

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	SKYLINE REAL ESTATE	Ref: Stuart Bath
	3/14 Frenchs Forest Road, Frenchs Forest NSW 2086	
	Phone: 9452 3444 email: reception@skylinerealestate.com.au	
co-agent		
vendor	RICHARD RANDALL SMART and IAN COULTER MCKENZIE	

vendor's solicitor	BURRIDGE & LEGG
	53 The Centre, Forestville NSW 2087
	PO Box 20, Forestville NSW 2087 admin@burridgeandlegg.com
	Phone: 9451 5622 Ref: DL:6531

date for completion	42nd day after the contract date (clause 15)
land (address, plan details and title reference)	4A BARNES ROAD, FRENCHS FOREST NSW 2087
	Lot 2 in Deposited Plan 863876
	Folio Identifier 2/863876

improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies
	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space
	<input type="checkbox"/> none <input type="checkbox"/> other:
attached copies	documents in the List of Documents as marked or numbered:
	other documents:

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.				
inclusions	<input type="checkbox"/> air conditioning	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input type="checkbox"/> blinds	<input checked="" type="checkbox"/> curtains	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> other:			
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

Where there is more than one purchaser ☐ JOINT TENANTS
☐ tenants in common ☐ in unequal shares, specify: _____

GST AMOUNT (optional) The price includes GST of: \$

buyer's agent

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

SIGNING PAGE

<p>VENDOR</p> <p>Signed by _____</p> <p>Vendor _____</p> <p>Vendor _____</p>	<p>PURCHASER</p> <p>Signed by _____</p> <p>Purchaser _____</p> <p>Purchaser _____</p>
<p>VENDOR (COMPANY)</p> <p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>	<p>PURCHASER (COMPANY)</p> <p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>

Choices

Vendor agrees to accept a **deposit-bond** ☐ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 4): PEXA

Manual transaction (clause 30) ☒ NO ☐ yes
(if yes, vendor must provide further details, including any applicable exception, in the space below):

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 a **GSTRW payment** (GST residential withholding payment) ☒ NO ☐ yes (if yes, vendor must provide details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

GSTRW payment (GST residential withholding payment) – 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 supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

Amount purchaser must pay – price multiplied by the **GSTRW 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

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☒ 8 sewerage infrastructure location diagram (service location diagram)
- ☒ 9 sewer lines location diagram (sewerage service diagram)
- ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 occupation certificate
- ☒ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 18 licence benefiting the land
- ☐ 19 old system document
- ☐ 20 Crown purchase statement of account
- ☐ 21 building management statement
- ☐ 22 form of requisitions
- ☐ 23 *clearance certificate*
- ☐ 24 land tax certificate

Home Building Act 1989

- ☐ 25 insurance certificate
- ☐ 26 brochure or warning
- ☐ 27 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 28 certificate of compliance
- ☐ 29 evidence of registration
- ☐ 30 relevant occupation certificate
- ☐ 31 certificate of non-compliance
- ☐ 32 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 33 property certificate for strata common property
 - ☐ 34 plan creating strata common property
 - ☐ 35 strata by-laws
 - ☐ 36 strata development contract or statement
 - ☐ 37 strata management statement
 - ☐ 38 strata renewal proposal
 - ☐ 39 strata renewal plan
 - ☐ 40 leasehold strata - lease of lot and common property
 - ☐ 41 property certificate for neighbourhood property
 - ☐ 42 plan creating neighbourhood property
 - ☐ 43 neighbourhood development contract
 - ☐ 44 neighbourhood management statement
 - ☐ 45 property certificate for precinct property
 - ☐ 46 plan creating precinct property
 - ☐ 47 precinct development contract
 - ☐ 48 precinct management statement
 - ☐ 49 property certificate for community property
 - ☐ 50 plan creating community property
 - ☐ 51 community development contract
 - ☐ 52 community management statement
 - ☐ 53 document disclosing a change of by-laws
 - ☐ 54 document disclosing a change in a development or management contract or statement
 - ☐ 55 document disclosing a change in boundaries
 - ☐ 56 information certificate under Strata Schemes Management Act 2015
 - ☐ 57 information certificate under Community Land Management Act 2021
 - ☐ 58 disclosure statement - off the plan contract
 - ☐ 59 other document relevant to off the plan contract
- Other**
- ☐ 60

HOLDER OF STRATA OR COMMUNITY SCHEME 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 residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, 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 the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds 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 the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2 **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 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 the Act, section 66W, 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 the Act, section 66ZG.
- 4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. 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 and Stock 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:

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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 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. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
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. More information is available from the ATO.

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)

1.1 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>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<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>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<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>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>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic 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>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' Conveyancing Transaction</i> ;
<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>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being 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>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>GSTRW 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>GSTRW rate</i>);
<i>GSTRW 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 th if not);
<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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<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>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<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> ;
<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 22 of the Swimming Pools Regulation 2018).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

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 –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
 - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
 - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
 - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
 - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* 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 the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *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 16.5.
- 3.9 The vendor must give the purchaser any original *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 any original *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 any original *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 any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 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
- 4.2.2 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.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW 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.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are 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; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 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 –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

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 *Normally*, 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

- Normally*, 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 vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for 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 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 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.
- 14.7 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 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRGW* remittance payable;
 - *GSTRW* payment; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

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 Schedule 2, Part 7 of the Residential Tenancies Act 2010).

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 4.8 or clause 30.4);
 - 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;
 - 20.6.7 served at the earliest time it is served, if it is served more than once; and
 - 20.6.8 served if it is provided to or by the *party's solicitor* or an authorised *Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 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 4, 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 - 4) 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.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.
- 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 s171 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 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 14.6 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 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 materially prejudices 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 to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information 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 –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - 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 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 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.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 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.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* 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.

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 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a 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 burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 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
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 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.
- 30.8 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.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *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 –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 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).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.
- 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 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

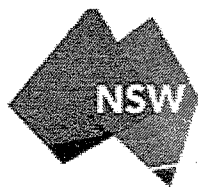
- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

SPECIAL CONDITIONS

33. The purchaser acknowledges that it is purchasing the property in its present condition and state of repair and as a result of its own inspection. The purchaser shall not call upon the vendor to carry out any repairs whatsoever in relation to the property sold.
34. It is acknowledged and agreed that in any notice to complete a period of fourteen (14) days shall for all purposes be deemed reasonable and sufficient as to time.
35. The purchaser agrees that if for any reason other than default on the part of the vendor completion of this contract does not take place on or before the completion date, the purchaser shall on completion pay to the vendor in addition to the balance of the price provided herein an amount equal to interest on the unpaid balance of the price at the rate of 8% per annum computed on a daily basis from and including the day after the completion date until and including the date of completion of this contract and the vendor shall be under no obligation to complete this contract until the payment provided for in this clause has been made.
36. The purchaser warrants that the purchaser was not introduced to the vendor or to the property by any agent or employee of an agent other than the agent, if any, named as such in this contract and that in the event that it is found that this warranty is untrue and as a result thereof that the vendor is liable for the payment of an agent's commission arising from this contract other than to any agent herein named as such, then the purchaser shall and does hereby indemnify the vendor in respect of the payment of any such commission and also for the payment of any costs or expenses involved in the defending of any claim for such commission. Such indemnity shall have the effect that any such commission, costs or expenses shall be paid by the purchaser to the vendor in addition to the purchase price herein provided for. This special condition of this contract and warranty shall inure and remain in full force and effect notwithstanding completion hereof and shall not be deemed to merge in the transfer on completion of this contract.
37. The purchaser acknowledges that the vendor is entitled to require payment of a deposit equal to 10% of the price on the date of this contract. The purchaser also acknowledges that if the vendor has accepted less than 10% of the price on account of the deposit the balance of the deposit is payable on the date specified by this contract as the date for completion.
38. If a cooling off period applies to this contract, the purchaser may pay the deposit holder in two instalments as follows:
- (a) On or before the date of this contract 0.25% of the agreed purchase price; and
 - (b) In the event of the purchaser proceeding with the purchase on or before the expiry of the cooling off period a further 9.75% of the agreed purchase price.

39. Unregistered Vendor (Deceased Estate)

- 39.1 The Vendors are selling the property as executors of the Will of Nyorie Jane Smart deceased and are not yet the registered proprietors of the property. The Vendors will use their best endeavours to become the registered proprietors by transmission.
- 39.2 The Completion Date will be the later of:
 - 39.2.1 the 42nd day after the date of this Contract; or
 - 39.2.2 the 14th day after the date on which the Vendors notify the Purchaser in writing that registration of the Transmission Application has taken place.
- 39.3 If the Vendors have not become the registered proprietors by transmission within six (6) months from the date of this Contract then either party may rescind this Contract by giving written notice to the other party and the provisions of Clause 19 will apply.



FOLIO: 2/863876

SEARCH DATE	TIME	EDITION NO	DATE
4/12/2022	1:43 PM	6	3/3/2021

LAND

LOT 2 IN DEPOSITED PLAN 863876
AT OXFORD FALLS
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP863876

FIRST SCHEDULE

NYORIE JANE SMART (ND AQ841836)

SECOND SCHEDULE (15 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP828266 RESTRICTION(S) ON THE USE OF LAND
- 3 DP829321 RESTRICTION(S) ON THE USE OF LAND
- 4 DP829321 EASEMENT TO DRAIN WATER 2 WIDE APPURTENANT TO THE PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 5 DP842523 EASEMENT TO DRAIN WATER 2, 3 AND VARIABLE WIDTH AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP842523 EASEMENT TO DRAIN WATER 2, 3 AND VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP842523 EASEMENT FOR SERVICES 1 AND VARIABLE WIDTH APPURTENANT TO THE PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 8 DP842523 RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 2, 2.5, 5, 6 AND VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 DP842523 RESTRICTION(S) ON THE USE OF LAND
- 10 DP649747 RIGHT OF CARRIAGEWAY 1.5 WIDE APPURTENANT TO THE PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 11 DP265153 EASEMENT TO DRAIN WATER 2 WIDE APPURTENANT TO THE PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 12 DP265153 RIGHT OF CARRIAGEWAY 1.5, 2 WIDE & VARIABLE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 13 DP265153 RIGHT OF CARRIAGEWAY 1.5, 2 WIDE & VARIABLE APPURTENANT TO THE PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 14 DP863876 EASEMENT FOR SERVICES 1 WIDE AND VARIABLE

END OF PAGE 1 - CONTINUED OVER

FOLIO: 2/863876

PAGE 2

SECOND SCHEDULE (15 NOTIFICATIONS) (CONTINUED)

APPURTENANT TO THE LAND ABOVE DESCRIBED
15 AI364292 LEASE TO IAN COULTER MCKENZIE & SUSAN GAI MCKENZIE
OF PART OF THE CONCRETE TERRACE AT 4A BARNES RD,
OXFORD FALLS AS SHOWN IN PLAN ANNEXED WITH AI364292.
EXPIRES: 31/12/2039.

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

DL6531

PRINTED ON 4/12/2022

* 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.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

Lengths are in metres

(Sheet 1 of 1 Sheet)

PART 1

Plan: **DP 863876**

Plan of Subdivision covered by Council
Certificate No. **9886** of **23 October**
1996

Full name & address of
proprietors of the land

Ian Coulter McKenzie
Suzanne Gai McKenzie
8 Barnes Road
FRENCHS FOREST NSW 2086

1. Identity of easement firstly
referred to in abovementioned plan.

Easement for Services 1 wide
and variable width.

Schedule of lots affected

Lots Burdened

1

Lot Benefited

2

PART 2

1. Terms of easement firstly referred to in the abovementioned Plan.

The full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by him from time to time and at all times to make, lay out, construct, erect, install, carry, maintain, use through above or under the servient tenement all drains, pipes, sewer rising main, conduits, poles, wires and other equipment and materials necessary to provide and carry all or any services of water, sewerage, drainage, gas, electricity, light, telephone and/or other domestic services to and from the said dominant tenement provided the said drains, pipes, conduits, sewer rising main, poles, wires, and/or other equipment and materials shall be laid in such position so as to cause as little interference as possible with the servient tenement together with the right for such person and every person authorised by him with any tools, implements or machinery necessary for the purpose to enter upon the servient tenement and to remain therefor any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such services or in any part thereof provided that such person and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore without delay that surface as nearly as practicable to its original condition. This easement shall not be varied, modified or extinguished without the written consent of Sydney Water.

Name of Person or Authority empowered to vary, release or modify the Easement firstly
referred to in the abovementioned Plan.

Warringah Council.

Signed in my presence by
IAN COULTER MCKENZIE

Ian McKenzie

IAN COULTER MCKENZIE

SUZANNE GAI MCKENZIE
who are personally known to me.

Suzanne Gai McKenzie

SUZANNE GAI MCKENZIE

[Signature]

SIGNATURE OF WITNESS

JASON THOMPSON

NAME OF WITNESS (BLOCK LETTERS)

CARPET LAYERS

QUALIFICATION OF WITNESS

WARRINGAH COUNCIL

[Signature]

Authorised Person

REGISTERED



29-11-1996

10/11/14

Systems

56:

Map:

plan:

OF SUBDIVISION OF
4 D.P. 813972 &
TION 1116

Reduction Ratio 1:1000

Shire
WARRINCHAM
Y

MANLY COVER

Y: CUMBERLAND

(etc if inapplicable).

11. B57. BACKSTON...
EDROU OLEY & PARKIN

330.1.42 & 12.2.93

used in preparation of survey/complaints.
8/3942, D.P. 210398,
449403, D.P. 774348,
1262030, C2727 2030,
728 4030

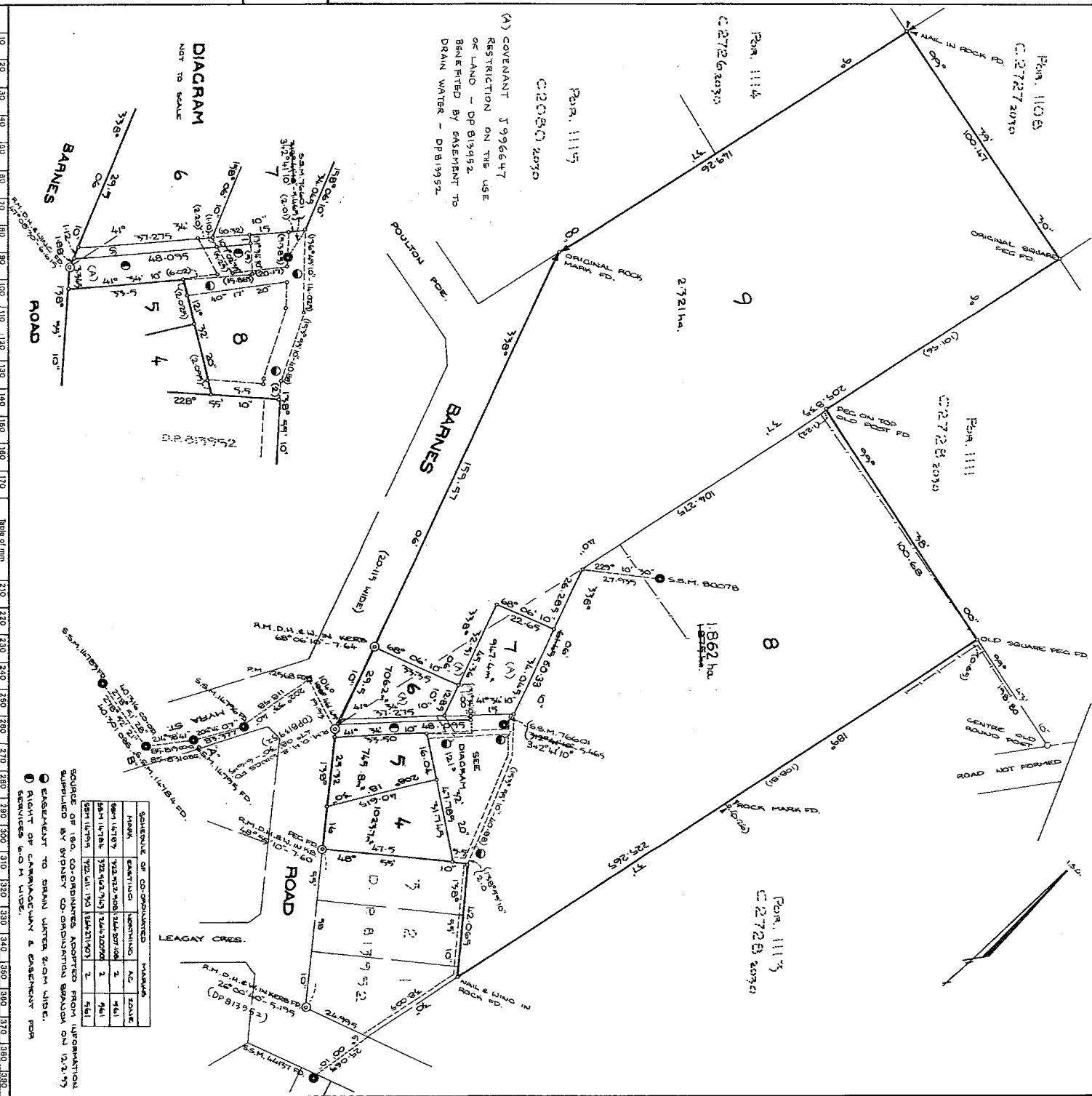
FOR USE ONLY for statements of intention to create public roads, to create public reserves, drainage easements, restrictions on the use of land and covenants.

