

# Contract for the sale of land – 2005 edition

TERM	MEANING OF TERM	
Vendor's agent	<b>First National Real Estate Yamba</b> PO Box 376, YAMBA NSW 2464	<b>Phone: (02) 6646 2299</b> <b>Fax: (02) 6646 9048</b> <b>Ref: Dave Grams</b>
Co-agent		
Vendor	<b>Sylvester Francisco Bernardo Coutinho and Wilma Cabi Coutinho</b> Unit 1/18 Silver Ash Court, BOGANGAR, NSW 2488	
Vendor's Solicitor	<b>TWEED COAST CONVEYANCING</b> 4, 88 Marine Parade, Kingscliff NSW 2487 PO Box 1988, KINGSCLIFF NSW 2487	<b>Phone: 02 6674 8668</b> <b>Fax: 02 6674 0230</b> <b>Ref: CB:D:150125</b>
Completion date	<b>30 days after the date of this contract (clause 15)</b>	
Land (Address, plan details and title reference)	<b>4/7 Edgewater Close, YAMBA, New South Wales 2464</b> <b>Registered Plan: Lot 4 Plan SP 63083</b> <b>Folio Identifier 4/SP63083</b>	
Improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> none <input type="checkbox"/> other:	
Attached copies	<input type="checkbox"/> Documents in the List of Documents as marked or as numbered: <input type="checkbox"/> 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"/> curtains	<input checked="" type="checkbox"/> insect screens	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input type="checkbox"/> pool equipment
	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood	<input checked="" type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> other: ceiling fans, smoke alarms			
Exclusions				
Purchaser				
Purchaser's solicitor				
Price	\$			
Deposit	\$ _____	(10% of the price, unless otherwise stated)		
Balance	\$			
Contract date	(if not stated, the date this contract was made)			

Vendor	Witness
<b>GST AMOUNT (optional)</b> The price includes GST of:	

Purchaser	Witness
<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	
<b>Tax information (the parties promise this is correct as far as each party is aware)</b>	
Land tax is adjustable	<input type="checkbox"/> NO <input type="checkbox"/> yes
GST: Taxable supply	<input type="checkbox"/> NO <input type="checkbox"/> yes in full <input type="checkbox"/> yes to an extent
Margin scheme will be used in making the taxable supply	<input type="checkbox"/> NO <input type="checkbox"/> yes
This sale is not a taxable supply because (one or more of the following may apply) the sale is:	
<input type="checkbox"/> not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))	
<input type="checkbox"/> by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))	
<input type="checkbox"/> GST-free because the sale is the supply of a going concern under section 38-325	
<input type="checkbox"/> GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O	
<input type="checkbox"/> input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)	

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

General	Strata or community title (clause 23 of the contract)
<input type="checkbox"/> 1 property certificate for the land <input type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input type="checkbox"/> 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979) <input type="checkbox"/> 7 section 149(5) information included in that certificate <input type="checkbox"/> 8 sewerage connections diagram <input type="checkbox"/> 9 sewer mains diagram <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 section 88G certificate (positive covenant) <input type="checkbox"/> 12 survey report <input type="checkbox"/> 13 section 317A certificate (certificate of compliance) <input type="checkbox"/> 14 building certificate given under <i>legislation</i> <input type="checkbox"/> 15 insurance certificate (Home Building Act 1989) <input type="checkbox"/> 16 brochure or note (Home Building Act 1989) <input type="checkbox"/> 17 section 24 certificate (Swimming Pools Act 1982) <input type="checkbox"/> 18 lease (with every relevant memorandum or variation) <input type="checkbox"/> 19 other document relevant to tenancies <input type="checkbox"/> 20 old system document <input type="checkbox"/> 21 Crown tenure card <input type="checkbox"/> 22 Crown purchase statement of account <input type="checkbox"/> 23 <del>Statutory declaration regarding vendor duty</del>	<input type="checkbox"/> 24 property certificate for strata common property <input type="checkbox"/> 25 plan creating strata common property <input type="checkbox"/> 26 strata by-laws not set out in <i>legislation</i> <input type="checkbox"/> 27 strata development contract or statement <input type="checkbox"/> 28 strata management statement <input type="checkbox"/> 29 leasehold strata - lease of lot and common property <input type="checkbox"/> 30 property certificate for neighbourhood property <input type="checkbox"/> 31 plan creating neighbourhood property <input type="checkbox"/> 32 neighbourhood development contract <input type="checkbox"/> 33 neighbourhood management statement <input type="checkbox"/> 34 property certificate for precinct property <input type="checkbox"/> 35 plan creating precinct property <input type="checkbox"/> 36 precinct development contract <input type="checkbox"/> 37 precinct management statement <input type="checkbox"/> 38 property certificate for community property <input type="checkbox"/> 39 plan creating community property <input type="checkbox"/> 40 community development contract <input type="checkbox"/> 41 community management statement <input type="checkbox"/> 42 document disclosing a change of by-laws <input type="checkbox"/> 43 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 44 document disclosing a change in boundaries <input type="checkbox"/> 45 certificate under Management Act – section 109 (Strata Schemes) or section 26 (Community Land)

### WARNINGS

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

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

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

### DISPUTES

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

### AUCTIONS

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

### WARNING SWIMMING POOLS

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

### WARNING SMOKE ALARMS

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

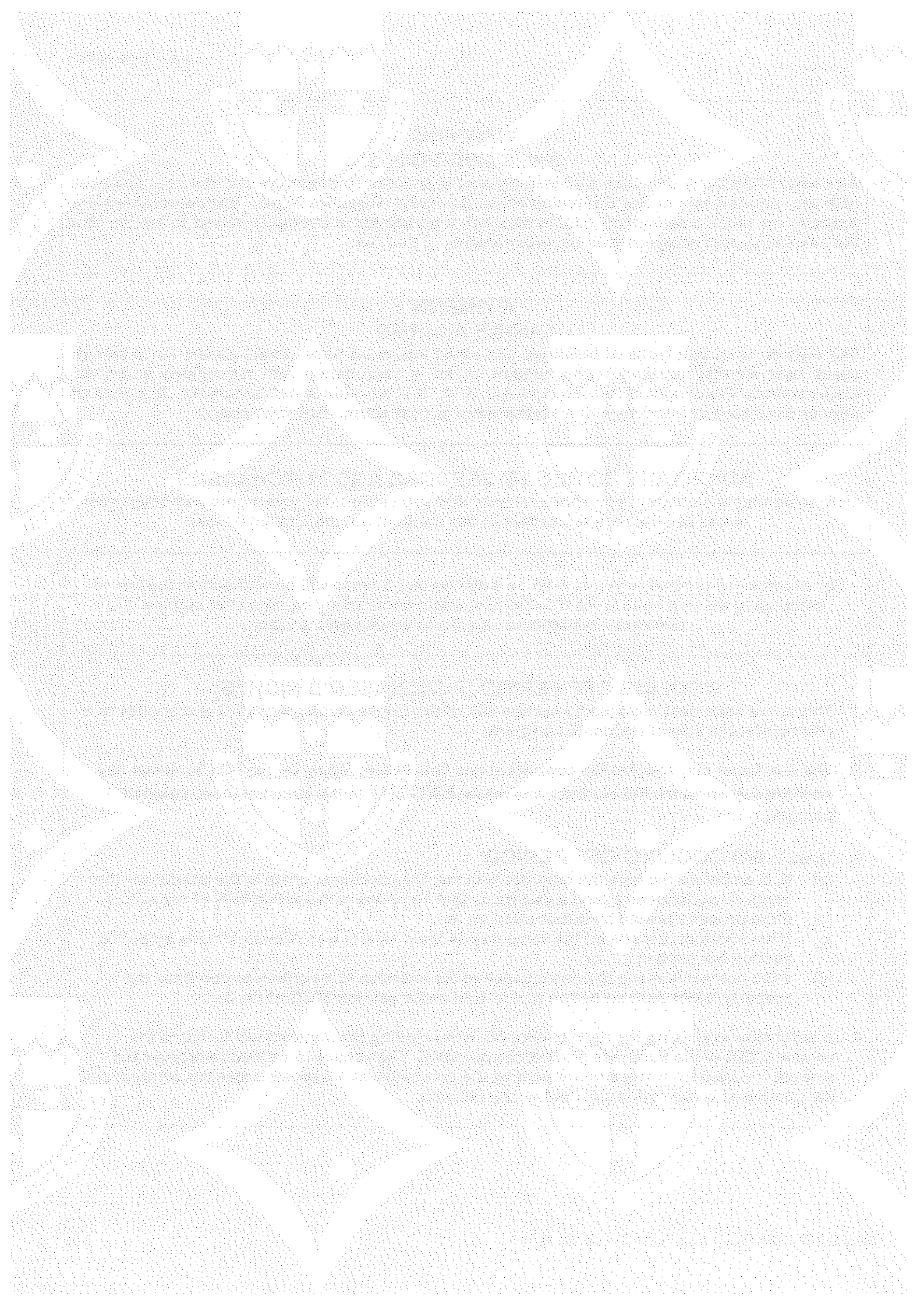
### IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

