Contract for the sale of land – 2000 edition

(this contract consists of this sheet, the provisions of this contract and anything attached)
(a choice printed in BLOCK CAPITALS applies unless a different choice is marked)

TERM	MEANING OF TERM
Vendor's agent (if more than one, the first named)	Name SKYLINE REAL ESTATE Phone 9452 3444 Address 3-7/14 FRENCHS FOREST ROAD Fax 9452 4555 FRENCHS FOREST NSW 2086 Ref
Vendor	Name **PETER MITCHELL PHILLIPS and DAVID PHILLIPS** as Executors of the Estate of the late ISOBEL CATHERINE JEAN PHILLIPS Address
Vendor's ☐ SOLICITOR ☐ conveyancer	Name C.R.ELVY & ASSOCIATES Phone 9977 7200 Address and DX 1/7-9 PITTWATER ROAD Fax 9977 8317 MANLY NSW 2095 Ref CRE
Depositholder	Vendor's agent Invest deposit ☒ NO ☐ Yes (clause 3)
Completion date	42nd day after the contract date (clause 15)
Property	The land, the improvements, all fixtures and the inclusions, but not the exclusions
Land Address	**7 REYNOLDS CRESCENT, BEACON HILL NSW 2100**
Plan	Registered plan: Lot 16 Section Plan 200302 (copy attached) Unregistered plan: Lot in an unregistered plan (copy attached) (clause 28) which is part of Lot Section Plan (copy attached)
Title	Folio 16/200302 Book No. ☒ TORRENS ☐ strata ☐ community ☐ qualified ☐ limited ☐ old system ☒ FEE SIMPLE - ownership ☐ purchase from Crown ☐ lease from Crown ☐ other
Improvements	☒ HOUSE ☐ garage ☐ carport ☐ factory ☐ flats ☐ home unit ☐ carspace ☐ none ☐ other:
Inclusions	These marked items inspected by the purchaser (some may be fixtures) - ☐ blinds ☐ curtains ☐ insect screens ☒ stove ☐ built-in wardrobes ☐ dishwasher ☒ light fittings ☐ swimming pool equipment ☐ clothes line ☐ fixed floor coverings ☐ range hood ☐ TV antenna (external) ☐ other:
Exclusions	
Purchaser	Name ACN/ARBN ABN Address if more than one, as ☐ JOINT TENANTS ☐ tenants in common (in equal shares unless otherwise stated)
Purchaser's ☐ SOLICITOR ☐ conveyancer	Name Phone Address and DX Fax Ref
Price Deposit Balance	$ $ (10% of the price, unless otherwise stated) $
Contract date	(if not stated, the date this contract was made)

NOTE: Subject to clause 13, the price INCLUDES goods and services tax (if any) payable by the vendor.

SIGNATURES

Vendor **Purchaser**

Witness **Witness**

SPECIAL CONDITIONS
in
CONTRACT FOR SALE OF LAND

Between

PETER MITCHELL PHILLIPS and DAVID PHILLIPS (Vendor)

and

(Purchaser)

1. The Purchaser acknowledges that:

    a. He has not been induced to enter into this agreement by any statement made or given by or on behalf of the Vendor
    b. He has relied entirely upon suitable enquiries and inspections as to the condition and use of the property before entering into this agreement.
    c. He purchases the property in its present state and condition.
    And the purchaser agrees that he will not make any objection requisition or claim for compensation in relation to any of the above matters.

2. No objection requisition or claim for compensation shall be made by the Purchaser in respect of any gas, electricity or telephone services or connections to the property or because any such services are joint services or connections for any other land passing through the property.

3. The Purchaser shall not require the Vendor to remove any charge on the property for any rate, tax or outgoings until the time when completion of this agreement is effected. The Vendor shall not be deemed to be unable, not ready or unwilling to complete this agreement by reason of the existence of any such charge on the property and shall be entitled to serve a notice to complete on the Purchaser notwithstanding the existence of any such charge.

4. The Purchaser shall not object if, on settlement, the Vendor hands to the Purchaser a duly executed Discharge of Mortgage or other encumbrance or Withdrawal of Caveat in registrable form in respect of any Mortgage, encumbrance or Caveat then registered or entered against the Vendor's title provided that the appropriate fees shall be allowed by the Vendor to the Purchaser in respect of the same.

5. Notwithstanding anything to the contrary the parties hereto expressly agree that any claim for compensation whether under Clause 6 or otherwise shall be deemed to be an objection for the purpose of Clause 8 hereof.

6. The Purchaser acknowledges that he has inspected the photocopy sewerage diagram annexed hereto and agrees that he shall make no objection requisition or claim for compensation in respect of any fact, matter or circumstance disclosed therein or arising therefrom.

7. It is expressly agreed between the Purchaser and the Vendor that all of the conditions of sale are embodied in this agreement and the Vendor shall not be liable to the Purchaser for any agreement stipulation condition statement or representation made by any other person on his behalf.