CONSUANT TO SECTION 885 OF
CONVEYANCING ACT, AS
INTENDED, IT IS INTENDED TO
DATE:

RESTRICTION AS TO USER.
RESTRICTION AS TO USER.
RESTRICTION AS TO USER.
RESTRICTION AS TO USER.

PLAN	AMENDED	IN	LTO	AT	SURVEYORS	REQUEST
------	---------	----	-----	----	-----------	---------

1-7-1993



FOR SIGNATURES AND SEALS ONLY

DP 828266

Registered:

This is sheet 3 of my plan in 3 sheets dated

Surveyor registered under Surveyors Act 1929.

This is sheet of the plan of Streets covered by my Certificate No. of

Council Clerk

Signatures and seals only.

Reduction Ratio 1:
Lengths are in metres



Plan Drawing only to appear in this space

Table of mm

The Council of Saint George
Section No. 18
Limited
has approved the plan of
streets covered by my Certificate No. of



Handwritten signature

The Council of Saint George
Section No. 20
Limited
has approved the plan of
streets covered by my Certificate No. of



Handwritten signature

The Council of Saint George
Section No. 21
Limited
has approved the plan of
streets covered by my Certificate No. of



Handwritten signature

The Council of Saint George
Section No. 22
Limited
has approved the plan of
streets covered by my Certificate No. of



Handwritten signature

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.

Lengths are in metres

PART 1

(Sheet 1 of 4 Sheets)

Plan: **D.P 828266**

86993

Subdivision covered by Council
Clerk's Certificate No. 9214
of 6th January 1993

PF0331/4

Full name and address of
proprietor of the land.

Stanley Raymond Harvey
4 Barnes Road
FRENCHS FOREST NSW 2086

Ian Coulter McKenzie
1A Barnes Road
FRENCHS FOREST NSW 2086

Susanne Gai McKenzie
1A Barnes Road
FRENCHS FOREST NSW 2086

Richard Randall Smart
1A Barnes Road
FRENCHS FOREST NSW 2086

1. Identity of easement firstly
referred to in abovementioned plan.

Easement to drain water 2 wide

Schedule of Lots Affected.

Lots Burdened.

8

Lots Benefited.

4,5,6,7

2. Identity of easement secondly
referred to in abovementioned plan.

Right of Carriageway and
Easement for Services 6 wide

Schedule of Lots Affected.

Lots Burdened.

7

8

Lots Benefited.

8

7

3. Identity of restriction thirdly
referred to in abovementioned plan.

Restriction as to user

Schedule of Lots, etc. Affected.

Lots Burdened.

4,5,6,7,8

Authority Benefited.

Warringah Shire Council

4. Identity of restriction fourthly
referred to in abovementioned plan.

Restriction as to user

Schedule of Lots, etc. Affected.

Lots Burdened.

4,5,6,7,8

Authority Benefited.

Warringah Shire Council

5. Identity of restriction fifthly
referred to in abovementioned plan.

Restriction as to user

Schedule of Lots, etc. Affected.

Lots Burdened.

4,5,6,7,8

Authority Benefited.

Warringah Shire Council

Stanley Harvey
Ian McKenzie
Susanne McKenzie

WARRINGAH SHIRE COUNCIL
Alan Thomson

[Signature]

REGISTERED  18-2-1993

D.p. 828266

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.

Lengths are in metres

(Sheet 2 of 4 Sheets)

PART 1

6. Identity of restriction sixthly
referred to in abovementioned plan.

Restriction as to user

Schedule of Lots, etc. Affected.

Lots Burdened.

4,5,6,7,8

Authority Benefited.

Warringah Shire Council

7. Identity of restriction seventhly
referred to in abovementioned plan.

Restriction as to user

Schedule of Lots, etc. Affected.

Lots Burdened.

Each Lot.

Lots Benefited.

Every Other Lot.

PART 2

1. Terms of easement firstly referred to in abovementioned plan.

Easement to drain water 2 wide as described in Schedule 8 of the Conveyancing Act.

Name of Authority empowered to release, vary or modify easement firstly
referred to in abovementioned plan.

Warringah Shire Council.

2. Terms of easement secondly referred to in abovementioned plan.

Right of Carriage Way.

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him, to go, pass and repass at all times and for all purposes with or without animals or vehicles or both to and from the said dominant tenement or any such part thereof. The dominant and servient tenements shall share equally the cost of maintenance of the driveway structure erected in the area delineated as right of carriage way in the abovementioned plan, however the registered proprietor of the dominant tenement shall not object to the registered proprietor of the servient tenement widening the concrete driveway at the expense of the registered proprietor of the servient tenement.

Easement for Services.

The full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by him from time to time and at all times to make, lay out, construct, erect, install, carry, maintain, use through above or under the servient tenement all drains, pipes, conduits, poles, wires and other equipment and materials necessary to provide and carry all or any services of water, sewerage, drainage, gas, electricity, light, telephone and/or other domestic services to and from the said dominant tenement provided the said drains, pipes, conduits, poles, wires, and/or other equipment and materials shall be laid in such position so as to cause as little interference as possible with the servient tenement together with the right for such person and every person authorised by him with any tools, implements or machinery necessary for the purpose to enter upon the servient tenement and to remain therefor any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such services or in any part thereof provided that such person and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore without delay that surface as nearly as practicable to its original condition.

WARRINGAH SHIRE COUNCIL

REGISTERED



18-2-1993

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.

Lengths are in metres

(Sheet 3 of 4 Sheets)

PART 2

Plan: DP828266

Subdivision covered by Council
Clerk's Certificate No. 9274
of 6th January 1993

Name of Authority empowered to release, vary or modify easement secondly
referred to in abovementioned plan.

Warringah Shire Council.

3. Terms of restriction thirdly referred to in abovementioned plan.

The silt traps so designed within the inter-allotment drainage system within the easement to drain water 2 wide are to be maintained to a satisfactory standard as defined by Warringah Shire Council to enable those silt traps to filter sediments from the inter-allotment storm-water. The cost of maintenance of these traps is to be borne by the respective lots within which the silt traps are located.

Name of Authority empowered to release, vary or modify restriction thirdly
referred to in abovementioned plan.

Warringah Shire Council.

4. Terms of restriction fourthly referred to in abovementioned plan.

Collected roof and stormwater from any structure erected on the lots hereby burdened will be directed to the inter-allotment drainage system constructed within the subdivision.

Name of Authority empowered to release, vary or modify restriction fourthly
referred to in abovementioned plan.

Warringah Shire Council.

5. Terms of restriction fifthly referred to in abovementioned plan.

No building works are to be commenced on the lot hereby burdened unless a statement and/or land management plan has been submitted and approved by Council. The statement and plan shall include all details of any proposed clearing, earthworks, demolition, replanting, sediment control measures and siteworks of any nature.

The submission is to be made a minimum of 7 days but not exceeding 30 days prior to the commencement of works or disturbance to the land and must be to the satisfaction of the Shire Engineer.

Name of Authority empowered to release, vary or modify restriction fifthly
referred to in abovementioned plan.

Warringah Shire Council.

6. Terms of restriction sixthly referred to in abovementioned plan.

Any Building Application in respect of the lots hereby burdened and submitted for consideration to Council shall be accompanied by a report from a Consulting Geotechnical Engineer listed by Council as to any adverse effect the building and development may have on the stability of the land together with recommendations to any necessary stabilisation methods required. Where such stabilisation measures are in the form of retaining structures, special footings and the like, these designs shall be certified by a Practising Structural listed by Council.

Name of Authority empowered to release, vary or modify restriction sixthly
referred to in abovementioned plan.

Warringah Shire Council.

REGISTERED  18-2-1993

[Signature]

[Signature]

[Signature]

[Signature]

DP 828266

Dated 6th January 1993

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.

Lengths are in metres

(Sheet 4 of 4 Sheets)

PART 2

7. Terms of restriction seventhly referred to in abovementioned plan.

No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the registered proprietors mentioned in PART 1 above, but such consent shall not be withheld if such fence is erected without expense to the registered proprietors mentioned in PART 1 above.

Signed in my presence by

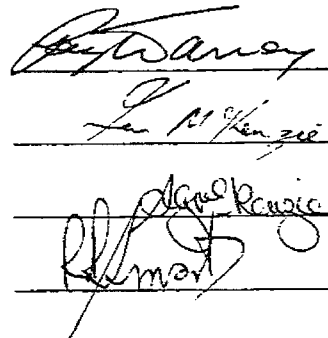
STANLEY RAYMOND HARVEY

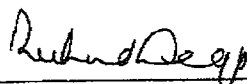
IAN COULTER MCKENZIE

SUSANNE GAI MCKENZIE

RICHARD RANDALL SMART

who are personally known to me.



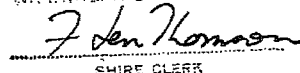


Signature of Witness.

RICHARD LEEB

Name of Witness. (BLOCK LETTERS)

WARRINGAH SHIRE COUNCIL


SHIRE CLERK

Solicitor Jestrulle

Qualification of Witness.

SIGNED AT SYDNEY THE 14th
DAY OF JANUARY
1993 FOR
COMMONWEALTH SAVINGS BANK OF
AUSTRALIA by its attorney the
MANAGER
NSW BRANCH
LONDON
COMMONWEALTH BANK OF
AUSTRALIA by its attorney
mentioned and stated to in
Power of Attorney registered in the
Land Titles Office Book 3519 No. 500


R. J. Bent

REGISTERED  18-2-1993

DP 829921

Registered 3-5-1993

C.A. No 9280 of 18-2-1993

Title System TORRENS

Purpose SUBDIVISION

Ref Map U 1860-5 #

Last Plan DP 828266

PLAN OF SUBDIVISION OF LOT 9 IN DP 828266

SHEET 1 OF 3 SHEETS.
Lengths are in metres. Reduction Ratio 1:1000

Mem./Shire WARRENHIAH

Locality: FRENCH FOREST

Parish: MANLY COVE

County: CUMBERLAND

This is the plan in sheets.

I, GREGORY KEITH OXLEY, of the County of CUMBERLAND, do hereby certify that the survey represented in this plan was made by me or under my direction and in accordance with the provisions of the Survey Act, 1923 as amended, and that the same is a true and correct copy of the original plan of survey.

15/11/92

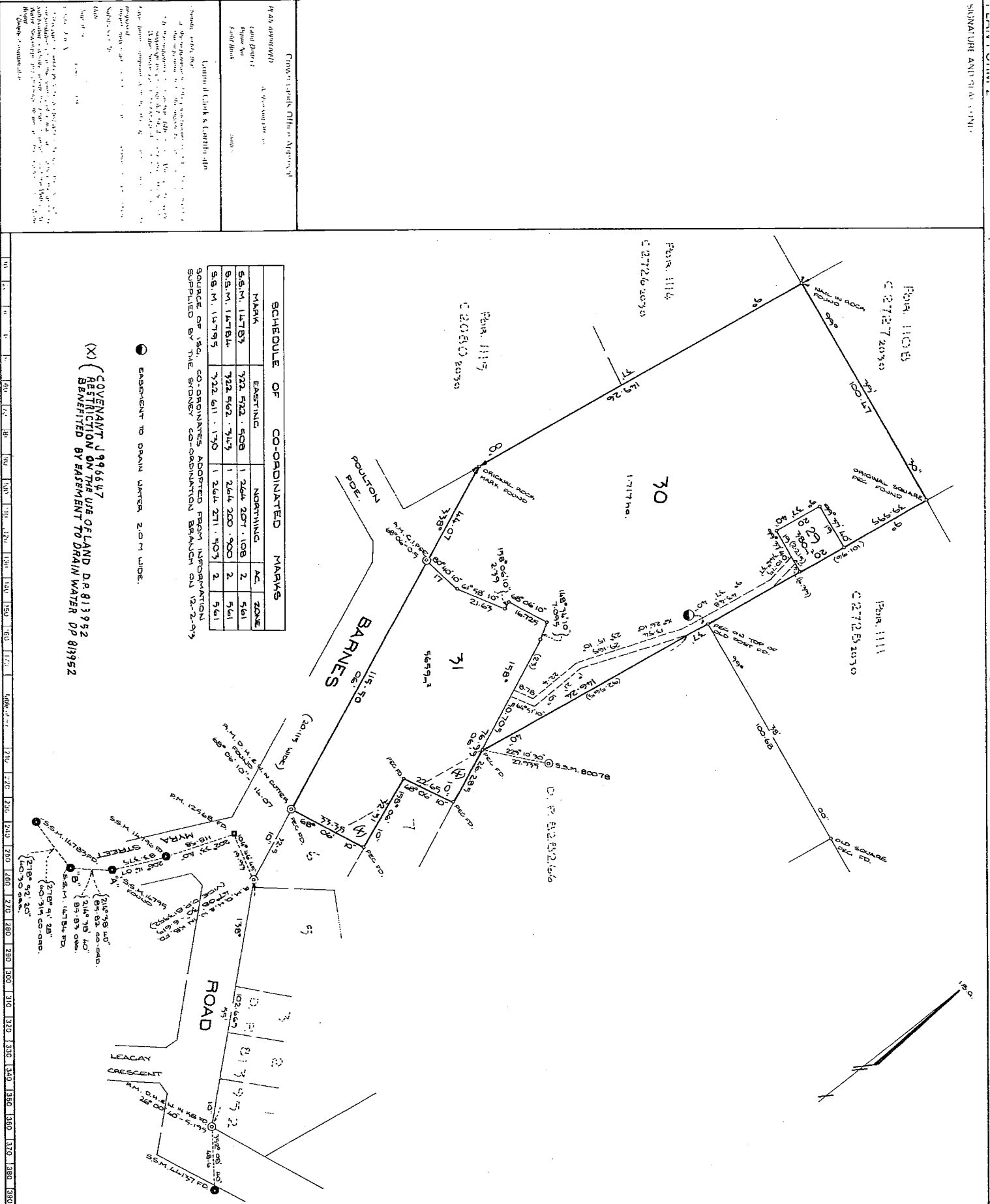
GREGORY KEITH OXLEY

Surveyor registered under the Survey Act, 1923 as amended.

Dated this 15th day of November 1992.

Plans used in preparation of survey compilation:
D.P. 819952, D.P. 210398,
D.P. 949907, D.P. 711348,
C. 27262090, C. 27272090,
C. 27282090.

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.
PUBLISHED TO SECTION 88B OF THE TORRENS TITLE ACT 1923 AS AMENDED, IT IS INTENDED TO CREATE:
1/ EASEMENT TO DRAIN WATER 2.0M WIDE.
2/ RESTRICTION AS TO USER.
IT IS INTENDED TO DEDICATE:
1/ LOT 29 AS DRAINAGE RESERVE.



COVENANT 1996547
(X) RESTRICTION ON THE USE OF LAND D.P. 813952
BENEFITED BY EASEMENT TO DRAIN WATER D.P. 81952

Eachement to drain water 2.0m wide.

FOR SIGNATURES AND SEALS ONLY

DP 829321

Registered:

3-5-1993

C.A.

Title System

Purpose:

Ref. Map

Leaf Plan:

PLAN OF SUBDIVISION OF LOT 9 IN DP 82826

SHEET 2 OF 3 SHEETS

Lengths are in metres. Reduction Ratio 1:1000

Municipality: WARRINGAH

Locality: FRENCH FOREST

Parish: MANLY CONE

County: CUMBERLAND

This is a street layout plan in sheets

(Others if appropriate)

1. C. GREGORY, KERRY OXLEY

of B.Y. LOWMOORE, OXLEY & SONS

a joint venture of B.Y. LOWMOORE & SONS

is a registered surveyor under the Survey Act, 1982, as amended.

It is hereby certified that the survey represented in this plan is accurate and has been made in accordance with the Survey Act, 1982, as amended.

Signature: [Signature] Date: 15.11.93

Subdivided by: [Signature] Date: 15.11.93

Plans used in preparation of survey/compilation:

DP 817952 C2726 2090

DP 810398 C2727 2090

DP 814903 C2728 2090

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

Crown Lands Office Approval

PLAN APPROVED: [Signature] Authorised Officer

Land Office: [Signature] Page: [Signature]

Field Book: [Signature] Page: [Signature]

Council Clerk's Certificate

I, [Signature], Clerk of the Council, do hereby certify that the requirements of the Local Government Act, 1919, other than the requirements for the registration of plans, and the requirements of section 148 of the Metropolitan Water Supply and Sewerage Act, 1924, as amended, have been complied with by the applicant in relation to the proposed subdivision.

