

**CERTIFICATE**

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

1. I am a solicitor currently admitted to practise in New South Wales.

I am giving this certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of land known as **62A Lady Penrhyn Drive, Beacon Hill NSW 2100** being all of the land comprised in Certificate of Title Folio Identifier **2/1244838** from **Dora Yeung** ("vendor") to \_\_\_\_\_ ("purchaser") in order that there is no cooling off period in relation to that contract.

2. I do not act for the vendor and am not employed in the legal practice of a solicitor acting for the vendor nor am I a member or employee of a firm of which a solicitor acting for the vendor is a member or employee.
3. I have explained to the purchaser:
- (a) the effect of the contract for the purchase of that property;
  - (b) the nature of this certificate;
  - (c) the effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

.....  
Name (Print)

Dated: ..... 2021

# Contract for the sale and purchase of land 2019 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	
vendor's agent	Upstate Real Estate Suite 15, Level 1, 888 Pittwater Road Dee Why NSW 2099	Tel: 02 9971 9000 Email: chris.a@upstate.com.au Ref: Chris Aldren

co-agent  
 vendor **Dora Yeung**

vendor's solicitor	<b>Elson Pow &amp; Associates</b> Level 5, 65 York Street Sydney NSW 2000	Tel: 02 9290 3388 Fax: 02 9290 3335 Email: epa@elsonpow.com
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date for completion  
 land (address,  
 plan details and  
 title reference)

**62A Lady Penrhyn Drive, Beacon Hill NSW 2100**  
**Registered Plan: Lot 2 in Deposited Plan 1244838**  
**Folio Identifier: 2/1244838**

improvements

VACANT POSSESSION     subject to existing tenancies  
 HOUSE     garage     carport     home unit     carspace     storage space  
 none     other:

attached copies    documents in the List of Documents as marked or numbered:  
 other documents:

<b>A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.</b>			
inclusions	<input type="checkbox"/> blinds	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input type="checkbox"/> curtains	<input type="checkbox"/> other:	<input checked="" type="checkbox"/> stove
			<input type="checkbox"/> pool equipment
			<input type="checkbox"/> TV antenna
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)

Please see execution page

vendor

**GST AMOUNT** (optional)  
 The price INCLUDES  
 GST of:

witness

Please see execution page

purchaser     JOINT TENANTS     tenants in common     in unequal shares

witness

## Choices

Vendor agrees to accept a **deposit-bond** (clause 3)  NO  yes

**Nominated Electronic Lodgment Network (ELN)** (clause 30): PEXA

**Electronic transaction** (clause 30)  no  YES  
(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):

**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 further details)

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

**GSTRW payment (GST residential withholding payment) – further details**

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the 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 email address:

Supplier's phone number:

Supplier's proportion of

**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 lease (with every relevant memorandum or variation)
- 16 other document relevant to tenancies
- 17 licence benefiting the land
- 18 old system document
- 19 Crown purchase statement of account
- 20 building management statement
- 21 form of requisitions
- 22 *clearance certificate*
- 23 land tax certificate

**Home Building Act 1989**

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

**Swimming Pools Act 1992**

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

**Strata or community title (clause 23 of the contract)**

- 32 property certificate for strata common property
- 33 plan creating strata common property
- 34 strata by-laws
- 35 strata development contract or statement
- 36 strata management statement
- 37 strata renewal proposal
- 38 strata renewal plan
- 39 leasehold strata - lease of lot and common property
- 40 property certificate for neighbourhood property
- 41 plan creating neighbourhood property
- 42 neighbourhood development contract
- 43 neighbourhood management statement
- 44 property certificate for precinct property
- 45 plan creating precinct property
- 46 precinct development contract
- 47 precinct management statement
- 48 property certificate for community property
- 49 plan creating community property
- 50 community development contract
- 51 community management statement
- 52 document disclosing a change of by-laws
- 53 document disclosing a change in a development or management contract or statement
- 54 document disclosing a change in boundaries
- 55 information certificate under Strata Schemes Management Act 2015
- 56 information certificate under Community Land Management Act 1989
- 57 disclosure statement - off the plan contract
- 58 other document relevant to off the plan contract

**Other**

- 59 occupation certificate
- 60 Certificate in respect of insurance for residential building work
- 61 Letter from Sydney Water in respect of sewerage service diagram

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### DISPUTES

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

### AUCTIONS

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

**WARNINGS**

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

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning, Industry and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land &amp; Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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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. **The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.**
7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**
8. **The purchaser should arrange insurance as appropriate.**
9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**
10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**
11. **Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**
12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. 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)

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>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 ss 14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>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"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* 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 *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held 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 *servicing* 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 *servicing* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

**10 Restrictions on rights of purchaser**

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

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, 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 – to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.1 to apply (if necessary in the name of the vendor) for –
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**  
The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.  
16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.  
16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.  
16.4 The legal title to the *property* does not pass before completion.  
16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.  
16.6 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**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –  
16.7.1 the price less any:  
  - deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
16.7.2 any other amount payable by the purchaser under this contract.  
16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.  
16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.  
16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –  
16.11.1 if a special completion address is stated in this contract - that address; or  
16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or  
16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.  
16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.  
16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.  
17.2 The vendor does not have to give vacant possession if –  
17.2.1 this contract says that the sale is subject to existing tenancies; and  
17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).  
17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by 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 *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

## 20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy, of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

## 21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

**22 Foreign Acquisitions and Takeovers Act 1975**

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

**23 Strata or community title****• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is 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 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

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

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

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

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

## 26 Crown purchase money

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

## 27 Consent to transfer

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

**30 Electronic transaction**

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

- 30.4.2 normally, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 Normally, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 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.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

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

### 31 Foreign Resident Capital Gains Withholding

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

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves any clearance certificate or variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.
- 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 clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 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.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

62A Lady Penrhyn Drive BEACON HILL NSW 2100

## ANNEXURE A

These are the additional conditions of sale referred to and forming part of the Contract for the sale and purchase of land made between **DORA YEUNG** as Vendor and \_\_\_\_\_ as Purchaser with respect to the land known as 62A Lady Penrhyn Drive, Beacon Hill NSW 2100 being all of the land comprised in certificate of title folio identifier 2/1244838.

DATED: \_\_\_\_\_ 2021

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### **32. Amendment of Printed Form and Interpretation**

#### **32.1. Amendment of Printed Form**

The clauses in the printed form of contract are amended as follows:

- (a) Clause 1
  - (i) Delete the words “, a building society or a credit union” from the definition of “bank”; and
  - (ii) Add the words “from any competent authority or adjoining owner” at the end of the definition of “work order”;
- (b) Clause 2.4 – delete “by giving cash (up to \$2,000) or”;
- (c) Clause 5.2.1 – delete “or it is a general question about the property or title”;
- (d) Clause 5.2.2 – replace “,” with “.” and delete “and”;
- (e) Clause 5.2.3 is deleted;
- (f) Clause 7.1.1 is deleted;
- (g) Clause 7.1.3 is replaced with:

“the purchaser does not serve notice waiving the claim within 7 days after that service; and”;
- (h) Clause 7.2.1 – “10%” is replaced with “1%”;
- (i) Clause 8.1.1 – delete the words “on reasonable grounds”;
- (j) Clause 8.1.2 – delete the words “and those grounds”;

- (k) Clause 10.1, line 1 is replaced with:
- “The purchaser cannot make a claim, objection or requisition, delay completion or rescind or terminate in respect of-;”
- (l) A new clause 10.4 is inserted to read as follows:
- “For the purposes of this contract the vendor discloses all the matters and material appearing in the documents, a copy of which is attached to this contract whether specified in the list of documents on page 2 of this contract or not.”
- (m) Clauses 12.1 and 12.2 are deleted;
- (n) Clause 13.13.3 is amended by inserting the following words at the end of the clause:
- “and provide the vendor with written confirmation that the purchaser has done so within 7 days after completion; and”
- (o) Clause 13.13.4 is deleted and replaced with:
- “serve on the vendor a copy of the settlement date confirmation form submitted to the Australian Taxation Office at least one (1) business day prior to completion and evidence of receipt of payment by the Australian Taxation Office of the *GSTRW payment* within five (5) business days after receipt of that evidence by the purchaser”.
- (p) A new clause 13.14 is inserted to read as follows:
- “The purchaser indemnifies the vendor against all losses, damages and costs suffered or incurred by the vendor (including without limitation all penalties that may be imposed on the vendor and legal costs incurred by the vendor) arising from or in connection with default by the purchaser of any of its obligations under clause 13.13. Clauses 13.13 and 13.14 will survive completion.”
- (q) Clause 14.3 is deleted;
- (r) Clause 14.5 is deleted;
- (s) Clause 14.8 – replace the word “started” with the words “completed by any competent authority”;
- (t) Clause 16.7 – delete “by cash (up to \$2,000) or”
- (u) Clause 16.8 is deleted;

- (v) In clause 20:
  - (i) in clause 20.5, replace “A” at the beginning of the clause with “Normally a”; and
  - (ii) replace the full stop at the end of clause 20.6.7 with “; and” and add a new clause 20.6.8 which reads "deemed to have been served on the next business day, if it is served on a day that is not a business day.";
- (w) Clause 22 is deleted;
- (x) Clauses 23.9, 23.14 and 23.17 are deleted;
- (y) Clause 23.13 – “*The vendor*” is replaced with “*The purchaser*”;
- (z) Clause 31 is deleted and replaced with the following clause:

**“31. Foreign Resident Capital Gains Withholding**

31.1 For the purpose of this clause, the following terms are defined to mean:

“**Clearance Certificate**” means a certificate within the meaning of s14-220 of Schedule 1 to the TA Act, that covers one or more days falling within the period from and including the contract date to completion;

“**Remittance Amount**” means the lesser of 12.5% of the price (inclusive of GST, if any) and the amount specified in a Variation served by a party;

“**TA Act**” means the Taxation Administration Act 1953 as amended from time to time; and

“**Variation**” means a variation made under s14-235 of Schedule 1 of the TA Act.

31.2 This clause 31 applies only if:

- (a) the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the TA Act; and
- (b) a Clearance Certificate in respect of the vendor is not attached to this contract.

31.3 If the vendor does not serve on the purchaser a Clearance Certificate in respect of the vendor at least ten (10) business days prior to the Completion Date, the purchaser must:

- (a) at least 5 days before the Completion Date, serve evidence of the purchaser’s submission of a purchaser payment notification to the Australian Taxation Office;

- (b) produce on completion a settlement cheque for the Remittance Amount payable to the Deputy Commissioner of Taxation;
- (c) forward the settlement cheque to the payee immediately after completion; and
- (d) serve on the vendor evidence of receipt of payment of the Remittance Amount within five (5) business days after receipt of that evidence by the purchaser.

31.4. The vendor cannot refuse to complete if clause 31.3 applies and the purchaser complies with clauses 31.3(a) and 31.3(b).

31.5. If the vendor serves any Clearance Certificate or Variation, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.

31.6. If the vendor serves a Clearance Certificate in respect of the vendor, clauses 31.3 and 31.4 do not apply.”

## **32.2. Interpretation**

- (a) If there is any inconsistency between these additional conditions and the terms and conditions of the Standard Form of Contract, then these additional conditions will prevail to the extent of the inconsistency.
- (b) If one or more provisions of this Contract or any part of the provisions of this Contract are invalid, illegal or unenforceable then such provisions will be severable from this Contract and the validity, legality and enforceability of the remaining provisions of this Contract will not be affected or impaired provided that the basic purpose and intent of this Contract can still be performed.
- (c) The headings used in these additional clauses are used for convenience only and must be ignored when construing this contract.

## **33. Purchaser's Acknowledgment**

**33.1.** Subject to Section 52A of the *Conveyancing Act, 1919* and the Regulations thereunder the Purchaser acknowledges and agrees that in entering into this Contract the Purchaser has not relied upon any warranty or representation made or any other conduct engaged in by the Vendor or any person or body corporate on behalf of the Vendor except such as are expressly provided herein but has relied entirely upon its own enquiries relating to and inspection of the property AND the Purchaser acknowledges and agrees that it accepts the property subject to all defects (whether latent or patent) and in its present state of repair and condition.

