

Contract for the sale of land – 2005 edition

| TERM | MEANING OF TERM | |
|---|--|---|
| Vendor's agent | SKYLINE REAL ESTATE 3-5/14 Frenchs Forest Road Frenchs Forest NSW 2086 | Phone 9452 3444 Fax 9452 4555 Ref Rod Cousins |
| Co-agent | | |
| Vendor | SUSANNA COMMYS 3/55 Dee Why Parade, Dee Why NSW 2099 | |
| Vendor's Solicitor | SHARON MOSS LEGAL PO Box 1142 Dee Why NSW 2099 | Phone 9981 1211 Fax 9981 1010 Ref Renee Hill |
| Completion date | 42 nd | day after the contract date (clause 15) |
| Land | 3/55 DEE WHY PARADE, DEE WHY | |
| (Address, plan details and title reference) | Registered Plan: Lot 3 Strata Plan 47629 Folio: 3/SP47629 | |

Improvements ☒ VACANT POSSESSION ☐ subject to existing tenancies
☐ HOUSE ☒ garage ☐ carport ☒ home unit ☐ carspace ☐ none
☐ other:
Attached copies ☒ Documents in the List of Documents as marked or as numbered: see page 2

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

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

Exclusions **Light fitting in dining room**

Purchaser

Purchaser's solicitor

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

Vendor

Witness

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

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

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

Vendor duty is payable ☐ NO ☐ yes in full ☐ yes to an extent
Deposit can be used to pay vendor duty ☐ NO ☐ yes
Land tax is adjustable ☒ NO ☐ yes
GST: Taxable supply ☒ NO ☐ yes in full ☐ yes to an extent
Margin scheme will be used in making the taxable supply ☒ NO ☐ yes

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

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

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

Strata Real Estate Services
Suite 6, Level 2, 122-126 Old Pittwater Road, Brookvale NSW 2100
Tel: 1300 997 905

List of Documents

General

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

Strata or community title (clause 23 of the contract)

- ☒ 24 property certificate for strata common property
- ☒ 25 plan creating strata common property
- ☐ 26 strata by-laws not set out in *legislation*
- ☐ 27 strata development contract or statement
- ☐ 28 strata management statement
- ☐ 29 leasehold strata - lease of lot and common property
- ☐ 30 property certificate for neighbourhood property
- ☐ 31 plan creating neighbourhood property
- ☐ 32 neighbourhood development contract
- ☐ 33 neighbourhood management statement
- ☐ 34 property certificate for precinct property
- ☐ 35 plan creating precinct property
- ☐ 36 precinct development contract
- ☐ 37 precinct management statement
- ☐ 38 property certificate for community property
- ☐ 39 plan creating community property
- ☐ 40 community development contract
- ☐ 41 community management statement
- ☒ 42 document disclosing a change of by-laws
- ☐ 43 document disclosing a change in a development or management contract or statement
- ☐ 44 document disclosing a change in boundaries
- ☐ 45 certificate under Management Act – section 109 (Strata Schemes) or section 26 (Community Land)

WARNINGS

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

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| AGL Gas Networks Limited Council County Council East Australian Pipeline Limited Education & Training Dept Electricity authority Environment & Conservation Dept Fair Trading | Government Business & Government Procurement Heritage Office Infrastructure Planning and Natural Resources Land & Housing Corporation Mine Subsidence Board Owner of adjoining land Primary Industries Department RailCorp | Public Works Dept Roads & Traffic Authority Rural Lands Protection Board Sustainable Energy Development Telecommunications authority 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 1987 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty on this contract. The sale will also usually be a vendor duty transaction. If duty is not paid on time, a party may incur penalties.
7. If the purchaser agrees to the release of deposit any rights in relation to the land (for example, the rights mentioned in clause 2.8) may be subject to the rights of other persons such as the vendor's mortgagee.
8. The purchaser should arrange insurance as appropriate.

DISPUTES

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

AUCTIONS

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

COOLING-OFF CERTIFICATE

I, _____
of _____

in the State of New South Wales, <Solicitor/Barrister><Licensed Conveyancer> certify as follows:-

- (a) I am a <Solicitor/Barrister><Licensed Conveyancer> currently admitted to practise in New South Wales.
- (b) 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 known as <property address> from <vendor name> as vendor to

as purchaser in order that there is no cooling-off period in relation to that contract.

- (c) I do not act for the vendor and 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.
- (d) I have explained to _____

the purchaser / an officer of the purchaser corporation or a person involved in the management of its affairs:

- (i) the effect of the contract for the purchase of that property;
- (ii) the nature of this certificate;
- (iii) the effect of giving this certificate to the vendor, that is, that there is no cooling-off period in relation to the contract.

Dated:

Signed: _____
<Solicitor/Barrister><Licensed Conveyancer>

WARNING SWIMMING POOLS

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

WARNING SMOKE ALARMS

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Payment of vendor duty out of the deposit

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's right to rescind

The vendor can *rescind* if -

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

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

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

9 Purchaser's default

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

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

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

9.2.1 for 12 months after the *termination*; or

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

9.3 sue the purchaser either -

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

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

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

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

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

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

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

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

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

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

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

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

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

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Completion date

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

16 Completion**• Vendor**

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

• Purchaser

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

• Place for completion

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

17 Possession

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

- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

21 Time limits in these provisions

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

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

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

24 Tenancies

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

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

**THESE ARE THE ANNEXED SPECIAL CONDITIONS, COMMENCING WITH
SPECIAL CONDITION 30, REFERRED TO IN THE WITHIN CONTRACT FOR
THE SALE OF LAND HEREINBEFORE SPECIFIED:-**

30. If there is any inconsistency between any clauses in the printed form and any typed clauses in the special conditions in this contract, the typed special conditions will prevail.
31. AMENDMENTS TO PRINTED CLAUSES:
- The form of contract is amended as follows:
- (a) Clause 2.9 is amended by adding the following additional words at the end:-
“... provided that the depositholder shall only be required to invest the deposit if the parties supply to the depositholder their tax file number/s.”
 - (b) Clause 7 is amended as follows:-
 - (i) by the deletion of provision 7.1.1; and
 - (ii) by replacing the figure “10%” with the figure “5%”.
 - (c) Clause 8.1 is amended by the deletion of the words “reasonable grounds”.
 - (d) Clause 10.1.8 and 10.1.9 are amended by the deletion of the word “substance” where it appears and substituting that word with the word “existence”.
 - (e) Clause 16.5 delete the words in the second line “plus another 20% of that fee”.
 - (f) Clause 16.8 is amended by the deletion of “settlement” where it appears and substituting with “bank” and the deletion of “\$10” where it appears and substituting with “\$5”.
 - (g) Clauses 16.12 and 16.13 are amended by the inclusion of the word “reasonable” before the word “additional”.
 - (h) Clause 17.3 is amended by the deletion of the words “...claim compensation (before or after completion) or...”.
 - (i) Clause 23.18.1 is amended by deletion of the words “must immediately” where it appears and substituting those words with the words “shall as soon as practicable”.
32. Notwithstanding the provisions of Clause 7 of this Agreement to the contrary or any rule of law or equity to the contrary, any claim for compensation made by the Purchaser under this Agreement shall be deemed to be an objection or requisition entitling the Vendor to rescind this Agreement (by notice in writing served on the Purchaser prior to completion) in which event the provisions of Clause 19 shall apply.
33. Without in any manner limiting or restricting any rights or remedies which would have been available to the Vendor or Purchaser at law or in equity had this condition not been included, should either the Vendor or the Purchaser, and if more than one then any one of them or all of them, prior to completion:-

