	10-50
34	95	1/2	10-50
34	96	1/2	10-50
34	97	1/2	10-50
34	98	1/2	10-50



CONVERSION TABLE ADDED IN
BUREAU OF METROLOGY'S DEPARTMENT

UP 12764

FEET INCHES	ACTIVES
1	2 1/2 0.598
2	3 1/8 0.445
3	3 5/8 1.05
4	5 1/2 1.31
5	5 7/8 1.56
6	6 1/2 1.82
7	7 1/8 2.07
8	8 1/4 2.32
9	9 1/8 2.57
10	10 1/4 2.82
11	11 1/4 3.07
12	12 1/4 3.32
13	13 1/4 3.57
14	14 1/4 3.82
15	15 1/4 4.07
16	16 1/4 4.32
17	17 1/4 4.57
18	18 1/4 4.82
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22	22 1/4 5.82
23	23 1/4 6.07
24	24 1/4 6.32
25	25 1/4 6.57
26	26 1/4 6.82
27	27 1/4 7.07
28	28 1/4 7.32
29	29 1/4 7.57
30	30 1/4 7.82
31	31 1/4 8.07
32	32 1/4 8.32
33	33 1/4 8.57
34	34 1/4 8.82
35	35 1/4 9.07
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48	48 1/4 12.32
49	49 1/4 12.57
50	50 1/4 12.82
51	51 1/4 13.07
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74	74 1/4 18.82
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87	87 1/4 22.07
88	88 1/4 22.32
89	89 1/4 22.57
90	90 1/4 22.82
91	91 1/4 23.07
92	92 1/4 23.32
93	93 1/4 23.57
94	94 1/4 23.82
95	95 1/4 24.07
96	96 1/4 24.32
97	97 1/4 24.57
98	98 1/4 24.82
99	99 1/4 25.07
100	100 1/4 25.32

GRAM OF SANITARY DRAINAGE

Diagram No. 187527

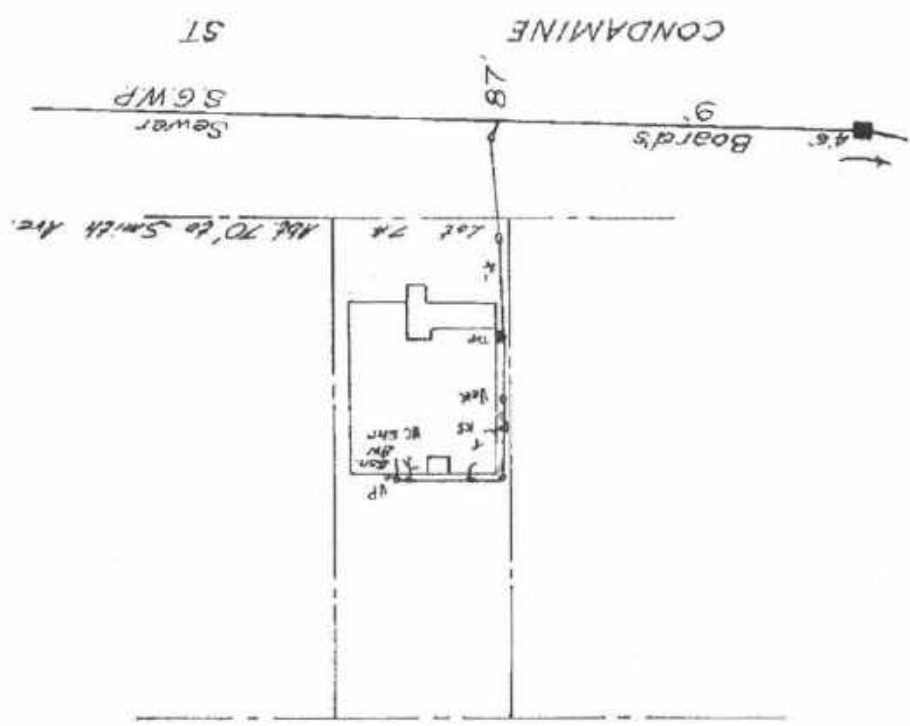
SEWER AVAILABLE

City of Manassas

SYMBOLS AND ABBREVIATIONS

- Day Trap
- Retlux Valve
- Cleaning Eye
- VERT. Vertical Pipe
- o V.P. Vent. Pipe
- o S.V.P. Soil Vent. Pipe
- D.C.C. Down Cast Cowl
- Day Sink
- ap
- Interceptor
- Induct Pipe
- M.F. Mica Flap
- Tubs
- K.S. Kitchen Sink
- W.C. Water Closet
- B.W. Bath Waste
- Proposed new drainage shown by full blue lines.
- Is the property of the Owner and is to be returned to him on completion of the work.
- Application, certificates for drainage and sanitary plumbing will be issued to the owner when the work is completed and passed and's Inspector.
- Accepts no responsibility for the accuracy of the diagram in relation to the exact position of the sewer.
- sewer becomes available it will be necessary to apply for a revised diagram.
- must be carried out in accordance with the Board's By-laws.

