

# Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	<b>Skyline Real Estate</b> 3//14 Frenchs Forest Road East, Frenchs Forest, NSW 2086	Phone: 9452-3444 Fax: 9452-4555
co-agent		
vendor	<b>Rowan Joseph Huppert and Genevieve Anna Svenne Lang</b> 69 Epping Drive, Frenchs Forest, NSW 2086	
vendor's solicitor	<b>Assured Conveyancing</b> 8, 1003-1005 Pacific Highway, Berowra NSW 2081 PO Box 395, Berowra NSW 2081	Phone: 02 9456 0390 Fax: 02 9456 0359 Ref: NS:TB:18/191 E:nikki@assuredconv.com.au
date for completion land (address, plan details and title reference)	<b>42nd day after the date of this contract</b> 69 Epping Drive, Frenchs Forest, New South Wales 2086 Registered Plan: Lot 69 Plan DP 216410 Folio Identifier 69/216410	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	X documents in the List of Documents as marked or as numbered: X other documents: Requisitions on Title, Home Owners Warranty	

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

inclusions	X blinds	X dishwasher	X light fittings	X stove
	X built-in wardrobes	X fixed floor coverings	X range hood	<input type="checkbox"/> pool equipment
	X clothes line	X insect screens	<input type="checkbox"/> solar panels	X TV antenna
	<input type="checkbox"/> curtains	X other: reverse-cycle	air-conditioner, ceiling fans, wood-burning stove	
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)			

buyer's agent

vendor

**GST AMOUNT (optional)**

The price includes  
GST of: \$

witness

purchaser

☐ JOINT TENANTS    ☐ tenants in common    ☐ in unequal shares

witness

## Choices

Vendor agrees to accept a **deposit-bond** (clause 3) ☐ NO ☐ yes  
**Proposed electronic transaction** (clause 30) ☒ no ☐ YES

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

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

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

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

Purchaser must make an *RW payment* (residential withholding payment) ☒ NO ☐ yes (if yes, vendor must provide further details)

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

***RW payment (residential withholding payment) – further details***

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW payment*: \$

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

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

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

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

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

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

## List of Documents

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

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

1. This is the statement required by section 66X of the *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.

### DISPUTES

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

### AUCTIONS

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

**WARNINGS**

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

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

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

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>RW rate</i> );
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

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



## 7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

## 8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;

8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and

8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

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

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

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

9.2.1 for 12 months after the *termination*; or

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

9.3 sue the purchaser either –

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

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

9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

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

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

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

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

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

- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- 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 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the GST Act have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, 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.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *RW payment*.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.

**16 Completion****• 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 lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

**• Purchaser**

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

**• Place for completion**

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

**17 Possession**

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

## 19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

## 20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

## 21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

## 22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

**23 Strata or community title**

- **Definitions and modifications**

- 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 –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 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 determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 Normally, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
  - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract; or

- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

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

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

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

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
  - 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must serve a proper abstract of title *within* 7 days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
  - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
  - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
  - 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) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.
- 27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within* 42 days after the purchaser serves the purchaser's part of the application, the purchaser can *rescind*; or
  - 27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
  - 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.



**28 Unregistered plan**

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
  - 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

**29 Conditional contract**

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

**30 Electronic transaction**

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
  - 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
  - 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
  - 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
    - bear equally any disbursements or fees; and
    - otherwise bear that *party's* own costs;
 incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
  - 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days of receiving an invitation from the vendor to join the Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days of being invited to the Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day before the date for completion*, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
  - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                                 |   |
|---------------------------------|---|
| <i>adjustment figures</i>       | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>     | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;  |
| <i>completion time</i>          | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <i>conveyancing rules</i>       | the rules made under s12E of the Real Property Act 1900;  |
| <i>discharging mortgagee</i>    | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i>                     | the Electronic Conveyancing National Law (NSW);   |
| <i>effective date</i>           | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;  |
| <i>electronic document</i>      | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;   |
| <i>electronic transfer</i>      | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ;   |
| <i>electronic transaction</i>   | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;   |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;  |
| <i>incoming mortgagee</i>       | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;  |
| <i>mortgagee details</i>        | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;  |
| <i>participation rules</i>      | the participation rules as determined by the <i>ENCL</i> ;  |
| <i>populate</i>                 | to complete data fields in the <i>Electronic Workspace</i> ; and  |
| <i>title data</i>               | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .   |

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

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

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**32. Changes to Printed Clauses**

- (a) Clause 7.1.1 – delete “5%” and insert “1%” in place thereof
- (b) Clause 16.5 – delete the words “plus any 20% of that fee”
- (c) Clause 16.7 – delete the words “by cash”
- (d) Clause 16.12 is deleted

**33. ~~Release of Deposit~~**

~~Notwithstanding anything herein contained, the purchasers agree that, if required by the Vendor, the Purchaser will sign all the necessary documentation to allow the deposit or any part thereof to be released to enable the Vendor to apply the same as a deposit on a property that they propose to purchase provided that such deposit is paid into another agents or solicitors Trust Account and not to be released further. Should the purchaser not provide such an authority this will constitute default under the contract and Clause 9 shall apply.~~

**34. Deposit by Instalments (if exchanged with Cooling-Off)**

The deposit shall be paid by the following instalments as follows:

- (a) As to 0.25% of the purchase price forthwith;
- (b) As to the balance of the deposit prior to expiry of the Cooling-Off Period unless the Purchaser has rescinded the Contract during such period.

**35. Deposit by Instalments**

Despite clause 2.2, the Purchaser shall pay with time of the essence (if agreed by the Vendors Conveyancer in writing), the total deposit of 10% as specified on the front page of the contract in the amounts and upon the dates as follows:

- (i) 5% upon the date of this contract, or 5% at the expiration of the Cooling-Off period if contracts exchanged under Cooling-Off conditions
- (ii) 5% upon the first to occur of (1) completion of this contract, and (2) the date upon which the Vendor terminates this contract.

The Purchaser acknowledges that, notwithstanding any other correspondence issuing from any person (and in particular from the Agent or any representative of the Vendor), the deposit payable pursuant to this contract is equivalent to 10% of the purchase price to secure the Purchaser's obligations pursuant to this contract.

### **36. Completion**

- (a) Completion of this contract will take place on or before 3.30pm on the date for completion.
- (b) If this contract is not completed on or by the date for completion date the Vendor and the Purchaser will be entitled by notice in writing to the other to fix a date for completion of this contract and in this regard making time for completion essential.
- (c) It is expressly agreed by the Vendor and the Purchaser that fourteen (14) days between (but excluding) the date of service of the notice and (and including) the date for completion specified in the notice will be reasonable and adequate time for the insertion in any notice served by one party on the other requiring completion of this Contract even though the period includes dates which are not business days. Either party may at any time withdraw the notice without prejudice to the continuing right to give any further such notice.
- (d) If completion does not take place on or before the date for completion for any reason not solely attributable to the Vendor, then without prejudice to all other remedies of the Vendor, the Purchaser must pay on completion to the Vendor by way of default interest on the balance of the purchase money at the rate of ten per centum (10%) per annum calculated from (but excluding) the date for completion until the date of completion of this Contract. It is agreed that this amount is a genuine pre-estimate of the Vendors loss of interest for the purchase monies and liability for rates and outgoings. The Purchaser will not be entitled to require the Vendor to complete this contract unless the interest has been paid.
- (e) If either party issues a Notice to Complete then the other party shall allow the sum of two hundred and seventy five (\$275.00) dollars (inc GST) on settlement. The parties acknowledge that payment of such sum is an essential term of the contract.
- (f) If the Purchaser requires settlement to take place at a venue other than nominated by the Vendor then the Purchaser will allow on settlement the sum of one hundred and ten (\$110.00 dollars (inc GST) on settlement. The purchaser acknowledges that payment of such sum is an essential term of the contract.
- (g) If the Purchaser fails to complete the purchase in accordance with Clause 15 following a scheduled appointment and requires settlement to be rescheduled then the Purchaser will allow on settlement the sum of one hundred and ten (\$110.00 dollars (inc GST). The purchaser acknowledges that payment of such sum is an essential term of the contract.

**37. Submission of Transfer**

The Purchaser hereby agrees that they will allow the amount of \$110.00 (GST inclusive) on settlement, if the Transfer is not served to the Vendors Licensed Conveyancer 14 days prior to the agreed settlement date to cover the cost of the Vendors Licensed Conveyancer preparing their own Transfer Execution Page.

**38. Whole Agreement**

The agreements, provisions, terms, conditions and warranties contained in this contract comprise the whole of the bargain between the parties hereto and the parties hereto expressly agree and declare that no further or other agreements, provisions, terms, conditions or warranties exist or apply.

**39. Vendor's Agent**

The Purchaser warrants that it was not introduced to the property or to the Vendor by a real estate agent (other than the agent (if any) described in the Meaning of Terms "Vendor's Agent") in circumstances which could give rise for commission or remuneration in respect of the sale. The purchaser indemnifies the Vendor from and against any claim (including all legal costs both on a party and party and solicitor and client basis incurred by the Vendor in connection with such claim) or demand made by any other agent as to commission or remuneration in respect of the sale. This clause shall not merge on completion.

**40. Death or Bankruptcy**

Without in any manner negating limiting or restricting any rights or remedies which would have been available to either party at Law or Equity has this clause not be included herein, should any of the Vendors or Purchasers or any one of them prior to completion:

- (a) die or become mentally ill or be declared bankrupt then either party may rescind the contract by notice in writing forwarded to the solicitor named as the other parties solicitor and thereupon the within contract shall be at an end and the provisions of Clause 19 hereof shall apply; or
- (b) being a company resolved to go into liquidation or have a petition for winding up presented or enters into any scheme or arrangement with its creditors under the corporations law, or should any liquidator, receiver or official manager be appointed in respect of either party then that party shall be deemed to be in default hereof.

If the purchaser is a natural person, the purchaser warrants to the vendor that the purchaser:

- (a) is not an undischarged bankrupt

- (b) has not entered into a personal insolvency agreement or called a meeting of creditors under Part X of the Bankruptcy Act 1966; and
- (c) has not committed an act of bankruptcy

**41. Representation and Warranties**

(a) The Purchaser warrants that:

- (i.) unless stated otherwise in this contract, it has not entered into this contract in reliance on any documents or brochures produced on any expressed or implied statement, representation, promise or warranty made by the Vendor or on its behalf (including any real estate agent) in respect of any matter relating to the property or which has or may have an effect on the property, including but not limited to the matters in (ii.) hereunder;
- (ii.) it shall not make any objection, requisition or claim for compensation in relation to nor rescind terminate or delay completion of this contract because of:
  - (A) the location of the property;
  - (B) the condition or state of repair of the property and improvements and the furnishings and chattels on completion or depreciation occurring between execution of this contract and completion;
  - (C) the suitability of the property or improvements for any use including, without limitation, the conduct of a business or any development whatsoever;
  - (D) the rights and privileges relating to the property;
  - (E) the financial return or income to be derived from the property;
  - (F) any matter disclosed by any sewerage service diagram;
  - (G) the presence in or upon the property of asbestos or other hazardous substances or any environmental hazard or contamination;
  - (H) the presence of any sewer drain manhole or vent on the property;
  - (I) any rainwater downpipe being connected to the sewer;
  - (J) the state of repair or condition of any service to or on the property ("service" includes air, communication, drainage, stormwater, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
  - (K) the nature, location, availability or non-availability of any such service;
  - (L) whether or not the property is subject to or has the benefit of any right or easement in respect of any such service or the mains pipes or connections thereof.
  - (M) the compliance or non-compliance with any restriction on user
  - (N) any key not in the possession of the vendor.



(O) Any lawns not mowed or up keeping of the gardens.

- (b) The Purchaser accepts the property and improvements in their present state of repair and subject to any latent or patent defects or any infestation or dilapidation. The purchaser shall not call upon the Vendor to carry out any repairs whatsoever in relation to the property, improvements and or inclusions.

**42. Documents attached to Contract**

If before this contract is signed by or on behalf of the purchasers a document or copy of a document at the request of the Vendor or the Vendor's solicitors, was attached to this contract by or on behalf of the purchaser or the purchasers solicitors the person attaching that document or copy do so as the agent of the Vendor.

**43. Severability**

Each of the provisions of this contract for sale shall be severable from each other and the invalidity, illegality or unenforceability of any provision herein contained shall not prejudice or in any way affect or impair the validity or enforceability of the remaining provisions hereof.

**44. Surveyors Report and Building Certificate**

- (a) The Vendor does not hold a Surveyors Report or Building Certificate;
- (b) Completion of this contract is not conditional on the vendor or the purchaser obtaining a Surveyors Report or Building Certificate.

Subject to the provisions of Schedule 3 of the Conveyancing (Sale of Land) Regulations, if the purchaser applies for a Building Certificate from Local Council after the date of this contract and the council after the date of this contract but before completion:

- (a) makes a work order under any legislation;
- (b) refuses to issue the certificate for any reason; or
- (c) informs the purchaser of work to be done before it will issue the certificate,

the purchaser shall not make an objection, requisition, claim for compensation rescind, delay completion nor require the vendor to do any work to the property to enable the certificate to be issued.

Should the purchaser become entitled to rescind this contract for breach of the warranty in Clause 1(d) of the schedule 3 Part 1 of the Conveyancing (Sale of Land) Regulations, the Vendor shall also be entitled to rescind the contract provided such right is exercised before the purchaser has served his/her notice of rescission.

**45. Guarantee by director of purchaser company**

This clause applies if the purchaser is a company and is an essential element of this contract and shall be constituted as a Deed. Contract means the contract for sale of which this Guarantee forms part and expressions used in this Deed have the same meaning as in the Contract.

I, \_\_\_\_\_

of \_\_\_\_\_

(“the Guarantor”) being a Director of the Purchaser \_\_\_\_\_ Pty

Limited ACN \_\_\_\_\_, in consideration of the Vendor, at our request, agreeing to sell the property to the Purchaser:

- (i) guarantee to the Vendor the due and punctual performance of the purchaser’s obligations under this contract; and
- (ii) the payment to the vendor of every amount payable by the purchaser under this contract; and
- (iii) further covenant and indemnify and will keep the vendor indemnified against any loss and damage which the Vendor may suffer in consequence of any failure of the Purchaser to perform its obligations under the Contract.

