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Contract for the sale and purchase of land 2016 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	**SKYLINE REAL ESTATE** 3/14 Frenchs Forest Road Frenchs Forest NSW 2086 email: stuart@skylinerealestate.com.au	phone (02) 9452 3444 fax (02) 9452 4555 ref Stuart Bath
co-agent	Not Applicable	phone fax ref
vendor	**PERPETUAL TRUSTEE COMPANY LIMITED** (ABN 42 000 001 007) Level 12, 123 Pitt Street, Sydney NSW 2000	
vendor's solicitor	**DIAMOND CONWAY** Level 7, 9 Hunter Street, Sydney 2000 DX 707 Sydney email: richardl@diamondconway.com.au	phone 02 9222 8000 fax 02 9222 8008 ref RAL:PER168755
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	**4 NEWELL PLACE, FRENCHS FOREST** Registered Plan: Lot **19** in Deposited Plan **220648** **Folio Identifier 19/220648** ☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☒ documents in the List of Documents as marked or numbered: ☐ other documents:	

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

inclusions	☐ blinds	☐ dishwasher	☒ light fittings	☐ stove
	☐ built-in wardrobes	☒ fixed floor coverings	☐ range hood	☐ pool equipment
	☐ clothes line	☐ insect screens	☐ solar panels	☐ TV antenna
	☒ curtains	☐ other:		

exclusions

purchaser

purchaser's
☐ solicitor
☐ conveyancer — email:

phone
fax
ref

price $

deposit $ _____ (10% of the price, unless otherwise stated)

balance $ _____

contract date (if not stated, the date this contract was made)

buyer's agent

vendor **witness**

~~**GST AMOUNT** (optional)~~
~~The price includes~~
~~GST of: $~~

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares **witness**

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Choices

vendor agrees to accept a ***deposit bond*** (clause 3)	☒ NO	☐ yes
proposed *electronic transaction* (clause 30)	☒ NO	☐ yes
parties agree that the deposit be invested (clause 2.9)	☐ NO	☒ yes

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

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

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

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

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

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 that is to be lodged with a relevant plan
- ☒ 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)
- ☒ 7 section 149(5) information included in that certificate
- ☐ 8 service location diagram (pipes)
- ☒ 9 sewerage service diagram (property sewerage 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 section 88G certificate (positive covenant)
- ☐ 12 survey report
- ☐ 13 building certificate given under *legislation*
- ☐ 14 insurance certificate (Home Building Act 1989)
- ☐ 15 brochure or warning (Home Building Act 1989)
- ☐ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 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

Swimming Pools Act 1992

- ☐ 24 certificate of compliance
- ☒ 25 evidence of registration
- ☐ 26 relevant occupation certificate
- ☒ 27 certificate of non-compliance
- ☐ 28 details reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 29 property certificate for strata common property
- ☐ 30 plan creating strata common property
- ☐ 31 strata by-laws not set out in *legislation*
- ☐ 32 strata development contract or statement
- ☐ 33 strata management statement
- ☐ 34 leasehold strata - lease of lot and common property
- ☐ 35 property certificate for neighbourhood property
- ☐ 36 plan creating neighbourhood property
- ☐ 37 neighbourhood development contract
- ☐ 38 neighbourhood management statement
- ☐ 39 property certificate for precinct property
- ☐ 40 plan creating precinct property
- ☐ 41 precinct development contract
- ☐ 42 precinct management statement
- ☐ 43 property certificate for community property
- ☐ 44 plan creating community property
- ☐ 45 community development contract
- ☐ 46 community management statement
- ☐ 47 document disclosing a change of by-laws
- ☐ 48 document disclosing a change in a development or management contract or statement
- ☐ 49 document disclosing a change in boundaries
- ☐ 50 certificate under Management Act – section 109 (Strata Schemes)
- ☐ 51 certificate under Management Act – section 26 (Community Land)

Other

- ☐ 52 Other:

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WARNING—
SWIMMING POOLS

An owner of a property on which a swimming pool is situated must ensure that the pool complies with the requirements of the *Swimming Pools Act 1992*. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

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.

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.

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. **This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.**

2. **The purchaser may rescind the contract at any time before 5 p.m. on the fifth business day after the day on which the contract was made, EXCEPT in the circumstances listed in paragraph 3.**

3. **There is NO COOLING OFF PERIOD:**

- **(a)** **if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or**
- **(b)** **if the property is sold by public auction, or**
- **(c)** **if the contract is made on the same day as the property was offered for sale by public auction but passed in, or**
- **(d)** **if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.**

4. **A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.**

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WARNINGS

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

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

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

2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**

3. **If any purchase money is owing to the Crown, it may become payable when the transfer is registered.**

4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**

5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**

6. **The purchaser will usually have to pay stamp duty 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 $2 million or more, 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.**

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 or mediation (for example mediation under the Law Society Mediation Model and Guidelines).

AUCTIONS

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

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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 –

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	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;
deposit-bond	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
document of title	document relevant to the title or the passing of title;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
requisition	an objection, question or requisition (but the term does not include a claim);
remittance amount	the lesser of 10% of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – • issued by a *bank* and drawn on itself; or • if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by giving cash (up to $2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.

2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.

2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

APPROVED FORMS FOR NSW 2016

3 Deposit-bond

3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).

3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.

3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.

3.4 The vendor must approve a replacement *deposit-bond* if –

3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and

3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –

3.5.1 the purchaser *serves* a replacement *deposit-bond*; or

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.

3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.

3.9 The vendor must give the purchaser the *deposit-bond* –

3.9.1 on completion; or

3.9.2 if this contract is *rescinded*.

3.10 If this contract is *terminated* by the vendor –

3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or

3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

3.11 If this contract is *terminated* by the purchaser –

3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or

3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –

4.1.1 the form of transfer; and

4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.

4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.

4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.

4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 The purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

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

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

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

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

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

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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; 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.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

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

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

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

9 Purchaser's default

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

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

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

9.2.1 for 12 months after the *termination*; or

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

9.3 sue the purchaser either –

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

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

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

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

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

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

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

10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;

10.1.6 a condition, exception, reservation or restriction in a Crown grant;

10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;

10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or

10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage or writ).

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

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10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –

12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or

12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

13.1 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act*.

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, pay an expense of another party or pay an amount 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 amount; but

13.3.2 if this contract says this sale is a taxable supply, and payment would entitle the *party* to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding 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, 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

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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.

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 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 adjust 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.

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

- **Purchaser**

16.7 On completion the purchaser must pay to the vendor, by cash (up to $2,000) or *settlement cheque* –
16.7.1 the price less:
- any deposit paid;
- if clause 31 applies, the *remittance amount*; and
- any amount payable by the vendor to the purchaser under this contract; and

16.7.2 any other amount payable by the purchaser under this contract.
16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.
16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
16.10 On completion the deposit belongs to the vendor.

- **Place for completion**

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

17 Possession

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

18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
18.2 The purchaser must not before completion –
18.2.1 let or part with possession of any of the *property*;
18.2.2 make any change or structural alteration or addition to the *property;* or
18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
18.3 The purchaser must until completion –
18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

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19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by fax to the *party's solicitor*, unless 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* includes a reference to any corresponding later *legislation*.

