

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: Martin John Holicky and Nicole Rosina Holicky
Purchaser:
Property: 81 Dareen Street, Frenchs Forest
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 Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
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 NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative 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 and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over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 any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Property Securities Act 2009* (Cth)? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 and 23.5 to 23.7 (inclusive) 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?
13. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

14. Subject to the Contract, the 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.
15. 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.
16.
 - (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) 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 Information Certificate or 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 (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) 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 or any alternative indemnity product under the *Home Building Act 1989* (NSW).
 - (f) Have any actions been taken, including the issuing of any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.
- 17.
- (a) 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?
 - (b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property? If so please provide details and indicate if there are any proposals for amendment or revocation?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(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* (NSW) or the *Encroachment of Buildings Act 1922* (NSW)?
- Affectations/Benefits**
- 20.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
21. 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?
22. 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) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
23. If the Property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- 24.
- (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?

25. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to prevent the enjoyment of any rights appurtenant to the Property?

Capacity

26. 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

27. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 7 days prior to completion.
28. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
29. If any document required for 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.
30. If the vendor holds a certificate of title, it must be delivered to the purchaser immediately after completion or as directed by the purchaser, in accordance with the Contract.
31. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
32. The purchaser reserves the right to make further requisitions prior to completion.
33. 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 the completion date.

Off the plan contract

34. If the Contract is an off the plan contract:

- (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
- (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
- (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.
- (d) Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) in relation to the Property? If so, when was it made?
- (e) The vendor should provide an occupation certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all buildings or structures on the Property.



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 64/30828

SEARCH DATE	TIME	EDITION NO	DATE
21/6/2023	12:57 PM	9	18/6/2019

LAND

LOT 64 IN DEPOSITED PLAN 30828
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP30828

FIRST SCHEDULE

MARTIN JOHN HOLICKY
NICOLE ROSINA HOLICKY
AS JOINT TENANTS

(T AA284629)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS (S.536AA LOCAL GOVERNMENT ACT, 1919)
- 2 H905235 EASEMENT FOR DRAINAGE AFFECTING THE PART(S) SHOWN
SO BURDENED IN THE TITLE DIAGRAM
- 3 AP328303 MORTGAGE TO SUNCORP-METWAY LIMITED