8. For the purpose of Clause 15 the parties acknowledge that fourteen (14) days shall be sufficient notice in any Notice to Complete issued in order to make time the essence of this Contract.

9. Should the Purchaser not complete this agreement within the time limited for completion he will pay to the Vendor on completion interest on the balance of the Purchase monies at the rate of nine dollars ($9.00) per centum per annum from and including the date on which completion should have taken place in accordance with the terms hereof up to but not including the date on which actual settlement takes place provided that such interest shall not be payable for any period during which the failure to complete is occasioned by the Vendors' inability or refusal to complete.

10. The Purchaser and if more then one, each of them, warrants to the Vendor that the Purchaser was not introduced to the property by any real estate agent other then the real estate agent referred to herein, if any. This condition shall not merge on completion.

11. The Purchaser warrants:
    a. That the Purchaser, and if more than one Purchaser each of them, is ordinarily resident in Australia as defined in the Foreign Takeovers Act 1975;
    b. That the provisions of the Foreign Takeovers Act requiring the obtaining of consent to this transaction do not apply to the Purchaser or Purchasers if more than one Purchaser and to this Purchase.

12. The Vendor discloses that SEPP 28 has been repealed and that some provisions of SEPP 25 and SREP 12 that allowed subdivision of dual occupancies have been repealed, and that the attached Section 149 Certificate(s) may be inaccurate in respect to those matters.

13 (a) The Purchaser acknowledges that the Vendor has entered into this Contract on the Purchaser's warranty hereby given that: -
    (i) the Purchaser does not require credit in order to pay for the property; or
    (ii) if the Purchaser does require credit in order to pay for the property, that Purchaser has obtained approval for such credit on reasonable terms prior to the date of the Contract

    b. The Purchaser shall not have any right to terminate the Contract by virtue or any non-availability of credit as at the completion date.

14. The Vendor does not warrant that any swimming pool on the property and pool fencing complies with the requirements imposed by the Swimming Pools Act 1992 and the regulations prescribed under that Act and the Purchaser shall not make any objection, requisition or claim for compensation whatsoever in relation thereto.

15. In respect of the deposit payable under this contract the parties agree as follows:-

    (a) The deposit payable shall be an amount equal to 10% of the sale price.
    (b) If the Vendor at the request of the Purchaser agrees to accept a part payment of the deposit being the amount less than 10% of the sale price upon exchange of

contracts then the Purchaser agrees to pay the balance of the deposit either upon completion or upon any default by the Purchaser in relation to the payment of the balance of purchase money payable under the Contract (whichever event first occurs).

(c) The parties agree that an amount equal to 10% of the purchase price is a reasonable deposit in respect of this sale and that the Vendor is accepting a lesser amount as a part deposit upon exchange of Contracts at the request of the Purchaser because of the Purchaser's financial arrangements in respect of the purchase of the property.

16. If annexed to this Contract is a copy of a Survey Report in respect to the property the Purchaser acknowledges any encroachment by or upon the property and/or any non-compliance that may be specifically disclosed and clearly described therein and the Purchaser is not entitled to make any objection, requisition or claim for compensation or rescind or terminate the Contract in respect to any matter disclosed in or arising out of the Survey Report. The Vendor makes no representation or warranty as to the correctness or completeness of the Survey Report.

17. The following clause in the printed form of contract shall be amended as follows:-

(a). Clause 1: "settlement cheque" – delete "or a building society, credit union or other FCA institution as defined in Cheques Act 1986".

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 16/200302

SEARCH DATE	TIME	EDITION NO	DATE
3/11/2011	4:44 PM	1	9/11/1987

LAND

LOT 16 IN DEPOSITED PLAN 200302
AT FRENCHS FOREST
LOCAL GOVERNMENT AREA WARRINGAH
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP200302

FIRST SCHEDULE

ISOBEL CATHERINE JEAN PHILLIPS (T X170079)

SECOND SCHEDULE (4 NOTIFICATIONS)

1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
2 EXCEPTING LAND BELOW A DEPTH FROM THE SURFACE OF 15.24M
3 H678721 EASEMENT FOR DRAINAGE APPURTENANT TO THE PART OF THE LAND ABOVE DESCRIBED SHOWN AS "PROPOSED DRAINAGE EASEMENT 2.45M" ON DP200302
4 H928176 COVENANT

NOTATIONS

NOTE: THE CERTIFICATE OF TITLE FOR THIS FOLIO OF THE REGISTER DOES NOT INCLUDE SECURITY FEATURES INCLUDED ON COMPUTERISED CERTIFICATES OF TITLE ISSUED FROM 4TH JANUARY, 2004. IT IS RECOMMENDED THAT STRINGENT PROCESSES ARE ADOPTED IN VERIFYING THE IDENTITY OF THE PERSON(S) CLAIMING A RIGHT TO DEAL WITH THE LAND COMPRISED IN THIS FOLIO.
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