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

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

20.14 The details and information provided in this contract (for example, on pages 1 and 2) 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*.

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23 Strata or community title

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 –

'change', in relation to a scheme, means –

- a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified 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;

'common property' includes association property for the scheme or any higher scheme;

'contribution' includes an amount payable under a by-law;

'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;

'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;

'the *property*' includes any interest in common property for the scheme associated with the lot;

'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 sinking 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.

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 levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;

23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and

23.6.3 the purchaser is liable for all other contributions levied 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.

23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;

23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or

23.8.3 a past or future change in the scheme or a higher scheme.

23.9 However, the purchaser can *rescind* if –

23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;

23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –

- a proportional unit entitlement for the lot is not disclosed in this contract; or
- a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; or

23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.

23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot 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* a certificate under s109 Strata Schemes Management Act 1996 or s26 Community Land Management Act 1989 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.

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23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
23.17 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.
23.18 If a general meeting of the owners corporation is convened before completion –
23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
23.18.2 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 earnt 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.

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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) is restricted title land (land that cannot be transferred without consent under *legislation*).

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 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.

27.8 If the land or part 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.

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29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party serves* notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and

29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –

- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision; or
- the end of the time for the event to happen.

29.8 If the *parties* cannot lawfully complete without the event happening –

29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;

29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;

29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party serves* notice of the event happening.

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –

30.1.1 this contract says that it is a proposed *electronic transaction*; and

30.1.2 the purchaser *serves* a notice that it is an *electronic transaction within* 14 days of the contract date.

30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* if, at any time after it has been agreed that it will be conducted as an *electronic transaction,* a *party serves* a notice that it will not be conducted as an *electronic transaction*.

30.3 If, because of clause 30.2, 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;

associated with the agreement under clause 30.1; and

30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –

30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *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*;

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*;

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30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –

- after receipt of the purchaser's notice under clause 30.1.2; and
- before the receipt of a notice given under clause 30.2;

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 receipt of the notice under clause 30.1.2 –

30.5.1 create an *Electronic Workspace*;

30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and

30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.

30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –

30.6.1 *populate* the *Electronic Workspace* with *title data*;

30.6.2 create and *populate* an *electronic transfer*;

30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and

30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.

30.7 *Normally, within* 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –

30.7.1 join the *Electronic Workspace*;

30.7.2 create and *populate* an *electronic transfer*;

30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and

30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace* –

30.8.1 join the *Electronic Workspace*;

30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and

30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.

30.9 To complete the financial settlement schedule in the *Electronic Workspace* –

30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and

30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least 1 *business day* before the date for completion.

30.10 At least 1 *business day* before the date for completion, the *parties* must ensure that –

30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;

30.10.2 all certifications required by the *ECNL* are properly given; and

30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.

30.11 If completion takes place in the *Electronic Workspace* –

30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;

30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and

30.11.3 clauses 16.8, 16.12, 16.13, 31.2.2 and 31.2.3 do not apply.

30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –

30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

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30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –

- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *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
- 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 –

adjustment figures	details of the adjustments to be made to the price under clause 14;
certificate of title	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;
completion time	the time of day on the date for completion when the *electronic transaction* is to be settled;
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties*' *Conveyancing Transaction*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules;*
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
mortgagee details	the details which a *party* to the *electronic transaction* must provide about any *discharging mortgagee* of the *property* as at completion;
participation rules	the participation rules as determined by the *ENCL;*
populate	to complete data fields in the *Electronic Workspace*; and
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry.*

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies to contracts made on or after 1 July 2016 but 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 the purchaser's submission of a purchaser payment notification to the Australian Taxation Office;

31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

31.2.4 *serve* evidence of receipt of payment of the *remittance amount*.

31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.

31.4 If the vendor *serves* any *clearance certificate* or *variation,* the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.

31.5 If the vendor *serves* a *clearance certificate* in respect of every vendor, clauses 31.2 and 31.3 do not apply.

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32. INCONSISTENCY

32.1 Special conditions prevail.

If there is any inconsistency in this contract between the printed clauses and these special conditions, these special conditions prevail to the extent of that inconsistency.

33. MORE INTERPRETATION

33.1 Headings are intended only to facilitate the reading of this contract and shall have no effect whatsoever in relation to interpreting it or any of its provisions whether express or implied.

33.2 Time of day shall refer to the local time then applicable in Sydney, New South Wales.

33.3 The term “purchaser’s solicitor” or phrases referring to the solicitor for the purchaser shall include the person or entity named as the purchaser’s solicitor or purchaser’s representative in this contract.

33.4 Each clause and part of a clause of this contract shall be severable from each other clause and part clause and if for any reason any clause or part clause is invalid, illegal or unenforceable such clause or part clause shall not prejudice or in any way affect the validity, legality or enforceability of any other clause or part clause.

34. AMENDMENTS TO PRINTED PROVISIONS

34.1 The terms of the printed form of contract to which these clauses are attached will be deemed amended as follows:

34.1.1 The definition of “settlement cheque” in Clause 1 is omitted and replaced by the following; “Settlement cheque - an unendorsed cheque drawn on its own funds by a bank that carries on business in Australia and made payable to the person to be paid; or if authorised in writing by the vendor or the vendor’s solicitor, some other cheque”

34.1.2 Clause 20.6.5 – deleted.

34.1.3 Clause 16.5 is amended by deleting "plus another 20% of that fee.

34.1.4 Delete 7.1.1

34.1.5 Delete the words "cash (up to $2,000.00)" from Clause 16.7.

34.1.6 Delete Clause 16.8

35. TIME OF SETTLEMENT & NOTICE TO COMPLETE

35.1 Completion of this Contract shall take place on the Completion date set out on page one (1) of this Contract and must take place not later than 3.00pm on the Completion date.

35.2 If the purchaser is unable or unwilling to complete within such period then the vendor shall be entitled at any time on or after the last day of the period to serve a notice to complete making the time for completion essential and a fourteen (14) day notice shall be regarded as reasonable and sufficient for that purpose.

35.3 A Notice to Complete may specify a place for completion to occur.

35.4 A Notice to Complete may nominate a specific hour between 11 a.m. and 3 p.m. on any business day for completion to occur (regard is not to be had to a particular hour in calculating whether fourteen (14) days notice has been given).

35.5 A Notice to Complete under this Special Condition will be reasonable and sufficient to make time for completion essential.

35.6 Where a Notice to Complete nominates a non-business day as the specified date for completion, then such reference will be deemed to be to the next business day.

35.7 If the Vendor serve a Notice to Complete on the Purchaser then in addition to interest pursuant to special condition 36.1 the Purchaser shall also pay to the Vendor the sum of $330.00 (inclusive of GST) to reimburse the Vendor for the legal expenses of having to issue a Notice to Complete. This is a genuine pre-estimate of those additional expenses and not a penalty and is to be allowed by the Purchaser to the Vendor on completion.

