

# Contract for the sale and purchase of land 2016 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent		phone fax mob
vendor	<b>Marijo Bradley</b> 85 Richard Road, Scotland Island NSW 2105	
vendor's solicitor		Phone Fax DX
date for completion	<b>42nd day after the contract date (clause 15)</b>	
land(address, plan details and title reference)	<b>85 Richard Road, Scotland Island NSW 2105</b> Registered Plan: Deposited Plan 12749	Folio Identifier <b>8/12749</b>
improvements attached copies	<input checked="" type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> HOUSE documents in the List of Documents as marked 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	<input checked="" type="checkbox"/> blinds	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> TV antenna	<input checked="" type="checkbox"/> range hood	<input checked="" type="checkbox"/> insect screens
	<input checked="" type="checkbox"/> clothes line			
exclusions				
purchaser				
purchaser's solicitor			Phone Phone Fax	
price	\$			
deposit	\$		(10% of the price, unless otherwise stated)	
balance	\$			
contract date			(if not stated, the date this contract was made)	
buyer's agent				

<b>vendor</b> _____		<b>witness</b> _____
<b>purchaser</b> _____		<b>witness</b> _____

☐ JOINT TENANTS   
 ☐ tenants in common   
 ☐ in unequal shares

## Choices

vendor agrees to accept a **deposit-bond** (clause 3)  
**proposed electronic transaction** (clause 30)

☒ NO ☐ yes  
☒ NO ☐ yes

## 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)

<b>HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address and telephone number</b>
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## List of Documents

## General

- ☒ 1 property certificate for the land  
☒ 2 plan of the land  
☐ 3 unregistered plan of the land  
☐ 4 plan of land to be subdivided  
☐ 5 document that is to be lodged with a relevant plan  
☒ 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)  
☒ 7 section 149(5) information included in that certificate  
☐ 8 service location diagram (pipes)  
☐ 9 sewerage service diagram (property sewerage diagram)  
☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract  
☐ 11 section 88G certificate (positive covenant)  
☐ 12 survey report  
☐ 13 building certificate given under *legislation*  
☐ 14 insurance certificate (Home Building Act 1989)  
☐ 15 brochure or warning (Home Building Act 1989)  
☐ 16 lease (with every relevant memorandum or variation)  
☐ 17 other document relevant to tenancies  
☐ 18 old system document  
☐ 19 Crown purchase statement of account  
☐ 20 building management statement  
☐ 21 form of requisitions  
☐ 22 *clearance certificate*  
☐ 23 land tax certificate

## Swimming Pools Act 1992

- ☐ 24 certificate of compliance  
☐ 25 evidence of registration  
☐ 26 relevant occupation certificate  
☐ 27 certificate of non-compliance  
☐ 28 detailed reasons of non-compliance

## Strata or community title (clause 23 of the contract)

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

## Other

- ☒ 52 waterfront licence LI 450592  
☒ 53 deed dated 30 March 2009  
☒ 54 survey sketch dated 4 April 2008

## **WARNING— SWIMMING POOLS**

An owner of a 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.

## **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.

## WARNINGS

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

Australian Taxation Office  
Council

County Council

Department of Planning and Environment

Department of Primary Industries

East Australian Pipeline Limited

Electricity and gas authority

Land & Housing Corporation

Local Land Services

Mine Subsidence Board

NSW Department of Education

NSW Fair Trading

NSW Public Works

Office of Environment and Heritage

Owner of adjoining land

Privacy

Roads and Maritime Services

Telecommunications authority

Transport for NSW

Water, sewerage or drainage authority

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is \$2 million or more, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

## 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 Model and Guidelines).

## AUCTIONS

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

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>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<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>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the TA Act, that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<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 s4 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>remittance amount</i>	the lesser of 10% of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<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 – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<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>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the TA Act;
<i>within</i>	in relation to a period, at any time before or during the period; and
<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 (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 16B of the Swimming Pools Regulation 2008).

## 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 by giving cash (up to \$2,000) or by unconditionally giving 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 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *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*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

**3 Deposit-bond**

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

**4 Transfer**

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

**5 Requisitions**

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

**6 Error or misdescription**

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

**7 Claims by purchaser**

- The purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and

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

## 8 Vendor's rights and obligations

### 8.1 The vendor can *rescind* if –

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

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

- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage or writ).

- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act*.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment, pay an expense of another party or pay an amount payable by or to a third party (for example, under clauses 14 or 20,) –
- 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 date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *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 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **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 a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less:
- any deposit paid;
  - if clause 31 applies, the *remittance amount*; and
  - any amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by 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 prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

**19 Rescission of contract**

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

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's* *solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's* *solicitor* (apart from a direction under clause 4.3);
  - 20.6.2 served if it is served by the *party* or the *party's* *solicitor*;
  - 20.6.3 served if it is served on the *party's* *solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 served if it is served in any manner provided in 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, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* includes a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 and 2) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 Normally, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

**23 Strata or community title**

- 23.1 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 s109 Strata Schemes Management Act 1996 or s26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision.

- 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 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

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

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

- 25.1 This clause applies only if the land (or part of it) –
  - 25.1.1 is under qualified, limited or old system title; or
  - 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 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 date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

**29 Conditional contract**

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

**30 Electronic transaction**

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*; and
- 30.1.2 the purchaser serves a notice that it is an *electronic transaction* within 14 days of the contract date.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* serves a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party*'s own costs;
- associated with the agreement under clause 30.1; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 normally, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;

- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after receipt of the purchaser's notice under clause 30.1.2; and
  - before the receipt of a notice given under clause 30.2;
- is taken to have been received by that *party* at the time determined by s13A of the Electronic Transactions Act 2000; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 Normally, the vendor must *within 7 days* of receipt of the notice under clause 30.1.2 –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion; and
- 30.9.2 the vendor must populate the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 30.10.2 all certifications required by the ECNL are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 16.8, 16.12, 16.13, 31.2.2 and 31.2.3 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 normally, the *parties* must choose that financial settlement not occur; however

30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –

- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.

30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

30.15.1 holds them on completion in escrow for the benefit of, and

30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>certificate of title</i>	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
<i>completion time</i>	the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ENCL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

### 31 Foreign Resident Capital Gains Withholding

31.1 This clause applies to contracts made on or after 1 July 2016 but only if –

31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and

31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

31.2.1 at least 5 days before the date for completion, serve evidence of the purchaser's submission of a purchaser payment notification to the Australian Taxation Office;

31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

31.2.4 serve evidence of receipt of payment of the *remittance amount*.

31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.

31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.

31.5 If the vendor serves a *clearance certificate* in respect of every vendor, clauses 31.2 and 31.3 do not apply.

# LLB SEARCHING

G.P.O.Box 4519, Sydney NSW 2000. Phone: 02 9232 8300

<http://www.llbsearching.com.au>

Note: Information contained in this document is provided by GlobalX Information Pty Ltd (ABN 99 073 436 414)  
[www.globalx.com.au](http://www.globalx.com.au) an approved broker.

## LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 8/12749

SEARCH DATE	TIME	EDITION NO	DATE
13/10/2016	10:41 AM	4	17/4/2009

### LAND

LOT 8 IN DEPOSITED PLAN 12749  
LOCAL GOVERNMENT AREA NORTHERN BEACHES  
PARISH OF NARRABEEN COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP12749

### FIRST SCHEDULE

MARIJO BRADLEY (T AE615852)

### SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 C270719 COVENANT
- 3 AE615853 MORTGAGE TO BENDIGO AND ADELAIDE BANK LIMITED

### NOTATIONS

NOTE: THIS FOLIO MAY BE ASSOCIATED WITH A CROWN TENURE WHICH IS  
SUBJECT TO PAYMENT OF AN ANNUAL RENT. FOR FURTHER DETAILS CONTACT  
THE LOCAL CROWN LANDS OFFICE AT METROPOLITAN  
UNREGISTERED DEALINGS: NIL

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

Dobes & Andrews

PRINTED ON 13/10/2016

GlobalX Information Services Pty Ltd (ABN 99 073 436 414) 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.

\* 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.**

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100 31 3 27/1934

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900)

1307340

1307340

0270719

FEES—  
Lodgment ... 12/6  
Enrolment ...  
Certificate ...

(Trusts must not be disclosed in the transfer)

**SCOTLAND ISLAND ESTATES LIMITED** a Company duly incorporated

(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 **TWO HUNDRED AND FIFTY - FIVE POUNDS**

(£255.0.0). (the receipt whereof is hereby acknowledged) paid to it by

**FANNY HASSALL** Wife of Thomas Hassall of Turramurra near Sydney in the State of New South Wales Shopkeeper

(herein called transferee )

do hereby transfer to the said transferee

All such its Estate and Interest in ALL THE land mentioned in the schedule following:—

(c)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	Cumberland	Narrabeen	part-Certificate of Title and being Lot Eight as shown on Deposited Plan No. 12749	3898	58

And the transferee covenants with the transferor That there shall not be erected on the said Lot any main building of a cost and value of less than Three hundred and fifty pounds (£350) and that there shall not be erected on the said Lot any boat shed of a cost and value of less than one hundred Pounds (£100).

The land subject to the burden of this covenant is the land hereby transferred.

The land to which the benefit of this covenant is intended to be appurtenant is the land shown on the said deposited plan other than the land hereby transferred.

The person by whom or with whose consent this covenant may be released varied or modified is the said Transferor.)

ENCUMBRANCES, &c., REFERRED TO.

Signed at Sydney the twenty sixth day of July 1934

Signed in my presence by the transferor  
THE COMMON SEAL OF SCOTLAND  
WHO IS PERSONALLY KNOWN TO ME  
ISLAND ESTATES LIMITED was hereto

affixed on the twenty sixth day

of July one thousand nine hundred and thirty-four in the presence of

**H. Noonan**  
SECRETARY

**H. J. Patrick**  
Transferor  
**W. D. Duckett**  
Directors

Signed in my presence by the transferee  
WHO IS PERSONALLY KNOWN TO ME

**Fanny Hassall**  
Transferee

\* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by Transferor or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm. No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

## CONSENT OF MORTGAGEE.

I, Garrett Whistler & Partners mortgagee under Mortgage No.                      release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at this day of 19 }  
Signed in my presence by }  
who is personally known to me. } Mortgagee

## MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No.                      Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at                      the                      day of                      19                       
Signed at the place and on the date above mentioned, in the presence of—

## FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me at                     , the                      day of                     , one thousand nine hundred and thirty                      the attesting witness to this instrument, and declared that he personally knew                      the person signing the same, and whose signature thereto he has attested; and, that the name purporting to be such signature of the said                      is                      own handwriting, and that                      he was of sound mind and freely and voluntarily signed the same.

This form is not appropriate in cases of delegation by trustees.

Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

## MEMORANDUM OF TRANSFER of

Acres                      rods 25 1/2 perches.  
Lot 8 & 9 12749 Richard Road on  
Scotland Island (Subject to Covenant)  
Shire  
Municipality Warringah  
Parish Narrabeen County                     

Fanny Hassall Transferee.

Particulars entered in Register Book, Vol. 298 Fol. 58

## DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, etc.

the 15<sup>th</sup> day of August 1934  
at                      minutes 4 o'clock in the afternoon

Roy W. Wilson  
Registrar-General

## PROGRESS RECORD.

	Sent	Received
Sent to Survey Branch	<u>29</u>	<u>7/1</u>
Received from Records	<u>29</u>	<u>7/1</u>
Draft written	<u>29</u>	<u>7/1</u>
Draft examined	<u>29</u>	<u>7/1</u>
Diagram prepared	<u>29</u>	<u>7/1</u>
Diagram examined	<u>29</u>	<u>7/1</u>
Draft forwarded	<u>29</u>	<u>7/1</u>
Supt. of Engrossers	<u>29</u>	<u>7/1</u>
Cancellation Clerk	<u>29</u>	<u>7/1</u>
VOL. <u>4643</u> FOL. <u>108</u>		
Diagram Fees		
Additional Folios		

The parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferee may take out a new Certificate for the residue.



AMENDMENTS OR ADDITIONS NOTED ON PLAN  
IN REGISTRAR GENERAL'S OFFICE.

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 27th day of March, 1980.

Note - All original marks found.

Permanent Marks are concrete blocks unless otherwise stated  
any restrictive covenants if any, will be embodied in transfers of the lots  
which it is intended to discharge all new streets to the Public

Datum Line of Azimuth AB.  
Date of Survey June 1923.

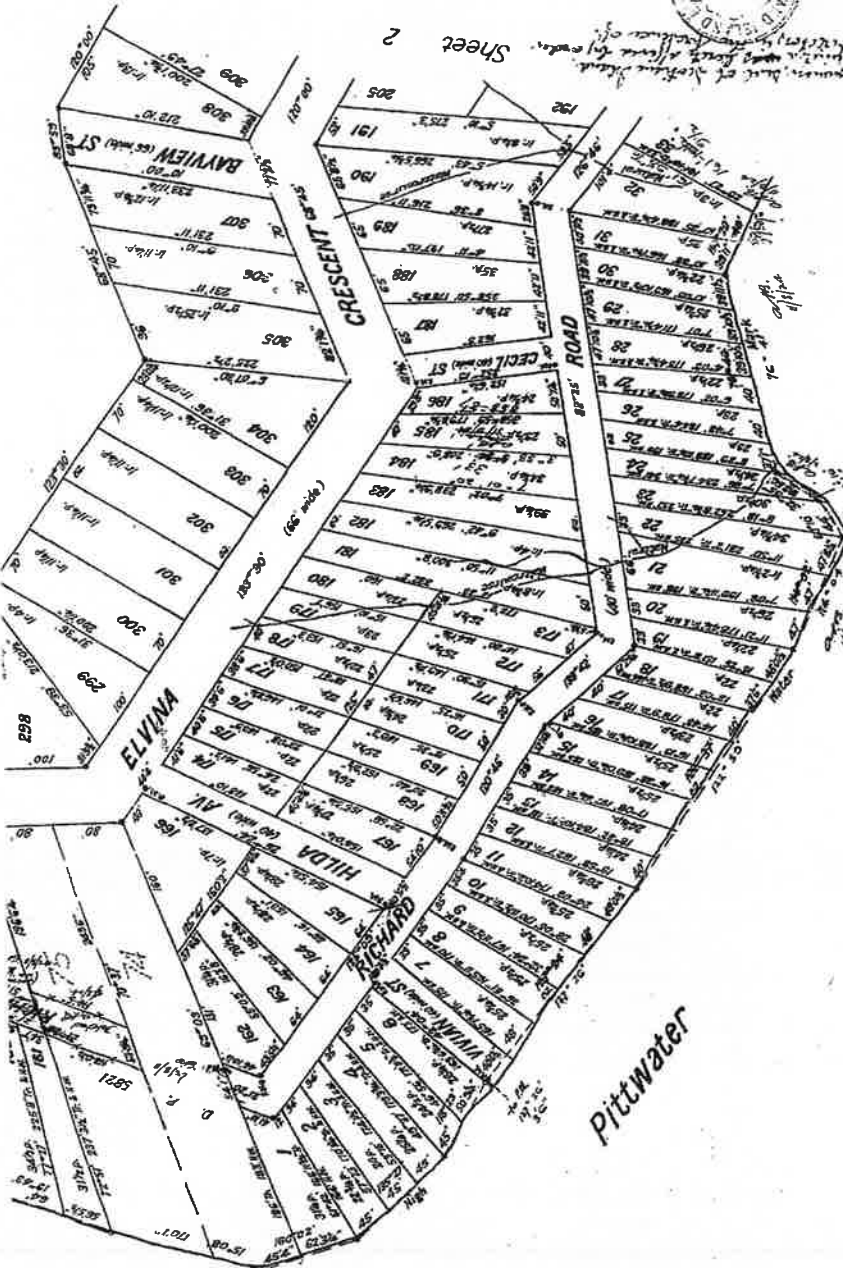
Lot	Area	Lot	Area
1	0.00	29	0.00
2	0.00	30	0.00
3	0.00	31	0.00
4	0.00	32	0.00
5	0.00	33	0.00
6	0.00	34	0.00
7	0.00	35	0.00
8	0.00	36	0.00
9	0.00	37	0.00
10	0.00	38	0.00
11	0.00	39	0.00
12	0.00	40	0.00
13	0.00	41	0.00
14	0.00	42	0.00

Subscribed and declared before me at Sydney  
this 31<sup>st</sup> day of April A.D. 1924.

*[Signature]*  
J.P.

The Common Seal of The Union Trusts Company of  
Australia Limited was here to affixed by order of  
the Director in the presence of  
*[Signature]* Director  
*[Signature]* Manager

*[Signature]*  
J.P.