The Guarantor acknowledges that prior to executing this Guarantee, they have read and understood the terms and conditions of the Contract in their entirety and their obligations under this Guarantee.

Executed as a Deed:

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Guarantors signature

\_\_\_\_\_  
Witness full name

\_\_\_\_\_  
Guarantors Full Name

\_\_\_\_\_  
Witness address

**46. Exchange with copy signature**

This Contract may be made by the exchange of counterpart Contracts including a copy signature of either party. The party providing the counterpart Contract with the copy signature will, as soon as practicable, forward the front page of the Contract with the original signature to the other party for substitution of the copy signature.

**~~47. Special Levy (Strata Title Property Only)~~**

~~The Vendor and the Purchaser acknowledge that any special levy instalment due after the date of this contract is the sole responsibility of the Purchaser. This clause shall not merge on completion.~~

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

---

### Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. (a) What are the nature and provisions of any tenancy or occupancy?  
(b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.  
(c) Please specify any existing breaches.  
(d) All rent should be paid up to or beyond the date of completion.  
(e) Please provide details of any bond together with the Rental Bond Board's reference number.  
(f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:  
(a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?  
(b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

### Title

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

### Adjustments

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

### Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?  
(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?  
(c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.  
(d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.  
(e) In respect of any residential building work carried out in the last 7 years:  
(i) please identify the building work carried out;  
(ii) when was the building work completed?  
(iii) please state the builder's name and licence number;  
(iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?

17. If a swimming pool is included in the property:
  - (a) when did construction of the swimming pool commence?
  - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  - (d) are there any outstanding notices or orders?
18.
  - (a) To whom do the boundary fences belong?
  - (b) Are there any party walls?
  - (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

#### **Affectations**

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
  - (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
  - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
  - (c) any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
  - (a) any resumption or acquisition or proposed resumption or acquisition?
  - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
  - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
  - (e) any realignment or proposed realignment of any road adjoining the property?
  - (f) any contamination?
22.
  - (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
  - (b) If so, do any of the connections for such services pass through any adjoining land?
  - (c) Do any service connections for any other property pass through the property?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

#### **Capacity**

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

#### **Requisitions and transfer**

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



LAND  
REGISTRY  
SERVICES

# Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 69/216410

SEARCH DATE	TIME	EDITION NO	DATE
16/7/2018	2:13 PM	2	1/5/2013

LAND

LOT 69 IN DEPOSITED PLAN 216410  
AT FRENCH'S FOREST  
LOCAL GOVERNMENT AREA NORTHERN BEACHES  
PARISH OF MANLY COVE COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP216410

FIRST SCHEDULE

ROWAN JOSEPH HUPPERT  
GENEVIEVE ANNA SVENNE LANG  
AS JOINT TENANTS

(T AH697446)

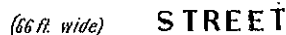
SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 J506544 COVENANT
- 3 EASEMENT FOR DRAINAGE APPURTENANT TO THE LAND ABOVE DESCRIBED  
AFFECTING THE DRAINAGE EASEMENT 3FT WIDE IN THE TITLE DIAGRAM  
CREATED BY-  
J324068 (LOT 70), J506544 (LOTS 71, 72 & 75)
- 4 EASEMENT FOR DRAINAGE AFFECTING THE DRAINAGE EASEMENT 3FT WIDE  
SHOWN IN THE TITLE DIAGRAM CREATED BY-  
J288585, J332731, J357391, J429266, J506544
- 5 AH697447 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

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



D.P. 216410

9  
:0  
N  
0  
01  
4  
00  
03

COBB  
ST.

DOWN (50 ft. wide)  
PLACE

DRIVE

DP216410

1 4 SHIRTS

Registered:  2010

CA: 2000:01:9:1, 5

the system: . . . . . 2

Ref. Map: Harrington Sh. 58

Last Plan D. P. 211880.

**PLAN OF**

Subdivision of Lot 2  
in D.P. 211890...

**Scales:** 60 feet to an inch

Men./Shire  
Worjinaab

Locality: French's Fores.

Parish:.....Magna, N.Y., Co. Caye

County.....CUMBERLAND

L. Keith, Morlin, Mackenzie.

of 10,100,114,010, 030,000

is accurate and has been made (7) by me (2) was  
[unaffiliated] in accordance with the Survey

Keith M. Mabe

Surveyor registered under Surveyors Act, 1929, as  
Datum line of Azimuth. A - B

Statements of Dedications, Easements,  
(Signatures and Seals to appear in panel pro-

1. It is intended to dedicate Epping Dr

the pathway 12 feet wide to the P. U.  
It is intended to demonstrate this 50-year

2. It is intended to draw an essential

Admission Sheet over part of lots B & C

Warrington.

drainage 8 ft. wide opposite end to Ad  
signe over end of lot 36 in favour

For more information, call 1-800-368-2772.

5. It is intended to grant an easement

(b) Appurtenant to lot 62 over part of

(5) Appurtenant to lot 63 over part lots 64 to 72 and part of lot 75.

(c) Appurtenant to lot 64 over parcels 65 to 72 and part of lot 75.

(g) Appurtenance to Lot 65 and part of Lots 66 to 72 and part of Lot 75

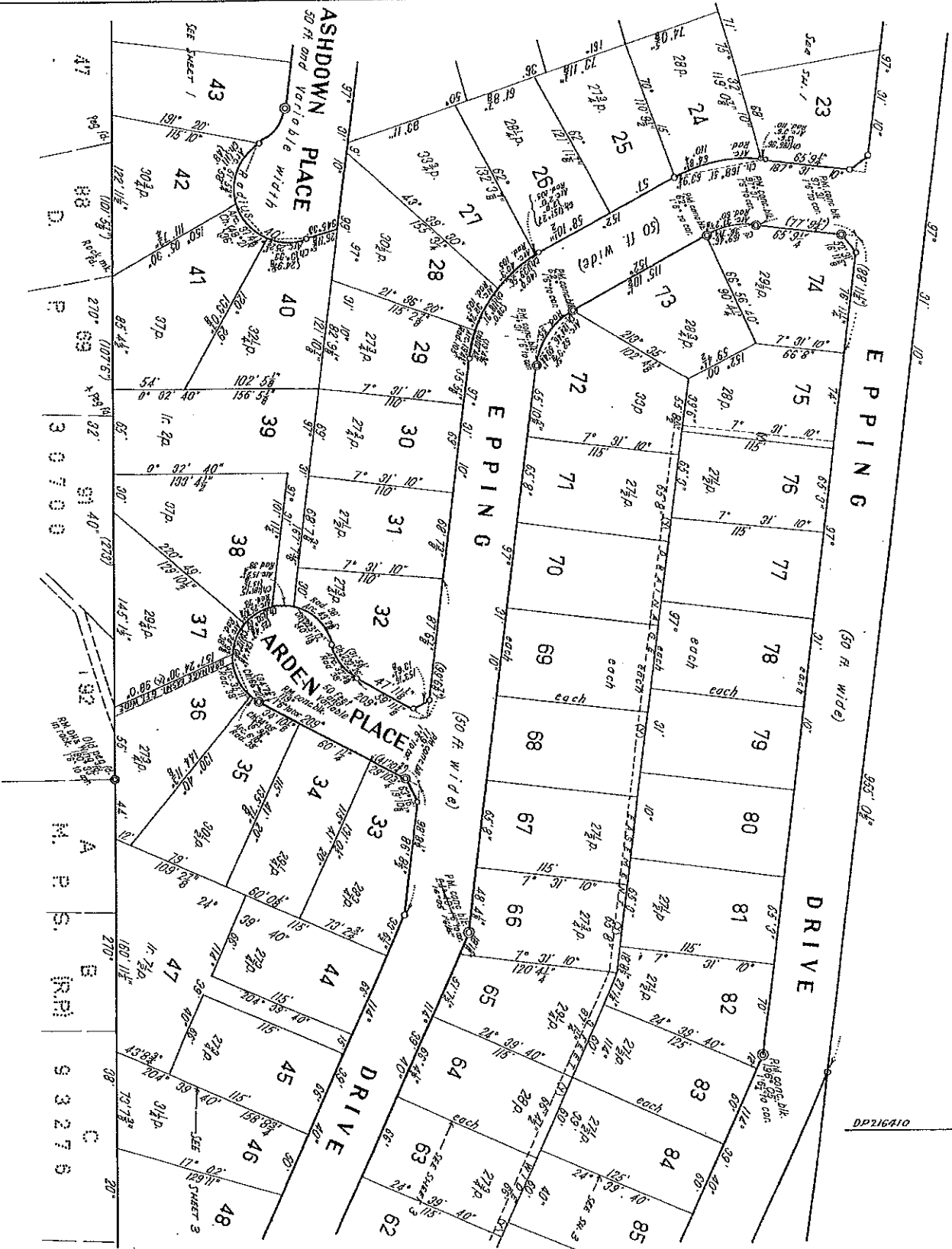
Lot's 67 to 72 and part of Lot 75.

\* Stricken out either (1) or (2). Present name of

**WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.**

OFFICE USE ONLY.

Form No. 4 — To be used in conjunction with Forms 2 or 3. WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.



DP216410 2 of 4 SHEETS

Registered: 18/12/1980

This is Sheet 2 of my plan in 4

Sheets dated 24/9/82

Keill M. Macleod

Survey registered under Surveyor Act, 1925, as amended.

This is Sheet 2 of the plan of 4

Sheets covered by my Certificate No.

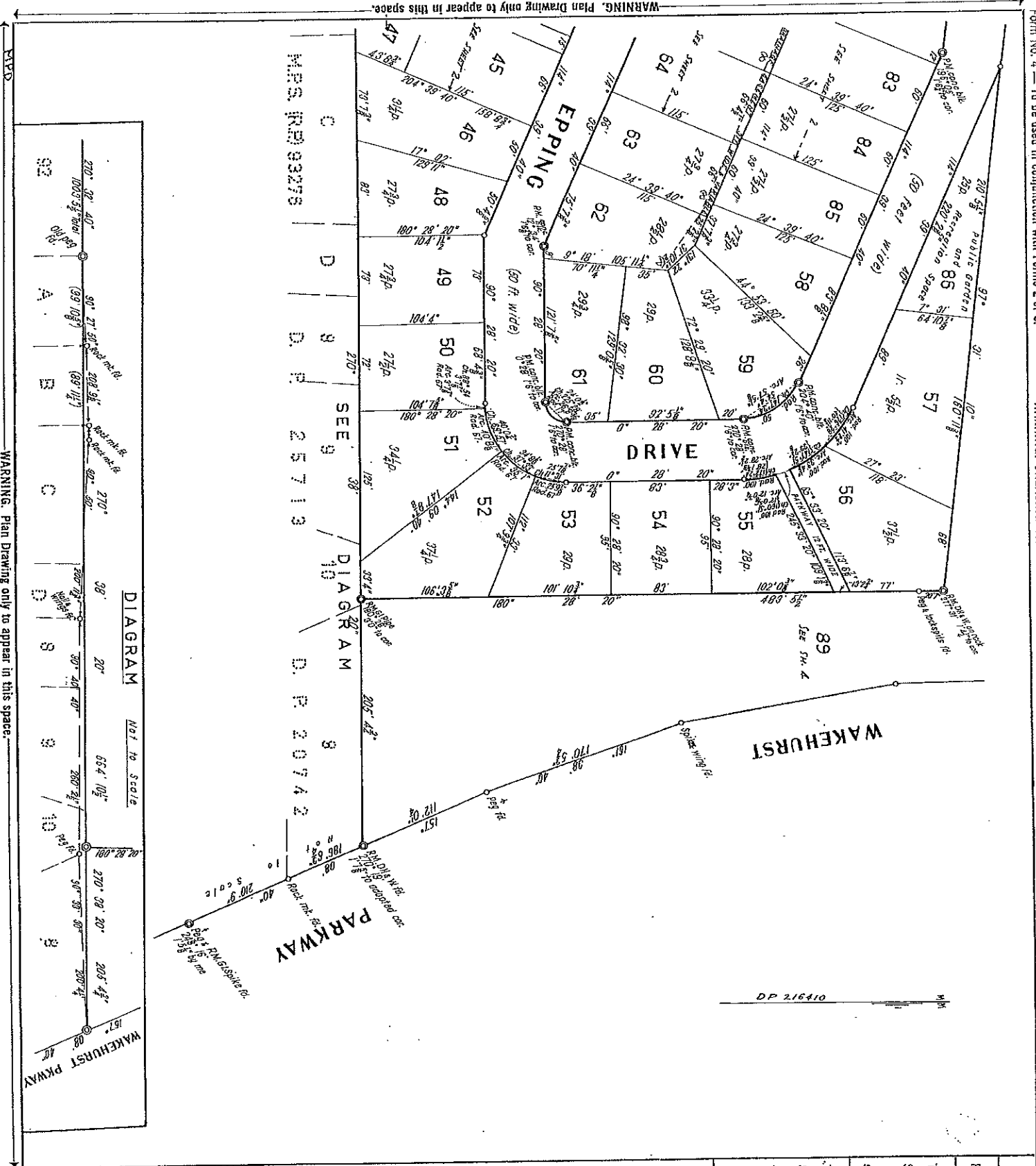
5700 of 5 NOV 82

Council Clerk

- (a) Appurtenant to Lot 67 over part of Lots 68 to 72 and part of Lot 75.
- (b) Appurtenant to Lot 68 over part of Lots 69 to 72 and part of Lot 75.
- (c) Appurtenant to Lot 69 over part of Lots 70 to 72 and part of Lot 75.
- (d) Appurtenant to Lot 70 over part of Lots 71 and 72 and part of Lot 75.
- (e) Appurtenant to Lot 71 over part of Lots 72 and 75.
- (f) Appurtenant to Lot 72 over part of Lot 75.
- (g) Appurtenant to Lot 6 over part of Lot 7.
- (h) It is intended to grant an easement for drainage 3 feet wide and variable as shown.
- (i) Appurtenant to Lot 60 over part of Lots 62 and 72 + part of Lot 75.
- (j) Appurtenant to Lot 59 over part of Lots 62 to 72 and part of Lot 75.