36. INTEREST

36.1 Should the purchaser not complete this contract within the time limited for completion he/she will pay to the vendor on completion interest on the balance of the purchase monies as stated in the tale on page 1 of the contract at the rate of ten per centum (10%) per annum as a genuine pre-estimate of liquidated damages, from and including the date on which completion should have taken place in accordance with the terms hereof up to (but not including) the date on which settlement actually takes place provided that such interest will not be payable for any period during which failure to complete is occasioned by the vendor's inability or refusal to complete.

36.2 The Purchaser can not require the Vendor to complete this Contract unless interest payable pursuant to special condition 36.1 is paid to the Vendor on completion.

36.3 The Purchaser can not require the Vendor to complete this Contract unless interest payable pursuant to special condition 36.1 is paid to the Vendor on completion.

36.4 If the Purchaser completes this Contract but does not do so on the completion date then adjustments with respect to rates, water, sewerage and drainage service and usage charges, land tax and all other periodic outgoings shall be adjusted as at the Completion Date rather than the actual date of completion of the Contract.

37. PURCHASER'S ACKNOWLEDGMENTS

37.1 Subject to Section 52A(2)(b) of the Conveyancing Act, 1919 and the regulations under that Act the purchaser acknowledges and agrees that:

37.1.1 the purchaser purchases the property;

37.1.2 relying on the purchaser's own knowledge, inspection and enquiries; and

37.1.3 in its existing condition and state of repair and subject to all infestations and dilapidation;

37.2 Any warranties by or on behalf of the vendor, express or implied, as to any purpose for which the property, or for which any building which is or may be erected on the property, can be used are hereby expressly negatived.

38. INVESTMENT OF DEPOSIT

38.1 Delete clause 2.9.

38.2 The parties agree that the deposit is to be invested.

38.3 The deposit holder shall forthwith with the authority of the purchaser and the vendor which is hereby given place the deposit with a Bank at the then current rate of interest.

38.4 The interest which accrues on the said deposit shall be dealt with as follows after the deduction of Financial Institutions Duty or government charges, fees and taxes:

38.4.1 If the deposit is forfeited all such interest shall accrue to the vendor; or

38.4.2 If the deposit is refunded to the purchaser al such interest shall be paid to the purchaser; or

38.4.3 If this contract is completed the interest shall be shares equally between the parties hereto.

38.5 The vendor and the purchaser agree that they shall give such directions and do such things as may be necessary to give effect to the provisions of this special condition.

38.6 Notwithstanding the foregoing provisions, if this contract is completed but one party (or where a party comprises two or more persons, any one of them) fails to furnish the deposit holder with his/her tax file number or exemption from quotation thereof, all net interest after deduction as aforesaid shall be paid to the other party.

39. TITLE PARTICULARS

The purchaser acknowledges that Particulars of Title are as set out in this contract.

40. ESTATE AGENT & COMMISSION

The purchaser warrants that he/she was not introduced to the property or to the vendor by any real estate agent or other person entitled to claim a commission as a result of this sale (other than the agents listed on page 1 of this contract) and the purchaser shall indemnify the vendor, to

the extent of the purchaser's breach of this warranty against any claim for commission by any real estate agent or other person arising out of any such introduction of the purchaser and against all claims and expenses of and incidental to the defence and determination of any such claim made against the vendor. This indemnity shall not merge or be extinguished on completion of this contract.

41. STATE OR REPAIR OF PROPERTY

The property together with all improvements thereon and all furnishings and chattels included and any services, facilities and installations provided to the property are sold in their present condition, state of repair and position, and subject to all patents faults and patent defects. The purchaser acknowledges that it buys the property, improvements, inclusions, services, facilities and installations aforesaid, relying on its own inspection, knowledge and enquiries and that it does not rely wholly or partly on any statement or representation made to it by or on behalf of the vendor. The purchaser shall not call upon the vendor to carry out repairs whatsoever in relation to the property, improvements or inclusions as aforesaid.

42. LIQUIDATION OF PURCHASER

Without in any way negating, limiting or restricting any rights or remedies which would have been available to the vendor at law or in equity had this special condition not been included, should the purchaser prior to completion become bankrupt or resolve to enter into liquidation or have any application presented for the winding up or bankruptcy of the purchaser or enter into any scheme of arrangement with its creditors or should any liquidator receiver, receiver and manager, official manager or administrator with the meaning of Part V of the Corporations Law be appointed in respect to the Purchaser, then the vendor may by notice in writing to the purchaser's solicitor/representative named herein, rescind this contract and thereupon the provisions of clause 19 shall apply.

43. COOLING OFF PERIOD

The purchaser agrees to exclude the cooling off period granted to it pursuant to the Conveyancing (Sale of Land) Amendment Act 1990. Annexed is a certificate from the purchaser's solicitor certifying that the purchaser understands the effect of this clause. This form may not be amended in any way.

44. LIMITATION OF TRUSTEE'S LIABILITY

44.1 The Trustee enters into this Contract only in its capacity as trustee of the Trust and in no other capacity. A liability arising under or in connection with this Contract is limited to and can be enforced against the Trustee only to the extent to which it can be satisfied out of property of the Trust out of which the Vendor as Trustee is actually indemnified for the liability. This limitation of the Vendor's liability as Trustee applies despite any other provision of this Contract and extends to all liabilities and obligations of the Vendor in any way connected with any representations, warranty, conduct, omission, agreement or transaction related to this Contract.

44.2 The Purchaser may not sue the Vendor personally or in any capacity other than as Trustee of the Trust and may not seek the appointment of a receiver (except in relation to property of the Trust), a liquidator, an administrator or any similar person to the Vendor or prove in any liquidation, administration or arrangement of or affecting the Vendor (except in relation to property of the Trust).

44.3 The provisions of this clause shall not apply to any obligation or liability of the Vendor to the extent that it is not satisfied because under the trust deed establishing the Trust or by operation of Law there is a reduction in the extent of

the Vendor's indemnification as Trustee out of the assets of the Trust, as a result of the Vendor's fraud, negligence or breach of trust.

44.4 For The purposes of this clause, the following have defined meanings:

Trust means the Estate of the late Patrick Francis Hanley.

Trustee means Perpetual Trustee Company Limited in its capacity as trustee/executor of the Estate of the late Patrick Francis Hanley.

45. REQUISITIONS ON TITLE

For the purposes of Clause 5, the Purchaser acknowledges that it shall only make *requisitions* in the form annexed.

46. SERVICE INSTALLATIONS

The Purchaser acknowledges that it is purchasing the property and shall take title thereto subject to the existing water, sewerage, drainage, gas, electricity, telephone and other installations and services and shall not make any requisition, objection or claim for compensation in respect of:-

46.1 The nature, location, availability or non-availability of any such service.

46.2 If any such service is a joint service with another property or properties

46.3 If any services for any other property or properties or the pipes or connections thereof pass through the subject property.

46.4 If any mains or connections for any relevant authority pass in, over or through the subject property.

46.5 Whether or not the property is subject to or has the benefit of any mains pipes or other services

47. GOODS & SERVICE TAX

The Purchaser warrants that the subject property will be used predominantly for non commercial residential accommodation and the Purchaser indemnifies and will keep indemnified the Vendor against liability for Goods and Services Tax including penalties and interest payable by the Vendor in the event of a breach of this warranty. This clause shall not merge on completion.