The Seal of the Municipality of  
Council was here to affixed  
this 10<sup>th</sup> day of July 1924  
in presence of a roadmaster  
effect passed by the Council  
on 7<sup>th</sup> July 1924  
*[Signature]*  
Council Clerk

Covered by Sh. 72 Clerk's Certificate  
11<sup>th</sup> 1924 9 11<sup>th</sup> July 1924

I, Alex Lechin Busby of Sydney, Licensed Surveyor, specially licensed under the  
Real Property Act, do hereby solemnly and sincerely declare that the boundaries and  
marks shown in this plan are correct for the purposes of the said Act, and that the survey of  
this land to which the plan relates has been made under my immediate supervision and I  
make this solemn declaration conscientiously believing the same to be true, and by virtue of  
the provisions of the Oaths Act 1900.

*[Signature]*  
Alex Lechin Busby

Licensed Surveyor.

*[Signature]*  
Douglas Robinson

Shire of Warringham

B.104987.17.7.94.

(3 Sheets)

# PLAN

of subdivision of

ON SCOTLAND ISLAND

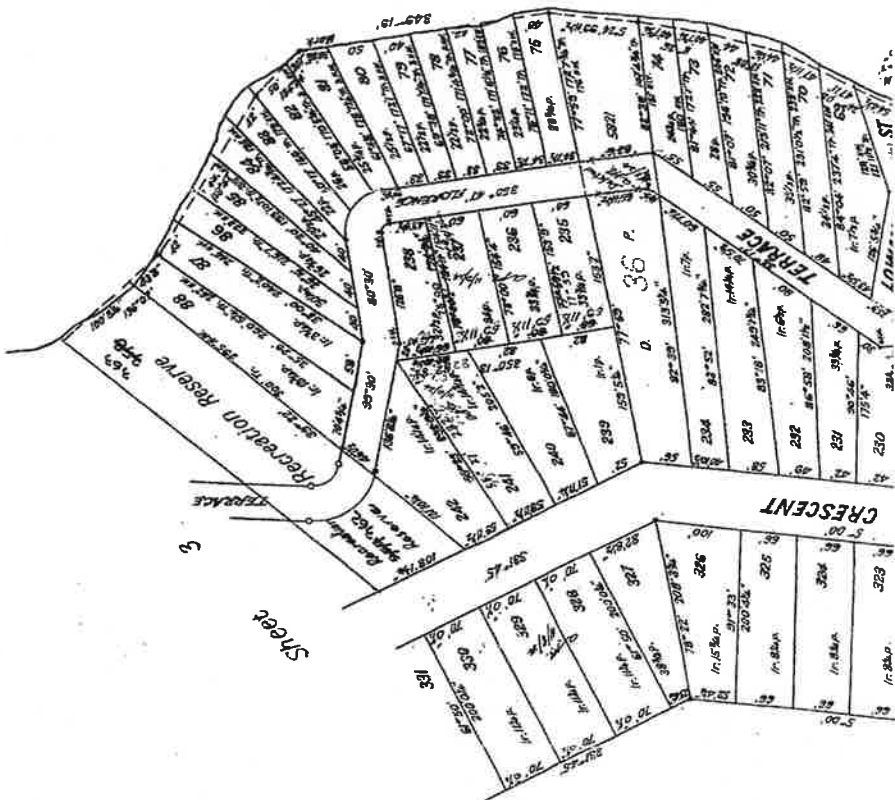
Scale 100 feet to an inch.

Sheet 2 of 3

DP 12749

Reference to Gazette

Lot	Surface Area	Original
61	12.44	12.44
62	12.44	12.44
63	12.44	12.44
64	12.44	12.44
65	12.44	12.44
66	12.44	12.44
67	12.44	12.44
68	12.44	12.44
69	12.44	12.44
70	12.44	12.44
71	12.44	12.44
72	12.44	12.44
73	12.44	12.44
74	12.44	12.44
75	12.44	12.44
76	12.44	12.44
77	12.44	12.44
78	12.44	12.44
79	12.44	12.44
80	12.44	12.44
81	12.44	12.44
82	12.44	12.44
83	12.44	12.44
84	12.44	12.44
85	12.44	12.44
86	12.44	12.44
87	12.44	12.44
88	12.44	12.44
89	12.44	12.44
90	12.44	12.44
91	12.44	12.44
92	12.44	12.44
93	12.44	12.44
94	12.44	12.44
95	12.44	12.44
96	12.44	12.44
97	12.44	12.44
98	12.44	12.44
99	12.44	12.44
100	12.44	12.44



Elizabeth Park

AMENDMENTS OR ADDITIONS NOTED ON PLAN  
IN REGISTRAR GENERAL'S OFFICE.

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 27th day of March, 1980.

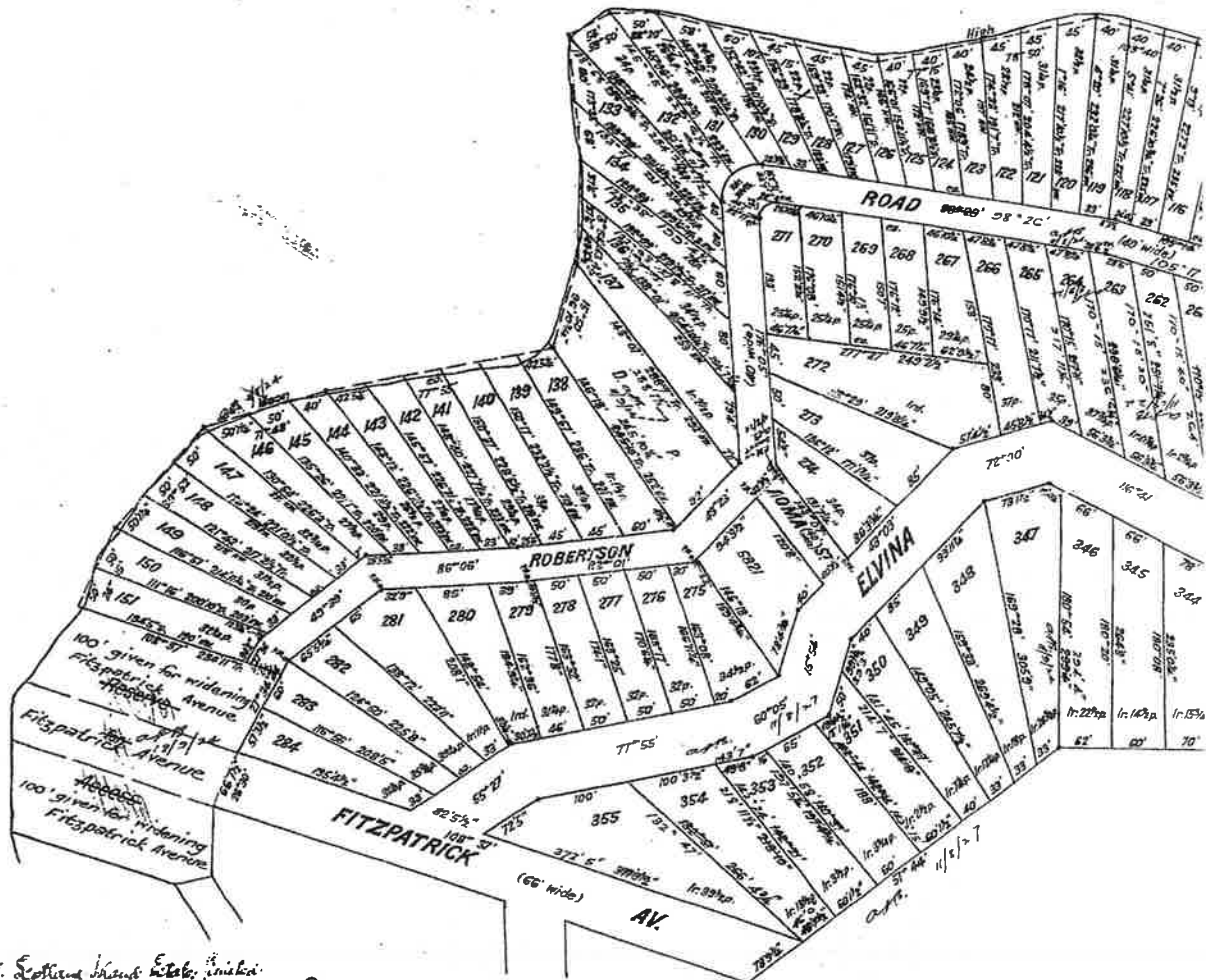


Shire of Warringah

B.104987.17.7.24  
3 Sheets

PLAN  
of subdivision of  
ON SCOTLAND ISLAND

Scale 100 feet to an inch.



Subdivision of Scotland Island Estate, which  
(was) made official by order of the Director,  
the 17th day of March, 1980.

W. Fitzpatrick  
Att. Director

Stewart

Sheet

The Division of the Union Trustee Company  
of Australia Limited was hereby effected by  
order of the Directors in the presence of  
W. Fitzpatrick, Chairman  
A. C. Gordon, Director  
Manager

DP 12749 sht 3 of 3 shts

Douglas Whitaker

AMENDMENTS OR ADDITIONS NOTED ON PLAN  
IN REGISTRAR GENERAL'S OFFICE.

I, Bruce Richard Davies, Registrar General for New South Wales, certify  
that this negative is a photograph made as a permanent record of a  
document in my custody this 27th day of March, 1980.

**Offset**

Line	From	To	Offset
1	100	101	100
2	101	102	101
3	102	103	102
4	103	104	103
5	104	105	104
6	105	106	105
7	106	107	106
8	107	108	107
9	108	109	108
10	109	110	109
11	110	111	110
12	111	112	111
13	112	113	112
14	113	114	113
15	114	115	114
16	115	116	115
17	116	117	116
18	117	118	117
19	118	119	118
20	119	120	119
21	120	121	120
22	121	122	121
23	122	123	122
24	123	124	123
25	124	125	124
26	125	126	125
27	126	127	126
28	127	128	127
29	128	129	128
30	129	130	129
31	130	131	130
32	131	132	131
33	132	133	132
34	133	134	133
35	134	135	134
36	135	136	135
37	136	137	136
38	137	138	137
39	138	139	138
40	139	140	139
41	140	141	140
42	141	142	141
43	142	143	142
44	143	144	143
45	144	145	144
46	145	146	145
47	146	147	146
48	147	148	147
49	148	149	148
50	149	150	149
51	150	151	150
52	151	152	151
53	152	153	152
54	153	154	153
55	154	155	154
56	155	156	155
57	156	157	156
58	157	158	157
59	158	159	158
60	159	160	159
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62	161	162	161
63	162	163	162
64	163	164	163
65	164	165	164
66	165	166	165
67	166	167	166
68	167	168	167
69	168	169	168
70	169	170	169
71	170	171	170
72	171	172	171
73	172	173	172
74	173	174	173
75	174	175	174
76	175	176	175
77	176	177	176
78	177	178	177
79	178	179	178
80	179	180	179
81	180	181	180
82	181	182	181
83	182	183	182
84	183	184	183
85	184	185	184
86	185	186	185
87	186	187	186
88	187	188	187
89	188	189	188
90	189	190	189
91	190	191	190
92	191	192	191
93	192	193	192
94	193	194	193
95	194	195	194
96	195	196	195
97	196	197	196
98	197	198	197
99	198	199	198
100	199	200	199

**Water**

**Sheet 2**

**Seal of the Warrington Shire Council**

The Seal of the Warrington Shire Council was hereby affixed this 10th day of July, 1924.

**water, Boumpany**

**affixed by**

Offset Areas					
Case	Area	Est	Est	Est	Area
89	0.00%	77	0.00%	83	0.01
90	0.1%	112	0.00%	154	0.00
91	0.00%	118	0.00	135	0.01
92	0.00%	84	0.00%	136	0.00
93	0.00%	85	0.1%	97	0.01
94	0.00%	116	0.00%	138	0.00%
95	0.00%	117	0.00%	139	0.01
96	0.00%	118	0.00%	140	0.00
97	0.00%	119	0.00%	141	0.00%
98	0.00%	120	0.1%	142	0.00%
99	0.1%	121	0.00%	143	0.00
100	0.00%	122	0.00%	144	0.01
101	0.00%	123	0.00%	145	0.00
102	0.00%	124	0.00%	146	0.1%
103	0.00%	125	0.00%	147	0.1%
104	0.00%	126	0.00%	148	0.00
105	0.00%	127	0.00%	149	0.00%
106	0.00%	128	0.00%	150	0.00
107	0.01	129	0.1%	151	0.00%
108	0.00%	130	0.00%	152	0.00
109	0.00%	131	0.00%	153	0.00%
110	0.1%	132	0.01	154	0.00%

*Elizabeth Park*

water company  
affixed by  
presence of  
lawrence  
rector  
manager

The Seal of the Warrington Shire  
Council was hereby affixed this  
10<sup>th</sup> day of July 1924,  
pursuant to a resolution to that  
effect passed by the Council on  
7<sup>th</sup> July 1924  
Arthur G. Carr  
President  
Shire Clerk

Covered by Shirie Clark's Certificate 11<sup>th</sup> 474  
of July 11<sup>th</sup> 1924

*Alec T. Busby*  
Licensed Surveyor.

AMENDMENTS OR ADDITIONS NOTED ON PLAN  
IN REGISTRAR GENERAL'S OFFICE.

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 27th day of March, 1960.