Scale: 60 feet to an inch





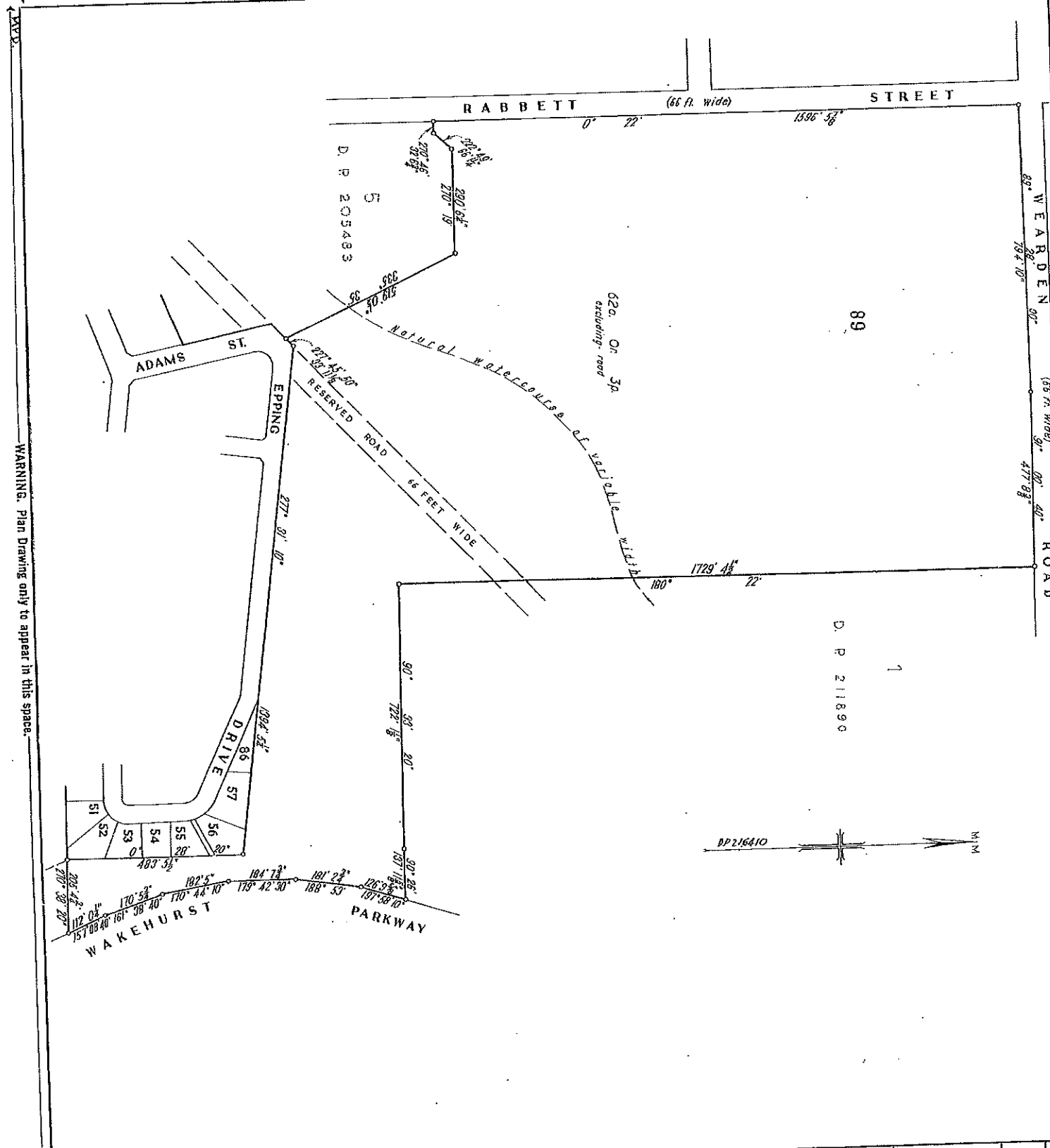
DP 216410 3 of 4  
SHEETS

Registered 1994.10.19  
This is Sheet 3 of my plan in 4  
Sheets dated 24/9/62  
Keith A. Macdonald  
Surveyor registered under Surveyors Act, 1974 as amended.

This is Sheet 3 of the plan of 4  
Sheets covered by my Certificate No.  
5700 of 6 NOV 62

Council Clerk

Scale: 50 feet to an inch



Scale: 200 feet to an inch

DP216410 4 of 4  
 Sheets

Registered: 18/10/1900

This is Sheet 4 of my plan in 4

Sheets dated 24/9/62

for the Wakehurst

Survey registered under Surveyors Act, 1924 as amended.

This is Sheet 4 of the plan of 4

Sheets covered by my Certificate No.

5700 of 6 NOV 62

Council Clerk.

CONVERSION TABLE ADDED IN  
 REGISTRAR GENERAL'S DEPARTMENT

CONVERSION TABLE ADDED IN  
 REGISTRAR GENERAL'S DEPARTMENT

CONVERSION TABLE ADDED IN  
 REGISTRAR GENERAL'S DEPARTMENT

CONVERSION TABLE ADDED IN  
 REGISTRAR GENERAL'S DEPARTMENT

DP 216410	SH	2 1/4	CONTD
AC RD P			SQ M
- 27 1/2			695.6
- 27 3/4			701.9
- 28			708.2
- 28 1/4			714.5
- 28 3/4			727.2
- 29 1/4			739.8
- 29 1/2			746.1
- 30 1/2			771.4
- 30 3/4			777.8
- 31 1/4			790.4
- 32 1/4			815.7
- 33			834.7
- 33 3/4			853.6
- 37			935.8
- 1 2			1062
- 1 7 1/2			1201

DP 216410	SH	2 1/4
FEET INCHES		METRES
- 6		0.152
- 7 1/4		0.184
- 1 6		0.457
- 1 6 1/4		0.464
- 2		0.610
- 3		0.914
- 3 6		1.067
- 6		1.829
- 6 8		2.032
- 6 9 7/8		2.080
- 6 10		2.083
- 9		2.743
- 11 9		3.051
- 12		3.658
- 13 6 1/8		4.118
- 15		4.572
- 15 1 1/8		4.601
- 15 2 1/4		4.629
- 16 11 5/8		5.172
- 18 1 5/8		5.528
- 18 8 1/2		5.702
- 19 4 3/8		5.902
- 19 4 5/8		5.902
- 19 4 1/2		5.906
- 19 10 1/8		6.048
- 24 4 1/8		7.320
- 24 9 3/8		7.553
- 24 9 5/8		7.560
- 25 2 1/2		7.684
- 25 4 3/8		7.731
- 25 4 3/8		7.731
- 25 10 1/4		7.880
- 26 11 5/8		8.220
- 27 1 1/4		8.261
- 29 10 3/4		9.112
- 30		9.144
- 31 5 1/8		9.579
- 32 4 7/8		9.877
- 33 6 1/2		10.224
- 34 7 1/4		10.547
- 34 10 1/8		10.620
- 35 5 1/8		10.798
- 35 11		10.947
- 36		10.973
- 36 7 1/4		11.157
- 37 2 3/8		11.388
- 37 4 1/8		11.382
- 38		11.582
- 38 2 1/2		11.646
- 39 6		12.040
- 40		12.192
- 40 3		12.268
- 40 11 1/8		12.475
- 41 10 3/4		12.770
- 43 2 5/8		13.173
- 43 8 3/4		13.529
- 44		13.411
- 47 11 1/8		14.608
- 48		14.630
- 44 4 1/8		14.735
- 50		15.240
- 50 4 1/4		15.346
- 51 5 3/4		15.691
- 51 7 1/2		15.735
- 52 3 5/8		15.942
- 54		16.459
- 55		16.764
- 55 8 1/2		16.980
- 55 10 5/8		17.034
- 57		17.374
- 58 10 1/2		17.945
- 59 4 1/2		18.098
- 59 11 1/8		18.266
- 60		18.288
- 60 0 1/8		18.291
- 60 1 1/4		18.320
- 61 8 7/8		18.818

DP 216410	SH	1 1/4
FEET INCHES		METRES
1 5 1/4		0.438
1 6		0.457
1 6 3/8		0.467
1 7		0.483
3		0.914
3 6		1.067
4 0 1/2		1.232
6		1.829
9		2.743
12		3.658
15		4.572
16 11 1/2		5.169
16 11 5/8		5.172
17 5		5.309
18 3 1/8		5.566
19 7 3/8		5.979
19 7 3/8		5.979
19 11 1/2		6.083
20 9 5/8		6.340
21 6		6.553
21 9 1/4		6.636
23 0 1/2		7.023
23 2 3/4		7.080
24 9 7/8		7.566
25		7.620
28		8.534
28 0 1/4		8.541
29		8.839
30 4		9.246
33 0 3/4		10.077
33 11 1/8		10.341
34 7 5/8		10.557
35 10		10.922
37		11.278
37 8 1/2		11.494
40		12.192
40 0 1/4		12.198
44 0 3/4		13.430
46		14.630
50		18.290
51 1 3/4		15.589
52 4 1/4		15.958
54		16.459
57		17.374
59 1 5/8		18.024
60		18.288
60 2 1/4		18.345
60 5 3/8		18.425
60 7 1/4		18.472
61 8 7/8		18.818
63 9 1/4		19.487
64		19.507
64 4 5/8		19.628
64 8 1/4		19.717
65 9 1/4		20.097
66		20.117
68		20.726
69		21.031
71		21.641
73 7 7/8		22.450
73 11 1/8		22.533
74		22.555
74 0 5/8		22.571
74 2 3/8		22.616
75		22.860
76 1 1/2		23.203
80		24.384
82 10 7/8		25.270
83 11		25.578
84 1 7/8		25.651
89 0 1/2		27.140
89 0 7/8		27.149
89 3 1/4		27.210
90 9 3/4		27.680
91		27.737
91 10 3/4		28.018
91 10 7/8		28.018

DP 216410	SH	2 1/4	CONTD
FEET INCHES			METRES
63 9 1/4			19.437
64 8 1/4			19.717
65			19.812
65 3			19.888
65 8			20.015
65 9 1/4			20.047
66			20.117
66 4 1/2			20.231
66 6			20.320
68 7 3/8			20.914
69			21.031
70			21.336
73 2 3/4			22.320
73 7 3/8			22.430
73 7 3/8			22.438
73 11 1/8			22.533
74			22.555
74 0 5/8			22.571
76 11 1/4			23.451
77 9 1/4			23.705
79			24.079
82 9 1/8			25.225
83 11			25.578
85 4 1/2			26.022
86 8 1/2			26.429
87 1 1/4			26.549
87 6 7/8			26.692
88 11 1/4			27.108
90 4 1/4			29.870
98			30.086
98 8 1/2			30.175
99			30.350
99 6 7/8			30.934
101 5 7/8			31.071
101 11 1/4			31.194
102 4 1/8			31.194
102 5 1/8			31.220
105			32.004
107 6			32.766
109 2 7/8			33.296
110			33.528
110 9 1/2			33.769
111 7 3/4			34.020
115			35.052
115 2 7/8			35.125
115 10			35.306
115 10 1/2			35.319
119 0 7/8			36.293
120 4 1/4			36.604
121 10 7/8			37.157
121 11 7/8			37.182
122 11 1/2			37.478
123 11 1/2			37.783
125			38.100
129 10 1/2			39.586
129 11			39.599
131 0 1/2			39.942
132 3 7/8			40.352
133 8 7/8			40.561
133 4 1/2			40.653
135 7 1/8			41.329
144 11 3/8			44.180
145 1 1/2			44.234
155 3 1/4			47.327
156 5 1/8			47.679
158 8 3/4			48.381
160 11 1/4			49.054
167 7 3/8			51.089
167 7 3/8			51.089
273			83.210
955 0 1/2			291.097

DP 216410	SH	1 1/4	CONTD
FEET INCHES			METRES
94 10 7/8			28.927
99			30.175
100			30.480
101 2 1/2			30.848
101 3 1/4			30.867
103 11 5/8			31.698
105 5 1/4			32.137
106 8 5/8			32.528
107 0 1/2			32.626
107 4 1/8			32.718
109			33.223
110			33.528
110 9 1/2			33.769
111 4 5/8			33.950
112 8 1/2			34.354
115 10			35.306
117 1			35.667
119 0 7/8			36.293
121 6			37.033
121 11 7/8			37.182
122 11 1/2			37.478
124 2 1/4			37.852
131 3 5/8			40.021
132 3 7/8			40.332
133 2 1/8			40.592
134 9 5/8			41.088
135			41.148
137 6			41.910
138			42.062
144 10			44.145
150			45.720
151 10 7/8			46.381
170			51.816
174 6			53.186
188 1 1/2			57.341
190 0 1/8			57.915
192 7 3/4			58.718
213 2 3/4			66.992
251 4			76.606
410 0 3/4			124.987
955 0 1/2			291.097

AC RD P		SQ M
- 22		556.4
- 25 1/4		638.6
- 27 1/2		695.6
- 27 3/4		701.9
- 28		708.2
- 28 1/4		714.5
- 29 1/4		739.8
- 29 1/2		746.1
- 30		758.8
- 30 3/4		777.8
- 31		784.1
- 32		809.4
- 33		834.7
- 34		860
- 36 1/2		923.2
- 2 9 1/2		2264



CONVERSION TABLE ADDED IN  
REGISTRAR GENERAL'S DEPARTMENT

DP 216410	SH	3/4	
FEET INCHES		METRES	
1	4 1/4	0.413	
1	5 1/8	0.435	
1	6	0.457	
1	6 1/4	0.464	
1	6 3/8	0.467	
1	7 5/8	0.498	
3	-	0.914	
3	7 7/8	1.114	
12	-	3.658	
12	0 5/8	3.673	
12	0 3/4	3.677	
13	2 3/4	4.032	
15	-	4.572	
17	-	5.182	
20	-	6.096	
20	7	6.274	
24	0 1/2	7.328	
25	2 7/8	7.693	
25	7 7/8	7.820	
25	9 7/8	7.871	
26	-	7.925	
26	8 3/8	8.138	
28	1 3/8	8.369	
28	1 3/8	8.569	
28	2 1/2	8.598	
28	3	8.611	
31	10 1/2	9.716	
33	2 5/8	10.128	
33	4	10.160	
33	4 1/2	10.173	
34	8 1/8	10.570	
35	-	10.668	
35	1	10.693	
36	2 1/8	11.027	
37	7 3/8	11.465	
37	7 3/8	11.465	
40	0 3/4	12.211	
40	8 1/8	12.398	
40	11 1/4	12.478	
41	2 3/4	12.567	
43	8 3/4	13.329	
50	-	15.240	
50	4 5/8	15.357	
54	4	16.561	
57	5 1/8	17.504	
60	-	18.288	
64	10 7/8	19.783	
66	-	20.117	
66	4 1/2	20.231	
67	-	20.422	
68	-	20.766	
68	4 3/8	20.838	
70	11 1/4	21.622	
72	-	21.946	
73	-	22.250	
73	7 3/8	22.436	
73	7 3/8	22.438	
75	7 3/8	23.047	
75	7 3/8	23.047	
77	-	23.470	
83	-	25.298	
83	8 1/8	25.585	
89	-	27.127	
89	11 1/4	27.413	
92	5 1/8	28.172	
95	-	28.956	
99	10 5/8	30.445	
100	-	30.480	
101	10 3/4	31.058	
102	0 3/8	31.099	
104	1 1/2	31.737	
104	4	31.801	
104	7 5/8	31.893	
105	11 1/4	32.290	
106	3 5/8	32.401	
107	9 3/4	32.861	
109	1 3/8	33.258	