48. LEFT INTENTIONALLY BLANK

49. TRANSFER

The purchaser shall submit the transfer to be provided by the purchaser under Clause 4 of the contract with the following attestation clause for the vendor:

SIGNED in my presence for and on behalf of Perpetual Trustee Company Limited ACN 000 001 007 by its Attorneys

and

who are personally known to me and each of whom declares that he/she has been duly appointed by the Board of Directors of that company as an Attorney of the company under the Power of Attorney dated 16/9/2014 Registration Number 4676 Book Number 802 and that he/she has no notice of the revocation of his/her powers under that Power of Attorney.

I certify I am an eligible witness and that the transferor's attorney signed this dealing in my presence.

.....	.....
Signature of Witness	Signature of Attorney
.....	.....
Name of Witness	Attorney's Name
.....	
Address of Witness	

.....	.....
Signature of Witness	Signature of Attorney
.....	.....
Name of Witness	Attorney's Name
.....	
Address of Witness	

50. REDUCED DEPOSIT

If the Vendor agrees in writing the purchaser will pay the full ten percent (10%) deposit to the vendor as follows:-

50.1 As to five percent (5%) of the price on or before the date of this Contract; and

50.2 As to the balance of the deposit on the earlier of the Completion date or on demand by the vendor. The vendor will only be entitled to make demand for payment of the balance of the deposit if the purchaser defaults in the observance or performance of any of its obligations under this Contract. If the purchaser fails to pay the sum on demand by the vendor, the vendor may recover the balance of deposit from the purchaser as a debt plus interest at the rate of ten percent (10%) per annum from the date of the demand until the date of payment in full of the balance of deposit and interest.

50.3 All interest earned on the deposit money is to be paid to the vendor on completion or on the date the vendor otherwise becomes entitled to keep or recover the deposit.

51. SWIMMING POOL

51.1 Enclosed and marked with the letters "CR" is a copy of the Certificate of Registration of the Swimming Pool on the property pursuant to section 30C of the *Swimming Pools Act 1992*;

51.2 Attached and marked with the letters "CNC" is a copy of a Certificate of Non-Compliance in respect of the Swimming Pool on the property pursuant to section 22E of the Act issued by Simon Burcher ("Non-Compliance Certificate");

51.3 The Purchaser acknowledges that he has ninety (90) days from the Date of Completion to comply with the requirements set out in the Non-Compliance Certificate;

51.4 The Purchaser indemnifies the Vendor and agrees to keep the Vendor indemnified against liability for loss of any kind in relation to the fact that the swimming pool does not comply with the requirements of the Act with effect from the Date of Completion;

51.5 This special condition shall not merge on completion.

52. CHRISTMAS SETTLEMENT

In the event that settlement of this matter should fall between 22 December 2016 and 9 January 2017 the parties mutually agree that settlement will occur prior to 4.00pm 22 December 2016 or after 12.00pm 9 January 2017 and no interest will be incurred.

53. GUARANTEE

53.1 This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this contract.

53.2 The word *guarantor* means and being two (2) of the directors of the purchaser or, if the purchaser is a sole director/secretary corporation, the sole director/secretary).

53.3 If the guarantor has not signed this clause, the vendor may *terminate* this contract by serving a notice, but only *within* fourteen (14) days after the contract date.

53.4 In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor:-

53.4.1 Payment of all money payable by the purchaser under this contract, and

53.4.2 The performance of all of the purchaser's other obligations under this contract.

53.5 The guarantor:-

53.5.1 Indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract, and

53.5.2 Must pay on demand any money due to the vendor under this indemnity

53.6 The guarantor is jointly and separately liable with the purchaser to the vendor for:

53.6.1 the performance by the purchaser of its obligations under this contract; and

53.6.2 any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.

53.7 The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.

53.8 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.

53.9 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:-

53.9.1 the granting of any time, waiver, covenant not to sue or other indulgence;

53.9.2 the release or discharge of any person;

53.9.3 an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;

53.9.4 any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a court or otherwise;

53.9.5 payment to vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or

53.9.6 the winding up of the purchaser.

53.10 This clause binds the guarantor and the executors, administrators and assigns of the guarantor.

53.11 This clause operates as a Deed between the vendor and the guarantor.

EXECUTED as a Deed
SIGNED SEALED & DELIVERED by
in the
presence of:

.....
Signature of Witness

.....
Name of Witness

.....
Signature

SIGNED SEALED & DELIVERED by
in the
presence of:

.....
Signature of Witness

.....
Name of Witness

.....
Signature

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: **PERPETUAL TRUSTEE COMPANY LIMITED**
Purchaser:
Property: **4 NEWELL PLACE, FRENCHS FOREST**
Dated:

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

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

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

Affectations

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

Capacity

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

Requisitions and transfer

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

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 19/220648

SEARCH DATE	TIME	EDITION NO	DATE
20/9/2016	4:37 PM	4	15/3/2000

LAND

LOT 19 IN DEPOSITED PLAN 220648
AT FRENCHS FOREST
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP220648

FIRST SCHEDULE

PERPETUAL TRUSTEE COMPANY LIMITED (T 6643118)

SECOND SCHEDULE (7 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 K360577 RIGHT OF CARRIAGEWAY AFFECTING THAT PART OF THE LAND WITHIN DESCRIBED SHOWN AS SITE OF PROPD RIGHT OF WAY 12 FT WIDE IN DP220648
3 K399834 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND WITHIN DESCRIBED AFFECTING THE LAND SHOWN AS SITE OF PROPD RIGHT OF WAY 12 FT WIDE WITHIN LOT 18 IN DP220648
4 K575487 COVENANT
5 L383905 RIGHT OF CARRIAGEWAY AFFECTING THAT PART OF THE LAND WITHIN DESCRIBED SHOWN AS SITE OF PROPOSED RIGHT OF WAY 12 FT WIDE IN DP220648
6 L383908 RIGHT OF CARRIAGEWAY AFFECTING THAT PART OF THE LAND WITHIN DESCRIBED SHOWN AS SITE OF PROPOSED RIGHT OF WAY 12 FT WIDE IN DP220648
7 T567774 RIGHT OF CARRIAGEWAY AFFECTING THE LAND SHOWN AS RIGHT OF WAY 12' WIDE IN DP220648