HAZ-DANIEL- PRINTED ON 3/11/2011

Any entries preceded by an asterix do not appear on the current edition of the certificate of title.
Warning: the information appearing under notations has not been formally recorded on the Register.
Hazlett Information Services 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.
Level 4, 122 Castlereagh Street, Sydney 2000 - DX 1078 SYDNEY
PHONE: (02) 9261 5211 FAX: (02) 9264 7752
www.hazlett.com.au
Hazlett

Req:R002654 /Doc:DL H678721 /Rev:03-Apr-1997 /Sts:FC.OK /Prt:03-Nov-2011 16:44 /Pgs:ALL /Seq:1 of 5
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H 678721

NEW SOUTH WALES

MEMORANDUM of TRANSFER

(Real Property Act 1900)

H Z 1260 H Z 1260

EMILY PRESCOTT of Tristram Road Beacon Hill Widow of the late Thomas William Prescott formerly of Brookvale (hereinafter called "the Transferor") being registered as the Proprietor of an estate in fee simple in the land hereinafter described subject however to such encumbrances liens and interests as are notified hereunder in consideration of the sum of TEN SHILLINGS (10/-d.) (the receipt whereof is hereby acknowledged) paid to her by PARKES DEVELOPMENTS PTY LIMITED of 147a King Street Sydney (hereinafter called "the Transferee") DOES HEREBY TRANSFER AND GRANT to the Transferee OUT OF ALL such her estate in the land mentioned in the Schedule following :-

County	Parish	Reference to Title: Whole or part	Vol.	Fol.	Description of Land (if part only)
CUMBERLAND	MANLY COVE	Part	2351	201	Lot 16 of Section 3 in Deposited Plan No. 6854

Full and free right and liberty for the Transferee and its assigns and all other persons authorised by it or them at all times to discharge stormwater and surface water over and on to that piece of land shown on the plan annexed hereto marked "A" as "easement for drainage 8' wide" (hereinafter called "the servient tenement") from the adjacent land being Portions 1854 and 2214 of the said Parish (hereinafter called "the dominant tenement") AND ALSO for the purposes aforesaid but only if required by the Transferee to construct instal lay use and maintain in under and through the servient tenement (but below the surface thereof) any pipes and all necessary fittings and appliances in connection therewith AND ALSO from time to time to inspect the condition of and amend repair and cleanse the said line of pipes fittings and appliances

Emily Prescott

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16357RP 1

5104
13 OCT '60

Subdn
new roads

13th
OCT 60

BROOKER

BOYER (66ft wide) ROAD

OXFORD FALLS ROAD
(Variable width)

D.P. 6856

It is intended to create a drainage easement 8 feet wide through part of Lot 16 DP6854 in favour of the Warringah Shire Council.

It is intended to dedicate Boyer Road 66feet wide and Reynolds Crescent 50 feet wide to the public.

It is intended to dedicate Lot 29 to the public as a Public Garden & Recreation Space.

Approved by the Council and Certified in accordance with the Provisions of section 327 of the Local Government Act, 1919.

Subdivision No.

Council Clerk

Datum line of Azimuth "A"-"B"

Russell Sydney Smith

of 203rd Hardys Chambers off 5 Hunter St, Sydney

a surveyor registered under the Surveyors Act 1929, hereby certify that the survey represented in this plan is accurate and has been made by me [illegible] in accordance with the Survey Practice Regulations, 1959 as in force on the 30th September 1960

Signature:

Surveyor for the purposes of the Surveyors Act 1929 as

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Plan Form No. 2 (For Deposited Plan)