CONVERSION TABLE ADDED IN  
REGISTER GENERAL'S DEPARTMENT

DP 12749 SH 2/3 CONTD

FEET INCHES	METRES	FEET INCHES	METRES
10 1/2	2.667	10 1/2	2.667
10 3/4	2.714	10 3/4	2.714
11	2.743	11	2.743
11 1/4	2.896	11 1/4	2.896
11 1/2	2.927	11 1/2	2.927
11 3/4	2.967	11 3/4	2.967
12	3.048	12	3.048
12 1/4	3.125	12 1/4	3.125
12 1/2	3.151	12 1/2	3.151
12 3/4	3.191	12 3/4	3.191
13	3.281	13	3.281
13 1/4	3.354	13 1/4	3.354
13 1/2	3.380	13 1/2	3.380
13 3/4	3.430	13 3/4	3.430
14	3.505	14	3.505
14 1/4	3.578	14 1/4	3.578
14 1/2	3.604	14 1/2	3.604
14 3/4	3.654	14 3/4	3.654
15	3.745	15	3.745
15 1/4	3.818	15 1/4	3.818
15 1/2	3.844	15 1/2	3.844
15 3/4	3.894	15 3/4	3.894
16	3.961	16	3.961
16 1/4	4.034	16 1/4	4.034
16 1/2	4.060	16 1/2	4.060
16 3/4	4.110	16 3/4	4.110
17	4.267	17	4.267
17 1/4	4.340	17 1/4	4.340
17 1/2	4.366	17 1/2	4.366
17 3/4	4.416	17 3/4	4.416
18	4.573	18	4.573
18 1/4	4.646	18 1/4	4.646
18 1/2	4.672	18 1/2	4.672
18 3/4	4.722	18 3/4	4.722
19	4.879	19	4.879
19 1/4	4.952	19 1/4	4.952
19 1/2	4.978	19 1/2	4.978
19 3/4	5.028	19 3/4	5.028
20	5.185	20	5.185
20 1/4	5.258	20 1/4	5.258
20 1/2	5.284	20 1/2	5.284
20 3/4	5.334	20 3/4	5.334
21	5.491	21	5.491
21 1/4	5.564	21 1/4	5.564
21 1/2	5.590	21 1/2	5.590
21 3/4	5.640	21 3/4	5.640
22	5.797	22	5.797
22 1/4	5.870	22 1/4	5.870
22 1/2	5.896	22 1/2	5.896
22 3/4	5.946	22 3/4	5.946
23	6.103	23	6.103
23 1/4	6.176	23 1/4	6.176
23 1/2	6.202	23 1/2	6.202
23 3/4	6.252	23 3/4	6.252
24	6.409	24	6.409
24 1/4	6.482	24 1/4	6.482
24 1/2	6.508	24 1/2	6.508
24 3/4	6.558	24 3/4	6.558
25	6.715	25	6.715
25 1/4	6.788	25 1/4	6.788
25 1/2	6.814	25 1/2	6.814
25 3/4	6.864	25 3/4	6.864
26	7.021	26	7.021
26 1/4	7.094	26 1/4	7.094
26 1/2	7.120	26 1/2	7.120
26 3/4	7.170	26 3/4	7.170
27	7.327	27	7.327
27 1/4	7.400	27 1/4	7.400
27 1/2	7.426	27 1/2	7.426
27 3/4	7.476	27 3/4	7.476
28	7.633	28	7.633
28 1/4	7.706	28 1/4	7.706
28 1/2	7.732	28 1/2	7.732
28 3/4	7.782	28 3/4	7.782
29	7.939	29	7.939
29 1/4	8.012	29 1/4	8.012
29 1/2	8.038	29 1/2	8.038
29 3/4	8.088	29 3/4	8.088
30	8.245	30	8.245
30 1/4	8.318	30 1/4	8.318
30 1/2	8.344	30 1/2	8.344
30 3/4	8.394	30 3/4	8.394
31	8.551	31	8.551
31 1/4	8.624	31 1/4	8.624
31 1/2	8.650	31 1/2	8.650
31 3/4	8.700	31 3/4	8.700
32	8.857	32	8.857
32 1/4	8.930	32 1/4	8.930
32 1/2	8.956	32 1/2	8.956
32 3/4	9.006	32 3/4	9.006
33	9.163	33	9.163
33 1/4	9.236	33 1/4	9.236
33 1/2	9.262	33 1/2	9.262
33 3/4	9.312	33 3/4	9.312
34	9.469	34	9.469
34 1/4	9.542	34 1/4	9.542
34 1/2	9.568	34 1/2	9.568
34 3/4	9.618	34 3/4	9.618
35	9.775	35	9.775
35 1/4	9.848	35 1/4	9.848
35 1/2	9.874	35 1/2	9.874
35 3/4	9.924	35 3/4	9.924
36	10.081	36	10.081
36 1/4	10.154	36 1/4	10.154
36 1/2	10.180	36 1/2	10.180
36 3/4	10.230	36 3/4	10.230
37	10.387	37	10.387
37 1/4	10.460	37 1/4	10.460
37 1/2	10.486	37 1/2	10.486
37 3/4	10.536	37 3/4	10.536
38	10.693	38	10.693
38 1/4	10.766	38 1/4	10.766
38 1/2	10.792	38 1/2	10.792
38 3/4	10.842	38 3/4	10.842
39	11.000	39	11.000
39 1/4	11.073	39 1/4	11.073
39 1/2	11.099	39 1/2	11.099
39 3/4	11.149	39 3/4	11.149
40	11.306	40	11.306
40 1/4	11.379	40 1/4	11.379
40 1/2	11.405	40 1/2	11.405
40 3/4	11.455	40 3/4	11.455
41	11.612	41	11.612
41 1/4	11.685	41 1/4	11.685
41 1/2	11.711	41 1/2	11.711
41 3/4	11.761	41 3/4	11.761
42	11.918	42	11.918
42 1/4	11.991	42 1/4	11.991
42 1/2	12.017	42 1/2	12.017
42 3/4	12.067	42 3/4	12.067
43	12.224	43	12.224
43 1/4	12.297	43 1/4	12.297
43 1/2	12.323	43 1/2	12.323
43 3/4	12.373	43 3/4	12.373
44	12.530	44	12.530
44 1/4	12.603	44 1/4	12.603
44 1/2	12.629	44 1/2	12.629
44 3/4	12.679	44 3/4	12.679
45	12.836	45	12.836
45 1/4	12.909	45 1/4	12.909
45 1/2	12.935	45 1/2	12.935
45 3/4	12.985	45 3/4	12.985
46	13.142	46	13.142
46 1/4	13.215	46 1/4	13.215
46 1/2	13.241	46 1/2	13.241
46 3/4	13.291	46 3/4	13.291
47	13.448	47	13.448
47 1/4	13.521	47 1/4	13.521
47 1/2	13.547	47 1/2	13.547
47 3/4	13.597	47 3/4	13.597
48	13.754	48	13.754
48 1/4	13.827	48 1/4	13.827
48 1/2	13.853	48 1/2	13.853
48 3/4	13.903	48 3/4	13.903
49	14.060	49	14.060
49 1/4	14.133	49 1/4	14.133
49 1/2	14.159	49 1/2	14.159
49 3/4	14.209	49 3/4	14.209
50	14.366	50	14.366
50 1/4	14.439	50 1/4	14.439
50 1/2	14.465	50 1/2	14.465
50 3/4	14.515	50 3/4	14.515
51	14.672	51	14.672
51 1/4	14.745	51 1/4	14.745
51 1/2	14.771	51 1/2	14.771
51 3/4	14.821	51 3/4	14.821
52	14.978	52	14.978
52 1/4	15.051	52 1/4	15.051
52 1/2	15.077	52 1/2	15.077
52 3/4	15.127	52 3/4	15.127
53	15.284	53	15.284
53 1/4	15.357	53 1/4	15.357
53 1/2	15.383	53 1/2	15.383
53 3/4	15.433	53 3/4	15.433
54	15.590	54	15.590
54 1/4	15.663	54 1/4	15.663
54 1/2	15.689	54 1/2	15.689
54 3/4	15.739	54 3/4	15.739
55	15.896	55	15.896
55 1/4	15.969	55 1/4	15.969
55 1/2	15.995	55 1/2	15.995
55 3/4	16.045	55 3/4	16.045
56	16.202	56	16.202
56 1/4	16.275	56 1/4	16.275
56 1/2	16.301	56 1/2	16.301
56 3/4	16.351	56 3/4	16.351
57	16.508	57	16.508
57 1/4	16.581	57 1/4	16.581
57 1/2	16.607	57 1/2	16.607
57 3/4	16.657	57 3/4	16.657
58	16.814	58	16.814
58 1/4	16.887	58 1/4	16.887
58 1/2	16.913	58 1/2	16.913
58 3/4	16.963	58 3/4	16.963
59	17.120	59	17.120
59 1/4	17.193	59 1/4	17.193
59 1/2	17.219	59 1/2	17.219
59 3/4	17.269	59 3/4	17.269
60	17.426	60	17.426
60 1/4	17.499	60 1/4	17.499
60 1/2	17.525	60 1/2	17.525
60 3/4	17.575	60 3/4	17.575
61	17.732	61	17.732
61 1/4	17.805	61 1/4	17.805
61 1/2	17.831	61 1/2	17.831
61 3/4	17.881	61 3/4	17.881
62	18.038	62	18.038
62 1/4	18.111	62 1/4	18.111
62 1/2	18.137	62 1/2	18.137
62 3/4	18.187	62 3/4	18.187
63	18.344	63	18.344
63 1/4	18.417	63 1/4	18.417
63 1/2	18.443	63 1/2	18.443
63 3/4	18.493	63 3/4	18.493
64	18.650	64	18.650
64 1/4	18.723	64 1/4	18.723
64 1/2	18.749	64 1/2	18.749
64 3/4	18.799	64 3/4	18.799
65	18.956	65	18.956
65 1/4	19.029	65 1/4	19.029
65 1/2	19.055	65 1/2	19.055
65 3/4	19.105	65 3/4	19.105
66	19.262	66	19.262
66 1/4	19.335	66 1/4	19.335
66 1/2	19.361	66 1/2	19.361
66 3/4	19.411	66 3/4	19.411
67	19.568	67	19.568
67 1/4	19.641	67 1/4	19.641
67 1/2	19.667	67 1/2	19.667
67 3/4	19.717	67 3/4	19.717
68	19.874	68	19.874
68 1/4	19.947	68 1/4	19.947
68 1/2	19.973	68 1/2	19.973
68 3/4	20.023	68 3/4	20.023
69	20.180	69	20.180
69 1/4	20.253	69 1/4	20.253
69 1/2	20.279	69 1/2	20.279
69 3/4	20.329	69 3/4	20.329
70	20.486	70	20.486
70 1/4	20.559	70 1/4	20.559
70 1/2	20.585	70 1/2	20.585
70 3/4	20.635	70 3/4	20.635
71	20.792	71	20.792
71 1/4	20.865	71 1/4	20.865
71 1/2	20.891	71 1/2	20.891
71 3/4	20.941	71 3/4	20.941
72	21.098	72	21.098
72 1/4	21.171	72 1/4	21.171
72 1/2	21.197	72 1/2	21.197
72 3/4	21.247	72 3/4	21.247
73	21.404	73	21.404
73 1/4	21.477	73 1/4	21.477
73 1/2	21.503	73 1/2	21.503
73 3/4	21.553	73 3/4	21.553
74	21.710	74	21.710
74 1/4	21.783	74 1/4	21.783
74 1/2	21.809	74 1/2	21.809
74 3/4	21.859	74 3/4	21.859
75	22.016	75	22.016
75 1/4	22.089	75 1/4	22.089

DP 12749	SH	3/5	CONTO	FEET INCHES	METRES
1	0 1/2	0.110			
2	0 1/4	0.610			
3	0 1/4	0.92			
4	0 1/4	1.005			
5	0 1/4	1.185			
6	0 1/4	1.23			
7	0 1/4	1.485			
8	0 1/4	1.485			
9	0 1/4	1.585			
10	0 1/4	1.6			
11	0 1/4	1.710			
12	0 1/4	1.83			
13	0 1/4	2.015			
14	0 1/4	2.185			
15	0 1/4	2.315			
16	0 1/4	2.415			
17	0 1/4	2.57			
18	0 1/4	2.63			
19	0 1/4	2.837			
20	0 1/4	3.04			
21	0 1/4	3.25			
22	0 1/4	3.46			
23	0 1/4	3.67			
24	0 1/4	3.88			
25	0 1/4	4.09			
26	0 1/4	4.30			
27	0 1/4	4.51			
28	0 1/4	4.72			
29	0 1/4	4.93			
30	0 1/4	5.14			
31	0 1/4	5.35			
32	0 1/4	5.56			
33	0 1/4	5.77			
34	0 1/4	5.98			
35	0 1/4	6.19			
36	0 1/4	6.40			
37	0 1/4	6.61			
38	0 1/4	6.82			
39	0 1/4	7.03			
40	0 1/4	7.24			
41	0 1/4	7.45			
42	0 1/4	7.66			
43	0 1/4	7.87			
44	0 1/4	8.08			
45	0 1/4	8.29			
46	0 1/4	8.50			
47	0 1/4	8.71			
48	0 1/4	8.92			
49	0 1/4	9.13			
50	0 1/4	9.34			
51	0 1/4	9.55			
52	0 1/4	9.76			
53	0 1/4	9.97			
54	0 1/4	10.18			
55	0 1/4	10.39			
56	0 1/4	10.60			
57	0 1/4	10.81			
58	0 1/4	11.02			
59	0 1/4	11.23			
60	0 1/4	11.44			
61	0 1/4	11.65			
62	0 1/4	11.86			
63	0 1/4	12.07			
64	0 1/4	12.28			
65	0 1/4	12.49			
66	0 1/4	12.70			
67	0 1/4	12.91			
68	0 1/4	13.12			
69	0 1/4	13.33			
70	0 1/4	13.54			
71	0 1/4	13.75			
72	0 1/4	13.96			
73	0 1/4	14.17			
74	0 1/4	14.38			
75	0 1/4	14.59			
76	0 1/4	14.80			
77	0 1/4	15.01			
78	0 1/4	15.22			
79	0 1/4	15.43			
80	0 1/4	15.64			
81	0 1/4	15.85			
82	0 1/4	16.06			
83	0 1/4	16.27			
84	0 1/4	16.48			
85	0 1/4	16.69			
86	0 1/4	16.90			
87	0 1/4	17.11			
88	0 1/4	17.32			
89	0 1/4	17.53			
90	0 1/4	17.74			
91	0 1/4	17.95			
92	0 1/4	18.16			
93	0 1/4	18.37			
94	0 1/4	18.58			
95	0 1/4	18.79			
96	0 1/4	19.00			
97	0 1/4	19.21			
98	0 1/4	19.42			
99	0 1/4	19.63			
100	0 1/4	19.84			

DP 12749	SH	3/5	CONTO	FEET INCHES	METRES
101	0 1/4	20.05			
102	0 1/4	20.26			
103	0 1/4	20.47			
104	0 1/4	20.68			
105	0 1/4	20.89			
106	0 1/4	21.10			
107	0 1/4	21.31			
108	0 1/4	21.52			
109	0 1/4	21.73			
110	0 1/4	21.94			
111	0 1/4	22.15			
112	0 1/4	22.36			
113	0 1/4	22.57			
114	0 1/4	22.78			
115	0 1/4	22.99			
116	0 1/4	23.20			
117	0 1/4	23.41			
118	0 1/4	23.62			
119	0 1/4	23.83			
120	0 1/4	24.04			
121	0 1/4	24.25			
122	0 1/4	24.46			
123	0 1/4	24.67			
124	0 1/4	24.88			
125	0 1/4	25.09			
126	0 1/4	25.30			
127	0 1/4	25.51			
128	0 1/4	25.72			
129	0 1/4	25.93			
130	0 1/4	26.14			
131	0 1/4	26.35			
132	0 1/4	26.56			
133	0 1/4	26.77			
134	0 1/4	26.98			
135	0 1/4	27.19			
136	0 1/4	27.40			
137	0 1/4	27.61			
138	0 1/4	27.82			
139	0 1/4	28.03			
140	0 1/4	28.24			
141	0 1/4	28.45			
142	0 1/4	28.66			
143	0 1/4	28.87			
144	0 1/4	29.08			
145	0 1/4	29.29			
146	0 1/4	29.50			
147	0 1/4	29.71			
148	0 1/4	29.92			
149	0 1/4	30.13			
150	0 1/4	30.34			
151	0 1/4	30.55			
152	0 1/4	30.76			
153	0 1/4	30.97			
154	0 1/4	31.18			
155	0 1/4	31.39			
156	0 1/4	31.60			
157	0 1/4	31.81			
158	0 1/4	32.02			
159	0 1/4	32.23			
160	0 1/4	32.44			
161	0 1/4	32.65			
162	0 1/4	32.86			
163	0 1/4	33.07			
164	0 1/4	33.28			
165	0 1/4	33.49			
166	0 1/4	33.70			
167	0 1/4	33.91			
168	0 1/4	34.12			
169	0 1/4	34.33			
170	0 1/4	34.54			
171	0 1/4	34.75			
172	0 1/4	34.96			
173	0 1/4	35.17			
174	0 1/4	35.38			
175	0 1/4	35.59			
176	0 1/4	35.80			
177	0 1/4	36.01			
178	0 1/4	36.22			
179	0 1/4	36.43			
180	0 1/4	36.64			
181	0 1/4	36.85			
182	0 1/4	37.06			
183	0 1/4	37.27			
184	0 1/4	37.48			
185	0 1/4	37.69			
186	0 1/4	37.90			
187	0 1/4	38.11			
188	0 1/4	38.32			
189	0 1/4	38.53			
190	0 1/4	38.74			
191	0 1/4	38.95			
192	0 1/4	39.16			
193	0 1/4	39.37			
194	0 1/4	39.58			
195	0 1/4	39.79			
196	0 1/4	40.00			
197	0 1/4	40.21			
198	0 1/4	40.42			
199	0 1/4	40.63			
200	0 1/4	40.84			

DP 12749	SH	3/5	CONTO	FEET INCHES	METRES
72	5				22.075
73	1 1/2				22.5
74	1 1/2				22.95
75	1 1/2				23.4
76	1 1/2				23.85
77	-				24.3
78	5/4				23.775
79	5/4				23.650
80	5/4				24.02
81	5/4				24.18
82	5/4				24.305
83	5/2				24.55
84	-				24.85
85	-				25.15
86	1/2				26.225
87	1/2				26.635
88	3/4				26.31
89	3/4				27.013
90	1				27.135
91	5/4				27.825
92	5/4				28.1
93	1 1/2				28.74
94	1 1/2				29.24
95	10/8				29.235
96	11				29.54
97	10/8				30.35
98	1 1/8				30.95
99	1 1/8				30.95
100	1 1/2				30.98
101	1 1/2				30.97
102	1 1/2				31.1
103	1 1/2				31.71
104	1 1/2				32.1
105	1 1/2				32.645
106	1 1/2				33.1
107	1 1/2				33.61
108	1 1/2				34.11
109	1 1/4				34.655
110	1 1/4				35.2
111	1 1/4				35.78
112	1 1/4				36.2
113	1 1/4				36.78
114	1 1/4				37.2
115	1 1/4				37.78
116	1 1/4				38.2
117	1 1/4				38.72
118	1 1/4				39.24
119	1 1/4				39.75
120	1 1/4				40.26
121	1 1/4				40.77
122	1 1/4				41.28
123	1 1/4				41.79
124	1 1/4				42.3
125	1 1/4				42.81
126	1 1/4				43.3
127	1 1/4				43.81
128	1 1/4				44.3
129	1 1/4				44.81
130	1 1/4				45.3
131	1 1/4				45.81
132	1 1/4				46.3
133	1 1/4				46.81
134	1 1/4				47.3
135	1 1/4				47.81
136	1 1/4				48.3
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184	1 1/4				72.3
185	1 1/4				72.81
186	1 1/4				73.3
187	1 1/4				73.81
188	1 1/4				74.3
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198	1 1/4				79.3
199	1 1/4				79.81
200	1 1/4				80.3