- i) die or become mentally ill, then either party may rescind this contract by notice in writing to the defaulting party's solicitor and thereupon this contract shall be at an end and the provisions of Condition 19 hereof shall apply;
 - ii) be declared bankrupt or enter into any scheme or arrangement for the benefit of creditors or have any petition for the winding up of the defaulting party presented or enter into any scheme of arrangement with his creditors under the provisions of the Corporations Law or should any Liquidator, Receiver or Official manager be appointed in respect of the defaulting party, then the defaulting party shall be deemed to be in default of an essential condition hereof.
 - iii) For the purposes of this special condition a reference to:
 - (a) The defaulting party shall be construed to mean the party who is declared bankrupt or enters into a scheme of arrangement or has any petition for its winding up presented;
 - (b) The other party shall be construed to mean the party who is not a person who is subject to the matter referred to in sub-paragraph (a) herein above.
34. The Purchaser (and if more than one each of them) warrants to the Vendor that he was not introduced to the property by any agent other than the agent referred to herein (if any), nor was any other agent the effective cause of the sale herein provided for.
- The Purchaser hereby agrees to indemnify and keep indemnified the Vendor against any claim for commission by any agent (other than the agent referred to herein) arising out of any claim by such agent that such agent introduced the Purchaser to the property or was the effective cause of the sale herein provided for. This condition shall not merge on completion hereof.
- 35.1 The Purchaser acknowledges that the Purchaser, when entering into this Contract, relied exclusively on the following matters independently of any statements, inducements or representations made by or on behalf of the Vendor (including by any estate agent acting on behalf of the Vendor):-
- (a) the inspection of and investigations relating to the land made by or on behalf of the Purchaser;
 - (b) the warranties and representations expressly contained in the Contract;
 - (c) the skill and judgment of the Purchaser, its consultants and representatives;
 - (d) opinions or advice obtained by the Purchaser independently of the Vendor or of the Vendor's agents or employees.
- 35.2 The Purchaser acknowledges that no representations, inducements or warranties have been made by the Vendor or its agents or representatives relating to the present state or condition of the property, its suitability for the purposes of the Purchaser, the improvements erected on the property, any contamination relating to, caused by, or affecting the property or any proposed work to be done to the property. The Purchaser purchases the property and inclusions in their existing condition and state of repair and the Purchaser shall not call upon the Vendor to carry out any repairs whatsoever in relation to the property or inclusions sold.
- 35.3 If the property is a strata title lot, for the purposes of this clause property includes the common property and all lots in the strata scheme.

36. If either party is unable or unwilling to complete or has failed to complete on the completion date specified in this Agreement, then the other party shall be entitled at any time thereafter to serve a Notice to Complete upon the other party making the time for completion an essential term of the Agreement and a fourteen (14) day notice shall be regarded as reasonable and sufficient for that purpose.
- 37.1 If this contract is not completed on or before the completion date because of the Purchaser's default then, without prejudice to any other rights or remedies of the Vendor, the Purchaser must pay in cash to the Vendor on the eventual date of completion interest on the balance of the price.
- 37.2 Any such interest shall be calculated at the rate of 10% per annum from the completion date to the date on which the Purchaser completes this Contract, including only one of those dates, but in making this calculation there shall be omitted any part of that period during which completion has been delayed because of the Vendor's default.
- 37.3 If in the circumstances described in clause 37.1 above, a notice to complete is served on behalf of the Vendor then, without prejudice to any other rights or remedies of the Vendor, the Purchaser must pay to the Vendor's solicitors, on the eventual date of completion, the sum of \$275.00 inclusive of GST in respect of the Vendor's additional legal costs.
- 37.4 The parties agree that the calculation of interest and legal costs as above represents a genuine pre-estimate of the Vendor's damages by way of lost interest on the unpaid purchase money, the Vendor's continuing liability for rates, taxes and other outgoings and additional legal costs.
- 37.5 The parties agree that the stipulation for the payment of interest and legal costs in the above circumstances is an essential term of this contract and the Purchaser shall not be entitled to require the Vendor to complete this Contract unless all such amounts are paid on completion.
38. Notwithstanding anything to the contrary hereinbefore contained the Purchaser shall forthwith authorise the release to the Vendor of the deposit paid by the Purchaser herein such sum to be used by the Vendor in the payment of:
- a) deposit for the purchase by the Vendor of another property; or
 - b) in the payment of stamp duty on the purchase by the Vendor of another property.

The Vendor warrants that the said deposit will be only paid to an Agent's or Solicitor's Trust Account to be held in trust by such Agent or Solicitor as stakeholder pending the completion of the Vendor's purchase. The Vendor further warrants that he will notify the Purchaser's Solicitor of the name of the Agent or Solicitor to whom the deposit is paid.

39. For the purposes for printed clause 5 of this contract the vendor will be deemed to have complied with its obligations if it furnishes to the purchaser relies to requisitions contained in the printed form, a copy of which is attached to the contract.

40. **CONSUMER CREDIT CODE**

- 40.1 The purchaser warrants that:-
- (a) the purchaser does not require finance to purchase the property; or
 - (b) the purchaser has obtained approval for such finance as is required to purchase the property.

- 40.2 The purchaser acknowledges that as a result of making the disclosure under clause 46.1, the purchaser cannot terminate this Contract pursuant to the Consumer Credit Code.

41. 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.

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 3/SP47629

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|---------|------------|----------|
| 29/2/2012 | 1:48 PM | 3 | 7/6/1996 |

LAND

LOT 3 IN STRATA PLAN 47629
AT DEE WHY
LOCAL GOVERNMENT AREA WARRINGAH

FIRST SCHEDULE

SUSANNA COMMYG

(T 22(6183))

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP47629

NOTATIONS

NOTE: THE CERTIFICATE OF TITLE FOR THIS FOLIO OF THE REGISTER DOES NOT INCLUDE SECURITY FEATURES INCLUDED ON COMPUTERISED CERTIFICATES OF TITLE ISSUED FROM 4TH JANUARY, 2004. IT IS RECOMMENDED THAT STRINGENT PROCESSES ARE ADOPTED IN VERIFYING THE IDENTITY OF THE PERSON(S) CLAIMING A RIGHT TO DEAL WITH THE LAND COMPRISED IN THIS FOLIO.
UNREGISTERED DEALINGS: NIL.

*** END OF SEARCH ***

DENV-reception-120081commys

PRINTED ON 29/2/2012

Any entries preceded by an asterisk do not appear on the current edition of the certificate of title.
Warning: the information appearing under notations has not been formally recorded on the Register.
Hazlett Information Services hereby certifies that the information contained in this document has been provided electronically by the Registrar-General in accordance with Section 96(1)(2) of the Real Property Act 1900.
Level 4, 122 Castlereagh Street, Sydney 2000 - DN 1078 SYDNEY
PHONE: (02) 9264 5311 FAX: (02) 9264 7752
www.hazlett.com.au



LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP47629

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|---------|------------|-----------|
| 29/2/2012 | 3:59 PM | 3 | 16/7/2010 |

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 47629
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT DEE WHY
LOCAL GOVERNMENT AREA WARRINGAH
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP47629

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 47629
ADDRESS FOR SERVICE OF NOTICES:
C/- BCS STRATA MANAGEMENT
LOCKED BAG 22
HAYMARKET 1238

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO BY-LAWS SET OUT IN SCHEDULE 1 STRATA
SCHEMES MANAGEMENT ACT 1996
- 3 A289679 COVENANT AFFECTING LOT 5A IN DP370111
- 4 A446710 COVENANT AFFECTING LOT 4 SECTION 6 DP6953
- 5 SP47629 EASEMENT TO DRAIN WATER 0.6 WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 2158018 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 47629

| LOT | ENT | LOT | ENT | LOT | ENT | LOT | ENT |
|-----|-------|-----|-------|-----|-------|-----|-------|
| 1 | - 260 | 2 | - 230 | 3 | - 230 | 4 | - 280 |

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

DENV-RENEE-120081

PRINTED ON 29/2/2012


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



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

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 AND
SEC. 7(3) OF THE SIZATA TITLES ACT 1973, IT IS INTENDED
TO CREATE:- TO DRINK WATER
1. EASEMENT ~~FOR DRAINAGE~~
0.6 WIDE

Judith L. Sylla
SECRETARY


DIRECTOR

| | | | | | | | | | | | | | | | | | | | |
|-------------------|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 | 160 | 170 | 180 | 190 | 200 |
| Table of contents | | | | | | | | | | | | | | | | | | | |

DEE 8605

WHY 2134

PARADE

AVON RD.