NOTATIONS

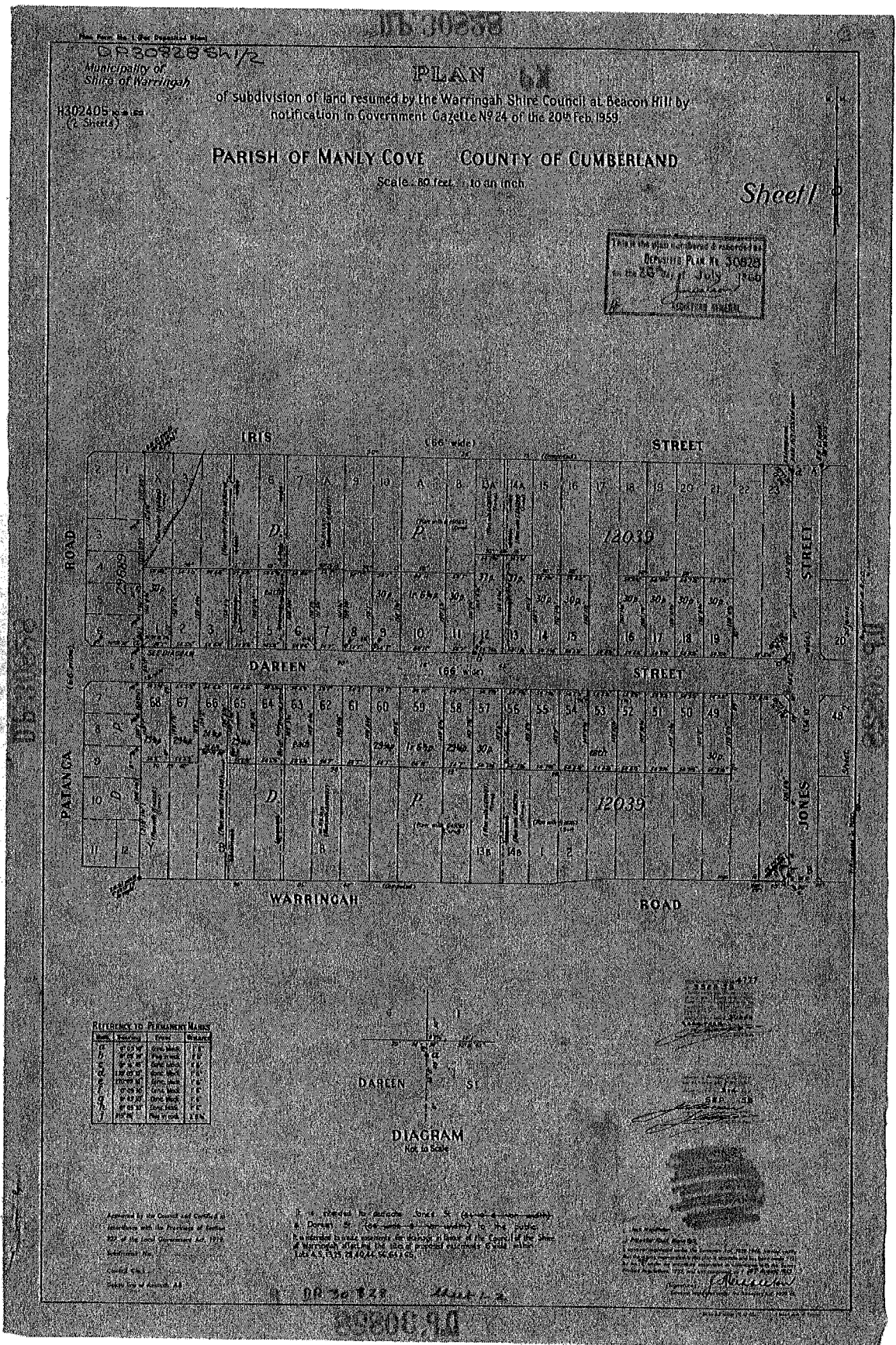
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

230381

PRINTED ON 21/6/2023

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





CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

DP 30828 SH 1/2

FEET INCHES	METRES
- 2 3/4	0.070
- 4 3/4	0.121
- 7 1/4	0.180
- 9 1/2	0.216
- 10	0.254
1 5 1/4	0.438
1 6	0.457
2 9 3/4	0.857
6	1.829
12	3.658
15 2 1/4	4.629
16 11 3/8	5.166
16 11 7/8	5.178
17	5.182
17 0 1/8	5.185
54	16.459
54 3	16.555
54 5 1/2	16.599
54 5 3/4	16.605
54 6	16.612
54 6 1/4	16.618
54 7	16.637
54 7 3/8	16.656
54 8	16.662
54 8 1/2	16.675
54 9 1/4	16.694
54 9 3/8	16.697
54 9 1/2	16.701
60	18.288
60 0 1/8	18.301
64 7 3/4	19.704
66	20.117
78 10	24.028
84 7 3/8	25.791
84 11	25.883
84 11 3/8	25.892
97 8 1/4	29.775
120 0 1/2	36.583
124 2	37.846
124 2 3/8	37.862
127 0 1/2	38.782
146 4 3/4	44.621
148 10 3/4	45.383
149 1	45.441
149 1 1/2	45.483
149 2	45.486
149 2 3/8	45.476
149 2 3/8	45.482
149 3 1/4	45.498
149 3 3/4	45.510
149 4 3/8	45.526
149 4 3/4	45.536
149 5 3/8	45.552
149 6	45.560
149 6 7/8	45.590
149 7 1/2	45.606
149 8	45.618
149 8 1/2	45.631
149 9	45.644
149 9 5/8	45.660
149 10 1/4	45.676
149 10 3/4	45.688
149 11 1/8	45.698
149 11 3/8	45.704
149 11 3/4	45.714
150	45.720
150 0 1/2	45.733
150 0 3/4	45.739
150 0 7/8	45.742
150 1 1/8	45.749
150 1 3/8	45.755
150 1 1/2	45.758
150 1 5/8	45.761
150 2	45.773
150 2 1/4	45.777
150 2 1/2	45.784
150 2 7/8	45.793



CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

DP 30828 SH 1/2 CONTD

FEET INCHES METRES

150	3	45.796
150	3 1/4	45.808
150	3 1/2	45.809
150	3 3/4	45.810
150	3 7/8	45.810
150	4 1/8	45.826
150	4 3/8	45.831
150	4 1/2	45.834
150	4 5/4	45.841
151	1 3/4	46.069
151	5 1/4	46.107
185	3	56.464
185	4 3/4	56.509
185	5 1/4	56.547
216	3 1/4	66.046
219	1 1/4	65.783
248	1 3/8	75.635
325	8 1/2	99.276
340	0 1/2	103.645

AC RU P SQ M

-	-	3	75.9
-	-	24 3/4	626
-	-	29 1/2	745.1
-	-	29 3/4	752.5
-	-	30	758.8
-	-	37	935.8
-	1	6 1/2	1176
-	1	6 3/4	1182



CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

DP 30828 SH 2/2

FEET	INCHES	METRES
-	0 3/8	0.010
-	0 5/8	0.016
-	0 3/4	0.015
-	1 1/4	0.032
-	1 1/2	0.038
-	1 3/4	0.044
-	2	0.051
-	2 1/4	0.057
-	2 1/2	0.064
-	3 1/4	0.083
-	3 1/2	0.089
-	4	0.102
-	4 1/4	0.108
-	4 1/2	0.114
-	4 3/4	0.121
-	5	0.127
-	6 1/2	0.165
-	7	0.178
-	7 1/2	0.191
-	8	0.203
-	9 1/8	0.232
-	9 1/2	0.241
-	10	0.254
-	10 3/4	0.273
1	-	0.305
1	4	0.406
1	6	0.457
1	10 3/4	0.576
2	-	0.610
3	9 1/2	1.156
6	-	1.829
10	-	3.048
11	2	3.404
11	4 3/8	3.450
12	-	3.658
16	-	4.877
16	1 1/2	4.915
16	11 3/4	5.175
17	-	5.182
17	1 1/8	5.210
29	2 3/4	8.309
40	-	12.192
42	-	12.802
42	10 1/4	13.062
42	11	13.081
44	7 3/4	13.608
49	11 3/4	15.234
50	-	15.240
50	5 1/2	15.380
52	11 1/8	16.142
54	10	16.713
54	10 1/4	16.720
56	9 1/2	17.310
56	10 1/2	17.336
56	10 3/8	17.339
59	2 3/4	18.053
59	9 3/4	18.231
59	10 5/8	18.253
60	9 1/4	18.523
63	9 1/2	19.449
66	-	20.117
67	8	20.625
90	-	27.432
93	3 1/4	28.429
95	-	28.956
97	8 1/2	29.782
100	-	30.480
109	8 1/2	33.539
109	9 1/2	33.465
113	3 1/4	34.325
113	9	34.671
113	9 1/4	34.677
115	9 1/2	34.684
115	1	35.077
119	5 1/8	36.100
119	0 1/4	36.278
120	-	36.576

CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

DP 0030828 SH 2/2 CONTD

FEET INCHES METRES

125	-	38.100
131	3 1/2	40.143
138	-	42.062
145	4 1/4	43.218
150	-	45.720
157	5 1/2	47.993
157	5 5/8	47.998
163	4 1/4	49.790
173	-	52.730
180	-	54.864
187	5 1/4	57.131
191	-	58.217
199	1 3/8	60.690
199	1 5/8	60.696
199	2	60.708
348	5 5/8	106.213

AC RD P SQ M

-	22 1/4	562.6
-	25	632.8
-	29 1/4	739.6
-	29 3/4	752.5
-	30	758.6
-	30 1/2	771.4
-	31 1/4	780.4
-	35	865.2
-	35 3/4	904.2
-	36	910.5
-	35 1/2	923.2
-	1 1	1037
-	1 1/2	1315
-	1 20	1518
-	1 20 1/2	1530
-	1 22 1/4	1574
-	1 22 1/2	1581
-	1 32 1/4	1627

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



MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900.)

1, THE COUNCIL OF THE SHIRE OF WARRINGAH

Lodgment
Endorsement
Certificate

(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 in permanent black non-copying ink.

If a loss 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 Eight hundred and forty eight pounds (£848.0.0.) (the receipt whereof is hereby acknowledged) paid to it by

Edward Brown

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.

EDWARD BROWN of Warringah Road French's Forest, Milk Vender

(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 880 U.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	part	7951	1	being lots 3,4,5 and 6 in Deposited Plan No.30828

And the transferor covenant(s) with the transferor.

RESERVING as regards lots 5 and 64 in Deposited Plan No. 30628 unto the Transferor full and free right and liberty for the transferor from time to time and at all times hereafter by its officers servants workmen and agents to construct lay down make control examine supervise manage relay renew cleanse repair maintain operate and use in and through the land designated "Easement for drainage 6 feet wide" in the said plan of subdivision and at such depths or levels below the surface thereof as the transferor shall think fit such drainage works and other works incidental thereto (all of which are included in the term "works" whenever hereinafter appearing) as in its opinion may be required for drainage purposes and to take up any such works and substitute new works in lieu thereof and for any of the purposes aforesaid to enter go return pass and repass upon along and over the said land and make and sink excavations and cuttings in and through the said land and bring and place thereon and remove therefrom such materials implements tools articles and things as the transferor shall think fit without liability to pay compensation to any person for any damage sustained to the said land through the exercise of any of the powers hereby granted to the transferor.

and 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.

* A very short note will suffice.

K 1165-2

If the Transferee or Transferees 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, to whom the Transferee 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.

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

Signed at Brookvale the 27th day of June, 1961.
THE COMMON SEAL OF THE COUNCIL OF THE SHIRE OF WARRINGAH
affixed hereto in pursuance of a resolution of the Council passed on the 26th day of June, 1961.

W. H. Brown
President
Shire Clerk
Transferor.*

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

John Brown
D. J. Brown
D. J. Brown

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

E. Brown
Transferor(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

Memorandum where 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.*

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 these parties.

Appeared before me at _____, the _____ day of _____, one thousand _____ 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 renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Accomplished 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 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.

Mortgage No. 6744

H 905235
 No. 6744

LODGED BY *Rogers Rogers & Partners*
11 Bankers Bldg
Sydney

FEES.

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

- (a) £3 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise £2 5s. 0d. Where such instrument is to be endorsed on more than one folium 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) £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 5s. per folium, extra fee is payable.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1. _____	Received	Doca.
2. _____		
3. _____	Nos.	Receiving Clerk.
4. _____		
5. _____		
6. _____		

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.

Mortgages.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER <i>Reserving Easement for Drainage</i>
Checked by <i>[Signature]</i>	Particulars entered in Register Book, Volume <i>7951</i> Folio <i>1</i>
Passed (in S.D.B.) by <i>[Signature]</i>	<i>M.P.D.</i> the <i>28th</i> day of <i>February</i> 19 <i>62</i> at Signed by <i>[Signature]</i> <i>30</i> minutes past <i>2</i> o'clock in the <i>afternoon</i> .
	<i>[Seal]</i> Registrar-General.