**NORTHERN BEACHES  
COUNCIL**

Pittwater

**Section 149 Pt 2 & Pt 5 Planning Certificate  
Environmental Planning & Assessment Act, 1979**

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**Applicant:** S ANDREWS  
PO BOX 567  
EDGECLIFF NSW 2027

**Cert. No:** e149/16/0819  
**Cert. Date:** 13/10/2016  
**Fee:** \$133.00  
**Property No:** 60033

**Your Reference:**

**Address of Property:** 85 RICHARD ROAD  
SCOTLAND ISLAND NSW 2105

**Description of Property:** Lot 8 DP 12749

**Strata Unit Details (if  
applicable):**

**County:** Cumberland

**Parish:** Narrabeen

**NOTE:**

*The zoning information in this certificate is based on the lot and plan number referred to in this Certificate. If the lot and plan number is not the current description of the land then this Certificate will be incorrect. Persons relying on this Certificate should satisfy themselves by reference to the Title Deed that the land to which this Certificate relates is identical to the land the subject of the enquiry.*

*A reference in this certificate to any instrument, including Pittwater Local Environmental Plan 2014, is a reference to that instrument, as amended.*

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Northern Beaches Council

All correspondence to be addressed to Interim General Manager:  
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1 Park Street,  
MONA VALE NSW  
P O Box 882  
MONA VALE NSW 1660  
DX 9018 MONA VALE

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Facsimile (02) 9970 1200  
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Email: [pittwater\\_council@pittwater.nsw.gov.au](mailto:pittwater_council@pittwater.nsw.gov.au)

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**The prescribed matters required by Section 149 (2) of the Environmental Planning & Assessment Act are as follows and relate to the subject land at the date of this certificate.**

## **RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS**

EP&A Regulations 2000  
Schedule 4 Clause 1

### LOCAL ENVIRONMENTAL PLAN

EP&A Regulations 2000  
Schedule 4 Clause 1 (1)

#### **Pittwater Local Environmental Plan 2014**

### PROPOSED LOCAL ENVIRONMENTAL PLANS

EP&A Regulations 2000  
Schedule 4 Clause 1 (2)

**Note:** *Where no information has been provided under the heading "PROPOSED LOCAL ENVIRONMENTAL PLANS", Council is unaware of any Proposed Local Environmental Planning Instrument that is or has been the subject of community consultation or on public exhibition under the Act, applying to the land.*

### STATE ENVIRONMENTAL PLANNING POLICIES AND PROPOSED STATE ENVIRONMENTAL PLANNING POLICIES

EP&A Regulations 2000  
Schedule 4 Clause 1 (1) & (2)

- SEPP NO. 19 - Bushland in Urban Areas (gazetted 24.10.86)
- SEPP NO. 21 - Caravan Parks (gazetted 24.4.92)
- SEPP NO. 30 - Intensive Agriculture (gazetted 8.12.89)
- SEPP NO. 33 - Hazardous and Offensive Development (gazetted 13.03.92)
- SEPP NO. 44 - Koala Habitat Protection (gazetted 6.01.95)
- SEPP NO. 50 - Canal Estate Development (gazetted 10.11.97)
- SEPP NO. 55 - Remediation of Land (gazetted 28.08.98)
- SEPP NO. 62 - Sustainable Aquaculture
- SEPP NO. 64 - Advertising and Signage (gazetted 16.3.2001)
- SEPP NO. 65 - Design Quality of Residential Flat Development (gazetted 26/07/2002)  
Amendment 2 (gazetted 4/07/2008)
- SEPP NO. 71 - Coastal Protection (Gazetted 1.11.2002)
- SEPP - (Housing for Seniors or People With a Disability) 2004 (gazetted 28.07.2007)
- SEPP - Building Sustainability Index: BASIX (gazetted 1.7.2004)
- SEPP - (State Significant Precincts) 2005 (gazetted 25.05.2005)
- SEPP - (Mining, Petroleum Production & Extractive Industries) 2007 (gazetted 16.02.2007)
- SEPP - (Miscellaneous Consent Provisions) 2007
- SEPP - (Infrastructure) 2007 (gazetted 21.12.2007)
- SEPP - (Affordable Rental Housing) 2009
- SEPP - (Exempt & Complying Development Codes) 2008 (gazetted 12.12.2008) As amended
- Deemed SEPP - Hawkesbury-Nepean River (No. 2 - 1977)

### DEVELOPMENT CONTROL PLANS

EP&A Regulations 2000  
Schedule 4 Clause 1 (3)

**Pittwater 21 Development Control Plan**

The purpose of this plan is to provide best practice standards for development.

**ZONING AND LAND USE UNDER RELEVANT LEPs**

EP&A Regulations 2000

Schedule 4 Clause 2

**LAND ZONING MAP**

EP&A Regulations 2000

Schedule 4 Clause 2 (a), (b), (c) & (d)

The following information identifies the purposes for which development may be carried out with or without development consent and the purposes for which the carrying out of development is prohibited, for all zones affecting the land as identified on the maps to which Pittwater Local Environmental Plan 2014 applies.

**Zone E3 Environmental Management****2 Permitted without consent**

Home businesses; Home occupations

**3 Permitted with consent**

Bed and breakfast accommodation; Boat sheds; Building identification signs; Business identification signs; Community facilities; Dwelling houses; Environmental protection works; Health consulting rooms; Home-based child care; Home industries; Jetties; Roads; Water recreation structures

**4 Prohibited**

Industries; Multi dwelling housing; Residential flat buildings; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3

**ADDITIONAL PERMITTED USES FOR WHICH DEVELOPMENT IS PERMISSIBLE WITH DEVELOPMENT CONSENT - SCHEDULE 1**

Additional permitted uses, if any, for which development is permissible with development consent pursuant to Clause 2.5 and Schedule 1 of Pittwater Local Environmental Plan 2014;-

**Note:** *Where no additional permitted uses have been listed under the heading "ADDITIONAL PERMITTED USES FOR WHICH DEVELOPMENT IS PERMISSIBLE WITH DEVELOPMENT CONSENT", then clause 2.5 of Pittwater Local Environmental Plan 2014 is inapplicable to the land the subject of this certificate.*

**FURTHER PLANNING CONTROLS**

EP&A Regulations 2000

Schedule 4 Clause 2 (e) (f) (g) (h)

**Note:** *Where no information has been provided under the heading "FURTHER PLANNING CONTROLS", then such information is inapplicable to the land the subject of this certificate.*

**ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006**

EP&A Regulations 2000

Schedule 4 Clause 2A

**Note:** *Where no information has been provided under the heading "ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006", then such information is inapplicable to the land the subject of this certificate.*

## COMPLYING DEVELOPMENT

EP&A Regulations 2000  
Schedule 4 Clause 3

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

### GENERAL HOUSING CODE

Complying development is restricted under the General Housing Code and may not be carried out on that part of the land the subject of this certificate identified as being subject to the following land exemptions:

- For the purposes of clause 1.19 (1) (g) and (5) (h), complying development is restricted on that part of the land within the foreshore area under Pittwater Local Environmental Plan 2014 as identified on the Foreshore Building Line Map.

**Note:** *Further zone based limitations may apply. See State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 clause:*

#### **3.1 Land to which code applies**

This code applies to development that is specified in clauses 3.2-3.5 on any lot in Zone R1, R2, R3, R4 or RU5 that:

- (a) has an area of at least 200m<sup>2</sup>, and
- (b) has a width, measured at the building line fronting a primary road, of at least 6m.

### RURAL HOUSING CODE

Complying development is restricted under the Rural Housing Code and may not be carried out on that part of the land the subject of this certificate identified as being subject to the following land exemptions:

- For the purposes of clause 1.19 (1) (g) and (5) (h), complying development is restricted on that part of the land within the foreshore area under Pittwater Local Environmental Plan 2014 as identified on the Foreshore Building Line Map.

**Note:** *Further zone based limitations may apply. See State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 clause:*

#### **3A.1 Land to which code applies**

This code applies to development that is specified in clauses 3A.2-3A.5 on lots in Zone RU1, RU2, RU3, RU4, RU6 and R5.

### HOUSING ALTERATIONS CODE

Complying development under the Housing Alterations Code may be carried out on all of the land the subject of this certificate, in accordance with the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

### GENERAL DEVELOPMENT CODE

Complying development under the General Development Code may be carried out on all of the land the subject of this certificate, in accordance with the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

### COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

Complying development under the Commercial & Industrial (Alterations) Code may be carried out on all of the land the subject of this certificate, in accordance with the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

### COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE

Complying development is restricted under the Commercial & Industrial (New Buildings and Additions) Code and may not be carried out on that part of the land the subject of this certificate identified as being subject to the following land exemptions:

- For the purposes of clause 1.19 (1) (g) and (5) (h), complying development is restricted on that part of the land within the foreshore area under Pittwater Local Environmental Plan 2014 as identified on the Foreshore Building Line Map.

**Note:** Further zone based limitations may apply. See *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* clause:

**5A.1 Land to which code applies**

This code applies to development that is specified in clause 5A.2 on any lot in Zone B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3.

### SUBDIVISION CODE

Complying development under the Subdivision Code may be carried out on all of the land the subject of this certificate, in accordance with the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

### DEMOLITION CODE

Complying development under the Demolition Code may be carried out on all of the land the subject of this certificate, in accordance with the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

### FIRE SAFETY CODE

Complying development under the Fire Safety Code may be carried out on all of the land the subject of this certificate, in accordance with the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

**Note:** *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 ("SEPP") must be read and applied in conjunction with Pittwater Local Environmental Plan 2014.*

## **COASTAL PROTECTION**

EP&A Regulations 2000  
Schedule 4 Clause 4

The land subject of this certificate is identified as being within the coastal zone and is affected by the operation of section 38 or 39 of the Coastal Protection Act 1979.

## **CERTAIN INFORMATION RELATING TO BEACHES AND COASTS**

EP&A Regulations 2000  
Schedule 4 Clause 4A

- 1) Council is not aware of any order made under Part 4D of the *Coastal Protection Act 1979* in relation to temporary coastal protection works to the land the subject of this certificate, or on public land adjacent to that land.
- 2) Council has not been notified under section 55X of the *Coastal Protection Act 1979* that temporary coastal protection works have been placed on the land subject of this certificate, or on public land adjacent to that land.

## **ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 2014 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS**

EP&A Regulations 2000  
Schedule 4 Clause 4B

Council is not aware of any charges under section 496B of the *Local Government Act 2014* for coastal protection services levied upon land the subject of this certificate.

## **MINE SUBSIDENCE**

EP&A Regulations 2000  
Schedule 4 Clause 5

The land has not been proclaimed to be a mine subsidence district within the meaning of Section 15 of the Mine Subsidence Compensation Act, 1961.

## **ROAD WIDENING AND ROAD REALIGNMENT**

EP&A Regulations 2000  
Schedule 4 Clause 6

- (a) The land is not affected by any road widening or road realignment under Division 2 of Part 3 of the Roads Act 1993.
- (b) The land is not affected by any road widening or road realignment under Pittwater Local Environmental Plan 2014.
- (c) The land is not affected by any road widening or road realignment under any resolution of Council.

**Note:** *The Roads and Maritime Services may have proposals that are not referred to in this item. For advice about affectation by RMS proposals, contact the Roads and Maritime Services.*

## **COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS**

EP&A Regulations 2000  
Schedule 4 Clause 7

Council has adopted a number of policies with regard to various hazards or risks which may restrict development. The identified hazard or risk and the respective Council policies which affect the property, if any, are listed below.

### **Geotechnical Risk (Landslide Hazard)**

The Council has adopted by resolution, on 20.07.2009, a policy that has the effect of restricting development of the land (subject to satisfying the policy) because of the potential impact from geotechnical hazards. The policy is entitled "Geotechnical Risk Management Policy for Pittwater - 2009". A copy of the current policy can be obtained from Council.

### **Estuarine Flood Hazard/Risk**

On the information available to Council, the land in question is affected by estuarine processes. This land has been identified in Council's Estuarine Risk Management Policy for Development in Pittwater and Pittwater 21 Development Control Plan as having a current exposure to tidal inundation and erosion caused by tidal waters. The Estuarine Risk Management Policy for Development in Pittwater is based on a study adopted by Council on 6 October 2015 and reflects information available at the time. Contact Council for more information.

### **Bushfire Hazard/Risk**

This land is identified on a Bush Fire Prone Land map certified by the Commissioner of the NSW Rural Fire Service as being bush fire prone land as per the Rural Fires and Environmental Assessment Legislation Amendment Act 2002 No 67. The requirements of the NSW Rural Fire Service document *Planning for Bushfire Protection* apply to this land. For further information please contact Warringah Pittwater District Rural Fire Service.

The property is not affected by any other policy adopted by any other planning authority and notified to the Council for the express purpose of its adoption by that authority being referred to in planning certificates that restricts development of the property because of the likelihood of land slip, bushfire, tidal inundation, subsidence or any other risk (other than flooding):

**Note:** *The absence of a policy to restrict development of the land because of the likelihood of any other risk does not imply that the land is free from risk. Detailed investigation carried out in conjunction with the preparation or assessment of an application may result in the Council imposing restrictions on development that are not identified above.*

## **FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION**

EP&A Regulations 2000  
Schedule 4 Clause 7A

The land or part of the land in question is not subject to flood related development controls for the purposes (where permissible) of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings.

Also, the land or part of the land in question is not subject to flood related development controls for any other purpose.

## **LAND RESERVED FOR ACQUISITION**

EP&A Regulations 2000  
Schedule 4 Clause 8

This land is not affected by any provisions within Pittwater Local Environmental Plan 2014 that would provide for the acquisition of the land by a public authority, as referred to in section 27 of the Act.

## **CONTRIBUTIONS PLANS**

EP&A Regulations 2000  
Schedule 4 Clause 9

### **Pittwater Section 94 Plan for Residential Development**

This Plan was approved by Council to levy monetary contributions to fund the provision/augmentation of open space, bushland and recreational area, public library services, community facilities and town and village streetscapes to meet the infrastructure demands of the incoming residential population of Pittwater.

## **BIODIVERSITY CERTIFIED LAND**

EP&A Regulations 2000  
Schedule 4 Clause 9A

**Note:** *Where no information has been provided under the heading "BIODIVERSITY CERTIFIED LAND", then such information is inapplicable to the land the subject of this certificate.*

## **BIOBANKING AGREEMENTS**

EP&A Regulations 2000  
Schedule 4 Clause 10

**Note:** *Where no information has been provided under the heading "BIOBANKING AGREEMENTS", then Council is unaware of any such agreement applying to the land the subject of this certificate.*

## **BUSH FIRE PRONE LAND**

EP&A Regulations 2000  
Schedule 4 Clause 11

All the land the subject of this certificate is identified on a Bush Fire Prone Land map certified by the Commissioner of the NSW Rural Fire Service as being bush fire prone land as per the Rural Fires and Environmental Assessment Legislation Amendment Act 2002 No 67.

## **PROPERTY VEGETATION PLANS**

EP&A Regulations 2000  
Schedule 4 Clause 12

**Note:** *Where no information has been provided under the heading "PROPERTY VEGETATION PLANS", then such information is inapplicable to the land the subject of this certificate.*

## **ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006**

EP&A Regulations 2000  
Schedule 4 Clause 13

**Note:** *Where no information has been provided under the heading "ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006", then such information is inapplicable to the land the subject of this certificate.*

## **DIRECTIONS UNDER PART 3A**

EP&A Regulations 2000  
Schedule 4 Clause 14

**Note:** *Where no information has been provided under the heading "DIRECTIONS UNDER PART 3A", then such information is inapplicable to the land the subject of this certificate.*

## **SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING**

EP&A Regulations 2000  
Schedule 4 Clause 15

**Note:** *Where no information has been provided under the heading "SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING", then Council is unaware of any such site compatibility certificate applying to the land the subject of this certificate.*

## **SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE**

EP&A Regulations 2000  
Schedule 4 Clause 16

**Note:** *Where no information has been provided under the heading "SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE", then Council is unaware of any such site compatibility certificate applying to the land the subject of this certificate.*

## **SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING**

EP&A Regulations 2000  
Schedule 4 Clause 17

**Note:** *Where no information has been provided under the heading "SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING", then Council is unaware of any such site compatibility certificate applying to the land the subject of this certificate.*

## **PAPER SUBDIVISION INFORMATION**

EP&A Regulations 2000  
Schedule 4 Clause 18

**Note:** *Where no information has been provided under the heading "PAPER SUBDIVISION INFORMATION" then Council is unaware of any such development plan or subdivision order applying to the land the subject of this certificate.*

## **SITE VERIFICATION CERTIFICATES**

EP&A Regulations 2000  
Schedule 4 Clause 19

**Note:** *Where no information has been provided under the heading "SITE VERIFICATION CERTIFICATES", then Council is unaware of any such site verification certificate applying to the land the subject of this certificate.*

## **LOOSE-FILL ASBESTOS INSULATION**

EP&A Regulations 2000  
Schedule 4 Clause 20

**Note:** *Where no information has been provided under the heading "LOOSE-FILL ASBESTOS INSULATION", then Council is unaware of any such site verification certificate applying to the land the subject of this certificate.*

## **MATTERS ARISING UNDER THE CONTAMINATED LAND MANAGEMENT ACT 1997**

Contaminated Land Management Act 1997  
Section 59 (2)

**Note:** *Where no information has been provided under the heading "MATTERS ARISING UNDER THE CONTAMINATED LAND MANAGEMENT ACT 1997", then such information is inapplicable to the land the subject of this certificate.*

**OTHER RELEVANT MATTERS PROVIDED UNDER SECTION 149 (5)**

**The following advice is provided in good faith under Section 149 (5) of the Environmental Planning and Assessment Act, 1979 and the Council shall not incur any liability in respect of any such advice.**

**COMPANY TITLE SUBDIVISION**

Clause 4.1 of the Pittwater Local Environmental Plan 2014 provides that land may not be subdivided except with the consent of the Council. This includes subdivision by way of company title schemes. Persons considering purchasing property in the Pittwater local government area the subject of a company title scheme are advised to check that the land has been subdivided with the consent of the Council.