D.P. 8953

4

SA

50.29

370111

**TWO & THREE
STOREY
BRICK
RESIDENTIAL
BUILDING**

**CATECHAM
COURT**

D.P. 870111

50.29

14.05

21.34

**TO DRAIN WATER
FOR EASEMENT
0.8 WIDE**

**EASEMENT TO DRAIN WATER
0.61 WIDE (K 204689)
PROPOSED TO BE CANCELLED
UNLESS CANCELLED BY USUARY**

STRATA PLAN 47629

NOTES:-

1. C.P. DENOTES COMMON PROPERTY
2. B. DENOTES BALCONY
3. P. DENOTES PORCH
4. C.Y. DENOTES COURTYARD
5. ● DENOTES PROLONGATION OF NORTH FACE OF WALL
6. ○ DENOTES PROLONGATION OF SOUTH FACE OF WALL
7. ○ DENOTES PROLONGATION OF EAST FACE OF WALL

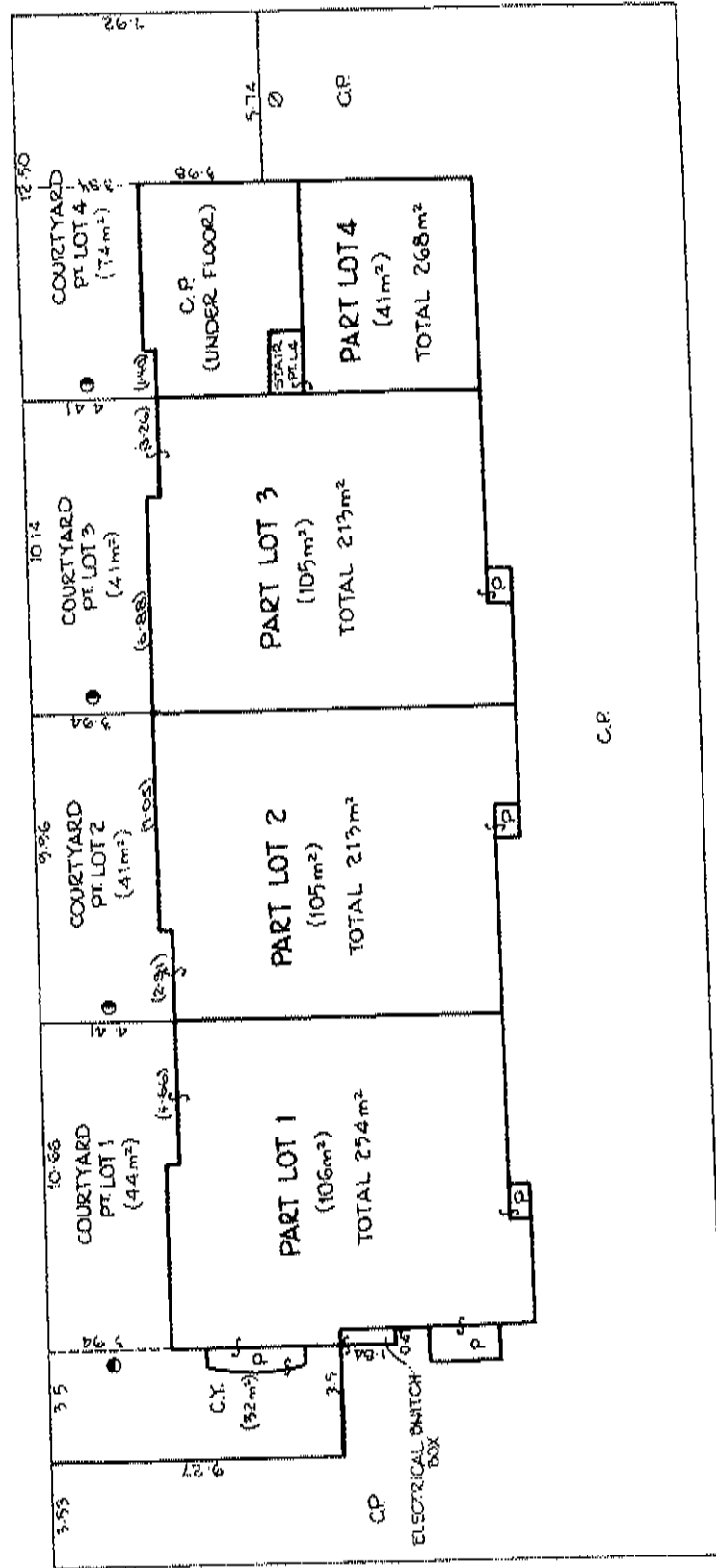
| SCHEDULE OF UNIT ENTITLEMENT | |
|------------------------------|------------------|
| LOT | UNIT ENTITLEMENT |
| 1 | 260 |
| 2 | 230 |
| 3 | 230 |
| 4 | 280 |
| AGGREGATE 1000 | |

AREAS INCLUDE PORCHES, BALCONIES, GARAGE & COURTYARD WHERE APPLICABLE.

PORCHES & BALCONIES ARE RESTRICTED IN HEIGHT TO 2.4m ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.

COURTYARDS EXTEND FROM THE UPPER SURFACE OF THE CONCRETE GROUND FLOOR OF THE RESPECTIVE UNITS UPWARDS TO A HEIGHT OF 10m AND DOWNWARDS TO A DEPTH OF 3m.

Z



GROUND FLOOR PLAN

Reduction Ratio 1:150

Lengths are in metres

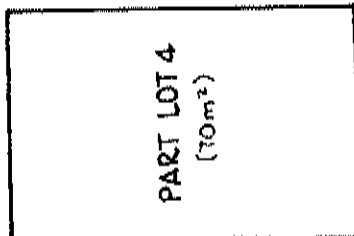
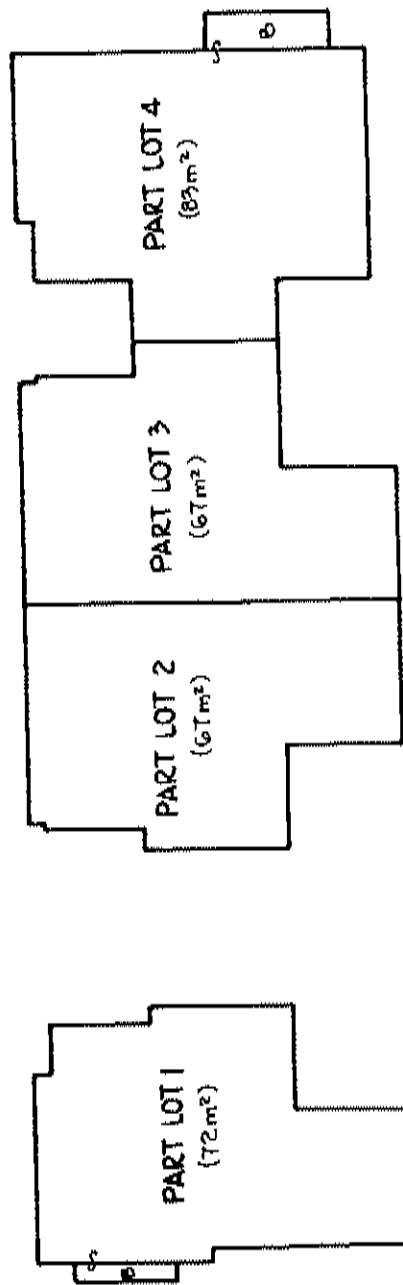
Alfred
Council Clerk

SURVEYOR'S REFERENCE 9445

STRATA PLAN 47629

NOTES:-

1. B. DENOTES BALCONY
2. AREAS INCLUDE PORCHES, BALCONIES, GARAGE & COURTYARD WHERE APPLICABLE
3. PORCHES & BALCONIES ARE RESTRICTED IN HEIGHT TO 2.4m ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.