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

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

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



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

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

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

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



## 2 Deposit and other payments before completion

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

## 3 Payment of vendor duty out of the deposit

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

## 4 Transfer

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

## 8 Vendor's right to rescind

The vendor can *rescind* if -

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

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

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

## 9 Purchaser's default

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

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

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

9.2.1 for 12 months after the *termination*; or

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

9.3 sue the purchaser either -

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

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and

- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

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

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

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

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

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

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

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

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

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

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

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

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

**11 Compliance with work orders**

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

**12 Certificates and inspections**

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

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

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



## 14 Adjustments

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

## 15 Completion date

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

## 16 Completion

### • Vendor

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

### • Purchaser

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

### • Place for completion

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

## 17 Possession

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

- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion -
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion -
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor -
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate mentioned in Schedule J of the Supreme Court Rules 1970.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right -
- 19.1.1 only by *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* -
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is -
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by fax to the *party's solicitor*, unless it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay -
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, and 17 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* includes a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on page 1) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

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



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

## 24 Tenancies

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

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

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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



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

THESE ARE THE SPECIAL CONDITIONS ANNEXED TO THE  
CONTRACT FOR SALE OF LAND

**BETWEEN Sylvester Francisco Bernardo Coutinho and Wilma Cabi Coutinho**  
(Vendor)

**AND** (Purchaser)

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**1. Interpretation**

- 1.1 Headings are for ease of reference only and do not affect the interpretation of this Contract.
- 1.2 If there is any inconsistency between these special conditions and the printed conditions or any annexure to the Contract these special conditions apply.
- 1.3 These special conditions form part of this Contract and shall not be read or applied so as to exclude, modify or restrict all or any of the provisions of the s52A of the Conveyancing Act 1919 or the Conveyancing (Vendor Disclosure and Warranty) regulation or any right/s arising therefrom.
- 1.4 A party that is a trustee is bound both personally and in its capacity as a trustee.
- 1.5 Rights under this Contract which can apply after completion to continue to apply after completion.

**2. Notice to complete**

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

Should the Vendor issue a Notice to Complete in accordance with this clause then in addition to any other monies payable in accordance with the terms of this contract, the Purchaser shall also pay to the Vendor the sum of \$330.00 being the Vendor's agreed legal costs in respect of the issue of such Notice.

**3. Death or incapacity**

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

**4. Purchaser acknowledgements**

The purchaser acknowledges that they have not been induced to enter into this Contract by any statement made or given by or on behalf of the Vendor. The purchaser also acknowledges that:-

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

- 5.** The parties acknowledge that the property is being sold on inspection prior to the Contract. Notwithstanding clause 7 of the Contract, any requirement by the Purchaser for the Vendor to expend monies or do work subsequent to that inspection shall be reasonable grounds entitling the Vendor to rescind this

Contract pursuant to Clause 8 if compliance with any such requisition, is not waived by the Purchaser.

**6. Late completion**

In the event that the Purchaser shall not complete this purchase by the completion date, without default by the vendor, then the purchaser shall pay to the Vendor, in addition to the balance of the purchase money and any other money payable to the Vendor, interest on the balance of the purchase money at the rate of 10% per annum calculated from and including the completion date to the actual completion date. It is agreed that this amount is a genuine pre-estimate of the Vendors loss due to the Purchaser's failure to complete within the specified time.

**7. Agent**

The purchaser warrants that they were not introduced to the vendor or the property by any real estate agent or other person entitled to claim commission as a result of this sale (other than the Vendor's agent, if any, specified in the contract) and the Purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, by any agent arising out of this sale. This condition does not merge on completion of this Contract.

**8. Electronic Exchange**

This Contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument.

Execution by either or both of the parties to the Contract of a facsimile or email copy of this Contract and transmission by facsimile or email of a copy of the Contract executed by that party or their solicitors to the other party or the other party's solicitors shall constitute a valid and binding execution of this Contract by such party or parties.

For the purposes of the Electronic Transactions Act 1999 (Cth) and Electronic Transactions Act 2000 (NSW) each of the parties consents to receiving and sending the Contract electronically.



---

## SECTION 66W CERTIFICATE

I, \_\_\_\_\_ of \_\_\_\_\_,  
, certify as follows:

1. I am a \_\_\_\_\_ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **4/7 Edgewater Close, YAMBA**, from **Sylvester Francisco Bernardo Coutinho and Wilma Cabi Coutinho** to \_\_\_\_\_ in order that there is no cooling off period in relation to that contract;
3. I do not act for **Sylvester Francisco Bernardo Coutinho and Wilma Cabi Coutinho** and am not employed in the legal practice of a solicitor acting for **Sylvester Francisco Bernardo Coutinho and Wilma Cabi Coutinho** nor am I a member or employee of a firm of which a solicitor acting for **Sylvester Francisco Bernardo Coutinho and Wilma Cabi Coutinho** is a member or employee; and
4. I have explained to \_\_\_\_\_ :
  - (a) The effect of the contract for the purchase of that property;
  - (b) The nature of this certificate; and
  - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: \_\_\_\_\_

\_\_\_\_\_

---

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

FOLIO: 4/SP63083  
-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
23/6/2015	2:42 PM	5	9/11/2005

LAND  
-----

LOT 4 IN STRATA PLAN 63083  
AT YAMBA  
LOCAL GOVERNMENT AREA CLARENCE VALLEY

FIRST SCHEDULE  
-----

SYLVESTER FRANCISCO BERNARDO COUTINHO  
WILMA CABI COUTINHO  
AS JOINT TENANTS

(T 8861770)

SECOND SCHEDULE (2 NOTIFICATIONS)  
-----

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP63083  
2 AB897487 MORTGAGE TO ST. GEORGE BANK LIMITED

NOTATIONS  
-----

UNREGISTERED DEALINGS: NIL

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

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

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

FOLIO: CP/SP63083  
-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
23/6/2015	2:42 PM	3	10/9/2013

LAND  
-----

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 63083  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT YAMBA  
LOCAL GOVERNMENT AREA CLARENCE VALLEY  
PARISH OF YAMBA COUNTY OF CLARENCE  
TITLE DIAGRAM SP63083

FIRST SCHEDULE  
-----

THE OWNERS - STRATA PLAN NO. 63083  
ADDRESS FOR SERVICE OF NOTICES:  
7 EDGEWATER CLOSE  
YAMBA 2464

SECOND SCHEDULE (5 NOTIFICATIONS)  
-----

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND  
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE  
STRATA PLAN
- 3 DP716703 RIGHT OF WAY 5 WIDE APPURTENANT TO THE LAND ABOVE  
DESCRIBED
- 4 DP881744 RESTRICTION(S) ON THE USE OF LAND
- 5 AH240205 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)  
-----

STRATA PLAN 63083

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- SP88253	2	- 150	3	- 150	4	- 150
5	- 100	6	- 100	7	- 100	8	- 100

STRATA PLAN 88253

LOT	ENT
9	- 150

NOTATIONS  
-----

UNREGISTERED DEALINGS: NIL

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

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



**COUNCIL'S CERTIFICATE**

having satisfied itself that the requirements of the Strata Schemes (Freehold Development) Act 1973 or Strata Schemes (Leasehold Development) Act 1986 have been complied with, approves of the proposed:

strata plan

illustrated in the annexure to this certificate.