CONVERSION TABLE ADDED IN  
REGISTRAR GENERAL'S DEPARTMENT

DP 216410	SH	4/4	
FEET INCHES		METRES	
32	6 3/4	9.925	
33	11 1/8	10.341	
66	-	20.117	
66	1 1/4	20.149	
112	0 1/4	34.144	
126	9 5/8	38.649	
137	11 5/8	42.053	
170	5 3/4	51.962	
181	2 3/4	55.239	
182	3	55.601	
184	7 3/4	56.280	
205	4 3/4	62.605	
290	6 1/4	88.351	
477	8 3/8	145.602	
488	5 1/2	147.858	
519	0 1/2	158.204	
722	1 1/8	220.094	
794	10	242.265	
1394	5 1/4	425.025	
1596	5 7/8	486.610	
1729	4 1/2	527.114	
AC RD P		HA	
62	- 3	25.1	



CONVERSION TABLE ADDED IN  
REGISTRAR GENERAL'S DEPARTMENT

DP 216410	SH	3/4	CONTO
FEET INCHES		METRES	
109	1 3/8	33.258	
112	0 1/4	34.144	
113	6 7/8	34.617	
115	-	35.052	
116	-	35.966	
121	7 5/8	37.074	
125	-	38.100	
128	8 1/8	39.221	
129	0 5/8	39.335	
129	0 7/8	39.341	
129	11	39.599	
133	2 5/8	40.685	
147	8 7/8	45.051	
158	6 3/4	48.281	
160	11 5/8	49.063	
178	5 3/4	51.962	
186	6 3/4	56.864	
200	4 1/4	61.068	
200	11 3/4	61.258	
205	4 3/4	62.605	
208	9 1/8	63.630	
210	5 1/8	64.138	
210	9	64.237	
220	2 5/8	67.123	
260	2 1/2	79.312	
483	5 1/2	147.358	
664	10 1/2	202.654	
1003	5 1/2	305.854	
AC RD P		SQ M	
-	25	632.3	
-	27 1/2	695.6	
-	27 3/4	701.9	
-	28	708.2	
-	28 1/2	720.8	
-	28 3/4	727.2	
-	29	733.5	
-	29 3/4	752.5	
-	31 1/4	790.4	
-	33 1/4	841	
-	34 1/4	866.3	
-	37 1/4	942.2	
-	37 1/2	948.5	
-	1 5 1/2	1151	



(Trusts must not be disclosed in the transfer.)  
 Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and permanent black non-copying

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

Show in BLOCK CAPITALS the full name, present address and description of the property taking, and if more than one, whether they are joint tenants or tenants in common.

The description of the land shown in the plan or Parish Map issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. If only a portion of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being Lot 100, 101, or "being the land shown in the plan annexed hereto" or "being the residue of the land in certificate (or grant) registered Vol. 101, Fol. 101".

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

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

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

By **REAL PROPERTY IMPROVEMENTS PTY. LIMITED** of 6 Wynyard Street, Sydney.



Stamp  
 Cart  
 Conveyance  
 £ 2-10-0  
 £ 1-0-0  
 £ 1-0-0  
 £ 4-5-0

(herein called transferor)

being registered as the proprietor of an estate in fee simple\* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified herounder, in consideration of One Thousand Six Hundred Pounds ---

£ 1,600. 0. 0 (the receipt whereof is hereby acknowledged) paid to it by **MARY THERESA SOPER** of 37 Chelmsford Avenue, Lindfield, Married Woman

do hereby transfer to

<b>MARY THERESA SOPER</b> of 37 Chelmsford Avenue, Lindfield, Married Woman
(herein called transferee)

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

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
Cumberland	Manly Cove	Part	9247	150	Being Lot 69 in Deposited Plan No. 216410
TOGETHER WITH as appurtenant to Lot 69 hereby transferred an Easement for drainage in over through and under ALL THOSE pieces of land within Lots 71, 72 and 75 in Deposited Plan No. 216410 indicated in the said Deposited Plan No. 216410 as "Drainage Easement 3 feet wide" AND RESERVING unto the Transferor as appurtenant to Lots 62, 64, 66, 67 and 68 in Deposited Plan No. 216410 an Easement for Drainage in over through and under ALL THAT piece of land within Lot 69 hereby transferred indicated in the said Deposited Plan No. 216410 as "Drainage Easement 3 feet wide".					

On the 14th day of July 1958 in Part of Title Vol. 9856 p. 138, 140, 142, 144, 146, 148, 151 as regards Lots 62, 64, 66, 67, 68, 71, 72 and 75 respectively.

d) Strike out if unnecessary, or  
suitably adjust.

- (i) if any easements are to be created or any exceptions to be made; or

(ii) If the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919.

(a) The land which is subject to the burden of the above covenants is the land hereby transferred.

- (b) The land to which the benefit of the above covenants Nos. 1 and 2 is intended to be appurtenant is all the lots in Deposited Plan No. 216410 other than the land hereby transferred.

(c) The land to which the benefit of the above covenant No. 3 is intended to be appurtenant is any land adjoining the land hereby transferred owned by the Transferor.

- (d) The above covenants or any one of them may be released varied or modified by the Transferor.

\* A very short note will suffice.

K 1165-3 50 437

If the Transfer or Transfers signed by a party, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or a Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, in whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 103 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:-

(a) In any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Charge d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Charge d'Affaires, Consul-General or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

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

To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

Signed at Sydney the 21st day of July 1961  
THE COMMON SEAL OF REAL PROPERTY IMPROVEMENTS PTY. LIMITED was hereunto affixed by authority of the directors in the presence of

J. J. Jenkins  
Authorised Officer



Transferor.\*

† Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

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

J. J. Jenkins

Mary Soper

Transferee(s).

30/1/61

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

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

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

Signed at the day of 19  
Signed in the presence of—

#### CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.\*

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

\* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register and produced with each dealing, and the memorandum of non revocation on back of form signed by the attorney before a witness.

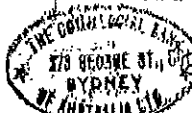
† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and require any person falsely or negligently certifying liable to a penalty of £50, also to damages recoverable by parties injured. Acquiescence by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made in its contents. The words repeated should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

J 506544

No. 465799

LODGED BY



HERALD HOUSE, PHOENIX HOUSE, ONE BRIDGE, 111 ST. STREET, SYDNEY

**FEES.**  
 The Fees, which are payable on lodgment, are as follows:—  
 (a) £2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grants, otherwise £2 6s. 0d. Where such instrument is to be endorsed on more than one folio of the register, an additional charge of 6s. is made for every Certificate of Title or Crown Grant after the first.  
 (b) A supplementary charge of 10s. is made in each of the following—  
 (i) where a restrictive covenant is imposed; or  
 (ii) a new easement is created; or  
 (iii) a partial discharge of mortgages is endorsed on the transfer,  
 (c) Where a new Certificate of Title must issue the scale charges are—  
 (i) £2 for every Certificate of Title not exceeding 16 folios and without diagram;  
 (ii) £2 10s. 0d. for every Certificate of Title not exceeding 16 folios with one simple diagram;  
 (iii) as approved where more than one simple diagram, or an extensive diagram will appear.  
 Where the registering exceeds 16 folios, an amount of 6s. per folium, extra fee is payable.

**DOCUMENTS LODGED HEREWITH.**

To be filled in by person lodging dealing.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

Received Docs.  
No.

Receiving Clerk.

**PARTIAL DISCHARGE OF MORTGAGE.**  
 (N.B.—Before execution read marginal note.)

I,

mortgagee under Mortgage No. \_\_\_\_\_  
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_  
 Signed in my presence by \_\_\_\_\_

19

who is personally known to me.

Mortgagee.

INDEXED	<b>MEMORANDUM OF TRANSFER</b>	
Checked by	Particulars entered in Register Book.	
Passed (in S.D.B.) by	Volume 9356	Folio 138
	" 9356	" 140
	" 9356	" 142, 145 ind.
	" 9356	" 147
	" 9356	" 148
	" 9356	" 151
Signed by	the 28th day of February 1964 at _____ minutes past 11 o'clock in the forenoon	
	<i>James Watson</i> Registrar-General	

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

PROGRESS RECORD.	
Initials.	Date.
Sent to Survey Branch	
Received from Records	
Draft written	
Draft examined	
Diagram prepared	
Diagram examined	
Draft forwarded	
Supt. of Engravers	
Cancellation Clerk	
Vol.	Non.





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

R.P. 13A. No.

J 324068

New South Wales

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

REAL PROPERTY IMPROVEMENTS PTY. LIMITED



FEES:—  
Lodgment  
Endorsement  
Certificate

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend beyond any margin. Handwriting should be clear and legible and in permanent black ink-copying ink.

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

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of One thousand seven hundred and twenty five pounds

(£1,725) (the receipt whereof is hereby acknowledged) paid to it by

BARRY FREDERICK CLIFF

(herein called transferor)

do hereby transfer to

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

BARRY FREDERICK CLIFF of 14 Sydenham Road, Brookvale, Airedale  
Mechanic

(herein called transferee)

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

Where the consent of the Local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

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

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
CUMBERLAND	MANLY BOVE	WHOLE	9356	146	70
TOGETHER WITH as appurtenant to Lot 70 hereby transferred an easement for drainage in over through and under ALL THOSE pieces of land within Lots 71 72 and 73 in Deposited Plan No. 216410 indicated in the said Deposited Plan No. 216410 as "Drainage Easement 3 feet wide" AND RESERVING as appurtenant to Lots 59 60 62 and 64 to 69 inclusive in Deposited Plan No. 216410 an Easement for drainage in over through and under ALL THAT piece of land within Lot 70 hereby transferred indicated in the said Deposited Plan No. 216410 as "Drainage Easement 3 feet wide".					

Now being whole of land comprised in Cert's of Title Vol. 9356 Fol. 146, 147, 148 & 150

Now being whole of land comprised in Cert's of Title Vol. 725 Fol. 185, 186, 188 & 140 & 148 with the lots 59, 60, 62, & 64 to 69 incl. respectively

T2286870 re Lot 72

And the transferee covenant(s) with the transferor

And the Transferee for himself his heirs executors administrators and assigns covenants and agrees with the Transferor its successors and assigns as follows:

1. That no main building shall be erected on the land hereby transferred having a minimum area of less than 1,000 square feet.
2. That no external walls of any building erected on the land hereby transferred shall be of any material other than eighty per centum of brick, stone or concrete masonry or eighty per centum of any two or more of such materials or of such other materials as may be approved by Real Property Improvements Pty. Limited PROVIDED HOWEVER that no such approval shall in any case be given to the use of asbestos cement or to the use of more than twenty per centum of weatherboards.
3. That during the ownership by the Transferor its successors and assigns other than purchasers on sale of any adjoining land no fence shall be erected on the land hereby transferred to divide it from any such adjoining land without the consent of the Transferor its successors or assigns but such consent shall not be withheld if such fence is erected without expense to the Transferor its successors or assigns and in favour of any person dealing with the Transferee or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.

And for the purpose of Section 88 of the Conveyancing Act 1919-1956 it is hereby further agreed and declared that:

- (a) The land which is subject to the burden of the above covenants is the land hereby transferred.
- (b) The land to which the benefit of the above covenants Nos. 1 and 2 is intended to be appurtenant is all the lots in Deposited Plan No. 216410 other than the land hereby transferred.
- (c) The land to which the benefit of the above covenant No. 3 is intended to be appurtenant is any land adjoining the land hereby transferred owned by the Transferor.
- (d) The above covenants or any one of them may be released varied or modified by the Transferor.

Strike out if unnecessary, or suitably adjust.

- (i) if any covenants are to be created or any exceptions to be made; or
- (ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1956.

ENCUMBRANCES, &c., REFERRED TO.

Reservations and conditions if any contained in Crown Grant

J.288585 - Drainage Easement over part of Lot 70 appurtenant to Lot 63.

\* A very short note will suffice.

K 1165-2 51477

If this Transferor or Transferee signs by a firm, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—

(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

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

*Hydraz*  
**THE COMMON SEAL OF REAL PROPERTY**  
Signed in my presence by the transferor  
**IMPROVEMENTS PTY. LIMITED** was

~~who is personally known to me~~  
hereunto affixed by authority of  
the Directors in the presence of

*J. L. G. Galt*  
**Authorised Officer**

*eight* day of *August* 19*63*  
*J. L. G. Galt*  
**Directors**  
Transferor

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

*Barry Frederick Cliff*  
*Solicitor*  
*Sydney*

† Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

*Barry Frederick Cliff*

Transferee(s).

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

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

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

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19*63*

Signed in the presence of—

### CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.

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

to be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

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

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words repeated should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

No.

LODGED BY



FRID.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

- (a) \$2 for the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise \$2 5s. 0d. Where such instrument is to be endorsed on more than one folio of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of 10s. is made in each of the following—
- (i) where a restrictive covenant is imposed; or
  - (ii) a new easement is created; or
  - (iii) a partial discharge of mortgage is ordered on the transfer.
- (c) Where a new Certificate of Title must issue the scale charges are—
- (i) \$2 for every Certificate of Title not exceeding 16 folios and without diagram;
  - (ii) \$2 10s. 0d. for every Certificate of Title not exceeding 16 folios with one simple diagram;
  - (iii) as approved where more than one simple diagram, or an extensive diagram will appear.
- Where the engrossing extends 15 folios, an amount of 5s. per folio; extra fee is payable.

