

# Contract for the sale of land – 2005 edition

## TERM

## MEANING OF TERM

Vendor's agent **Skyline Real Estate** Phone: **9452 3444**  
**3/14 Frenchs Forest Road, Frenchs Forest, NSW** Ref: **Rod Cousins**  
**2086**

Co-agent

Vendor **Anthony Thomas Lange**  
**5/132 Queenscliff Road, Queenscliff, NSW 2096**

Vendor's Solicitor **Sharon Moss Legal** Phone: **02 9981 1211**  
**Suite 4124, Level 1, 834 Pittwater Road, Dee Why** Fax: **02 9981 1010**  
**NSW 2099** Ref: **SM:RH:150101**  
**PO Box 1142, Dee Why NSW 2099**

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

Land **5/132 Queenscliff Road, Queenscliff, New South Wales 2096**  
 (Address, plan details **Registered Plan: Lot 5 Plan SP1443**  
 and title reference) **Folio Identifier 5/SP1443**

Improvements  VACANT POSSESSION  subject to existing tenancies  
 HOUSE  garage  carport  home unit  carspace  none  
 other:

Attached copies  Documents in the List of Documents as marked or as numbered:  
 Other documents:

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

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

Exclusions

Purchaser

Purchaser's solicitor

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

Vendor \_\_\_\_\_

Witness \_\_\_\_\_

**GST AMOUNT** (optional)  
 The price includes  
 GST of: \_\_\_\_\_

Purchaser  JOINT TENANTS  tenants in common  in unequal shares

Witness \_\_\_\_\_

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

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

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

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

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

Mason & Brophy Strata Management 13/818 Pittwater Road, Dee Why Phone: 8978 300

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

### WARNINGS

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

AGL Gas Networks Limited	Government Business & Government Procurement	Public Works Dept
Council	Heritage Office	Roads & Traffic Authority
County Council	Infrastructure Planning and Natural Resources	Rural Lands Protection Board
East Australian Pipeline Limited	Land & Housing Corporation	Sustainable Energy Development
Education & Training Dept	Mine Subsidence Board	Telecommunications authority
Electricity authority	Owner of adjoining land	Water, sewerage or drainage authority
Environment & Conservation Dept	Primary Industries Department	
Fair Trading	RailCorp	

If you think that any of these matters affects the property, tell your solicitor.
- A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 1987 or the Retail Leases Act 1994.
- If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
- If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
- The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
- The purchaser will usually have to pay stamp duty on this contract. ~~The sale will also usually be a vendor duty transaction.~~ If duty is not paid on time, a party may incur penalties.
- If the purchaser agrees to the release of deposit any rights in relation to the land (for example, the rights mentioned in clause 2.8) may be subject to the rights of other persons such as the vendor's mortgagee.
- The purchaser should arrange insurance as appropriate.

### DISPUTES

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

### AUCTIONS

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

### **WARNING SWIMMING POOLS**

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

### **WARNING SMOKE ALARMS**

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

### **IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

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

### **COOLING OFF PERIOD (PURCHASER'S RIGHTS)**

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

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

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

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"> <li>● a <i>bank</i>; or</li> <li>● a building society, credit union or other FCA institution as defined in Cheques Act 1986; that carries on business in Australia; or</li> </ul> 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 *servicing* it -
- 5.1 if it arises out of this contract or it is a general question about the *property* or title - *within 21 days* after the contract date;
- 5.2 if it arises out of anything *served* by the vendor - *within 21 days* after the later of the contract date and that *service*; and
- 5.3 in any other case - *within* a reasonable time.

## 6 Error or misdescription

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

**7 Claims by purchaser**

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

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

**8 Vendor's right to rescind**

The vendor can *rescind* if -

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

**9 Purchaser's default**

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

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause-
  - 9.2.1 for 12 months after the *termination*; or
  - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either -
  - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover -
    - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
    - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
  - 9.3.2 to recover damages for breach of contract.

**10 Restrictions on rights of purchaser**

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

**11 Compliance with work orders**

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

**12 Certificates and inspections**

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

**13 Goods and services tax (GST)**

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

## 14 Adjustments

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

## 15 Completion date

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

## 16 Completion

### • Vendor

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

### • Purchaser

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

### • Place for completion

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

## 17 Possession

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

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

## 18 Possession before completion

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

## 19 Rescission of contract

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

## 20 Miscellaneous

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

## 21 Time limits in these provisions

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

- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clause 2 (deposit).
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

## 22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

## 23 Strata or community title

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

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

## 24 Tenancies

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

**25 Qualified title, limited title and old system title**

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

- 28.3 If the plan is not registered *within* that time and in that manner -  
 28.3.1 the purchaser can *rescind*; and  
 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2.
- 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The completion date becomes the later of the completion date and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to a plan that is to be registered before the plan is registered.

## 29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening -  
 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;  
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party serves* notice of the refusal;  
 29.7.3 the completion date becomes the later of the completion date and 21 days after the earliest of -  
 • either *party serving* notice of the event happening;  
 • every *party* who has the benefit of the provision *serving* notice waiving the provision;  
 • the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening -  
 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;  
 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;  
 29.8.3 the completion date becomes the later of the completion date and 21 days after either *party serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

**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:-
- (a) 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;
  - (b) 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.
  - (c) For the purposes of this special condition a reference to:

- (i) 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;
  - (ii) 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):-
  - (i) the inspection of and investigations relating to the land made by or on behalf of the Purchaser;
  - (ii) the warranties and representations expressly contained in the Contract;
  - (iii) the skill and judgment of the Purchaser, its consultants and representatives;
  - (iv) 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. **CONSUMER CREDIT CODE**

39.1 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.

39.2 The purchaser acknowledges that as a result of making the disclosure under clause 39.1, the purchaser cannot terminate this Contract pursuant to the Consumer Credit Code.

40. 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 replies to requisitions contained in the printed form, a copy of which is attached to the contract.

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.

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: **Anthony Thomas Lange**  
Purchaser:  
Property: **Unit 5/132 Queenscliff Road, Queenscliff**  
Dated:

---

### Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
  - (a) What are the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, 5/132 Queenscliff Road, Queenscliff the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
  - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
  - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

### Adjustments

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

### Survey and building

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

- (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
17. If a swimming pool is on the common property:
- (a) when did construction of the swimming pool commence?
  - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  - (d) are there any outstanding notices or orders?
18. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

**Affectations, notices and claims**

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

**Owners corporation management**

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

**Capacity**

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

**Requisitions and transfer**

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

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 5/SP1443

SEARCH DATE	TIME	EDITION NO	DATE
16/3/2015	11:17 AM	7	26/7/2010

LAND

LOT 5 IN STRATA PLAN 1443  
AT QUEENSCLIFF  
LOCAL GOVERNMENT AREA WARRINGAH

FIRST SCHEDULE

ANTHONY THOMAS LANGE

(T AF648493)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP1443
- 2 AF648494 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP1443

-----  
SEARCH DATE                      TIME                      EDITION NO                      DATE  
-----  
16/3/2015                      11:18 AM                      1                      24/9/2014

LAND

-----  
THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 1443  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT QUEENSCLIFF  
LOCAL GOVERNMENT AREA WARRINGAH  
PARISH OF MANLY COVE COUNTY OF CUMBERLAND  
TITLE DIAGRAM SHEET 7 SP1443

FIRST SCHEDULE

-----  
THE OWNERS - STRATA PLAN NO. 1443  
ADDRESS FOR SERVICE OF NOTICES:  
132 QUEENSCLIFF ROAD  
QUEENSCLIFF 2096

SECOND SCHEDULE (5 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 J938556 EASEMENT FOR DRAINAGE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE SITE DESIGNATED (X) IN THE TITLE DIAGRAM
  - 4 ATTENTION IS DIRECTED TO CLAUSE 3 SCHEDULE 4 STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 REGARDING BOUNDARIES BETWEEN LOTS AND COMMON PROPERTY IN STRATA SCHEMES REGISTERED BEFORE 1-7-1974
  - 5 AI914206 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1985)

-----  
STRATA PLAN 1443

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 109	2	- 108	3	- 93	4	- 114
5	- 109	6	- 92	7	- 113	8	- 111
9	- 97	10	- 130	11	- 111	12	- 97
13	- 133	14	- 116	15	- 99	16	- 135
17	- 118	18	- 100				

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP1443

PAGE 2

-----  
NOTATIONS

-----  
UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

150101

PRINTED ON 16/3/2015

\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

(a) State if whole or part.