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

\* The council does not object to the encroachment of the building beyond the alignment of

\* This approval is given on the condition that the use of land (including any vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a lot) of the strata scheme concerned as referred to in section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.

Date: 31-5-00  
 Subdivision No.: 46/00 Ab Dinges  
 Complete or details if applicable: General Manager / Authorised Person

**SURVEYOR'S CERTIFICATE**

I, MALCOLM DRUMMOND  
KEOWN & DRUMMOND P/L  
 of 371A PITT ST. SYDNEY  
 a surveyor registered under the Surveyors Act 1983, hereby certify that:

(1) each applicable requirement of  
 Schedule 1A to the Strata Schemes (Freehold Development) Act 1973  
 \* Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986  
 has been met:

(a) the building encroaches on a public place:  
 \* (b) the building encroaches on land (other than a public place) in respect of which there is an appropriate easement:  
 \* has been created by registered \*  
 \* is to be created under section 88B of the Conveyancing Act 1919

(3) the survey information recorded in the accompanying location plan is accurate.  
 Signature: [Signature]  
 Date: 16TH MAY 2000

\* Delete if inapplicable  
 \* State whether dealing or plan, and quote registered number.  
 This is sheet 1 of my Plan in 4 sheets.

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

Heaps, V. Bort  
MCSaB

The signature of Henry Charles Bate has heretofore been affixed in accordance with the Articles of Leslie Muir Holdings Pty Limited and Authority duly registered (ACN 000 256 502) and bearing Book 3702 No 1014  
[Signature]

(Insert type being adopted) Model By-law adopted for this scheme  
 Keeping of Animals: Option A/B/C  
 Schedule of By-laws in 7 sheets filed with plan.  
 \* See By-law apply.  
 \* State out whether inapplicable.

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

PLAN OF SUBDIVISION OF LOT 100 IN D.P. 100 8529

LGA: MACLEAN Locality: YAMBA

Parish: YAMBA County: CLARENCE

Reduction Ratio: 1 Lengths are in metres

Name of, and address for service of notice on, the owner's corporation  
 \* Address required on original strata plan only.  
THE OWNERS STRATA PLAN N° 63083  
N° 7 EDGEWATER CLOSE, YAMBA N.S.W, 2464

FOR LOCATION PLAN  
 SEE SHEET 2

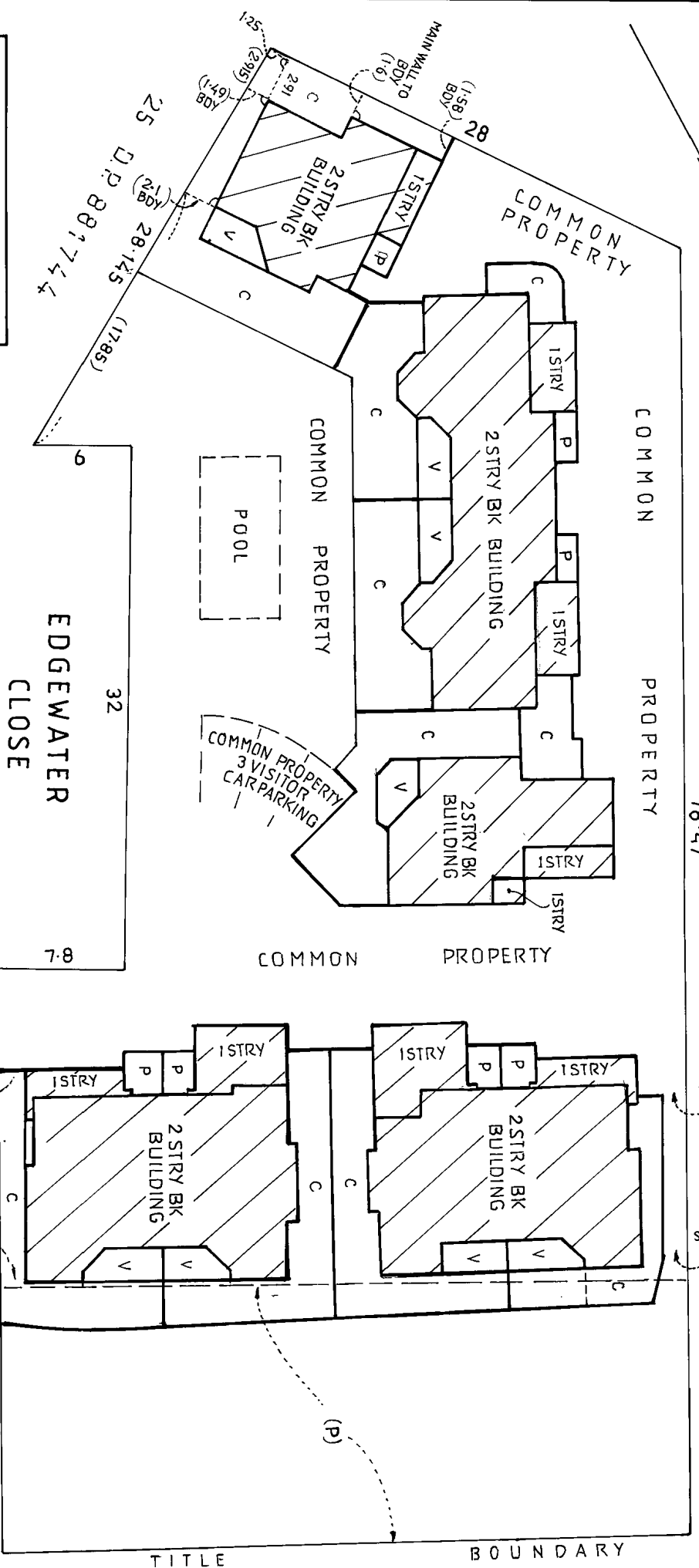
Registered SP63083   
 16.6.2000  
 C.A. SEE CERTIFICATE

Title System: \_\_\_\_\_  
 Purpose: STRATA PLAN  
 Ref. Map: PARISH  
 Last Plan: DP 881744

LOCATION PLAN

SP63083

27 D.P. 879908 78.47



LOT N <sup>o</sup>	UNIT ENTITLEMENT
1	150
2	150
3	150
4	150
5	100
6	100
7	100
8	100
AGGREGATE	1000

- C DENOTES COURTYARD
- P DENOTES PORCH
- V DENOTES VERANDAH
- b DENOTES 90°

(P) RESTRICTION ON THE USE OF LAND (D.P. 881744)