**33.2.** The Purchaser acknowledges and agrees that it has, prior to the date of this Contract, satisfied itself as to the environmental planning instrument or deemed environmental planning instrument as defined in the Environmental Planning and Assessment Act

1979 and other restrictions affecting the property, the use to which the property can be lawfully put and the compliance or otherwise with any development or building approvals.

**33.3.** The Purchaser will not be entitled to make any claim objection or requisition or rescind or terminate this Contract in respect of the defects (whether latent or patent) nature, quality, condition, or state of repair of the property or any other matter fact or thing referred to in this Clause.

**34. Agent**

The Purchaser warrants to the Vendor that it has not been introduced to the property or the Vendor directly or indirectly through the services of any agent other than the Vendor's agent named in this Contract. The Purchaser hereby agrees to and does hereby indemnify and will continue to indemnify the Vendor against any claim or claims made by any agent other than the Vendor's agent against the Vendor in respect of this sale, which indemnity will survive completion.

**35. No Investment of Deposit**

**35.1.** The depositholder is directed not to invest the deposit.

**35.2.** The Purchaser is not entitled to make a claim against the Vendor or the depositholder for any interest earned on the deposit.

**35.3.** The party entitled to the deposit on completion, termination or rescission of this contract (whichever occurs) bears the risk of loss of the deposit.

**36. Notice to Complete**

If a party is entitled to give a notice to complete, then 14 days (excluding the date on which that notice is given) is a reasonable period to allow for completion in that notice. The party giving the notice is entitled to nominate any time between 10am and 3pm as the time for completion. Time will be of the essence for compliance with the notice to complete.

**37. Interest Payable for Late Payment**

**37.1.** If the balance of purchase price is not paid by the Purchaser to the Vendor on the Completion date, the Purchaser must pay interest on that amount (plus all other moneys owing to the Vendor pursuant to this Contract) calculated daily at the rate of eight per cent (8%) per annum computed from and including the said Completion date until the date of actual payment to the Vendor, both dates inclusive. All such interest must be paid to the Vendor on completion.

**37.2.** It is an essential term of this Contract that all interest payable to the Vendor pursuant to Clause 37.1 be paid to the Vendor on completion of this Contract and that any such interest will be immediately recoverable by the Vendor in any court of appropriate jurisdiction together with all costs and expenses of the Vendor relating to such enforcement and collection of payment.

37.3. Notwithstanding Clause 37.1, if this Contract is unable to be completed due to the fault or any default of the Vendor, the Purchaser will not be liable to pay to the Vendor any interest payable pursuant to Clause 37.1 for so long as completion of this Contract is so prevented by the said fault or default of the Vendor.

37.4. The parties acknowledge and agree with each other that interest calculated at the rate referred to above represents a genuine pre-estimate of the minimum liquidated damages likely to be suffered by the Vendor as a result of completion not taking place on the Completion date.

38. **Additional Rescission & Termination Rights**

Without in any manner negating, limiting or restricting the rights or remedies which would have been available to the Vendor or the Purchaser at law or in equity had this clause not been included herein should either party (hereinafter called the "**disabled party**", which term will, in the event that such party comprises more than one person, mean any one or more of such persons) prior to completion:

38.1. die or become mentally ill, then the other party may rescind this Contract by notice in writing forwarded to the disabled party or its solicitor and thereupon this Contract will be at an end and the provisions of Clause 19 hereof will apply; or

38.2 (a) being an individual enters into any scheme or makes any assignment for the benefit of his creditors or is declared bankrupt; or

(b) being a company resolves to go into liquidation or has a petition for winding up presented or enters into any scheme or arrangement with its creditors under the Corporations Law or should any liquidator, provisional liquidator, receiver/ manager, receiver or official manager be appointed in respect of the disabled party;

then the disabled party will be deemed to be in default under this Contract and the other party may exercise any of its powers or remedies arising out of such default pursuant to this Contract or otherwise.

39. **Objections, Requisitions and Claims in respect of the Property**

Subject to the proviso hereinafter contained, the Purchaser will not be entitled to make any objection or requisition or claim for compensation or delay completion or rescind or terminate this contract should it be established that as at the date of this Contract or the Completion date:

39.1. there is any encroachment by or upon the property; or

39.2. there is any breach of the *Local Government Act 1919* or the *Local Government Act 1993* (as amended) or the *Environmental Planning & Assessment Act 1979* (as amended) or any of the Ordinances or Regulations made thereunder or pursuant thereto by any of the improvements erected on the property; or

- 39.3. any roof or surface water drainage is connected to the sewer; or
- 39.4. there are any sewers, drains, pipes, cables, wires or other installations which are on or pass through or over the property or which are used in common with any adjoining land or pass through any other land or that there are or are not any easements or rights in respect of such installations affecting the property; or
- 39.5. any fence is not on its correct boundary or that the property is not fenced or that there exists any give and take fence; or
- 39.6. there exists any non-compliance with any covenant or easement in respect of which the property has the burden or the benefit; or
- 39.7. there are any Contaminant affecting the property or any part thereof or there are any requirement under any law or order or directive of any authority requiring any clean up or remediation work to be carried out on or about the property,

**PROVIDED THAT** nothing contained in this additional condition will affect the rights of the Vendor or the Purchaser arising out of or in connection with a breach of the warranty prescribed by the *Conveyancing (Sale of Land) Regulation, 2000*.

For the purposes of this Contract, the term “**Contaminant**” means any material, substances, gas, liquid, chemical, biological, mineral or other physical matter which would if present on, over or in the property result in any authority in the proper exercise of its discretion, issuing or being entitled to issue any notice or direction or order requiring any clean up, decontamination, removal, remediation or making good under any law or regulation or which would constitute a violation or contravention of any law or regulation.

**40. Independent Enquiries**

- 40.1 The Purchaser acknowledges that prior to entering into this contract the Purchaser has caused to be carried out such inspections, investigations and enquiries of or pertaining to the property or the development of the property as it requires and has satisfied itself in all such respects and, except as expressly provided in this contract, the purchaser is not entitled to make any objection in respect of any such things or matters.
- 40.2 Without limiting the generality of Clause 40.1, the Purchaser acknowledges and agrees for the benefit of the Vendor that, except as expressly provided in this contract:
- (a) the Purchaser has not relied on any information, representation, letter, documentation or arrangements or other conduct as supplementing or varying this contract;
  - (b) in entering into this contract the Purchaser has not relied upon any warranty (except an express warranty by the Vendor contained in this contract), representation, statement or information made or provided by or on behalf of the vendor;

- (c) the Purchaser has relied entirely on its own enquiries, investigations and inspections;
- (d) the Vendor is not liable as a result of any information, statement, warranty (except an express warranty by the vendor contained in this contract), representation, letter, document or arrangement or any conduct provided, made or done by or on behalf of the vendor or omitted to be provided, is made or done by or on behalf of the vendor;
- (e) subject to any law to the contrary, all terms, conditions, warranties and statements, whether express, implied, written, oral, collateral, statutory or otherwise, are excluded and the vendor disclaims all liability in relation to these to the maximum extent permitted by law;
- (f) the Purchaser has had the opportunity to make and has made inspections all reasonable enquiries, inspection and investigations in relation to all matters material to it or the property or the development of the property and has satisfied itself in relation to all such matters.

**41. Mortgage, Writ or Caveat**

If at the time of completion there is lodged for registration but not yet registered or there is noted on any certificate of title in respect of the property or any part thereof any mortgage, writ or caveat, the Purchaser will if so required by the Vendor accept a discharge or withdrawal thereof so far as the same relates to the property provided that such discharge of mortgage or withdrawal of writ or caveat is duly executed and in registrable form and the registration fees payable thereon are allowed by the Vendor to the Purchaser on completion.

**42. FIRB**

- (a) The Purchaser warrants to the Vendor that the acquisition by the Purchaser pursuant to this Contract does not require any approval or examination by the Foreign Investment Review Board pursuant to the *Foreign Acquisitions and Takeovers Act 1975* as amended or the foreign investment policy of the Australian government and that the Purchaser has full legal right to enter into this Contract, and to perform all obligations on its part to be performed hereunder.
- (b) The Purchaser must indemnify the Vendor and keep the Vendor indemnified against all losses, damages and costs suffered or incurred by the Vendor (including without limitation all penalties that may be imposed on the Vendor and all legal costs incurred by the Vendor on a full indemnity basis) as a result of the Purchaser's breach of the warranty contained in clause 42(a), which indemnity will survive completion or rescission or termination of this contract.

**43. No Objections Etc**

Notwithstanding anything to the contrary herein contained, the parties expressly agree that any claim for compensation whether under Clause 7 or otherwise will be deemed to be an objection or requisition for the purposes of clause 8 of this Contract.

**44. Furnishings and Chattels**

The Purchaser must accept the furnishings and chattels listed in the Contract in their present state and condition AND the Vendor will not be responsible for any mechanical breakdown, fair wear and tear or loss of or damage to (except loss or damage caused by the Vendor) the furnishings and chattels occurring after the date of this Contract. The Purchaser may not make a claim or requisition, delay completion, rescind or terminate this Contract because of a fault or defect in any of the furnishings and chattels.

**45. Amendments of SEPP 25, SEPP 28 and SREP 12**

The Vendor discloses that SEPP28 has been repealed and that some provisions of SEPP25 and SREP12 that allowed subdivision of dual occupancies have been repealed, and the attached section 10.7 certificate may be inaccurate in respect of those matters.

**46. GST – Residential Accommodation**

**46.1.** In this Clause, GST refers to Goods and Services Tax payable on “taxable supplies” as calculated for the purpose of *A New Tax System (Goods and Services Tax) Act 1999* (“Act”) (as amended) and terms used in this clause have the meaning as used in the Act.

**46.2.** The Purchaser warrants to the Vendor that:

- (a) the Property is residential premises to be used predominantly for residential accommodation and the sale of the property herein does not constitute a Taxable Supply; and
- (b) the Property will not be used in any way that may cause the sale of the Property herein to constitute a Taxable Supply.

**46.3.** The Purchaser indemnifies the Vendor in respect of all liability, including without limitation liability for GST and legal costs on a full indemnity basis which may be incurred by, brought, made or recovered against the Vendor consequent on or arising directly or indirectly out of a breach of the Purchaser’s warranty in Clause 46.2 herein.

**46.4.** This Clause 46 will not merge on completion.

**47. Guarantee & Indemnity**

**47.1.** In this contract unless the contrary intention appears:

- (a) "**guarantor**" means the person or persons named as guarantor on the front page of this contract;
- (b) "**Guaranteed Money**" means all amounts which, whether at law, in equity, under statute or otherwise, are payable, are owing but not currently payable, are contingently owing or which remain unpaid by the Purchaser to the Vendor at any time or which are reasonably foreseeable as likely, after that time, to fall within any of those categories, for any reason or circumstance in connection with this contract or any transaction contemplated by it.
- (c) "**Guaranteed Obligations**" means all of the Purchaser's express or implied obligations to the Vendor under or in connection with this contract or any transaction contemplated by it.
- (d) a reference to "**guarantor**" is a reference to all of the persons named as "guarantor" jointly and each of them severally; and
- (e) an agreement, representation, warranty or indemnity on the part of the guarantor binds the persons named as "guarantor" jointly and each of them severally.

**47.2.** The guarantor gives this guarantee and indemnity in consideration of the Vendor agreeing to enter into this contract. The guarantor acknowledges the receipt of valuable consideration from the Vendor for the guarantor incurring obligations and giving rights under this guarantee and indemnity.

**47.3.** The guarantor unconditionally and irrevocably guarantees to the Vendor payment of the Guaranteed Money and the due and punctual performance by the Purchaser of the Guaranteed Obligations.

**47.4.** If the Purchaser does not pay the Guaranteed Money when due and in accordance with the terms of this contract, then the guarantor agrees to pay the Guaranteed Money to the Vendor on demand from the Vendor (whether or not demand has been made on the Purchaser). A demand may be made at any time and from time to time.