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written	<i>[Signature]</i>	<i>6.2.62</i>
Draft examined	<i>[Signature]</i>	<i>6/2/62</i>
Diagram prepared	<i>[Signature]</i>	<i>1.2.62</i>
Diagram examined	<i>[Signature]</i>	<i>1/2/62</i>
Draft forwarded	<i>[Signature]</i>	
Supt. of Engrossers	<i>[Signature]</i>	
Cancellation Clerk	<i>[Signature]</i>	<i>7.2.62</i>
Vol. <i>8345</i>	For. <i>170</i>	

Northern Beaches Council Planning Certificate – Part 2

Applicant: InfoTrack
GPO Box 4029
SYDNEY NSW 2001

Reference: 230381
Date: 21/06/2023
Certificate No. ePLC2023/03792

Address of Property: 81 Dareen Street FRENCHS FOREST NSW 2086
Description of Property: Lot 64 DP 30828

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) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land:

(a) Local Environmental Plan

Warringah Local Environmental Plan 2011

(b) State Environmental Planning Policies and Regional Environmental Plans

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Primary Production) 2021

Chapters 1,2

State Environmental Planning Policy (Resources and Energy) 2021

Chapters 1, 2

State Environmental Planning Policy (Resilience and Hazards) 2021

Chapters 1, 3, 4

State Environmental Planning Policy (Industry and Employment) 2021

Chapters 1, 3

State Environmental Planning Policy (Transport and Infrastructure) 2021

Chapters 1, 2, 3

State Environmental Planning Policy (Biodiversity and Conservation) 2021

Chapters 1, 2, 3, 4, 6, 7

State Environmental Planning Policy (Planning Systems) 2021
Chapters 1, 2
State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021
Chapters 1, 2
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
SEPP 65 – Design Quality of Residential Apartment Development
SEPP (Building Sustainability Index: BASIX)
State Environmental Planning Policy (Biodiversity and Conservation) 2021
Chapters 9, 10

(c) Development Control Plans

Warringah Development Control Plan 2011

(2) Draft Environmental Planning Instruments

The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

(a) Draft Local Environmental Plans

(b) Draft State Environmental Planning Policies

Draft State Environmental Planning Policy (Environment)
Draft Remediation of Land State Environmental Planning Policy (intended to replace State Environmental Planning Policy 55)

(c) Draft Development Control Plans

2. Zoning and land use under relevant planning instruments

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

(1) Zoning and land use under relevant Local Environmental Plans

(a), (b)

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; 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; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Tank-based aquaculture; Veterinary hospitals

4 Prohibited

Any development not specified in item 2 or 3

(c) 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

(d) 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.

(e) Outstanding biodiversity value

The land is not in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*

(f) Conservation areas

The land is not in a heritage conservation area.

(g) Item of environmental heritage

The land does not contain an item of environmental heritage.

(2) Zoning and land use under draft Local Environmental Plans

For any proposed changes to zoning and land use, see Part 1.2 (a)

Please contact Council's Strategic and Place Planning unit with enquiries on 1300 434 434.

3. Contribution plans

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

Northern Beaches Section 7.12 Contributions Plan 2022 - in force 1 June 2022.

(2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area.

Nil

4. Complying Development

If the land is land on which complying development may or may not be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

Part 3 Housing Code

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

Part 3A Rural Housing Code

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

Part 3B Low Rise Housing Diversity Code

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

Part 3C Greenfield Housing Code

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

Part 3D Inland Code

Complying Development under the Inland Code does not apply to the land.