**TREE PRESERVATION AND MANAGEMENT ORDER**

The land is affected by a Tree Preservation and Management Order.

**COUNCIL RESOLUTION TO AMEND ENVIRONMENTAL PLANNING INSTRUMENT**

The following instrument or resolution of Council, if any, proposes to vary the provisions of an Environmental Planning Instrument (other than as referred to in the Certificate under Section 149 (2)).

**ADDITIONAL INFORMATION**

Additional information, if any, relating to the land the subject of this certificate:

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**Persons relying on this certificate should read the environmental planning instruments referred to in this certificate.**

---

**MARK FERGUSON**  
Interim General Manager

85 RICHARD ROAD, SCOTLAND ISLAND

RICHARD

(NOT FORMED)

VIVIAN

BELLS WHARF



LGA : PITTWATER

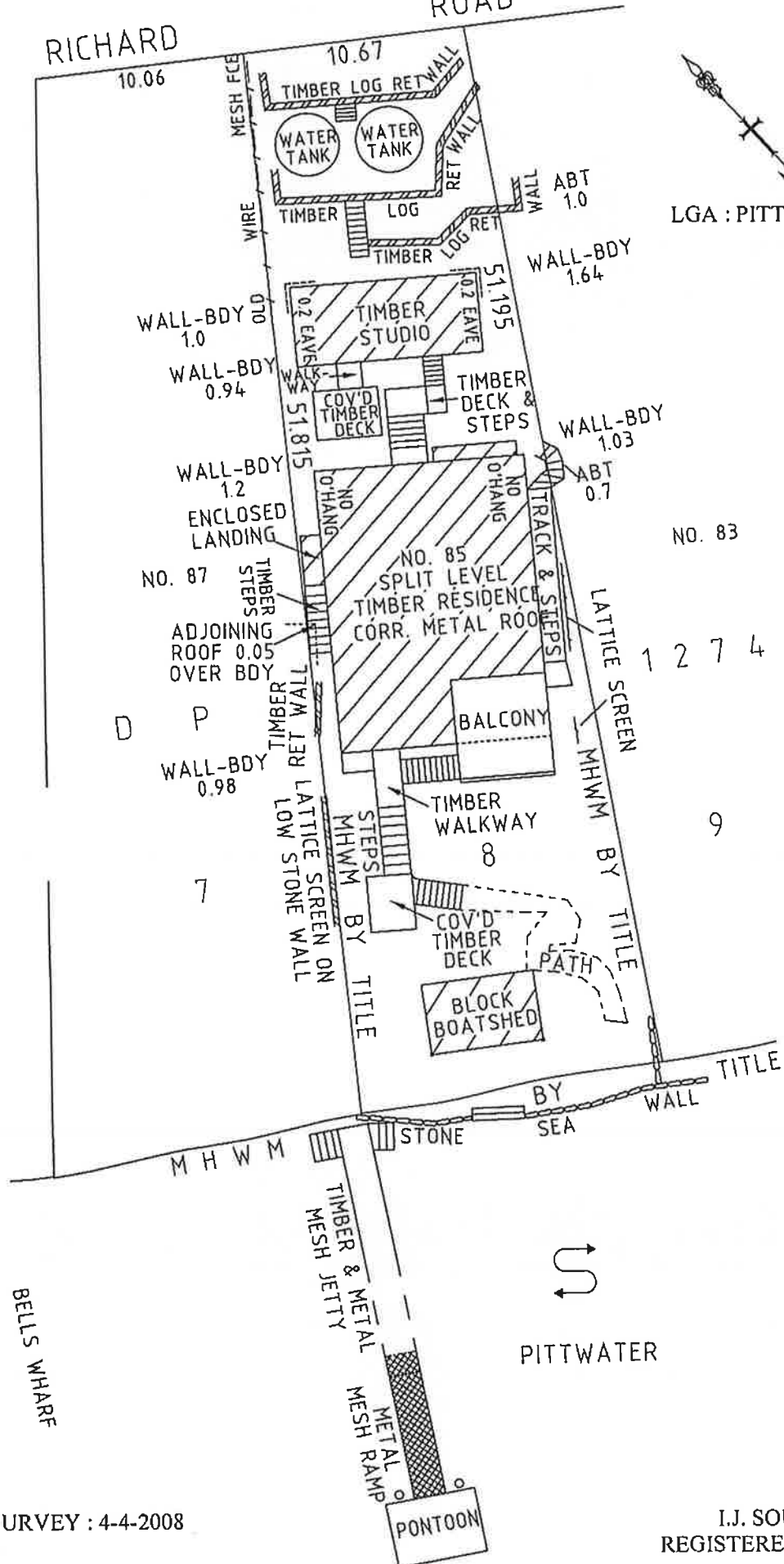
NO. 83

1 2 7 4 9

9

PITTWATER

I.J. SOUTER  
REGISTERED SURVEYOR



DATED *do not*  
*30 march* 2009

**MARIJO BRADLEY**

(Owner 1)

**AND**

**DAVID JOHN SIMMONDS AND JACQUELINE OOI-CHOO SIMMONDS**

(Owner 2)

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**DEED OF CO-OPERATION  
IN RESPECT OF SHARED FACILITIES**

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**CARNEYS**  
Lawyers

5/70 Castlereagh Street,  
SYDNEY NSW 2000

Tel: 8226 5555  
Fax: 8226 5556

THIS DEED made the

*do not date*  
20 30 day of March 2009

**PARTIES**            **MARIJO BRADLEY** of 85 Richard Road, Scotland Island in the State of New South Wales ("**Owner 1**")

**AND**                **DAVID JOHN SIMMONDS AND JACQUELINE OOI-CHOO SIMMONDS** of 87 Richard Road, Scotland Island in the said State ("**Owner 2**")

**INTRODUCTION: -**

- A    Owner 1 is (or is entitled be) the registered proprietor of property known as and situated at 85 Richard Road, Scotland Island being lot 8 in Deposited Plan 12749.
- B    Owner 2 is the registered proprietor of property known as and situated at 87 Richard Road, Scotland Island being lot 7 in Deposited Plan 12749.
- C    Owner 1 and Owner 2 have been granted approval by Pittwater Council ("the Approval") to construct a shared ramp, pontoon, jetty and sandstone stair on the boundary between their properties and over Crown land at 85 Richard Road, Scotland Island. Owner 1 and Owner 2 have also been granted licences by the Minister for Lands ("the Licences").
- D    Pursuant to the approval and by virtue of the ownership of the real estate cited in Recitals A and B, Owner 1 and Owner 2 will have the benefit of a number of shared facilities, details of which are set out in the Schedule to this Deed ("the Shared Facilities").
- E    Owner 1 and Owner 2 have agreed that all costs associated with the approval, construction, use, care, maintenance, improvement and expansion of the Shared Facilities will be paid by them in equal shares.

**IT IS AGREED**

1.    Definitions

"**The Approval**" means consent number. N0028/05 issued by Pittwater Council on 4 April 2005 and the conditions of approval attached to the consent, a copy of which is annexed hereto and marked "A".

"**The Licences**" means licence number LI386863 between the Minister for Lands and David John Simmonds and Jacqueline Ooi-Choo Simmonds and licence number between the Minister for Lands and Marijo Bradley.

"**Fisheries Conditions**" means conditions set out in letter from New South Wales Department of Primary Industries to Pittwater Shire Council dated 17 March 2005 in respect of development application number N0028/05, a copy of which is annexed hereto and marked "B".

"**Plan**" means the amended site plan prepared by Stephen Crosby and Associates Pty Limited dated December 2004, a copy of which is annexed hereto and marked "C".

2. Commencement and duration of this deed

The rights and obligations of Owner 1 and Owner 2 under this deed shall commence upon the date of this deed and shall continue (unless and until terminated in accordance with this deed or otherwise pursuant to law) while ever Owner 1 and Owner 2:

- (a) are the registered proprietors of the real estate recited in Recitals A and B; and/or
- (b) are entitled to use any of the Shared Facilities.

3. Purposes of this deed

Owner1 and Owner 2 have entered into this deed for the purpose of agreeing to the terms of the use of, and payment for, the Shared Facilities.

4. Relationship of the parties

The relationship of the parties is limited to the terms and conditions contained in this deed. Except as otherwise expressly stated in this deed, nothing in this deed shall be construed as creating a relationship of the parties of a partnership, association or any other relationship in which any of the parties may be liable generally for the acts or omissions of the other party nor shall anything in this deed be construed as constituting any party as the general agent, employee or representative of the other party. In particular, but without limitation, neither party shall have authority to pledge the credit of the other party.

5. Use of Shared Facilities

- (a) Owner 1 and Owner 2 acknowledge that the benefit of the Shared Facilities is limited to the owners of 85 Richard Road Scotland Island and 87 Richard Road Scotland Island from time to time.
- (b) Owner 1 and Owner 2 covenants with the other to use and respect the whole of the Shared Facilities so as to benefit Owner 1 and Owner 2 equally.
- (c) Owner 1 will use that side of the jetty located adjacent to 85 Richard Road for his own use and benefit and Owner 2 will use that side of the jetty located adjacent to 87 Richard Road for his own use and benefit and each owner shall have the exclusive use, subject to the terms of the licence from NSW Maritime, to their respective sides of the Shared Facilities.
- (d) Owner 1 and Owner 2 agree that the front of the Shared Facilities can be used as a drop off area only unless otherwise agreed between the parties.
- (e) Neither party shall be permitted to store any materials on the Shared Facilities without the written consent of the other owner.

6. Costs

Owner 1 and Owner 2 shall share equally the costs and expenses of and incidental to pursuing the purposes set out in this deed.

7. Accounts

Owner 1 and Owner 2 agree to keep records of all costs incurred pursuant to this deed and to keep such records available for inspection by each other at all reasonable times.

8. Insurance

- 8.1 Owner 1 and Owner 2 agree to have the Shared Facilities valued for insurance purposes at least every five (5) years. The valuation must be done by a qualified person.
- 8.2 Owner 1 and Owner 2 must immediately effect new insurance or adjust existing insurances if there is any increase in the risk or a new risk to Owner 1 and/or Owner 2 or the Shared Facilities.
- 8.3 Owner 1 and Owner 2 must keep current with a reputable insurance company all policies of insurance which a prudent business person in the position of Owner 1 and Owner 2 would reasonably maintain, including but not limited to:
- (a) liability to the public for an amount not less than \$10,000,000 (for each accident and event);
  - (b) worker's compensation;
  - (c) damage, loss or destruction from any cause of all the Shared Facilities.

9. Indemnities relating to this deed

- 9.1 Owner 1 guarantees to Owner 2 that Owner 1 will comply with all its obligations under this deed at the time such obligations should be complied with.
- 9.2 Owner 1 agrees to indemnify Owner 2 for any loss Owner 2 suffers as a result of Owner 1 not complying with the obligations of Owner 1 under this deed.
- 9.3 The guarantee and indemnity in this clause is a continuing guarantee and indemnity and it does not come to an end until released in writing by Owner 2.
- 9.4 Owner 2 guarantees to Owner 1 that Owner 2 will comply with all its obligations under this deed at the time such obligations should be complied with.
- 9.5 Owner 2 agrees to indemnify Owner 1 for any loss Owner 1 suffers as a result of Owner 2 not complying with the obligations of Owner 2 under this deed.
- 9.6 The guarantee and indemnity in this clause is a continuing guarantee and indemnity and it does not come to an end until released in writing by Owner 1.
- 9.7 In the event of any litigation, mediation or arbitration arising out of this deed involving Owner 1 and/or Owner 2 and any other party not a party to this deed, Owner 1 and Owner 2 hereby undertake and agree to share equally the costs of such litigation, mediation or arbitration.

10. Provisions for binding successors in title

If

- (a) Owner 1 transfers all or any part of the right, title and interest of Owner 1 in the property known as 85 Richard Road Scotland Island; and/or

- (b) Owner 2 transfers all or any part of the right, title and interest of Owner 2 in the property known as 87 Richard Road Scotland Island;

then the party ("Retiring Party") so disposing of the estate and interest shall procure the person or persons to whom the same shall be transferred to enter into a deed with the other party to this deed ("Remaining Party") and such deed shall be in the form and contain the same covenants and provisions as are contained in this deed including this present provision.

## 11. Dispute resolution

11.1 In the event of any dispute arising between the parties to this deed in respect of or in connection with the deed (including the validity, breach or termination of it or in the implementation of its provisions) the parties shall, without prejudice to any other right or entitlement they may have pursuant to the deed or otherwise, explore whether the dispute can be resolved by agreement between them using informal dispute resolution techniques such as negotiation, mediation, independent expert appraisal or any other alternative dispute resolution technique. The rules governing such technique adopted shall be as agreed between the parties or as recommended by the Law Society of New South Wales or as selected by the Australian Commercial Disputes Centre Limited.

11.2 In the event the dispute is not resolved by such agreement within fourteen (14) days of written notice by one party to the other of the dispute (or such further period agreed in writing between the parties), either party may refer the dispute to arbitration. The arbitrator shall be agreed between the parties within 10 days of written notice of the referral by the referring party to the other or failing agreement appointed by the President of the Law Society of New South Wales. In either case the arbitrator shall not be a person who has participated in an informal resolution procedure in respect of the dispute.

## 12. Termination

Either party may terminate this deed at any time during the term by giving written notice of termination to the other party, upon the happening of any one or more of the following events:

- (a) where the other party is an individual, he commits an act of bankruptcy or is declared bankrupt or insolvent or his estate otherwise becomes liable to be dealt with under any law relating to bankruptcy and/or insolvency;
- (b) where the other party is a company, a resolution is passed or Court order made for the winding up of that party or an administrator is appointed to that party pursuant to any relevant law; or
- (c) a receiver or manager or receiver and manager is appointed to the assets or undertaking of the other party or any part thereof;

and upon service of such notice of termination this deed will be deemed terminated.

## 13. Notices, approvals, nominations

Service of any notice under or relating to this deed will be sufficiently served:

- (a) if delivered personally to the party to be served;

(b) if left at or sent by pre-paid registered post to:

(i) the address of the party to be served as set out in the description of that party at the beginning of this deed;

(ii) the last known place of abode or business of the party to be served; or

(iii) the registered office of any party to be served which is a company,

and in the case of posting such notice will be deemed to have been duly served on the second day after such notice as been posted; or

(c) if sent by facsimile transmission to the last known facsimile number of the party to be served and will be deemed to have been duly served at the time such facsimile transmission is sent.

14. Governing Law and Jurisdiction

14.1 This deed is governed by the laws of New South Wales.

14.2 Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

15. Rights not affected by failure to enforce

The failure of either party at any time to enforce any of the provisions of this deed or any rights in respect hereto or to exercise any election herein provided will not be a waiver of such provisions, rights or elections or affect the validity of this deed.

16. Rights to survive termination

Termination of this deed will not release either party from any liability or right of action which at the time of expiry or termination has already accrued to either party or which may thereafter accrue in respect of any act or omission prior to such expiry or termination. Such rights may include but not be limited to the recovery of any money due.

17. Severability

Any provision of this deed which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this deed or affecting the validity or enforceability of such provisions in any other jurisdiction.

18. Legal costs

Owner 1 and Owner 2 will pay in equal shares all the legal professional fees in relation to the preparation of this deed and any stamp duty, registration fees or other government charges (including any fines or interest for late payment) payable in respect of this deed,

**SCHEDULE**

the Shared Facilities:

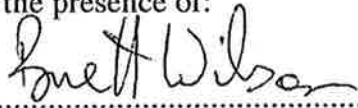
- ramp
- pontoon
- jetty
- sandstone stair
- all improvements erected in accordance with the approval.