SECOND FLOORFIRST FLOOR

Lengths are in metres

Reduction Ratio 1:150

Council Clerk

SURVEYOR'S REFERENCE: 9445

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, AND RESTRICTIONS
AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT 1919 AND SECTION 7(3) OF THE STRATA TITLES
ACT 1973.

Lengths are metres

(Sheet 1 of 1)

Plan: **SP 47629**

PART 1

Strata Subdivision of the whole
of Lots 4 Sec 6 in DP 6953 and
Lot 5A in DP 370111 covered by
Council Clerk's Certificate
No. of 1994.

Full name and address
of Proprietor of the land:

Sevulu Pty Limited
Level 10
189 Kent Street,
SYDNEY 2000

1. Identity of Easement, firstly
referred to in above mentioned plan:

Easement to Drain Water 0.6m
Wide.

SCHEDULE OF LOTS AFFECTED

Lots Burdened.

Lots Benefited.

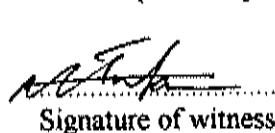
The Common Property

The Proprietors of Strata Plan
No. 886

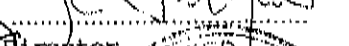
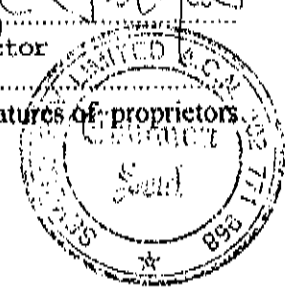
PART 2

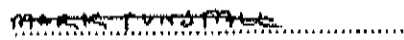
The only person having the right to release vary or modify the above mentioned
easement is the Proprietors of Strata Plan No 886.



The Common Seal of SEVULU PTY LIMITED
Signed in my presence by was hereunto Affixed by
the registered proprietors Order of the Board in
who are personally known to me. the presence of:


Signature of witness

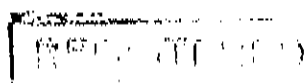

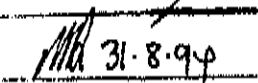

Secretary


Director

Signatures of proprietors


Name of Witness (block letters)


Address and occupation of witness



Council General Manager

Endorsement
Certificate

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

A289679P

SEE SIMPLE.



a Name, residence, occupation, or other designation, in full, of transferor.

I, WILLIAM ERAMWELL BOOTH of London in England,
General of the Salvation Army

A289679

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

being registered as the proprietor of an Estate in *fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon, in consideration of Fifty two pounds ten shillings (£52. 10. 0)

All subsisting encumbrances must be noted hereon. (See page 2.)

c If the consideration be not pecuniary, state its nature concisely.

e Name, residence, occupation, or other designation, in full, of transferee.

paid to me by^a FREDERICK MACMILLAN of Milson's Point, Plumber

If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband.

the receipt whereof I hereby acknowledge,

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

do hereby transfer to the said^d Frederick Macmillan

g Area in acres, rods, or perches.

ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing^g

h Parish or town and county.

situate in^h the Shire of Warringah, Parish of Manly Cove, County of Cumberland

i "The whole" or "part," as the case may be.

beingⁱ part of the land comprised in^j Certificate of Title

j "Crown grant," or "Certificate of Title."

k Strike out if not appropriate.

dated 19th August, 1912, registered volume No.2283 folio 201

These references will suffice, if the whole land in the grant or certificate be transferred. But if a part only (unless a plan has been deposited, in which case a reference to the No. of abatement and No. of plan will be sufficient), a plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix:—
"as delineated in the plan hereon (see annexed hereto)" or "described as follows."
Any annexure must be signed by the parties and their signatures witnessed. Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

~~And also in the piece of land as follows:—~~ and being Lot 5 of Section 6 on Deposited Plan Number 6953

And the said Frederick Macmillan for himself his heirs executors administrators transferees and assigns and so as to bind not only himself but the registered proprietors for the time being of the land hereby transferred doth hereby covenant with the said William Eramwell Booth his heirs executors and administrators (that he will not sell or permit to be sold or connive at or be a party to the sale of any wines beers ales spirits or any other intoxicating liquor of any kind whatsoever on the said Lot or any part of the land comprised in the said Deposited Plan No. 6953 And further that he will not carry on or permit to be carried on upon the said Lot or any part of the land comprised in the said Deposited Plan any noxious noisome or offensive trade occupation or business.)

[Rule up all blanks before signing.]

Any provision in addition to, or modification of, the covenants implied by the Act, may also be inserted.

The form when filled in should be ruled up so that no additions are possible. No alteration should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.
[Page, 9d.]

p See note 'c', page 1.
A very short note of
the particulars will
suffice.

[Rule up all blanks before signing.]

n If this instrument be
signed or acknowledged
before the Registrar-
General or Deputy
Registrar-General, or
a Notary Public, a
J.P., or Commissioner
for Affidavits, to whom
the Transferee is
known, no further
authentication is
required. Otherwise
the ATTESTING WITNESSES
must appear before
one of the above
functionaries to make
a declaration in the
annexed form.

This applies only to
instruments signed
within the State.
If the parties be
resident without the
State, but in any
British Possession, the
instrument must be
signed or acknowledged
before the Registrar-
General or Registrar of
Titles of such
Possession, or before
any Judge, Notary
Public, Governor,
Government Resident,
or Chief Secretary of
such Possession. If
resident in the
United Kingdom, then
before the Mayor or
Chief Officer of any
Corporation, or a
Notary Public. And if
resident at any foreign
place, then before the
British Consular
Officer at such place.
If the Transferrer or
Transferee signs by a
mark, the attestation
must state "that the
instrument was read
over and explained
to him, and that he
appeared fully to un-
derstand the same."

n Repeat attestation for
additional parties if
required.

31312

In witness whereof, I have hereunto subscribed my name, at Wellbourne
the eight day of October the seventeenth in the year
of our Lord one thousand nine hundred and sixteen.

Signed in my presence by the said
WILLIAM BRAMWELL BOOTH by his
Attorney JAMES HAY

WHO IS PERSONALLY KNOWN TO ME

Signed

W. Bramwell Booth
James Hay
Transferor

* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited,
accompanied by the usual declaration that no notice of revocation has been received.

hereto an ordinary
attention is sufficient.
Unless the instrument
contains some special
covenant by the Trans-
ferree, his signature
will be dispensed with
in cases where it is
established that it
cannot be procured
without difficulty.
It is, however, always
desirable to afford a
clue for detecting
forgery or perjury,
and for this reason
it is essential that the
signature should, if
possible, be obtained.

Signed in my presence by the said

FREDERICK MACMILLAN.....

WHO IS PERSONALLY KNOWN TO ME

Robt. A. Foster
Clerk to Robert Macmillan
Robert Macmillan

Frank Macmillan

Transferee.

(*The above may be signed by the Solicitor, when the
signature of Transferee cannot be procured. See
note "a" in margin.)

N.B.—Section 117 requires that the above Certificate be
signed by Transferee or his Solicitor, and renders
liable any person falsely or negligently certifying to
a penalty of £30; also, to damages recoverable by
parties injured.

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me, at _____, the
day of _____, one thousand nine hundred and

the attesting witness to this instrument, and declared that he personally knew
the person signing the same, and whose signature thereto he has attested; and that the
name purporting to be such signature of the said

is his own handwriting, and that he was of
sound mind, and freely and voluntarily signed the same.

- a May be made before
either Registrar-
General, Deputy
Registrar-General, a
Notary Public, J.P.,
or Commissioner for
Affidavits.
Not required if the
instrument itself be
made or acknowledged
before one of these
parties.
c Name of witness and
residence.
d Name of Transferee.
e Name of Transferee.

- a Registrar-General,
Deputy, Notary Public,
J.P., or Commissioner
for Affidavits.
at 3121

*Notes pers being Lot 5 of Sec. 6
No. 6953 at Deed Why
Shire of Warrungah
Pth of Manly Cove
Subject to Covenants*

Lodged by

(Name) Robson & Conliskaw, Solicitor

(Address) 164 Pitt Street, SYDNEY.

A 289679

W B Booth

Transferor.