Reduction Ratio 1: 250

Lengths are in metres

Surveyor Registered under Surveyors Act 1928

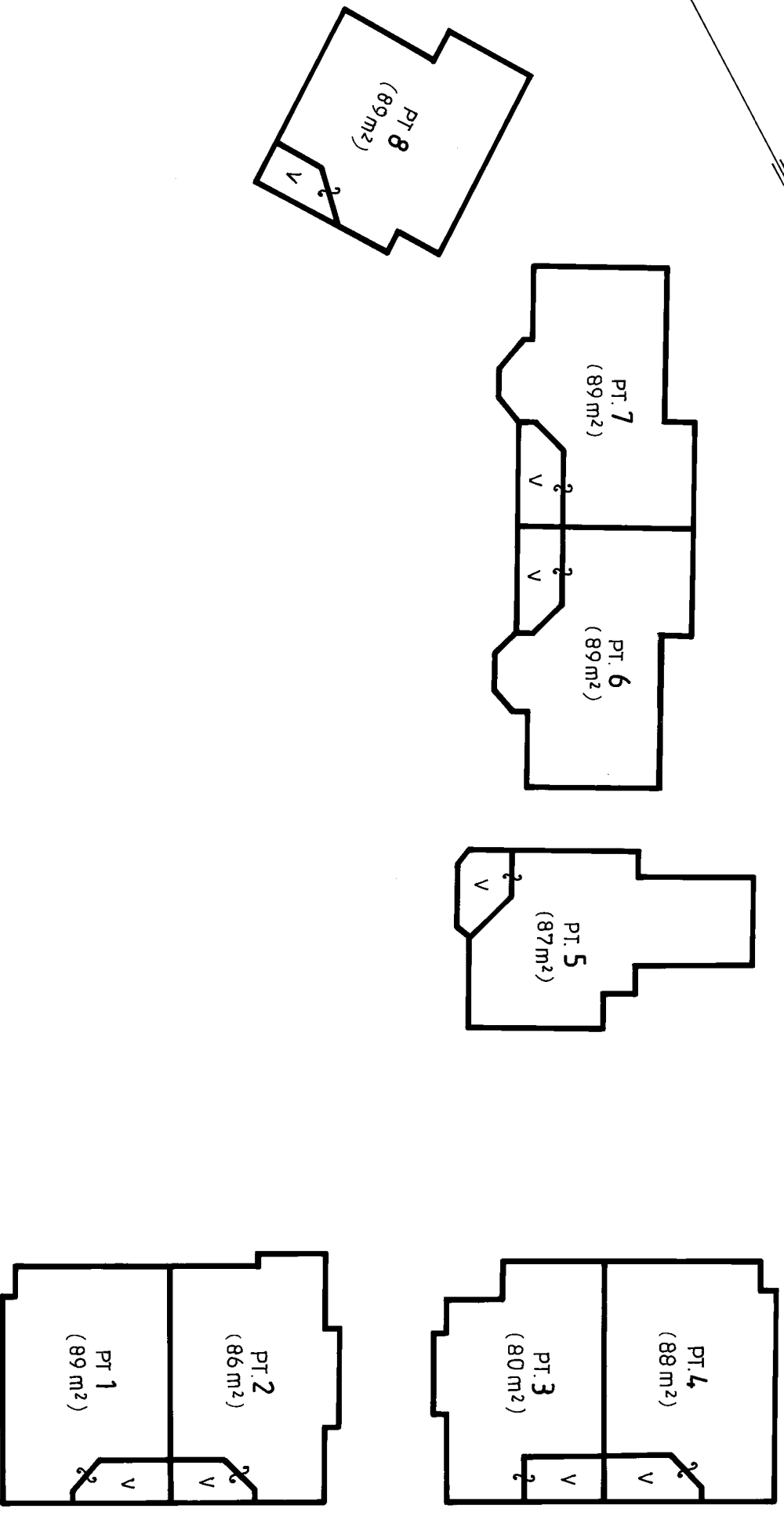
General Manager/Authorised Person

SURVEYOR'S REFERENCE: 7110SDF



LEVEL 2

SP63083




AREAS ARE APPROXIMATE & ARE SHOWN ONLY FOR THE PURPOSES OF THE STRATA TITLES (FREEHOLD DEVELOPMENT) ACT, 1973

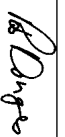
AREAS ARE APPROXIMATE & INCLUDE INCLUDE VERANDAHS.

V DENOTES COVERED VERANDAH.

Reduction Ratio 1: 200

Lengths are in metres

  
 Surveyor Registered under Surveyors Act 1929

  
 General Manager/Authorised Person





INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT 1915

Lengths are in metres

Plan: DP716703

(Sheet 3 of 4 sheets)  
Subdivision covered by Council Clerk's  
Certificate No. 29895 of 21.1.1995

- (c) No roof of any building erected on the land having the burden of this restriction shall be of corrugated metal roof shall not be prohibited by this clause.
- (d) No main building erected or permitted to remain on the land having the burden of this restriction shall have a minimum overall floor area including any attached garage or carport of less than 111.46 square metres.
- (e) No gelling fence shall be erected on the land having the burden of this restriction to the street than the house building line as fixed by the Nucleon Site Council and any fence erected on the front alignment or side alignment for a distance equal to such building line shall not exceed 0.915 metres in height.
- (f) No fence shall be erected on the land having the burden of this restriction other than an adjoining land owned by Henry Charles Bates, Gregory Charles Bates, Leslie Muir Holdings Pty. Limited and Loff Pty. Limited, their executors, successors and assigns other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to the said Henry Charles Bates, Gregory Charles Bates, Leslie Muir Holdings Pty. Limited, Loff Pty. Limited, their executors, successors and assigns and having the burden of this restriction shall be deemed to have been given in respect of every fence for the time being erected.
- (g) No advertisements, hoarding sign or matter of any description shall be erected or displayed on the land having the burden of this restriction.
- (h) No part of any building shall be constructed on any lot having the burden of this easement closer to its common boundary with Lot 43 in the abovementioned plan than a distance of 2.5 metres, PROVIDED THAT this restriction shall be limited to and shall apply only to the northern boundary of any lot having the burden of this restriction.
- 3. Terms of Right of Way 3 metres wide (fifth) referred to in the abovementioned plan.

Names of persons and companies concerned to release, vary or modify the restriction as to user generally referred to in the abovementioned plan:  
Henry Charles Bates, Gregory Charles Bates, Leslie Muir Holdings Pty. Limited and Loff Pty. Limited.

Signed in my presence by Henry Charles Bates by his Attorney Leslie James Learmonth Muir who is personally known to me

*(Signature)*  
*Agilw Spring*

Henry Charles Bates by his Attorney Leslie James Learmonth Muir pursuant to power of Attorney registered No. 661 Book 3443

*(Signature)*

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT 1915

Lengths are in metres

Plan: DP716703

(Sheet 4 of 4 sheets)  
Subdivision covered by Council Clerk's  
Certificate No. 29895 of 21.1.1995

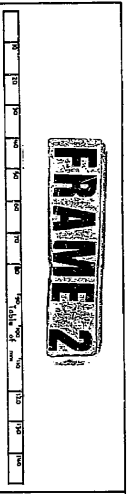
- Signed in my presence by Gregory Charles Bates by his Attorney Leslie James Learmonth Muir who is personally known to me
- Signed in my presence of Leslie Muir Holdings Pty. Limited by its Attorney Leslie James Learmonth Muir who is personally known to me
- Signed in my presence by Loff Pty. Limited by its Attorney Leslie James Learmonth Muir who is personally known to me
- Signed in my presence by Gregory Charles Bates by his Attorney Leslie James Learmonth Muir pursuant to power of Attorney registered No. 662 Book 3443
- Signed in my presence by Leslie Muir Holdings Pty. Limited by its Attorney Leslie James Learmonth Muir pursuant to power of Attorney registered No. 663 Book 3443
- Signed in my presence by Loff Pty. Limited by its Attorney Leslie James Learmonth Muir pursuant to power of Attorney registered No. 664 Book 3443