NOTATIONS

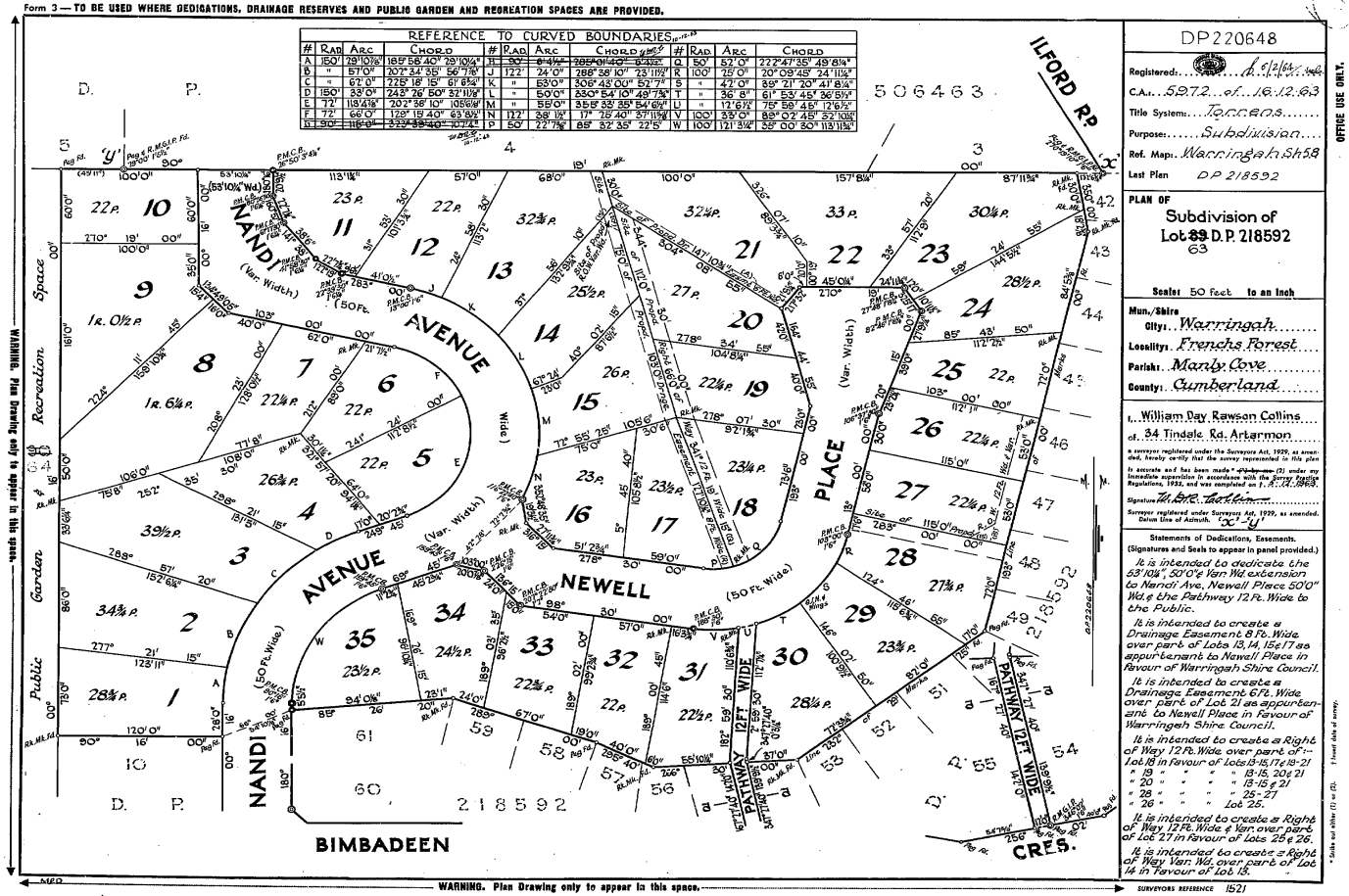
NOTE: THE CERTIFICATE OF TITLE FOR THIS FOLIO OF THE REGISTER DOES NOT INCLUDE SECURITY FEATURES INCLUDED ON COMPUTERISED CERTIFICATES OF TITLE ISSUED FROM 4TH JANUARY, 2004. IT IS RECOMMENDED THAT STRINGENT PROCESSES ARE ADOPTED IN VERIFYING THE IDENTITY OF THE PERSON(S) CLAIMING A RIGHT TO DEAL WITH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

*** END OF SEARCH ***

PER168755 PRINTED ON 20/9/2016

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

Form 3 — TO BE USED WHERE DEDICATIONS, DRAINAGE RESERVES AND PUBLIC GARDEN AND RECREATION SPACES ARE PROVIDED.



#	Rad	Arc	Chord	#	Rad	Arc	Chord	#	Rad	Arc	Chord
A	150'	29°10⅞"	165°58'40" 29°10¼"	H	50'	8°4½"	285°41'45" 8°4½"	Q	50'	52'0"	272°47'35" 49°8¼"
B	"	57'0"	207°34'55" 56°7⅜"	J	122'	24'0"	286°58'10" 23°11½"	R	100'	25'0"	20°09'45" 24°11¾"
C	"	62'0"	225°18'15" 61°8¼"	K	"	53'0"	306°48'00" 52°7⅜"	S	"	47'0"	329°21'20" 47°8½"
D	150'	33'0"	243°26'50" 32°11⅛"	L	"	50'0"	330°54'10" 49°7⅜"	T	"	36'8"	61°53'45" 36°5½"
E	72'	113°4⅛"	20°2'30" 105°8⅜"	M	"	55'0"	35°5'35" 55°5⅜"	U	"	12'6½"	75°58'45" 12°6½"
F	72'	66'0"	129°19'40" 65°8½"	N	172'	58' 1⅜"	17°15'40" 57°11⅜"	V	100'	35'0"	88°02'45" 52°10⅜"
G	90'	115°0"	329°33'40" 102°7⅛"	P	50'	22°7⅜"	88°52'35" 22°5"	W	100'	121°3½"	55°00'30" 113°11⅜"

DP220648

Registered: 16/12/63

C.A.: 5972 of 16.12.63

Title System: Torrens

Purpose: Subdivision

Ref. Map: Warringah Sh58

Last Plan: DP 218592

PLAN OF

Subdivision of Lot 63 D.P. 218592

Scale: 50 feet to an Inch

Mun./Shire City: Warringah

Locality: Frenchs Forest

Parish: Manly Cove

County: Cumberland

I, William Day Rawson Collins

of 34 Tindale Rd. Artarmon

a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate and has been made * ~~by me~~ / ~~by those~~ (2) under my immediate supervision in accordance with the Survey Practice Regulations, 1933, and was completed on 1.11.1963.

Signature: W. Rawson Collins

Surveyor registered under Surveyors Act, 1929, as amended.

Datum Line of Azimuth: (x) - (y)

Statements of Dedications, Easements. (Signatures and Seals to appear in panel provided.)

It is intended to dedicate the 53'10¾", 50'0"& Var. Wd extension to Nandi Ave, Newell Place 50'0" Wd.& the Pathway 12 Ft. Wide to the Public.

It is intended to create a Drainage Easement 8 Ft. Wide over part of Lots 13, 14, 15 & 17 as appurtenant to Newell Place in favour of Warringah Shire Council.

It is intended to create a Drainage Easement 6 Ft. Wide over part of Lot 21 as appurtenant to Newell Place in favour of Warringah Shire Council.

It is intended to create a Right of Way 12 Ft. Wide over part of:-
Lot 18 in favour of Lots 13-15, 17 & 19-21
" 19 " " " " 13-15 & 20 & 21
" 20 " " " " 13-15 & 21
" 28 " " " " 25-27
" 26 " " " Lot 25.

It is intended to create a Right of Way 12 Ft. Wide & Var. over part of Lot 27 in favour of Lots 25 & 26.

It is intended to create a Right of Way Var. Wd. over part of Lot 14 in favour of Lot 13.

* Strike out either (1) or (2). † Insert date of survey.

OFFICE USE ONLY.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

SIGNATURES AND SEALS ONLY.