1  
2  
3  
4  
5  
6

Received	Dues
Nos.	

Receiving Clerk

## PARTIAL DISCHARGE OF MORTGAGE.

(N.B.—Before execution read marginal note.)

**I.**

mortgagee under Mortgage No.




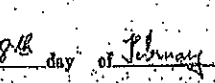
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge when the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at this day of  
Signed in my presence by

who is personally known to me.

**Mortgagee**

INDEXED	MEMORANDUM OF TRANSFER	
 Checked by	together with the <sup>original</sup> <del>original</del> <del>for</del> <sup>for</sup> <del>the</del> <sup>the</sup> <del>same</del> <sup>same</sup> Cause	
	Particulars entered in Register Book,	
 Passed (in S.D.B.)	Volume <u>9356</u> <u>9356</u> <u>9356</u> <u>9356</u> <u>9356</u>	Folio <u>135</u> " <u>136</u> " <u>138</u> " <u>140 to 148 ind.</u> " <u>151</u>
	the <u>29th</u> day of <u>February</u> 19 <u>64</u> at <u>55</u> minutes past <u>10</u> o'clock in the <u>2nd</u>	
Signed by 	 Registrar-General	

PROGRAMS RECORD.		Initials.	Date.
Sent to Survey Branch			
Received from Records			
Draft written			
Draft examined			
Diagram prepared			
Diagram examined			
Draft forwarded			
Supd. of Engrs. Office			
Cancellation Clerk			

**LEAVE THESE SPACES FOR DEPARTMENTAL USE.**

30423 K 1145 56407

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



R.P. 13A. No. **J 288585**

New South Wales

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)



**REAL PROPERTY IMPROVEMENTS PTY. LIMITED**

of 6 Wynyard Street Sydney

FEES:—  
Lodgment  
Endorsement  
Certificate



£ 6.15/-  
11-3-63.

(Words must not be disclosed in the transfer.)

Typing or handwriting in this document should not extend into any margin. Handwriting should be clear and legible and on permanent black non-copying paper.

If a line exists, strike out "in fee simple" and indicate the required alteration.

(herein called transferor)  
being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of the sum of one thousand six hundred and seventy-five pounds—  
(&1675.0.0.) (the receipt whereof is hereby acknowledged) paid to it by

**ALAN BARNARD ALFORD AND MARGARET JILL ALFORD**

do hereby transfer to

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

the said **ALAN BARNARD ALFORD** of 169 Fisher Road North Dee Why West  
Trustee Company Officer and the said **MARGARET JILL ALFORD** of the  
same address, his wife, as joint Tenants

(herein called transferee)

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

Where the content of the Local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

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

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
Cumberland	Manly Cove	Whole Part	9247	150	Being Lot 63 on D.P. 216410
TOGETHER WITH as appurtenant to Lot 63 hereby transferred an easement for drainage in over through and under ALL THOSE pieces of land within Lots 64 to 72 inclusive and Lot 75 in Deposited Plan No. 216410 indicated in the said Deposited Plan No. 216410 as "Drainage Easement 3 feet wide" AND RESERVING unto the Transferor as appurtenant to Lots 59, 60 and 62 in Deposited Plan No. 216410 an easement for drainage in over through and under ALL THAT piece of land within Lot 63 hereby transferred indicated in the said Deposited Plan No. 216410 as "Drainage Easement 3 feet wide".					

\* J288585

And the transferee covenant(s) with the transferor

And the Transferees for themselves their heirs executors administrators and assigns covenant and agree with the Transferor its successors and assigns as follows:-

1. That no main building shall be erected on the land hereby transferred having a minimum area of less than 1,000 square feet.

2. That no external walls of any building erected on the land hereby transferred shall be of any material other than eighty per centum of brick, stone or concrete masonry or eighty per centum of any two or more of such materials or of such other materials as may be approved by Real Property Improvements Pty. Limited PROVIDED HOWEVER that no such approval shall in any case be given to the use of asbestos cement or to the use of more than twenty per centum of weatherboards.

3. That during the ownership by the Transferor its successors and assigns other than purchasers on sale of any adjoining land no fence shall be erected on the land hereby transferred to divide it from any such adjoining land without the consent of the Transferor its successors or assigns and in favour of any person dealing with the Transferees or their assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.

And for the purpose of section 88 of the Conveyancing Act 1919-1956 it is hereby further agreed and declared that:-

- (a) The land which is subject to the burden of the above covenants is the land hereby transferred.
- (b) The land to which the benefit of the above covenants Nos. 1 and 2 is intended to be appurtenant is all the lots in Deposited Plan No. 216410 other than the land hereby transferred.
- (c) The land to which the benefit of the above covenant No. 3 is intended to be appurtenant is any land adjoining the land hereby transferred owned by the Transferor.
- (c) The above covenants or any one of them may be released varied or modified by the Transferor.

d Strike out if unnecessary, or suitably adjust,  
(i) if any easements are to be created or any exceptions to be made; or  
(ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1954.

ENCUMBRANCES, &c., REFERRED TO.

Reservations and conditions (if any) in Crown Grant

A very short note will suffice.

X 1163-2 St 477

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P. or Commissioner for Affidavits, whom the Transferor or Transferee knows, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:-

(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

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

Signed at Sydney the 8th day of March 1963  
Signed in my presence by the transferor

WHO ☒ PERSONALLY KNOWN TO ME

THE COMMON SEAL OF REAL PROPERTY IMPROVEMENTS PTY. LIMITED was hereunto affixed by authority of the Directors in the presence of:-

J. B. Alford  
Authorised Officer

Signed in my presence by the transferee

WHO ☒ PERSONALLY KNOWN TO ME

† Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

J. B. Alford

Transferor(s).

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

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

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

Signed at                      the              day of              19               
Signed in the presence of—

### CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.\*

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

\* To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

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

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £30; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains an anti-special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen; and those substituted written over them, the alteration being verified by signature or initials in the margin, or noted in the attestation.

*Balderson*  
No. **J 288585**

LODGED BY

~~JOHN RICHMONDSON & CO. LTD.~~

~~VINDEN & LITTLEJOHN~~

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing

FEES.

The fees, which are payable on lodgment,

- (a) £2 where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £2 10s. 0d. Where such instrument is to be endorsed on more than one folio of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of 10s. is made in each of the following—
- (i) where a restrictive covenant is imposed; or
  - (ii) a new easement is created; or
  - (iii) a partial discharge of mortgage is endorsed on the transfer.
- (c) Where a new Certificate of Title must issue the scale charges are—
- (i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;
  - (ii) £2 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
  - (iii) as approved where more than one simple diagram, or an 'external' diagram will appear.
- Where the engrossing exceeds 15 folios, an amount of 5s. per folium, extra fee is payable.

Received	Docs
No.	

Receiving Clerk

**PARTIAL DISCHARGE OF MORTGAGE:**  
(N.B.—Before execution read marginal note.)

**I.**

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residuum of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at

此



day of

19

Signed In my presence by

who is personally known to me.

*Morlagaeo.*

INDEXED	MEMORANDUM OF TRANSFER	
	Barnett.	
	together with and Reserving	
	Acct. of Barnett	
Checked by	Particulars entered in Register Book,	
	Volume 9356	Folios 135, 136, 138 & 140, and 157
Passed (in S.D.B.) by		
	the 20 <sup>th</sup> day of May 1963 at	
	20 minutes past 4 o'clock in the afternoon.	
Signed by	 	
	Registered	

PROGRESS RECORD.		
	Initials.	Date.
Sent to Survey Branch		
Received from Recorder		
Draft written	...	
Draft examined	...	
Diagram prepared	...	
Diagram examined	...	
Draft forwarded	...	
Supt. of Engrssoars	...	
Cancellation Clerk	...	

Vol.
Pol.

LEAVE THESE MARKS FOR DEPARTMENTAL USE.

EXTRA FEES



J288585

TO:

The Registrar-General,  
Registrar-General's Department,  
Queen's Square,  
SYDNEY.

✓ 9356-157  
9356-138/144

COMMERCIAL & GENERAL INSURANCE LIMITED the Mortgagee under Mortgage Registered No. J.16368 HEREBY CONSENTS to the creation of the Drainage Easement within lots (75), and 62 to 72 inclusive in Deposited Plan No. 216410 indicated in Deposited Plan No. 216410 as "Drainage Easement 3 ft. wide & variable" in the respective Transfers by the Mortgagor Real Property Improvements Pty. Limited of Lots 59, 60, 62 to 72 inclusive and 75 in Deposited Plan No. 216410 AND William Henry Lord and Roderick McLeod being the duly constituted Attorneys of Commercial & General Insurance Limited under Power of Attorney registered in Miscellaneous Register No. 68498 and in the Land Titles Office No. 19144 hereby state that they have no notice of revocation of the said Power of Attorney at the time of their executing this instrument.

DATED this *Twenty third* day of *April* 1963.

SIGNED in my presence for and on behalf of COMMERCIAL & GENERAL INSURANCE LIMITED by William Henry Lord and Roderick McLeod its duly constituted Attorneys who are personally known to me

*E. H. J. P.*

COMMERCIAL & GENERAL  
INSURANCE LIMITED by  
its Attorneys

*William Henry Lord*  
*Roderick McLeod*

Mortgagee

J 288585

TO:

The Registrar-General,  
Registrar-General's Department,  
Queen's Square,  
S Y D N E Y.

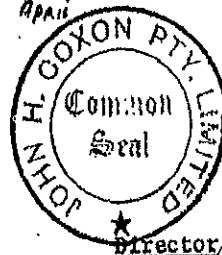
9356/136

9356/138  
to 9356/147

JOHN H. COXON PTY. LIMITED the Caveator under Caveat  
No. J.286890 HEREBY CONSENTS to the registration of the  
Transfers of Lots 60 and 62 to 71 inclusive in Deposited  
Plan No. 216410 containing a Grant of Drainage Easement over  
the strip of land 3 ft. wide within Lot 72 in Deposited  
Plan No. 216410 indicated in the said Deposited Plan  
No. 216410 as "Drainage Easement 3' wide",

DATED this 23<sup>rd</sup> day of April 1963.

THE COMMON SEAL of JOHN H. COXON  
PTY. LIMITED was hereunto affixed  
by authority of the Directors in  
the presence of:



Secretary

Marie H. Coxon

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



R.P. 131. No. **J 332731**

New South Wales

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

Fees: £ s. d.  
Lodgment : :  
Endorsement : :  
Certificate : :  
11/10/63  
3/5/63  
10 APR 1963  
Consent of Lessor



**REAL PROPERTY IMPROVEMENTS PTY. LIMITED** a Company duly incorporated  
under the Companies Act, 1936 and having its Registered Office at 6  
Wynyard Street, Sydney

(herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject,  
however, to such encumbrances, liens and interests as are notified hereunder, in consideration of

**TWO THOUSAND ONE HUNDRED AND FIFTY POUNDS**  
(\$2,150.0.0) (the receipt whereof is hereby acknowledged) paid to it by

**JAMES EMILE WARD and MILLIGENT DOROTHEA WARD**

do hereby transfer to

the said **JAMES EMILE WARD** of 18 Bluegum Crescent, French's Forest,  
Accounts Clerk and **MILLIGENT DOROTHEA WARD** of the same place, his  
wife, as Joint Tenants

(herein called transferee)

All such Estate and Interest in any land mentioned in the schedule following:-

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
CUMBERLAND	MANLY COVE	Part	9247	150	Being Lot 60 in Deposited Plan Registered Number 216410.
Together with the benefit of Drainage Easement to Lot 60 over the strip of land 3 feet wide within Lots 62 to 72 inclusive and Lot 75 as shown upon Deposited Plan Registered Number 216410. TOGETHER WITH as appurtenant to Lot 60 hereby transferred an easement for drainage in over through and under ALL THOSE pieces of land within Lots 62, 64 to 69 inclusive, 71, 72 and 75 in Deposited Plan No. 216410 indicated in the said Deposited Plan No. 216410 as "Drainage Easement 3 feet wide and Variable".					
Now being whole of land comprised in Cert's of Title Vol. 9356 Fol. 138, 140, 141, 142 and 147, 148 + 151 as regards Lots 62, 64, 65, 69 and + Lots 71, 72 + 75 respectively.					

And the transferee covenant(s) with the transferor

1. That no main building shall be erected on the land hereby transferred having a minimum area of less than 1,000 square feet.
2. That no external walls of any building erected on the land hereby transferred shall be of any material other than eighty per centum of brick, stone or concrete masonry or eighty per centum of any two or more of such materials or of such other materials as may be approved by Real Property Improvements Pty. Limited PROVIDED HOWEVER that no such approval shall in any case be given to the use of asbestos cement or to the use of more than twenty per centum of weatherboards.
3. And for the purpose of Section 88 of the Conveyancing Act 1919-1954 it is hereby further agreed and declared that:-
  - (a) the land to which the benefit of the above covenants is intended to be appurtenant is the land comprised in Deposited Plan No. 216410 other than the land hereby transferred.
  - (b) the land which is to be subject to the burden of the above covenants is the land hereby transferred.
  - (c) The above covenants may be released varied or modified by the Transferor.

~~TOGETHER with the benefit of a drainage easement appurtenant to Lot 60 over a strip of land 3 feet wide within Lots 62 to 72 inclusive and Lot 75 as shown upon Deposited Plan No. 216410.~~

AND THE Transferees for themselves their executors administrators and assigns or other the registered proprietors for the time being of the land hereinbefore described covenant with the Transferor its successors and assigns, that for the benefit of the adjoining land owned by the Transferor its successors and assigns other than purchasers on sale that no fence shall be erected on the lot hereby transferred so as to divide it from such adjoining land without the consent of the Transferor its successors and assigns and such consent shall not be withheld if such fence is erected without any expense to the Transferor its successors and assigns and in favour of any person dealing with the Transferee his executors administrators or assigns and such consent shall be deemed to have been given in respect of every such fence for the time being erected  
AND IT IS HEREBY AGREED AND DECLARED that:-

- (a) The land to which the benefit of this covenant is appurtenant is the balance of the land in Deposited Plan 216410.
- (b) The land which is subject to the burden of this covenant is the land hereby transferred.
- (c) The person by whom this covenant may be released varied or modified is the Transferor its successors and assigns.