**EXECUTED AS A DEED —**

**Signed Sealed and Delivered**

by the said **Marijo Bradley**

in the presence of:

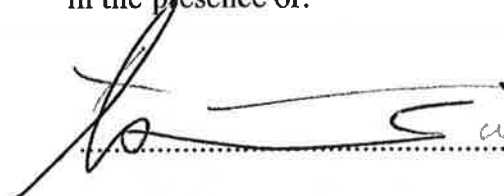
  
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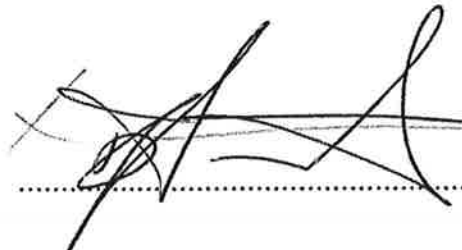
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) .....

**Signed Sealed and Delivered**

by the said **David John Simmonds**

in the presence of:

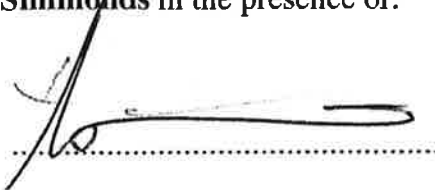
  
..... witness

)  
)   
) ..... JTS

**Signed Sealed and Delivered**

by the said **Jacqueline Ooi-Choo**

**Simmonds** in the presence of:

  
..... witness

)  
)   
) ..... J.O.C.S

# L I C E N C E

Lands Office Ref.

MN85H197

## Crown Lands Act 1989 - Section 34

Licence Number

LI 450592

### MINISTER

The Minister for Lands, being the Minister administering the Crown Lands Act 1989, (hereinafter referred to as the Minister)

grants to

### LICENSEE name & address

MARIJO BRADLEY  
85 Richard Rd  
SCOTLAND ISLAND NSW 2105  
(hereinafter referred to as the Holder)

a Licence pursuant to the provisions of Section 34 of the Crown Lands Act 1989 in respect of the land described hereunder in Parts 1 and 2 and subject to the terms and conditions contained in the following pages and Schedule 1, and in any additional Schedules or documents referred to in Schedule 1.

### EXECUTION

Dated this 1st day of October 2009  
KERRY MORRIS

### THE MINISTER

Kerry Morris  
as delegate of the Minister

DEPARTMENTAL OFFICER GRADE 8  
name and position

### THE HOLDER

In consideration of the grant of this Licence I / We agree to be bound by the terms, conditions and provisions of the Licence.

Signed in my presence by the holder who is personally known to me

Marijo Bradley  
signature of holder

30 Sept 09  
date

[Signature]  
signature of witness

30/9/09  
date

Chock Bradley  
name of witness (block letters)

117 Old Pittwater Rd  
address & occupation of witness

Brookvale NSW 2100  
photographer

## DESCRIPTION OF LANDS

### PART 1

Local Govt. Area	PITTWATER		
County	CUMBERLAND		
Parish	NARRABEEN		
Locality	SCOTLAND ISLAND		
Status:	<b>Lot</b>	<b>Section</b>	<b>DP</b>
Crown Land below mean high water mark adjacent	8		12749

### PART 2

Plan/diagram: Schedule 3	Area: 44.5m <sup>2</sup>
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**TEXT DESCRIPTION:** Crown land below mean high water mark fronting Lot 8 D.P. 12749 known as 85 Richard Road, Scotland Island and Lot 7 D.P. 12749 known as 87 Richard Road, Scotland Island - Pittwater

Note - a Table of Contents appears at the end of this Licence (6.001)

\*\*\*\*\* End of Description of Land (Crown Land) \*\*\*\*\*

## **1. Definitions**

In this Licence unless the contrary intention appears:

"CLA" means the Crown Lands Act 1989

"Commencement Date" means the date on which this Licence is stated to commence.

"Holder" means the person described as the Holder on the front page of this Licence.

"Improvements" means all buildings structures facilities works and pontoons situated on or in the land or which under the terms of this Licence are to be situated on or in the land.

"Land" means the land specified in Parts 1 and 2 of this Licence under the heading "DESCRIPTION OF LAND" (including any submerged land and waterway) or where the context so admits any part thereof.

"Licence" means this Licence including the Schedules and Annexures hereto.

"Minister" means the Minister referred to on the front page of this Licence as the Minister and where not repugnant to the context includes the Successors of Minister and the servants and agents of the Minister.

"Pontoon" means a floating landing stage.

"Premises" means the Land the Improvements and the Holder's Plant and where the context so permits any part of the foregoing.

"Rent" means the rent provided for in this Licence.

"Term" means the period commencing on the "Commencement Date" and terminating on the "Termination Date".

"Termination Date" means the date on which the Licence is revoked or ceases to have effect in accordance with the provision of this Licence. (6.002)

## **2. Plurals and Genders**

- (a) Words importing the singular number shall include the plural and vice versa.
- (b) Words importing the masculine gender shall include the feminine or neuter and vice versa.
- (c) Any reference to a person shall be deemed to include a reference to a corporation and vice versa. (6.004)

## **3. Contra Proferentum**

No rules of construction shall apply to the disadvantage of a party on the basis that that party was responsible for the preparation of this Licence or any part of it. (6.005)

## **4. Headings Plans and Code Numbers**

- (a) Headings (and subheadings within clauses) marginal notes the matter appearing in Column 1 of Schedule 1 and the Table of Contents have been inserted for guidance only and shall be deemed not to form any part of the Licence.

- (b) Any plan or diagram attached or annexed to this licence, which purports to depict the land shall be deemed not to form any part of the licence unless that plan or diagram is referred to in PART 2 in the DESCRIPTION OF LAND.
- (c) The code number appearing at the end of each clause of the Licence shall be deemed not to form part of the Licence. (6.006)

## **5. Clauses and Schedules**

References to Clauses Parts and Schedules are references to clauses parts and schedules of this Licence. (6.007)

## **6. Statutes**

- (a) A reference to a statute statutory instrument or ordinance includes amendments to that statute statutory instrument or ordinance whether by subsequent statutes statutory instruments or ordinances or otherwise and any statute statutory instrument or ordinance passed in substitution for the statute statutory instrument or ordinance referred to or incorporating any of its provisions.
- (b) A reference to a statute includes a reference to any regulation made thereunder. (6.008)

## **7. Joint and Several Covenants**

Any covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and severally. (6.009)

## **8. Severability**

Any provision of this Licence which is prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such prohibition or inability to enforce without invalidating the remaining provisions of such provision in any other jurisdiction. (6.010)

## **9. Applicable Law**

This Licence shall be construed and interpreted in accordance with the law of New South Wales. (6.011)

## **10. Licence a "Holding" for purposes of the CLA**

The Holder acknowledges that this Licence is a Holding within the meaning of the CLA and the Holder is a Holder within the meaning of that Act and the provisions of that Act relating to holdings and holders apply to this Licence and the Holder. (6.012)

## **11. Performance of Functions etc**

Any power authority duty or function conferred or imposed upon the Minister under this Licence may be exercised or performed by any person authorised by the Minister. (6.013)

## **12. Authorised Officer**

Where under this Licence the Minister is empowered to authorise any person to perform or exercise any power authority duty or function under this Licence such person shall be validly authorised if he is

authorised to exercise any power authority duty or function conferred by any Licence granted by the Minister or any Licence of a specified type or any Licence within a specified locality. (6.014)

### **13. Minister as Public Authority**

The Minister and Holder acknowledge that nothing in this Licence can in any way restrict or otherwise affect the Minister's unfettered discretion as to the use of the Minister's statutory powers as a public authority. (6.015)

### **14. Approval by the Minister**

- (a) In any case where pursuant to this Licence the doing or executing of any act matter or thing by the Holder is dependent upon the approval or consent of the Minister such approval or consent shall not be effective unless given in writing and may be given or withheld by the Minister in the Minister's absolute discretion and may be given subject to such conditions as the Minister may determine unless otherwise herein provided.
- (b) The Holder expressly agrees that any failure to comply with a condition imposed by the Minister will constitute a failure by the Holder to comply with a condition of this Licence. (6.016)

### **15. Opinion of the Minister**

Any opinion to be formed by the Minister for the purposes of this Licence may be formed by the Minister on such grounds and material as the Minister determines to be sufficient after consultation if the Minister deems it necessary with any New South Wales Government Department or other public authority the Standards Association of Australia or any other body whose objects and functions are relevant. In forming any such opinion the Minister shall be deemed to be exercising merely administrative functions. (6.017)

### **16. Holder to pay Cost of Work**

Whenever the Holder is required in this Licence to do or effect any act matter or thing then the doing of such act matter or thing shall unless this Licence otherwise provides be at the sole risk cost and expense of the Holder. (6.018)

### **17. Notices**

- (a) All notices or communications required to be or which may be given or served by the Minister to or upon the Holder under this Licence or which may be convenient to be given or served in connection with this Licence shall be in writing and shall be sufficiently given or served if left at or sent by ordinary post addressed to the Holder at his address specified in Column 2 of Item 1 of Schedule 1 or at the Premises or at such other place as notified in writing by the Holder to the Minister.
- (b) All notices or communications required to be or which may be given or served by the Holder to or upon the Minister under this Licence or which may be convenient to be given or served in connection with this Licence shall be in writing and shall be sufficiently given or served if signed by the Holder or if the Holder is a corporation by the Secretary of the Holder or the person acting as such for the time being and if left at or sent by ordinary post addressed to the person specified in Column 2 of Item 2 of Schedule 1.
- (c) Any notice or communication given or served by post shall be deemed to have been duly given or served at the time when it would in the ordinary course be delivered. (6.019)

### **18. Manner of Payment of Rent and Other Moneys**

The rent and other moneys payable in accordance with this Licence shall be paid to the Director-General, Department of Lands at the address specified in Column 2 of Item 3 of Schedule 1 or to such other person or at such other address as the Minister may from time to time direct by notice in writing served on the Holder. (6.020)

### **19. Time to be of the Essence**

The Minister and the Holder expressly agree that where in any provision of this Licence the Holder is given or allowed a specified time within which to undertake or do any act or thing or any power is conferred or any event occurs after the lapsing of a specified time time shall be the essence of the contract in that regard. (6.021)

### **20. Whole agreement**

The conditions covenants and provisions contained in the Licence expressly or by statutory implication and any provision of the CLA which apply to this Licence cover and comprise the whole of the agreement between the parties hereto and it is expressly agreed and declared that no further or other covenants or provisions whether in respect of the Premises or otherwise shall be deemed to be implied herein or to arise between the parties hereto by reason of the invitation by the Minister to the Holder to submit a proposal for the redevelopment of the Premises or any document issued by the Minister prior thereto or by reason of the subsequent negotiations between the parties hereto or by reason or any promise representation warranty or undertaking given or made by any party hereto to another on or prior to the execution hereof or during the Term and the existence of any such implication or collateral or other agreement is hereby negated. (6.022)

### **21. Permitted Use**

- (a) This Licence confers on the Holder a right to occupy the Premises for the purpose specified or referred to in Column 2 of Item 4 in Schedule 1.
- (b) The Holder will not use the Premises or allow them to be used for any purpose other than the purpose specified in Column 2 of Item 4 in Schedule 1. (6.023)

### **22. No Exclusive Possession**

The Holder acknowledges that this licence does not confer exclusive Possession of the Premises upon the Holder. (6.023A)

### **23. Holder not to Commit Nuisance etc**

The Holder will not at any time during the Term of this Licence:

- (a) carry on or permit to be carried on at the premises any noxious nuisance or offensive trade business.
- (b) do or permit to be carried on at the premises any act matter or thing which results in nuisance damage or disturbance to the Minister or owners or occupiers of adjoining or neighbouring lands or buildings.
- (c) use the premises for any illegal activity. (6.024)

**24. No Residence on Premises**

The Holder will not reside or permit any other person to reside on the Premises other than as may be specified or referred to in Column 2 of Item 4A of Schedule 1. (6.025)

**25. Premises not to be Used for Business Purposes**

The Holder will not use the Premises or any part thereof for any business purpose calling or trade or permit any form of business calling or trade to be conducted therein. (6.026)

**26. Commencement and Revocation of Licence (set Period)**

- (a) This Licence shall commence on the date (and where a time is specified or referred to - the time) specified or referred to in Column 2 of Item 8 of Schedule 1 and shall continue in force until the date (and where a time is specified or referred to - the time) specified or referred to in Column 2 of Item 9 of Schedule 1 or until this Licence is revoked by the Minister.
- (b) The Minister may in his absolute discretion revoke this Licence at any time either before or after the date specified to in Column 2 of Item 9 of Schedule 1 by serving on the Holder a notice in writing revoking this Licence.
- (c) A revocation made under this clause shall take effect on the date specified in the notice or where no date is specified in the notice on the date on which the notice is served on the Holder.
- (d) Except as may be expressly provided for in this Licence the Holder acknowledges and agrees that the Holder will not be entitled to any compensation costs or damages in respect of the revocation of this Licence notwithstanding that the Licence is revoked before the date specified or referred to in Column 2 of Item 9 of Schedule 1. (6.029)

**27. Termination of Licence on Determination of Native Title**

- (a) Notwithstanding any other provision of this Licence this Licence shall terminate in the event that an approved determination is made under any statute relating to native title that native title exists in the land or part thereof.
- (b) Except as may be expressly provided for in this Licence the Holder acknowledges and agrees that the Holder will not be entitled to any compensation costs or damages in respect of the termination of this Licence by operation of this clause. (6.029A)

**28. Licence subject to Native Title**

- (a) In this clause the word "waters" and the expressions "native title rights and interests" and "approved determination of native title" have the same meaning as in the Commonwealth Native Title Act 1993.
- (b) This Licence is granted subject to any native title rights and interests existing in relation to that part of the premises that consist of waters.
- (c) The Holder expressly agrees not to interfere with the exercise or enjoyment of any native title rights and interests in respect of the waters within the premises by any person entitled to exercise or enjoy such rights and interests.
- (d) Notwithstanding any other provision of this Licence the Minister by notice in writing may terminate this Licence in the event that any approved determination of native title is made that native title rights and interests exist in relation to the land or waters within the premises.

- (e) Except as may be expressly provided for in this Licence the Holder acknowledges and agrees that the Holder will not be entitled to any compensation costs or damages in respect of the termination of this Licence under this clause or the loss or benefit of any improvement authorised to be constructed by this Licence. (6.029B)

## **29. Payment of Rent (DWF IPART)**

- (a) For the purposes of this clause:

*"Due Date"* means each anniversary date of the Commencement Date.

*"Initial Rent"* means the rent specified in Column 2 of Item 11 of Schedule 1.

*"Annual Rent Assessment"* means the recalculation of the rent for the licence in accordance with the principles hereunder.

- (b) The Holder covenants with the Minister that the Holder will during the whole of the Term pay to the Minister in accordance with the provisions of this clause without demand free of exchange and without deduction whatsoever the rent hereinafter provided.
- (c) The Holder will pay to the Minister on the Commencement Date the Initial Rent and thereafter shall pay on each Due Date rent in advance as hereinafter provided.
- (d) The rent for the licence shall be calculated each year in accordance with the following formula:-

$$\text{Rent} = [\text{PSLV} \times \text{Area}] \times [\text{Rate of Return}] \times [\text{Discount Factor}]$$

Where:-

PSLV	represents the precinct statutory land value in \$/m <sup>2</sup> . A precinct is a homogeneous waterfront area (a stretch of foreshore with similar characteristics). The statutory land value is the latest available statutory land value information available pursuant to the Valuation of Land Act 1916.
Area	represents the area of Crown land covered by the subject licence in square metres [m <sup>2</sup> ].
Rate of Return	represents the rate of return expressed as a percentage [%]. This rate of return will be periodically reviewed in line with the net average return on residential rental assets.
Discount Factor	represents the discount applied to Crown foreshore rents in view of the limitations on use and the public access conditions.