H 678721

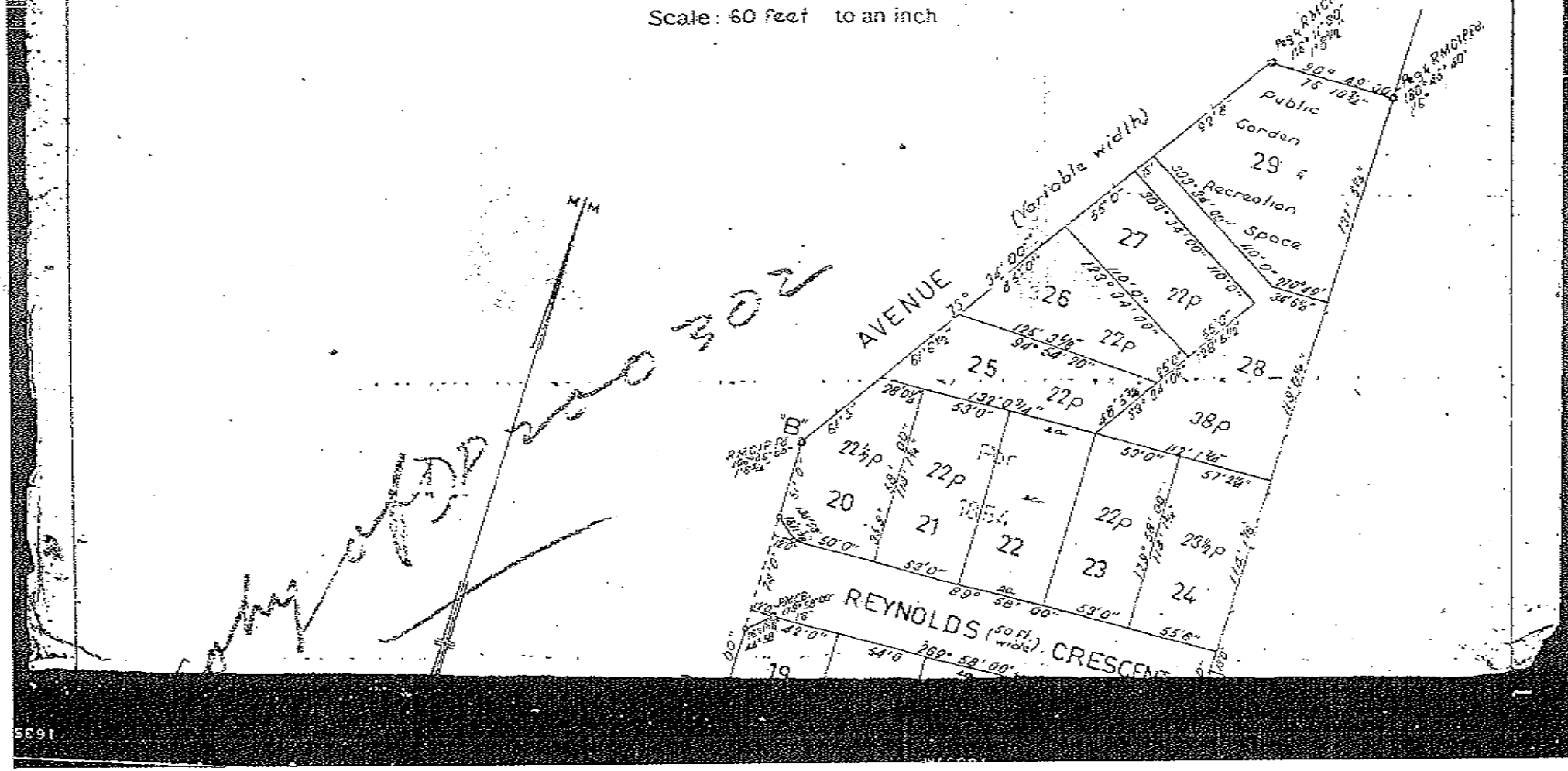
Municipality of
Shire of Warringah

PLAN

of Subdivision of Part of Portion 2214 & Portion 1854
and Easement for Drainage Lot 16 D.P. 6854

PARISH OF MANLY COVE COUNTY OF CUMBERLAND

Scale: 60 feet to an inch



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AND for any of the purposes aforesaid at all times to enter upon go return pass and repass through along and over the servient tenement with or without surveyors workmen servants materials carts and motor vehicles machinery implements and appliances PROVIDED ALWAYS AND the Transfered DOTH HEREBY covenant with the Transferor that if any pipes fittings and appliances are installed the Transferee will at all times at its own expense keep the said line of pipes fittings and appliances in a good and sufficient state of repair AND that the Transferee will execute all its works under these presents at reasonable times and with reasonable despatch and in a proper and workmanlike manner to the reasonable satisfaction of the Transferor and will as far as may be practicable having regard to the rights hereby granted restore the said land and any adjoining land of the Transferor to its former condition as soon as conveniently may be after the execution of any such works and shall at the option of the Transferor make good or bear the reasonable cost incurred by the Transferor or by any lessee tenant or licensee of the Transferor in making good any works or property of the Transferor or any property of any such lessee tenant or licensee that may be interfered with in the execution of any works by the Transferee AND THAT the Transferee will not in the execution of any such works cause any unnecessary damage or injury to or unnecessarily impede the free and uninterrupted use of the Transferor her lessees tenants and licensees of any works or property of the Transferor or of such lessees tenants and licensees PROVIDED ALWAYS that before doing any act or thing in the exercise of any rights powers or authorities hereby granted and during the progress thereof the Transferee shall do everything reasonably necessary to obviate risk of injury and damage to persons and property being on the said land or any adjoining land the property of the Transferor

ENCUMBRANCES

Nil

SIGNED at Beacon Hill the 6th day of October 1960

SIGNED in my presence by the Transferor who is personally known to me } Emily Prescott

Solicitor
Sydney

THE COMMON SEAL of PARKES DEVELOPMENTS PTY LIMITED has been hereunto affixed pursuant to a Resolution of the Board of Directors in the presence of :

Secretary

ACCEPTED and I hereby certify this Transfer to be correct for the purposes of the Real Property Act

PARKES DEVELOPMENTS PTY. LIMITED Common Seal

Director

163578P1

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H678721

Lennox Mansion D43322

Lodged by:-
Mr. Fitch, Adrian & Fellows
Solicitors
27 Hunter Street,
Sydney. 2000.