(b) Refer to number of Lot, Allotment, or Portion and to the Deposited Plan, Town, or as the case may be.

Parcel comprises<sup>(a)</sup> Lot C of<sup>(b)</sup> F51944

Reference to Title Vol. 6301 Fol. 19

Man./Shire/City Warringham

Locality Queenscliff

Parish Manly Cove County Cumberland

Scale 30 feet to an Inch

STRATA PLAN 1443 (E)

Registered: 2.7.1965

C.A.: 92/65 of 20.5.65

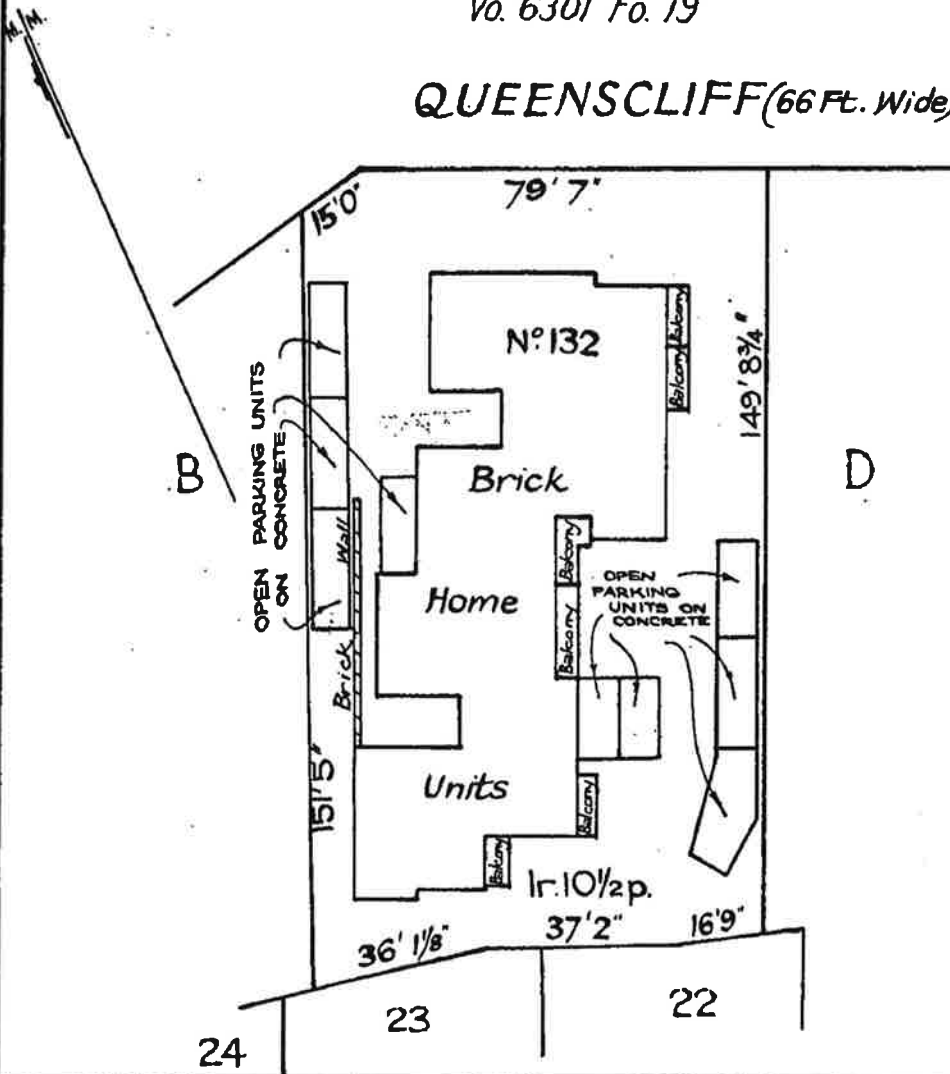
Ref Map: Warringham Sh. 73

Last Plan: F51944 (D.P. 1376)\*

THIS STRATA PLAN NOW CONTAINS 7 SHEETS

Appn. 6062 Pt. 22acs. (Por. 1211<sup>PM</sup>) gtd. to Daniel Jones on 26<sup>th</sup> Oct. 1859  
Vo. 6301 Fo. 19

QUEENSCLIFF (66 Ft. Wide) ROAD.



External surface boundaries of the parcel and location of the building in relation thereto to be delineated in space opposite.

(c) Additional lots should be shown in an annexure.

(d) Delete if inappropriate.

Schedule of Unit Entitlement <sup>(c)</sup>		OFFICE USE ONLY	
Lot No.	Unit Entitlement	Vol.	Fol.
THIS STRATA PLAN NOW CONTAINS 7 SHEETS			
See Sheet No. 6			
AGGREGATE			

I, Edward Francis Hunter,  
FRANK M. MASON & CO.,  
of 2 WINSLOW STREET, MILSON'S POINT  
a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that:

(1) the building erected on the parcel described above is within the external boundaries of the parcel<sup>(d)</sup> subject to clause (2) of this certificate

(2) ~~any~~ ~~erecting~~ ~~of~~ ~~the~~ ~~building~~ ~~project~~ ~~beyond~~ ~~such~~ ~~external~~ ~~boundaries~~ ~~and~~ ~~an~~ ~~appropriate~~ ~~consent~~ ~~has~~ ~~been~~ ~~granted~~ ~~as~~ ~~an~~ ~~appearance~~ ~~of~~ ~~the~~ ~~parcel~~ ~~by~~ ~~registered~~ ~~Transfer~~ ~~No.~~

Dated 12<sup>th</sup> February, 1965

Signature *E. F. Hunter*

Approved by the Council for the purposes of the Conveyancing (Strata Titles) Act, 1961.

Date 20.5.65.