**47.5.** If the Purchaser does not duly and punctually perform the Guaranteed Obligations in accordance with the terms of the document under which they are to be performed then the guarantor agrees to perform the Guaranteed Obligations on demand from the Vendor (whether or not demand has been made on the Purchaser). A demand may be made at any time and from time to time.

**47.6.** As a separate undertaking, the guarantor indemnifies the Vendor against all liability or loss arising from, and any costs, charges or expenses incurred in connection with:

- (a) the Guaranteed Money not being recoverable from the guarantor or from the Purchaser; and

(b) the Guaranteed Obligations not being duly and punctually performed;  
because of any circumstance whatsoever.

**47.7.** This guarantee and indemnity is a continuing security and extends to all of the Guaranteed Money and other money payable under this guarantee and indemnity and to all the Guaranteed Obligations. The guarantor waives any rights it has of first requiring the Vendor to proceed against or enforce any other right, power, remedy or security or claim payment from the Purchaser or any other person before claiming from the guarantor under this guarantee and indemnity.

**47.8.** The liabilities of the guarantor under this guarantee and indemnity as a guarantor, indemnifier or principal debtor and the rights of the Vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including, without limitation, one or more of the following:

- (a) the Vendor or another person granting time or other indulgence to, compounding or compromising with or releasing the Purchaser; or
- (b) acquiescence, delay, acts, omissions or mistakes on the part of the Vendor; or
- (c) any variation or novation of a right of the Vendor, or alteration of this contract or a document, in respect of the Purchaser.

**47.9.** As long as the Guaranteed Money or other money payable under this guarantee and indemnity remains unpaid or the Guaranteed Obligations or any of them remain unperformed, the guarantor may not, without the consent of the Vendor:

- (a) make a claim or enforce a right (including, without limitation, a mortgage, charge or other encumbrance) against the Purchaser or its property; or
- (b) prove in competition with the Vendor if a liquidator, provisional liquidator, official manager or trustee in bankruptcy is appointed in respect of the Purchaser or the Purchaser is otherwise unable to pay its debts when they fall due.

**47.10.** The guarantor represents and warrants that its obligations under this guarantee and indemnity are valid and binding and that it does not enter into this guarantee and indemnity in the capacity of a trustee of any trust or settlement.

**47.11.** This Clause 47 is an essential term of this contract.

**48. Requisitions on Title**

**48.1.** The only form of general requisitions that the Purchaser may make pursuant to Clause 5 must be in the form annexed to this Contract.

**48.2.** The Purchaser may make requisition in addition to but not as a substitute for any of the requisitions annexed to this contract.

**49. Purchaser's Credit**

The Purchaser expressly warrants to the Vendor that either it does not require finance to complete this Contract or it has obtained finance on terms which are reasonable and satisfactory to it to enable it to complete this Contract. The Purchaser acknowledges that the Vendor relies on this warranty in entering into this Contract.

**50. Swimming Pool**

The Vendor does not warrant that the swimming pool on the property (if any) complies with the requirements imposed by the *Swimming Pools Act 1992* (the "Act") and the regulations prescribed under the Act. The Purchaser will not be entitled to make any objection, requisition or claim for compensation or rescind or terminate this Contract in respect of any non-compliance with the Act and notwithstanding the provisions of Clause 11 of this Contract, the Vendor will not be obliged to comply with any notice which has been or may be issued in respect of any such non-compliance.

**51. Final Occupation Certificate and Insurance**

**51.1** The Vendor makes no warranty as to the accuracy or completeness of the final occupation certificate or certificate in respect of insurance for residential building work, each of which is annexed to this Contract.

**51.2** The Purchaser will not be entitled to make any objection, requisition or claim for compensation or rescind or terminate this contract in respect of any matter arising out of or in relation to the final occupation certificate or certificate in respect of insurance for residential building work, each of which is annexed to this Contract.

**52. Stamp Duty & Foreign Investor Surcharge**

The purchaser must timely pay all stamp duties payable on or in respect of this contract, the transfer and the transaction contemplated by this contract including without limitation the foreign investor surcharge on stamp duty payable in respect of the purchase of residential property if such surcharge is applicable to the purchaser, and must indemnify the Vendor and keep the Vendor indemnified in respect of all such liabilities for stamp duty and such surcharge including without limitation any fines or penalties for late payment or non-payment. This clause will not merge on completion.

**53. Purchaser's Acknowledgment that Materials May Change**

The purchaser acknowledges and agrees that:

- (a) some of the materials used in the Property (particularly in finishes and fittings) may comprise natural products (such as stone, timber and the like);
- (b) these materials may exhibit variations in shade, colour, texture and colour surface finish, markings, or the like and may contain natural fissures, occlusions, lines, veins, indentations or the like;
- (c) these materials may expand, contract or distort over time as a result of exposure to heat, cold, sunlight, weather or the like;
- (d) these materials may mark or stain if exposed to certain substances by the purchaser;
- (e) these materials may be damaged or disfigured by impact or scratching or other mechanical means by the purchaser;
- (f) these materials may require ongoing servicing and/or treatment to maintain the appearance and durability of the material; and
- (g) the matters referred to in this clause 40.12 are not defects so the purchaser cannot make a claim or requisition or delay completion or rescind or terminate this contract as a result of the existence or occurrence of any of the matters referred to in this clause 53.

**EXECUTION BY THE VENDOR**

*(vendor as individual person/s)*

Signed by the vendor  
in the presence of:

.....  
Signature of Witness

.....  
Signature of **Dora Yeung**

.....  
Name of Witness

**EXECUTION BY THE PURCHASER**

*(purchaser as individual person/s)*

Signed by the purchaser  
in the presence of:

.....  
Signature of Witness

.....  
Signature of Purchaser

.....  
Name of Witness

.....  
Name of Purchaser (Print)

Signed by the purchaser  
in the presence of:

.....  
Signature of Witness

.....  
Signature of Purchaser

.....  
Name of Witness

.....  
Name of Purchaser (Print)

*(purchaser as corporation)*

Executed by

\_\_\_\_\_  
in accordance with Section  
127 of the Corporations Act 2001:

.....  
Signature of Director

.....  
Signature of Director/Secretary

.....  
Name of Director (Print)

.....  
Name of Director/Secretary (Print)

**EXECUTION BY THE GUARANTOR**

Signed by the Guarantor  
in the presence of:

.....  
Signature of Witness

.....  
Signature of Guarantor

.....  
Name of Witness

.....  
Name of Guarantor (Print)

.....  
Signature of Witness

.....  
Signature of Guarantor

.....  
Name of Witness

.....  
Name of Guarantor (Print)

***(purchaser under Power of Attorney)***

Executed by \_\_\_\_\_ )  
on behalf of \_\_\_\_\_ )  
under power of attorney Book \_\_\_\_\_ )  
No. \_\_\_\_\_ in the presence of: )

.....  
Signature of Witness

.....  
Signature of Attorney

.....  
Name of Witness

.....  
Name of Attorney (Print)



LAND  
REGISTRY  
SERVICES

Order number: 65688818  
Your Reference: Y040/2002  
15/12/20 14:38



NSW LRS - Final Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2/1244838

SEARCH DATE	TIME	EDITION NO	DATE
15/12/2020	2:38 PM	1	21/2/2020

LAND

LOT 2 IN DEPOSITED PLAN 1244838  
AT BEACON HILL  
LOCAL GOVERNMENT AREA NORTHERN BEACHES  
PARISH OF MANLY COVE COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1244838

FIRST SCHEDULE

DORA YEUNG

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN WITHIN THE PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM - SEE CROWN GRANT(S) AND MEMORANDUM T447400
- 2 DP813471 RESTRICTION(S) ON THE USE OF LAND
- 3 DP1244838 EASEMENT TO DRAIN WATER 2.2 METRE(S) WIDE AND VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1244838 EASEMENT TO DRAIN WATER 2.2 METRE(S) WIDE AND VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1244838 POSITIVE COVENANT

NOTATIONS

UNREGISTERED DEALINGS: NIL

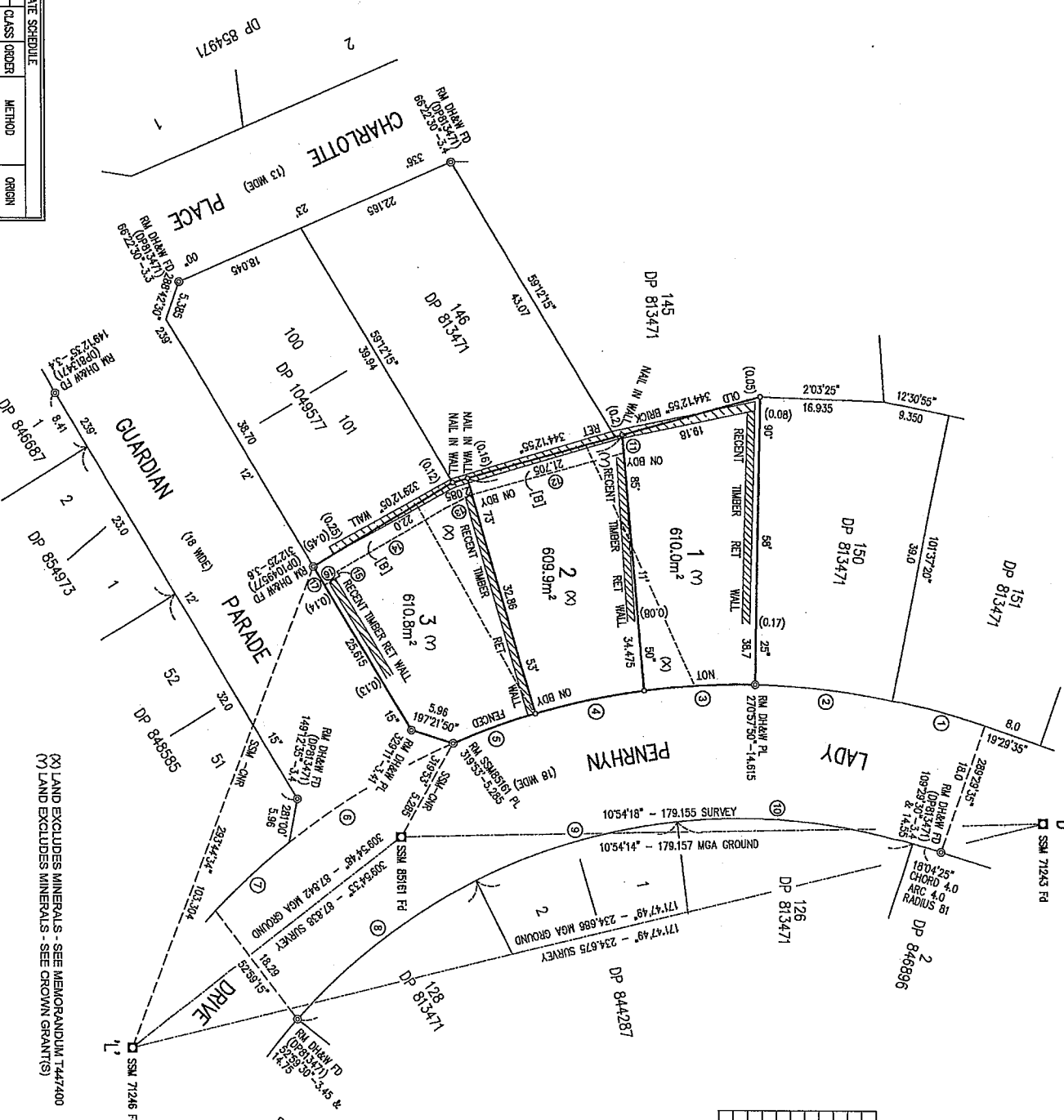
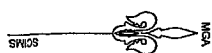
\*\*\* END OF SEARCH \*\*\*

PRINTED ON 15/12/2020

\* 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.

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SAI Global Property Division 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.



SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	185°43'55"	12.99	13.0	99.0
2	186°28'15"	18.97	19.0	99.0
3	176°58'50"	14.94	14.95	99.0
4	187°58'55"	14.98	14.995	99.0
5	160°11'20"	11.93	11.935	99.0
6	149°12'05"	25.955	26.03	99.0
7	137°42'45"	13.665	13.675	99.0
8	302°36'25"	30.725	30.915	91.0
9	343°38'25"	28.42	28.57	81.0
10	312°15'	32.185	32.40	81.0

SCHEDULE OF EASEMENT BOUNDARIES

No.	BEARING	DISTANCE
11	85°15'0"	2.24
12	164°15'	21.265
13	159°49'30"	4.06
14	149°12'05"	17.095
15	59°17'45"	0.72
16	148°17'45"	2.375
17	239°13'15"	2.925

COORDINATE SCHEDULE

MARK	MGA CO-ORDINATES	CLASS	ORDER	METHOD	ORIGIN
SM17243	338539.353 6284884.996	C	4	SCANS	FOUND
SM17246	338573.036 6284692.238	C	4	SCANS	FOUND
SM185161	338595.687 6284708.892	C	4	SCANS	FOUND

DATE OF SCANS CO-ORDINATES 10/8/2018 MGA ZONE 56 MGA DATUM GDA94  
 COMMAND SCALE FACTOR 0.99985



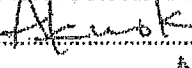
SURVEYOR  
 Name: DENNIS DOCHEN LUU  
 Date: 13/08/2019  
 Reference: 181420-1

PLAN OF SUBDIVISION OF LOT 148 & LOT 149  
 DP 813471

LGA: NORTHERN BEACHES  
 Locality: BEACON HILL  
 Reduction Ratio: 1:400  
 Lengths are in metres.

Registered  
 21/02/2020

DP1244838

<p>PLAN FORM 6 (2018)</p>	<p>DEPOSITED PLAN ADMINISTRATION SHEET</p>	<p>Sheet 1 of 2 sheet(s)</p>
<p>Registered:  21/02/2020</p> <p>Office Use Only</p> <p>Title System: TORRENS</p>	<p>Office Use Only</p> <p style="font-size: 2em; text-align: center;">DP1244838</p>	
<p>PLAN OF SUBDIVISION OF LOT 148 &amp; LOT 149 DP 813471</p>	<p>LGA: NORTHERN BEACHES</p> <p>Locality: BEACON HILL</p> <p>Parish: MANLY COVE</p> <p>County: CUMBERLAND</p>	
<p style="text-align: center;">Survey Certificate</p> <p>I, Dennis Dichen Liu              of TSS Total Surveying Solutions Pty Ltd              Suite 8, 448 Pacific Highway, Lane Cove North 2066              a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 13/08/2019</p> <p>*(b) The part of the land shown in the plan (*being/*excluding** ..... )              was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on ..... the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'D' - 'L'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating /*Steep-Mountainous.</p> <p>Signature:  Dated: 17/08/2019 ...</p> <p>Surveyor Identification No: 9126              Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words.              **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p>	
<p>Plans used in the preparation of survey/compilation.</p> <p>DP 813471</p> <p>DP 1049577</p>	<p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>Alex Kwok</u>              *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:  .....</p> <p>Accreditation number: <u>N/A</u> .....</p> <p>Consent Authority: <u>Northern Beaches Council</u> .....</p> <p>Date of endorsement: <u>21/1/2020</u> .....</p> <p>Subdivision Certificate number: <u>SC2019/0040</u> .....</p> <p>File number: <u>DA2017/0328</u> .....</p> <p>*Strike through if inapplicable.</p>	
<p>Surveyor's Reference: 181420-1</p>	<p>Signatures, Seals and Section 88B Statements should appear on              PLAN FORM 6A</p>	

PLAN FORM 6A (2018) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 2 sheet(s)

Office Use Only

Office Use Only

Registered:  21/02/2020

PLAN OF SUBDIVISION OF LOT 148 & LOT 149 DP 813471

DP1244838

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: SC 2019/0040

Date of Endorsement: 21/1/2020

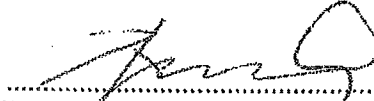
**STREET ADDRESSES**

Lot	Street Number	Street Name	Street Type	Locality
1	62	LADY PENRHYN	DRIVE	BEACON HILL
2	62A	LADY PENRHYN	DRIVE	BEACON HILL
3	62B	LADY PENRHYN	DRIVE	BEACON HILL

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED, IT IS INTENDED TO CREATE:

1. EASEMENT TO DRAIN WATER 2.2 WIDE & VARIABLE WIDTH.
2. Positive Covenant

EXECUTED BY THE REGISTERED PROPRIETOR

  
Dora Yeung

DANIEL CHEUNG  
Name of Witness

  
Signature of Witness

45 WYCOMBE RD, KARRABA POINT, NSW, 2089  
Address of Witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: 181420-1



22 FEB 1983 09<sup>34</sup> T447400



MEMORANDUM

BM

Q	1	of	1	-
NO FEE				

THIS MEMORANDUM DESCRIBES THE NATURE OF THE MINERALS WHICH ARE EXPRESSED TO BE EXCLUDED FROM THOSE FOLIOS OF THE REGISTER AS REFER TO THIS MEMORANDUM.

*Blair*  
REGISTRAR GENERAL.



DESCRIPTION OF MINERALS

The minerals which are excepted from a resumption of Crown land pursuant to the provisions of the Public Works Act, 1912 on or after 30th October, 1967.

LODGED BY:  
REGISTRAR GENERAL'S OFFICE  
SYDNEY,

DELIVERY BOX NO: 10V

Filed in the Office of the REGISTRAR GENERAL  
on 28/12/1983.

*Blair*  
Registrar General



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

Lengths are in metres

Sheet 1 of 4 sheets

Plan: **DP1244838**

Plan of Subdivision of Lot 148 & Lot 149  
DP813471 as covered by Subdivision  
Certificate  
No: *SC 2019/0040* Dated: *21/1/2020*

Full name and address  
of the owner of the  
land

Dora Yeung  
27 Beatrice Street  
Clontarf  
NSW 2093

**PART 1 (Creation)**

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement to Drain Water 2.2 Wide & Variable Width [B]	3 2	1, 2 1
2	Positive Covenant	1, 2, 3	Northern Beaches Council

**PART 2 (Terms)**

1. **Terms of Easement to Drain Water 2.2 Wide & Variable Width numbered 1 in the Plan:**

Terms as set out in Part 3 of Schedule 8 of The Conveyancing Act 1919 (as amended).

The name of the authority whose consent is required to release, vary or modify the Easement is Northern Beaches Council.



*[Signature]*  
Witness  
Ref: 181420-DP (83B)

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

Lengths are in metres

Sheet 2 of 4 sheets

Plan: **DP1244838**

Plan of Subdivision of Lot 148 & Lot 149  
DP813471 as covered by Subdivision  
Certificate

No: *SC2019/0040* Dated: *21/1/2020*

**2. Terms of Positive Covenant numbered 2 in the Plan:**

The Whole of the site (Lot 1, 2 & 3) shall be managed as an asset protection zone as outlined within Appendices 2 & 5 of 'Planning for Bush Fire Protection 2006' and the NSW Rural Fire Service's document 'Standards for asset protection zones'.

The name of the authority whose consent is required to release, vary or modify the Easement is Northern Beaches Council.



*ham*  
.....  
Witness  
Ref 181420-DP (88B)

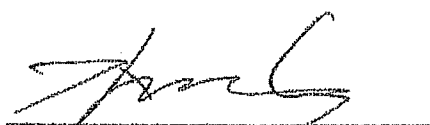
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A  
PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF  
RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING  
ACT, 1919.**

Lengths are in metres

Sheet 3 of 4 sheets

Plan: **DP1244838**

Plan of Subdivision of Lot 148 & Lot 149  
DP813471 as covered by Subdivision  
Certificate  
No: SC 2019/0040 Dated: 21/1/2020



Dora Yeung

DANIEL CHEUNG

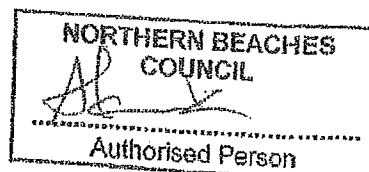
Name of Witness



Signature of Witness

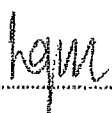
45 WYLCOMBE ROAD, KURRABA POINT  
NSW 2089

Address of Witness



Witness

Ref: 181420-DP(88B)



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

Lengths are in metres

Sheet 4 of 4 sheets

Plan: **DP1244838**

Plan of Subdivision of Lot 148 & Lot 149  
DP813471 as covered by Subdivision  
Certificate

No. SC2019/0040 Dated: 21/11/2020

**Northern Beaches Council**

Authorised Officer as Delegate of Northern Beaches Council Pursuant to Section 377 of  
Local Government Act 1993



Signature of Delegate


Alex Kwok

Name of Delegate

Acting Manager

Development Engineering and Certification

Position of Delegate



Signature of Witness

HARRY MAHER

Name of Witness

725 PITTWATER ROAD

Address of Witness

DEE WHY.

Witness

Ref: 181420-DP (88B)

REGISTERED



21/02/2020

PLAN FORUM 2

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate easements, restrictions on the use of land or positive covenants.

SIGNED BY ME PAUL FARRELL AS DELEGATE OF THE N.S.W. LAND AND HOUSING CORPORATION AND I HEREBY CERTIFY THAT I HAVE NO NOTICE OF THE REVOCATION OF SUCH DELEGATION.

Pursuant to Sec 15(3) of the Housing Act 1976, it is provided no dedication for 1/50 as public reserve.