Frederick Macmillan

Transferee.

Particulars entered in the Register Book, Vol. 2283

Folio 201

the 2nd day of February, 1917,
at minutes 10 o'clock
in the fore noon.

W. K. Kelland
Registrar General.

A 232390212-48

| | DATE. | INITIALS |
|------------------------|------------|----------|
| SENT TO SURVEY BRANCH | 16-1-17 | MB |
| RECEIVED FROM RECORDS | | |
| DRAFT WRITTEN | 16-1-17 | MB |
| DRAFT EXAMINED | 16-1-17 | MB |
| DIAGRAM COMPLETE | 29-1-17 | MB |
| DIAGRAM EXAMINED | 30-1-17 | MB |
| DRAFT FORWARDED | | |
| RETD. TO RECORDS | | |
| REQUISITION | | |
| REGISTR. | | |
| RETURNED FROM RECORDS | | |
| CERTIFICATE ENGROSSED | | |
| SUP. OF ENGROSSERS | 5 FEB 1917 | MB |
| DEP. REGISTRAR GENERAL | 6 FEB 1917 | MB |
| VOL. 2733 | FOL. 98 | |

FILE FOR DELIVERY

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:-
No Transfer can be registered until the fees are paid.
If a part only of the land be transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but in any case, if it be intended to make several transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the whole to be issued.
Tenants in common must receive separate Certificates. 20s. will be required for each additional Certificate.
This form for transfer is to be used, and 20s. for every new Certificate, whether issued to a Transferee or required for the residue. By the Amendment Act of 1910, the purchaser is not compelled to take out a new Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer entered thereon, at a cost of 10s. only.
The Transfer is complete from the moment it is registered.
Certificates will only be delivered on personal application of Purchasers or their solicitors, or upon an order attested before a Magistrate.

Transfer

Endorsement

Certificate

WHS Stamp

- a Name, residence, occupation, or other designation, in full, of transferor.

446710

I, WILLIAM BRAMWELL BOOTH of London England

General of the Salvation Army

(REAL PROPERTY ACT, 1900.)

A446710B

A446710



- b If a lease estate, strike out "in fee simple," and interline the required alteration.
- c All subsisting encumbrances must be noted hereon. (See page 2.)
- d If the consideration be not pecuniary, state its nature concisely.

Being registered as the proprietor of an Estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon, in consideration of Three hundred and fifty two pounds ten shillings — (£352.10.)

- e Name, residence, occupation, or other designation, in full, of transferee.

If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband.

paid to me by MARY MARGARET GRIFFITH wife of Arthur Griffith of Rose Bay near Sydney Merchant

The receipt whereof I hereby acknowledge,

- f If to two or more, state whether as joint tenants or tenants in common.

do hereby transfer to the said MARY MARGARET GRIFFITH

- g Area in acres, rods, or perches.

ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing

- h Parish or town and county.

situate in the Shire of Warringah Parish of Manly Cove and County of Cumberland

- i "The whole" or "part," as the case may be.

- j "Crown grant," or "Certificate of Title."

being part of the land comprised in Certificate of Title

- k Strike out if not appropriate.

These references will suffice, if the whole land in the grant or certificate be transferred.

But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description of plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix:—
"as delineated in the plan hereon (or annexed hereto)" or "described as follows," etc.

Any Annexure must be signed by the parties and their signatories witnessed. Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

dated 19th August 1912 registered volume No. 2283 folio 201 ✓
and being the whole of Lots 13, 14, 15 and 16 Section 9 and Lot 4
~~and also in the piece of land as follows~~ Section 6 on Deposited Plan No. 6983

[Rule up all blanks before signing:]

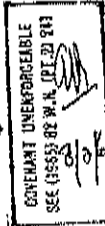
- Any provision in addition to, or modification of, the covenants implied by the Act, may also be inserted.

The form when filled in should be ruled up so that no additions are possible. No alteration should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

(Price, 6d.)

ml

p See note "c," page 1
A very short note of
the particulars will
suffice.



AND the said Mary Margaret Griffith for herself her heirs
executors administrators transferees and assigns and so
as to bind not only herself but the registered proprietors
for the time being of the land hereby transferred doth
hereby COVENANT with the said William Bramwell Booth his
heirs executors and administrators that she will not sell a
permit to be sold or connive at or be a party to the sale
of any wines beers ales spirits or any other intoxicating
liquor of any kind whatsoever on the land sold or any part
of the land comprised in the said Deposited Plan No. 6953
AND FURTHER that she will not carry on or permit to be carried
on upon the land sold or any part of the land comprised in
the said Deposited Plan any noxious noisome or offensive
occupation or business.

[Rule up all blanks before signing.]

n If this instrument be
signed or acknowledged
before the Registrar-
General or Deputy
Registrar-General, or
a Notary Public, a
J.P., or Commissioner
for Affidavits, to whom
the Transferrer is
known, no further
authentication is
required. Otherwise
the attesting witnesses
must appear before
one of the above
functionaries to make
a declaration in the
annexed form.

This applies only to
instruments signed
within the State.
If the parties be
resident without the
State, but in any
British Possession, the
instrument must be
signed or acknowledged
before the Registrar-
General or Recorder of
Titles of such
Possession, or before
any Judge, Notary
Public, Governor,
Government Resident,
or Chief Secretary of
such Possession. If
resident in the
United Kingdom, then
before the Mayor or
Chief Officer of any
Corporation, or a
Notary Public. And if
resident at any foreign
place, then before the
British Consular
Officer at such place.
If the Transferrer or
Transferee signs by a
mark, the attestation
must state "that the
instrument was read
to him and explained
to him, and that he
appeared fully to un-
derstand the same."

In witness whereof, I have hereunto subscribed my name, at Buckingham
the Eighteenth day of November in the year
of our Lord one thousand nine hundred and eighteen.

Signed in my presence by the said

William Bramwell Booth
John Henry James
WHO IS PERSONALLY KNOWN TO ME
William Bramwell Booth
Transferrer.

Signed

John Henry James
Buckingham

n Repeat attestation for
additional parties if
required.

* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited,
accompanied by the usual declaration that no notice of revocation has been received.

For the signature of the Transferor hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferor, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or perjury, and for this reason it is essential that the signature should, if possible, be obtained.

Signed in my presence by the said

MARY MARGARET GRIFFITH

WHO IS PERSONALLY KNOWN TO ME

J. P. [Signature]
Thompson

M. M. Griffith
M. M. Griffith
Transferree.

(*The above may be signed by the Solicitor, when the signature of Transferree cannot be procured. See note "a" in margin.)

N.B. Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

JAMES HAY of 69 Bourke Street Melbourne in the State of Victoria, Commissioner of the Salvation Army *do hereby solemnly & sincerely declare*

1. I am the Attorney of William Bramwell Booth of London in England acting under Power of Attorney bearing date the Fourth day of September One thousand nine hundred and twelve for use in the State of New South Wales a copy whereof has been filed in the Land Titles Office at Sydney and numbered 8540.
2. At the time of executing a certain Memorandum of Transfer bearing even date herewith of a piece of land being Lots 13, 14, and 15 ~~and~~ Section 6 of Lot 4 Section 6 on Deposited Plan 6953 I had not received any notice of the revocation of the said Power of Attorney and the same is now in full force and virtue.
3. The said William Bramwell Booth is now to the best of my knowledge information and belief the occupant under the Constitution and the amended Constitution of the Salvation Army of the position of General of the Salvation Army and I have at the time of making this my Declaration received any notification that the said William Bramwell Booth has vacated or been deposed from the said office.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act, 1900.

Subscribed and declared at *Melbourne*
this *fifteenth* day of *November*
One thousand nine hundred and eighteen

Before me

A. J. [Signature]
Justice of the Peace
Melbourne

[Signature]

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me, at _____, the
day of _____, one thousand nine hundred and _____

the attesting witness to this instrument, and declared that he personally knew
the person signing the same, and whose signature thereto he has attested; and that the
name purporting to be such signature of the said

is his own handwriting, and that he was of

sound mind, and freely and voluntarily signed the same.