I hereby certify that the requirements of the Local Government Act, 1919 (other than the requirements for registration of plans), have been complied with by the applicant in relation to the proposed subdivision and new roadsas set out hereto.

Subdivision No. 5972 Date 16 DEC 63

Council Clerk

Approved by Council.

The Common Seal of The Council of the SHIRE OF WARRINGAH was hereunto affixed on 16 DEC 63 pursuant to a resolution of Council passed on 8 JUL 63

Council Clerk

Mayor/President

AMENDMENTS OR ADDITIONS NOTED ON PLAN IN REGISTRAR GENERAL'S OFFICE.

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 9th day of May, 1977

1

Req:R442075 /Doc:DP 0220648 P /Rev:15-Sep-1992 /Sts:OK.OK /Pgs:ALL /Prt:20-Sep-2016 16:38 /Seq:1 of 2
Ref:PER168755 /Src:M

Req:R442075 /Doc:DP 0220648 P /Rev:15-Sep-1992 /Sts:OK.OK /Pgs:ALL /Prt:20-Sep-2016 16:38 /Seq:2 of 2
Ref:PER168755 /Src:M

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 220648

FEET	INCHES	METRES
-	3 1/4	0.083
-	6 3/4	0.171
1	5 1/2	0.445
1	6	0.457
1	6 1/4	0.464
1	7	0.483
1	8 1/4	0.514
2	-	0.610
2	10 1/4	0.870
3	4 1/4	1.022
4	-	1.219
5	5 1/2	1.664
6	-	1.829
7	-	2.134
7	11 3/4	2.432
8	-	2.438
9	-	2.743
9	6 1/2	2.908
10	11 1/2	3.340
11	2 3/4	3.423
11	3 3/8	3.439
11	11 1/2	3.645
12	-	3.656
12	6 1/2	3.823
15	-	4.572
15	4	4.674
16	-	4.877
16	3 3/4	4.972
17	-	5.182
18	2 3/8	5.547
19	-	5.791
19	3 1/2	5.880
20	-	6.096
20	0 7/8	6.118
20	2 3/4	6.166
20	9 1/2	6.337
21	7 1/2	6.591
21	9 1/4	6.636
22	5	6.833
22	7 3/8	6.893
22	7 3/4	6.902
23	-	7.010
23	1	7.036
23	2 1/4	7.068
23	11 1/2	7.303
24	-	7.315
24	11 1/4	7.601
24	11 3/4	7.614
25	-	7.620
27	9 3/4	8.477
28	-	8.534
29	10 1/4	9.100
29	10 7/8	9.115
30	-	9.144
30	1 1/4	9.176
30	6	9.296
32	10 1/4	10.014
32	11 1/8	10.036
33	-	10.058
33	6 1/4	10.217
35	-	10.668
36	5 1/2	11.113
36	8	11.176
37	-	11.278
37	11 5/8	11.573
38	1 1/2	11.621
38	6	11.735
39	-	11.887
40	-	12.192
41	0 1/2	12.510
41	8 1/4	12.706
42	-	12.802
45	0 1/4	13.722
45	2 3/4	13.786
45	11	13.995
49	7 3/4	15.132
49	8 1/4	15.145

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 220648 CONTINUED

FEET	INCHES	METRES
50	-	15.240
51	2 3/4	15.615
52	-	15.850
52	7	16.027
53	-	16.154
53	10 1/4	16.415
54	-	16.459
54	6 1/2	16.624
54	7 5/8	16.653
54	10 1/8	16.716
55	-	16.764
55	10 1/4	17.024
56	7 7/8	17.269
57	-	17.374
59	-	17.983
60	-	18.288
61	6 3/4	18.764
62	-	18.898
63	8 1/2	19.418
64	-	19.507
66	-	20.117
67	-	20.422
68	-	20.726
72	-	21.946
72	3 3/4	22.041
72	7 3/4	22.142
73	-	22.250
73	6	22.403
75	-	22.860
75	8	23.063
77	8	23.673
82	-	24.994
84	4 3/8	25.714
84	5 3/8	25.740
86	-	26.213
87	6 1/2	26.683
87	11 3/4	26.816
89	-	27.127
89	3 3/4	27.222
92	1 3/4	28.086
94	0 1/8	28.654
94	0 1/2	28.664
94	1 1/4	28.683
96	2 1/2	29.324
96	10 1/4	29.521
99	2 3/4	30.245
100	-	30.480
100	9 1/2	30.721
101	3 3/4	30.860
103	-	31.394
104	8 1/4	31.909
105	6	32.156
105	6 1/8	32.160
105	8 1/2	32.220
106	-	32.309
108	-	32.918
110	6 3/4	33.699
112	-	34.138
112	1	34.163
112	2 1/2	34.201
112	7 1/4	34.322
112	8 1/2	34.354
112	9	34.366
113	1 3/4	34.487
113	2	34.493
113	11 3/4	34.741
114	6	34.900
115	-	35.052
115	6 3/4	35.223
120	-	36.576
121	3 1/4	36.963
122	-	37.186
125	11	37.770
127	10 1/4	38.570
128	0 1/2	39.027
131	5	40.056
132	6 1/4	40.392

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 220648 CONTINUED

FEET	INCHES	METRES
132	6 3/4	40.405
132	9 3/4	40.481
139	9 1/2	42.609
142	-	43.282
144	5 1/2	44.031
147	10 3/4	45.079
152	6 1/4	46.488
157	8 1/4	48.063
159	10 3/4	48.736
161	-	49.073
1999	6 1/8	609.451

AC	RD	P	SQ M
-	-	22	556.4
-	-	22 1/4	562.8
-	-	22 1/2	569.1
-	-	22 3/4	575.4
-	-	23	581.7
-	-	23 1/4	588.1
-	-	23 1/2	594.4
-	-	23 3/4	600.7
-	-	24 1/2	619.7
-	-	25 1/2	645
-	-	26	657.6
-	-	26 3/4	676.6
-	-	27	682.9
-	-	27 3/4	701.9
-	-	28 1/4	714.5
-	-	28 1/2	720.8
-	-	28 3/4	727.2
-	-	30 1/4	765.1
-	-	32 1/4	815.7
-	-	32 3/4	828.3
-	-	33	834.7
-	-	34 3/4	878.9
-	-	39 1/2	999.1
-	1	1/2	1024
-	1	6 1/4	1170

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 9th day of May, 1977

2

Req:R442082 /Doc:DL T567774 /Rev:17-Jul-1997 /Sts:OK.OK /Pgs:ALL /Prt:20-Sep-2016 16:39 /Seq:1 of 3
Ref:PER168755 /Src:M

STAMP DUTY 1970

[redacted]

NEW SOUTH WALES $70625 STAMP DUTY

19 MAY 1983 11 53

T567774

OFFICE USE ONLY

B 1 of 1 K

TG

$ 40

TRANSFER GRANTING EASEMENT

REAL PROPERTY ACT, 1900

(See Instructions for Completion on back of form)

Servient Tenement (Land burdened)	Dominant Tenement (Land benefited)
Torrens Title Reference	Torrens Title Reference
Volume 9643 Folio 100	Volume 9643 Folio 96

DESCRIPTION OF LAND Note (a)

TRANSFEROR (registered proprietor of servient tenement) Note (b)

BETTY EZART of Lot 19 Newell Place, French's Forest, being the registered proprietor of the servient tenement

(the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of $ 1.00 and TRANSFERS and GRANTS out of the servient tenement and appurtenant to the dominant tenement a Right of Carriageway affecting that part of the servient tenement shown as "Site of Proposed Right of Way 12 ft. wide" in Deposited Plan 220648.