ENCUMBRANCES, &c., REFERRED TO.

Reservations and conditions if any contained in Crown Grant.  
Drainage Easement as appurtenant to Lot 60 hereby transferred reserved in Transfer of Lots 63 & 70 in Deposited Plan No. 216410.

4 Strike out if unnecessary, or suitably adjust.  
(b) If any easements are to be created or any exceptions to be made; or  
(ii) if the statutory covenants implied by the Act are intended to be varied or modified.

\* Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1954.

\* A very short note will suffice.

X 1165-2 64 197

163576P

16357RP-1

No. **J 332731**

LODGED BY **LAURENCE & LAURENCE**  
 44 Martin Place  
 SYDNEY  
 BW0021

**FEES.**

The Fees, which are payable on lodgment, are as follows:—

- (a) £2 where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £2 6s. 0d. Where such instrument is to be endorsed on more than one folio of the register, an additional charge of 6s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of 10s. is made in each of the following—
  - (i) where a restrictive covenant is imposed; or
  - (ii) a new easement is created; or
  - (iii) a partial discharge of mortgage is endorsed on the transfer.
- (c) Where a new Certificate of Title must have the scale charges are—
  - (i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;
  - (ii) £2 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
  - (iii) as approved where more than one simple diagram, or an extensive diagram will appear.

Where the engrossing exceeds 15 folios, an amount of 6s. per folium, extra fee is payable.

**DOCUMENTS LODGED HERewith.**

To be filled in by person lodging dealing.

1 \_\_\_\_\_  
 2 \_\_\_\_\_  
 3 \_\_\_\_\_  
 4 \_\_\_\_\_  
 5 \_\_\_\_\_  
 6 \_\_\_\_\_

Received Docs.  
 Nos.  
 Receiving Clerk,

**PARTIAL DISCHARGE OF MORTGAGE.**

(N.B.—Before execution read marginal note.)

I,

mortgagee under Mortgage No.


release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
 Signed in my presence by \_\_\_\_\_

who is personally known to me.

Mortgagee.

INDEXED	<b>MEMORANDUM OF TRANSFER</b> <i>Together with an Assent to Discharge of Mortgage</i>	
Checked by	Particulars entered in Register Book, Volume <u>9356</u> Folios <u>142, 143, 144</u> " <u>9356</u> " <u>148</u> " <u>9356</u> " <u>136</u> " <u>9356</u> " <u>151</u>	
Passed (in S.D.B.) by	the _____ day of _____ 19____ at _____ minutes past _____ o'clock in the _____ noon.	
Signed by	<i>Janetson</i> Registered Conveyancer 	

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

25  
 16357RP  
 3578P

**PROGRESS RECORD.**

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engravers		
Cancellation Clerk		
VOL.		FOL.

105 22 2 16 1983

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



R.P. 13A. No. J 429266

New South Wales

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)



FEES:—  
 Lodgment 3/10  
 Endorsement  
 Certificate  
 Convent 1/—

2/10

7/—

22.8.63

6/10/10/12

13/3/64

1/1/64

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this document should not exceed any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

I, REAL PROPERTY IMPROVEMENTS PTY. LIMITED of 6 Wyndham Street, Sydney

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

(herein called transferor)  
 being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of the sum of One thousand five hundred pounds

(£ 1,500 ) (the receipt whereof is hereby acknowledged) paid to it by

JOHN H. COXON PTY. LIMITED

do hereby transfer to

JOHN H. COXON PTY. LIMITED of 29 Victor Road, Brookvale

(herein called transferee)

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

The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being Lot 220, D.P. " or "being the land shown in the plan annexed hereto" or "being the residue of the land in certificate (or grant) registered Vol. Fol.

Where the consent of the Local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

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

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
Gumhorland	Manly Cove	Whole	9356	135	Being lot 59 in Deposited Plan No. 216410.
TOGETHER WITH as appurtenant to Lot 59 hereby transferred an easement for drainage in over through and under ALL THOSE pieces of land within Lots 62, 64, 66 to 69 inclusive and 71, 72 and 75 in Deposited Plan No. 216410 indicated in the said Deposited Plan No. 216410 as "Drainage Easement 3 feet wide"					
New being the land comprised in Certificate of Title, Vol 9356. Fol 135, 140, 142, 143, 144, 145 and 147, 148, 151 as against Lots 62, 64, 66, 67, 68, 69 and 71, 72, 75 respectively					

~~And the Transferor covenant(s) with the Transferor~~

AND the Transferor for himself his heirs executors administrators and assigns covenants and agrees with the Transferor its successors and assigns as follows:-

1. That no main building shall be erected on the land hereby transferred having a minimum area of less than 1,000 square feet.
2. That no external walls of any building erected on the land hereby transferred shall be of any material other than eighty per centum of brick, stone or concrete masonry or eighty per centum of any two or more of such materials or of such other materials, as may be approved by Real Property Improvements Pty. Limited PROVIDED HOWEVER that no such approval shall in any case be given to the use of asbestos cement or to the use of more than twenty per centum of weatherboards.
3. That during the ownership by the Transferor its successors and assigns other than purchasers on sale of any adjoining land no fence shall be erected on the land hereby transferred to divide it from any such adjoining land without the consent of the Transferor its successors or assigns but such consent shall not be withheld if such fence is erected without expense to the Transferor its successors or assigns and in favour of any person dealing with the Transferees or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.

AND for the purpose of Section 88 of the Conveyancing Act 1919-1956 it is hereby further agreed and declared that:-

- (a) The land which is subject to the burden of the above covenants is the land hereby transferred.
- (b) The land to which the benefit of the above covenants Nos. 1 and 2 is intended to be appurtenant is all the lots in Deposited Plan No. 216410 other than the land hereby transferred.
- (c) The land to which the benefit of the above covenant No. 3 is intended to be appurtenant is any land adjoining the land hereby transferred owned by the Transferor.
- (d) The above covenants or any one of them may be released varied or modified by the Transferor.

Strike out if unnecessary, or suitably adjust.

(i) if any covenants are to be created or any exceptions to be made; or

(ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1956.

16357RP1

ENCUMBRANCES, &c., REFERRED TO.

Reservations and conditions contained in Crown Grant.  
Drainage Easement as appurtenant to Lot 59 hereby transferred  
reserved in Transfers of Lots 63, 65 and 70 in Deposited Plan  
No. 216410.

\* A very short note will suffice.

K 1145-2 G 137



If the Transferee or Transferees sign by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, or a J.P., or Commissioner for Affidavits, to whom the Transferee is known, otherwise the attesting witness should appear before one of the above mentioned persons who having received an affidavit anterior to each of the questions set out in Sec. 124 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:-

(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for Affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Mayor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

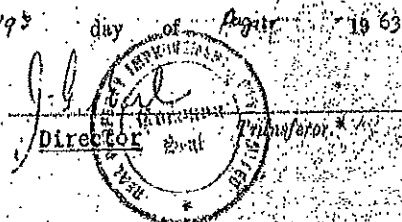
(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consul Officer (which includes a British Ambassador, Envoy, Minister, Charge d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consul Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Charge d'Affaires, Counselor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

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

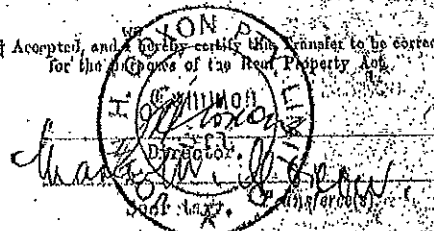
Signed at SYDNEY the 19<sup>th</sup> day of August 1963  
in the presence of the  
COMMON SEAL of REAL PROPERTY IMPROVEMENTS PTY. LIMITED was hereunto affixed by authority of the Directors in the presence of;

Authorised Officer



THE COMMON SEAL of JOHN H. DOXON  
Signed in the presence of the Transferee  
PTY. LIMITED was hereunto duly affixed  
in the presence of the Director and  
the Secretary whose signatures are  
set opposite hereto.

Accepted, and I hereby certify this transfer to be correct for the purposes of the Real Property Act.



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

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

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

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
Signed in the presence of \_\_\_\_\_

### CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.

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

To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of those parties.

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

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person guilty or negligently verifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer who have sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not express a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alteration should be made by erasure. The words to be altered should be crossed through with the pen, and words substituted written over them, the alteration being verified by signature or initials in the margin, or noticed by the attestation.

J 429266

LODGED BY *Shaw McDonald*

No. *16357RP*

**FEES.**

The fees, which are payable on lodgment, are as follows:—

- (a) £2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise £2 5s. 6d. Where such instrument is to be endorsed on more than one folio of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of 10s. is made in each of the following—
  - (i) where a restrictive covenant is imposed; or
  - (ii) a new easement is created; or
  - (iii) a partial discharge of a mortgage is endorsed on the transfer.
- (c) Where a new Certificate of Title must have the scale charges are—
  - (i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;
  - (ii) £2 10s. 6d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
  - (iii) as approved where more than one simple diagram, or an extensive diagram will appear.

Where the outgoings exceeds 15 folios, an amount of 5s. per folium, extra fee is payable.

**DOCUMENTS LODGED HEREWITH.**

To be filled in by person lodging dealing.

1 \_\_\_\_\_  
 2 \_\_\_\_\_  
 3 \_\_\_\_\_  
 4 \_\_\_\_\_  
 5 \_\_\_\_\_  
 6 \_\_\_\_\_

Received Docs.  
 Nos.  
 Receiving Clerk.

**PARTIAL DISCHARGE OF MORTGAGE.**

(N.B.—Before execution read marginal note.)

I, *[Name]*, mortgagee under Mortgage No. *[Number]*,  
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at *[Place]* this *[Day]* day of *[Month]* 19 *[Year]*  
 Signed in my presence by *[Signature]*

who is personally known to me.

Mortgagee.

INDEXED	MEMORANDUM OF TRANSFER
	<i>together with an easement for drainage &amp; covenants</i>
Checked by <i>[Signature]</i>	Particulars entered in Registered Book.
	Volume <i>7356</i> Folio <i>135</i>
	<i>7356</i> " <i>138</i>
	<i>7356</i> " <i>140</i>
	<i>7356</i> " <i>142 to 145 incl</i>
	<i>7356</i> " <i>147</i>
	<i>7356</i> " <i>148</i>
	<i>7356</i> " <i>151</i>
Passed on A.B. by <i>[Signature]</i>	On <i>28th</i> day of <i>February</i> 19 <i>64</i> at <i>[Place]</i>
Signed by <i>[Signature]</i>	Witnesses past 11 o'clock in the <i>forenoon</i> .
	<i>[Signature]</i> Registrar

**PROGRESS RECORD.**

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrs. & Supt.		
Cancellation Clerk		
Vol.		Fol.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

EXTRA FEES  
*[Signature]*  
*[Signature]*

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



R.P. 13A. No.

New South Wales

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)



I, **REAL PROPERTY IMPROVEMENTS PTY. LIMITED**

(Transferee must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

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

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of One thousand five hundred and fifty pounds----

(£1,550.) (the receipt whereof is hereby acknowledged) paid to it by

**FLORA MABEL TWEEDIE**

do hereby transfer to

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

**FLORA MABEL TWEEDIE** of 7 Gungaroo Place, Beverly Hills,  
Married Woman

(herein called transferee)

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

Where the consent of the Local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

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

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
Cumberland	Manly Cove	Whole	9356	141	65
TOGETHER WITH as appurtenant to Lot 65 hereby transferred an easement for drainage in over through and under ALL THOSE pieces of land within Lots 65 to 69 inclusive and Lots 71, 72 and 75 in Deposited Plan No. 216410 indicated in the said Deposited Plan No. 216410 as "Drainage Easement 3 feet wide" AND RESERVING unto the Transferor as appurtenant to Lots 59, 62 and 64 in Deposited Plan No. 216410 an easement for drainage in over through and under ALL THAT piece of land within Lot 65 hereby transferred indicated in the said Deposited Plan No. 216410 as "Drainage Easement 3 feet wide".					

X 1950

147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

And the transferee ~~xxxxxx~~ for himself his heirs executors administrators and assigns covenants and agrees with the Transferor its successors and assigns as follows:-

1. That no main building shall be erected on the land hereby transferred having a minimum area of less than 1,000 square feet.
2. That no external walls of any building erected on the land hereby transferred shall be of any material other than eighty per centum of brick, stone or concrete masonry or eighty per centum of any two or more of such materials or of such other materials as may be approved by Real Property Improvements Pty. Limited PROVIDED HOWEVER that no such approval shall in any case be given to the use of asbestos cement or to the use of more than twenty per centum of weatherboards.
3. That during the ownership by the Transferor its successors and assigns other than purchasers on sale of any adjoining land no fence shall be erected on the land hereby transferred to divide it from any such adjoining land without the consent of the Transferor its successors or assigns but such consent shall not be withheld if such fence is erected without expense to the Transferor its successors or assigns and in favour of any person dealing with the Transferee or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.

And for the purpose of Section 88 of the Conveyancing Act 1919-1956 it is hereby further agreed and declared that:-

- (a) The land which is subject to the burden of the above covenants is the land hereby transferred.
- (b) The land to which the benefit of the above covenants Nos. 1 and 2 is intended to be appurtenant is all the lots in Deposited Plan No. 216410 other than the land hereby transferred.
- (c) The land to which the benefit of the above covenant No. 3 is intended to be appurtenant is any land adjoining the land hereby transferred owned by the Transferor.
- (d) The above covenants or any one of them may be released varied or modified by the Transferor.

Strike out if unnecessary, or suitably adjust,

(i) If any covenants are to be created or any exceptions to be made; or

(ii) If the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1956.

ENCUMBRANCES, &c., REFERRED TO.

Reservations and conditions, if any contained in Crown Grant.

Drainage Easement as appurtenant to Lot 63 hereby transferred reserved in Transfers of Lots 63 and 70.

Drainage Easements over part of Lot 65 hereby transferred created in Transfer of Lots 60 and 63.

A very short note will suffice.

K 1165-1 St 437

If the Transferor or Transferee signs by a mark, the obligation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act, should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:-

(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Execution, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part, or such other person as the Chief Justice of New South Wales may appoint.