Subdivision No. 9280

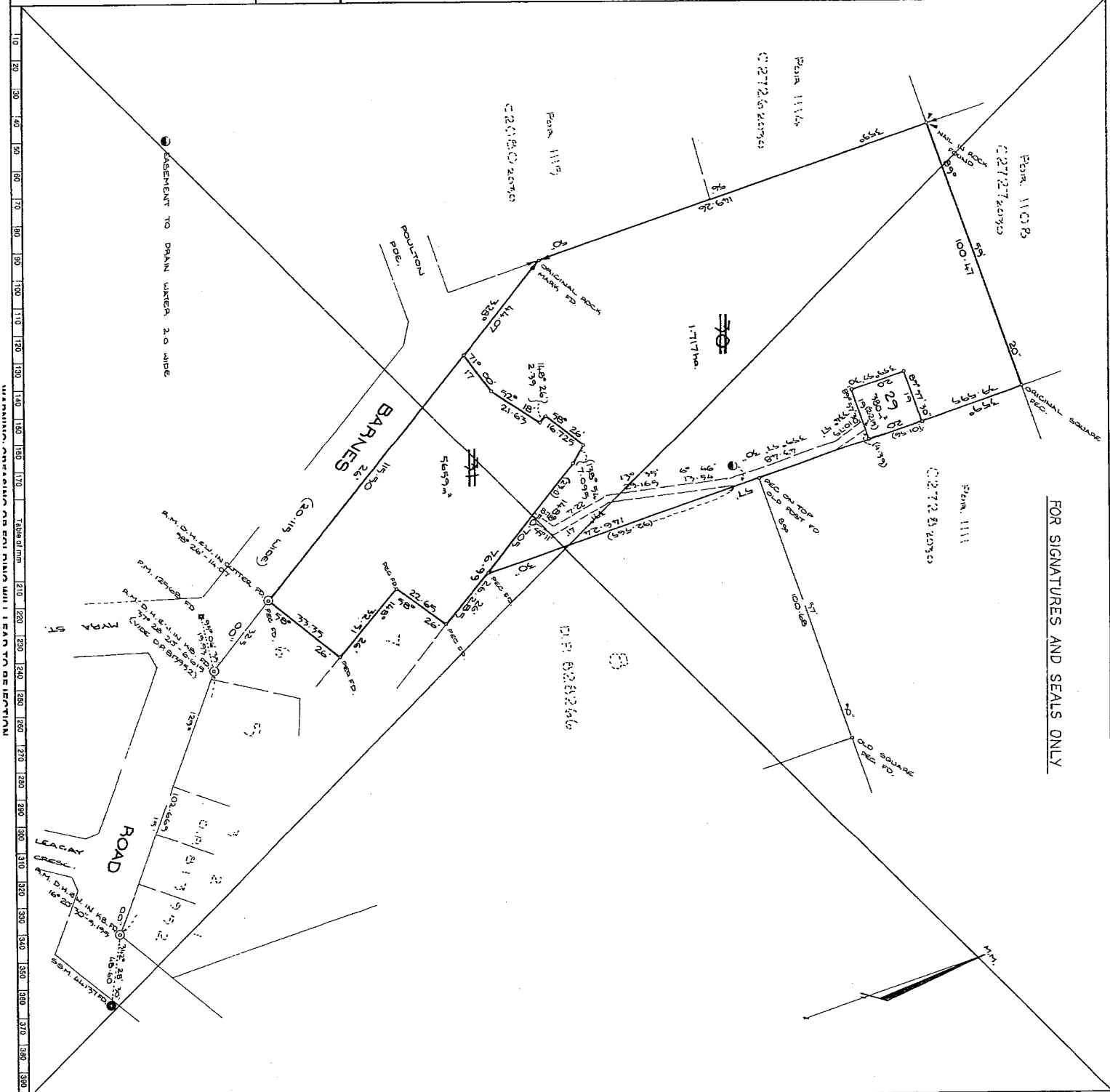
Date 18th February 1993

Signature: [Signature] DP 82826

Under the provisions of the Local Government Act, 1919, other than the requirements for the registration of plans, and the requirements of section 148 of the Metropolitan Water Supply and Sewerage Act, 1924, as amended, the applicant has complied with the requirements of the Act in relation to the proposed subdivision.

Under the provisions of the Local Government Act, 1919, other than the requirements for the registration of plans, and the requirements of section 148 of the Metropolitan Water Supply and Sewerage Act, 1924, as amended, the applicant has complied with the requirements of the Act in relation to the proposed subdivision.

Under the provisions of the Local Government Act, 1919, other than the requirements for the registration of plans, and the requirements of section 148 of the Metropolitan Water Supply and Sewerage Act, 1924, as amended, the applicant has complied with the requirements of the Act in relation to the proposed subdivision.



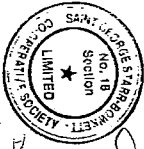
10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

Plan of Subdivision of Lot 9 in DP 829921

FOR SIGNATURES AND SEALS ONLY

The Seal of SAINT GEORGE STAR BOWKETT CO-OPERATIVE SOCIETY No 18 SECTION LIMITED was heretofore duly affixed under the authority of a resolution of the Board in the presence of

Secretary



Director

The Seal of SAINT GEORGE STAR BOWKETT CO-OPERATIVE SOCIETY No. 20 SECTION LIMITED was heretofore duly affixed under the authority of a resolution of the Board in the presence of

Secretary



Director

The Seal of SAINT GEORGE STAR BOWKETT CO-OPERATIVE SOCIETY No. 21 SECTION LIMITED was heretofore duly affixed under the authority of a resolution of the Board in the presence of

Secretary



Director

The Seal of SAINT GEORGE STAR BOWKETT CO-OPERATIVE SOCIETY No. 22 SECTION LIMITED was heretofore duly affixed under the authority of a resolution of the Board in the presence of

Secretary



Director

DP 829921

Registered: 25-5-1993

This is sheet 3 of my plan in 3 sheets dated

Surveyor registered under Surveyors Act 1929.

This is sheet of the plan of Sheets covered by my Certificate No. of

Council Clerk

Signatures and seals only.

Reduction Ratio 1: Lengths are in metres



Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.

Lengths are in metres.

(Sheet 1 of ³2 Sheets)

PART 1

Plan: DP829321

Subdivision covered by Council
Clerk's Certificate No. 9280
of 18th February 1993

Full name and address of
proprietor of the land.

Ian Coulter McKenzie
1A Barnes Road
FRENCHS FOREST NSW 2086

Susanne Gai McKenzie
1A Barnes Road
FRENCHS FOREST NSW 2086

Richard Randall Smart
1A Barnes Road
FRENCHS FOREST NSW 2086

1. Identity of easement firstly
referred to in abovementioned plan.

Easement to drain water 2 wide
and variable.

Schedule of Lots Affected.

Lots Burdened.

30

Lots Benefited.

31

2. Identity of restriction secondly
referred to in abovementioned plan.

Restriction as to user.

Schedule of Lots, etc. Affected.

Lots Burdened.

30 and 31

Authority Benefited

Warringah Shire Council.

PART 2

1. Terms of easement firstly referred to in abovementioned plan.

Easement to drain water 2 wide and variable as described in Schedule 8 of the Conveyancing Act.

Name of Authority empowered to release, vary or modify easement firstly
referred to in abovementioned plan.

Warringah Shire Council.

2. Terms of restriction secondly referred to in abovementioned plan.

No further building approvals or development consents will be given on the lots so burdened until all the conditions contained in Development Consent No 92/199 and the associated subdivision approval issued under Part XII of the Local Government Act 1919, have been complied with to the written satisfaction of Warringah Shire Council.

Each lot burdened by this restriction will share in the cost of constructing the stormwater quality control structures, to be constructed within Lot 29 in the above mentioned plan, and the interallotment stormwater drainage system, required by the conditions of Development Consent No 92/199.





INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.

Lengths are in metres.

(Sheet 2 of ³ 2 Sheets)

DP829321

PART 2

The cost of providing the abovementioned facilities will be proportionally shared by the lots so burdened on the basis of the number of lots which can be created within each burdened lot under consent No 92/199.

Name of Authority empowered to release, vary or modify restriction secondly referred to in abovementioned plan.

Warringah Shire Council.

Signed in my presence by

IAN COULTER MCKENZIE

SUSANNE GAI MCKENZIE

RICHARD RANDALL SMART

who are personally known to me

[Signature]

Signature of Witness

PEER MARTIN

Name of Witness (BLOCK LETTERS)

AUTOMOTIVE ENGINEER

Qualification of Witness

[Signature]
[Signature]
[Signature]

WARRINGAH SHIRE COUNCIL

[Signature]

SIGNED AT SYDNEY THE 22
DAY OF February
1999 FOR
COMMONWEALTH SAVINGS BANK OF
AUSTRALIA by its attorney GIB
Acting manager
NSW Administration Branch
Lending Support Unit
COMMONWEALTH BANK OF
AUSTRALIA who is the attorney
mentioned and referred to in
Power of Attorney registered in the
Land Titles Office Book 3819 No. 800

[Signature]
[Signature]
[Signature]
K. PETER

REGISTERED  3-5-1993

3-5-1993

Citrus

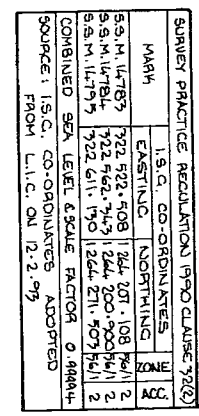
.....
Authorized Officer

Council Clerk's Certificate

COHEN BROS. AND SONS, INC. PARKS
S.D. 8398

* This part of certificate is to be deleted when the application is only for a subdivided lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Metropolitan Water, Sewerage and Drainage Board and the Hunter District Water Board.

† Delete if inapplicable.



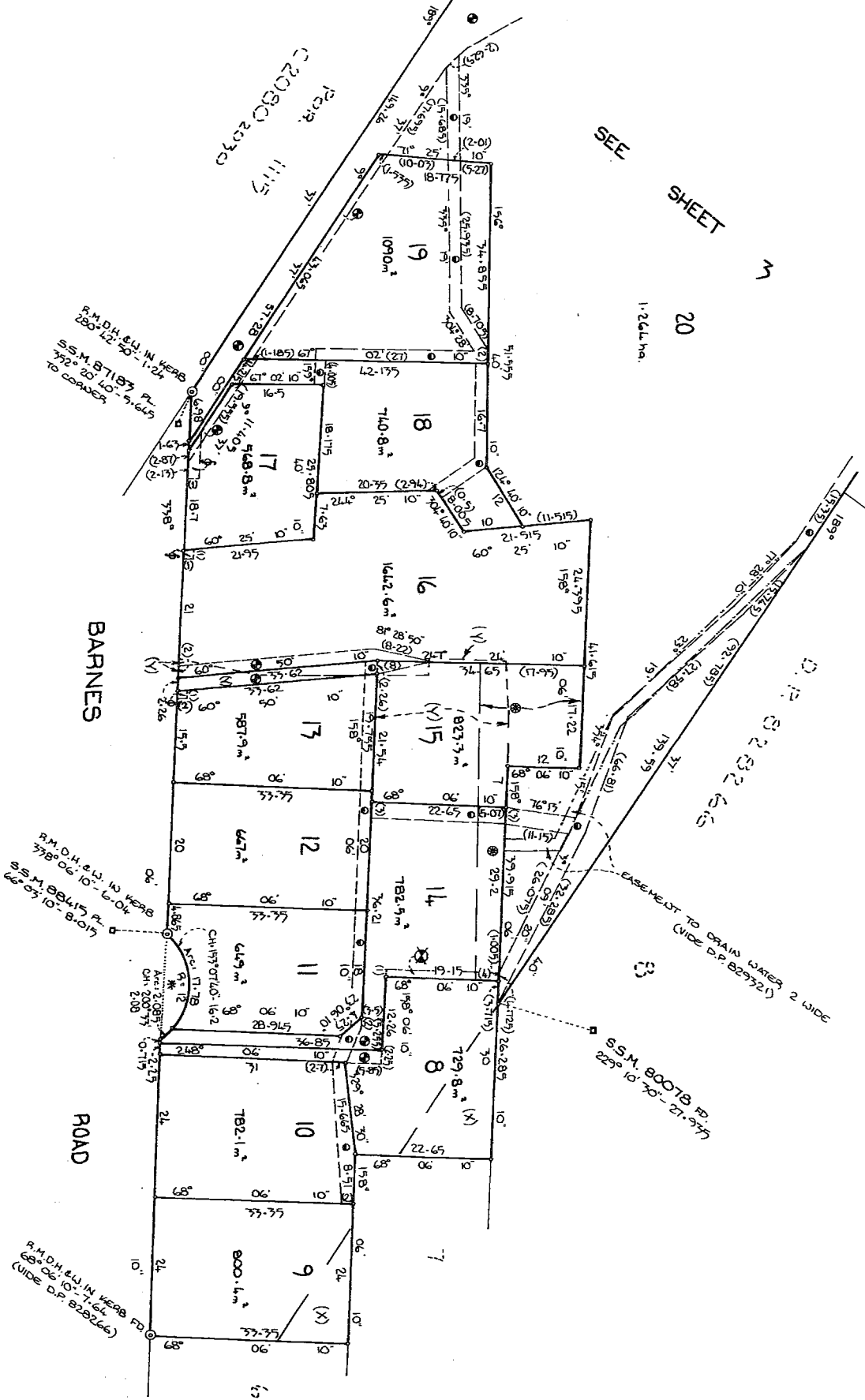
- (X) COVENANT - 7996047
RESTRICTION ON USE OF LAND - D.P. 813952
BENEFITED BY EASEMENT TO DRAIN WATER
2 WIDE - D.P. 813952

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP 842523	Registered: # 6-9-1994 O.A. N° 9441 OF 23-8-1994 This system: TORENS Purpose: SUBDIVISION Plan: Map U1860-5 # Last Plan: D.P. 829321	PLAN OF SUBDIVISION OF LOTS 30 & 31 N.D.P. 829321	Lengths are in metres. Reduction Ratio 1:1000	L.C.A.: WARANGAL Locality: FRENCHS FOREST Parish: MANLY COVE County: CUMBERLAND This is sheet 1 of my plan in T.W.S.E. () sheets. (Delete if inapplicable).	CORPORATION WITH OTHER PARTNERS: 1. LANDOWNERS ORDERED PARTNERS OF R.O.N.B.M. CHAIRMAN, A SURVEY registered under the Surveyors Act, 1920, as amended, hereby certify that the survey represented in this Plan is accurate and has been made in accordance with the Survey Provisions Regulation 1980 and was completed on # 20. 4. 94.	Signed and sealed by me, the Surveyor: Surveyor registered under the Surveyors Act, 1920, as amended, Deputy State of New South Wales, N.S.W. Official Seal of Surveyor	Plans used in preparation of survey/compilation. D.P. 829321.	PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants. PURSUANT TO SECTION 80B OF THE CONVEYANCING ACT, AS AMENDED, IT IS INTENDED TO CREATE:- 1. EASEMENT TO DRAIN WATER 2, 3 & VARIABLE WIDTH. 2. EASEMENT TO DRAIN WATER VARIABLE WIDTH. 3. RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 2, 2.5, 5' & VARIABLE WIDTH. 4. EASEMENT FOR SERVICES 1 & VARIABLE WIDTH. 5. RESTRICTION AS TO USER. 6. RESTRICTION AS TO USER. 7. RESTRICTION AS TO USER. 8. RESTRICTION AS TO USER. 9. RESTRICTION AS TO USER. 11. RESTRICTION ON ROAD FROM BOTH SIDES 12. ALIEN IT IS INTENDED TO RESERVE:- 1. LOT 21 AS DRAINAGE RESERVE 2. THE AREA SHOWN AS ROAD 3. HIGHWAY TO THE PUBLIC AS ROAD
-----------	---	--	---	---	---	--	--	---

- EASEMENT TO DRAIN WATER 2.73 & VARIABLE WIDTH.
- RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 2.225, 5.6 & VARIABLE WIDTH.
- AREA SUBJECT TO BUILDING RESTRICTION.
- EASEMENT FOR SERVICES 1 & VARIABLE WIDTH.
- EASEMENT FOR OVERLAND FLOODPATH 1 WIDE
- * ROAD WIDENING

SEE
SHEET
20



- (X) COVENANT - 7996477 RESTRICTION ON USE OF LAND - D.P. 819972
- (N) 2 WIDE - D.P. 819972
- (N) 2 WIDE - D.P. 829321
- (N) 2 WIDE - D.P. 829321