*(Signature)*

*(Signature)*

INSTRUMENT SETTING OUT INTERESTS CREATED  
PURSUANT TO SECTION 88B, CONVEYANCING ACT,  
1915, LODGED WITH

DP716703  
11/10/1995



This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 1st October, 1985







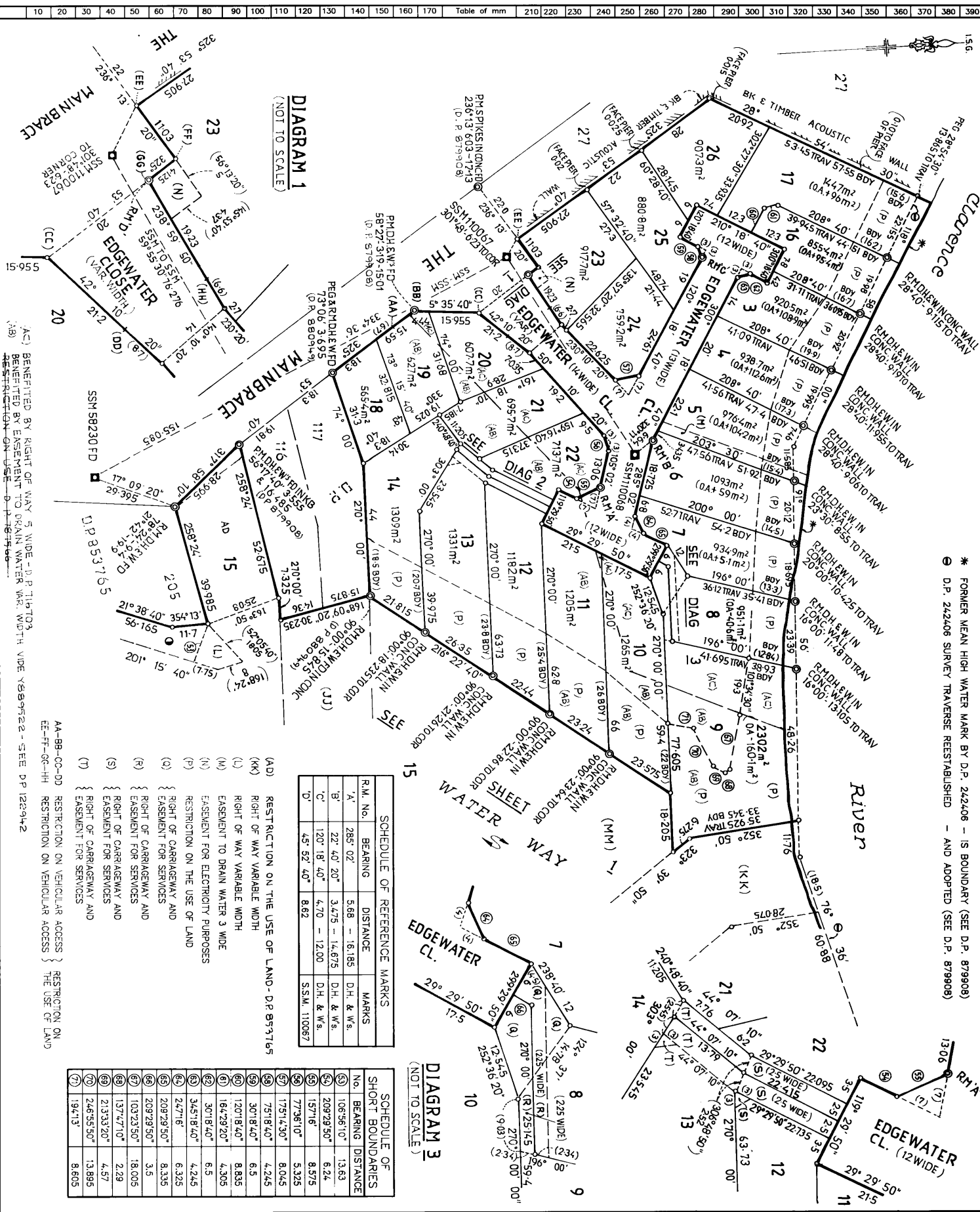


DIAGRAM 1  
(NOT TO SCALE)

DIAGRAM 2  
(NOT TO SCALE)

DIAGRAM 3  
(NOT TO SCALE)

SCHEDULE OF REFERENCE MARKS

R.M. No.	BEARING	DISTANCE	MARKS
A	285° 02'	5.68 - 18.185	D.H. & W.s.
B	22° 40' 20"	3.475 - 14.675	D.H. & W.s.
C	120° 18' 40"	4.70 - 12.00	D.H. & W.s.
D	45° 52' 40"	8.62	S.S.M. 110067

SCHEDULE OF SHORT BOUNDARIES

No.	BEARING	DISTANCE
(1)	106°56'10"	13.63
(2)	209°29'50"	6.24
(3)	301°18'40"	6.5
(4)	345°18'40"	4.245
(5)	247°16'	6.325
(6)	209°29'50"	8.335
(7)	209°29'50"	3.5
(8)	137°47'10"	2.29
(9)	213°33'20"	4.57
(10)	246°55'50"	13.895
(11)	194°13'	8.605

- (AD) RESTRICTION ON THE USE OF LAND - D.P. 897165  
 (AK) RIGHT OF WAY VARIABLE WIDTH  
 (AL) RIGHT OF WAY VARIABLE WIDTH  
 (AM) EASEMENT TO DRAIN WATER 3 WIDE  
 (AN) EASEMENT FOR ELECTRICITY PURPOSES  
 (AO) RESTRICTION ON THE USE OF LAND  
 (AP) RIGHT OF CARPARGWAY AND EASEMENT FOR SERVICES  
 (AQ) RIGHT OF CARPARGWAY AND EASEMENT FOR SERVICES  
 (AR) RIGHT OF CARPARGWAY AND EASEMENT FOR SERVICES  
 (AS) RIGHT OF CARPARGWAY AND EASEMENT FOR SERVICES  
 (AT) RIGHT OF CARPARGWAY AND EASEMENT FOR SERVICES  
 (AU) RESTRICTION ON THE USE OF LAND AA-DD, EE-HH  
 (AV) RESTRICTION ON THE USE OF LAND  
 (AW) RESTRICTION ON THE USE OF LAND

- (AA-BB-CC-DD) RESTRICTION ON VEHICULAR ACCESS } RESTRICTION ON  
 EE-FF-GG-HH RESTRICTION ON VEHICULAR ACCESS } THE USE OF LAND  
 (I) RIGHT OF CARPARGWAY AND EASEMENT FOR SERVICES  
 (J) RIGHT OF CARPARGWAY AND EASEMENT FOR SERVICES  
 (K) RIGHT OF CARPARGWAY AND EASEMENT FOR SERVICES  
 (L) RIGHT OF CARPARGWAY AND EASEMENT FOR SERVICES  
 (M) RIGHT OF CARPARGWAY AND EASEMENT FOR SERVICES  
 (N) RIGHT OF CARPARGWAY AND EASEMENT FOR SERVICES  
 (O) RIGHT OF CARPARGWAY AND EASEMENT FOR SERVICES  
 (P) RIGHT OF CARPARGWAY AND EASEMENT FOR SERVICES  
 (Q) RIGHT OF CARPARGWAY AND EASEMENT FOR SERVICES  
 (R) RIGHT OF CARPARGWAY AND EASEMENT FOR SERVICES  
 (S) RIGHT OF CARPARGWAY AND EASEMENT FOR SERVICES  
 (T) RIGHT OF CARPARGWAY AND EASEMENT FOR SERVICES  
 (U) RIGHT OF CARPARGWAY AND EASEMENT FOR SERVICES  
 (V) RIGHT OF CARPARGWAY AND EASEMENT FOR SERVICES  
 (W) RIGHT OF CARPARGWAY AND EASEMENT FOR SERVICES  
 (X) RIGHT OF CARPARGWAY AND EASEMENT FOR SERVICES  
 (Y) RIGHT OF CARPARGWAY AND EASEMENT FOR SERVICES  
 (Z) RIGHT OF CARPARGWAY AND EASEMENT FOR SERVICES