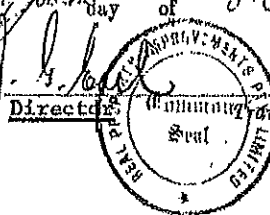
(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counselor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

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

To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself is signed or acknowledged before one of those parties.

Signed at Sydney the 10th day of May 1963.  
THE COMMON SEAL OF REAL PROPERTY IMPROVEMENTS LTD. LIMITED was hereunto affixed by authority of the Directors in the presence of  
Authorized Officer



† Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

*[Signature]*  
29.4.63.

*[Signature]*  
Transferee(s).

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

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

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

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
Signed in the presence of—

### CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.

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

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

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, caution, or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

No. **J 357391**

LODGED BY **SHARPE O'BRIEN & CO.**  
**Solicitors,**  
**"Hepburn Court",**  
**BEVERLY HILLS, 57-0331-2**

**FEES.**

The Fees, which are payable on lodgment, are as follows:—

- (a) £2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise £2 6s. 0d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 6s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of 10s. is made in each of the following:—  
(i) where a restrictive covenant is imposed; or  
(ii) a new easement is created; or  
(iii) a partial discharge of mortgage is endorsed on the transfer.
- (c) Where a new Certificate of Title must be issued the scale charges are:—  
(i) £3 for every Certificate of Title not exceeding 15 folios and without diagram;  
(ii) £2 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;  
(iii) as approved where more than one simple diagram, or an extensive diagram will appear.  
Where the engrossing exceeds 15 folios, an amount of 2s. per folium, extra fee is payable.

**DOCUMENTS LODGED HEREWITH.**

To be filled in by person lodging dealing.

1	
2	
3	
4	
5	
6	

Received Docs.  
Nos.

Receiving Clerk.

**PARTIAL DISCHARGE OF MORTGAGE.**

(N.B.—Before execution read marginal note.)

I,

mortgagee under Mortgage No.

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at this day of

Signed in my presence by

who is personally known to me.

Mortgagee.

INDEXED	MEMORANDUM OF TRANSFER
<i>[Signature]</i>	<i>Covenant</i> <i>Transfer with and</i> <i>Receiving Easement by Reg.</i>
Checked by	Particulars entered in Register Book, Volume <i>9356</i> Folio <i>135</i> " <i>9356</i> " <i>138</i> " <i>9356</i> " <i>140 &amp; 141 &amp; 142</i>
Passed (in S.D.B.) by	<i>[Signature]</i> the <i>28<sup>th</sup></i> day of <i>February</i> 19 <i>64</i> at
Signed by	<i>[Signature]</i> minutes past <i>11</i> o'clock in the <i>fore</i> noon. <i>[Signature]</i> Registrar

**PROGRESS RECORD.**

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk		
Vol.		Fol.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

EXTRA FEES  
*[Signature]*  
*27-9-64*  
*27-9-64*

## Northern Beaches Council Planning Certificate – Part 2&5

**Applicant:** InfoTrack  
GPO Box 4029  
SYDNEY NSW 2001

**Reference:** 18/191  
**Date:** 16/07/2018  
**Certificate No.** ePLC2018/4222

**Address of Property:** 69 Epping Drive FRENCHS FOREST NSW 2086  
**Description of Property:** Lot 69 DP 216410

### Planning Certificate – Part 2

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

#### **1. Relevant planning instruments and Development Control Plans**

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

##### **1.1a) Local Environmental Plan**

Warringah Local Environmental Plan 2011

##### **1.1b) State Environmental Planning Policies and Regional Environmental Plans**

State Environmental Planning Policy 1—Development Standards  
State Environmental Planning Policy 19 – Bushland in Urban Areas  
State Environmental Planning Policy 21 – Caravan Parks  
State Environmental Planning Policy 30 – Intensive Agriculture  
State Environmental Planning Policy 33 – Hazardous and Offensive Development  
State Environmental Planning Policy 50 – Canal Estate Development  
State Environmental Planning Policy 55 – Remediation of Land  
State Environmental Planning Policy 62—Sustainable Aquaculture  
State Environmental Planning Policy 64 – Advertising and Signage  
State Environmental Planning Policy 65 – Design Quality of Residential Apartment Development  
State Environmental Planning Policy No 70—Affordable Housing (Revised Schemes)  
State Environmental Planning Policy (Affordable Rental Housing) 2009  
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004  
State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

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

## **1.2 Draft Environmental Planning Instruments**

The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the Council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

### **1.2 a) Draft State Environmental Planning Policies**

Review of State Environmental Planning Policy 44 – Koala Habitat Protection  
 State Environmental Planning Policy No 64— Advertising and Signage (Amendment No 3)  
 Draft State Environmental Planning Policy (Environment)  
 Proposed new rules for Site Compatibility Certificates – State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004  
 Draft State Environmental Planning Policy (Primary Production and Rural Development)

### **1.2 b) Draft Local Environmental Plans**

#### **Planning Proposal - Reclassification of land, Wakehurst Parkway, Oxford Falls (PEX2017/0004)**

**Applies to land:** Lot 21 DP 819277, Oxford Falls Road

**Outline:** Amends WLEP 2011 to reclassify land known as Lot 21 DP 819277 (Part), Wakehurst Parkway, Oxford Falls from "Community Land" to "Operational Land".

The land adjoins the western boundary of Oxford Falls Grammar School, at Oxford Falls and is currently zoned RE1 Public Recreation under WLEP 2011.

The Planning Proposal seeks to create a pathway for the school to use the land in the future for purposes associated with the school.

**Council resolution:** 26 April 2017

**Gateway Determination:** 29 June 2017

#### **Planning Proposal - Ralston Avenue (Belrose) (PEX2013/0003)**

**Applies to land:** Lot 1 DP 1139826, Ralston Avenue, Belrose

**Outline:** Amends WLEP 2000 and WLEP 2011 to:

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



**Council resolution:** 25 November 2014

**Gateway Determination:** 28 January 2015

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

**Applies to land:** Dee Why Town Centre (boundaries identified within the Planning Proposal)

**Outline:** Amends WLEP 2011 to:

- Increase maximum permissible building heights
- Introduce floor space ratio controls
- Provide development standards in relation to car parking, building setbacks and building proportion
- Identify additional "Key Sites"
- Implement a delivery mechanism for key infrastructure and public domain improvements

**Council resolution:** 23 September 2014

**Gateway Determination:** 1 April 2015 amended 22 September 2016

### **1.3 Development Control Plans**

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

Warringah Development Control Plan 2011

## **2. Zoning and land use under relevant Local Environmental Plans**

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

### **2.1 Zoning and land use under relevant Local Environmental Plans**

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

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

#### **EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011**

##### **Zone R2 Low Density Residential**

###### **1 Objectives of zone**

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

###### **2 Permitted without consent**

Home-based child care; Home occupations

###### **3 Permitted with consent**

Bed and breakfast accommodation; Boarding houses; Boat sheds; Building identification signs;

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

#### **4 Prohibited**

Any development not specified in item 2 or 3

#### **Additional permitted uses**

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

Nil

#### **(e) Minimum land dimensions**

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

#### **(f) Critical habitat**

The land does not include or comprise critical habitat.

#### **(g) Conservation areas**

The land is not in a heritage conservation area.

#### **(h) Item of environmental heritage**

The land does not contain an item of environmental heritage.

#### **2.2 Draft Local Environmental Plan - if any**

For any proposed changes to zoning and land use, see Part 1.2 b)  
Please contact Council's Strategic and Place Planning unit with enquiries on 1300 434 434.

### **2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006**

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

### **3. Complying Development**

The extent to which the land is land on which complying development may or may not be carried out under each of the codes for complying development because of the provisions of clauses

1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

**a) Housing Code**

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

**b) Rural Housing Code**

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

**c) Low Rise Medium Density Code**

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

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

**d) Greenfield Housing Code**

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

**e) Housing Alterations Code**

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

**f) General Development Code**

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

**g) Commercial and Industrial Alterations Code**

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

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

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

**i) Container Recycling Facilities Code**

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

**j) Subdivisions Code**

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

**k) Demolition Code**

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

**l) Fire Safety Code**

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

#### **4, 4A (Repealed)**

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

The owner of the land (or any previous owner) has not consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

#### **5. Mine Subsidence**

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

#### **6. Road widening and road realignment**

- (a) The land is not affected by a road widening or re-alignment proposal under Division 2 of Part 3 of the *Roads Act 1993*.
- (b) The land is not affected by a road widening or re-alignment proposal under an environmental planning instrument.
- (c) The land is not affected by a road widening or re-alignment proposal under a resolution of Council.

#### **7. Council and other public authority policies on hazard risk restriction**

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

Nil

- (b) The following information applies to any policy as adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in a planning certificate issued by the Council. The identified hazard or risk and the respective Policy which affect the property, if any, are listed below:

Nil

#### **7A. Flood related development control Information**

- (1) Development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is not subject to flood related development controls.
- (2) Development on the land or part of the land for any other purpose is not subject to flood related development controls.

## **8. Land reserved for acquisition**

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

## **9. Contribution plans**

The following applies to the land:

Northern Beaches Contributions Plan 2018

## **9A. Biodiversity certified land**

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

## **10. Biodiversity Stewardship Sites**

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

## **10A. Native vegetation clearing set asides**

Council has not been notified by Local Land Services of the existence of a set aside area under section 60ZC of the *Local Land Services Act 2013*.

## **11. Bush fire prone land**

The land is not bush fire prone land.

## **12. Property vegetation plans**

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

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

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

## **14. Directions under Part 3A**

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

## **15. Site compatibility certificates and conditions for seniors housing**

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

- (b) No condition of consent applies to the property that limits the kind of people who may occupy the premises/ development. This refers only to consents granted after 11 October 2007 with conditions made in accordance with clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*.

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

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

## **17. Site compatibility certificate and conditions for affordable rental housing**

- (a) There is not a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land.
- (b) There are not terms of a kind referred to in clause 17 (1) or 38 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

## **18. Paper subdivision information**

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

## **19. Site verification certificates**

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

## **20. Loose-fill asbestos insulation**

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

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

Contact NSW Fair Trading for more information.

## **21 Affected building notices and building product rectification orders**

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

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

In this clause:

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

**building product rectification order** has the same meaning as in the *Building Products (Safety) Act 2017*.

### **Additional matters under the Contaminated Land Management Act 1997**

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

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

## Planning Certificate – Part 5

ePLC2018/4222

The following is information provided in good faith under the provisions of Section 10.7(5) of the *Environmental Planning and Assessment Act 1979* (as amended – formerly Section 149) and lists relevant matters affecting the land of which Council is aware. The Council shall not incur any liability in respect of any such advice.

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

### **Company Title Subdivision**

Clause 4.1 of the *Pittwater Local Environmental Plan 2014*, *Warringah Local Environmental Plan 2011* or *Manly Local Environmental Plan 2013* provides that land may not be subdivided except with the consent of the Council. This includes subdivision by way of company title schemes. Persons considering purchasing property in the Northern Beaches local government area the subject of a company title scheme are advised to check that the land has been subdivided with the consent of the Council.

### **District Planning**

As part of ongoing NSW Planning Reforms, the Greater Sydney Commission is preparing six District plans for Sydney in consultation with local Councils. Northern Beaches LGA is part of the North District Plan. More information about the NSW Planning Reforms is available at the NSW Department of Planning (website: [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au)).

### **Council Resolution To Amend Environmental Planning Instrument**

The following instrument or resolution of Council proposes to vary the provisions of an environmental planning instrument, other than as referred to in the Planning Certificate – Part 2:

#### **Planning Proposal - Response to Low Rise Medium Density Code**

**Applies to land:** Certain land in the Pittwater Local Environmental Plan 2014 (PLEP 2014) and Manly Local Environmental Plan 2013 (MLEP 2013)

**Outline:** Seeks to amend the PLEP 2014 and MLEP 2013 in response to issues arising from the future implementation of the NSW Governments' SEPP (Exempt and Complying Development) Amendment (Low Rise Medium Density Code). The intent of the Planning Proposal is to prohibit:

- manor houses and multi-dwelling housing (including terraces) in zone R2 Low Density Residential zone under the Manly LEP 2013
- dual occupancy in zone R2 Low Density Residential zone under the Manly LEP 2013 and Pittwater LEP 2014
- multi-dwelling housing and dual occupancies in the R3 Zone in the Warriewood Valley under Pittwater LEP 2014

**Council resolution:** 26 June 2018

#### **Planning Proposal - rezone deferred land within the Oxford Falls Valley & Belrose North area**

**Applies to land:** Land within the B2 Oxford Falls Valley and C8 Belrose North localities of WLEP 2000 and land zoned E4 Environmental Living under WLEP 2011 at Cottage Point (Boundaries



identified within the Planning Proposal)

**Outline:** Amends WLEP 2000 and WLEP 2011 to:

- Transfer the planning controls for land within the B2 Oxford Falls Valley and C8 Belrose North localities of WLEP 2000 into the best fit zones and land use controls under WLEP 2011
- Rezone the majority of the subject land to E3 Environmental Management under WLEP 2011
- Rezone smaller parcels of land to E4 Environmental Living, RU4 Primary Production Small Lots, SP2 Infrastructure, SP1 Special Activities, R5 Large Lot Residential and R2 Low Density Residential under WLEP 2011
- Include various parcels of land as having additional permitted uses under Schedule 1 of WLEP 2011

**Council resolution:** 24 February 2015

### **Planning Proposal - 28 Lockwood Avenue, Belrose**

**Applies to land:** 28 Lockwood Avenue, Belrose

**Outline:** Amends WLEP 2011 to:

- Permit additional land uses of 'residential flat building' and 'multi dwelling housing' on that part of the land fronting Lockwood Avenue only
- Prohibit the granting of development consent for a residential flat building or multi-dwelling housing on the land unless a minimum Floor Space Ratio of 0:5:1 is provided on the site for commercial premises.