DP 842523

Registered: 6-9-1994

This is sheet 2 of my plan in 7 sheets

Dated 23rd or August 1994

Surveyor registered under Surveyors Act 1959

This is sheet 2 of the plan of 7 sheets covered by my Certificate No. 9441

Dated 23rd or August 1994

Surveyor registered under Surveyors Act 1959

For use where space is insufficient in any plan or plan Form 2

"and at set out in the accompanying Instrument signed by the Council Clerk"

Reduction Ratio 1: 500

Surveyor's Reference: 51220

FOR 11023
C 2727 2030

FOR 1111

C 2728 2030

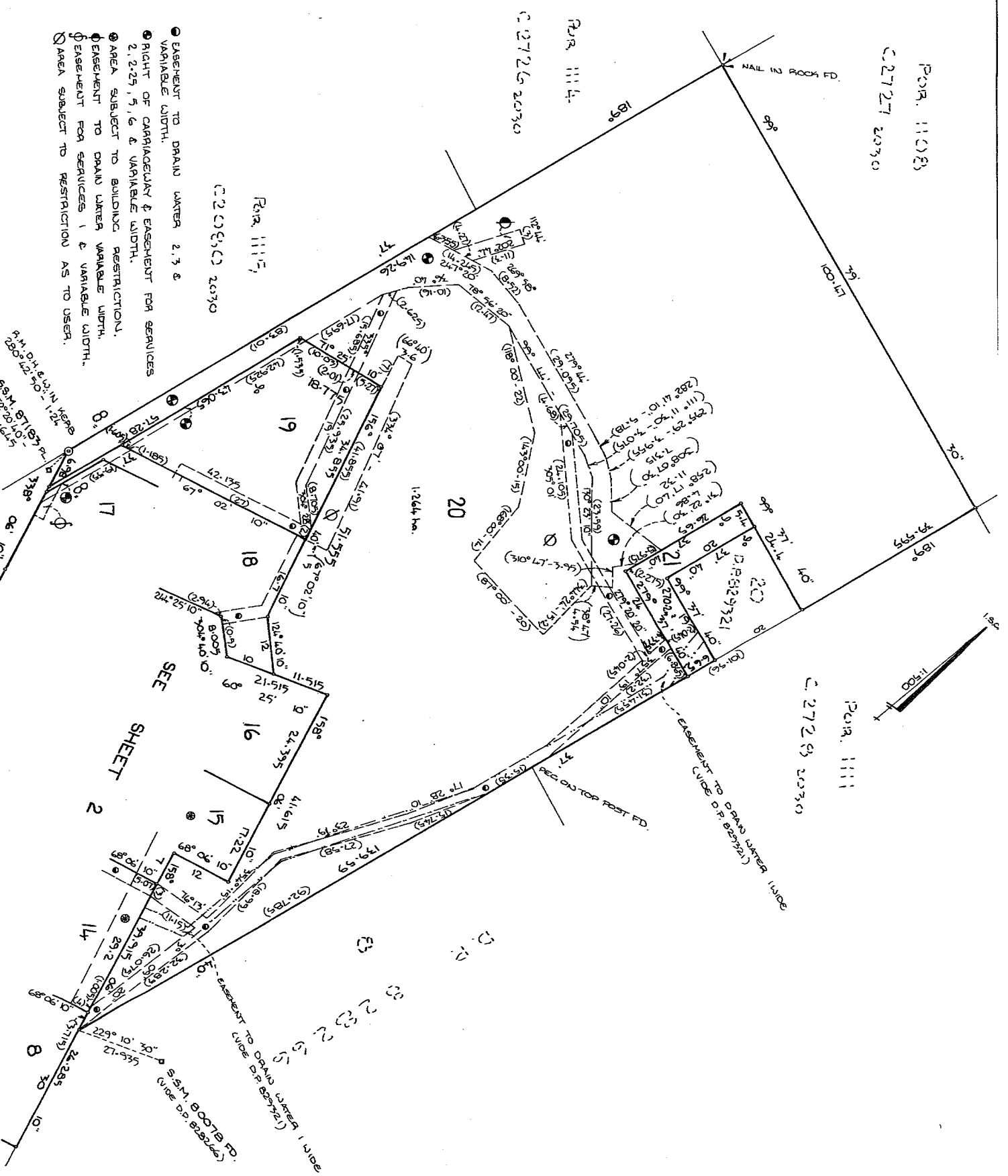
FOR 1114

C 2726 2030

FOR 1115

C 2063 2030

- EASEMENT TO DRAIN WATER 2.3 & VARIABLE WIDTH.
- RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 2.2-25, 5, 6 & VARIABLE WIDTH.
- AREA SUBJECT TO BUILDING RESTRICTION.
- EASEMENT TO DRAIN WATER VARIABLE WIDTH.
- EASEMENT FOR SERVICES 1 & VARIABLE WIDTH.
- AREA SUBJECT TO RESTRICTION AS TO USER.



DP 842523

Registered: 6-9-1994

This is sheet 2 of my plan in 3 sheets dated 20.4.94

2008

This is sheet 2 of the plan of 3 sheets sheet covered by my Certificate No. 9441 Dated 23rd of August 1994

Surveyor registered under Survey Act 1952

General Practitioner

For use where space is insufficient in any part on Plan Form 2.

"Sold as set out in the accompanying Instrument signed by the Council Clerk."

Reduction Ratio 1:500

SURVEYOR'S REFERENCE: 51220

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

Lengths are in metres

(Sheet 1 of 3 Sheets)

PART 1

Plan:

DP 842523

Subdivision covered by Council

Clerks Certificate No 9441 of 23-8-94

Full name & address of
proprietors of the land

Ian Coulter McKenzie, Susanne Gai
McKenzie and Richard Randall Smart
1A Barnes Road
FRENCHS FOREST NSW 2086

Roselands No 2 Pty Limited
1A Barnes Road
FRENCHS FOREST NSW 2086

1. Identity of easement firstly
referred to in abovementioned plan

Easement to drain water
2, 3 and variable width.

Schedule of lots affected

Lots Burdened

8
10
11
12
13
14
15
20
18
19

Lots Benefited

9,10
9
9,10
9,10,11,13,16
16
9,10,11,12,13,15,16
16
8,9,10,11,12,13,14,15,16,17,18,19
16,17
16,17,18

2. Identity of easement secondly
referred to in abovementioned plan

Easement to drain water variable width.

Schedule of lots, authority affected

Lots Burdened

20


Authority Benefited

Warringah Council

3. Identity of easement thirdly
referred to in abovementioned plan

Right of Carriageway and Easement for
Services 2, 2.5, 5, 6 and variable
width.

WARRINGAH COUNCIL


Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 2 of 8 Sheets)

Schedule of lots affected**DP 842523**Lots Burdened

8,14
15,16
17
18
19
20

Lots Benefited

14,8,11
16,15
18,19,20
19,20
20
Warringah Council

4. Identity of easement fourthly
referred to in abovementioned plan

Easement for Services 1 and
variable width.

Schedule of lots affectedLots Burdened

17
13
16

Lots Benefited

18,19,20
15
17

5. Identity of restriction fifthly
referred to in abovementioned plan

Restriction as to user.

Schedule of lots affectedLots Burdened

15
14

Lots Benefited

14
8

6. Identity of restriction sixthly
referred to in abovementioned plan

Restriction as to user.

Schedule of lots, authority benefitedLots Burdened

12,13,15,16,17,18,19,20

Authority Benefited

Warringah Council

7. Identity of restriction seventhly
referred to in abovementioned plan

Restriction as to user.

WARRINGAH COUNCIL

Schedule of lots affected

[Signature]
Authorised Person

Lots Burdened

8
9,10
18,19

Lots Benefited

Lot 8 in DP 828266
Lot 7 in DP 828266
20

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

Lengths are in metres**DP 842523**

(Sheet 3 of 8 Sheets)

8. Identity of restriction eighthly
referred to in abovementioned plan

Restriction as to user.

Schedule of lots, authority affected

Lots Burdened

Each Lot

Authority Benefited

Warringah Council

9. Identity of restriction ninthly
referred to in abovementioned plan

Restriction as to user.

Schedule of lots, authority affected

Lots Burdened

20

Authority Benefited

Warringah Council

10. Identity of restriction tenthly
referred to in abovementioned plan

Restriction as to user.

Schedule of lots affected

Lots Burdened

Each Lot

Lots Benefited

Each other Lot

11. Identity of restriction eleventhly
referred to in abovementioned plan

Restriction as to user.

Schedule of lots, authority affected

Lots Burdened

20

Authority Benefited

Warringah Council

12. Identity of easement twelfthly
referred to in abovementioned plan

Easement for overland
flowpath 1 wide.

Schedule of lots affected

Lots Burdened

14

Lots Benefited

8

WARRINGAH COUNCIL


AUTHORISED PERSON

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

Lengths are in metres

(Sheet 4 of 8 Sheets)

DP 842523

PART 2

3. Terms of easement thirdly referred to in the abovementioned plan.

Right of Carriageway as described in Schedule V of the Conveyancing Act as amended.

The full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by him from time to time and at all times to make, lay out, construct, erect, install, carry, maintain, use through above or under the servient tenement all drains, pipes, conduits, poles, wires and other equipment and materials necessary to provide and carry all or any services of water, sewerage, drainage, gas, electricity, light, telephone and/or other domestic services to and from the said dominant tenement provided the said drains, pipes, conduits, poles, wires, and/or other equipment and materials shall be laid in such position so as to cause as little interference as possible with the servient tenement together with the right for such person and every person authorised by him with any tools, implements or machinery necessary for the purpose to enter upon the servient tenement and to remain therefor any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such services or in any part thereof provided that such person and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore without delay that surface as nearly as practicable to its original condition.

Name of Authority empowered to release vary or modify restriction
thirdly referred to in abovementioned plan.

WARRINGAH COUNCIL

Warringah Council.


Authorised Person

4. Terms of easement fourthly referred to in abovementioned plan.

The full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by him from time to time and at all times to make, lay out, construct, erect, install, carry, maintain, use through above or under the servient tenement all drains, pipes, conduits, poles, wires and other equipment and materials necessary to provide and carry all or any services of water, sewerage, drainage, gas, electricity, light, telephone and/or other domestic services to and from the said dominant tenement provided the said drains, pipes, conduits, poles, wires, and/or other equipment and materials shall be laid in such position so as to cause as little interference as possible with the servient tenement together with the right for such person and every person authorised by him with any tools, implements or machinery necessary for the purpose to enter upon

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

Lengths are in metres **DP 842523** (Sheet 5 of 8 Sheets)

the servient tenement and to remain therefor any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such services or in any part thereof provided that such person and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore without delay that surface as nearly as practicable to its original condition.

Name of Authority empowered to release vary or modify restriction
fourthly referred to in abovementioned plan.

Warringah Council.

5. Terms of restriction fifthly referred to in abovementioned plan.

No building construction shall be erected or permitted to remain on the land delineated with the symbol * in the abovementioned plan with the exception of the construction of an inground swimming pool.

Name of person empowered to release vary or modify restriction
fifthly referred to in abovementioned plan.

The Managing Director, Roselands No 2 Pty Limited.

6. Terms of restriction sixthly referred to in abovementioned plan.

The lots burdened by this restriction will share in equal parts in the maintenance and upkeep of the concrete vehicular access drive constructed within the Barnes Road reservation. The concrete access drive provides vehicular access from the cul-de-sac terminus with Barnes Road to the access handle within Lot 20.

Name of authority empowered to release vary or modify restriction
sixthly referred to in abovementioned plan.

Warringah Council

7. Terms of restriction as to user seventhly referred to in abovementioned plan.

No alteration or interference with the grass mounds and overland stormwater flowpath will be allowed unless the approval of Warringah Council is obtained.

Name of authority empowered to release vary or modify restriction
seventhly referred to in abovementioned plan.

Warringah Council

WARRINGAH COUNCIL


AUTHORISED PERSON

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

Lengths are in metres

DP 842523

(Sheet 6 of 8 Sheets)

8. Terms of restriction eighthly referred to in abovementioned plan.

An Erosion and Sediment Control Plan which is to be approved by Warringah Council will be submitted in conjunction with any Building Application on the land hereby burdened and will be implemented prior to or in conjunction with the approved building works.

Name of Authority empowered to release vary or modify restriction
eighthly referred to in abovementioned plan.

Warringah Council

9. Terms of restriction ninthly referred to in abovementioned plan.

A fuel free zone is to be established and maintained to the satisfaction of Warringah Councils Bushfire Control Officer. The fuel free zone is described as an area between the residential zoning boundary and a line 20 metres to the north east of this zoning boundary and marked in red on plan 3CY/592.1 attached to Development Consent No 93/495.

Name of Authority empowered to release vary or modify restriction
ninthly referred to in abovementioned plan.

Warringah Council

10. Terms of restriction tenthly referred to in abovementioned plan.

A) Whilst any lot remains in the ownership of the registered proprietors noted in this instrument no contribution by the said registered proprietors need be paid to an adjoining owner for the construction of any dividing fence.

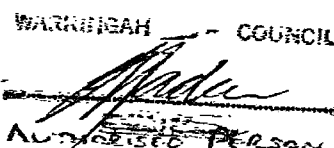
B) Where any lot hereby burdened has a side boundary to a battleaxe handle to another lot the lot hereby burdened will be responsible for the full cost of fencing along the boundary to the battleaxe access handle full cost of fencing along the boundary to the battleaxe access handle.

11. Terms of restriction eleventhly referred to in abovementioned plan.

Any building or construction proposed on the area identified in the abovementioned plan will require the preparation and submission of a report from a suitably qualified geotechnical engineer to enable Warringah Council to assess the impact of the development on the land hereby burdened.

Authority empowered to release vary or modify restriction
eleventhly referred to in abovementioned plan.

Warringah Council

WARRINGAH COUNCIL

AUTHORISED PERSON

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres **DP842523** (Sheet 7 of 8 Sheets)

12. Terms of easement twelfthly referred to in abovementioned plan.

An easement to allow the overland flow of water from the concrete driveway constructed on the dominant tenement and such easement to be maintained as an overland flow path to the satisfaction of Warringah Council.

**Authority empowered to release vary or modify easement
twelfthly referred to in abovementioned plan.**

Warringah Council

Signed in my presence by Ian Coulter McKenzie, Susanne Gai McKenzie and Richard Randall Smart who is personally known to me.

G/K O'G.
Signature of Witness

Ian McKenzie
Ian Coulter McKenzie

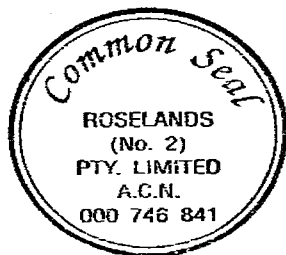
GREGORY KEITH EXLEY
Name of Witness (BLOCK LETTERS)

Susanne Gai McKenzie
Susanne Gai McKenzie

SURVEYOR
Qualification of Witness

Richard Randall Smart
Richard Randall Smart

The Common Seal of Roselands No 2 Pty Limited was hereunto affixed by resolution of the Directors in the presence of:



WARRINGAH COUNCIL

[Signature]
Authorised Person

[Signature]

Spencer

~~Ngsmant~~
ngsmant

[Signature]
AUTHORISED PERSON

John R. Hughes

Signed at Sydney the 24th day of
March 1914
For the Government
Bank of New South Wales 103 Pitt Street Sydney by its
duly appointed Attorney under Power of
Attorney Book 4448 No. 521.

WILLIAMS DAVID JOHN BRIDEKIRK

PURSUANT TO SECTION 88B OF
THE CONVEYANCING ACT, IT IS
INTENDED TO CREATE:

1/ RIGHT OF CARRIAGEWAY 1.5 WIDE

John W. Cross
Edmond

Signed at St. Louis, Mo. this 6th day of October 1904.
 By Andrew A. Hall, 123 1/2 St. by his
 Atty. in fact, John W. Hall,
 Attorney, St. Louis, Mo.

C. A. CAVALLI
 DAVID JOHN BRIDGEMAN

Crown Lands Office Approval

PLAN APPROVED

Land District
 Paper No.
 Field Book pages

Council Clerk's Certificate

I hereby certify that —

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and
(b) the requirements of Part 3 Division 2 of the † Water Board Act 1987 and † Water Supply Authorities Act 1987

proposed
 "Insert "new road", "subdivision" or "consolidated lot" set out herein

Subdivision No.