- 1 May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits.
- Not required if the instrument itself be made or acknowledged before one of these parties.
- 2 Name of witness and residence.
- 3 Name of Transferor.
- 4 Name of Transferor.

5 Registrar-General, Deputy, Notary Public, J.P., or Commissioner

26 papers hat. 4 dec 6.
 3rd 25 1/4 pers. Lots 13 to 16
 inclusive Dec 9. St. 6953
 at Deewhydee
 share of Warrungah
 ph. mainly bone & lumberland.
 (Subject to comment)

Lodged by

(Name) S. M. STEPHENS
 Solicitor,
 2, Castlereagh Street,
 (Address) SYDNEY

W. B. Booth.

Transferor.

Mary Margaret Griffiths transferee.

A 446710

Particulars entered in the Register Book, Vol. 2283

Folio 201

CHECK SLIP.

the 20th day of March, 1919,
 at minutes 3 o'clock
 in the afternoon.

Reliance

Registrar General

20 MAR 1919

SENT TO SURVEY BRANCH
 RECEIVED FROM RECORDS
 DRAFT WRITTEN
 DRAFT EXAMINED
 DIAGRAM COMPLETE
 DIAGRAM EXAMINED
 DRAFT FORWARDED
 RETD. TO RECORDS (REQUEST)
 RETURNED FROM RECORDS
 CERTIFICATE ENDROSSED
 SUPT. OF ENGROSSERS
 DEP. REGISTRAR GENERAL

14.3.19

17.3.19

19.3.19

20.3.19

21.3.19

22.3.19

23.3.19

24.3.19

25.3.19

26.3.19

27.3.19

28.3.19

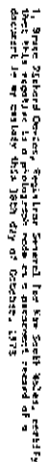
29.3.19

VOL 2924 FOL 20

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:-
 No Transfer can be registered until the fees are paid.
 If a part only of the land is transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional fee, but to save this expense, if it is intended to make several transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subdividing residue.
 Tenants in common must execute separate Certificates. One will be required for each additional Certificate.
 The new Certificates are 10s. and 20s. for every new Certificate, whether issued to a Transferee or required for the residue. By the Amendment Act of 1913, the purchaser is not compelled to take out a new Certificate if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.
 The Transfer must be complete from the moment it is recorded.
 Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

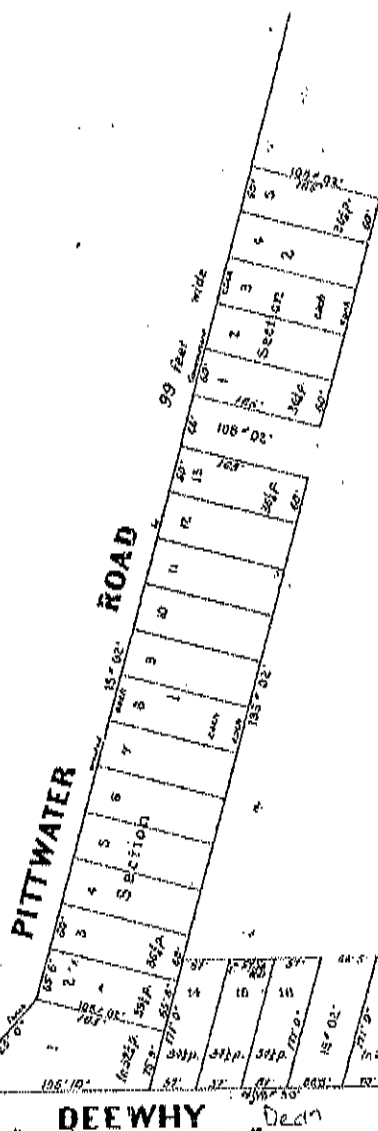
Georg Buchner
Hahnle Rueter

(Table margins to be kept free from notation.)

[illegible]

[illegible]

0 P-6953
SUBJECT 2



CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

| FEET | INCHES | METHOD |
|------|--------|--------|
| 5 | 3 5/8 | 1.000 |
| 6 | | 1.00 |
| 6 | 1 1/4 | 2.015 |
| 12 | | 3.00 |
| 18 | 9 | 6.0 |
| 33 | | 10.00 |
| 40 | 11 | 12.47 |
| 47 | | 17.375 |
| 50 | | 18.75 |
| 60 | 6 | 17.000 |
| 60 | | 20.120 |
| 68 | 8 | 20.000 |
| 70 | | 21.385 |
| 75 | 9 | 25.00 |
| 120 | 3 1/2 | 35.00 |
| 125 | | 35.00 |
| 130 | 2 | 36.0 |
| 140 | | 44.8 |
| 160 | | 70.25 |
| 174 | | 84.12 |
| 190 | 10 | 97.60 |
| 210 | 8 | 97.00 |

| AC | RD | P | SD | M |
|----|----|-----|------|---|
| 1 | 34 | 1/2 | 572 | 1 |
| 1 | 34 | 1/4 | 914 | 1 |
| 1 | 37 | 1/2 | 1072 | 1 |
| 1 | 2 | 1/2 | 1579 | 1 |
| 1 | 6 | | 1768 | 1 |
| 1 | 13 | 1/2 | 1353 | 1 |
| 1 | 32 | 1/4 | 1827 | 1 |

DEE WHY Dean PARADE A-MINZ 60 feet wide

SCALE

Animals taken from H.P.A. April 1912
Assisted Magnetic Variation 2°30' East
Survey completed November 1912.

Sheet 2

ALLOTTMENTS AND/OR ADDITIONS NOTED ON
IN THE REGISTRAR GENERAL'S OFFICE

I, Bruce Richard Davies, Under Secretary for Lands and Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this day.

14th July, 1901

97-15CB



CHANGE OF BY-LA

Strata Titles Act 1973
Real Property Act 1900



2158018 U

(A) COMMON PROPERTY
REFERENCE TO TITLE

XX17820 CP/SP47629

(B) LODGED BY

| | | |
|------------|---|----|
| L.T.O. Box | Name, Address or DX and Telephone | CB |
| | R. HAZLETT & Co. E.L.C. 111 REFERENCE (max. 35 characters): R11 SP47629 | |

(C) THE PROPRIETORS of STRATA PLAN 47629 certify that pursuant to a resolution passed on 28 February 1996 and in accordance with the provisions of section 58(7) of the Strata Titles Act 1973 / Order No. of the Supreme Court of New South Wales / Order No. of the Strata Titles Board, the by-laws are changed as follows:

(D) REPEALED BY-LAW No.
~~DISCONTINUED~~ / ADDED BY-LAW No. ~~XX~~ 30 as fully set out below.

30. The proprietor from time to time of Lot 4 in the Strata Plan shall have the right to special privileges as set out below in respect of the area designated on the plan attached hereto and subject to the conditions hereinafter appearing:-

- (i) the right shall be to store wine (personally belonging to the proprietor from time to time of Lot 4) in the designated area on the void side of the wall adjoining the garage to Lot 4;
- (ii) for the purpose of gaining access to such area the proprietor for the time being of Lot 4 shall provide at his expense and in a proper and workmanlike manner a doorway to the rear wall of the garage to Lot 4;
- (iii) prior to the commencement of any such work the proprietor for the time being of Lot 4 shall obtain at his own expense all such approvals from necessary authorities as may be required and shall produce evidence of same when required by the Body Corporate;
- (iv) the proprietor from time to time of Lot 4 shall not undertake any excavation in the said area otherwise than the minimum required to level the area for the purpose of laying paving stones, shall carry out no other alteration than the erection of racks suitable for storing wine and shall be responsible for keeping the said area properly repaired and maintained;
- (v) the proprietor from time to time of Lot 4 shall not do anything in the said area to prejudice the insurances of the Body Corporate or interfere with the remainder of the common property adjacent to the said area and in storing wine in the said area shall

(E) The Common Seal of The Proprietors - Strata Plan No. 47629
was affixed on 21st MARCH 1996 in the presence of

John Brown
Signature of Witness
JOHN BROWN
Name of Witness - BLOCK LETTERS
GARY SMITH
Signature of Witness
GARY SMITH
Name of Witness - BLOCK LETTERS

being the person authorised by section 55 of the Strata Titles Act 1973 to attest the affixing of the seal.