- Bsn. Basin
- Shr. Shower
- W.I.P. Wrought Iron Pipe
- C.I.P. Cast Iron Pipe
- F.W. Floor Waste
- W.M. Washing Machine

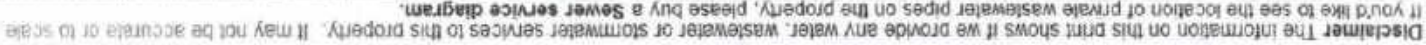


No. 5666

FOR ENGINEER-IN-CHIEF
19

DESIGNED BY		DATE	INSPECTOR
EXAMINED BY		DATE	INSPECTOR
CHIEF INSPECTOR		DATE	INSPECTOR
DESIGN		DATE	INSPECTOR
Boundary Trap is not required.		DATE	INSPECTOR
DRAINER		DATE	INSPECTOR
OUTFALL		DATE	INSPECTOR
CHECKED		DATE	INSPECTOR
1038 494		DATE	INSPECTOR
FIRST VISIT		PASSED	DATE
122/183			

in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not structures or all property boundaries. If you'd like to see these please buy a Service location print.



Northern Beaches Council Planning Certificate – Part 2

Applicant: Freshwater Conveyancing Services
PO Box 803
FRESHWATER NSW 2096

Reference: FRIES
10/01/2019
ePLC2010/3096

Certificate No.

Address of Property: 467 Condamine Street ALLAMBIE HEIGHTS NSW 2100
Description of Property: Lot 74 DP 12764

Planning Certificate – Part 2

The following certificate is issued under the provisions of Section 10.7(2) of the *Environmental Planning and Assessment Act 1979* (as amended – formerly Section 149). The information applicable to the land is accurate as at the above date.

1. Relevant planning instruments and Development Control Plans

1.1 The name of each environmental planning instrument that applies to the carrying out of development on the land:

1.1a) Local Environmental Plan
Warringah Local Environmental Plan 2011

1.1b) State Environmental Planning Policies and Regional Environmental Plans

State Environmental Planning Policy 1—Development Standards
State Environmental Planning Policy 19 – Bushland in Urban Areas
State Environmental Planning Policy 21 – Caravan Parks
State Environmental Planning Policy 30 – Intensive Agriculture
State Environmental Planning Policy 33 – Hazardous and Offensive Development
State Environmental Planning Policy 50 – Canal Estate Development
State Environmental Planning Policy 55 – Remediation of Land
State Environmental Planning Policy 62—Sustainable Aquaculture
State Environmental Planning Policy 64 – Advertising and Signage
State Environmental Planning Policy 65 – Design Quality of Residential Apartment Development
State Environmental Planning Policy No 70—Affordable Housing (Revised Schemes)
State Environmental Planning Policy (Affordable Rental Housing) 2009
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
 State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
 State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
 State Environmental Planning Policy (Infrastructure) 2007
 State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
 State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007
 State Environmental Planning Policy (State and Regional Development) 2011
 State Environmental Planning Policy (State Significant Precincts) 2005
 State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
 Sydney Regional Environmental Plan No 20-Hawkesbury-Nepan River (No 2-1997)
 State Environmental Planning Policy No 44-Koala Habitat Protection
 Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005
 Sydney Regional Environmental Plan No 9-Extractive Industry (No 2-1995)

1.2 Draft Environmental Planning Instruments

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 subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the Council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

1.2 a) Draft State Environmental Planning Policies

Review of State Environmental Planning Policy 44 – Koala Habitat Protection
 State Environmental Planning Policy No 64— Advertising and Signage (Amendment No 3)
 Draft State Environmental Planning Policy (Environment)
 Draft State Environmental Planning Policy (Primary Production and Rural Development)
 Draft Amendment to State Environmental Planning Policy (Affordable Rental Housing) 2009

1.2 b) Draft Local Environmental Plans

Planning Proposal - Ralston Avenue (Belrose) (PEX2013/0003)
 Applies to land: Lot 1 DP 1139826, Ralston Avenue, Belrose
 Outline: Amends WLEP 2000 and WLEP 2011 to:

- Rezone land on Ralston Avenue Belrose from Locality C8 - Belrose North to part R2 Low Density Residential, part RE1 Public Recreation and part E3 Environmental Conservation.
- Introduce subdivision lot size and height of building controls to land proposed to be zoned R2 Low Density Residential.