Note (c)

OFFICE USE ONLY

~~out of the servient tenement and appurtenant to the dominant tenement~~ to the TRANSFEREE

TRANSFEREE (registered proprietor of dominant tenement) Note (b)

RAYMOND JOHN WATKINS of 17 Nandi Avenue, French's Forest, and CAROLYN ANNE WATKINS of the same address, his wife

PRIOR ENCUMBRANCES Note (d)

subject to the following PRIOR ENCUMBRANCES: 1. .....

2. ..... 3. .....

DATE OF TRANSFER .....

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

EXECUTION Note (e)

Signed in my presence by the transferor who is personally known to me

.....
Signature of Witness

DUBRAVKA BOLHA
Name of Witness (BLOCK LETTERS)

8/818 VICTORIA RD. RYDE
Address and occupation of Witness

B. Ezart
Signature of Transferor

Note (e)

Signed in my presence by the transferee who is personally known to me

.....
Signature of Witness

DUBRAVKA BOLHA
Name of Witness (BLOCK LETTERS)

8/818 VICTORIA RD. RYDE
Address and occupation of Witness

CWatkins
Signature of Transferee

TO BE COMPLETED BY LODGING PARTY Notes (f) and (g)

LODGED BY

ALLEN ALLEN & HEMSLEY
SOLICITORS & NOTARIES
LEVEL 46
MLC CENTRE
19-29 MARTIN PLACE
SYDNEY
PHONE: 230 3777

Delivery Box Number

LOCATION OF DOCUMENTS

CT OTHER

Herewith.

In R.G.O. with .....

Produced by .....

OFFICE USE ONLY

Extra Fee	Checked by	REGISTERED 12 -) -19
	EBS 1/2	Registrar General

9643-100 75Q

9643-96 23L

(1)

Req:R442082 /Doc:DL T567774 /Rev:17-Jul-1997 /Sts:OK.OK /Pgs:ALL /Prt:20-Sep-2016 16:39 /Seq:2 of 3
Ref:PER168755 /Src:M

RP 13B
1978

INSTRUCTIONS FOR COMPLETION

This dealing should be marked by the Commissioner of Stamp Duties before lodgment at the Registrar General's Office.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialled by the parties to the dealing.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.

Registered mortgagees, chargees and lessees of the servient tenement should consent to the grant of easement; otherwise, the mortgage, charge or lease should be noted in the memorandum of prior encumbrances.

Rule up all blanks.

The following instructions relate to the side notes on the form.

(a) Description of land. TORRENS TITLE REFERENCE.—Insert the current Folio Identifiers or Volume and Folios of the Certificates of Title/Crown Grants for both the dominant and servient tenements, e.g., 135/SP12345 or Vol. 8514 Fol. 126.

(b) Show the full name, address and occupation or description.

(c) State the nature of the easement (see, e.g., section 181A of the Conveyancing Act, 1919), and accurately describe the site of the easement. The transfer and grant must comply with section 88 of the Conveyancing Act, 1919.

(d) In the memorandum of prior encumbrances state only the registered number of any mortgage, lease or charge (except where the consent of the mortgagee, lessee or chargee is furnished), and of any writ recorded in the Register.

(e) Execution.

GENERALLY (i) Should there be insufficient space for the execution of this dealing, use an annexure sheet.

(ii) The certificate of correctness under the Real Property Act, 1900 must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he is personally known.
The solicitor for the transferee may sign the certificate on behalf of the transferee, the solicitor's name (not that of his firm) to be typewritten or printed adjacent to his signature. Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.

ATTORNEY (iii) If the transfer is executed by an attorney for the transferee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his authority, e.g., "AB by his attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No. , and I declare that I have no notice of the revocation of the said power of attorney".

AUTHORITY (iv) If the transfer is executed pursuant to an authority (other than specified in (iii)), the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.

CORPORATION (v) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his position (e.g., director, secretary) in the corporation.

(f) Insert the name, postal address, Document Exchange reference, telephone number, and delivery box number of the lodging party.

(g) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration, pbte for probate, L/A for letters of administration.

OFFICE USE ONLY

DIRECTION: PROP
No. OF NAMES:

FIRST SCHEDULE DIRECTIONS

(A) FOLIO IDENTIFIER	(B) No.	(C) SHARE	(D)	(E) NAME AND DESCRIPTION

SECOND SCHEDULE & OTHER DIRECTIONS

(F) FOLIO IDENTIFIER (OR REGD. DEALING & FOLIO IDENTIFIER)	(G) DIRECTION	(H) NOTFN TYPE	(I) DEALING NUMBER	(K) DETAILS
9643. 100	ON		T567774	TRANSFER A RIGHT OF CARRIAGEWAY AFFECTING THE LAND SHOWN SO BURDENED IN THE PLAN HEREON.
9643 - 96	ON		T567774	TRANSFER A RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND WITHIN DESCRIBED AFFECTING THE LAND SHOWN SO BURDENED IN THE PLAN HEREON. Registered

NP 412 D. WEST, GOVERNMENT PRINTER

Req:R442082 /Doc:DL T567774 /Rev:17-Jul-1997 /Sts:OK.OK /Pgs:ALL /Prt:20-Sep-2016 16:39 /Seq:3 of 3
Ref:PER168755 /Src:M

THIS IS THE ANNEXURE REFERRED TO IN TRANSFER GRANTING EASEMENT DATED 7th DAY OF APRIL 1983 BETWEEN BETTY EZART as Transferor to RAYMOND JOHN WATKINS & CAROLYN ANNE WATKINS AS TRANSFEREES

COMMONWEALTH SAVINGS BANK OF AUSTRALIA) LIMITED being Mortgagee under Mortgage) No.R128019 consents hereto;)

Signed at Sydney the 10th day of MAY 1983 for Commonwealth Savings Bank of Australia by its Attorney who is for the time being Acting Manager (Loans) at Sydney and referred to in Power Attorney from the said bank dated 24/9/81 registered and numbered 390 Book 3482 and noted at the Land Titles Office and who declares that he has not received Notice of Revocation of the Power.

Witness ..... Acting Manager (Loans)

J.P.

$40 S

Req:R442080 /Doc:DL L383908 /Rev:07-Oct-1998 /Sts:BS.OK /Pgs:ALL /Prt:20-Sep-2016 16:38 /Seq:1 of 2
Ref:PER168755 /Src:M

No. 3908

'69 APR $2 PM 1.06

NEW SOUTH WALES $=0225 STAMP DUTY

R.P. 13

FEES:— $ c

Lodgment —

Endorsement —

$ 13.00

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900)

(Trusts must not be disclosed in the transfer.)