- (e) The Holder acknowledges that the Minister may make a direction under Section 152 of the CLA in respect of any rent payable under this licence. (6.032A)

## **30. Continuing Obligation**

The obligation of the Holder to pay the Rent shall be a continuing one during the term of this Licence and shall not abate in whole or in part or be affected by any cause whatsoever. (6.037)

**31. Holder to Pay Rates etc**

The Holder will when the same become due for payment pay all (or in the first and last year of the term of this Licence the appropriate proportionate part) rates taxes (including Land Tax) assessments duties charges and fees whether municipal local government parliamentary or otherwise which are at any time during the currency of this Licence lawfully charged upon imposed or levied in respect of the Premises or on the Minister or the Holder on account thereof and will if required by the Minister produce to the Minister the receipts for such payments within ten business days after the respective due dates for payment AND in case such rates taxes duties and fees so covenanted to be paid by the Holder are not paid when the same shall become due the Minister may if the Minister thinks fit pay the same and any such sum or sums so paid may be recovered by the Minister as if such sums were rent in arrears. (6.039)

**32. Holder to Pay Other Charges**

The Holder will pay all other fees charges and impositions which are at any time during the Term payable in respect of the Premises or on account of the use and occupation of the Premises by the Holder. (6.040)

**33. Goods and Services Tax****(a) Definitions**

In this clause the expressions "GST", "supply", and "taxable supply" have the meanings given to those expressions in the A New Tax System (Goods and Services Tax) Act 1999.

**(b) Amounts GST Exclusive**

With the exception of any amount payable under this clause, unless otherwise expressly stated all amounts stated to be payable under this Licence are exclusive of GST.

**(c) Responsibility for GST**

- (i) Despite any other provision in this Licence, if GST is imposed on any supply made under this Licence, the recipient must pay to the supplier an amount equal to the GST payable on the taxable supply.
- (ii) The recipient must pay the amount referred to in subclause (c)(i) in addition to and at the time payment for the taxable supply is required to be made under this Licence.

**(d) Valuer/Umpire to return GST Exclusive Value**

Any valuer or umpire returning a valuation must return a GST exclusive market value for it in any case where the valuation is for the purpose of determining a supply value to which GST is to be added under this Licence. (6.040A)

**34. Holder to Pay for Services**

The Holder will as and when the same become due for payment pay to the Minister or to any other person or body authorised to supply the same all proper charges for gas electricity water or other services supplied to or consumed in or on the Premises and will also pay all charges in respect of any telephone services connected to the Premises. (6.041)

**35. Holder not to Impose Liability on Minister**

Subject to any other provision of this Licence the Holder will not without the written consent of the Minister by any act matter or deed or by failure or omission cause or permit to be imposed on the Minister any liability of the Holder under or by virtue of this Licence. (6.042)

**36. Holder not to undertake development without consent notwithstanding any other provision of this Licence**

The Holder will not undertake any development within the meaning of the Environmental Planning and Assessment Act 1979 contrary to the provisions of that Act or in breach of any restriction condition or prohibition imposed by an Environmental Planning Instrument or condition of a development consent. (6.043)

**37. Development Consent**

The Holder will not undertake any activity on or within the Premises for which consent is required under the Environmental Planning and Assessment Act 1979 or any Instrument made thereunder without first obtaining such consent and in accordance with any condition or requirement of that consent. (6.044)

**38. Compliance with Statutes**

- (a) The Holder will comply with the requirements of all statutes regulations or by-laws and requirements of all relevant public and local authorities in so far as they apply in relation to the use and occupation of the premises.
- (b) The Holder will forthwith on being served with a notice by the Minister comply with any notice or direction served on the Minister by a competent authority relating to the destruction of noxious animals or plants or pests or the carrying out of repairs alterations or works on or to the Premises. (6.045)

**39. Notation on Associated Adjoining Title**

A notation referring to the existence of this licence is recorded on the associated adjoining title folio held by the Registrar General in accordance with section 36A of the *Real Property Act 1900*. (6.203)

**40. Holder not to deal with Licence or part with possession of Premises**

Subject to any other provision of this Licence the Holder will not during the Term of this Licence transfer or create any interest in the Licence or authorise or permit any person to occupy the Premises. (6.047)

**41. Licence may be Transferred**

The Holder may transfer this licence:

- a) In accordance with section 48 of the CLA;
- b) On terms and conditions approved by the Minister; and
- c) To the owner or holder of the Benefited Land only

In this clause, "Benefited Land" means the land described in Column 2 of Item 3A of Schedule 1 which benefits from this licence. (6.202)

#### **42. Revocation on the Request of the Holder**

The Holder may at any time by notice served on the Minister request that this Licence be revoked and the Minister if he is satisfied that the Holder has complied with the conditions and provisions of this Licence or the CLA will as soon as practicable comply with such a request. (6.051)

#### **43. Interest on Overdue Money**

The Holder shall pay interest on any money due and payable under this Licence to the Minister at the rate prescribed from time to time under the provisions of Section 148 of the CLA and any such interest shall for the purposes of this Licence be deemed to be Rent in arrears. (6.052)

#### **44. Failure to pay money or Undertake Works**

- (a) Where under this Licence the Holder is required to pay any money to a third party and neglects to do so for a period of 14 days after the money became due and payable it shall be lawful for but not obligatory upon the Minister (and without prejudice to any rights and powers arising from such default) to pay such money as if it were the Holder and the Holder will reimburse the Minister in respect of any such payments on demand.
- (b) Where under this Licence the Holder is required to do or cause to be done any work or thing and the Holder neglects to do the work or thing for a period of 14 days after that work or thing was due or required to be done it shall be lawful for but not obligatory upon the Minister (and without prejudice to any rights and powers arising from such default) to do or effect such work or thing as if the Minister were the Holder and for that purpose the Minister the Minister's officers agents contractors and workmen may enter upon the whole or any part of the Premises and there remain for the purposes of doing or effecting any such work or thing and the Holder will reimburse the Minister for the cost of the doing or effecting the work or thing on demand. For the purposes of this clause the word cost shall include any sums paid for any insurance indemnities under the laws relating to workers compensation.
- (c) The Holder expressly agrees that any money or cost payable to the Minister under this clause shall constitute a debt owed by the Holder to the Minister and may be recovered by the Minister accordingly.
- (d) Where the Premises has a common boundary with other land owned leased or held by the Holder (hereinafter called the "other land"). The Holder irrevocably grants to the Minister the Minister's officers agents contractors and workmen a licence to enter upon the said other land for the purpose of gaining access to the Premises or for the purpose of undertaking any work or thing authorised permitted or contemplated by this Clause.

In exercising any power conferred by this subclause the Minister the Minister's servants employees and agents will not be liable for any reasonable damage suffered or occasioned to the other land or anything constructed thereon.

- (e) The Holder expressly agrees that the provisions of this clause shall continue after the expiration or sooner determination of this Licence and the Minister may make any payment or effect any work or thing authorised by this clause after the expiration or sooner determination of this Licence as if such expiration or sooner determination had not taken place. (6.053)

#### **45. Indemnity**

- (a) For the purposes of this clause the term Minister shall include Her Majesty the Queen Her heirs and Successors the State of New South Wales the Minister and the agents servants employees and contractors of Her Majesty Her Majesty's Heirs and Successors the State of New South Wales and the Minister.

- (b) The Holder agrees that the Holder will indemnify and keep indemnified the Minister from and against all actions suits claims and demands of whatsoever nature and all costs charges and expenses in respect of any accident or injury to any person or property which may arise out of the use of the Premises or the construction or maintenance of works as may be authorised under the Licence notwithstanding that the conditions of this Licence shall in all respects have been observed by the Holder or that any such accident or injury shall arise from any act or thing which he may be authorised or compelled to do hereunder.
- (c) The Holder expressly agrees that the obligations of the Holder under this clause shall continue after the expiration or other determination of this Licence in respect of any act deed matter or thing happening before such expiration or determination except to the extent that any such claims and demands arise from any negligence or wilful act or omission on the part of the Minister. (6.054)

#### **46. Insurance - Public Risk**

The Holder will (without in any way limiting the liability of the Holder under any other provision of this Licence) forthwith take out and thereafter during the Term keep current a public risk insurance policy for the amount specified in Column 2 of Item 19 of Schedule 1 for any one claim (or such other reasonable amount as the Minister may from time to time specify in writing to the Holder) whereby the Minister shall during the continuance of this Licence be indemnified against claims and demands of every kind arising from death or bodily injury or damage to property arising out of the Holder's use of the Premises. (6.057)

#### **47. Provisions re Policies (Domestic)**

- (a) The following provisions apply to all policies of insurance required to be effected by the Holder under this Licence:
  - (i) Where the Minister serves a notice on the Holder directing the Holder to enter into a policy with an insurer approved by the Minister the policy is to be entered into with an insurer approved by the Minister. The Minister shall specify a list of approved insurers in any notice served under this paragraph. Where the Minister does not serve a notice as provided for in this paragraph policies of insurance shall be entered into with an insurer carrying on business in Australia.
  - (ii) Where a provision of this Licence specifies an amount for which a policy is to be entered into for (or makes provision for such an amount to be specified) then the policy shall be entered into for the amount specified. Where a provision does not specify the amount for which a policy is to be entered into for the policy shall be entered into for an amount sufficient to cover the risks likely to be encountered having regard to the type of activity undertaken on the Premises and the nature of the Premises.
  - (iii) All policies are to contain conditions and exclusions commonly effected in relation to the type of activity undertaken on the Premises and the nature of the Premises provided that the Minister may by notice served on the Holder direct the Holder to enter into a policy containing specified provisions or which does not contain specified provisions or exclusions and the Holder shall use his best endeavours to comply with the direction.
  - (iv) Duplicate or certified copies of the policies and all renewal certificates and endorsement slips are to be lodged by the Holder with the Minister if required by the Minister.
  - (v) All premiums payable in respect of policies and renewals of policies are to be paid punctually by the Holder and the receipt for each premium payable in respect of each

policy (or other proof of payment to the Minister's satisfaction) is to be produced by the Holder to the Minister at the request of the Minister.

- (vi) Where the Minister has served a notice on the Holder under paragraph (i) the Holder will use all reasonable endeavours to ensure that the insurer which issues a policy advises the Minister of any failure by the Holder to renew any policy or pay any premium in respect thereof.
  - (vii) The Holder will not at any time during the Term do or bring upon the Premises anything whereby any insurance relating to the Premises against damage by fire and other risks may be rendered void or voidable. If the Holder does or brings anything upon the Premises whereby the rate of premium on the insurance shall be liable to be increased the Holder will obtain insurance cover for the increased risk and pay all additional premiums (if any) required to be paid.
  - (viii) The Holder will use all reasonable endeavours to ensure that full true and particular information is given to the insurer with which the insurances are effected of all matters and things the non-disclosure of which might in any way prejudice or affect any policy of insurance or the payment of all or any moneys thereunder.
- (b) The Minister in his own name or as the attorney of the Holder in the name of the Holder shall be entitled to institute all proceedings against any insurer which issues a policy of insurance required by this Licence to recover from it any amount for loss damage or injury or other money payable under any indemnity in favour of the Minister. The Holder hereby appoints the Minister the attorney of the Holder for the purpose as aforesaid.
- (c) The Holder expressly agrees that the provisions of subclause (b) continue in force after the Termination Date. (6.065A)

#### **48. Construction Of Improvements Permitted With Consent**

- (a) For the purposes of this clause "Improvement" means any building structure facility work or pontoon.
- (b) The Holder will not construct effect erect or undertake any Improvements on the Premises other than with the prior consent in writing of the Minister. (6.067)

#### **49. Improvements - No demolition without Consent**

- (a) For the purposes of this clause "Improvement" means any building structure facility work or pontoon.
- (b) The Holder will not demolish destroy remove take away or pull down any Improvements on the Premises without the written consent of the Minister. (6.070)

#### **50. Ownership of Improvements CLA**

The Holder acknowledges that the provisions of section 174 of the CLA apply. (6.074)

#### **51. Ownership Of Improvements not to vest in Minister until expiration of period**

- (a) For the purposes of this clause "Improvement" means any building structure facility work or pontoon.
- (b) An Improvement specified in Column 2 of Item 34 of Schedule 1 shall subject to the provisions of subclause (c) be the property of the Holder (and shall be taken always to have been the

property of the Holder) who may within the period after the Termination Date specified or referred to in Column 2 of Item 35 of Schedule 1 remove at the Holder's expense the said Improvement (or any of them) from the Premises.

- (c) Where the Holder does not exercise the right to remove an Improvement conferred by subclause (b) within the period specified in Column 2 of Item 35 of Schedule 1 after the Termination Date the Minister may by notice in writing served on the Holder:
- (i) declare that the Improvements shall on and from a date specified in the notice become the property of the Minister and the Holder acknowledges that on and from that date the improvement shall be the property of the Minister and the Holder will not have any right to remove the said Improvement or to compensation by reason of the operation of this clause; or
  - (ii) direct that the Holder at his own expense remove and take away an Improvement specified in the notice and leave the premises in a clean and tidy condition within a time specified in the notice. In the event that the Holder does not comply with the direction the Improvements shall become the property of the Minister and the Holder will not have any right to compensation by reason of the operation of this clause.
- (6.079)

## **52. General Requirement to repair**

Without prejudice to the specific obligations contained in this Licence the Holder will to the satisfaction of the Minister at all times during the Term keep all Improvements now erected or hereafter to be erected on the Land in good repair and properly maintained in all respects. (6.083)

## **53. Premises to be kept in clean and tidy condition**

The Holder will at all times during the Term keep the Premises in a clean and tidy condition and will (subject to any other provision of this Licence) on the Termination Date leave the Premises in a clean and tidy condition. (6.088)

## **54. Holder May Repair Improvements**

- (a) For the purpose of this clause "Repair" means to replace part of an Improvement with material of a similar type and size but not so as to enlarge or significantly alter the appearance or structure of the Improvement.
- (b) The Holder may from time to time at the Holder's own expense Repair the Improvement.
- (c) The Holder shall not undertake any work upon an Improvement which does not involve the painting of the Improvement or is not a Repair as defined in this clause. (6.088A)

## **55. Maintenance of Ground Areas**

The Holder will at all times during the Term keep the ground areas of the land landscaped and in good order and condition. If the Holder fails to keep such grounds in the said condition in the reasonable opinion of the Minister the Holder will at the request of the Minister enter into a contract with an appropriate person skilled in landscaping maintaining and caring for grounds with a view to keeping the grounds professionally landscaped clean tidy and in healthy condition. (6.089)

## **56. Minister's Right to Enter Inspect and Repair**

The Minister and the Minister's agents may at all reasonable times upon giving to the Holder reasonable notice (except in the case of emergency when no notice shall be required) enter upon the

Premises and view the state of repair thereof and may serve upon the Holder a notice in writing of any defect (the repair of which is the Holder's obligation hereunder) requiring the Holder within fourteen days to repair the same. (6.090)

#### **57. Use of Public of Defective Structures**

The Holder will not at any time during the Term permit or suffer members of the public to be upon or use any building structure facility installation contrivance or other thing in or upon the Premises which has to the knowledge of the Holder or in the opinion of the Minister the Council or any other public or local authority having jurisdiction in the matter become seriously defective unsafe weakened out of repair or faulty in any way PROVIDED HOWEVER the Minister shall not be held liable or responsible for any failure to notify the Holder of any such defect unsafeness weakness out of repair or fault. (6.092)

#### **58. Rodents and Vermin**

The Holder will take all reasonable precautions to keep the Premises free of rodents vermin insects and pests and will in the event of failing so to do if required by the Minister but at the cost of the Holder employ from time to time pest exterminators approved by the Minister whose approval shall not be unreasonably withheld. In performing its obligations pursuant to this clause the Holder and any one acting on the Holder's behalf will not use any substance prohibited by any present or future legislation or any regulation thereunder. (6.095)

#### **59. Certain Trees and Vegetation not to be Interfered with**

The Holder will not damage harm kill or destroy the trees and vegetation specified in Column 2 of Item 42 of Schedule 1. (6.105)

#### **60. Relics**

- (a) Unless authorised to do so by a permit under Section 87 or a consent under Section 90 of the National Parks and Wildlife Act 1974 and subject to observance and compliance with any conditions imposed on the grant of such permit or consent the Holder will not knowingly disturb destroy deface or damage any aboriginal relic or place or other item of archaeological significance within the land and shall take every precaution in drilling excavating or carrying out other operations or works in the Land against any such disturbance destruction defacement or damage.
- (b) If the Holder becomes aware of any aboriginal relic or place or other item of archaeological significance within the Land the Holder will within 24 hours notify the Director National Parks and Wildlife Service of the existence of such relic place or item.
- (c) The Holder will not continue any operations or works on the Land likely to interfere with or disturb any relic place or item referred to in subclause (b) without the approval of the Director National Parks and Wildlife Service and the Holder will observe and comply with all reasonable requirements of the Director in relation to the carrying out of the operations or works. (6.107)

#### **61. Artefacts**

All fossils artefacts coins articles of value articles of antiquity structure and other remains or things of geological historical or archaeological interest discovered on or under the surface of the Premises shall as between the Minister and the Holder be deemed to be the absolute property of the Minister and the Holder will as authorised by the Minister watch or examine any excavations and the Holder will take every precaution to prevent such articles or things being removed or damaged and shall immediately upon discovery thereof notify the Minister of such discovery and carry out at the

reasonable expense of the Holder the Minister's orders as to the delivery up or disposal of such articles or things. (6.108)