Council resolution: 25 November 2014

Gateway Determination: 28 January 2015

Planning Proposal - Dee Why Town Centre Planning Controls (PEX2018/0002)

Applies to land: Dee Why Town Centre (boundaries identified within the Planning Proposal)
 Outline: Amends WLEP 2011 to:

- Increase maximum permissible building heights
- Introduce floor space ratio controls
- Provide development standards in relation to car parking, building setbacks and building proportion
- Identify additional "Key Sites"

Implement a delivery mechanism for key infrastructure and public domain improvements
 Council resolution: 23 September 2014
 Gateway Determination: 1 April 2015 amended 22 September 2016

1.3 Development Control Plans

The name of each development control plan that applies to the carrying out of development on the land:

Warringham Development Control Plan 2011

2. Zoning and land use under relevant Local Environmental Plans

For each environmental planning instrument or proposed instrument referred to in Clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

2.1 Zoning and land use under relevant Local Environmental Plans

2.1 (a), (b), (c) & (d)

The following information identifies the purposes for which development may be carried out with or without development consent and the purposes for which the carrying out of development is prohibited, for all zones (however described) affecting the land to which the relevant Local Environmental Plan applies.

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone R2 Low Density Residential

1 Objectives of zone

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

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

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

4 Prohibited

Any development not specified in item 2 or 3

Additional permitted uses

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

Nil

(e) Minimum land dimensions

The Warringah Local Environmental Plan 2011 contains no development standard that fixes minimum land dimensions for the erection of a dwelling house on the land.

(f) Critical habitat

The land does not include or comprise critical habitat.

(g) Conservation areas

The land is not in a heritage conservation area.

(h) Item of environmental heritage

The land does not contain an item of environmental heritage.

2.2 Draft Local Environmental Plan - if any

For any proposed changes to zoning and land use, see Part 1.2 b)

Please contact Council's Strategic and Place Planning unit with enquiries on 1300 434 434.

2A. Zoning and land use under State Environmental Planning

Policy (Sydney Region Growth Centres) 2006

The State Environmental Planning Policy (Sydney Region Growth Centres) 2006 does not apply to the land.

3. Complying Development

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

a) Housing Code

Complying Development under the Housing Code may be carried out on all of the land.

b) Rural Housing Code

Complying Development under the Rural Housing Code may be carried out on all of the land.

c) Low Rise Medium Density Code

Complying Development under the Low Rise Medium Density Code may not be carried out on all the land.

Note: Pursuant to clause 3B.63 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, all land in Northern Beaches Council is a 'deferred area' meaning that the Low Rise Medium Density Code does not apply until 1 July 2019.

d) Greenfield Housing Code

Complying Development under the Greenfield Housing Code may not be carried out on all of the land.

e) Housing Alterations Code

Complying Development under the Housing Alterations Code may be carried out on all of the land.

f) General Development Code

Complying Development under the General Development Code may be carried out on all of the land.

g) Commercial and Industrial Alterations Code

Complying Development under the Commercial and Industrial Alterations Code may be carried out on all of the land.

h) Commercial and Industrial (New Buildings and Additions) Code

Complying Development under the Commercial and Industrial (New Buildings and Additions) Code may be carried out on all of the land.

i) Container Recycling Facilities Code

Complying Development under the Container Recycling Facilities Code may be carried out on all of the land.

j) Subdivisions Code

Complying Development under the Subdivisions Code may be carried out on all of the land.

k) Demolition Code

Complying Development under the Demolition Code may be carried out on all of the land.

l) Fire Safety Code

Complying Development under the Fire Safety Code may be carried out on all of the land.

4. 4A (Repealed)

4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

The owner of the land (or any previous owner) has not 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).

5. Mine Subsidence

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

6. Road widening and road realignment

- (a) The land is not affected by a road widening or re-alignment proposal under Division 2 of Part 3 of the *Roads Act 1993*.

- (b) The land is not affected by a road widening or re-alignment proposal under an environmental planning instrument.

- (c) The land is not affected by a road widening or re-alignment proposal under a resolution of Council.

7. Council and other public authority policies on hazard risk

restriction

- (a) Council has adopted a number of policies with regard to various hazards or risks which may restrict development on this land. The identified hazard or risk and the respective Council policies which affect the property, if any, are listed below (other than flooding – see 7A):

Acid Sulfate Soils-Class 5

This land is identified as Acid Sulfate Soils Class 5 on the Acid Sulfate Soils Map of the *Warringah Local Environmental Plan 2011* (WLEP 2011). Restrictions apply to the carrying out of works on this land under Clause 6.1 of the WLEP 2011.

- (b) The following information applies to any policy 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. The identified hazard or risk and the respective Policy which affect the property, if any, are listed below:

Nil

7A. Flood related development control information

- (1) Development on the 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 not subject to flood related development controls.