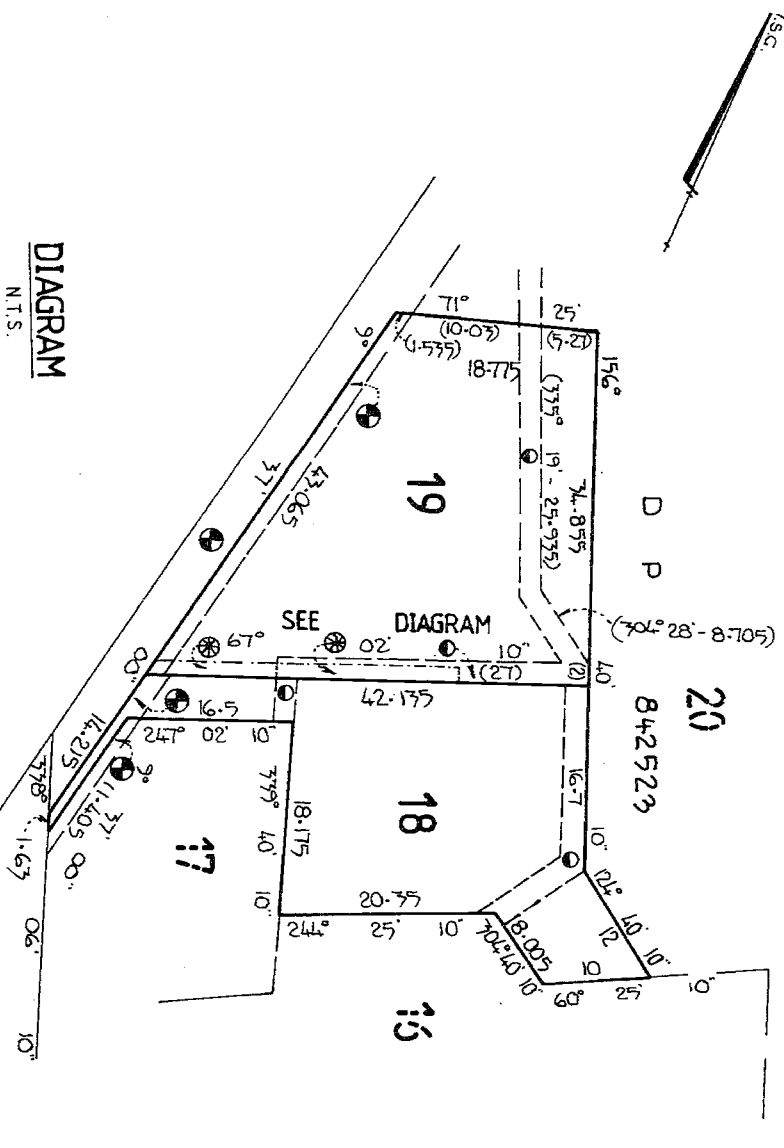
Date

Original of
Council Clerk

Council File No.

This part of the certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board.

· *Delete if inapplicable*



DIAGRAM

N.T.S.

BARNES ROAD

- EASEMENT TO DRAIN WATER
2, 3 & VARIABLE WIDTH.
(VIDE D.P. 842523).
- RIGHT OF CARRIAGEWAY &
EASEMENT FOR SERVICES
2, 2.25, 5, 6 & VARIABLE WIDTH
(VIDE D.P. 842523).
- RIGHT OF CARRIAGEWAY
1-5 WIDE.

Y	O	O	O	F	I	B
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DP 649747

Registered: *EC* 24.10.1994

C.A.: _____

Title System: TORRENS

Purpose: **EASEMENT**

Ref. Map: U1860-5⁺

Last Plan: OP 842522

PLAN OF RIGHT OF EASEMENT
WITHIN LOT 19 D.P. 842523

Lengths are in metres. Reduction Ratio 1:500

L.G.A.: МАРИНГА

Locality: FRENCHS FOREST

Parish: MABLEY COVE

County: CHAMBERLAIN

Plans used in preparation of survey/compilation

D.P. B42523

1. CAGLETON KEITH OXLEY
LOVECARPDE OXLEY & PARTNERS
01 DX 8192 BLACKTOWN

a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan has been completed

is accurate and has been made in accordance with the Survey Practice Regulations, 1933 and any special requirements of the Department of Lands, and was completed on

..... 29.9.94

Signature
Surveyor registered under Surveyors Act, 1929 as amended
Datum Line of Azimuth.
Insert date of survey.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

Lengths are in metres

(Sheet 1 of ²/~~1~~ Sheet)

PART 1

Plan: **DP 649747**

Right Of Carriageway within
Lot 19 D.P. 842523

Full name & address of
proprietors of the land

Richard Randall Smart
Ian Coulter McKenzie
Susanne Gai McKenzie
2 Barnes Road
FRENCHS FOREST 2086

1. Identity of easement firstly
referred to in abovementioned plan.

Right of Carriageway
1.5 wide.

Schedule of lots affected

Lots Burdened

Lot 19 D.P. 842523

Lots Benefited

Lot 18 D.P. 842523

PART 2

Signed in my presence by
Richard Randall Smart
Ian Coulter McKenzie
Susanne Gai McKenzie
who are personally known to me.



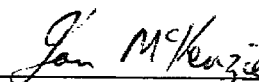
Signature of Witness



Richard Randall Smart

COLIN DOUGLAS CAMERON

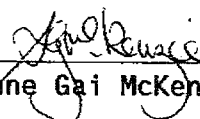
Name of Witness (BLOCK LETTERS)



Ian Coulter McKenzie

JUSTICE OF THE PEACE

Qualification of Witness



Susanne Gai McKenzie

REGISTERED



CL 24.10.1994

~~October~~ 1991 for Commonwealth
Bank of Australia A.C.N. 108 123 124 by its
duly appointed Attorney under Power of
Attorney Book 4049 No. 621.

C. A. Cavallo

Witness

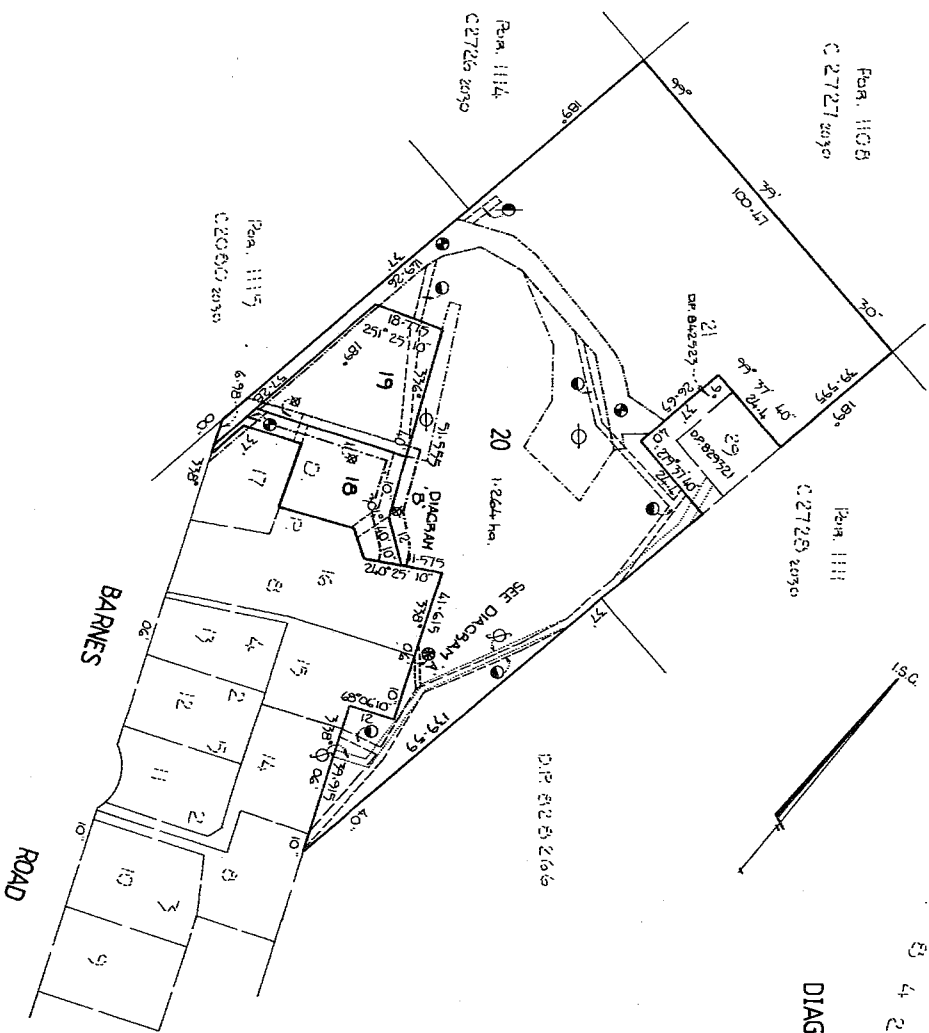
C. A. CAVALLO

David John Bridekirk
DAVID JOHN BRIDEKIRK

[illegible]

RIGHT OF CARRIAGEWAY
1.5, 2 & VARIABLE WIDTH.

SURVEYOR'S REFERENCE: 51720-1



10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	Table of mm		210	220	230	240	250	260	270	280	290	300	310	320	330	340	350	360	370	380	390
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

Lengths are in metres

Plan:

DP 265153

Full name & address of
proprietors of the land

PART 1

(Sheet 1 of ~~1~~ Sheet)
2

Easement to Drain Water And Right
of Carriageway within
Lots 18,19 & 20 D.P. 842523

Richard Randall Smart
Ian Coulter McKenzie
Susanne Gai McKenzie
2 Barnes Road
FRENCHS FOREST 2086

1. Identity of easement firstly
referred to in abovementioned plan.

Easement to Drain Water
2 wide.

Schedule of lots affected

Lots Burdened

Lot 20 D.P. 842523

Lots Benefited

Lot 16 D.P. 842523

2. Identity of easement secondly
referred to in abovementioned plan

Right of Carriageway
1.5, 2 & variable width

Schedule of lots affected

Lots Burdened

Lots 18.19 & 20 D.P.842523

Lots Benefited

Lot 16 D.P. 842523

PART 2

Signed in my presence by
Richard Randall Smart
Ian Coulter McKenzie
Susanne Gai McKenzie
who are personally known to me.

T. Mearns
Signature of Witness

DP 265153

TENY MCCRATOFF
Name of Witness (BLOCK LETTERS)

BUILDER
Qualification of Witness

Richard Randall Smart

Ian Coulter McKenzie

Susanne Gai McKenzie

Signed at Sydney the 2nd day of
February 1995 For Commonwealth
Bank of Australia A.C.N. 123 123 124 by its
duly appointed Attorney under Power of
Attorney Book 4049 No. 321.

N. MICHALOPOULOS SHANE WILLIAM CUTLER
CNR PITT ST AND MARTIN PL SYDNEY

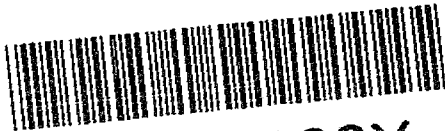
REGISTERED



28-3-1995

Form: 07L
Release: 4-4

LEASE
New South Wales
Real Property Act 1900



AI364292X

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

STAMP DUTY

Office of State Revenue use only

(A) **TORRENS TITLE**

Property leased
Folio identifier 2/863876

PART being that part of the concrete terrace at roof level RL.112.80 A.H.D. of the garage erected on 4a Barnes Road, Oxford Falls defined by bold outline in the plan annexed and marked 'A' and limited in height to the horizontal plane at RL.117.8 and in depth to the horizontal plane at RL.112.7 of the concrete slab.

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
1059H	Ian J Prior & co. 18 Holland Crescent Frenchs Forest NSW 2086	LLPN: 123762H Tel: 9450 1113
	Reference: 7756/McKenzie	L

(C) **LESSOR**

NEVILLE RANDALL SMART and NYORIE JANE SMART

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable):

(E) **LESSEE**

IAN COULTER MCKENZIE and SUSANNE GAI MCKENZIE

TENANCY: Joint Tenants

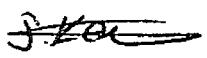
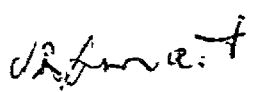
(G)

1. **TERM** 25 Years
2. **COMMENCING DATE** 1 January 2014
3. **TERMINATING DATE** 31 December 2039
4. With an **OPTION TO RENEW** for a period of N.A.
set out in clause N.A. of N.A.
5. With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.
6. Together with and reserving the **RIGHTS** set out in clause 21 of Annexure A
7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** A & B hereto.
8. Incorporates the provisions set out in N.A.
No. N.A.
9. The **RENT** is set out in item No. 13 of Annexure A

DATE 30-1-2014

(H) I certify I am an eligible witness and that the lessor signed this dealing in my presence.
[See note* below].

Certified correct for the purposes of the Real Property Act 1900 by the lessor.


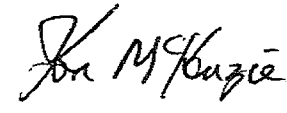
Signature of witness: Signature of lessor: 

Name of witness: Stephanie Keevy
Address of witness: 1 Coolabah Place,
Turramurra 2074



I certify I am an eligible witness and that the lessee signed this dealing in my presence.
[See note* below].

Certified correct for the purposes of the Real Property Act 1900 by the lessee.

Signature of witness: Signature of lessee: 

Name of witness: JACQUELINE CHAPPLE
Address of witness: 14/24 BANKSIA STREET
DEE WHY 2099



(I) STATUTORY DECLARATION*

I

solemnly and sincerely declare that—

1. The time for the exercise of option to ... in expired lease No. ... has ended; and
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at ... in the State of New South Wales ... on ...
in the presence of ... of ...

☐ Justice of the Peace (J.P. Number: ...) ☐ Practising Solicitor
☐ Other qualified witness [specify] ...

who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months OR I have not known the person for at least 12 months, but I have confirmed the person's identity using an identification document and the document I relied on was a ... [Omit ID No.]

Signature of witness:

Signature of applicant:

* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

NOTE: Any alterations and additions to Lease Covenants in Annexure B **must** be made by additional clauses in Annexure A. The printed clauses in Annexure B are to remain in their copyright form without alteration.

Item 10 (cls 2.3, 13.1) (cl 13.7)	<p>A. The Guarantors: Not applicable.</p> <p>B. Limit of guarantor's liability: Not applicable.</p>
Item 11 (cl 3)	<p>Additional leased property: Nil.</p>
Item 12 (cl 4)	<p>Option to renew</p> <p>A. Further period of N/A from N/A to N/A.</p> <p>B. Further period of * (*) years from * to *</p> <p>C. Maximum period of tenancy under this lease and permitted renewals: Twenty-five (25) years</p>
Item 13 (cl 5)	<p>A. Rent</p> <p>For the lease period: From the commencement date to the termination date:</p> <p style="text-align: right;">\$10.00 a year by one (1) instalment due on 1 January of each year during the term.</p> <p>Afterwards:</p> <p style="text-align: right;">Not applicable.</p> <p>For the further period in item 12A: From the commencement date to the first rent review date: (for example: Current market rent)</p> <p style="text-align: right;">Not applicable</p>

Ek Invest
ment

Jon M. G. [unclear]
[unclear]

Afterwards: Not applicable.

For the further period in item 12B:
From the commencement date
to the first rent review date:
(for example: Current market rent)

Not applicable.

Afterwards: Not applicable.

Item 13
(cl 15)

B. Goods and Services Tax

Clause 15 provides for payment by the lessee of Goods and Services Tax unless otherwise here indicated: Not applicable

Item 14
(cl 5)

Outgoings

- A. Share of outgoings: Not applicable
B. Outgoings – Nil

- ~~(a) local council rates and charges:~~
~~(b) water sewerage and drainage charges:~~
~~(c) land tax:~~
~~(d) insurance:~~
~~(e) all levies and contributions of whatsoever nature determined and/or levied by the owners corporation with the exception of any contribution to a sinking fund or special levy in respect of the strata scheme of which the property forms part (if applicable); *~~

~~for the land or the building of which the property is part, fairly apportioned to the period of this lease.~~

Item 15
(cl 5.1.5)

Interest rate: Nil

Item 16
(cl 5.4)

Rent review

Rent review date	Method of rent review	If Method 1 applies,
Not applicable	Not applicable	increase by Nil
		(the increase should show a percentage or amount)

Method 1 is a fixed amount or percentage.

Method 2 is a Consumer Price Index.

Method 3 is current market rent.

Method 2 applies unless another method is stated.

Item 17
(cl 6.1)

Permitted use:

Unrestricted with respect to use associated with any ordinary residential purpose.

Item 18
(cl 8.1.1)

Amount of required public liability insurance:
\$10,000,000.00.

Item 19
(cl 16)

Bank Guarantee
Not applicable.

Item 20 **Security Deposit**
(cl 17) Not applicable.

Details of strata manager/secretary of the owners corporation: Not applicable.

SCHEDULE OF ADDITIONAL LEASE COVENANTS

The following provisions of Annexure B are amended or supplemented:

Clause 5 MONEY

5.2 Delete and substitute with the wording 'The first year's rent is to be paid by the commencement date. Each later year's rent is to be paid by the due date.'