PLAN FORM 3  
 To be used in conjunction with Plan Form 2  
 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION  
 \* FORMER MEAN HIGH WATER MARK BY D.P. 242406 - IS BOUNDARY (SEE D.P. 879908)  
 D.P. 242406 SURVEY TRAVERSE REESTABLISHED - AND ADOPTED (SEE D.P. 879908)

Plan Drawing only to appear in this space

Registered: 7.12.1998

Registered under Surveyors Act 1929

This is sheet 2 of the plan of the sheets covered by my certificate No. *881744*

Surveyor registered under Surveyors Act 1929

General Manager/Authorised Person  
*Rob Longo*

For use when space is insufficient in my print on Plan Form 2.

Reduction Ratio 1:800

Surveyors Reference: 7110 / CHECKLIST

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

DP 881744

(Sheet 1 of 15 Sheets)

Lengths are in metres

Subdivision covered by Council Clerk's Certificate No. *50/98* of 1998.

**PART 1**

Full name and address of proprietors of the land:

LOFF PTY. LIMITED, HENRY CHARLES BATE, GREGORY CHARLES BATE AND LESLIE MUIR HOLDINGS PTY. LIMITED  
c/- The Mainbrace, Yamba.

1. Identity of easement, restriction or positive covenant firstly referred to in abovementioned Plan:

Restriction on the Use of Land

**SCHEDULE OF LOTS, ETC. AFFECTED**

Lots Burdened

Lots 3 - 14 inclusive and  
Lots 18 - 25 inclusive

Lots & Authority Benefited

*Other*  
Every Lot

2. Identity of easement, restriction or positive covenant secondly referred to in abovementioned Plan:

Right of Way Variable Width (KK)

*RB*

**SCHEDULE OF LOTS ETC. AFFECTED**

Lots Burdened

Lot 15

Lots Benefited

Lots 9, 10, 11, 12, 13 & 14

*CBate*

*Castro*

*Gregory C. Bate*

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

DP 881744

(Sheet 2 of 15 Sheets)

Lengths are in metres

Subdivision covered by Council Clerk's Certificate No. *50/98* of 1998

3. Identity of easement, restriction or positive covenant thirdly referred to in abovementioned Plan:

Right of Way Variable Width (MM) *ref.*

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Lots Benefited

Lot 15

Lots 9, 10, 11, 12, 13 & 14

4. Identity of easement, restriction or positive covenant fourthly referred to in abovementioned Plan:

Right of Way (JJ) *ref.*

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Lots Benefited

Lot 15

Lots 9, 10, 11, 12, 13 & 14

5. Identity of easement, restriction or positive covenant fifthly referred to in abovementioned Plan:

Right of Way Variable Width (L) *ref.*

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Lots Benefited

Lot 15

Lot 205 D.P. 853765

*Gregory P. Bate*

*ca sandus*

*Gregory P. Bate*

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

DP 881744

(Sheet 3 of 15 Sheets)

Lengths are in metres

Subdivision covered by Council Clerk's Certificate No. *50/98* of 1998

6. Identity of easement, restriction or positive covenant sixthly referred to in abovementioned Plan:

Right of Way (LL) *RF*

**SCHEDULE OF LOTS ETC. AFFECTED**

Lots Burdened

Lots Benefited

Lot 15

Lot 16 D.P. 260998

7. Identity of easement, restriction or positive covenant seventhly referred to in abovementioned Plan:

Easement for electricity purposes

**SCHEDULE OF LOTS ETC. AFFECTED**

Lots Burdened

Lot or Authority Benefited

Lot 23

NorthPower

8. Identity of easement, restriction or positive covenant eighthly referred to in abovementioned Plan:

Easement to drain water 3 wide

**SCHEDULE OF LOTS ETC. AFFECTED**

Lots Burdened

Lot or Authority Benefited

Lot 5

Maclean Shire Council

*ACBate*

*CC Sanders*

*Gregory C. Bate*

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

DP 881744

(Sheet 4 of 15 Sheets)

Lengths are in metres

Subdivision covered by Council Clerk's Certificate No. *50/98* of 1998.

9. Identity of easement, restriction or positive covenant ninthly referred to in abovementioned Plan:

Right of Carriageway & Easement for Services (R) *RF*

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Lots Benefited

Lot 9  
Lot 8

Lot 8  
Lot 9

10. Identity of easement, restriction or positive covenant tenthly referred to in abovementioned Plan:

Right of Carriageway & Easement for Services (Q) *RF*

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Lots Benefited

Lot 8  
Lot 9

Lots 7 and 9  
Lots 7 and 8

11. Identity of easement, restriction or positive covenant eleventhly referred to in abovementioned Plan:

Right of Carriageway & Easement for Services (S) *RF*

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Lots Benefited

Lot 12  
Lot 13  
Lot 14

Lot 13  
Lots 12, 14 & 22  
Lots 12, 13 & 22

*ACBate*

*Cl Sanders*

*Gregory Bate*

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

PLAN: *D.P. 881744*

(Sheet 5 of 15 Sheets)

Lengths are in metres

Subdivision covered by Council Clerk's Certificate No. *50/98* of 1998.

12. Identity of easement, restriction or positive covenant twelfthly referred to in abovementioned Plan:

Right of Carriageway & Easement for Services (T) *rf.*

**SCHEDULE OF LOTS ETC. AFFECTED**

**Lots Burdened**

**Lots Benefited**

Lot 13  
Lot 14

Lot 14  
Lot 13

13. Identity of easement, restriction or positive covenant thirteenthly referred to in abovementioned Plan:

Restriction on the Use of Land

**SCHEDULE OF LOTS ETC. AFFECTED**

**Lots Burdened**

**Lots Benefited**

Lot 19  
Lot 20  
Lot 23

Every other Lot & Maclean Shire Council  
Every other Lot & Maclean Shire Council  
Every other Lot & Maclean Shire Council

14. Identity of easement, restriction or positive covenant fourteenthly referred to in abovementioned Plan:

Restriction on the Use of Land (P) *rf.*

**SCHEDULE OF LOTS ETC. AFFECTED**

**Lots Burdened**

**Lots Benefited**

Lots, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12  
13, 14, 16 and 17

Every other Lot

*Albate* *Case*

*Gregory C. Bate*

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

PLAN: *D.P. 881744*

(Sheet 6 of 15 Sheets)

Lengths are in metres

Subdivision covered by Council Clerk's Certificate No. *50/98* of 1998.