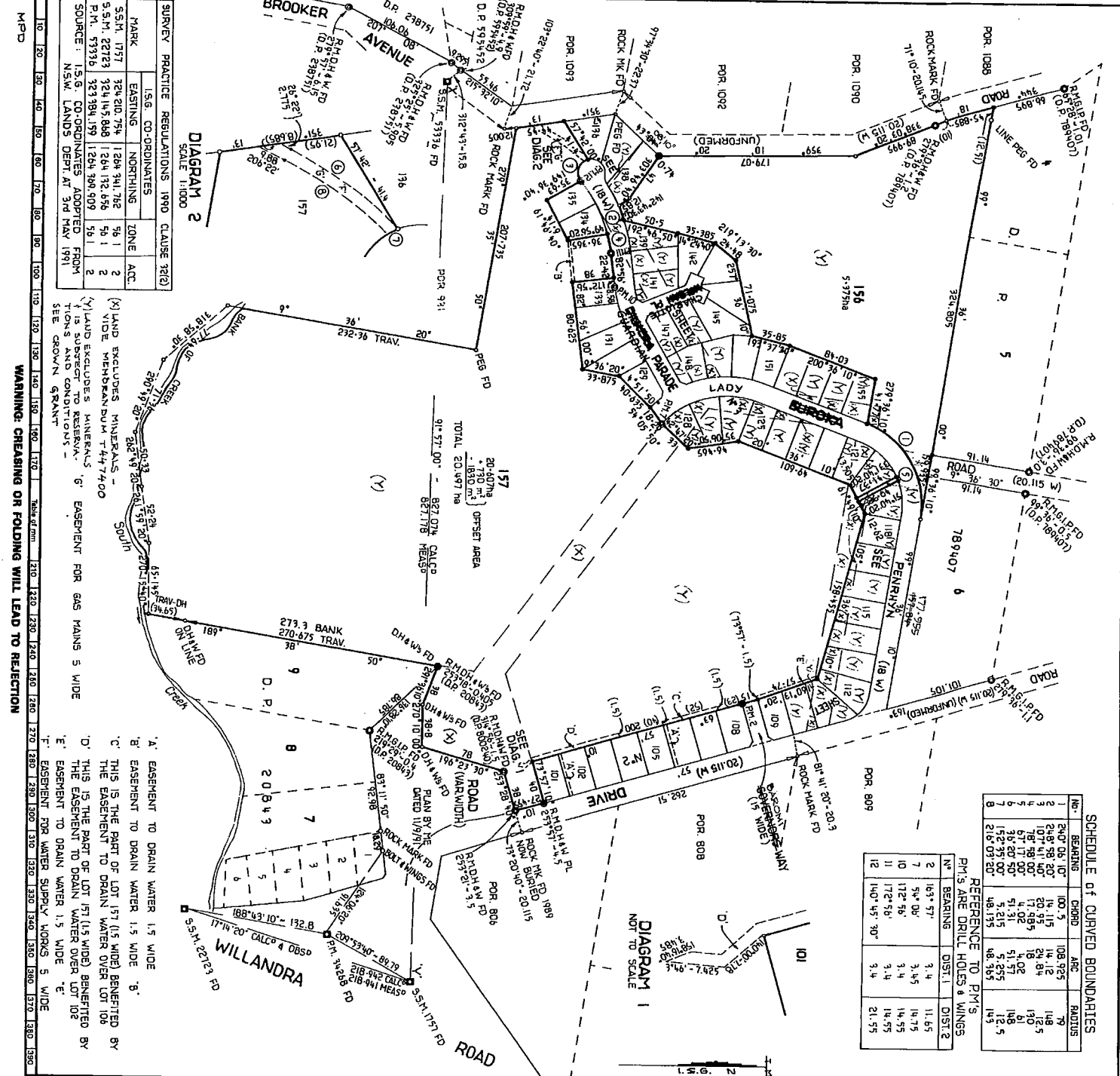
Paul Farrell

**Crown Lands Office Approval**  
 Land Approved: .....  
 Land / District: .....  
 Plan No: .....  
 Field Book: .....

**Council Clerk's Certificate**  
 I, the undersigned, Clerk of the Council of the Municipality of Warrington, do hereby certify that:  
 (a) the requirements of the Local Government Act, 1919 (now the Local Government Act, 1995) in relation to the requirements of Part 3 Division 2 of the Water Act 1987 and Water Supply Amendment Act 1987 have been complied with by the applicant in relation to the proposed .....  
 (b) the requirements of the Local Government Act, 1919 (now the Local Government Act, 1995) in relation to the requirements of Part 3 Division 2 of the Water Act 1987 and Water Supply Amendment Act 1987 have been complied with by the applicant in relation to the proposed .....  
 (c) the requirements of the Local Government Act, 1919 (now the Local Government Act, 1995) in relation to the requirements of Part 3 Division 2 of the Water Act 1987 and Water Supply Amendment Act 1987 have been complied with by the applicant in relation to the proposed .....  
 (d) the requirements of the Local Government Act, 1919 (now the Local Government Act, 1995) in relation to the requirements of Part 3 Division 2 of the Water Act 1987 and Water Supply Amendment Act 1987 have been complied with by the applicant in relation to the proposed .....  
 (e) the requirements of the Local Government Act, 1919 (now the Local Government Act, 1995) in relation to the requirements of Part 3 Division 2 of the Water Act 1987 and Water Supply Amendment Act 1987 have been complied with by the applicant in relation to the proposed .....  
 (f) the requirements of the Local Government Act, 1919 (now the Local Government Act, 1995) in relation to the requirements of Part 3 Division 2 of the Water Act 1987 and Water Supply Amendment Act 1987 have been complied with by the applicant in relation to the proposed .....  
 (g) the requirements of the Local Government Act, 1919 (now the Local Government Act, 1995) in relation to the requirements of Part 3 Division 2 of the Water Act 1987 and Water Supply Amendment Act 1987 have been complied with by the applicant in relation to the proposed .....  
 (h) the requirements of the Local Government Act, 1919 (now the Local Government Act, 1995) in relation to the requirements of Part 3 Division 2 of the Water Act 1987 and Water Supply Amendment Act 1987 have been complied with by the applicant in relation to the proposed .....  
 (i) the requirements of the Local Government Act, 1919 (now the Local Government Act, 1995) in relation to the requirements of Part 3 Division 2 of the Water Act 1987 and Water Supply Amendment Act 19andra

Surveyor's Reference: 1524/1

Plan Drawing only to appear in this space



**SCHEDULE OF CURVED BOUNDARIES**

No.	BEARING	CHORD	ARC	RADIUS
1	240° 05' 10"	100.5	105.932	79
2	240° 58' 20"	14.115	14.12	148
3	107° 41' 40"	20.975	24.84	12.5
4	78° 38' 00"	17.989	18	102
5	67° 17' 00"	4.02	4.02	18.5
6	153° 20' 00"	5.315	5.315	18.5
7	153° 20' 00"	48.363	48.363	18.5

**REFERENCE TO P.M'S**

No.	BEARING	DIST. 1	DIST. 2
2	143° 57'	3.4	11.65
7	94° 06'	3.45	14.75
10	172° 56'	3.4	14.55
11	172° 56'	3.4	14.55
12	140° 45' 30"	3.4	21.55

P.M'S ARE DRILL HOLES & WINGS

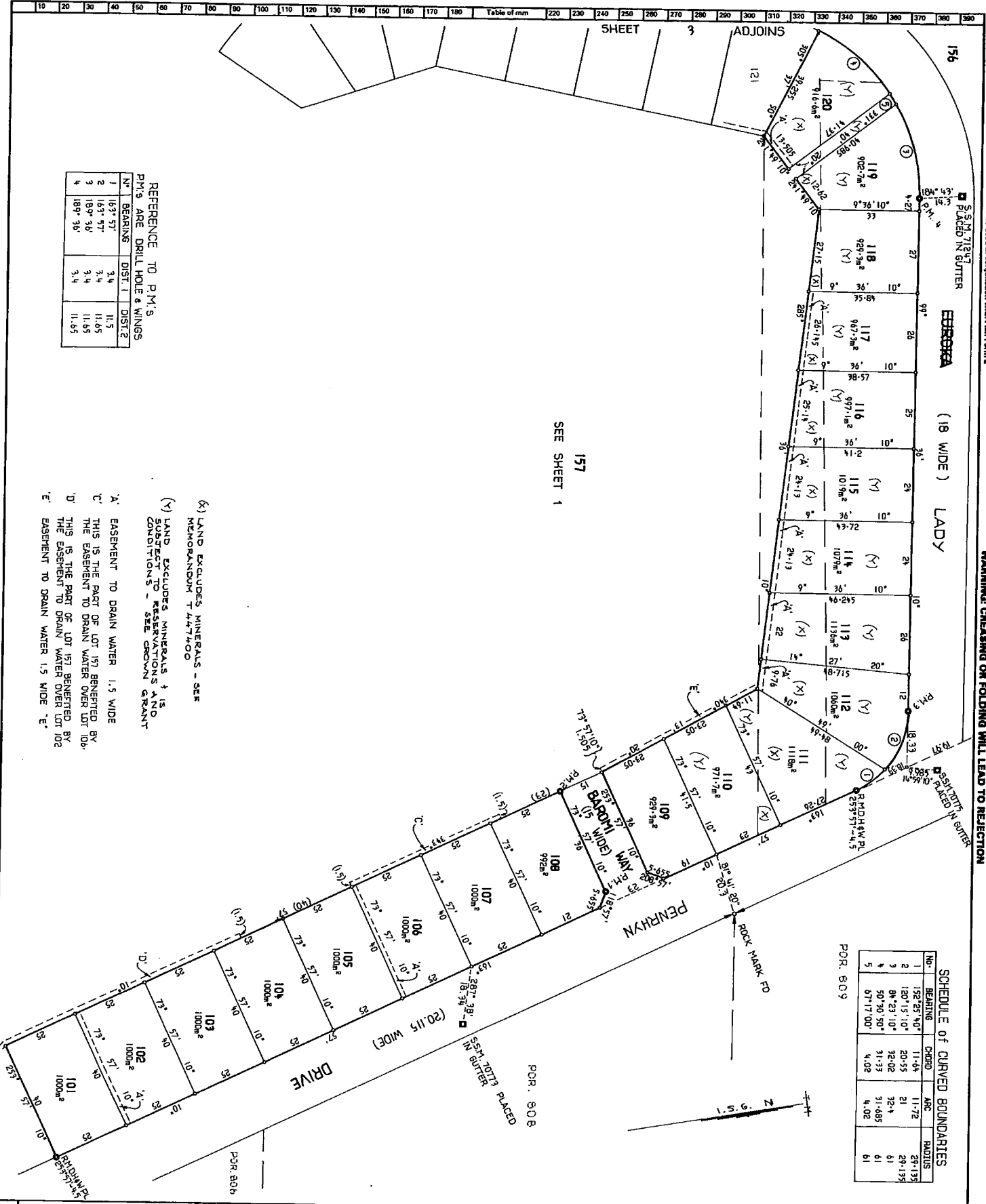
**DP 813471**  
 Registered: 6.2.1992  
 C.A.:  
 Title System: TORRENS  
 Purpose: SUBDIVISION  
 Ref. Map: U1860-5/U1860-61  
 Last Plan: D.P. 809407  
 PLAN OF SUBDIVISION OF PORTIONS 562-926 INC. 568-930 INC. LOTS 1, 2 & 3 IN D.P. 789407 AND LOT 501 IN D.P. 800240  
 Lengths are in metres. Reduction Ratio: 1:2500  
 Name/Share: WARRINGAH SHIP  
 Locality: BEACON HILL  
 Parish: MANLY COVE  
 County: CUMBERLAND  
 This is sheet 1 of my plan in 3 sheets.  
 (Delete if inapplicable)  
 KENT GRANVILLE JONES  
 of CHANG & RHODES PTY LTD  
 of 201 BRIDGE STREET, SYDNEY 2102  
 a solicitor, hereby certify that the survey represented in this plan was carried out in accordance with the Survey Act 1919 (now the Survey Act 1995) and was completed on 24th SEPTEMBER 1991.  
 Signature: .....  
 Date: 24th SEPTEMBER 1991  
 Surveyor's registration number: 12228 as amended.  
 Plans used in preparation of survey/completion:  
 D.P. 80845 D.P. 800240  
 D.P. 808151 D.P. 800230  
 D.P. 585452 C.P. 2724 2030  
 D.P. 789407  
**PLAN FOR USE ONLY for statements of intention to dedicate public easements, public reserves, drainage easements, restrictions on the use of land or positive covenants.**  
 Pursuant to Sec. 81 of the Public Works Act and Sec. 15(9) of the Housing Act 1979 it is intended to precipitate as public highway:-  
 1) BURDIA DRIVE  
 2) BARONI WAY  
 3) DILKERA PARADE  
 4) VOLSHAW PLACE  
 Pursuant to Sec. 88B of the Conveyancing Act 1919, it is intended to create:-  
 1) EASEMENT TO DRAIN WATER 1.5 WIDE 'A'  
 2) EASEMENT TO DRAIN WATER 1.5 WIDE 'B'  
 3) EASEMENT TO DRAIN WATER 1.5 WIDE 'C'  
 4) RESTRICTIONS ON USE OF LAND  
 5) EASEMENT FOR WATER SUPPLY WORKS 5 WIDE  
 6) EASEMENT FOR GAS MAINS 5 WIDE  
 7) EASEMENT FOR GAS MAINS 5 WIDE  
 where any lot shown herein abuts a non-extended street or road, the boundary of the street or road and not to the middle line thereof.