Clause 6 USE

6.1.2 Delete.

6.3.2 Delete the words 'as a residence or'.

Clause 7 CONDITIONS AND REPAIRS

7.3.2 Delete.

7.3.3 Delete.

7.3.4 Delete.

Clause 8 INSURANCE AND DAMAGE

8.1.2 Delete.

Clause 9 ACCESS

Delete in its entirety.

Clause 10 TRANSFER AND SUBLEASE

10.2.2 Delete.

10.3 Delete the wording 'and the lessee must provide the lessor with such information as the lessor may reasonably require concerning financial standing and business experience of the proposed transferee.'

10.4 Delete.

10.7 Delete.

Clause 12 FORFEITURE AND END OF LEASE

12.5.2 Delete.

12.5.6 Delete.

Clause 19 INDEMNITIES AND RELEASES

- 19.1 The lessee is liable for and indemnifies the lessor against liability or loss arising from, and cost incurred in connection with:
- 19.1.1 damage, loss, injury or death caused or contributed to by the act, negligence or default of the lessee or the lessee's employees and agents; and
 - 19.1.2 the lessor doing anything which the lessee must do under this lease but has not done or has not done properly.
- 19.2 The lessee releases the lessor from, and agrees that the lessor is not liable for, liability or loss arising from, and cost incurred in connection with:
- 19.2.1 damage, loss, injury or death unless it is caused by the act, negligence or default of the lessor or the lessor's employees and agents; and
 - 19.2.2 anything the lessor is permitted or required to do under this lease; and
 - 19.2.3 a service (including, but not limited to water and electricity) not being available, being interrupted or not working properly.
- 19.3 Each indemnity is independent from the lessee's other obligations and continues during this lease and after it expires or is terminated. The lessor may enforce an indemnity before incurring expense.

Clause 20 MEDIATION

- 20.1 If a dispute arises out of or relates to this lease (including any dispute as to the meaning, performance, validity, subject matter, breach or termination of the lease) or as to any claim in tort, in equity or pursuant to any statute ('Dispute'), any court or arbitration proceedings shall not be commenced by or against the lessor, lessee, their successors or assigns, any guarantor, mortgagee, or other party bound by this lease, relating to the Dispute unless the parties to the Dispute ('the Parties') have complied with this clause, except where a party seeks urgent interlocutory relief.
- 20.2 A party claiming that a Dispute has arisen under or in relation to this lease must give written notice to the other parties to the Dispute, specifying the nature of the Dispute.
- 20.3 The Parties agree to mediate the Dispute in accordance with the Mediation Rules of the Law Society of New South Wales and to take action to have the Dispute mediated within 7 days of the receipt of written notice of the Dispute.
- 20.4 The Parties agree that the President of the Law society of New South Wales or the President's nominee will select the mediator and determine the mediator's remuneration.
- 20.5 The Parties to the mediation will be jointly responsible for the fees of the mediation and each party shall bear its own costs.
- 20.6 The Parties may, but are not required, to enter into a written agreement before mediating a Dispute.
- 20.7 If any procedural aspects are not specified sufficiently in the rules under paragraph 20.3, the Parties agree to conduct the mediation regarding those aspects in accordance with the determination of the mediator whose decision regarding those aspects is final and binding on the Parties.

- 20.8 A legal representative acting for any of the Parties may participate in the mediation.
- 20.9 From the time when a notice of Dispute is served, the lessor shall not take action to terminate this lease, by physical re-entry or otherwise, until after the conclusion of the mediation.

Clause 21 LESSEE'S FURTHER USE RIGHTS

- 21.1 The lessee and persons claiming through or authorised by him shall have the following rights and liberties:
- 21.1.1 to fix tiles, timber, metal or other materials or to apply paint or other applications;
- 21.1.2 to erect safety fencing in glass, metal or any combination;
- 21.1.3 ~~to erect any permanent or temporary structure or building;~~ *see 1.1.3.1*
- 21.1.4 to permit access to and use by any related persons, invitees, licensees, contractors, employees or work persons;
- on the upper surface and the hob of the property.

OK Smart

signant

Jon M. G. G.

Jon M. G. G.

ANNEXURE B

SEE A SOLICITOR ABOUT THIS LEASE

Lessor: NEVILLE RANDALL SMART and NYORIE JANE SMART

Lessee: IAN COULTER MCKENZIE and SUSANNE GAI MCKENZIE

This annexure consists of 13 pages.

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NOTE: Any alterations and additions to Lease Covenants in Annexure B must be made by additional clauses in Annexure A. The printed clauses in Annexure B are to remain in their copyright form without alteration.

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RETAIL LEASE CERTIFICATE

If section 16 of the *Retail Leases Act 1994* applies to this lease, and the term plus any further terms are less than 5 years (subject to section 16(4)), the term will be extended unless a section 16(3) certificate is given. Sections 16(1) and (2) provide –

- 16(1) The term for which a retail shop lease is entered into, together with any further term or terms provided for by any agreement or option for the acquisition by the lessee of a further term as an extension or renewal of the lease, must not be less than 5 years. An agreement or option is not taken into account if it was entered into or conferred after the lease was entered into.
- 16(2) If a lease is entered into in contravention of this section, the validity of the lease is not thereby affected but the term of the lease is extended by such period as may be necessary to prevent the lease contravening this section.

I certify that:

- I am a solicitor not acting for the lessor;
- Before (or within 6 months after) the lessee entered into this lease –
 - the lessee requested me to give this certificate; and
 - I explained to the lessee the effect of sections 16(1) and (2), and that the giving of this certificate would result in section 16 not applying to this lease.

.....
Date

.....
Signature

.....
.....
.....
.....
.....

NAME (BLOCK LETTERS)
.....
.....
.....
.....
.....

CLAUSE 1 FORM OF THIS LEASE

What are the parts to this lease?

- 1.1 There are three parts to this lease – a lease form, Annexure A and this annexure.
- 1.2 This lease is a deed even if it is not registered.
- 1.3 A reference in this deed to the schedule is to the schedule of items commencing at item 1 on the lease form and ending with item 20 in Annexure A.

CLAUSE 2 PARTIES

Who are the parties to this lease?

- 2.1 The lessor is named on page 1 of this lease.
- 2.2 The lessee is named on page 1 of this lease.
- 2.3 The guarantor is named in item 10 in the schedule, if there is a guarantor.
- 2.4 If a party consists of two or more persons, obligations of that party can be enforced against any one or more of them.

CLAUSE 3 THE PROPERTY

What property is leased?

- 3.1 The property leased is described on page 1 of this lease.
- 3.2 The lessor's fixtures are included in the property leased.
- 3.3 If anything else is leased (such as furniture belonging to the lessor) and is described in item 11 in the schedule it is included in the property.
- 3.4 If the property has facilities and services shared in common with other persons in the same building as the property, clause 11.3.2 applies to those common facilities. The lessee shares the common facilities with the lessor, and with other lessees of the lessor. The lessor can set reasonable rules for sharing these common facilities.

CLAUSE 4 LEASE PERIOD

How long is this lease for?

- 4.1 This lease is for the period stated in item 1 in the schedule, commences on the date stated in item 2 in the schedule and ends on the date stated in item 3 in the schedule.
- 4.2 If a further period, commencing when this lease ends, is stated in item 12A in the schedule then the lessee has the option to renew this lease for that period.
- 4.3 The lessee can renew this lease more than once if that is stated in item 12B in the schedule. However the period of tenancy under this lease and under any renewal(s) is, in total, not longer than the maximum period stated in item 12C in the schedule.
- 4.4 The lessee can exercise the option only if –
 - 4.4.1 the lessee serves on the lessor a notice of exercise of option not earlier than the first day stated in item 12D in the schedule and not later than the last day stated in item 12E in the schedule;
 - 4.4.2 there is at the time of service no rent or outgoing that is overdue for payment; and
 - 4.4.3 at the time of service all the other obligations of the lessee have been complied with or fully remedied in accordance with the terms of any notice to remedy given by the lessor.

If this lease is extended by legislation, items 12D and 12E in the schedule are adjusted accordingly.

- 4.5 After exercising the option the lessee must continue to pay all rents and outgoings on time and continue to comply with all of the lessee's obligations under this lease. If the lessee does not do so, the lessor may treat any breach as being a breach of the new lease as well as of this lease.

4.6 A new lease will be the same as this lease except for –

- 4.6.1 the new rent;
- 4.6.2 the commencement date and the termination date;
- 4.6.3 the omission of clauses 4.2, 4.3, 4.4, 4.5 and 4.6 and items 12A and 12B in the schedule in the last lease allowed in item 12 in the schedule;
- 4.6.4 item 12B becoming item 12A;
- 4.6.5 adjustment of item 12C in the schedule; and
- 4.6.6 adjustment of items 12D and 12E in the schedule. The number of days between the dates stated in items 12D and 12E in the schedule of the new lease and the termination date of the new lease and the number of days between each date stated in items 12D and 12E in the schedule of this lease and the termination date of this lease are to correspond.

If the new rent is to be current market rent it will be decided in the same way that current market rent is to be decided under Method 3 stated in clause 5 assuming that this lease and the new lease were one continuous lease and the commencement date of the new lease was a rent review date.

CLAUSE 5 MONEY**What money must the lessee pay?**

5.1 The lessee must pay to the lessor or as the lessor directs –

- 5.1.1 the rent stated in item 13A in the schedule;
- 5.1.2 the share stated in item 14A in the schedule of those outgoings stated in item 14B in the schedule;
- 5.1.3 the reasonable cost to the lessor of remedying a default by the lessee;
- 5.1.4 the reasonable cost to the lessor of dealing with any application by the lessee for the lessor's consent under this lease (whether or not it is given);
- 5.1.5 interest on these moneys at the rate stated in item 15 in the schedule when payment is more than 14 days overdue, calculated from the due date to the date of payment;
- 5.1.6 registration fee for registration of this lease at Land and Property Information NSW (payable on delivery to the lessor's solicitor of the executed lease);
- 5.1.7 stamp duty on this lease (payable on delivery to the lessor's solicitor of the executed lease) if not previously paid by the lessee to the Office of State Revenue;
- 5.1.8 if the lessee defaults, the lessor's reasonable legal costs relating to the default;
- 5.1.9 the lessor's reasonable costs and expenses in connection with the preparation of this lease but only that part of those costs and expenses which are permitted to be recovered by a lessor under section 14 and section 45 of the *Retail Leases Act, 1994*; and
- 5.1.10 GST as provided for in clause 15.

5.2 The first month's instalment of rent is to be paid by the commencement date. Each later month's instalment of rent is to be paid in advance.

5.3 A payment under clause 5.1.2 must be paid on the next rent day after a request for payment is made by the lessor.

A request for payment can be made –

- 5.3.1 after the lessor has paid an outgoing; or
- 5.3.2 after the lessor has received an assessment or account for payment of an outgoing.

If item 14B in the schedule refers to land tax –

- if the property is a strata lot, the relevant land tax is land tax on that lot;
- if the property is not a strata lot but is part of a building, the relevant land tax is land tax on the land on which the building is situated, plus any land of the lessor used or available for use by or for the benefit of lessees conducting business in the building or in connection with trading in the building; and
- in either case, the land tax must be calculated as if the land was the only land owned by the lessor and there was no special trust or non-concessional company involved.

When and how is the rent to be reviewed?

- 5.4 The rent is to be reviewed on the rent review dates stated in item 16 in the schedule.

If this lease is extended by legislation, the rent review dates include each anniversary of the latest rent review date stated in item 16 in the schedule (or if none is stated each anniversary of the commencement date) which falls during the extension.

- 5.5 The lessee must continue to pay rent at the old rate until the new rate is known. After that, the lessee is to pay the new rent from the next rent day. By that rent day the lessee is also to pay any shortfall between the old and new rate for the period since the rent review date. Alternatively, the lessor is to refund to the lessee any overpayment of rent.
- 5.6 There are three different methods described here for fixing the new rent on a rent review date. The method agreed by the lessor and the lessee is stated at item 16 in the schedule. The lessee is entitled to a reduction if the method produces a rent lower than the rent current just before the review date.

Method 1. By a fixed amount or percentage.

- 5.7 In this case the rent beginning on each review date will be increased by the percentage or amount stated in item 16 in the schedule.

Method 2. By reference to Consumer Price Index.

- 5.8 In this case –

- take the yearly rent as of the last review date or if none, the rent at the commencement date (\$X),
- divide that rent by the Consumer Price Index Number for Sydney (All Groups) for the quarter ended just before that date (CPI 1),
- multiply the result by the Consumer Price Index Number for Sydney (All Groups) for the quarter ended just before the review date (CPI 2).

The product is the new rent for the year beginning on the review date (\$Y), written as a formula –

$$\frac{\$X}{\text{CPI 1}} \times \text{CPI 2} = \$Y$$

- 5.9 The lessor must calculate the new rent after each review date and give the lessee written notice of the new rent.
- 5.10 If the Australian Bureau of Statistics makes a change in the reference base of the index and there is a published co-relation between the old and new base then the published co-relation is to be applied to convert the CPI 1 figure to the new reference base. If there is none then the lessor and the lessee agree to accept the calculations of the lessor's solicitor who must be retained to determine a fair co-relation between the old and the new series of numbers.
- 5.11 If the index used to calculate the new rent is discontinued the lessor may substitute another index that, as nearly as practicable, serves the same purpose and, if there is no such index, then the rent will be fixed by Method 3.

Method 3. By reference to current market rent.

- 5.12 In this case the rent is to be the current market rent. This can be higher or lower than the rent payable at the rent review date and is the rent that would reasonably be expected to be paid for the property, determined on an effective rent basis, having regard to the following matters –
- 5.12.1 the provisions of this lease;
 - 5.12.2 the rent that would reasonably be expected to be paid for the property if it were unoccupied and offered for renting for the same or a substantially similar use to which the property may be put under this lease;
 - 5.12.3 the gross rent, less the lessor's outgoings payable by the lessee;
 - 5.12.4 where the property is a retail shop, rent concessions and other benefits that are frequently or generally offered to prospective lessees of unoccupied retail shops; and
 - 5.12.5 the value of goodwill created by the lessee's occupation and the value of lessee's fixtures and fittings are to be ignored.

- 5.13 The lessor or the lessee can inform the other in writing at least 60 days before the rent review date of the rent that the lessor or lessee thinks will be the current market rent at the review date.
- 5.14 If the lessor and the lessee agree on a new rent then that rent will be the new rent beginning on the rent review date and the lessor and the lessee must sign a statement saying so.
- 5.15 If the lessor and the lessee do not agree on the amount of the new rent 30 days before the rent review date, the current market rent will be decided by a valuer appointed under clause 5.16.
- 5.16
- 5.16.1 Unless 5.16.2 applies the lessor and the lessee can either agree upon a valuer or can ask the President of the Law Society of New South Wales to nominate a person who is a licensed valuer to decide the current market rent.
- 5.16.2 Where the property is a retail shop, the valuer appointed must be a specialist retail valuer appointed by agreement of the parties or, failing agreement, by the Administrative Decisions Tribunal.
- 5.17 The valuer will act as an expert not an arbitrator. The lessor and the lessee can each make submissions in writing to the valuer within 14 days after they receive notice of the valuer's appointment but not later unless the valuer agrees.
- 5.18 The valuer's decision is final and binding. The valuer must state how the decision was reached.
- 5.19 If the valuer
- 5.19.1 does not accept the nomination to act; or
- 5.19.2 does not decide the current market rent within 1 month after accepting the nomination; or
- 5.19.3 becomes incapacitated or dies; or
- 5.19.4 resigns,
- then another valuer is to be appointed in the same way.
- 5.20 The lessor and lessee must each pay half the valuer's costs.
- 5.21 If the lessor and lessee do not agree upon a valuer and neither asks for a valuer to be nominated before –
- 5.21.1 the next rent review date passes; or
- 5.21.2 this lease ends without the lessee renewing it; or
- 5.21.3 this lease is transferred after the rent review date with the lessor's consent; or
- 5.21.4 the property is transferred after the rent review date
- then the rent will not change on that rent review date.

CLAUSE 6 USE

How must the property be used?

- 6.1 The lessee must –
- 6.1.1 use the property for the purpose stated in item 17 in the schedule and not for any other purpose;
- 6.1.2 open for business at times usual for a business of the kind conducted by the lessee;
- 6.1.3 keep the property clean and dispose of waste properly; and
- 6.1.4 comply with all laws relating to strata schemes and all other laws regulating how the property is used, obtain any consents or licences needed, comply with any conditions of consent, and keep current any licences or registrations needed for the use of the property or for the conduct of the lessee's business there.
- 6.1.5 where the property is a lot in a strata scheme:
- 6.1.5.1 use the lessor's common property only in connection with the use of the property;
- 6.1.5.2 co-operate with all other permitted users of the common property;
- 6.1.5.3 comply with so many of the provisions of the *Strata Schemes Management Act 1996* and the *Strata Schemes (Freehold Development) Act 1973* and the by-laws and all lawful orders, motions and directives under these Acts as may be applicable to the exercise of the lessee's rights and obligations under this lease.