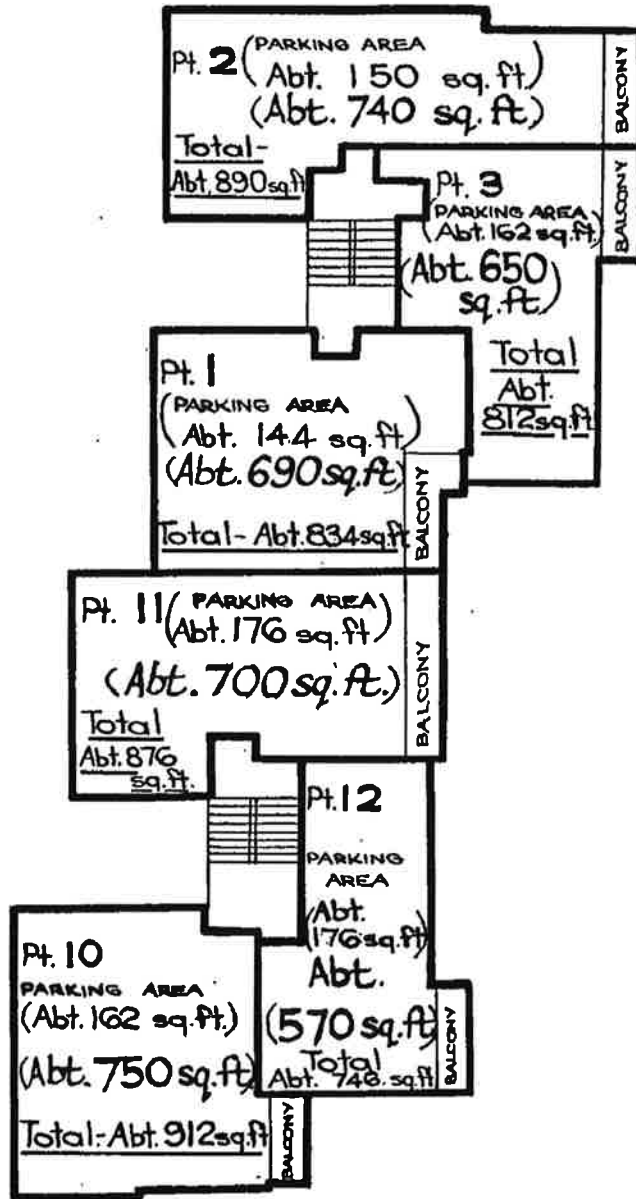
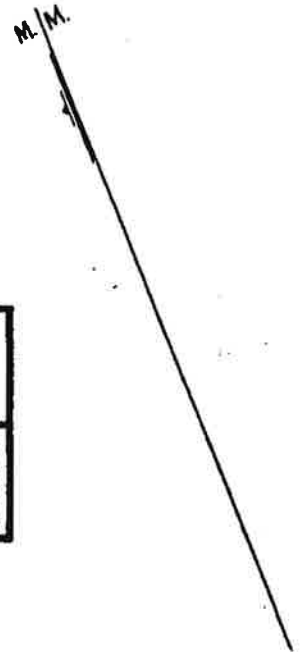
Subdivision No. 92/65

Council Clerk

The address for service of notices on the body } 132 Queenscliff Road, Queenscliff

# STRATA PLAN No. 1443

Scale: 16 feet to an Inch



Balconies are roofed.

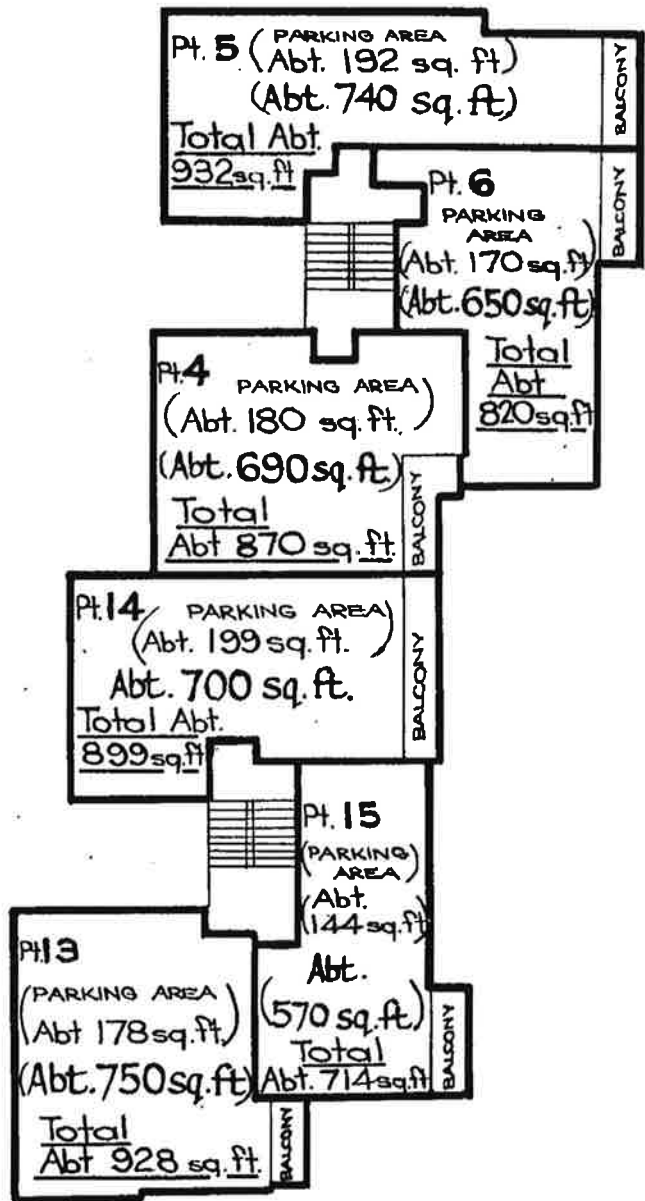
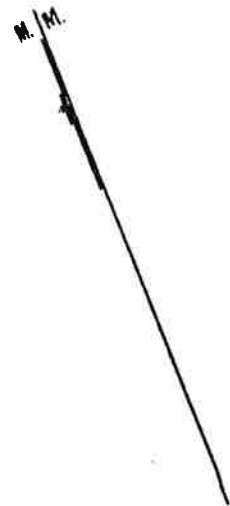
### NOTE.

Units 2 & 3 are on  
First Floor front.  
Units 1 & 11 are on  
First Floor centre.  
Units 12 & 10 are on  
First Floor rear..

*[Signature]*  
Council Clerk.

# STRATA PLAN No. 1443

Scale: 16 feet to an Inch



**NOTE.**

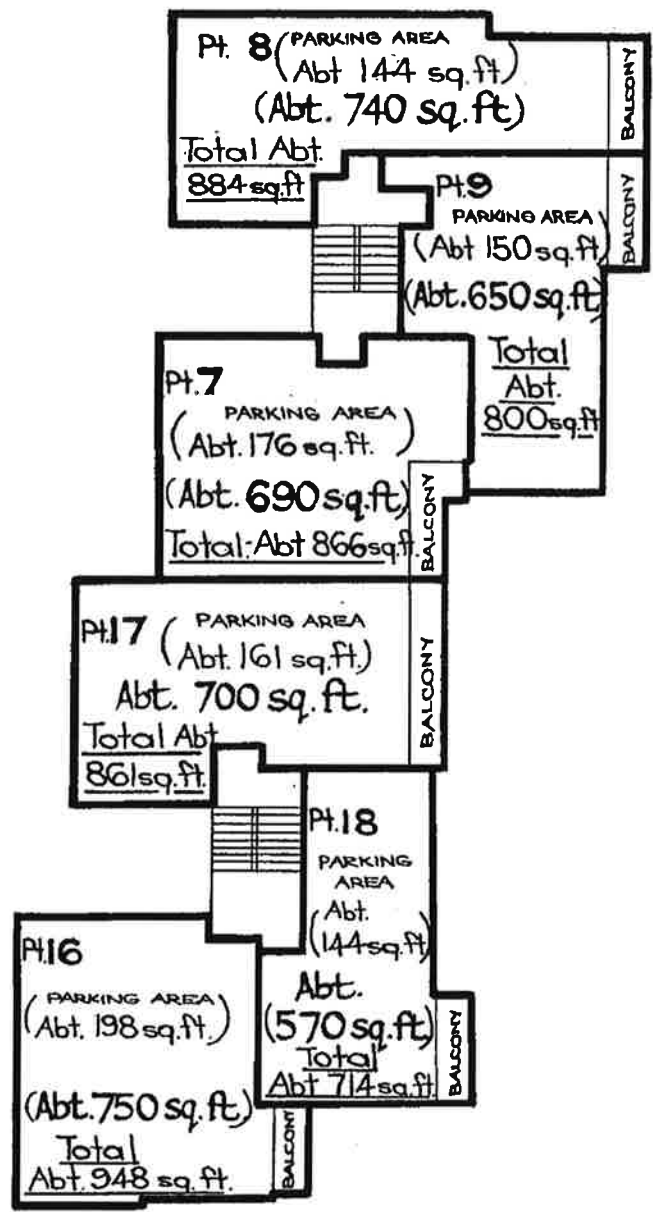
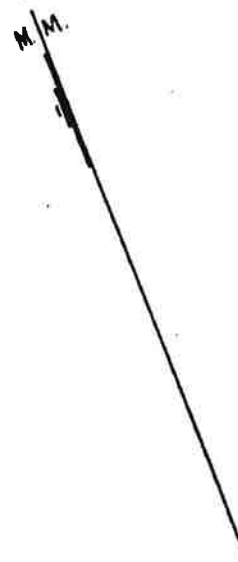
Units 5 & 6 are on  
 Second Floor front.  
 Units 4 & 14 are on  
 Second Floor centre.  
 Units 15 & 13 are on  
 Second Floor rear.