OFFICE USE ONLY

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY



REFERENCE TO P.M.'S  
 P.M.'S ARE DRILL HOLE & WINGS

N°	BEARING	DIST. 1	DIST. 2
1	163° 57'	3.4	11.5
2	163° 57'	3.4	11.45
3	189° 36'	3.4	11.65
4	189° 36'	3.4	11.55

- (X) LAND EXCLUDES MINERALS - SEE MEMORANDUM T 447400
- (Y) LAND EXCLUDES MINERALS & IS SUBJECT TO RESERVATIONS AND CONDITIONS - SEE CROWN GRANT
- A' EASEMENT TO DRAIN WATER 1.5 WIDE
- B' THIS IS THE PART OF LOT 157 BENEFITED BY THE EASEMENT TO DRAIN WATER OVER LOT 106.
- C' THIS IS THE PART OF LOT 157 BENEFITED BY THE EASEMENT TO DRAIN WATER OVER LOT 102
- D' EASEMENT TO DRAIN WATER 1.5 WIDE
- E' EASEMENT TO DRAIN WATER 1.5 WIDE

SEE SHEET 1

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	152°25'10"	11.44	11°72'	29.135
2	120°15'10"	20.55	21°	29.135
3	84°23'10"	32.02	32°4'	61
4	50°30'50"	31.33	31°46'5"	61
5	67°17'00"	4.02	4°02'	61

P.O.R. 509

DP 813471

Registered: *[Signature]* G.2.1992

This is a plan of the plan of the land shown in 3. Amended dated 15th September 1991

Surveyor registered under Surveyors Act 1999

*[Signature]*

This is a plan of the plan of the land shown in 3. Amended dated 15th September 1991

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

Council Clerk

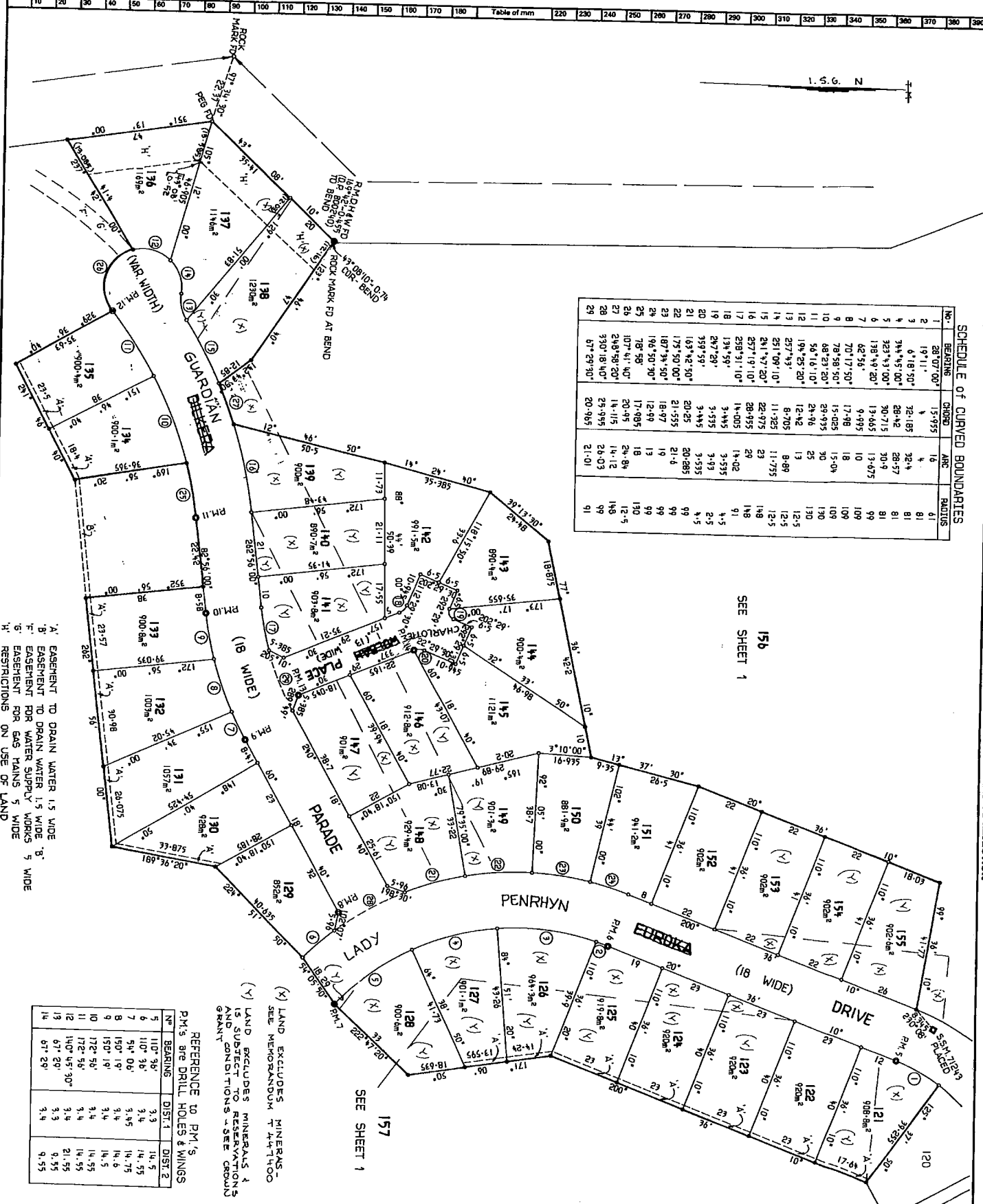
Reduction Ratio: 1:800  
 SURVEYOR'S REFERENCE: 152V/1  
 COS. 3

To be used in conjunction with Plan Form 2

WARNING: CREATING OR FOLDING WILL LEAD TO REFLECTION

**SCHEDULE OF CURVED BOUNDARIES**

No.	BEARING	CHORD	ARC	RADIUS
1	28°07'00"	15.955	16	61
2	19°11'	32.187	32.4	81
3	6°18'50"	88.42	28.57	81
4	344°45'00"	90.715	30.7	81
5	323°43'00"	13.065	13.075	81
6	138°49'20"	9.995	10	99
7	62°56'	17.98	18	109
8	70°17'50"	15.025	15.04	109
9	78°58'50"	28.935	30	130
10	68°23'20"	24.96	25	125
11	56°16'10"	12.42	13	130
12	194°25'20"	8.785	8.89	12.5
13	257°43'	11.755	12.5	12.5
14	251°09'10"	22	23	148
15	241°47'20"	28.975	29	188
16	237°19'10"	14.005	14.02	91
17	238°31'10"	3.445	3.535	4.5
18	134°59'	3.445	3.535	2.5
19	287°29'	3.445	3.535	4.5
20	359°50'	20.235	20.285	99
21	163°42'50"	21.555	21.6	99
22	175°50'00"	12.99	13	99
23	187°34'50"	17.985	18	99
24	196°50'30"	20.495	20.495	14.12
25	78°58'	18	18	14.12
26	107°41'40"	25.995	25.995	14.12
27	248°58'20"	20.965	20.965	14.12
28	330°18'40"	21.01	21.01	14.12
29	87°29'30"	20.965	20.965	14.12



SEE SHEET 1  
15b

SEE SHEET 1

SHEET 2 ADJOINS

REFERENCE TO P.M.'S  
P.M.'S ARE DRILL HOLES & WINGS

No.	BEARING	DIST. 1	DIST. 2
5	110° 36'	3.3	14.5
6	110° 36'	3.4	14.55
7	54° 06'	3.45	14.75
8	150° 19'	3.4	14.6
9	150° 19'	3.4	14.5
10	172° 56'	3.4	14.55
11	172° 56'	3.4	14.55
12	140° 45' 30"	3.4	21.55
13	67° 20'	3.3	9.55
14	67° 29'	3.4	9.55

(X) LAND EXCLUDES MINERALS - SEE MEMORANDUM T 44-7100  
 (Y) LAND SUBJECT TO RESERVATIONS & LAND CONDITIONS - SEE CROWN GRANT

Plan Drawing only to appear in this space

Reduction Ratio 1: 800

Supervisors REFERENCE: 1524/1

DP 813471

Registered: 6.2.1992

This is plan 3 of plan in 3 sheets dated 24th September 1991

Surveyor registered under Surveyors Act 1928

This is part of the plan of the land covered by the plan No.

Council Owner

For use where shown as insufficient in any part on Plan Form 2

OFFICE USE ONLY

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

Lengths are in Metres

Sheet 1 of 6 Sheets

Plan:

Subdivision of Pors 922 - 926 incl., Por  
928 - 930 incl., Lots 1, 2 & 3 D.P.789407  
and Lot 501 D.P.800240

**DP813471**

PART I

Full name and address of  
Proprietor of land:

N.S.W. LAND & HOUSING CORPORATION,  
23 - 31 Moore Street,  
LIVERPOOL, N.S.W. 2170

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

EASEMENT TO DRAIN WATER 1.5 WIDE

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

102

106

112

113

114

115

116

117

120

121

122

123

124

125

126

127

130

131

132

133

134

135

Lots Benefited

That part of Lot 157 marked 'D' on  
abovementioned plan

That part of Lot 157 marked 'C' on  
abovementioned plan

113, 114, 115, 116, 117 & 118

114, 115, 116, 117 & 118

115, 116, 117 & 118

116, 117 & 118

117 & 118

118

121, 122, 123, 124, 125, 126, 127 & 128

122, 123, 124, 125, 126, 127 & 128

123, 124, 125, 126, 127 & 128

124, 125, 126, 127 & 128

125, 126, 127 & 128

126, 127 & 128

127 & 128

128

129

129, 130

129, 130 & 131

129, 130, 131 & 132

129, 130, 131, 132, 133 & that part of Lot

157 marked 'B' on abovementioned plan

129, 130, 131, 132, 133, 134 & that part of

Lot 157 marked 'B' on abovementioned plan

THE BODY OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE TERMS OF THE EASEMENT FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN IS THE NEW SOUTH WALES LAND AND HOUSING CORPORATION OR THE COUNCIL OF THE SHIRE OF WARRINGAH. THE COST AND EXPENSE OF ANY SUCH RELEASE, VARIATION OR MODIFICATION SHALL BE BORNE BY THE PERSON OR CORPORATION REQUESTING THE SAME IN ALL RESPECTS.

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

EASEMENT TO DRAIN WATER 1.5 WIDE "E"

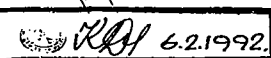
SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

157

Lots Benefited

112, 113, 114, 115, 116, 117 & 118

REGISTERED  6.2.1992

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

Lengths are in Metres

Sheet 2 of 6 Sheets

Plan:

Subdivision of Pors 922 - 926 incl., Por  
928 - 930 incl., Lots 1, 2 & 3 D.P.789407  
and Lot 501 D.P.800240

**DP813471**

PART I

Full name and address of  
Proprietor of land:

N.S.W. LAND & HOUSING CORPORATION,  
23 - 31 Moore Street,  
LIVERPOOL, N.S.W. 2170

THE BODY OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE TERMS OF THE EASEMENT SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN IS THE NEW SOUTH WALES LAND AND HOUSING CORPORATION OR THE COUNCIL OF THE SHIRE OF WARRINGAH. THE COST AND EXPENSE OF ANY SUCH RELEASE, VARIATION OR MODIFICATION SHALL BE BORNE BY THE PERSON OR CORPORATION REQUESTING THE SAME IN ALL RESPECTS.

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

EASEMENT TO DRAIN WATER 1.5 WIDE "B"

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

157

Lots Benefited

129, 130, 131, 132 & 133

THE BODY OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE TERMS OF THE EASEMENT THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN IS THE NEW SOUTH WALES LAND AND HOUSING CORPORATION OR THE COUNCIL OF THE SHIRE OF WARRINGAH. THE COST AND EXPENSE OF ANY SUCH RELEASE, VARIATION OR MODIFICATION SHALL BE BORNE BY THE PERSON OR CORPORATION REQUESTING THE SAME IN ALL RESPECTS.

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

RESTRICTIONS ON USE OF LAND

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Each lot except 156 & 157

Lots Benefited

Every other lot except 156 & 157

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

RESTRICTIONS ON USE OF LAND

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

136, 137, 138

Lots Benefited

The Council of the Shire of Warringah

REGISTERED *Handwritten Signature* 6.2.1992.

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

Lengths are in Metres

Sheet 3 of 6 Sheets

Plan: DP 813471

Subdivision of Pors 922 - 926 incl., Por 928 - 930 incl., Lots 1, 2 & 3 D.P.789407 and Lot 501 D.P.800240

PART I

Full name and address of Proprietor of land:

N.S.W. LAND & HOUSING CORPORATION,  
23 - 31 Moore Street,  
LIVERPOOL, N.S.W. 2170

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

EASEMENT FOR WATER SUPPLY WORKS 5 WIDE

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Name of Authority Benefited

157

Water Board

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

EASEMENT FOR GAS MAINS 5 WIDE

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Land Benefited

157

Land in Plan lodged with Primary Application No. 36868 comprised in Certificate of Title Volume 6524 in Folio 157.