- 6.2 The lessor can consent to a change of use and cannot withhold consent unreasonably.
- 6.3 The lessee must not –
- 6.3.1 do anything that might invalidate any insurance policy covering the property or that might increase the premium unless the lessor consents in which case the lessee must pay the increased premium; or
 - 6.3.2 use the property as a residence or for any activity that is dangerous, offensive, noxious, illegal or immoral or that is or may become a nuisance or annoyance to the lessor or to the owner or occupier of any neighbouring property; or
 - 6.3.3 hold any auction, bankrupt or fire sale in the property; or
 - 6.3.4 display signs or advertisements on the outside of the property, or that can be seen from the outside, unless the lessor consents (but the lessor cannot withhold consent unreasonably);
 - 6.3.5 overload the floors or walls of the property; or
 - 6.3.6 without the prior written consent of the lessor and/or the owners corporation, use the common property for any purpose other than for access to and egress from the property.

CLAUSE 7 CONDITION AND REPAIRS

Who is to repair the property?

- 7.1 The lessor must –
- 7.1.1 maintain in a state of good condition and serviceable repair the roof, the ceiling, the external walls and external doors and associated door jambs, and the floors of the property and must fix structural defects;
 - 7.1.2 maintain the property in a structurally sound condition; and
 - 7.1.3 maintain essential services.
- 7.2 The lessee must otherwise maintain the property in its condition at the commencement date and promptly do repairs needed to keep it in that condition but the lessee does not have to –
- 7.2.1 alter or improve the property; or
 - 7.2.2 fix structural defects; or
 - 7.2.3 repair fair wear and tear.
- 7.3 The lessee must also –
- 7.3.1 reimburse the lessor for the cost of fixing structural damage caused by the lessee, apart from fair wear and tear;
 - 7.3.2 maintain and decorate the shop front if the property has one;
 - 7.3.3 decorate the inside of the property in the last 3 months of the lease period (however it ends) – ‘decorate’ here means restoring the surfaces of the property in a style and to a standard of finish originally used e.g. by repainting;
 - 7.3.4 where the property is a lot in a strata scheme:
 - 7.3.4.1 meet the cost of all damage to the common property occasioned by the lessee or any invitee or licensee of the lessee; and
 - 7.3.4.2 permit the owners corporation, temporarily, to close any part of the common property for the purpose of making and effecting repairs to it.
- 7.4 If an authority requires work to be done on the property and it is structural work or work needed to make the property safe to use then the lessor must do the work unless it is required only because of the way the lessee uses the property. But if it is any other work or is required only because of the way the lessee uses the property then the lessee must do the work.
- 7.5 If the lessee fails to do any work that the lessee must do the lessor can give the lessee a notice in writing stating what the lessee has failed to do. After the notice is given the lessee must –
- 7.5.1 do the work immediately if there is an emergency; and
 - 7.5.2 do the work promptly and diligently in any other case.
- If the lessee does not do the work, the lessor can do it and the lessee must reimburse the lessor for the cost of the work.

- 7.6 The lessee must not make any structural alterations to the property. Any other alterations require the lessor's consent in writing (but the lessor cannot withhold consent unreasonably).

CLAUSE 8 INSURANCE AND DAMAGE

What insurances must the lessee take out?

- 8.1 The lessee must keep current an insurance policy covering –
- 8.1.1 liability to the public in an amount not less than the amount stated in item 18 in the schedule (for each accident or event); and
 - 8.1.2 damage or destruction from any cause to all plate glass in the windows and other portions of the property
- and must produce to the lessor, upon request, the policy and the receipt for the last premium.

What happens if the property is damaged?

- 8.2 If the property or the building of which it is part is damaged (a term which includes destroyed) –
- 8.2.1 the lessee is not liable to pay rent, or any amount payable to the lessor in respect of outgoings and other charges, that is attributable to any period during which the property cannot be used under this lease or is inaccessible due to that damage;
 - 8.2.2 if the property is still useable under this lease but its useability is diminished due to the damage, the lessee's liability for rent and any amount in respect of outgoings attributable to any period during which useability is diminished is reduced in proportion to the reduction in useability caused by the damage;
 - 8.2.3 if the lessor notifies the lessee in writing that the lessor considers that the damage is such as to make its repair impracticable or undesirable, the lessor or the lessee can terminate this lease by giving not less than 7 days notice in writing of termination to the other and no compensation is payable in respect of that termination;
 - 8.2.4 if the lessor fails to repair the damage within a reasonable time after the lessee requests the lessor to do so the lessee can terminate this lease by giving not less than 7 days notice in writing of termination to the lessor; and
 - 8.2.5 nothing in clause 8.2 affects any right of the lessor to recover damages from the lessee in respect of any damage or destruction to which the clause applies.

CLAUSE 9 ACCESS

What are the lessor's rights of access to the property?

- 9.1 The lessee must give the lessor (or anyone authorised in writing by the lessor) access to the property at any reasonable time for the purpose of –
- 9.1.1 inspecting the condition of the property, or how it is being used; or
 - 9.1.2 doing anything that the lessor can or must do under this lease or must do by law; or
 - 9.1.3 viewing the property as a valuer, prospective buyer or mortgagee; or
 - 9.1.4 fixing a notice in a reasonable position on the outside of the property saying that it is for sale; or
 - 9.1.5 viewing the property as a prospective lessee not earlier than 6 months before the lease period ends; or
 - 9.1.6 fixing a notice not earlier than 6 months before the lease period ends in a reasonable position on the outside of the property saying that it is to let; or
 - 9.1.7 inspecting, cleaning or repairing another property or any services to another property.
- 9.2 The lessor must give the lessee at least 2 days written notice for access (except in an emergency). The day of the giving of the notice and any Saturday, Sunday or public holiday on which the property is not open for business are not counted.
- 9.3 The lessor must promptly make good any damage caused to the property and to any of the lessee's belongings which results from exercising these rights.
- 9.4 The lessee must give to the lessor a copy of any notice relating to the property or relating to any neighbouring property immediately after receiving the notice.

CLAUSE 10 TRANSFER AND SUB-LEASE**Can this lease be transferred or the property shared or sub-let?**

- 10.1 The lessee must not transfer this lease without consent.
- 10.2 The lessor can withhold consent only if—
 - 10.2.1 the proposed transferee proposes to change the use to which the property is put; or
 - 10.2.2 where the property is a retail shop, the proposed transferee has financial resources or retailing skills inferior to those of the proposed transferor and otherwise the proposed transferee has financial resources or business experience inferior to those of the proposed transferor; or
 - 10.2.3 the lessee has not complied with clause 10.3 and, where the property is a retail shop, clause 10.4.
- 10.3 A request for the lessor's consent to a transfer of lease must be made in writing and the lessee must provide the lessor with such information as the lessor may reasonably require concerning the financial standing and business experience of the proposed transferee.
- 10.4 Where the property is a retail shop, before requesting the consent of the lessor to a proposed transfer of this lease, the lessee must furnish the proposed transferee with a copy of any disclosure statement given to the lessee in respect of this lease, together with details of any changes that have occurred in respect of the information contained in the disclosure statement (being changes of which the lessee was aware or could reasonably be expected to be aware). For the purpose of enabling the lessee to comply with this obligation, the lessee can request the lessor to provide the lessee with a copy of the disclosure statement concerned and, if the lessor is unable or unwilling to comply with such a request within 14 days after it is made, this clause 10.4 does not apply.
- 10.5 Where the lessee has complied with clause 10.3 and where required to do so clause 10.4, and the lessor has not within 42 days or where the *Retail Leases Act 1994* applies 28 days after the request was made or the lessee has complied with paragraphs 41(a) and 41(b) of that Act, whichever is the later, given notice in writing to the lessee either consenting or withholding consent, the lessor is taken to have consented.
- 10.6 The lessee has to pay in connection with any consent the lessor's reasonable legal costs, the reasonable costs of obtaining any mortgagee's consent, the stamp duty and the registration fee for the transfer.
- 10.7 Where the property is a retail shop, the lessee can sub-let, grant a licence or concession, share or part with the possession of the whole or any part of the property or mortgage or otherwise charge or encumber the lessee's estate or interest in this lease only with the written consent of the lessor which can be refused in the lessor's absolute discretion. Otherwise, the lessee cannot do any of these things.

CLAUSE 11 LESSOR'S OTHER OBLIGATIONS**What are the lessor's other obligations?**

- 11.1 So long as the lessee does all the things that must be done by the lessee under this lease the lessor must allow the lessee to possess and use the property in any way permitted under this lease without interference from the lessor, or any person claiming under the lessor or having superior title to the title of the lessor.
- 11.2 The lessor must pay all outgoing for the land or the building of which the property is part when they fall due.
- 11.3 If the property is part of a building owned or controlled by the lessor—
 - 11.3.1 the lessor must maintain in reasonable structural condition all parts of the building that the lessee can use under this lease; and
 - 11.3.2 if the property has facilities and service connections shared in common with other persons the lessor must—
 - 11.3.2.1 allow reasonable use of the facilities and service connections including—
 - the right for the lessee and other persons to come and go to and from the property over the areas provided for access;
 - access by the lessee to service connections; and
 - the right for the lessee's customers to park vehicles in any area set aside for customer parking, subject to any reasonable rules made by the lessor.
 - 11.3.2.2 maintain the facilities and service connections in reasonable condition.

- 11.4 Where registration is necessary for the validity of this lease, the lessor must ensure that this lease is registered.
- 11.5 If a consent is needed for this lease, from someone such as a mortgagee or head lessor of the property, then the lessor must get the consent.

CLAUSE 12 FORFEITURE AND END OF LEASE

When does this lease end?

- 12.1 This lease ends –
 - 12.1.1 on the date stated in item 3 in the schedule; or
 - 12.1.2 if the lessor lawfully enters and takes possession of any part of the property; or
 - 12.1.3 if the lessor lawfully demands possession of the property.
- 12.2 The lessor can enter and take possession of the property or demand possession of the property if –
 - 12.2.1 the lessee has repudiated this lease; or
 - 12.2.2 rent or any other money due under this lease is 14 days overdue for payment; or
 - 12.2.3 the lessee has failed to comply with a lessor's notice under section 129 of the *Conveyancing Act 1919*; or
 - 12.2.4 the lessee has not complied with any term of this lease where a lessor's notice is not required under section 129 of the *Conveyancing Act 1919* and the lessor has given at least 14 days written notice of the lessor's intention to end this lease.
- 12.3 When this lease ends, unless the lessee becomes a lessee of the property under a new lease the lessee must –
 - 12.3.1 return the property to the lessor in the state and condition that this lease requires the lessee to keep it in; and
 - 12.3.2 have removed any goods and anything that the lessee fixed to the property and have made good any damage caused by the removal.

Anything not removed becomes the property of the lessor who can keep it or remove and dispose of it and charge to the lessee the cost of removal, making good and disposal.

- 12.4 If the lessor allows the lessee to continue to occupy the property after the end of the lease period (other than under a new lease) then –
 - 12.4.1 the lessee becomes a monthly lessee and must go on paying the same rent and other money in the same way that the lessee had to do under this lease just before the lease period ended (apportioned and payable monthly);
 - 12.4.2 the monthly tenancy will be on the same terms as this lease, except for –
 - clause 4;
 - clauses 5.4 to 5.21 inclusive; and
 - clause 6.2 unless consent has previously been given;
 - 12.4.3 either the lessor or the lessee can end the monthly tenancy by giving, at any time, 1 month written notice to the other expiring on any date; and
 - 12.4.4 anything that the lessee must do by the end of this lease must be done by the end of the monthly tenancy.
- 12.5 Essential terms of this lease include –
 - 12.5.1 the obligation to pay rent not later than 14 days after the due date for payment of each periodic instalment (and this obligation stays essential even if the lessor, from time to time, accepted late payment);
 - 12.5.2 the obligations of the lessee in clause 5.1.2 (dealing with outgoings);
 - 12.5.3 the obligations of the lessee in clause 6.1 (dealing with use);
 - 12.5.4 the obligations of the lessee in clause 7 (dealing with repairs);
 - 12.5.5 the obligations of the lessee in clause 10 (dealing with transfer and sub-lease); and
 - 12.5.6 the obligations of the lessee in clause 15 (dealing with GST).

- 12.6 If there is a breach of an essential term the lessor can recover damages for losses over the entire period of this lease but must do every reasonable thing to mitigate those losses and try to lease the property to another lessee on reasonable terms.
- 12.7 The lessor can recover damages even if –
 - 12.7.1 the lessor accepts the lessee's repudiation of this lease; or
 - 12.7.2 the lessor ends this lease by entering and taking possession of any part of the property or by demanding possession of the property; or
 - 12.7.3 the lessee abandons possession of the property; or
 - 12.7.4 a surrender of this lease occurs.

CLAUSE 13 GUARANTEE

What are the obligations of a guarantor?

- 13.1 This clause applies if a guarantor of the lessee is named in item 10A in the schedule and has signed or executed this lease or, if this lease is a renewal of an earlier lease, the earlier lease.
- 13.2 The guarantor guarantees to the lessor the performance by the lessee of all the lessee's obligations (including any obligation to pay rent, outgoings or damages) under this lease, under every extension of it or under any renewal of it or under any tenancy and including obligations that are later changed or created.
- 13.3 If the lessee does not pay any money due under this lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must pay that money to the lessor on demand even if the lessor has not tried to recover payment from the lessee.
- 13.4 If the lessee does not perform any of the lessee's obligations under this lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must compensate the lessor even if the lessor has not tried to recover compensation from the lessee.
- 13.5 If the lessee is insolvent and this lease or any extension or renewal of it is disclaimed the guarantor is liable to the lessor for any damage suffered by the lessor because of the disclaimer. The lessor can recover damages for losses over the entire period of this lease or any extension or renewal but must do every reasonable thing to mitigate those losses and try to lease the property to another lessee on reasonable terms.
- 13.6 Even if the lessor gives the lessee extra time to comply with an obligation under this lease, under any extension of it or under any renewal of it or under any tenancy, or does not insist on strict compliance with the terms of this lease or any extension of it or renewal of it or of any tenancy, the guarantor's obligations are not affected.
- 13.7 If an amount is stated in item 10B in the schedule the guarantor's liability under this clause is limited to that amount.
- 13.8 The terms of this guarantee apply even if this lease is not registered, even if any obligation of the lessee is only an equitable one, and even if this lease is extended by legislation.

CLAUSE 14 EXCLUSIONS, NOTICES AND SPECIAL CLAUSES

- 14.1 No covenant or power is implied in this lease by section 84 or 85 of the *Conveyancing Act 1919*.
- 14.2 A document under or relating to this lease is –
 - 14.2.1 served if it is served in any manner provided in section 170 of the *Conveyancing Act 1919*; and
 - 14.2.2 served on the lessee if it is left at the property.
- 14.3 This lease is subject to any legislation that cannot be excluded (for example, the *Retail Leases Act 1994*).
- 14.4 In this lease, 'retail shop' means premises to which the *Retail Leases Act 1994* applies.
- 14.5 In this lease 'Director General' has the same meaning as in the *Retail Leases Act 1994*.

CLAUSE 15 GOODS AND SERVICES TAX

Unless item 13B in the schedule has been completed in a way that indicates that this clause is not to apply:

- 15.1 As consideration in whole or in part for a taxable supply the person receiving the supply must pay to the party making the supply an additional amount equal to the amount of GST payable on the supply.
- 15.2 To the extent that the lessee is required to reimburse the lessor in whole or in part for outgoings incurred by the lessor, for the purposes of this lease the amount of the outgoings must be reduced by the amount of any credit or refund of GST to which the lessor is entitled as a result of incurring outgoings.
- 15.3 Outgoings in item 14B in the schedule are to be calculated after deducting any input tax credit to which the lessor is entitled.
- 15.4 For the purposes of this lease GST means a tax in the nature of a supply of goods and services tax levied or imposed by the Commonwealth of Australia.

CLAUSE 16 BANK GUARANTEE

- 16.1 If a number of months appears in item 19 in the schedule, clauses 16.2 to 16.5 apply.
- 16.2 On or before the commencement date of this lease the lessee will deliver to the lessor a guarantee by a bank trading in the State of New South Wales in the form of an unconditional and irrevocable undertaking to pay drawn in favour of the lessor (unlimited as to time) in a form acceptable to the lessor and for an amount equivalent to the number of months referred to in item 19 in the schedule.
- 16.3 The lessor is entitled to claim under the guarantee an amount equal to any moneys due but unpaid by the lessee to the lessor under this lease.
- 16.4 The lessee agrees to vary the amount of the guarantee immediately upon each rent review so that the amount at all times represents the equivalent of the number of months referred to in the schedule.
- 16.5 The lessor will deliver the guarantee (or so much of it as is then held by the lessor) to the lessee on the last of:
 - 16.5.1 the terminating date of this lease;
 - 16.5.2 the expiry date of any holding over under this lease; and
 - 16.5.3 the date that the lessee has no further obligations under this lease or at law.