(continued over)
(see Annexure hereto marked "A")

INSTRUCTIONS FOR FILLING OUT THIS FORM ARE GIVEN ON THE BACK

CHECKED BY (Office use only)

[Signature]

(F)

COUNCIL'S CERTIFICATE (s. 66(5))

I certify that the Council of has approved the change of by-laws set out herein.

DATE

APPLICATION No.

Authorised Officer

INSTRUCTIONS FOR COMPLETION

1. This form must be completed clearly and legibly in permanent, dense, black or dark blue non-copying ink. If using a dot-matrix printer the print must be letter-quality.
2. Do not use an eraser or correction fluid to make alterations: rule through rejected material. Initial each alteration in the left-hand margin.
3. If the space provided at any point is insufficient you may annex additional pages. These must be the same size as the form; paper quality, colour, etc, should conform to the requirements set out in Land Titles Office Information Bulletin No. 19. The first and last pages must be signed by the person witnessing the affixing of the seal of the body corporate.
4. The following instructions relate to the marginal letters on the form.

(A) COMMON PROPERTY REFERENCE TO TITLE

Show the Reference to Title of the common property, for example "CP/SP12345" or "Volume 12345 Folio 111".

(B) LODGED BY

This section is to be completed by the person or firm lodging the dealing at the Land Titles Office.

(C) STRATA PLAN

Show the number of the Strata Plan, the date on which the resolution was passed, the relevant section of the Strata Titles Act 1973 and if appropriate the Supreme Court Order number. The following may be used as a guide:

A change of by-laws pursuant to section 58 (2) of the Act is one which does not create rights of exclusive use and enjoyment of, or special privileges in respect of, common property.

A change of by-laws pursuant to section 58 (11) of the Act is one which changes the terms of an order of a Strata Titles Board having the effect of a by-law and must accordingly be made pursuant to a unanimous resolution.

A change of by-laws pursuant to clause 15 of Schedule 4 of the Act is one which confirms rights of exclusive use and enjoyment of, or special privileges in respect of, common property where such rights were in existence (either pursuant to a resolution of the body corporate or a former by-law) prior to 1st July, 1974. The new by-law must indicate how it may be amended, added to or repealed.

Where the initial period has expired, a change of by-laws pursuant to section 58 (7) of the Strata Titles Act 1973 allows a body corporate, with the consent in writing of a proprietor and pursuant to a unanimous resolution, to make a by-law conferring on that proprietor the exclusive use and enjoyment of, or special privileges in respect to, common property, or by special resolution to make a by-law amending, adding to or repealing any by-law previously made under the subsection.

Where the initial period has not expired, a change of by-laws pursuant to section 58 (7) of the Strata Titles Act 1973 must be authorised by the Supreme Court of New South Wales or the Strata Titles Board: see section 66 (1). The Supreme Court or Strata Titles Board Order number must be shown at note (C).

A by-law made pursuant to sections 66(3) and 58(7) of the Strata Titles Act 1973, before the initial period has expired, confers a right to park a vehicle on part of the common property. This section only allows the addition of a by-law and the Council's Certificate must be completed.

The Registrar General does not require the lodgment of a plan for the purpose of the allocation of rights of exclusive enjoyment of, or special privileges in respect of, common property unless it is referred to as an annexure in the by-law, in which case the plan must comply with the appropriate Real Property Act Regulations.

(D) REPEALED/INSERTED/ADDED BY-LAW NUMBER

By-laws additional to those already operating should be numbered consecutively commencing with the number next after the number allotted to the last by-law. Amendment of a by-law is effected by fully repealing the existing by-law and substituting the new by-law in the terms required.

(E) EXECUTION

The common seal of the body corporate must be affixed in the presence of the person(s) authorised by section 55 of the Strata Titles Act 1973 to attest the affixing of the seal. Show the number of the Strata Plan and the date on which the common seal was affixed. The appropriate section should be completed by the attesting witness.

(F) COUNCIL'S CERTIFICATE

The Certificate must be completed when a by-law is made pursuant to sections 66(3) or 58(7) before the initial period has expired.

The completed dealing must be lodged by hand at the Land Titles Office, Queen's Square, Sydney (adjacent to the Hyde Park Barracks) and must be accompanied by the relevant Certificate of Title for the Common Property.

If you have any questions about filling out this form, please call (02) 228-6666 and ask for Customer Services Branch.

"A"

THIS IS THE ANNEXURE MARKED "A" REFERRED TO IN THE CHANGE OF BY-LAWS BY THE PROPRIETORS STRATA PLAN 47629 PASSED ON 28 FEBRUARY 1996

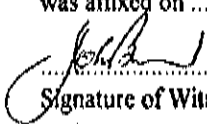
at all times do so at his own risk and shall hold harmless the Body Corporate against any claim for loss of any wine so stored howsoever such loss may be occasioned;

(vi) the proprietor from time to time of Lot 4 acknowledges that the Body Corporate, its servants, agents and workmen shall have access at any time as may be necessary to the common property adjacent to the said area via the pre-existing entrance for the purpose of inspection, maintenance or any other lawful purpose of the Body Corporate;

(vii) this By-Law may only be amended, added to or repealed by a unanimous resolution of the Body Corporate in respect of which one of the votes in favour of the said resolution is that of the proprietor of Lot 4 from time to time.

The Common Seal of The Proprietors of Strata Plan No. 47629

was affixed on 21ST MARCH 1996 in the presence of


Signature of Witness


Name of Witness (BLOCK LETTERS) GARY SMITH



being the person authorised by section 55 of the Strata Titles

Act 1973 to attest the affixing of the seal.



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

Data Printed: 05 March 2012

Certificate Number: PLC2012/0832



Applicant Reference: N/A

Receipt Number: 100154453

Sharon Moss Legal

P O Box 1142

DEE WHY NSW 2099

Property Address: 3/55 Dee Why Parade DEE WHY NSW 2099

Legal Description: Lot 3 SP 47629

Property ID: 146321

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

Warringah Local Environmental Plan 2011

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

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

Draft State Environmental Planning Policy (Competition) 2010

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

Warringah Development Control Plan

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

2. Zoning and land use under relevant LEPs

2.1 Zoning and land use under Warringah Local Environmental Plan 2011

(a) The Land is identified by Warringah Local Environmental Plan 2011 as being within the following zone:-

LEP - Land zoned R3 Medium Density Residential

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

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

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

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

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

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

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



No

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

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

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

No

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

No

2.2 Draft Local Environmental Plan – if any

NII

3. Whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (c) and (d) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

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

4A. Information relating to beaches and coasts

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

No



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

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

No

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

No

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

Not Applicable

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

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

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

No

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

No

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

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

No

(b) any environmental planning instrument

No

(c) any resolution of Council.

No

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

(a) as adopted by Council

Acid Sulfate Soils Class 5

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

No

7A. Flood related development controls information

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

Yes

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



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

Yes

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

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

No

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

Warringah Section 94A Development Contributions Plan 2011 (adopted 28 June 2011 effective 1 July 2011). Please contact Council's Planning and Assessment Counter for more information.

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

No

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

No

11. *Bush Fire Prone Land*

No

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

No

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

No

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

No

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

No

For what period is the certificate current?

not applicable

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

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

No

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

No

For what period is the certificate current?

not applicable

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



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

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

No

For what period is the certificate current?