Easement for drainage

8084 84
8084 85

Particulars entered in Register Book Vol. 2351 Fol. 201
the 5th day of May 1961 at 3
o'clock in the afternoon.

Registrar General

Cert

INDEXED

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H 928176

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

Fees: £ s. d.
Lodgment
Endorsement
Certificate

1961 NOV 15 PM 12 No. H 928176

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

(Trade must not be disclosed in the transfer.)

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

I, LEICESTER DEVELOPMENTS PTY LIMITED

(herein called transferor)

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

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

ONE THOUSAND FIVE HUNDRED AND FIFTY POUNDS

(£ 1,550.0.0) (the receipt whereof is hereby acknowledged) paid to it by

VINCENT JOSEPH LOUGHLAND do hereby transfer to

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

VINCENT JOSEPH LOUGHLAND of 80 Paul Street Auburn Mail Officer

(herein called transferee)

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

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

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

County.	Parish.	Reference to Title. Whole or Part.	Vol.	Fol.	Description of Land (if part only).
CUMBERLAND	MANLY COVE	WHOLE	8210	71	

15602

20173—W 1.61 St 137 K 1115-2 V. C. N. Blight, Government Printer.

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~~And the transferee covenant(s) with the transferor~~*

* Strike out if unnecessary, or suitably adjust.

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

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

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1964.

THE Transferee for himself his executors administrators and assigns hereby covenants with the Trnasferor its successors and assigns for the benefit of the adjoining land owned by the Transferor namely Lots 13 15 and 17 on Deposited Plan Number 200302 but only during the ownership thereof by the Transferor its successors or assigns other than purchasers on sale that no fence shall be erected on the land hereby transferred to divide it from such adjoining lands without the consent of the Transferor its successors and assigns but such consent shall not be withheld if such fence be erected without expense to the Transferor its successors or assigns and in favour of any person dealing with the Transferee or his assigns such consent shall be deemed to have been given in respect of every fence for the time being erected

(a) The land which is subject to the burden of this covenant is the land hereby transferred

(b) The persons having the right to release vary or modify this covenant shall be the registered proprietors for the time being of the land to which the benefit of this covenant is appurtenant.

* A very short note will suffice.

K 1165—7 [illegible] 427

ENCUMBRANCES, &c., REFERRED TO.*

NIL

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

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who, having received an affirmative answer to each of the questions set out in Sec. 269 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident: —

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

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

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

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

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

Signed at Bexley the 8th day of November 1961.

THE COMMON SEAL of LEICESTER DEVELOPMENTS PTY LIMITED has been hereunto affixed pursuant to a Resolution of the Board of Directors in the presence of :

Director

Secretary

Transferor*

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

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Painter
Bexley.

Transferee(s).

30.10.61.

MEMORANDUM AS TO NON REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the day of 19

Signed in the presence of—

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

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

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

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

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

K 1165—9 St 437

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H 928176

No. [illegible]

LODGED BY HICKSON LAKEMAN & HOLCOMBE
SOLICITORS
13-15 O'CONNELL STREET,
SYDNEY. [illegible]

FEES.

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

(a) £2 where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £2 2s. 0d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 6d. is made for every Certificate of Title or Crown Grant after the first.

(b) A supplementary charge of 10s. is made in each of the following—
(i) where a restrictive covenant is imposed; or
(ii) a new easement is created; or
(iii) a partial discharge of mortgage is endorsed on the transfer.

(c) Where a new Certificate of Title must issue the scale of charges is—
(i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;
(ii) £2 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
(iii) as approved where more than one simple diagram, or an extensive diagram will appear.

Where the engrossing exceeds 15 folios, an amount of 3d. per folium, extra fee is payable.

DOCUMENTS LODGED HEREWITH.
To be filled in by person lodging dealing.

1. [illegible]
2. [illegible] } Received Docs. Nos.
3. [illegible] } Receiving Clerk.
4. [illegible]
5. [illegible]
6. [illegible]

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

I, GORDON WILLIAM PRESCOTT mortgagee under Mortgage No. H678723 ~~K~~ Noted

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

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

Dated at SYDNEY *this* 8th *day of* November, 19 61

Signed in my presence by

GORDON WILLIAM PRESCOTT [signature]

[illegible]

who is personally known to me.

[illegible]

Mortgagee. G.W. Prescott

FOR DEPARTMENTAL USE.

INDEXED [signature]

MEMORANDUM OF TRANSFER Lodged for Concurrence

Checked by [signature]

Particulars entered in Register Book,
Volume 8210 Folio 71

Passed (in S.D.B.) by

the 28th day of November 1961 at 30 minutes past 11 o'clock in the forenoon.

Signed by [signature]

Registrar-General.

20d

EXTRA FEES [signature]

PROGRESS RECORD.

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

Vol. Fol.