**Council resolution:** 28 November 2017

## **Additional Information Applying To The Land**

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

Nil

### **General Information Threatened Species**

Many threatened species identified under the *Biodiversity Conservation Act 2016* (NSW) and Environment Protection and Biodiversity Conservation Act 1999 (Commonwealth) are found within the former Local Government Area of Warringah (now part of Northern Beaches). Council's Natural Environment unit can be contacted to determine whether any site specific information is available for this property. Records of threatened flora and fauna are also available from the NSW Office of Environment and Heritage's Atlas of NSW Wildlife database: <http://www.bionet.nsw.gov.au>

Potential threatened species could include:

(a) threatened species as described in the final determination of the scientific committee to list endangered and vulnerable species under Schedule 1 of the *Biodiversity Conservation Act 2016*, and/or

(b) one or more of the following threatened ecological communities as described in the final determination of the scientific committee to list the ecological communities under Schedule 2 of the *Biodiversity Conservation Act 2016*:

- Duffys Forest Ecological Community in the Sydney Basin Bioregion
- Swamp Sclerophyll Forest on Coastal Floodplain
- Coastal Saltmarsh of the Sydney Basin Bioregion

- Swamp Oak Floodplain Forest
- Bangalay Sand Forest of the Sydney Basin Bioregion
- Themeda grasslands on Seacliffs and Coastal Headlands
- Sydney Freshwater Wetlands in the Sydney Basin Bioregion
- Coastal Upland Swamp in the Sydney Basin Bioregion
- River-Flat Eucalypt Forest on Coastal Floodplains of the New South Wales North Coast, Sydney Basin and South East Corner Bioregions

#### **Bush fire**


Certain development may require further consideration under section 79BA or section 91 of the Environmental Planning and Assessment Act 1979, and section 100B of the Rural Fires Act, 1997 with respect to bush fire matters. Contact NSW Rural Fire Service.

#### **Aboriginal Heritage**

Many Aboriginal objects are found within the Local Government Area. It is prudent for the purchaser of land to make an enquiry with the Office of Environment and Heritage as to whether any known Aboriginal objects are located on the subject land or whether the land has been declared as an Aboriginal place under the *National Parks and Wildlife Act 1974* (NSW). The carrying out of works may be prevented on land which is likely to significantly affect an Aboriginal object or Aboriginal place. For information relating to Aboriginal sites and objects across NSW, contact: Aboriginal Heritage Information Management System (AHIMS) on (02) 9585 6345 or email [AHIMS@environment.nsw.gov.au](mailto:AHIMS@environment.nsw.gov.au). Alternatively visit <http://www.environment.nsw.gov.au/licences/AboriginalHeritageInformationManagementSystem.htm>.

#### **Coastal Erosion**

Information available to Council indicates coastal erosion may affect a greater number of properties and may present an increased risk to properties than that shown on published hazard maps of the Warringah coastline. Council's Natural Environment Unit can be contacted for further information.



**Helen Lever**  
**Acting Chief Executive Officer**  
**16/07/2018**

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

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

**NOTE:** This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By-law 8, Clause 3). The existence and position of Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at Board's Head Office or in the case of South Coast District at Board's Wollongong Office (Section 33 of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only.

**SYMBOLS AND ABBREVIATIONS**

Manhole	OWS	Waste Stack
Chamber	IP	Induct Pipe
L.H. Lamphole	MF	Mica Flap
Boundary Trap	T	Tube
Inspection Shaft	K	Kitchen Sink
Pit	W	Water Closet
Grease Interceptor	B	Bath Waste
Gully	H	Handbasin
P Trap	S	Shower
Reflex Valve	Jh	Junction
Cleaning Eye	DW	Dishwasher
Vertical Pipe	F	Floor Waste
Vent Pipe	M	Washing Machine
Soil Vent Pipe	BS	Bar Sink

**DRAINAGE**

Supervised by \_\_\_\_\_  
Inspector \_\_\_\_\_  
Field Diagram Examined by \_\_\_\_\_  
Chief Inspector \_\_\_\_\_  
Date of Issue \_\_\_\_\_  
Tracing Checked by \_\_\_\_\_

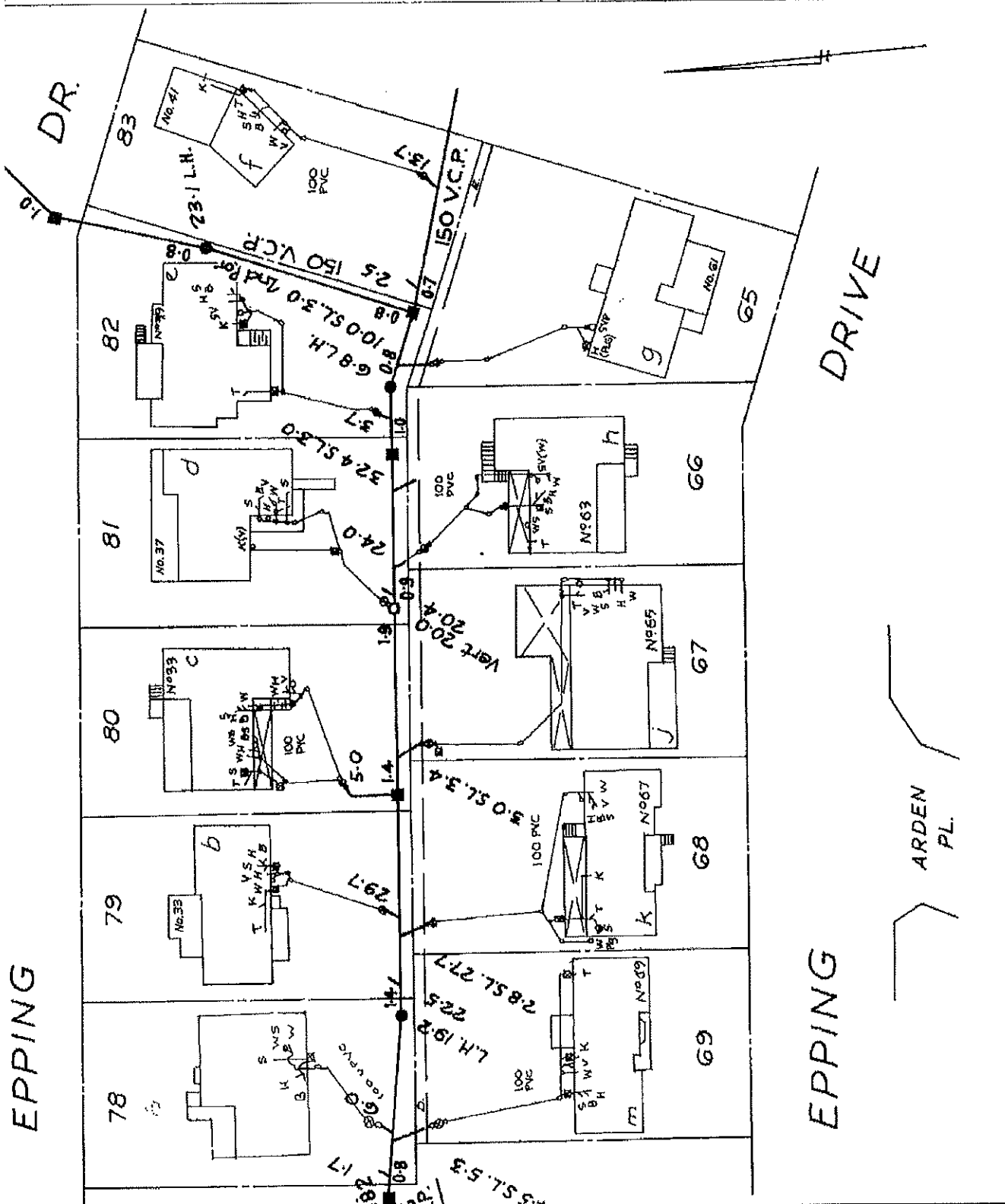
Supervised by \_\_\_\_\_  
Inspector \_\_\_\_\_

Supervised by \_\_\_\_\_  
Inspector \_\_\_\_\_

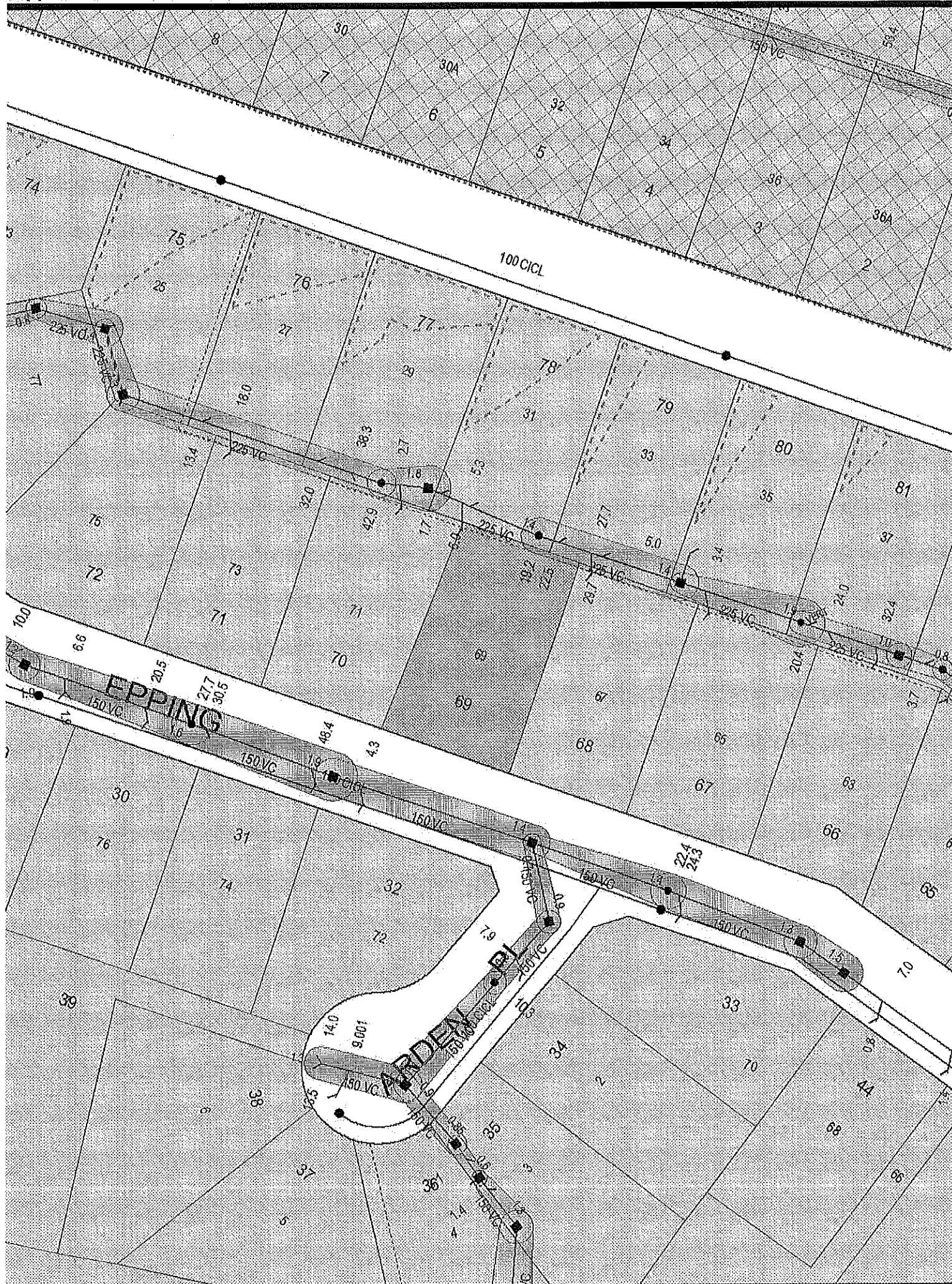
Outfall: **WW** Drainer \_\_\_\_\_  
W.S. \_\_\_\_\_  
W.N. **300182** (1st Port) **5/9/86**  
W.O. **300182** (2nd Port) **26/9/86**  
Boundary Trap **is not required**

Sheet No. **T605**

For House Services Engineer \_\_\_\_\_



Section a: ... b: ... c: ... d: ... e: 24/11/86 f: 3/12/86 g: 19/9/86 h: 11/12/86 i: 24/11/86 j: 26/9/86 k: 26/9/86 l: 26/9/86 m: 26/9/86 n: ... p: ... q: ...



**Disclaimer:** The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

## Home Warranty Insurance Certificate of Insurance



Home Warranty  
Insurance Fund

QBE Insurance (Australia) Ltd  
Level 3, 85 Harrington St  
SYDNEY NSW 2000  
Phone: 1300 790 723  
Fax: 02 8275 9330  
ABN: 78 003 191 035  
AFS License No: 239545



Policy Number BN0055341BWI-3

ROWAN & GENEVIEVE  
69 EPPING DRIVE  
FRENCHS FOREST 2086

**Name of Intermediary**  
RSM GROUP PTY LTD  
PRIVATE BAG 4000  
SURREY HILLS VIC 3127

**Account Number**  
BN0005499  
**Date Issued**  
16/05/2014

### Policy Schedule Details

#### Certificate in Respect of Insurance

Residential Building Work by Contractors

A contract of insurance complying with sections 92 and 96 of the Home Building Act 1989 has been issued by QBE Insurance (Australia) Limited as agent for and on behalf of the NSW Self Insurance Corporation (SICorp) (ABN 97 369 689 650) who is responsible for management of the Home Warranty Insurance Fund.

<b>In Respect of</b>	ALTERATIONS AND ADDITIONS STRUCTURAL
<b>At</b>	69 EPPING DRIVE FRENCHS FOREST NSW 2086
<b>Carried Out By</b>	BUILDER NAILN'IT CARPENTRY AND CONST P ABN: 60 151 392 264
<b>Declared Contract Price</b>	\$47,451.00
<b>Contract Date</b>	15/05/2014
<b>Builders Registration No.</b>	U 268550C
<b>Building Owner / Beneficiary</b>	ROWAN & GENEVIEVE HUPPERT

Subject to the Act and the Home Building Regulation 2004 and the conditions of the insurance contract, cover will be provided to the Building Owner/Beneficiary named in the domestic building contract and to the successors in title to the Building Owner/Beneficiary or the immediate successor in title to the contractor or developer who did the work and subsequent successors in title.

Signed for and on behalf of NSW Self Insurance Corporation (SICorp)

Jason Bourne  
National Manager - Builders Warranty

#### IMPORTANT NOTICE:

In addition to this certificate of insurance, a policy wording which outlines the terms and conditions of the cover provided is available from the HWIF website. To access that policy wording visit [www.homewarranty.nsw.gov.au](http://www.homewarranty.nsw.gov.au)