15. Identity of easement, restriction or positive covenant fifteenthly referred to in abovementioned Plan:

Restriction on the Use of Land

**SCHEDULE OF LOTS ETC. AFFECTED**

Lots Burdened

Lots Benefited

Lots 16, 17 & 26

*Other*  
Every Lot  
A

**PART II**

1. Terms of Restrictions on the Use of Land firstly referred to in abovementioned Plan:

- (a) No main building shall be erected or permitted to remain on each Lot burdened with an internal floor area of less than One Hundred and Eighty (180) square metres including the area of any enclosed garage but excluding eaves, carports and covered porches.
- (b) No building or buildings shall be erected or placed or permitted to remain erected or placed on each Lot burdened unless wholly constructed of new or substantially new materials at the time of such erection or placement and except with the external wall or walls of brick, stone, concrete, glass, texture coated harditex or similar timber or any combination of the same provided that texture coated harditex or similar or timber shall not be used except as infill panels in conjunction with all or any of the other materials hereinbefore specified as gable ends and further provided that concrete or cement blocks, concrete or cement bricks or split concrete or cement bricks shall not be used unless the said concrete or cement blocks, concrete or cement bricks or split concrete or cement bricks have been rendered and bagged or texture coated.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

PLAN: *D.P. 881744*

(Sheet 7 of 15 Sheets)

Lengths are in metres

Subdivision covered by Council Clerk's Certificate No. *50/98* of 1998.

- (c) No building shall be erected or be permitted to remain erected on each Lot burdened having a roof of corrugated iron or fibro cement sheeting or fibre glass or timber shingle or aluminium or imitation roof tile of any description profiled metal decking or steel roofing provided that the construction of a colourbond metal roof shall not be prohibited by this Clause.
- (d) No garage or outbuilding shall be erected or permitted to remain on each Lot burdened except until after or concurrently with the erection of a main building.
- (e) No caravan or other mobile dwelling shall be transported to, parked or permitted to remain on each Lot burdened except until after the erection of a main building.
- (f) No paling fence shall be erected on the land having the burden of this restriction.
- (g) No animals livestock or poultry of any kind shall be raised bred or kept upon the subject land or any part thereof except that dogs cats or other household pets may be kept provided they are not kept bred or maintained for any commercial purpose.
- (h) No part of the subject land shall be used for any industrial or manufacturing purposes and no offensive or noisy trade or activity shall be carried out on any part thereof.
- (i) No person shall erect or cause or permit to be erected on the subject land or any part thereof any advertisement hoarding or other similar structure and shall not permit the subject land or any part thereof or any building or structure erected thereon to be used for the display of any advertisement or notice except that advertisements or notices may be erected thereon provided that they relate solely to the selling or letting of the subject land or any part thereof or any building erected thereon.

*A. Bate*

*La. S. S.*

*Gregory C. Bate*



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

PLAN: *D.P. 881744* (Sheet 8 of 15 Sheets)

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- (j) No fence shall be erected on the land having the burden of this restriction to divide it from any adjoining land owned by Loff Pty. Limited, Henry Charles Bate, Gregory Charles Bate and Leslie Muir Holdings Pty. Limited their executors, heirs and assigns other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to the said Loff Pty. Limited, Henry Charles Bate, Gregory Charles Bate and Leslie Muir Holdings Pty. Limited their successors and assigns and in favour of any person dealing with the transferee of the land having the burden of this restriction such consent shall be deemed to have been given in respect of every fence for the time being erected.
- (k) No duplexes, villas, townhouses, units or flats (but excluding granny flats) shall be erected on or be allowed to remain on any lot hereby burdened.

2. Terms of Right of Way Variable Width (KK) secondly referred to in abovementioned Plan:

Full and free right and liberty for the registered proprietors of the land having the benefit of this easement their heirs executors administrators and assigns and for every person who is at any time entitled to an estate or interest in possession therein and their tenants servants agents and every person authorised by them from time to time and at all times hereinafter for the purpose of access to and from the said land and the Clarence River and to go pass and repass in a boat whether sailing dinghy rowing boat or runabout (herein called "the boat") but excluding any commercial vessel over the water covering the land having the burden of this easement provided however as follows:-

- (i) nothing shall be done or permitted on the boat which may cause a nuisance danger damage or annoyance to any persons on or about the water covering the land having the burden of this easement;

*H. Bate*

*E. C. Bate*

*Gregory C. Bate*

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

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of 1998.

- (ii) the boat shall not be moored anchored hauled to or made fast in any way but will proceed expeditiously and so as to cause no unreasonable inconvenience to other users of the water covering the land having the burden of this easement;
- (iii) the registered proprietors and their Lessees and assigns of the land having the burden of this easement shall in no case be deemed responsible or liable for any injury or damage which may at any time be occasioned to any person or persons or property whomsoever or whatsoever arising out of the use or misuse of this easement and shall in any event be indemnified by any person or persons causing such injury or damage with respect to all actions proceedings claims or demands in respect thereof;
- (iv) no post pile stage mooring pontoon jetty or other work whatsoever shall be placed or suffered to be placed in or on the water covering the land having the burden of this easement.

3. Terms of Right of Way Variable Width (MM) thirdly referred to, Right of Way (JJ) fourthly referred to, Right of Way Variable Width (L) fifthly referred to and Right of Way (LL) sixthly referred to in abovementioned Plan:

Full and free right and liberty for the registered proprietors of the land having the benefit of this easement their heirs executors administrators and assigns and for every person who is at any time entitled to an estate or interest in possession therein and their tenants servants agents and every person authorised by them from time to time and at all times hereafter to go pass and repass on foot and with the right to carry or haul a boat whether sailing dinghy rowing boat or runabout (herein called "the boat") but excluding any commercial vessel over the water covering the land having the burden of this easement for the purpose of access to and from the land having the benefit of this easement and the Clarence River provided that no boat shall be permitted to lie or be made fast nor shall any slipway mooring or works of

*ACBate*

*Basarelli*

*Gregory A. Bate*

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

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any kind be constructed on the land having the burden of this easement, except with and in accordance with the lease or licence in writing of the registered proprietors or their assigns of the land having the burden of this easement.

4. Terms of Easement for Electricity Purposes (N) seventhly referred to in abovementioned Plan:

Full free right leave liberty and licence for NorthPower, its successors and assigns and their officers, servants, agents, workmen and contractors and all other persons authorised by it or them to act on its or their behalf to inspect alter repair renew replace maintain use and remove on and from the servient tenement the electricity substation situated thereon.

5. Terms of Right of Carriageway & Easement for Services (R) ninthly referred to, Right of Carriageway & Easement for Services (Q) tenthly referred to, Right of Carriageway & Easement for Services (S) eleventhly referred to and Right of Carriageway & Easement for Services (T) twelfthly referred to in abovementioned Plan:

As defined in Parts 1 and 11 respectively in Schedule 8 of the Conveyancing Act 1919.

6. Terms of Restriction on the Use of Land thirteenthly referred to in abovementioned Plan:

- (a) No vehicular access shall be available across those parts of the boundaries of the burdened Lots marked AA, BB, CC, DD, EE, FF, GG and HH on the within Plan provided that this restriction shall not apply to Service Authority vehicles.

*A. Chate*

*B. C. S. S. S.*

*Gregory A. Bate*

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

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- (b) That the entrance wall situated on the Lot or Lots hereby burdened shall not be repainted Provided however that such re-painting shall be permitted if same is done in the same colour or as close as possible to the existing colour.
  
- 7. Terms of Restriction on the Use of Land fourteenthly referred to in abovementioned Plan:
  - (a) No pontoon/jetty shall be erected upon or allowed to remain on any part of the Lots hereby burdened except that pontoons/jetties constructed of concrete, polyurethane or fibreglass with aluminium walkways shall be permitted.
  
  - (b) No structure shall be erected upon or be allowed to remain on that part of the Lots hereby burdened and marked P provided that swimming pools, decks, landscaping and fencing erected in accordance with the building code of the Maclean Shire Council and being less than 4.7 metres A.H.D. in height shall be permitted.
  
  - (c) No decking or other structure shall be erected upon or be allowed to remain on that part of the lots hereby burdened between the revetment wall and that boundary of the subject lot which is under water provided that decking having a floor level of less than 2 metres A.H.D. shall be permitted and if the decking has a railing such railing shall be less than 3.5 metres A.H.D. in height.