Balconies are roofed.

*[Signature]*  
 Council Clerk.

STRATA PLAN No. 1443

Scale: 16 feet to an Inch



NOTE

Units 8 & 9 are on Third Floor front  
Units 7 & 17 are on Third Floor centre  
Units 18 & 16 are on Third Floor rear.

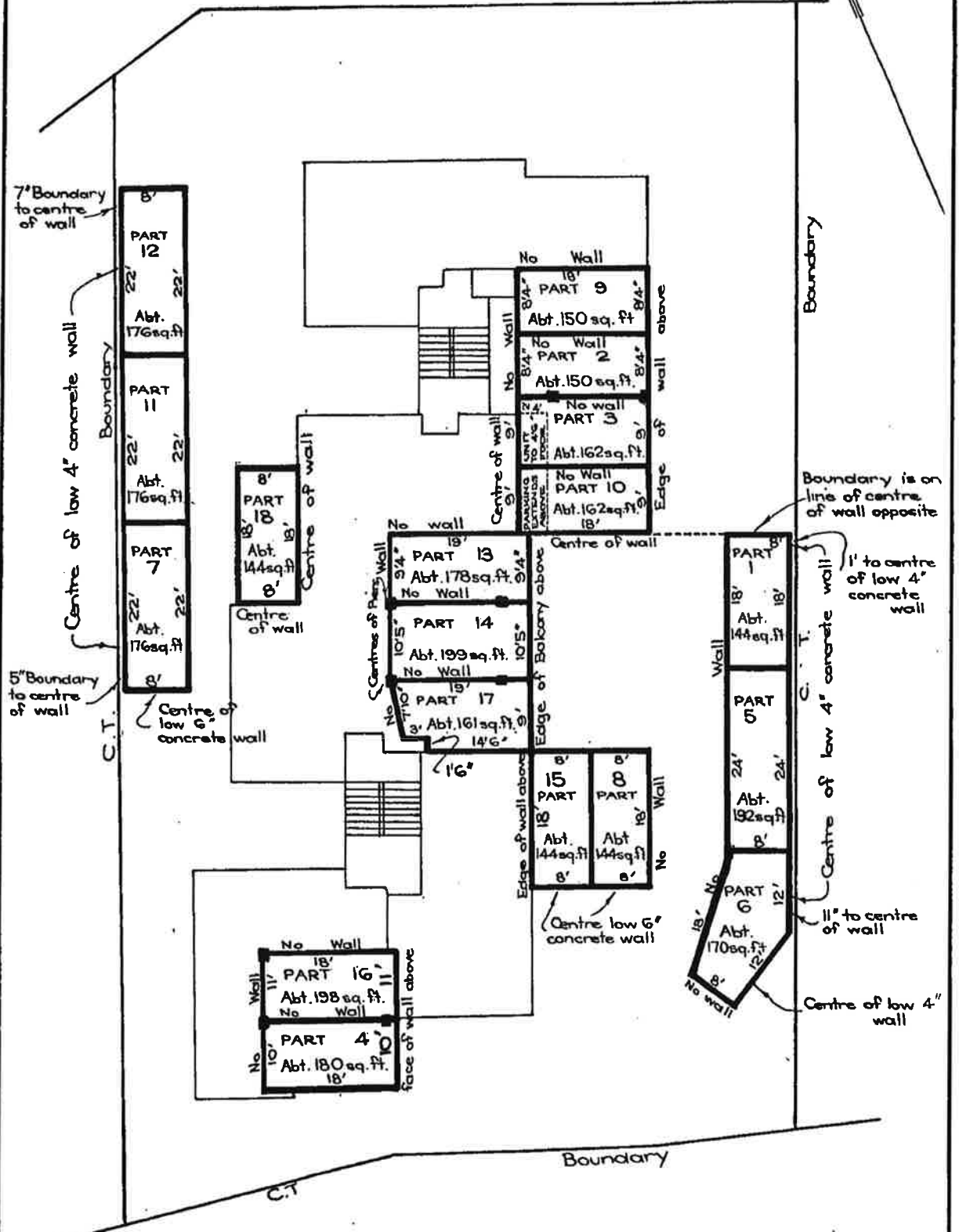
Balconies are roofed.

  
Council Clerk.

**STRATA PLAN No. 1443**  
 Scale: 16 feet to an Inch



Queenscliff Road



**NOTE:**

Parts of Units Nos. 1, 5, 6, 7, 8, 11, 12, 15, 18 (incl.) are parking units on concrete and extend to a height of eight (8') feet above the concrete.

Parts of Units Nos. 3 & 10 are restricted to a height of 4'6" above the concrete floor as shown.

Parts of Units Nos. 4, 16, 17, 14, 13, 10, 3, 2, 9, are Parking Units beneath the Building.

*[Handwritten Signature]*  
 Council Clerk.

# STRATA PLAN No. 1443

 CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

STRATA PLAN 1443		
FEET INCHES	METRES	
- 4	0.1	
- 5	0.125	
- 11	0.28	
1 -	0.305	
1 6	0.455	
2 -	0.61	
4 -	1.22	
4 6	1.37	
7 10	2.39	
8 -	2.44	
8 4	2.54	
9 -	2.745	
9 4	2.845	
10 -	3.05	
10 5	3.175	
11 -	3.355	
12 -	3.66	
14 6	4.42	
15 -	4.57	
16 9	5.105	
18 -	5.485	
19 -	5.79	
22 -	6.705	
24 -	7.315	
36 1 1/8	11	
37 2	11.33	
66 -	20.115	
79 7	24.255	
149 8 3/4	45.635	
151 5	46.15	
AC RD P	SQ M	
- 1 10 1/2	1277	
SQ FT	SQ M	
15	1.4	
61	5.7	
70	6.5	
78	7.2	
80	7.4	
86.6	8	
144	13.4	
150	13.9	
161	15	
162	15	
170	15.8	
176	16.4	
178	16.5	
180	16.7	
192	17.8	
198	18.4	
199	18.5	
570	53	
650	60.4	
690	64.1	
700	65	
714	66.3	
740	68.7	
746	69.3	
750	69.7	
800	74.3	
812	75.4	
820	76.2	
834	77.5	
861	80	
866	80.5	
870	80.8	
876	81.4	
884	82.1	
890	82.7	
899	83.5	
912	84.7	
920	86.2	
932	86.6	
948	88.1	

Schedule of Unit Entitlement		OFFICE USE ONLY
		Current Cs of T.
Lot No	Unit Entitlement	
1	109	10052-166
2	108	10052-167
3	93	10052-168
4	114	10052-169
5	109	10052-170
6	92	10052-171
7	113	10052-172
8	111	10052-173
9	97	10052-174
10	130	10052-175
11	111	10052-176
12	97	10052-177
13	133	10052-178
14	116	10052-179
15	99	10052-180
16	135	10052-181
17	118	10052-182
18	100	10052-183
Aggregate	1985	