Not Applicable

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

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

No

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

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

No

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

No

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

No

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

No

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

No

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

Notifications issued within Warringah in accordance with the Nation Building and Jobs Plan (State Infrastructure Delivery Act) 2009

The NSW Infrastructure Co-ordinator General has issued an order under Section 23 and an authorisation under Section 24 for the carrying out of development on the sites tabled below. The order and authorisation may exempt these projects from complying with certain development control legislation.

| Address | Legal Description | Property Name | Date Issued | Description of Project |
|-------------------------------------|-------------------------|-----------------------------|-------------------|---|
| Lot 741/ Alfred Street, Narrabeena | Lot 742 DP 752038 | Narrabeena Public School | 22 July 2009 | A multi-purpose hall and covered outdoor learning area and associated site works. |
| Lot 2593/ Bundaleer Street, Belrose | Part Lot 2593 DP 752038 | Yanginanoob School, Belrose | 7 September 2009 | Extension of the gymnasium to provide a stage, store, toilets, covered area, ramps and associated site works, removal of two trees and landscaping. |
| 6-8 Wyatt Avenue, Belrose | Lot 1 DP 601101 | John Colet School | 24 September 2009 | Construction of a covered outdoor learning area, covered walkway and associated works. |
| 1 Dreadnought Road, Oxford Falls | Lot 10 DP 810343 | St Plus X College | 8 October 2009 | Construction of a multi-purpose hall and associated works. |



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

| | | | | |
|---|--|------------------------------------|------------------|--|
| 33 and 35 Myoora Road, Terrey Hills | Lot 1 DP 1132710 and Lot 69 DP 752017 | German International School Sydney | 12 October 2009 | Subdivision of the land, construction of a single storey library building and single storey classroom building, construction of a sports field, extension of an existing internal driveway and a new exit to Myoora Road, and associated works comprising excavation, earthworks, drainage, ramps, pathways, tree removal and landscaping. |
| 220 Forest Way, Belrose | Lot 1973 DP 752038 | Kamarol Rudolf Steiner School | 7 October 2009 | Extension to an existing school building comprising a hall/ auditorium, classrooms, amenities, canteen and store rooms, landscaping, pathways, replacement of a roof and associated works. |
| 2-8 Old Pittwater Road, Brookvale | Lot B DP 311452, Lot 1 DP 918786, Lot 2 DP 208793, Lot 1 DP 229795, Lot 14 DP 5870, Lot 1 DP 209019, Lot 13 DP 5876, Lot 17 DP 3674, Lot 1 DP 365898, Lot 15 DP 5876, Lot 2 DP 209019 Lot 1 DP 047905 | Brookvale Public School | 17 November 2009 | Construction of a new library building and internal alterations to two (2) existing buildings, including the demolition of an existing metal clad classroom, relocation of play equipment, erection of a new shade structure, removal of existing areas of hard stand, and associated works. |
| For further details please contact the Nation Building and Jobs Plan Taskforce on telephone No. 9928 2520 | | | | |



**Warringah
Council**

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

Disclaimer

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

for Rik Hart
GENERAL MANAGER
WARRINGAH COUNCIL





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

ATTACHMENT 'A'

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

Clause 1.1 of the Section 149(2) Certificate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

STATE ENVIRONMENTAL PLANNING POLICY (MAJOR PROJECTS) 2005

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

STATE ENVIRONMENTAL PLANNING POLICY (Sydney Region Growth Centres) 2006

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

STATE ENVIRONMENTAL PLANNING POLICY (INFRASTRUCTURE) 2007

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

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

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

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

Gazetted: 12.12.2008 - Commenced 27.02.2009

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

STATE ENVIRONMENTAL PLANNING POLICY (AFFORDABLE RENTAL HOUSING) 2009

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



EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone R3 Medium Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium 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 medium density residential environments are characterised by landscaped settings that are in harmony with the natural environment of Warringah.
- To ensure that medium density residential environments are of a high visual quality in their presentation to public streets and spaces.

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

















Attached dwellings; Bed and breakfast accommodation; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Group homes; Home businesses; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Seniors housing; Veterinary hospitals

4 Prohibited

Any development not specified in item 2 or 3



















MUNICIPALITY OF WARRINGAH SUBURB OF DEE WHYCopy of Diagram No. **607495**

| INDICATES - DRAINAGE FITTINGS | | | |
|---|--------------------|---|---------------|
|  | Manhole |  | P. Trap |
|  | Cleaner |  | Reflex Valve |
|  | L.H. |  | Cleaning Eye |
|  | Boundary Trap |  | Vertical Pipe |
|  | Inspection Shaft |  | Induct Pipe |
|  | P.I. |  | Med. Flap |
|  | Grease Interceptor |  | Junction |
|  | Gully |  | Roofing Point |

SYMBOLS AND ABBREVIATIONS

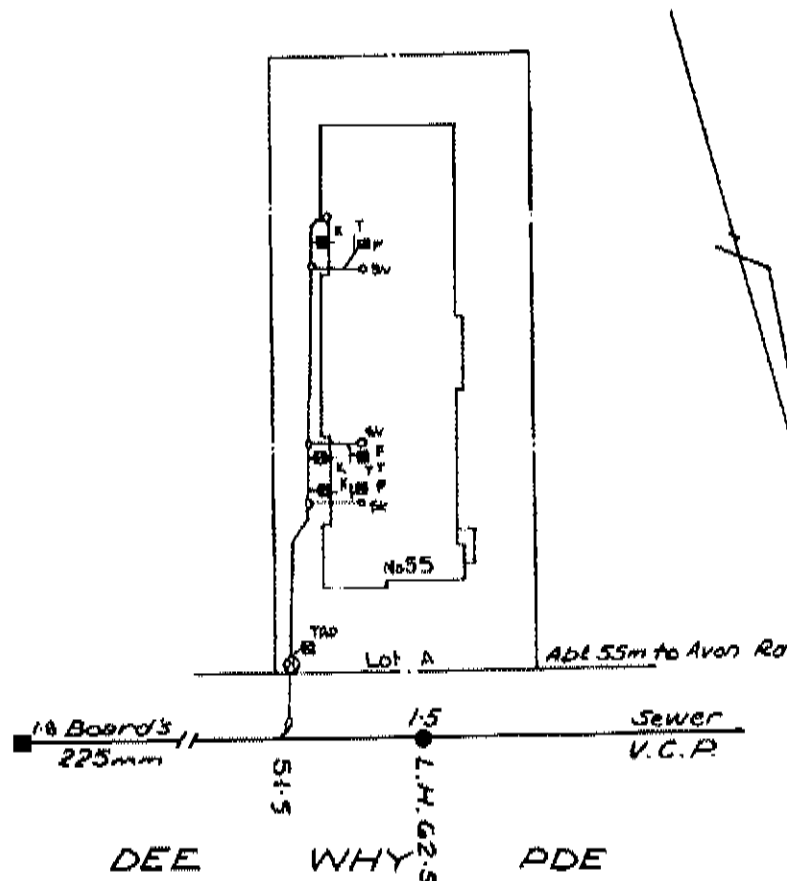


| INDICATES PLUMBING FIXTURES & OR FITTINGS | | | |
|---|----------------|---|-----------------|
|  | Clear Out |  | Drain |
|  | Vent Pipe |  | Shower |
|  | Tubs |  | Drainwater |
|  | Kitchen Sink |  | Floor Waste |
|  | Water Closet |  | Washing Machine |
|  | Bath Waste |  | Bat Sink |
|  | Handbasin |  | Laundry Sink |
| INDICATES - PLUMBING ON MORE THAN ONE LEVEL | | | |
|  | Soil Vent Pipe |  | Waste Stack |

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the available position of the Board's sewer. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at Board's Business Offices (Section 33 Of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only and in general the outlines of buildings may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendment to these plans. Discrepancies in position and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licensee is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised.

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



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

| | | |
|---|--|--|
| W.A. No. _____ U.A. No. _____ Sewer Ref. _____ Sheet No. 7154 | DRAINAGE Inspected by _____ Inspector _____ Date of Issue _____ Cert. Of Compliance No. _____ Field Diagram Examined by _____ Outfall _____ Drawing _____ Plumbing _____ Trading Checked by _____ Boundary Trap is not required | PLUMBING Inspected _____ YES NO Inspector _____ Cert. Of Compliance No. _____ For Regional Manager _____ |
|---|--|--|

Connection Date: _____

Form 27-544 (A4) Rev. 11 April 1993 5217 (A4) Water Board Planning Services

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