Note: Pursuant to clause 3D.1 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the Inland Code only applies to 'inland local government areas'. Northern Beaches local government area is not defined as an 'inland local government area' by *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Part 4 Housing Alterations Code

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

Part 4A General Development Code

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

Part 5 Industrial and Business Alterations Code

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

Part 5A Industrial and Business Buildings Code

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

Part 5B Container Recycling Facilities Code

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

Part 6 Subdivisions Code

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

Part 7 Demolition Code

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

Part 8 Fire Safety Code

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

(4) Complying Development Codes varied under Clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

No complying codes are varied under this clause in relation to the land.

5. Exempt Development

If the land is land on which exempt development may or may not be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

Part 2 Exempt Development Codes

Exempt Development under the Exempt Development Codes may be carried out on all of the land.

(4) Exempt Development Codes varied under Clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

No exempt development codes are varied under this clause in relation to the land.

6. Affected building notices and building product rectification orders

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

(b) 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

(c) 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 section—

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

7. 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 3.15 of the Act.

8. 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.

9. Flood related development controls

(1) The land is not within the flood planning area and subject to flood related development controls.

(2) The land or part of the land is not between the flood planning area and the probable maximum flood and subject to flood related development controls.

In this section—

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

10. Council and other public authority policies on hazard risk restriction

(a) Council has adopted policies that restrict the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding (for flooding – see 9). The identified hazard or risk, if any, are listed below:

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

11. Bush fire prone land

The land is not bush fire prone land.

12. 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.

13. Mine Subsidence

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

14. Paper subdivision information

There is no current paper subdivision, of which council is aware, in respect of this land according to Part 10 of the *Environmental Planning and Assessment Regulation 2021* and Schedule 7 of the *Environmental Planning & Assessment Act 1997 No 203*.

15. 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.

16. Biodiversity Stewardship Sites

The Council has not been notified by the Biodiversity Conservation Trust 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).

17. 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*).

18. 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.

19. 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).

Note—

Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

20. Western Sydney Aerotropolis

Under State Environmental Planning Policy (Precincts – Western Parkland City) 2021, Chapter 4 the land is –

- (a) not in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
- (b) not shown on the Lighting Intensity and Wind Shear Map, or
- (c) not shown on the Obstacle Limitation Surface Map, or
- (d) not in the “public safety area” on the Public Safety Area Map, or
- (e) not in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

21. Development consent conditions for seniors housing

No condition of development consent granted after 11 October 2007 in relation to the land applies to the property that are of the kind set out in that Policy, section 88(2) of State Environmental Planning Policy (Housing) 2021.

22. Site compatibility certificate and conditions for affordable rental housing

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

(2) No condition of development consent in relation to the land applies to the property that are of the kind set out in section 21(1) or 40(1) of State Environmental Planning Policy (Housing) 2021.

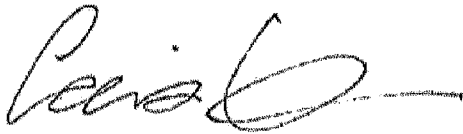
(3) No condition of development consent in relation to the land applies to the property that are of the kind set out in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009.