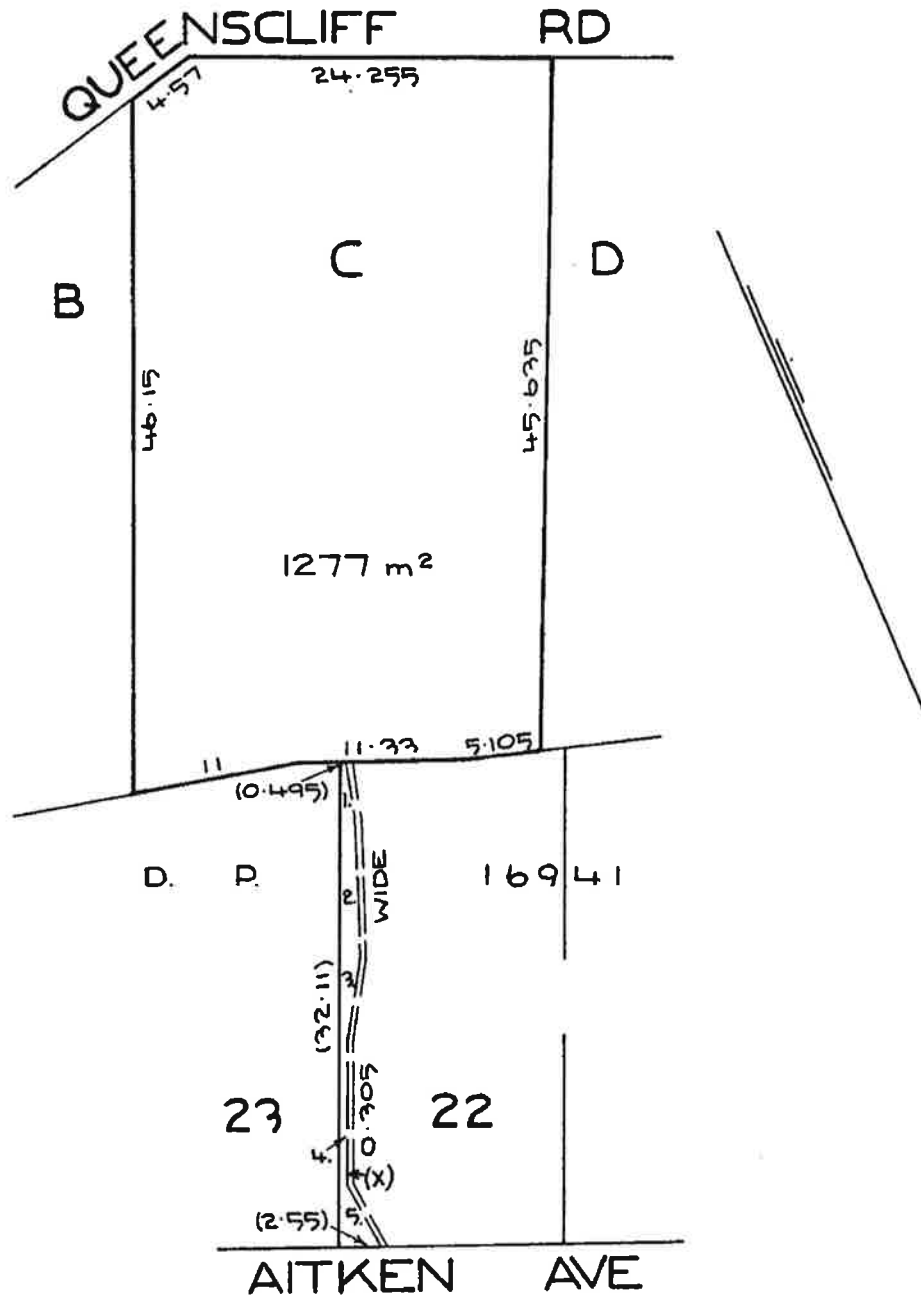


Council Clerk.



STRATA PLAN 1443

TITLE DIAGRAM



REFERENCE

1.	(3.78)
2.	(9.165)
3.	(5.41)
4.	(9.905)
5.	(4.49)

THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE.

R.P. 13A. No. **J 938556**

New South Wales

**MEMORANDUM OF TRANSFER**  
 (REAL PROPERTY ACT, 1900.)

**I, VICTOR RAYMOND CUSACK** of Manly,  
 Draftsman

RECEIVED  
 1965  
 Lodgment 3:10  
 Endorsement : 5:  
 Certificate Man 1:10  
 SEVEN SHILLINGS SIX PENCE  
 19.3.65



RECORDED  
 10 JUN 1965  
 This form must not be disclosed to transferee  
 Copying or handwriting in the margin should not extend beyond the margin. Handwriting should be clear and legible and permanent black non-copying ink.

6244/100 9/17  
 6301/19 9/17

(herein called transferor)  
 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 hereunder, in consideration of One hundred and fifty pounds (£ 150.0.0. ) (the receipt whereof is hereby acknowledged) paid to me by **TRADELINES PTY. LIMITED**

*with consent of wife*

do hereby transfer to

AND GRANT TO **TRADELINES PTY. LIMITED**

(herein called transferee)

Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being Lot sec. D.P. " or "being the land shown in the plan annexed hereto" or "being the residue of the land in certificate (or grant) registered Vol. Fol. "

Where the consent of the Local Council to an subdivision is required the certificate and plan mentioned in the Local Government Act, 1915, shall accompany the transfer.

out of **ALL** such my Estate and Interest in **ALL** the land mentioned in the schedule following:—

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
<b>CUMBERLAND</b>	<b>MANLY COVE</b>	<b>WHOLE</b>	6244	100	<b>FULL AND FREE RIGHT</b> as appurtenant to the land comprised in Certificate of Title Volume 6301 Folio 19 for the transferee and its assigns and its or their agents servants or workmen to lay construct and forever use and maintain a covered drain along under or through all that portion of the land comprised in Certificate of Title Volume 6244 Folio 100 twelve inches wide <del>as shown in the plan annexed hereto and adjacent to the western boundary of the said land</del> for the drainage and passage of surface water and/or stormwater only with full and free right and liberty from time to time and at all times to enter upon the said land for the purpose of laying inspecting maintaining repairing renewing and/or replacing the said covered drain and the transferee and its assigns will in the exercise of the rights hereby granted cause as little disturbance of or damage to the said land as shall be reasonably possible and will with all practicable speed restore any disturbances and make good any damage which may be caused the full conditions appertaining to the grant continuance and maintenance of the said drain being set out in the agreement between Victor Raymond Cusack and Tradelines Pty. Limited of even date herewith which said agreement is annexed hereto.





*12/1/66*  
*John J. H. H.*  
*3/2/66*  
One

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 1966  
thousand nine hundred and sixty-four BETWEEN VICTOR RAYMOND CUSACK of  
16 Aitken Avenue, Queenscliff at his executive administrators and  
assigns (hereinafter referred to as the Grantor) AND TRADELINES PTY.  
LIMITED a Company duly incorporated in New South Wales and having its  
registered office at 388a Victoria Road Rydalmere and its assigns  
(hereinafter called the Grantee) WHEREBY IT IS AGREED THAT in consi-  
deration of the payment of the sum of One hundred and fifty pounds  
(£150.0.0.) by the Grantee to the Grantor the Grantor will create an  
easement for drainage by transfer in favour of the Grantee in the manner  
and form as shown in the first Schedule hereto AND IT IS HEREBY AGREED  
AND DECLARED that the creation of the beforementioned easement is  
subject to the following conditions:-

1. On the signing of this agreement the Grantee will pay to the Grantor the sum of Five pounds (£5.0.0.) as deposit.
2. The balance of the consideration hereinbefore referred to namely One hundred and forty-five pounds (£145.0.0.) shall be paid by the Grantee to the Grantor at the time of the Grantee receiving the duly completed Transfer hereinbefore referred to.
3. The Grantee will pay to Walter Robert Twomey of No. 1 Orara Road, North Manly, Builder the sum of One hundred and fifty pounds (£150.0.0.) to be held by him as security in the event of there being a dispute between the parties hereto as to compensation payable to the Grantor for injury of his property during the construction of the pipeline hereinafter referred to.
4. That the said Walter Robert Twomey shall arbitrate any dispute hereinbefore referred to and it is agreed that his decision shall be final and binding upon both parties.
5. If there shall be no dispute within the terms of the aforesaid paragraphs then the said Walter Robert Twomey shall return the security to the Grantee within seven (7) days of his being notified that the construction of the pipeline has been completed.
6. The Grantee shall pay the legal costs of the Grantor in and about the granting of the said easement including the obtaining of the consent of the mortgagee thereto and the confirmation of this agreement by the Proprietor of the Strata Title hereinafter referred to and this agreement is made subject to the consent of the mortgagee being obtained by the solicitors for the Grantor.
7. The pipeline the subject of the said easement shall be of adequate size and constructed of cast iron or glazed earthenware and comply with

**B**

*W. H. Lamb*

*76088*

=2=

the Local Government Ordinances and when completed be approved of by the Chief Health and Building Inspector of the Warringah Shire Council and shall be laid not less than eighteen inches below the ground level.