CLAUSE 17 SECURITY DEPOSIT

- 17.1 If an amount or a number of months appears in item 20 in the schedule, clauses 17.2 to 17.6 apply.
- 17.2 On or before the commencement date of this lease the lessee will deliver the security deposit to the lessor.
- 17.3 The lessor is entitled to deduct from the security deposit an amount equal to any monies due but unpaid by the lessee to the lessor under this lease.
- 17.4 Where the property is a retail shop, the security deposit will be held in accordance with Section 16C of the *Retail Leases Act 1994*. The lessee will not make an application to the Director General seeking the return of the security deposit (or so much of it as is then held by the Director General) until the later of:
 - 17.4.1 the terminating date of this lease;
 - 17.4.2 the expiry date of any holding over under this lease; and
 - 17.4.3 the date that the lessee has no further obligations under this lease or at law.
- 17.5 Where the property is other than a retail shop the security deposit (or so much of it as is then held by the lessor) will be returned to the lessee on the later of the dates as specified in clause 17.4.
- 17.6 The lessee agrees to vary the amount of the security deposit immediately upon each rent review so that it represents the equivalent of the number of months referred to in the schedule.

CLAUSE 18 STRATA CONVERSION

- 18.1 "Owners corporation", "owner", "strata scheme", "lot" and "parcel" where used in this lease have the meanings given under the *Strata Schemes Management Act 1996* and the *Strata Schemes (Freehold Development) Act 1973*.

- 18.2 "Strata Acts" means the *Strata Schemes Management Act 1996* and the *Strata Schemes (Freehold Development) Act 1973*, and includes any amending Acts, rules, regulations, ordinances, by-laws, statutory instruments, orders or notices now or hereafter made under those Acts.
- 18.3 "Strata conversion" means a subdivision of the property under the *Strata Schemes (Freehold Development) Act 1973* or the *Community Land Development Act 1989* or the *Community Land Management Act 1989* or other legislation permitting such subdivision.
- 18.4 Strata Titles
- 18.4.1 Lessee consents to registration of strata plan
- 18.4.1.1 By its entry into this lease the lessee acknowledges that the lessor can register a strata plan, a strata schemes plan, a strata plan of subdivision, a strata plan of consolidation or a building alteration plan insofar as any of these may relate to the property, the Building or the land. The lessor will provide the lessee with copies of the proposed strata plan and associated documentation for the lessee's approval, which approval will not be unreasonably withheld.
- 18.4.1.2 Provided the lessee consents to the strata conversion as per clause 18.4.1.1 then within 7 days of written request by the lessor the lessee will sign and return to the lessor any consents or other documents necessary to enable the lessor to carry out the strata conversion and will make no objection or claim for compensation in relation to the strata conversion.
- 18.4.2 Compliance with the Strata Acts and by-laws:
- 18.4.2.1 **(Covenant):** The lessee and any and all persons acting by, through or under it or with its authority express or implied shall comply with so many of the provisions of the Strata Acts and the by-laws and all lawful orders, motions and directives under the Strata Acts as may be applicable to the exercise of the lessee's rights and obligations under the provisions elsewhere contained in this lease.
- 18.4.2.2 **Not to prejudice interests of owners corporation.** Without the prior written consent of the owners corporation, the lessee shall not do any act, matter or thing under the exercise of its rights and obligations elsewhere contained in this lease or permit or allow any act, matter or thing to be done which shall or may:
- increase the rate of premium payable by the owners corporation under any policy of insurance taken out by the owners corporation; or
 - invalidate, avoid or suspend the operation of any such policy of insurance or otherwise prejudice the owners corporation rights under any such policy.
- 18.4.2.3 Upon the occurrence of any of the matters previously referred to the lessee shall:
- pay to the lessor or such other person responsible for payment any amounts payable to the owners corporation as a consequence of any such matters;
 - pay to the lessor for and on behalf of the owners corporation any amounts payable by the owners corporation as a consequence of any such matters and not the subject of clause 18.4.2.2; and
 - pay to the lessor for and on behalf of the owners corporation the amount of any and all losses and damages arising from the occurrence of any such matters.
- 18.4.2.4 **(Indemnity):** The lessee shall indemnify the lessor for any loss or damage suffered by the lessor if the lessee or the lessee's employees fail to comply with the obligations as to conduct imposed upon the lessee or the lessee's employees by this lease or by reason of the Strata Acts.
- 18.4.3 If the strata conversion occurs:
- 18.4.3.1 any reference in this lease will be deemed to be a reference to the buildings comprised in the registered plan or plans of which the property forms part;
- 18.4.3.2 any levies or other monies payable to the owners corporation will be payable by the lessee with the exception of any contribution to a sinking fund or special levy; and
- 18.4.3.3 this lease will be deemed to be amended in any respect that is necessary to ensure that this lease reflects that the strata conversion has been carried out.

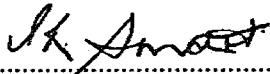
IMPORTANT NOTES


The following notes are for guidance and do not form part of this lease.

If you are a lessor, a solicitor will prepare this lease for you.

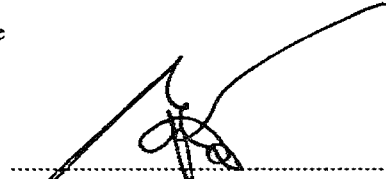
If you are a lessee, a solicitor can advise you about it.

1. This document creates legal rights and legal obligations.
2. Failure to register a lease can have serious consequences.
3. If an option for renewal is not exercised at the right time it will be lost.
4. The lessee can exercise an option for renewal even if there has been a breach of this lease in a case where section 133E of the *Conveyancing Act 1919* applies. The lessor must give a prescribed notice within 14 days after the option is exercised if the lessor wants to rely on the breach to prevent the exercise of the option.
5. The Law Society of New South Wales is not to be responsible for any loss resulting from the use of this lease as printed whether authorised or not.


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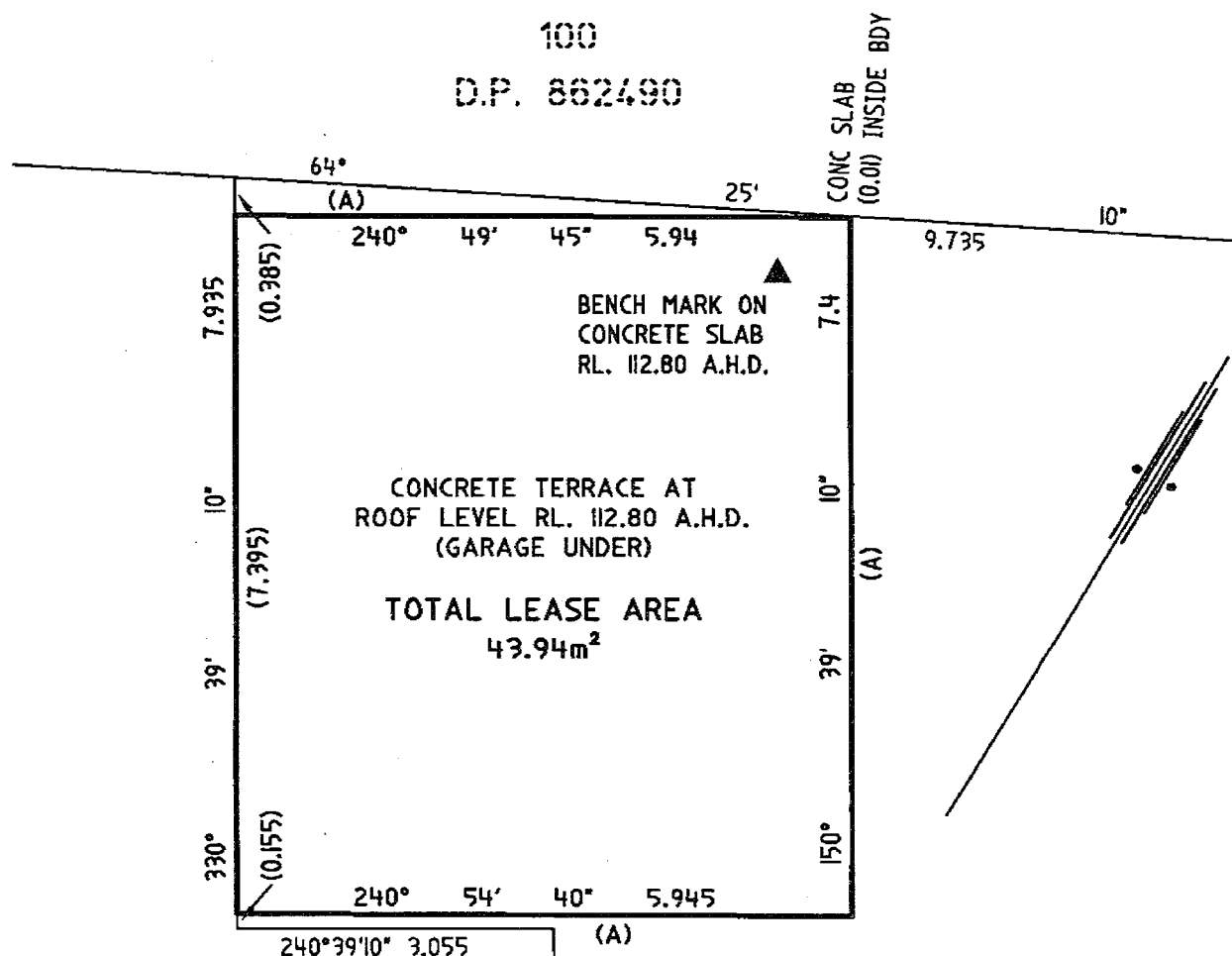

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I certify that this and the preceding twelve pages are in exactly the same wording as Annexure B of the copyright Law Society Lease.


.....
Solicitor for the lessor

PLAN

FOR LEASE PURPOSES OF PART OF THE CONCRETE ROOF TERRACE AT
No. 4A BARNES ROAD, OXFORD FALLS BEING PART OF LOT 2 IN D.P. 863876
L.G.A. WARRINGAH
RATIO 1:75 ALL LENGTHS ARE IN METRES



1
D.P. 863876

Ian Coulter McKenzie
IAN COULTER MCKENZIE

Susanne Gai McKenzie
SUSANNE GAI MCKENZIE

Neville Randall Smart
NEVILLE RANDALL SMART

Nyorie Jane Smart
NYORIE JANE SMART

(A) DENOTES EDGE OF CONCRETE SLAB
ORIGIN OF LEVELS P.M. 12568 RL. 122.70 A.H.D.
THE LEASE AREA IS LIMITED IN DEPTH TO
THE HORIZONTAL PLANE AT RL. 112.7 AND
LIMITED IN HEIGHT TO THE HORIZONTAL
PLANE AT RL. 117.8
ALL LEVELS ARE RELATED TO AUSTRALIAN
HEIGHT DATUM.

Northern Beaches Council Planning Certificate – Part 2

Applicant: Burridge & Legg Solicitors
PO Box 20
FORESTVILLE NSW 2087

Reference: DL6531
Date: 04/12/2022
Certificate No. ePLC2022/08534

Address of Property: 4A Barnes Road FRENCHS FOREST NSW 2086
Description of Property: Lot 2 DP 863876

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

Employment zones reform implementation

On 26 April 2023, Business and Industrial zones will be replaced by Employment zones within standard instrument local environmental plans. The Department of Planning and Environment exhibited in May 2022 details of how each Local Environmental Plan that includes a Business or Industrial zone will be amended to include Employment zones. The exhibition detail can be viewed on the [Planning Portal](#).

Within Council's LEPs there are areas that will not be covered by the 26 April 2023 commencement date. This detail will be available from 14 December 2022.

(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:

Bush Fire Prone Land

This land is identified on a Bush Fire Prone Land map certified by the Commissioner of the NSW Rural Fire Service as being bush fire prone land. The requirements of the NSW Rural Fire Service document Planning for Bush Fire Protection apply to this land. For further information please contact the Northern Beaches District NSW Rural Fire Service.

11. Bush fire prone land

All of the land is 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

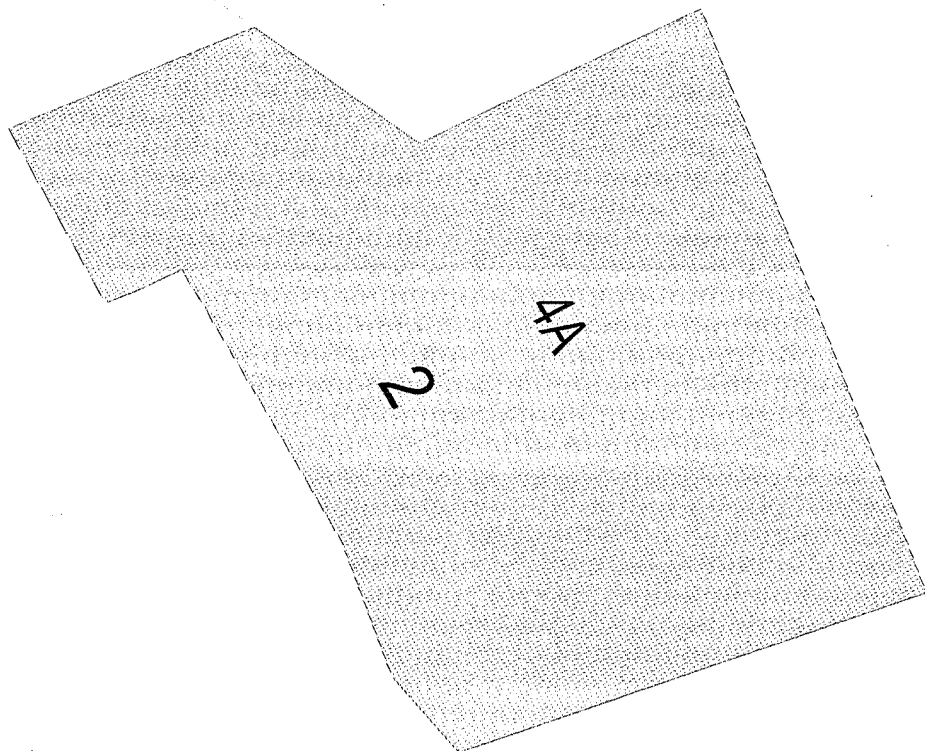
If contamination is identified above please contact the Environmental Protection Authority (EPA) for further information.



Ray Brownlee PSM
Chief Executive Officer

04/12/2022

Service Location Print
Application Number: 8002129170



15

10

Document generated at 05-12-2022 10:20:43 AM

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

Sewer Main (with flow arrow & size type text)	
Disused Main	
Rising Main	
Maintenance Hole (with upstream depth to invert)	
Sub-surface chamber	
Maintenance Hole with Overflow chamber	
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

Pressure Sewer Main	
Pump Unit (Alarm, Electrical Cable, Pump Unit)	
Property Valve Boundary Assembly	
Stop Valve	
Reducer / Taper	
Flushing Point	

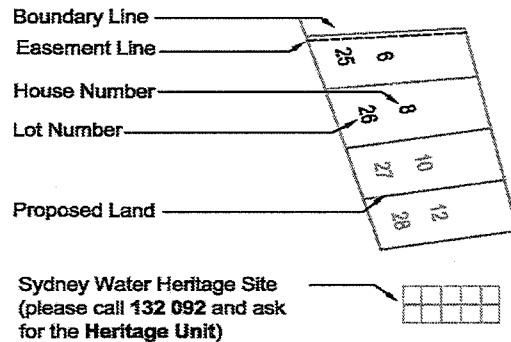
Vacuum Sewer

Pressure Sewer Main	
Division Valve	
Vacuum Chamber	
Clean Out Point	

Stormwater

Stormwater Pipe	
Stormwater Channel	
Stormwater Gully	
Stormwater Maintenance Hole	

Property Details



Water

WaterMain - Potable (with size type text)	
Disconnected Main - Potable	
Proposed Main - Potable	
Water Main - Recycled	
Special Supply Conditions - Potable	
Special Supply Conditions - Recycled	
Restrained Joints - Potable	
Restrained Joints - Recycled	
Hydrant	
Maintenance Hole	
Stop Valve	
Stop Valve with By-pass	
Stop Valve with Tapers	
Closed Stop Valve	
Air Valve	
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	

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**.

Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	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)

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5 December 2022

Infotrack Pty Limited

Reference number: 8002129168

Property address: 4A Barnes Rd Frenchs Forest NSW 2086

Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

Yours sincerely



Jason Dagger
Head of Customer Metering & Accounts