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

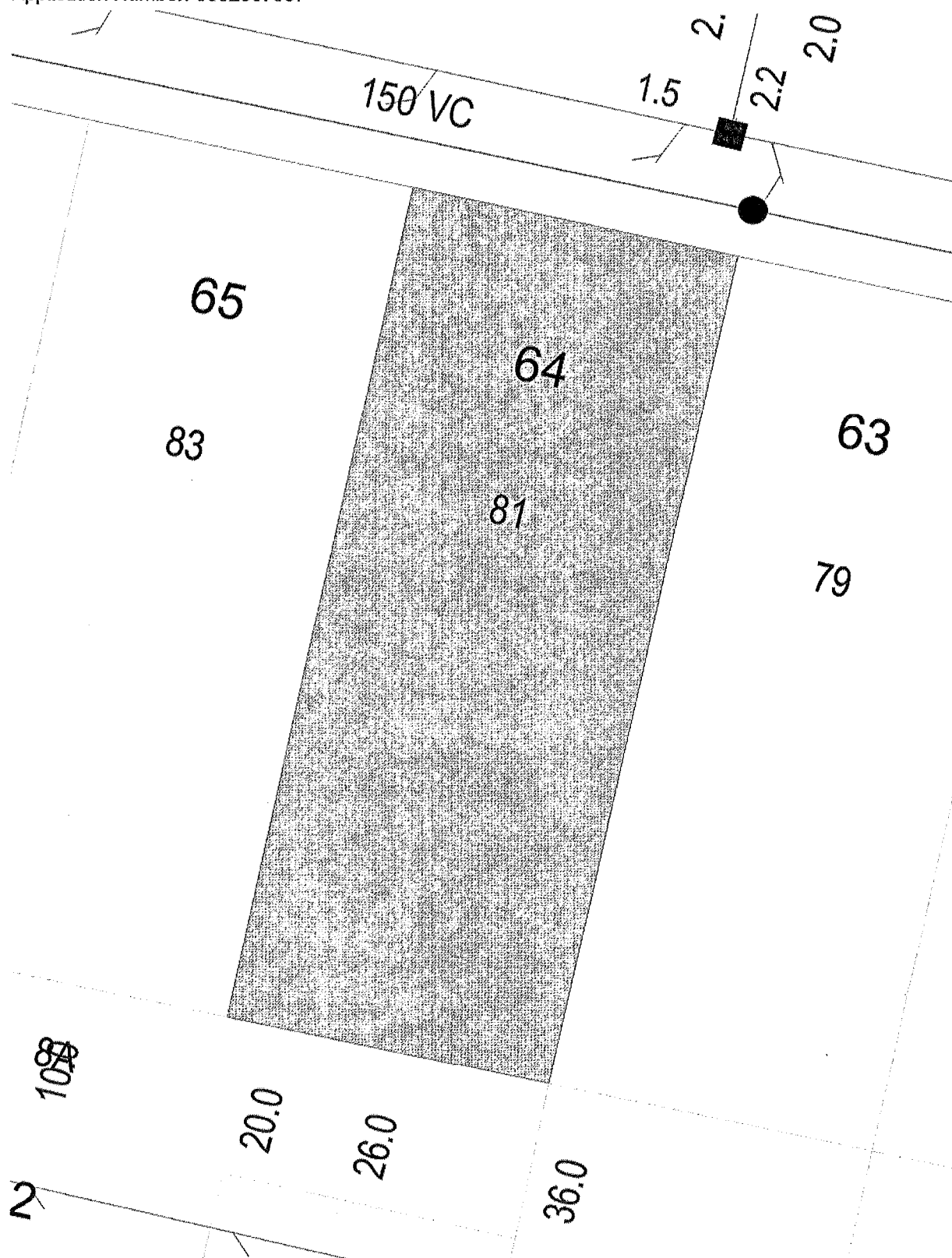
If contamination is identified above please contact the Environmental Protection Authority (EPA) for further information.



Louise Kerr
Interim Chief Executive Officer

21/06/2023

Service Location Print
Application Number: 8002567887



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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**.

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
Vacuum Sewer		Restrained Joints - Potable	
Pressure Sewer Main		Restrained Joints - Recycled	
Division Valve		Hydrant	
Vacuum Chamber		Maintenance Hole	
Clean Out Point		Stop Valve	
Stormwater		Stop Valve with By-pass	
Stormwater Pipe		Stop Valve with Tapers	
Stormwater Channel		Closed Stop Valve	
Stormwater Gully		Air Valve	
Stormwater Maintenance Hole		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as Indicated	
		Private Mains	
		Potable Water Main	
		Recycled Water Main	
		Sewer Main	
		Symbols for Private Mains shown grey	

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Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	GI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