8. All repairs to the pipeline hereafter and any damage to it howsoever caused or by whom shall be carried out by the Grantee at its expense at the request of or to the satisfaction of the Grantor and the Grantee shall make good all damage or disturbance caused thereby. Any such repairs required by the Grantor shall be carried out promptly and in any event within one month of such request and in every case permission of the Grantor shall be sought and obtained in advance as to the time and times that such repairs shall be carried out.

9. Before commencing any of the works referred to in the preceding paragraph the Grantee will deposit the sum of Fifty pounds (£50,0.0.) with a third party acceptable by both parties to be held by him as security in the event of there being a dispute between the parties hereto as to compensation payable to the Grantor for injury of his property during the construction of the said works.

10. That the said Third party shall arbitrate any dispute hereinbefore referred to and it is agreed that his decision shall be final and binding upon both parties.

11. If there shall be no dispute within the terms of the aforesaid paragraph then the security shall be returned by the third party to the Grantee within seven (7) days of notification that the said works have been completed.

12. If the Grantor should make application for approval from Warringah Shire Council for development of the property subject to the burden of this easement which development would not be possible because of the existence of the said easement then the following conditions shall apply

- (a) The easement may be terminated by the Grantor by his repaying to the Grantee all moneys expended in the construction of the pipeline or
- (b) The re-location of the pipeline and the creation of the requisite easement with the approval of the necessary statutory authorities at the expense of the Grantor.

13. The consent of the Grantor to the location of all inspection hatches as required by the Grantee or by the statutory authorities shall be obtained by the Grantee before installation of same.

14. The construction of the pipeline shall be completed within four weeks of the Grantor giving permission to the Grantee to enter upon the premises subject to the burden of this easement.

15. The Grantee agrees with the Grantor that in consideration of this agreement it will see that the pipeline going down the cliff on the

*Michael*





Form 1

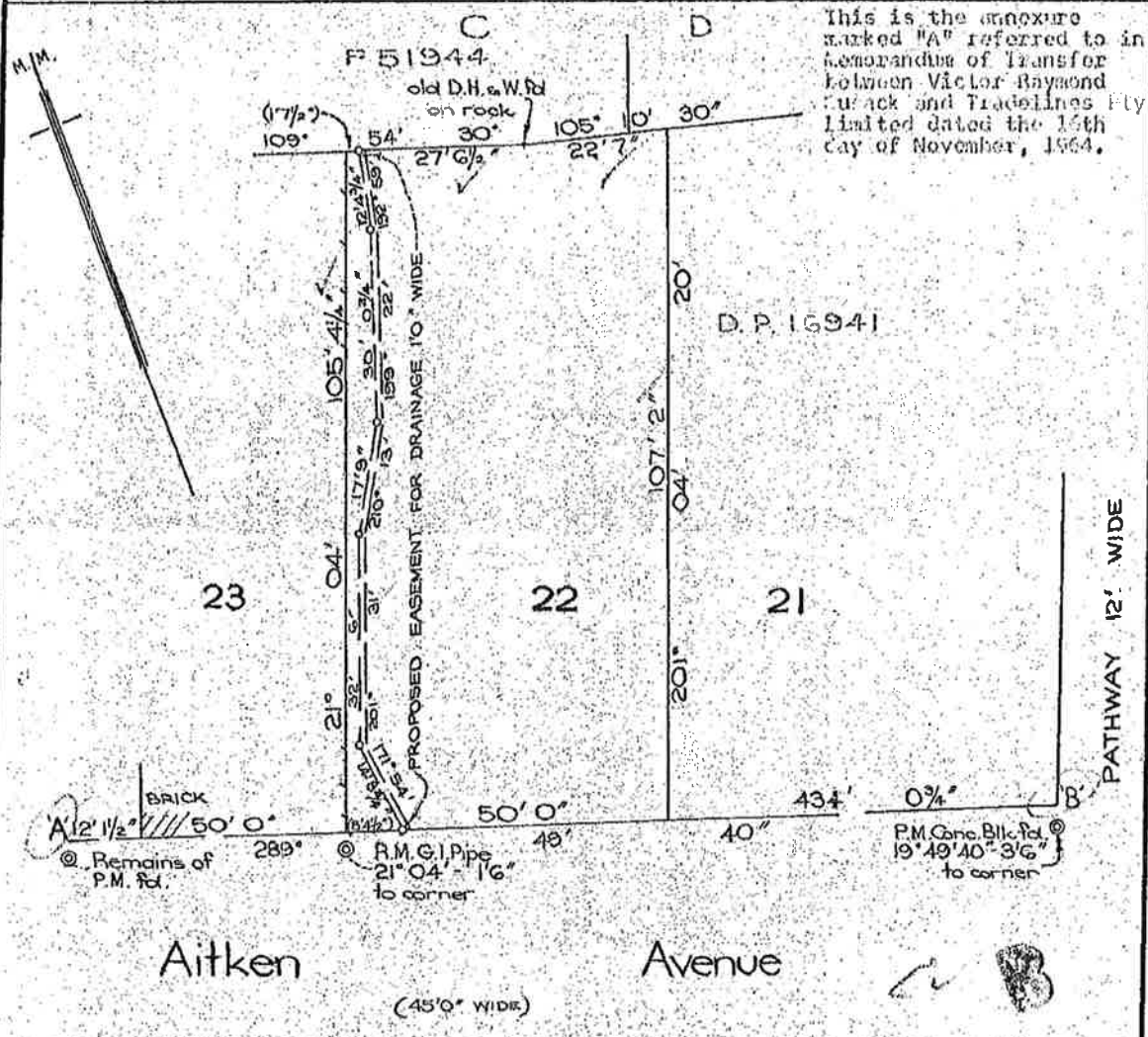
OFFICE USE ONLY

**PLAN OF Proposed Easement for Drainage 1'0" Wide, over part of the land in Certificate of Title Volume 6244 Folio 100**

Mun./Shire/City Warringham  
 Town or Locality Queenscliff  
 Parish Manly Cove  
 County Cumberland Scale 20 FEET TO AN INCH

*J938556*

Registered: .....  
 C.A.: .....  
 Title System: .....  
 Purpose: .....  
 Ref. Map: .....  
 Last Plan: .....



This is the enclosure marked "A" referred to in Memorandum of Transfer between Victor Raymond Turack and Tradelines Pty Limited dated the 16th day of November, 1964.

WARNING. Plan Drawing only to appear in this space.

Plan Drawing only to appear in this space.

Signatures, Seals and Statements of Dedications and Easements.