*M. J. Smith*

REGISTERED *RLP* 6.2.1992

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

Lengths are in Metres

Sheet 4 of 6 Sheets

Plan: DP 813471

Subdivision of Pors 922 - 926 incl., Por  
928 - 930 incl., Lots 1, 2 & 3 D.P.789407  
and Lot 501 D.P.800240

PART II

Full name and address of  
Proprietor of land:

N.S.W. LAND & HOUSING CORPORATION,  
23 - 31 Moore Street,  
LIVERPOOL, N.S.W. 2170

4. TERMS OF RESTRICTIONS ON USE OF LAND FOURTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

- (a) No fence shall be erected on each Lot burdened to divide it from any adjoining land owned by the New South Wales Land and Housing Corporation without the consent of the New South Wales Land and Housing Corporation or its successors other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to the New South Wales Land and Housing Corporation or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by the New South Wales Land and Housing Corporation or its successors other than purchasers on sale.
- (b) No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said Lot is for sale) without the prior written consent of the New South Wales Land and Housing Corporation or its successors.
- (c) (i) No building or buildings shall be erected on each lot burdened other than with external walls of brick and/or concrete and/or stone and/or glass and/or timber. Timber and/or glass shall not be used in external walls except in conjunction with all or any of the above material and the proportion of the combined areas of timber and/or glass shall not exceed 25% of the total area of the external walls PROVIDING THAT nothing herein contained shall prevent the erection of a brick veneer building.
- (ii) No main building shall be erected on each lot burdened having a minimum floor area (excluding the floor area of any attached garage or carport) of less than 170 square metres.
- (iii) This restriction as to use shall be effective for a period of five (5) years from the date of registration of the Deposited Plan in relation to the lot and from that point it will cease to be effective.

THE BODY OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE TERMS OF THE RESTRICTIONS ON USE OF LAND FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN IS THE NEW SOUTH WALES LAND AND HOUSING CORPORATION OR THE COUNCIL OF THE SHIRE OF WARRINGAH. THE COST AND EXPENSE OF ANY SUCH RELEASE, VARIATION OR MODIFICATION SHALL BE BORNE BY THE PERSON OR CORPORATION REQUESTING THE SAME IN ALL RESPECTS.

*M. J. Smith*

REGISTERED 6.2.1992.

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

Lengths are in Metres

Sheet 5 of 6 Sheets

Plan: DP 813471

Subdivision of Pors 922 - 926 incl., Por  
928 - 930 incl., Lots 1, 2 & 3 D.P.789407  
and Lot 501 D.P.800240

PART II

Full name and address of  
Proprietor of land:

N.S.W. LAND & HOUSING CORPORATION,  
23 - 31 Moore Street,  
LIVERPOOL, N.S.W. 2170

5. TERMS OF RESTRICTIONS ON USE OF LAND FIFTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

- (i) No habitable structure may be erected or be permitted to remain on the land marked <sup>LG</sup><sub>H</sub> on the abovementioned plan.
- (ii) No combustible material including undergrowth and trees up to a trunk diameter of 100mm shall be permitted to remain on the land marked <sup>LG</sup><sub>H</sub> on the abovementioned plan.

BODY OR AUTHORITY HAVING THE POWER TO RELEASE, VARY OR MODIFY THE TERMS OF THE RESTRICTIONS ON USE OF LAND FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN IS THE COUNCIL OF THE SHIRE OF WARRINGAH.

6. TERMS OF EASEMENT FOR WATER SUPPLY WORKS 5 WIDE SIXTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

An Easement for Water Supply Works 5 wide in the terms set out in Memorandum X342178 filed in the Land Titles Office. For the purposes of this Instrument, references within Memorandum X342178 to the "Transferee" shall be taken to be references to the Authority hereby benefited and references to the "Transferor" shall be taken to be references to the Registered Proprietor from time to time of the land burdened, AND FURTHER, references to "the said land" shall be taken as references to the site of the subject easement hereby created.

NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE EASEMENT SIXTHLY REFERRED TO IN ABOVEMENTIONED PLAN IS THE WATER BOARD.

7. TERMS OF EASEMENT FOR GAS MAINS SEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

Full and free right, liberty and licence for the proprietor for the time being of the land benefited (the "Proprietor") its officers, agents servants, workmen and contractors to lay down, construct, place, use, operate, examine, re-lay, alter, renew, cleanse, repair, maintain and remove mains, pipes and other apparatus (which mains, pipes and other apparatus are hereinafter called "the apparatus") for the conveyance of natural gas, artificial gas, liquid petroleum gas, oil and other hydrocarbons whether in a gaseous, liquid or solid state and any products or by-products thereof (hereinafter called "the substance") and for purposes incidental thereto in, through, under and across the servient tenement AND for the free and uninterrupted right of flow of the substances through the apparatus in, through, under and across the servient tenement TOGETHER WITH right of support at all times of the apparatus as may for the time being or hereafter be in or upon the lots affected AND TOGETHER WITH power for the Proprietor, its officers, agents servants, workmen and contractors for any of the purposes aforesaid or incidental thereto to

*Handwritten signature*  
REGISTERED 62.1992.

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

Lengths are in Metres

Sheet 6 of 6 Sheets

Plan: DP 813471

Subdivision of Pors 922 - 926 incl., Por  
928 - 930 incl., Lots 1, 2 & 3 D.P.789407  
and Lot 501 D.P.800240

PART II

Full name and address of  
Proprietor of land:

N.S.W. LAND & HOUSING CORPORATION,  
23 - 31 Moore Street,  
LIVERPOOL, N.S.W. 2170

enter, go, return, pass and re-pass with or without vehicles upon, along or over the said land and make and sink excavations and cuttings and bring and place thereon and remove therefrom such materials, implements, machinery, plant, tools, equipment and things as may be necessary provided that should the Proprietor in the exercise of its rights aforesaid open or break up the servient tenement it shall upon completion of such work restore the surface to its former conditions so far as shall be reasonably practicable but the Proprietor shall not be obliged to restore or rebuild any building structure, roadway, pavement, pipeline cable or other improvement, erected upon, through or under the servient tenement AND FURTHER no building, structure, roadway, pavement, pipeline cable or other improvement upon or under the land affected shall be erected without the prior consent in writing of the proprietor.

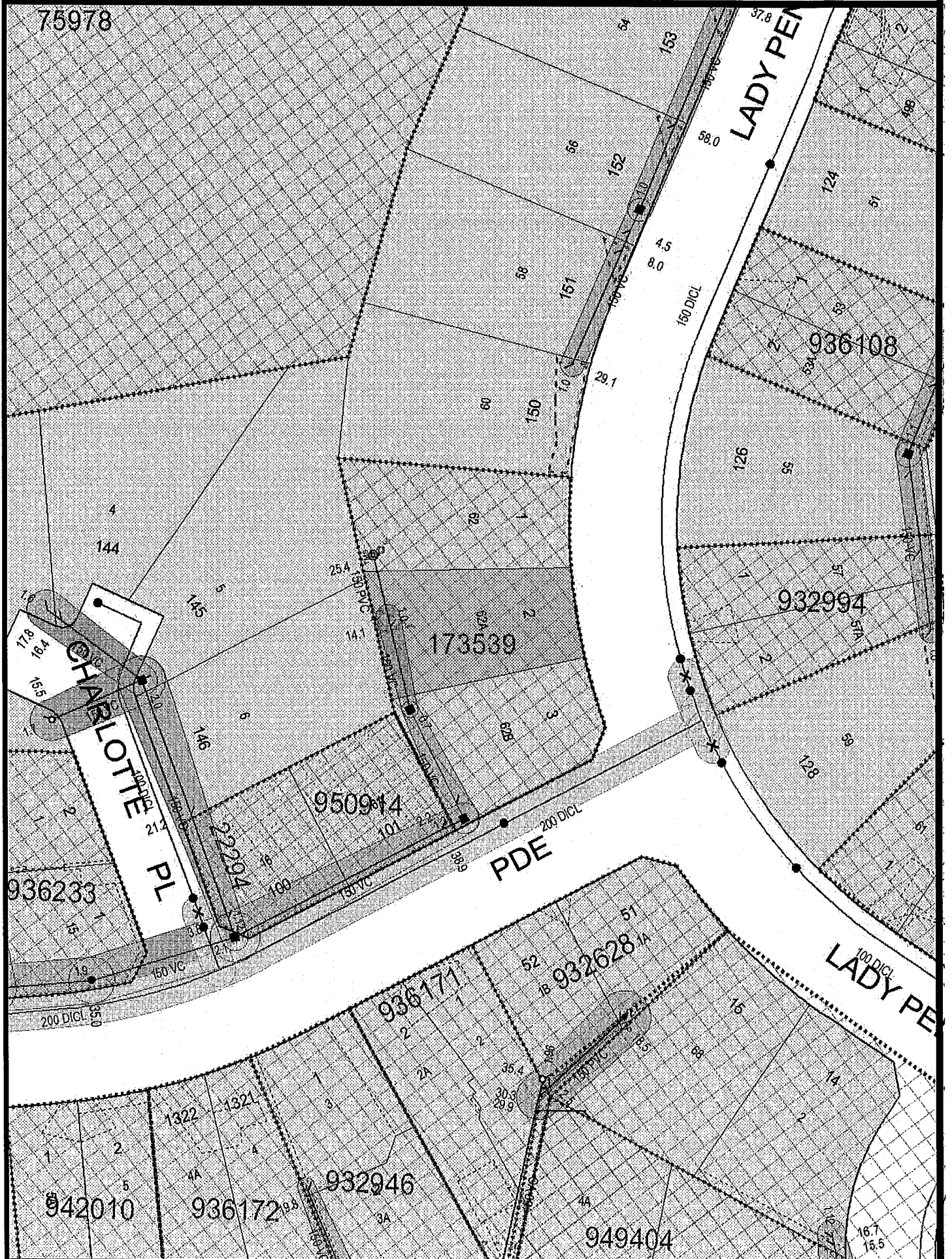
SIGNED BY ME PAUL FARNILL )  
AS DELEGATE OF THE NEW SOUTH WALES )  
LAND AND HOUSING CORPORATION WHO )  
HEREBY DECLARES THAT HE HAS NO )  
NOTICE OF THE REVOCATION OF THE )  
DELEGATION )  
IN THE PRESENCE OF )



NEW SOUTH WALES LAND AND HOUSING CORPORATION  
By its Delegate

*S. Lamb*  
.....

REGISTERED *KR* 6.2.1992.



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

23 April 2021

**Sai Global Pty Ltd**

**Reference number: 8000659834**

**Property address: 62A Lady Penrhyn Dr Beacon Hill NSW 2100**

## **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



Greg Staveley  
Manager Business Customers



northern  
beaches  
council

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

**Applicant:** SAI Global Property (Melbourne)  
PO Box 447  
SOUTHBANK VIC 3205

**Reference:** 65689341  
**Date:** 17/12/2020  
**Certificate No.** ePLC2020/8091

**Address of Property:** 62A Lady Penrhyn Drive BEACON HILL NSW 2100  
**Description of Property:** Lot 2 DP 1244838

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### Planning Certificate – Part 2

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

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

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

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

Warringah Local Environmental Plan 2011

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

State Environmental Planning Policy 19 – Bushland in Urban Areas  
State Environmental Planning Policy 21 – Caravan Parks  
State Environmental Planning Policy 33 – Hazardous and Offensive Development  
State Environmental Planning Policy 50 – Canal Estate Development  
State Environmental Planning Policy 55 – Remediation of Land  
State Environmental Planning Policy 64 – Advertising and Signage  
State Environmental Planning Policy 65 – Design Quality of Residential Apartment Development  
State Environmental Planning Policy No 70—Affordable Housing (Revised Schemes)  
State Environmental Planning Policy (Affordable Rental Housing) 2009  
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004  
State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017  
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008  
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004  
State Environmental Planning Policy (Infrastructure) 2007

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007  
State Environmental Planning Policy (State and Regional Development) 2011  
State Environmental Planning Policy (State Significant Precincts) 2005  
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017  
State Environmental Planning Policy (Primary Production and Rural Development) 2019  
State Environmental Planning Policy (Koala Habitat Protection) 2019  
Sydney Regional Environmental Plan No 20-Hawkesbury-Nepean River (No 2-1997)  
Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005  
Sydney Regional Environmental Plan No 9-Extractive Industry (No 2-1995)

## **1.2 Draft Environmental Planning Instruments**

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

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

Draft State Environmental Planning Policy (Environment)  
Draft State Environmental Planning Policy (Short-term Rental Accommodation) 2019  
Amendment to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008  
Draft Remediation of Land State Environmental Planning Policy (intended to replace State Environmental Planning Policy 55)

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

## **1.3 Development Control Plans**

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

Warringah Development Control Plan 2011

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

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

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

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

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

**EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011**

**Zone R2 Low Density Residential**

## **1 Objectives of zone**

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

## **2 Permitted without consent**

Home-based child care; Home occupations

## **3 Permitted with consent**

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

## **4 Prohibited**

Any development not specified in item 2 or 3

## **Additional permitted uses**

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

Nil

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

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

## **(f) Critical habitat**

The land does not include or comprise critical habitat.