**62. Holder Not to Clear Land**

- (a) The Holder shall not undertake any act upon the Land which would amount to the clearing of any of the land.
- (b) For the purpose of this clause the expression "clearing of any of the land" has the same meaning as that expression in the definition of "low impact future act" in section 24LA of the Native Title Act 1993 (Commonwealth). (6.117A)

**63. Maintenance of Waterways**

The Holder will at all times during the Term ensure that the waterways and submerged land forming the whole or part of the Premises are kept clean and free from debris (whether floating or otherwise) and will do all things necessary to ensure that a free-flowing circulation of water is maintained within the waterways forming part of the Premises. (6.125)

**64. Residence Aboard Vessels**

The Holder will ensure that no person resides on any vessel or vessels moored or berthed at the Premises. (6.127)

**65. Prohibited Use of Vessel**

The Holder will not at any time during the Term carry on or permit to be carried on any noxious noisome or offensive trade business calling or activity on any vessel moored or berthed at or on the Premises. (6.128)

**66. Anti-Pollution Measures**

The Holder will ensure that satisfactory measures are taken to prevent pollution of the waterway adjoining or forming part of the Premises or its foreshores arising out of the use of the Premises or from vessels moored thereat. (6.129)

**67. Holder not to Undertake Dredging or Excavation**

The Holder will not dredge dig up or excavate the land (except such excavation as may be necessary to sink any pile or post) without the prior written consent of the Minister. (6.130)

**68. Public to have Access to Foreshore**

The Holder will allow the public to at all times have access over that part of the Land that is situated below Mean High Water Mark and which is commonly known as the foreshore and any structure constructed on the land shall be constructed so as not to unreasonably obstruct access by the public over such lands. (6.131)

**69. Seawalls**

The Holder will not cause any damage to any retaining wall or seawall situated on the land. (6.133)

**70. Holder to Comply with Maritime Authority of NSW Directions**

The Holder will at all times comply with any directions given by the Maritime Authority of NSW in the interests of safe navigation equitable use of and conservation of waterways and the prevention of pollution. (6.134)

**71. Holding Number to be Displayed**

The Holder will ensure that the Holding Number specified in Column 2 of Item 51 of Schedule 1 in white letters not less than 10 cm high and painted on a black background shall be affixed and kept affixed to the end of the structure referred to in that Item in a prominent position visible from the seaward side. Such sign shall be kept painted so as to be clearly legible throughout the term of the Licence. (6.138)

**72. Alterations not to be made without Consent**

The Holder will not alter or vary any improvement situated on the said Land (whether in existence at the commencement) or constructed or affected under this Licence without the prior written consent of the Minister. (6.140)

**73. Exterior Signs**

The Holder will not without the consent of the Minister erect paint display affix or exhibit upon the exterior of the Premises or upon the interior of the Premises so as to be visible from the outside of the Premises any signs advertisements lights embellishments names notices or hoarding. (6.189)

**74. No Waiver**

No waiver by the Minister of any breach of any covenant obligation or provision in this Licence either express or implied shall operate as a waiver of another breach of the same or of any other covenant obligation or provision in this Licence contained or implied. None of the provisions of this Licence shall be taken either at law or in equity to have been varied waived discharged or released by the Minister unless by its express consent in writing. (6.193)

**75. Holder not to remove Materials**

- (a) The Holder will not mine remove extract dig up or excavate any sand stone gravel clay loam shell or similar substance or permit any other person to undertake any such action without the prior consent in writing of the Minister and subject to such conditions as the Minister may determine.
- (b) Subclause (a) shall not apply to any removal digging up or excavation as may be necessary to construct or undertake any improvement authorised by or under this Licence provided that any such removal digging up or excavation is undertaken in accordance with the requirements of that authority.
- (c) The Minister and the Holder expressly agree that a failure by the Holder to comply with any condition imposed pursuant to subclause (a) shall constitute a failure by the Holder to comply with a provision or covenant of this Licence. (6.194)

**76. Holder to Yield Up**

The Holder will forthwith upon the revocation of this Licence peaceably surrender and yield up to the Minister the Premises in good condition reasonable wear and tear excepted together with all conveniences amenities and appurtenances relating thereto clear and free from rubbish and in good

and substantial repair order and condition in every case having regard to the age of what is being surrendered or yielded up. (6.199)

**77. No Right to Purchase etc**

The Holder expressly acknowledges that the grant of this Licence does not confer a right to purchase the land or to the grant of a lease or to the grant of a further licence. (6.200)

**78. Special Conditions**

The special conditions specified or referred to in Column 2 of Item 71 of Schedule 1 shall be deemed to be conditions and provisions of this Licence. (6.201)

\*\*\*\*\* End of Licence Clauses \*\*\*\*\*

## SCHEDULE 1

Item	Paragraph No	Column 1 (description of variable particulars)	Column 2 - (particulars)
1	17	Holder's Address for service of notices	85 Richard Rd SCOTLAND ISLAND NSW 2105
2	17	Minister's Address for service of notices	Land and Property Management Authority PO Box 3935 PARRAMATTA NSW 2124
3	18	Address for payment of rent	Land and Property Management Authority PO Box 2155 DANGAR NSW 2309
3A	41	Benefited Land	Lot 8 DP 12749 Parish Narrabeen County Cumberland
4	21	Purpose for which Premises may be used	Jetty, Piles, Pontoon, Ramp, Reclamation, Steps
4A	24	No Residence on Premises	No residence
8	26	Commencement Date	30th March 2009
9	26	Expiry Date	15 years from the Commencement Date of the Licence.
11	29	Payment of Rent (DWF IPART)	\$399.00
19	46	Insurance - Public Risk	\$5 Million
34	51	Improvements not to vest in Minister until expiration of period	As described in column 2 of item 4 except reclamation
35	51	Improvements not to vest in Minister until expiration of period - period	3 months
42	59	Trees and vegetation to be preserved	All trees & vegetation on the land except noxious plants
51	71	Holding number	L 450592 is to be displayed visible from the water
71	78	Special conditions or provisions	Annexed as Schedule 2

\*\*\*\*\* End of Schedule 1 \*\*\*\*\*

## SCHEDULE 2

### **79. Sale of Adjoining Freehold**

The Holder agrees to advise the District Manager, Crown Lands NSW, Department of Lands at the address shown in Item 2 of Schedule 1 immediately upon settlement of the sale of the freehold land adjoining the area held under this Licence.

### **80. Reclamation**

No structures shall be erected nor shall any craft equipment or material be stored on the reclaimed land below the mean high water mark unless authorised.

### **81. Berthing of Vessels**

The Holder will ensure that unless the purpose of this Licence provides for "Berthing Area", no vessel shall be permanently berthed on the land.

### **82. Storage of Craft and Equipment and Material**

The Holder shall not store craft or equipment on or adjoining the structures below mean high water mark.

### **83. Variation to Authorised Structures**

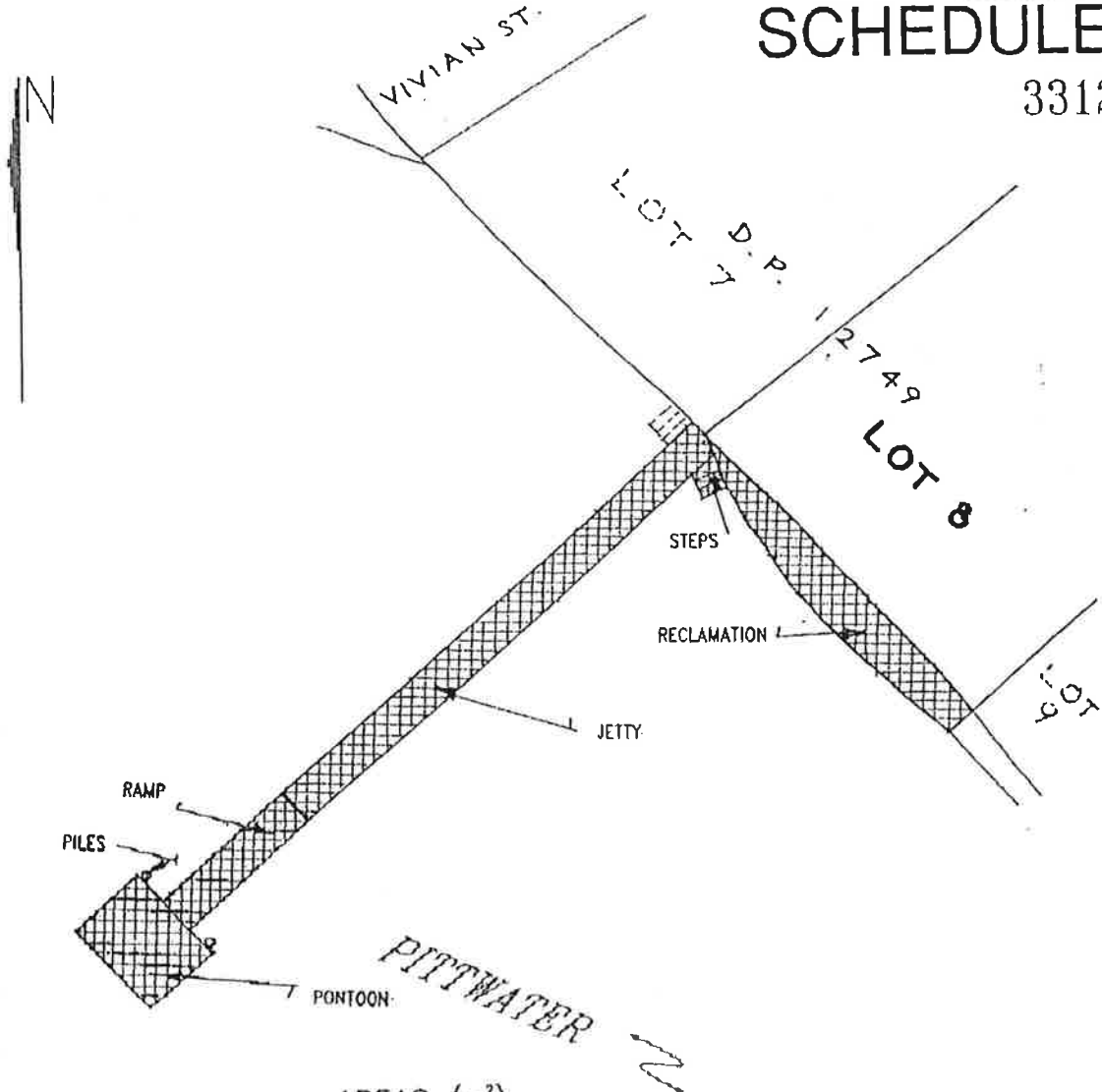
This Licence authorises improvements located on Crown Land formerly held under Licence 331200. In the event that improvements additional to or extending those formerly authorised now exist on adjoining Crown Land without authority then consideration to variation of the area of Crown Land presently authorised for occupation will be necessary and shall be considered by the Minister on its merits in accordance with the provisions of relevant legislation and policies.

\*\*\*\*\* End of Schedule 2 \*\*\*\*\*

**SCHEDULE 3**

**SCHEDULE 3**

331200



**AREAS (m<sup>2</sup>)**

TOTAL AREA (shared)	31.5	SHARED HALF AREA	15.75
JETTY			
TOTAL AREA (shared)	9.0	SHARED HALF AREA	4.5
RAMP			
TOTAL AREA (shared)	12.0	SHARED HALF AREA	6.0
PONTOON			
STEPS	1.0		
RECLAMATION	17.2		
PILES (2)	.		

**LOCALITY SKETCH**  
NOT TO SCALE

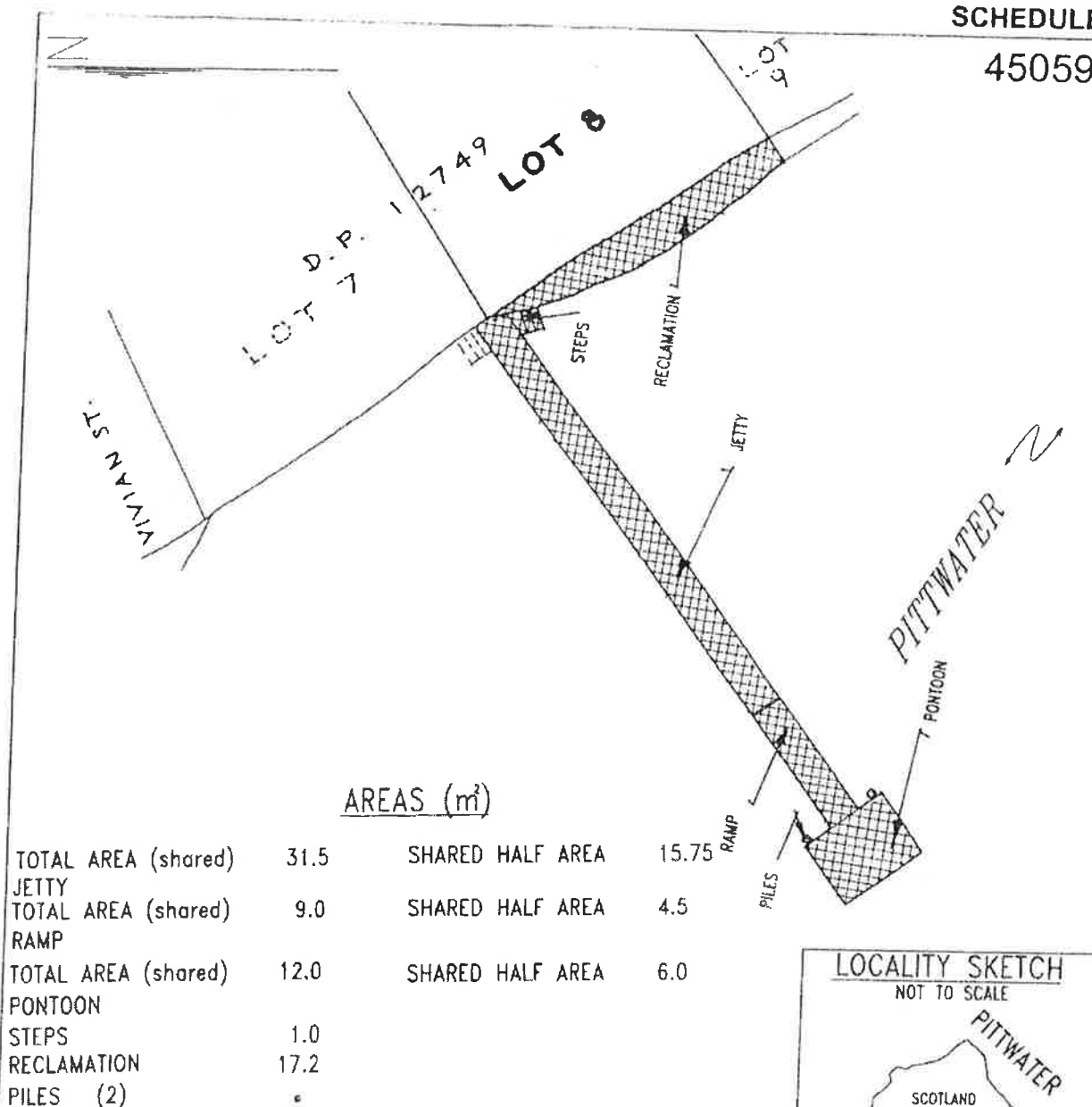


Diagram Showing  
Licence No : 331200  
Holder: G A WACKETT & A E HUNT  
Location: 85 RICHARD ROAD  
SCOTLAND ISLAND 2105

DIAGRAM NOT TO SCALE

Parish: NARRABEEN  
County: CUMBERLAND  
Council: PITTWATER  
District: SYDNEY  
Office: METROPOLITAN  
File No: MN85 H 197  
Date Drawn: 2/12/05  
Drawn From: DP 12749  
IDENT 2005



**SCHEDULE 3****SCHEDULE 3****450592**

Land and Property  
Management Authority

PARISH **NARRABEEN**  
 COUNTY **CUMBERLAND**  
 LAND DISTRICT **METROPOLITAN**  
 DISTRICT OFFICE **SYDNEY REGION**  
 COUNCIL **PITTWATER**  
 FILE No **MN 85 H 197**

DIAGRAM SHOWING LICENCE **450592**  
 ADJOINING Lot: 8 Sec: - DP: 12749

KNOWN AS **85 RICHARD ROAD**  
**SCOTLAND ISLAND NSW 2105**

HOLDER **M BRADLEY**

REDUCTION RATIO: **NOT TO SCALE**

Date: **23 APRIL 2009**

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