- (2) Development on the land or part of the land for any other purpose is not subject to flood related development controls.

8. Land reserved for acquisition

Environmental planning instrument referred to in Clause 1 does not make provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act.

9. Contribution plans

The following applies to the land:

9A. Biodiversity certified land

The land is not biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016* (includes land certified under Part 7AA of the repealed *Threatened Species Conservation Act 1995*).

10. Biodiversity Stewardship Sites

The Council has not been notified by the Chief Executive of the Office of Environment and Heritage that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* (includes land to which a biobanking agreement under Part 7A of the repealed *Threatened Species Conservation Act 1995* relates).

10A. Native vegetation clearing set asides

Council has not been notified by Local Land Services of the existence of a set aside area under section 602C of the *Local Land Services Act 2013*.

11. Bush fire prone land

Bush Fire Prone Land

The land is not bush fire prone land.

Draft Northern Beaches Bush Fire Prone Land Map 2018

The land is not bush fire prone land.

12. Property vegetation plans

The Council has not been notified that the land is land to which a vegetation plan under the *Native Vegetation Act 2003* applies.

13. Orders under Trees (Disputes Between Neighbours) Act 2006

Council has not been notified of the existence of an order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

14. Directions under Part 3A

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

15. Site compatibility certificates and conditions for seniors housing

(a) There is not a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land.

(b) No condition of consent applies to the property that limits the kind of people who may occupy the premises/ development. This refers only to consents granted after 11 October 2007 with

conditions made in accordance with clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability)* 2004.

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

There is not a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land.

17. Site compatibility certificate and conditions for affordable rental housing

(a) There is not a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land.

(b) There are not terms of a kind referred to in clause 17 (1) or 38 (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.

18. Paper subdivision information

There is no current paper subdivision, of which council is aware, in respect of this land according to Part 16C of the *Environmental Planning and Assessment Regulation 2000*.

19. Site verification certificates

There is no current site verification certificate, of which council is aware, in respect of the land according to Part 4AA of the *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries)* 2007.

20. Loose-fill asbestos insulation

The residential dwelling erected on this land has not been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

This clause applies to residential premises (within the meaning of Division 1A of part 8 of the Home Building Act 1989) that are listed in the register that is required to be maintained under that Division.

Contact NSW Fair Trading for more information.

21 Affected building notices and building product rectification

orders

- (1) There is not an affected building notice of which the council is aware that is in force in respect of the land.
- (2) There is not a building product rectification order of which the

council is aware that is in force in respect of the land and has not been fully complied with, and
 (3) There is not a notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

In this clause:

affected building notice has the same meaning as in Part 4 of the *Building Products (Safety) Act 2017*.
building product rectification order has the same meaning as in the *Building Products (Safety) Act 2017*.

Additional matters under the Contaminated Land Management Act 1997

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) the land to which the certificate relates is not significantly contaminated land within the meaning of that Act
- (b) the land to which the certificate relates is not subject to a management order within the meaning of that Act
- (c) the land to which the certificate relates is not the subject of an approved voluntary management proposal within the meaning of that Act
- (d) the land to which the certificate relates is not subject to an ongoing maintenance order within the meaning of that Act
- (e) the land to which the certificate relates is not the subject of a site audit statement

If contamination is identified above please contact the Environmental Protection Authority (EPA) for further information.



Ray Brownee PSM
 Chief Executive Officer
 10/01/2019

ANY ATTEMPT TO ALTER THIS CERTIFICATE COULD RESULT IN HEAVY FINES OR IMPRISONMENT (S.14 REAL PROPERTY ACT)

NEW SOUTH WALES REAL PROPERTY ACT, 1900 CERTIFICATE OF TITLE



BOX 1W
(AG404436)



TO HOLD TITLE REFERENCE		74/12764
SECTION	1	
DATE OF ISSUE	1/8/2011	
CERTIFICATE AUTHENTICATION CODE		
V22Q-FS-9RFG		



REGISTRAR GENERAL



I certify that the person described in the First Schedule is the registered proprietor of an estate in fee simple (or such other estate or interest as is set forth in that Schedule) in the land within described subject to such exceptions, encumbrances, interests and entries as appear in the Second Schedule and to any additional entries in the Folio of the Register.

LAND

LOT 74 IN DEPOSITED PLAN 12764
LOCAL GOVERNMENT AREA: WARRINGAH.
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM: DP12764

FIRST SCHEDULE

MILAN PRIES
IN 1/3 SHARE
MARIA CARBONI
IN 1/3 SHARE
MIRA DOUGHTY
IN 1/6 SHARE
RAFFAELE CARBONI
IN 1/6 SHARE
AS TENANTS IN COMMON

SECOND SCHEDULE

1. RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)

**** END OF CERTIFICATE ****

(TA AG404436)