Pursuant to Section 88B of the Conveyancing Act, 1911-1964, it is intended to create the Proposed Easement for Drainage 1'0" Wide

*William*  
*Walter*  
 Director  
 Secretary



I, Edward Francis Hunter  
 FRANK M. MASON & CO.  
 of 2 WYNELON ST. MILSON'S POINT,  
 a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate and has been made (1) by me (2) under my immediate supervision in accordance with the Survey Practice Regulations, 1933 and was completed on 7.7.65. 1965.

Signature: *Edward Francis Hunter*  
 Surveyor registered under Surveyors Act, 1929 as amended.  
 Datum: Line of Aitken, 'A' 'B'

Approved by Council, I hereby certify that the requirements of the Local Government Act, 1919 (other than the requirements for registration of plans), have been complied with by the applicant in relation to the proposed subdivision and/or new roads set out herein.

Subdivision No. .... Date: .....  
 Council Clerk: .....

SURVEYORS REFERENCE 14804.

6062 RP/1E

6062 RP/1E

Form: 15CB  
Release: 32

**CHANGE OF BY-LAW!**  
New South Wales  
Strata Schemes Management Act 199  
Real Property Act 1900



**AI914206F**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE** For the common property

Vol 8503 Fol. 193 NOW BEING CP/SP 1443

(B) **LODGED BY**

Document Collection Box  <i>lw</i>	Name, Address or DX, Telephone, and Customer Account Number if any NICHOLAS WILLIAMS 6/132 QUEENSCLIFF RD, QUEENSCLIFF, NSW, 2096 0403 315 085 Reference: _____	CODE  <b>CB</b>
--	---	-----------------------

- (C) The Owners-Strata Plan No. 1443 certify that pursuant to a resolution passed on 21 June 2013 and
- (D) in accordance with the provisions of SECTION 52 OF THE STRATA SCHEMES MANAGEMENT ACT 1996 the by-laws are changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. NOT APPLICABLE  
Amended by-law No. NOT APPLICABLE  
as fully set out below:



*CHIPS MULLER*  
11 SEPTEMBER  
2014.

**SPECIAL BY-LAW NO. 1 Construction Works, Lot 6**  
**1. DEFINITIONS**

In this by-law the following terms are defined to mean:

Act means the Strata Schemes Management Act 1996 (NSW).  
 Building means the building identified as strata plan 1443 otherwise known as 132 Queenscliff Road, QUEENSCLIFF NSW 2096.  
 Conditions means the conditions of this by-law set out in clause 4.  
 Construction Works means the alterations to the Lot including removing a section of the wall between the kitchen and the main living area of the Lot (approximately 1650mm x 620mm) and widening the doorway into the kitchen by a total of 300mm, to be undertaken by the Owners after the date of this by-law.  
 Lot means lot 6 in strata plan 1443 otherwise known as Unit 6, 132 Queenscliff Road, QUEENSCLIFF NSW 2096.  
 Owner means the owner of the Lot at the time of the Construction Works and any subsequent owner of the Lot.

**2. INTERPRETATION**

- a) Singular includes the plural and vice versa.
- b) A reference to one gender includes all genders.
- c) Headings are included for convenience only and do not affect the meaning of the clauses to which they relate.
- d) Where any terms used in this by-law are defined in the Act, they will have the same meaning as those words which are attributed under the Act unless the context expresses or indicates otherwise.

**3. RIGHTS**

Subject to the Conditions, the Owner will be entitled at their own expense to carry out the Construction Works and – to the extent necessary – the owners' corporation confers on the Owner exclusive use and enjoyment of those parts of the common property the demolition, removal or replacement of which is comprised in the Construction Works

**4. CONDITIONS**

- a) The Owner will at their own cost obtain a report by an engineer ("the Structural Engineer") to the effect that the work will not affect the structural integrity of the Building.
- b) The Construction Works will be done:
  - i) in a proper and workmanlike manner and by duly licensed contractors; and
  - ii) in accordance with the drawings and specifications approved by:
    - (1) the Structural Engineer;
    - (2) all other applicable regulatory authorities; and
    - (3) the owners' corporation.
- c) The Owner must comply with all relevant statutory authority requirements concerning the performance of the Construction Works including all by-laws which apply to the Construction Works.
- d) The Owner will be responsible for any costs involved with the Construction Works, including any costs necessary to maintain the Construction Works.
- e) The Owner will be responsible for the maintenance, upkeep and – whenever necessary – renewal or replacement of those parts of the common property the subject of this by-law.
- f) The Owner will be liable for any damage caused to any part of the common property as a result of the performance, repair or maintenance of the Construction Works and will make good that damage immediately after it has occurred.
- g) The Owner must indemnify the owners' corporation against any loss or damage the owners' corporation suffers as a result of the Construction Works, their performance, maintenance or repair and must pay those costs to the owners' corporation on demand.
- h) When carrying out the Construction Works, the Owner will:
  - i) protect all areas of the Building outside the Lot from damage caused by the Construction Works;
  - ii) keep all areas of the Building outside the Lot clean and tidy; and
  - iii) comply with the requirements of the owners' corporation to comply with any other bylaws concerning the carrying out of the Construction Works.

**5. RIGHT TO REMEDY DEFAULT**

- a) If the Owner fails to comply with any obligation under this by-law, then the owners' corporation may:
  - i) carry out all work necessary to perform that obligation;
  - ii) enter upon any part of the Lot to carry out that work;
  - iii) recover the costs of carrying out that work from the Owner in accordance with the Conditions; and
  - iv) include reference to the debt on levy notices and any other levy reports or information.
- b) Any debt for which the Owner is liable under this by-law is due and payable on written demand or at the direction of the owners' corporation and if not paid at the end of 1 (one) month from the date on which it is due, will bear, until paid, simple interest at an annual rate of ten (10) per cent.

(F) The common seal of the Owners-Strata Plan No. 1443

11th SEPTEMBER 2014  
was affixed on 2014 in the presence of—

Signature(s):

Name(s):

CHARLES MILLER



being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



**Date Printed: 16 March 2015**

**Certificate Number: ePLC2015/0796**

**Applicant Reference: 150101**

**Receipt Number: 5141**

**InfoTrack**

**DX 578**

**SYDNEY**

**Property Address: 5/132 Queenscliff Road QUEENSCLIFF NSW 2096**

**Legal Description: Lot 5 SP 1443**

**Property ID: 130440**

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

**Warringah Local Environmental Plan 2011**

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

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

**a) Draft State Environmental Planning Policy (Competition) 2010**

**b) The following planning proposals may affect the land:**

<b>Date of Council Resolution</b>	<b>Outline of Planning Proposal</b>	<b>Land to which Planning Proposal applies</b>
26 August 2014	Amends WLEP 2011 to permit commercial premises as an additional permitted use on the land	158 Pacific Parade, Dee Why
25 March 2014	Amends WLEP 2011 to rezone the identified subject sites to reflect and be compatible with the surrounding land use zone.	Lot 1/ McIntosh Road, Narrabeena (Lot 1 DP 35105); 9 & 11 Lagoon Street, Narrabeen (Lot 1 DP 1117584, Lot 5 Sec 38 DP 111254); 6 Collaroy Street, Collaroy (Lot 36 DP 11374).
Decision of the Minister for Planning & Environment on 23 October 2014 – JRPP will progress Planning Proposal	Amends WLEP 2011 to rezone the identified land and RE2 Private Recreation to R2 Low Density Residential and apply a 600 square metre minimum lot size control on the Lot Size Map	20-24 Tralee Avenue, Killarney Heights Lot 1 DP 879900



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

**Warringah Development Control Plan 2011**

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

2. *Zoning and land use under relevant LEPs*

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

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

**LEP - Land zoned R2 Low Density Residential**

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

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

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

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

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

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

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

**No**

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

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

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

**No**

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

**No**

2.2 *Draft Local Environmental Plan – if any*

**Please refer to the table in Question 1.2.**

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



3. *Complying development*

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

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

---

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4A. *Information relating to beaches and coasts*