20122 K 1165 & 457

Section 149 (2&5) Environmental Planning and Assessment Act, 1979 (As Amended)

Warringah Council

Date Printed: 16 November 2011

Certificate Number: PLC2011/4796

Applicant Reference:

Receipt Number: 100144722

C R Elvy & Associates
1/7 Pittwater Road
MANLY NSW 2095

Property Address: *7 Reynolds Crescent~BEACON HILL NSW 2100*

Legal Description: *Lot 16 DP 200302*

Property ID: 131904

1. *Names of relevant planning instruments and DCPs.*

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

Warringah Local Environmental Plan 2000

See Attachment "A" for all other environmental planning instruments that apply to the carrying out of development on the land

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

Draft State Environmental Planning Policy (Competition) 2010

Draft Warringah Local Environmental Plan 2009

1.3 *The name of each development control plan that applies to the carrying out of the development on the land.*

Warringah Development Control Plan, and

Warringah Development Control Plan – Belrose Road Corridor, applies to all land that lies within the C11 Belrose Road Corridor Locality of Warringah Local Environmental Plan 2000.

1.4 *In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.*

2. *Zoning and land use under relevant LEPs*

2.1 *Zoning and land use under WLEP 2000*

(a) The Land is identified by WLEP 2000 as being within:-

Locality:

B1 Frenchs Forest East

A Medium Density Area:

No

A Local Retail Centre:

No

A Crossed Hatched Area:

No

Public Open Space:

No

A Local Public Open Space Reservation:

No

A Regional Public Open Space Reservation:

No

An Arterial Road Reservation;

No

A Heritage Conservation Area:

Refer Locality Statement (attached)

An Archaeological Site:

No

(b) The purposes for which WLEP 2000 provides that development may be carried out within this locality without the need for development consent.

Clause 7 of WLEP 2000 provides that all development requires consent except:-

(i) exempt development, being development of minimal environmental impact identified in Schedule 1 (Exempt Development) when carried out in accordance with the requirements of that Schedule, and
(ii) development identified in Schedule 2 (Other Development not requiring consent), when carried out in accordance with the requirements of that Schedule.

(c) The purposes for which WLEP 2000 provides that development is prohibited within the locality.

Clause 10 of WLEP 2000 provides that the following development is prohibited:-
(i) development identified as being prohibited within a Locality Statement, and
(ii) signs of the type listed in Schedule 4 (Prohibited Signs).

(d)Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the minimum land dimensions so fixed.

The erection of a dwelling house is permitted subject to any housing density requirements set out in the attached locality statement.

(e) Whether the land includes or comprises critical habitat.

Reference should be made to the registers of critical habitat kept by the National Parks and Wildlife Service under the Threatened Species Conservation Act 1995 and the Department of Fisheries under the Fisheries Management Act 1994.

(f) Whether the land is in a conservation area.

Refer Locality Statement (attached)

(g) Whether a heritage item is situated on the land.

Refer Locality Statement (attached)

2.2 *Zoning and land use under Draft Warringah Local Environmental Plan 2009*

(a) The land is identified by Draft Warringah Local Environmental Plan 2009 as being within the following zone.

Draft LEP - Land zoned R2 Low Density Residential

(b) The purposes for which Draft Warringah Local Environmental Plan 2009 provides that development may be carried out within the zone without the need for development consent.

Part 3 of Draft Warringah Local Environmental Plan 2009 provides that development specified in Schedule 2 (Exempt Development) that meets the standards for development contained in that schedule and that complies with the requirements of Part 3 is exempt development.

(c) The purposes for which Draft Warringah Local Environmental Plan 2009 provides that development may not be carried out within the zone except with development consent.

Please refer to the extracts of draft Warringah Local Environmental Plan 2009 (attached)

(d) The purposes for which Draft Warringah Local Environmental Plan 2009 provides that development is prohibited within the zone.

Please refer to the extracts of draft Warringah Local Environmental Plan 2009 (attached)

(e) Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the minimum land dimensions so fixed.

No

(f) Whether the land includes or comprises critical habitat.

Reference should be made to the registers of critical habitat kept by the National Parks and Wildlife Service under the Threatened Species Conservation Act 1995 and the Department of Fisheries under the Fisheries Management Act 1994.

(g) Whether the land is in a conservation area.

No

(h) Whether an item of environmental heritage is situated on the land

No

3. *Whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (c) and (d) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

(a) May Complying Development under the General Housing Code be carried out on the land?

Yes

(b) May Complying Development under the Rural Housing Code be carried out on the land?

Yes

(c) May Complying Development under the Housing Alterations Code be carried out on the land?

Yes

(d) May Complying Development under the General Development Code be carried out on the land?

Yes

(e) May Complying Development under the General Commercial and Industrial Code be carried out on the land?

Yes

(f) May Complying Development under the Subdivision Code be carried out on the land?

Yes

(g) May Complying Development under the Demolition Code be carried out on the land?