*[Signature]*

*[Signature]*

*Gregory C. Bate*

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

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Lengths are in metres

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of 1998.

8. Terms of Restriction on the Use of Land fifteenthly referred to in abovementioned Plan:

- (a) No building or buildings shall be erected or placed or permitted to remain erected or placed on each Lot burdened unless wholly constructed of new or substantially new materials at the time of such erection or placement and except with the external wall or walls of brick, stone, concrete, glass, texture coated harditex or similar or timber or any combination of the same provided that texture coated harditex or similar or timber shall not be used except as infill panels in conjunction with all or any of the other materials hereinbefore specified as gable ends and further provided that concrete or cement blocks, concrete or cement bricks or split concrete or cement bricks shall not be used unless the said concrete or cement blocks, concrete or cement bricks or split concrete or cement bricks have been rendered and bagged or texture coated.
- (b) No building shall be erected or be permitted to remain erected on each Lot burdened having a roof of corrugated iron or fibro cement sheeting or fibre glass or timber shingle or aluminium or imitation roof tile of any description profiled metal decking or steel roofing provided that the construction of a colourbond metal roof shall not be prohibited by this Clause.
- (c) No garage or outbuilding shall be erected or permitted to remain on each Lot burdened except until after or concurrently with the erection of a main building.
- (d) No caravan or other mobile dwelling shall be transported to, parked or permitted to remain on each lot burdened except until after the erection of a main building.

*ACBald.*

*CC Daniels*

*Georgy C. Bahr.*

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

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of 1998.

- (e) No paling fence shall be erected on the land having the burden of this restriction.
- (f) No animals livestock or poultry of any kind shall be raised bred or kept upon the subject land or any part thereof except that dogs cats or other household pets may be kept provided they are not kept bred or maintained for any commercial purpose.
- (g) No part of the subject land shall be used for any industrial or manufacturing purposes and no offensive or noisy trade or activity shall be carried out on any part thereof.
- (h) No person shall erect or cause or permit to be erected on the subject land or any part thereof any advertisement hoarding or other similar structure and shall not permit the subject land or any part thereof or any building or structure erected thereon to be used for the display of any advertisement or notice except that advertisements or notices may be erected thereon provided that they relate solely to the selling or letting of the subject land or any part thereof or any building erected thereon.
- (i) No fence shall be erected on the land having the burden of this restriction to divide it from any adjoining land owned by Loff Pty. Limited, Henry Charles Bate, Gregory Charles Bate and Leslie Muir Holdings Pty. Limited their executors heirs and assigns other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to the said Loff Pty. Limited, Henry Charles Bate, Gregory Charles Bate and Leslie Muir Holdings Pty. Limited their successors and assigns and in favour of any person dealing with the transferee of the land having the burden of this restriction such consent shall be deemed to have been given in respect of every fence for the time being erected.

*H. Bate*

*CA Jarvis*

*Gregory C. Bate*

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

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Name of person or authority having the right to release vary of modify the restrictions:

The Authority having the power to vary release or modify the Restriction on the Use of land thirteenthly referred to is Maclean Shire Council.

Name of persons empowered to release vary or modify Restrictions on the Use of Land firstly, fourteenthly and fifteenthly referred to is Loff Pty. Limited, Henry Charles Bate, Gregory Charles Bate and Leslie Muir Holdings Pty. Limited and in the event that both Loff Pty. Limited and Leslie Muir Holdings Pty. Limited should cease to exist then Henry Charles Bate and Gregory Charles Bate or the survivor of them.

THE COMMON SEAL of LOFF PTY. LIMITED was hereunto affixed with the Authority of the Board of Directors in the presence of:



SIGNED by the said HENRY CHARLES BATE in the presence of:

*H.C. Bate*

*H.C. Bate*

SIGNED by the said GREGORY CHARLES BATE in the presence of:

*H.C. Bate*

*Gregory C. Bate*

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The signature of HENRY CHARLES BATE has hereunto been affixed in accordance with the Articles of LESLIE MUIR HOLDINGS PTY. LIMITED and Authority duly registered and bearing Book 3702 No. 104.

*H. C. Bate.*

*[Handwritten signature]*

*[Handwritten signature]*  
COMMONWEALTH BANK OF AUSTRALIA by its attorney,  
who is *Senior Manager*  
at the time being at *48 MARRIN PLACE SYDNEY*  
is the attorney mentioned and referred to in  
Instrument of Attorney registered in the LAND TITLES OFFICE  
of 4043 No. 618.

SIGNED IN MY PRESENCE BY

*JOHN BERNARD FEYMAN*

.....  
.....  
of the Commonwealth Bank of Australia  
the duly constituted Attorney of the said  
bank who is personally known to me.

*[Handwritten signature]*

REGISTERED  *UBS 7-12-1998*



Form: 15CB  
Release: 3.1  
www.lpma.nsw.gov.au

**CHANGE OF BY-LAW**  
New South Wales  
Strata Schemes Management Act 19  
Real Property Act 1900



**AH240205N**

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

(A) **TORRENS TITLE** For the common property  
FOIO IDENTIFIER CP/SP63083

(B) **LODGED BY**

Document Collection Box <b>BOX 30F</b>	Name, Address or DX, Telephone, and Customer Account Number if any <b>L J KANE &amp; CO</b> <b>LLPN 1238123</b> Reference: <b>PP-SP 63083</b>	CODE <b>CB</b>
--	--	-------------------

- (C) The Owners-Strata Plan No. 63083 certify that pursuant to a resolution passed on 16.12.2011 and  
 (D) in accordance with the provisions of Section 52 of the Strata Schemes Management Act 1996  
 the by-laws are changed as follows—  
 (E) Repealed by-law No. NOT APPLICABLE  
 Added by-law No. NOT APPLICABLE  
 Amended by-law No. 21  
 as fully set out below:

SEE ANNESURE HERETO



(F) The common seal of the Owners-Strata Plan No. 63083 was affixed on 16/12/2011 in the presence of—

Signature(s): *Malcolm Drummond* *Matthew Muir*

Name(s): MALCOLM DRUMMOND MATTHEW MUIR

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

**STRATA SCHEME NO 63083**  
**ANNEXURE TO CHANGE OF BY-LAWS**

**AMENDMENT TO BY-LAW 21**

By-Law 21 of Strata Scheme SP63083 is hereby amended by addition of the following sub-clause:


- “(h) The exclusive use of pontoon X by Lots 1, 2, 3 and 4 is subject to the following:
- (i) No fishing equipment, boats, kayaks, chairs, tables, sail and surfboard equipment or any other equipment is to be left unattended or obstructing the deck of the pontoon, the pontoon ramp or the common property.
  - (ii) No boats or other marine vessels of lengths greater than 5 metres shall be attached and/or moored to the pontoon for more than 10 days in any 3 month period.”



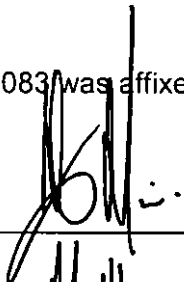
The common seal of the Owners-Strata Plan No. 63083 was affixed on

16th. day of December

2011 in the presence of:

  
\_\_\_\_\_  
Signature (s):

MALCOLM DRUMMOND  
Name(s):

  
\_\_\_\_\_  
Matthew Muir

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

The Amendment of By-Law 21 is consented to by:

The registered proprietors of Lot 1:

Gregory C. Bate \* *ABate*

The registered proprietors of Lot 2:

*James J. [unclear]*

The registered proprietors of Lot 3:

*[Signature]*

The registered proprietors of Lot 4:

*W. [unclear]*  
*[unclear]*