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

**No**



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

**No**

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

**No**

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

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

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

**No**

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

**No**

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

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

**No**

*(b) any environmental planning instrument*

**No**

*(c) any resolution of Council.*

**No**

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

*(a) as adopted by Council*

**Land Slip Risk Area C**

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

**No**

**7A. Flood related development controls information**

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

**No**

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

**No**



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

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

**No**

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

**Warringah Section 94A Development Contributions Plan 2014 (adopted 24 June 2014 effective 1 July 2014). Please contact Council's Customer Service Counter for more information.**

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

**No**

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

**No**

11. Bush Fire Prone Land

**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.



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

**No**

*For what period is the certificate current?*

**Not Applicable**

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

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

**No**

18. Paper subdivision information

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

**Not applicable**

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

**Not applicable**

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

19. Site verification certificates

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

**No**

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

**Not applicable**

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

**Not applicable**

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

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

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

**No**

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

**No**

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

**No**

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



**No**

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

**No**

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



**Disclaimer**

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

---

for Rik Hart  
GENERAL MANAGER  
WARRINGAH COUNCIL



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

Clause 1.1 of the Section 149(2) Certificate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

**STATE ENVIRONMENTAL PLANNING POLICY (Building Sustainability Index: BASIX) 2004** - Gazetted 25.06.2004. The aim of the policy is to encourage sustainable residential development (*the BASIX scheme*), specifically to achieve a reduction in the consumption of water and reduction in energy use leading to less green house gas emissions.

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

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

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

**STATE ENVIRONMENTAL PLANNING POLICY (MAJOR PROJECTS) 2005**

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

**STATE ENVIRONMENTAL PLANNING POLICY (Sydney Region Growth Centres) 2006**

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

**STATE ENVIRONMENTAL PLANNING POLICY (INFRASTRUCTURE) 2007**

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

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

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

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

Gazetted: 12.12.2008 – Commenced 27.02.2009

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

**STATE ENVIRONMENTAL PLANNING POLICY (AFFORDABLE RENTAL HOUSING) 2009**

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



**EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011**

**Zone R2 Low Density Residential**

**1 Objectives of zone**

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

**2 Permitted without consent**

Home-based child care; Home occupations

**3 Permitted with consent**

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

**4 Prohibited**

Any development not specified in item 2 or 3

# SEWERAGE SERVICE DIAGRAM

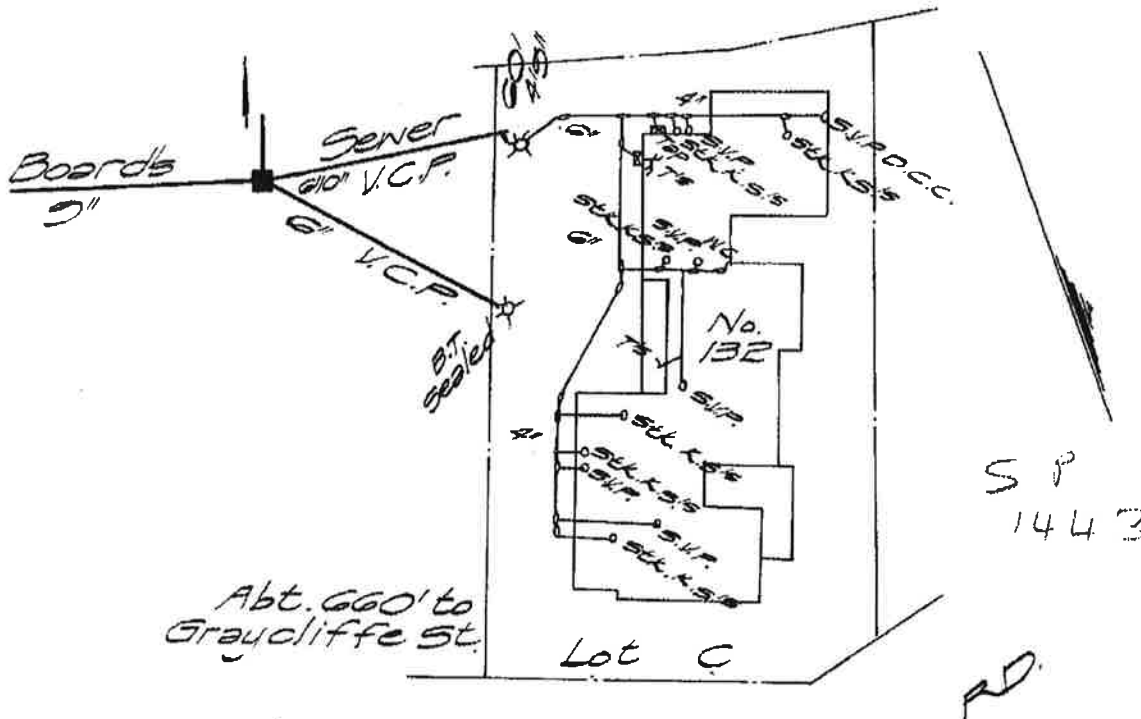
Municipality of *Narringah* No. *410144*

- |  |  |   |
|--|--|---|
| <ul style="list-style-type: none"> <li><input type="checkbox"/> Boundary Trap</li> <li><input type="checkbox"/> Pit</li> <li><input type="checkbox"/> G.I. Grease Interceptor</li> <li><input type="checkbox"/> Gully</li> <li><input type="checkbox"/> P.T. P. Trap</li> <li><input type="checkbox"/> R.S. Reflux Sink</li> </ul> | <p style="text-align: center;"><b>SYMBOLS AND ABBREVIATIONS</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> R.V. Reflux Valve</li> <li><input type="checkbox"/> VERT. Vertical Pipe</li> <li><input type="checkbox"/> V.P. Vent. Pipe</li> <li><input type="checkbox"/> S.V.P. Soil Vent. Pipe</li> <li><input type="checkbox"/> D.C.C. Down Cast Cowl</li> <li><input type="checkbox"/> C.E. Cleaning Eye</li> <li><input type="checkbox"/> I.P. Induct Pipe</li> <li><input type="checkbox"/> M.F. Mica Flap</li> <li><input type="checkbox"/> T. Tubs</li> <li><input type="checkbox"/> K.S. Kitchen Sink</li> <li><input type="checkbox"/> W.C. Water Closer</li> <li><input type="checkbox"/> B.W. Bath Waste</li> </ul> | <ul style="list-style-type: none"> <li><input type="checkbox"/> Basin</li> <li><input type="checkbox"/> Shr. Shower</li> <li><input type="checkbox"/> W.I.P. Wrought Iron Pipe</li> <li><input type="checkbox"/> C.I.P. Cast Iron Pipe</li> <li><input type="checkbox"/> F.W. Floor Waste</li> <li><input type="checkbox"/> W.M. Washing Machine</li> </ul> |
|--|--|---|

SCALE: 40 FEET TO AN INCH.

**SEWER AVAILABLE**

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



QUEENSLIFF

RATE No. \_\_\_\_\_ W.C.s \_\_\_\_\_ U.C.s \_\_\_\_\_ 19\_\_\_\_

SHEET No. 3247 OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

DRAINAGE			PLUMBING		
<u>W.C.</u>	Supervised by _____	Date _____	BRANCH OFFICE	Supervised by _____	Date _____
<u>Bth</u>	Examined by Inspector _____	_____	Date _____	Inspector _____	_____
<u>Shr</u>		_____	Outfall _____		_____
<u>Bas.</u>	Chief Inspector _____	_____	Drainer _____	5-845	
<u>K.S.</u>		_____	Plumber _____	729 652	
<u>T.</u>	Tracing Checked _____	_____	Boundary Trap is/is not required	841 494	
<u>Pig.</u>		_____			
<u>Dge. Int.</u>					
<u>Dge. Ext.</u>					

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