Yes

4. *Whether or not the land is affected by the operation of section 38 or 39 of the Coastal Protection Act 1979, but only to the extent that the Council has been so notified by the Department of Public Works.*

No. Council has not received any notification that the land is affected by the operation of Sections 38 or 39 of the Coastal Protection Act 1979.

4A. ***Information relating to beaches and coasts***

(1) Whether an order has been made under Part 4D of the Coastal Protection Act 1979 in relation to emergency coastal protection works (within the meaning of that Act) on the land (Or on public land adjacent to that land), except if Council is satisfied that such an order has been fully complied with.

No

(2) (a) Whether Council has been notified under section 55X of the Coastal Protection Act 1979 that emergency coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land).

No

(b) if works have been so placed – whether Council is satisfied that the works have been removed and the land restored in accordance with that Act.

Not Applicable

(3) such information (if any) as is required by the regulations under section 56B of the Coastal Protection Act 1979 to be included in the planning certificate and of which the council has been notified pursuant to those regulations.

No

4B. ***Annual Charges for coastal protection services under Local Government Act 1993***

Whether the owner (or any previous owner) of the land has 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 the commencement of section 553B of the Local Government Act 1993.

No

5. *Whether or not the land is proclaimed to be a mine subsidence district within the meaning of Section 15 of the Mines Subsidence Compensation Act 1961*

No

6. *Whether or not the land is affected by any road widening or road realignment under:-*

(a) Division 2 of Part 3 of the Roads Act 1993.

No

(b) any environmental planning instrument

No

(c) any resolution of Council.

No

7. *Whether or not the land is affected by a policy that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulfate soils, or any other risk (other then flooding):-*

(a) as adopted by Council

No

(b) 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.

Bushfire Prone Land

7A. *Flood related development controls information*

Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.

No

(b) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

No

(c) Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

8. *Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act.*

If answer is YES in question 2 to any of the points Public Open Space, Local Public Open Space Reservation, Regional Public Open Space Reservation, Local Road Reservation or Arterial Road Reservation on this certificate then the answer to this question is "YES".

9. *The name of each contributions plan applying to the land*

Warringah Section 94A Development Contributions Plan 2011 (adopted 28 June 2011). Please contact Council's Planning and Assessment Counter for more information.

10. *Whether the land is land to which a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 relates (but only if council has been notified of the existence of the agreement by the Director-General of the Department of Environment and Climate Change and Water)?*

No

11. *Bush Fire Prone Land*

Yes

12. *Is the land subject to a property vegetation plan made under the Native Vegetation Act 2003?*

No

13. *Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if the Council has been notified of the order).*

No

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

No

15. *(a) is there a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land?*

No

For what period is the certificate current?

not applicable

A copy of the site compatibility certificate may be obtained from the head office of the Department of Planning.

(b) Are there any terms of a kind referred to in clause 18(2) of the State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

No

16. *Is there a valid site compatibility certificate (infrastructure), of which the council is aware, in respect of proposed development on the land?*

No

For what period is the certificate current?

not applicable

A copy of the site compatibility certificate may be obtained from the head office of the Department of Planning.

17. *(a) Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land?*

No

For what period is the certificate current?

Not Applicable

A copy of the site compatibility certificate may be obtained from the head office of the Department of Planning.

(b) Are there any terms of a kind referred to in clause 17(1) or 37 (1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land?

No

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) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

No

(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,

No

(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued,

No

(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,

No

(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

No

Council records do not have sufficient information about the uses (including previous uses) of the land which is the subject of this Section 149 Certificate. To confirm that the land hasn't been used for a purpose which would be likely to have contaminated the land, parties should make their own enquiries as to whether the land may be contaminated.

Notifications issued within Warringah in accordance with the Nation Building and Jobs Plan (State Infrastructure Delivery Act) 2009

The NSW Infrastructure Co-ordinator General has issued an order under Section 23 and an authorisation under Section 24 for the carrying out of development on the sites tabled below. The order and authorisation may exempt these projects from complying with certain development control legislation.

Address	Legal Description	Property Name	Date Issued	Description of Project
Lot 741/ Alfred Street, Narraweena	Lot 742 DP 752038	Narraweena Public School	22 July 2009	A multi-purpose hall and covered outdoor learning area and associated site works.
Lot 2593/ Bundaleer Street, Belrose	Part Lot 2593 DP 752038	Yanginanook School, Belrose	7 September 2009	Extension of the gymnasium to provide a stage, store, toilets, covered area, ramps and associated site works, removal of two trees and landscaping.
6-8 Wyatt Avenue, Belrose	Lot 1 DP 601101	John Colet School	24 September 2009	Construction of a covered outdoor learning area, covered walkway and associated works.