## **(g) Conservation areas**

The land is not in a heritage conservation area.

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

The land does not contain an item of environmental heritage.

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

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

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

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

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

## **3. Complying Development**

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

### **a) Housing Code**

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

### **b) Rural Housing Code**

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

### **c) Low Rise Housing Diversity Code**

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

### **d) Greenfield Housing Code**

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

### **e) Housing Alterations Code**

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

### **f) General Development Code**

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

### **g) Commercial and Industrial Alterations Code**

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

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

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

### **i) Container Recycling Facilities Code**

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

### **j) Subdivisions Code**

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

#### **k) Demolition Code**

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

#### **l) Fire Safety Code**

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

#### **m) 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*.

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

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

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

### **5. Mine Subsidence**

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

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

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

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

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

Nil

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

#### **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.

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

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

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

Environmental planning instrument referred to in Clause 1 does not make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

### **9. Contribution plans**

The following applies to the land:

**Northern Beaches Section 7.12 Contributions Plan 2019**

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

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

### **10. Biodiversity Stewardship Sites**

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

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

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

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

#### **Bush Fire Prone Land**

All of the land is bush fire prone land.

## **12. Property vegetation plans**

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

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

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

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

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

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

- (a) There is not a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land.
- (b) No condition of consent applies to the property that limits the kind of people who may occupy the premises/ development. This refers only to consents granted after 11 October 2007 with conditions made in accordance with clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*.

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

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

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

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

## **18. Paper subdivision information**

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

## **19. Site verification certificates**

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

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

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

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

Contact NSW Fair Trading for more information.

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

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

In this clause:

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

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

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

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

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

(e) the land to which the certificate relates is not the subject of a site audit statement

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

## **Planning Certificate – Part 5**

ePLC2020/8091

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

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

### **Company Title Subdivision**

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

### **District Planning**

Under the Greater Sydney Regional Plan – A Metropolis of Three Cities 2018, the Greater Sydney Commission sets a planning framework for a metropolis of three cities across Greater Sydney which reach across five Districts. Northern Beaches is located within the 'Eastern Harbour City' area and is in the North District which forms a large part of the Eastern Harbour City. The North District Plan sets out planning priorities and actions for the growth of the North District, including Northern Beaches. Northern Beaches Council is preparing a Local Strategic Planning Statement which will give effect to the District Plan based on local characteristics and opportunities and Council's own priorities in the community.

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

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

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

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

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

- Transfer the planning controls for land within the B2 Oxford Falls Valley and C8 Belrose North localities of WLEP 2000 into the best fit zones and land use controls under WLEP 2011

- Rezone the majority of the subject land to E3 Environmental Management under WLEP 2011
- Rezone smaller parcels of land to E4 Environmental Living, RU4 Primary Production Small Lots, SP2 Infrastructure, SP1 Special Activities, R5 Large Lot Residential and R2 Low Density Residential under WLEP 2011
- Include various parcels of land as having additional permitted uses under Schedule 1 of WLEP 2011

**Council resolution:** 24 February 2015

**Planning Proposal - Manly Warringah War Memorial State Park (Wakehurst Parkway, Allambie Heights)**

**Applies to: Crown Land:** Lots 76 and 77 DP 504237; Lot 2 DP 710023.

**Outline:** Proposed amendment to WLEP 2011 to:

- Amend Land Zoning Map to change the zoning from R2 (Low Density Residential) to RE1 (Public Recreation) for Lots 76 and 77 DP 504237, Lot 2 DP 710023.
- Amend Height of Building Map and Minimum Lot Size Map to remove the residential development standards for height and minimum lot size from all of the subject lots.

**Council resolution:** 28 May 2019, 29 September 2020

**Planning Proposal - Pittwater Road and Albert Street, Narrabeen**

**Applies to:** 1294 - 1300 Pittwater Road and 2 - 4 Albert Street, Narrabeen

**Outline:** Amends WLEP 2011 to:

- Amend Height of Building Map to increase height from 8.5m to 11m (excluding lot 1 DP613544 and part lot 8C DP200030).
- Amend Schedule 1 to allow "shop top housing" on the site.
- To seek an affordable housing contribution in conjunction with future redevelopment of the land.

**Council resolution:** 28 May 2019

**Additional Information Applying To The Land**

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

Nil

**General Information**

**Threatened Species**

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

Potential threatened species could include:

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

(b) one or more of the following threatened ecological communities as described in the final

determination of the scientific committee to list the ecological communities under Schedule 2 of the *Biodiversity Conservation Act 2016*:

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

#### **Bush fire**

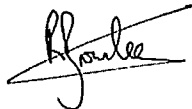
Certain development may require further consideration under section 79BA or section 91 of the Environmental Planning and Assessment Act 1979, and section 100B of the Rural Fires Act, 1997 with respect to bush fire matters. Contact NSW Rural Fire Service.

#### **Aboriginal Heritage**

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

#### **Coastal Erosion**

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



**Ray Brownlee PSM**  
Chief Executive Officer  
17/12/2020



**Anthony Protas Consulting Pty Ltd**  
BUILDING REGULATIONS CONSULTANTS

## FINAL OCCUPATION CERTIFICATE P200044/01

Issued under Part 4A of the Environmental Planning and Assessment Act 1979 Sections 109C(1)(C) and 109H (Occupation/Use of a New Building)

### APPLICANT DETAILS

<b>Applicant:</b>	Mr. Daniel Cheung C/- Keep Properties Pty Ltd
<b>Address:</b>	45 Wycombe Road, Kurraba Point NSW 2089
<b>Phone:</b>	0402 173 486
<b>Email:</b>	danielcheung86@outlook.com

### OWNER DETAILS

<b>Name of the person having benefit of the development consent:</b>	Mr. Daniel Cheung C/- Keep Properties Pty Ltd
<b>Address:</b>	45 Wycombe Road, Kurraba Point NSW 2089
<b>Phone:</b>	0402 173 486

### RELEVANT CONSENTS

<b>Consent Authority / Local Government Area:</b>	Northern Beaches Council
<b>Complying Development Certificate Number:</b>	P200044/01
<b>Decision Made Under:</b>	SEPP (Exempt and Complying Development Codes) 2008/General Housing Code

### PROPOSAL

<b>Address of Development:</b>	62A Lady Penrhyn Drive, Beacon Hill NSW 2100
<b>Building Classification:</b>	1a
<b>Scope of Building Works Covered by this Notice:</b>	Construction of a new two (2) storey residential dwelling including driveway.
<b>Attachments:</b>	Schedule 1
<b>Fire Safety Schedule:</b>	N/A
<b>Exclusions:</b>	

### PRINCIPAL CERTIFYING AUTHORITY

<b>Certifying Authority:</b>	Anthony Protas
<b>Accreditation Body:</b>	Building Professionals Board BDC0332

### DETERMINATION

<b>Approval Date:</b>	25/02/2021
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**Anthony Protas Consulting Pty Ltd**  
BUILDING REGULATIONS CONSULTANTS

*I, Anthony Protas, as the certifying authority, certify that:*

- *I have been appointed as the Principal Certifying Authority under s109E;*
- *A current Development Consent or Complying Development Certificate is in force with respect to the building;*
- *A Complying Development Certificate has been issued with respect to the plans and specifications for the building;*
- *The building is suitable for occupation or use in accordance with its Classification under the Building Code of Australia;*
- *Where required, a final Fire Safety Certificate has been issued for the building;*
- *Where required, a report from the Commissioner of Fire Brigades has been considered.*



Anthony Protas

N.B. Right of Appeal: Under s109K, where the Certifying Authority is Council, an applicant may appeal to the Land & Environment Court against the refusal to issue an Occupation Certificate within 12 months from the date of the decision.

**SCHEDULE 1: DOCUMENTATION RELIED UPON TO ISSUE OCCUPATION CERTIFICATE P200044/01**

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As attached.



# Certificate in respect of insurance for residential building work

**Policy No:** HBCF20011951

**Policy Date:** 13/03/2020

A contract of insurance complying with sections 92 and 96 of the *Home Building Act 1989* (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the *State Insurance and Care Governance Act 2015*.

<b>Period of Insurance</b>	The contract of insurance provides cover for both the construction period and the warranty period.
<b>In respect of</b>	New Single Dwelling Construction
<b>Description of construction as advised by builder<sup>^</sup></b>	Construction of a new two storey residential dwelling including driveway
<b>At</b>	62A Lady Penryhn Drive Beacon Hill New South Wales 2100
<b>Site plan number<sup>^</sup></b>	NA
<b>Site plan type<sup>^</sup></b>	NA
<b>Homeowner</b>	Keep Properties Pty Ltd C/ Daniel Kam Shing Cheung
<b>Carried out by</b>	PCL & APR PTY LTD
<b>Licence number</b>	294392C
<b>Builder job number<sup>^</sup></b>	J0351
<b>Contract amount<sup>^</sup></b>	\$748,545.00
<b>Contract date<sup>^</sup></b>	29/08/2019
<b>Premium paid</b>	\$8,888.97
<b>Cost of additional products or services under contract</b>	Nil - no additional services.
<b>Price (including GST and Stamp Duty)</b> <small>Note: The total price does not include any brokerage or other costs to arrange the insurance contract.</small>	\$10,657.88

**<sup>^</sup>Additional information**

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at [www.icare.nsw.gov.au](http://www.icare.nsw.gov.au)

**Certificate No:** HBCF20011951

**Issued on:** 13/03/2020



**Nathan Agius, General Manager, General Lines Underwriting**  
**Signed on behalf of the insurer**

**icare™ HBCF**

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.

**IMPORTANT NOTE** Your contractor must give you either: (a) a certificate of combined cover OR (b) 2 certificates, one covering construction period cover and a second certificate covering the warranty period for the work.

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

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### Possession and tenancies

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

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

### Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

### Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
  - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the Environmental Planning and Assessment Act) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?

- (iii) please state the builder's name and licence number;
- (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.

17.

- (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
- (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?

18.

If a swimming pool is included in the sale:

- (a) did its installation or construction commence before or after 1 August 1990?
- (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
- (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
- (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
- (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
- (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.

19.

- (a) To whom do the boundary fences belong?
- (b) Are there any party walls?
- (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

#### **Affectations/Benefits**

20.

- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
  - (i) whether there are any existing breaches by any party to it;
  - (ii) whether there are any matters in dispute; and
  - (iii) whether the licensor holds any deposit, bond or guarantee.
- (b) In relation to such licence:
  - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
  - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

21.

Is the vendor aware of:

- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
- (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
- (c) any latent defects in the Property?

22.

Has the vendor any notice or knowledge that the Property is affected by the following:

- (a) any resumption or acquisition or proposed resumption or acquisition?
- (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
- (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
- (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
- (e) any realignment or proposed realignment of any road adjoining the Property?
- (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?

23.

- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
- (b) If so, do any of the connections for such services pass through any adjoining land?
- (c) Do any service connections for any other Property pass through the Property?

24.

Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

#### **Capacity**

25.

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

#### **Requisitions and transfer**

26.

If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.

27.

The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser

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