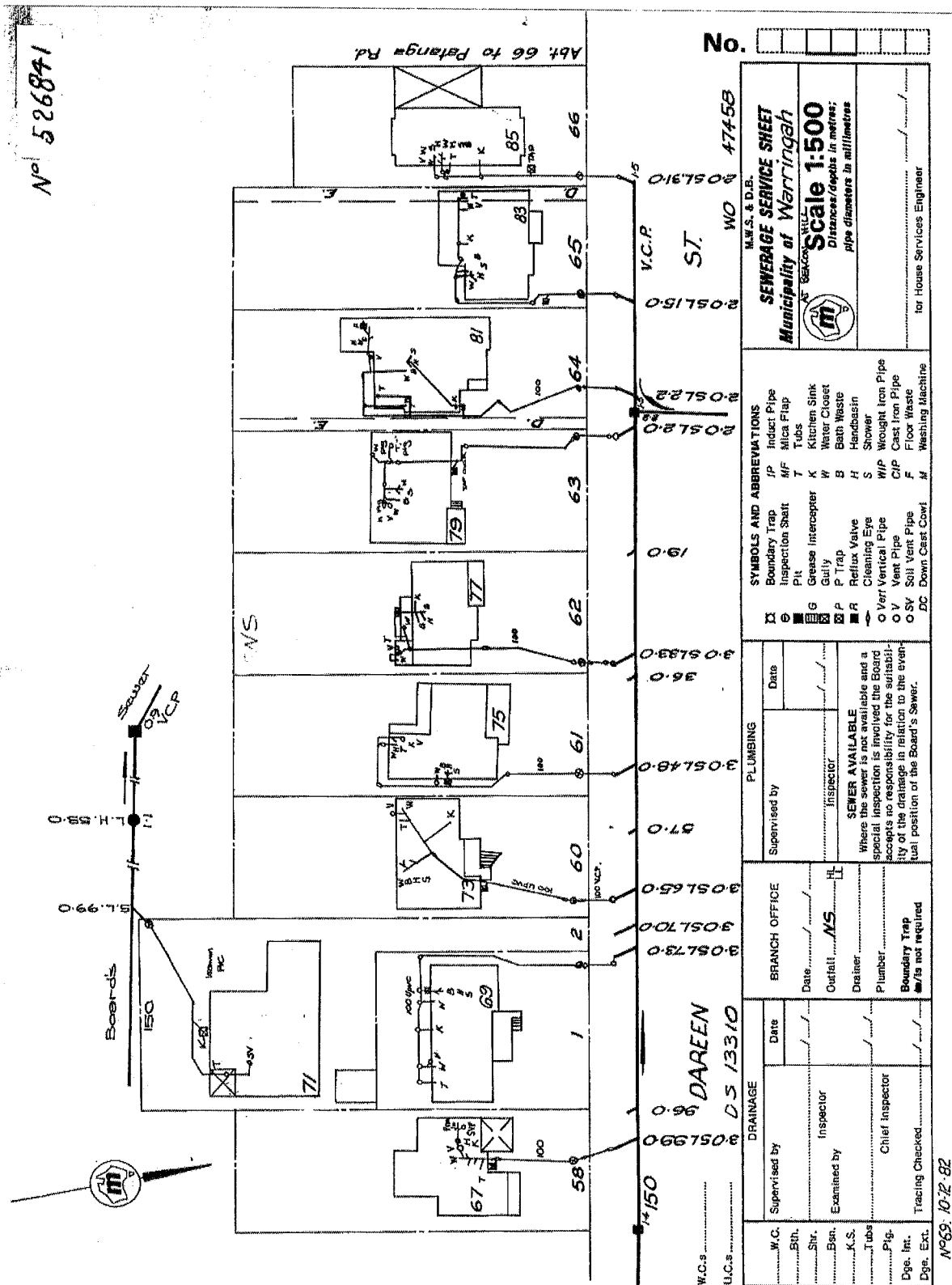
In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

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**.

Sewer Service Diagram

Application Number: 8002567888



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Disclaimer

Disclaimer
The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