1 Dreadnought Road, Oxford Falls	Lot 10 DP 810343	St Pius X College	8 October 2009	Construction of a multi-purpose hall and associated works.
33 and 35 Myoora Road, Terrey Hills	Lot 1 DP 1132710 and Lot 59 DP 752017	German International School Sydney	12 October 2009	Subdivision of the land, construction of a single storey library building and single storey classroom building, construction of a sports field, extension of an existing internal driveway and a new exit to Myoora Road, and associated works comprising excavation, earthworks, drainage, ramps, pathways, tree removal and landscaping.
220 Forest Way, Belrose	Lot 1973 DP 752038	Kamaroi Rudolf Steiner School	7 October 2009	Extension to an existing school building comprising a hall/ auditorium, classrooms, amenities, canteen and store rooms, landscaping, pathways, replacement of a roof and associated works.
2-8 Old Pittwater Road, Brookvale	Lot B DP 311452, Lot 1 DP 918786, Lot 2 DP 208793, Lot 1 DP 229795, Lot 14 DP 5876, Lot 1 DP 209019, Lot 13 DP 5876, Lot 17 DP 3674, Lot 1 DP 365898, Lot 15 DP 5876, Lot 2 DP 209019 Lot 1 DP 947905	Brookvale Public School	17 November 2009	Construction of a new library building and internal alterations to two (2) existing buildings, including the demolition of an existing metal clad classroom, relocation of play equipment, erection of a new shade structure, removal of existing areas of hard stand, and associated works.
For further details please contact the Nation Building and Jobs Plan Taskforce on telephone No. 9926 2520				

Warringah Council

Section 149 (2&5) Environmental Planning and Assessment Act, 1979 (As Amended)

Under The Provisions of Section 149(5) of the Environmental Planning and Assessment Act.

1. *(a) In respect of landslip Council provides the following:-*

   No

   (b) Whether any instrument or resolution of Council varies or proposes to vary the provisions of an environmental planning instrument, other than as referred to in the Certificate under section 149(2):-

   No

   (c) Whether the land or any item on the land is affected by an order under section 24 or section 25 of the Heritage Act 1977

   No

   (d) Is the land subject to Councils interim policy and interim guidelines for development and use of the land likely to be affected by 1:100 year flood – Development and subdivision applications may be subject to the floor affected controls.

   No

   (e) Is the land subject to Councils resolution of 26th August 1997. Assessment of Development applications will be made by reference to the Collaroy/Narrabeen Coastline Management Plan- Development Guidelines for Collaroy/Narrabeen Beach. A copy of the Guidelines are contained in Schedule 13 of WLEP 2000.

   No

2. *Threatened Species.*

   (a) Does this land have the potential to contain one ore more of the following endangered or vulnerable ecological communities as described in the final determination of the scientific committee to list the ecological communities under Part 3 of Schedule 1 and Part 2 of Schedule 2 Threatened Species Conservation Act 1995(NSW)?

   Duffys Forest Ecological Community in the Sydney Basin Bioregion
   Swamp Sclerophyll Forest on Coastal Floodplain
   Coastal Saltmarsh of the Sydney Basin Bioregion
   Swamp Oak Floodplain Forest
   Bangalay Sand Forest of the Sydney Basin Bioregion
   Themeda grasslands on Seacliffs and Coastal Headlands
   Sydney Freshwater Wetlands in the Sydney Basin Bioregion

   No

   (b) Is this land known to contain threatened species as described in the final determination of the scientific committee to list endangered and vulnerable species under part 1 of Schedule 1 and part 1 of Schedule 2 Threatened Species Conservation Act 1995 (NSW)?

   No

Additional Information:

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

b. Many Aboriginal objects are found within the Local Government Area of Warringah. It is prudent for the purchaser of land within such area to make enquiry of the Director-General of National Parks and Wildlife whether he/she is aware of any Aboriginal objects on the subject land or whether the land has been declared as an Aboriginal place under the National Parks and Wildlife Act 1974 (NSW). Such Director-General has wide powers to prevent the carrying out of work on land which is likely to significantly affect an Aboriginal object or Aboriginal place.

c. Information available to Council indicates properties within the catchments of Dee Why CBD, Manly Lagoon and Middle Creek may be flood affected. This includes the suburbs of Narraweena, Dee Why, Cromer, Ingleside, Brookvale and Oxford Falls. Council's Natural Environment Unit can be contacted for further information.

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

The advice above is provided in good faith and the Council shall not incur any liability in respect of any such advice.

Warringah Council

Section 149 (2&5) Environmental Planning and Assessment Act, 1979 (As Amended)

Disclaimer

The Environmental Planning and Assessment Amendment Act 1997 commenced operation on the 1 July 1998. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Amendment) Regulation 1998, Environmental Planning and Assessment (Further Amendment) Regulation 1998 and Environmental Planning and Assessment (Savings and Transitional) Regulation 1998. The locality information in this certificate is based on the Lot and Deposited Plan referred to in this certificate. If the Lot and Deposited Plan is not the current description of the land then this certificate could attribute to incorrect locality. Persons relying on the certificate should satisfy themselves by reference to the Title Deed that the land to which this certificate relates is identical to the land to which they seek to know the locality.

for Rik Hart
GENERAL MANAGER
WARRINGAH COUNCIL