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

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

b State in full the name of the person who furnished the consideration monies.

c Show in BLOCK LETTERS the full name, postal address and description of the persons taking.

d If more than one person is taking state whether they hold as joint tenants or tenants in common.

e The description may refer to the defined residue of the land in a certificate or grant (e.g., "and being residue after Transfer No. ") or may refer to parcels shown in Town or Parish Maps issued by the Dept of Lands or shown in plans filed in the Office of the Registrar General (e.g., "and being lot sec. D.P. "). Unless authorised by Reg. 53 of the Conveyancing Act Regulations, 1961, a plan may not be annexed to or endorsed on this transfer form.

f A very short note will suffice.

g Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General, or Deputy Registrar General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form.

As to instruments executed elsewhere, see Section 107 of the Real Property Act, 1900, Section 168 of the Conveyancing Act, 1919, and Section 52A of the Evidence Act, 1898.

h Repeat attestation if necessary.

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

THIS SPACE TO BE LEFT FREE FROM NOTATION NOT TO BE ALTERED BY ERASURE—See Foot Note

I, GRACE UNA KLEMER of 16 OATWAY Parade North Manly Married Woman (herein called transferor)

being registered as the proprietor of an estate in *fee simple*[a] in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of One dollar ($1.00) (the receipt whereof is hereby acknowledged) paid to me by

[b] CHARLES HARRY WRIGHT

& Grant / do hereby transfer to

[c] CHARLES HARRY WRIGHT of 12 McGowan Street Putney Point Carpenter

(herein called transferee)[d]

out of ALL such her Estate and Interest in ALL THE land mentioned in the schedule following:—

County	Parish	Reference to Title: Whole or Part	Vol.	Fol.	Description of Land (if part only)[e]
CUMBERLAND	MANLY COVE	WHOLE	9643	100 (19)	

A right of carriageway as appurtenant to the land comprised in Certificate of Title Volume 9643 Folio 101 over all that piece of land 12 feet wide as shown in Deposited Plan No. 220648 as site of proposed right of way 12 ft. wide.

ENCUMBRANCES, &c., REFERRED TO[f]

Signed at Sydney the 17th day of December, 1968.

[g] Signed in my presence by the transferor WHO IS PERSONALLY KNOWN TO ME

Grace Klemer
Transferor[a]

[h] Signed

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

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

Transferee(s)

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

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

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

St 437—W K 1165 V. C. N. Blight, Government Printer

8902 P

Req:R442080 /Doc:DL L383908 /Rev:07-Oct-1998 /Sts:BS.OK /Pgs:ALL /Prt:20-Sep-2016 16:38 /Seq:2 of 2
Ref:PER168755 /Src:M

L383908

No.

Lodged by J. J. Wade

Address:

Phone No.:

PARTIAL DISCHARGE OF MORTGAGE[i]

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

I,

mortgagee under Mortgage No.

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

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

Dated at *this* *day of* 19 .

Signed in my presence by

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY

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

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

Signed at *the* *day of* , 19 .

Signed in the presence of—

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

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS[k]

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

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

LEAVE THESE SPACES FOR DEPARTMENTAL USE

INDEXED	MEMORANDUM OF TRANSFER
Checked by	Particulars entered in Register Book, 22-4-1969
Passed (in S.D.B.) by	at 4 p.m.
Signed by	Registrar General

DOCUMENTS LODGED HEREWITH

To be filled in by person lodging dealing

1.
2.
3.
4.
5.
6.
7.

Received Docs. Nos. Receiving Clerk

PROGRESS RECORD

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

VOL. FOL.

K 1165 Sc 437—W

Req:R442079 /Doc:DL L383905 /Rev:01-May-1997 /Sts:OK.OK /Pgs:ALL /Prt:20-Sep-2016 16:38 /Seq:1 of 2
Ref:PER168755 /Src:M

L383905

No.

REGISTRAR GENERAL · NEW SOUTH WALES

'69 APR 2 PM 1 06

NEW SOUTH WALES
$ 0225
STAMP DUTY

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900)

R.P. 13

FEES:— $ c

Lodgment —

Endorsement —

$ 13.00

(Trusts must not be disclosed in the transfer.)

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

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

b State in full the name of the person who furnished the consideration monies.

c Show in BLOCK LETTERS the full name, postal address and description of the persons taking.

d If more than one person is taking state whether they hold as joint tenants or tenants in common.

e The description may refer to the defined residue of the land in a certificate or grant (e.g., "and being residue after Transfer No. ") or may refer to parcels shown in Town or Parish Maps issued by the Dept of Lands or shown in plans filed in the Office of the Registrar General (e.g., "and being lot sec. D.P. "). Unless authorised by Reg. 53 of the Conveyancing Act Regulations, 1961, a plan may not be annexed to or endorsed on this transfer form.

f A very short note will suffice.

g Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General, or Deputy Registrar General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form.

As to instruments executed elsewhere, see Section 107 of the Real Property Act, 1900, Section 168 of the Conveyancing Act, 1919, and Section 52A of the Evidence Act, 1898.

h Repeat attestation if necessary.

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

THIS SPACE TO BE LEFT FREE FROM NOTATION NOT TO BE ALTERED BY ERASURE—See Foot Note

I, GRACE UNA KLEMER of 15 CARWAY Parade North Manly 7/4/69
Married Woman

(herein called transferor)

being registered as the proprietor of an estate in *fee simple*[a] in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of One dollar ($1.00) (the receipt whereof is hereby acknowledged) paid to me by

[b] RAYMOND JAMES IANSON and GILLIAN ROBYN IANSON & Grant

do hereby transfer to

[c] RAYMOND JAMES IANSON of Allambie Heights Plumber and GILLIAN ROBYN IANSON his wife

(herein called transferee)[d]

out of ALL such her Estate and Interest in ALL THE land mentioned in the schedule following:—

County	Parish	Reference to Title: Whole or Part	Vol.	Fol.	Description of Land (if part only)[e]
CUMBERLAND	MANLY COVE	WHOLE	9643	100	(15)

A right of carriageway as appurtenant to the land comprised in Certificate of Title Volume 9643 Folio 100 over all that piece of land 12 feet wide as shown in Deposited Plan No. 220648 as site of proposed right of way 12 ft. wide.

(21)

fees

ENCUMBRANCES, &c., REFERRED TO[f]

Signed at Sydney the 17th day of December, 1968.

[g] Signed in my presence by the transferor WHO IS PERSONALLY KNOWN TO ME

Grace Klemer.
Transferor[s]

[h] Signed

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

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

F.J. WADE
Transferee(s)
Solicitor for whose signature cannot be obtained without delay

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

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

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

5t 437—W K 1165 V. C. N. Blight, Government Printer

270821

Req:R442079 /Doc:DL L383905 /Rev:01-May-1997 /Sts:OK.OK /Pgs:ALL /Prt:20-Sep-2016 16:38 /Seq:2 of 2
Ref:PER168755 /Src:M

No. L383905

Lodged by F. J. WADE,
Address: Solicitor,
P.O. Box 89,
Phone No. FRENCHS FOREST. 451 6834

PARTIAL DISCHARGE OF MORTGAGE[i]

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

I,

mortgagee under Mortgage No.

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

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

Dated at *this* *day of* 19 .

Signed in my presence by

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY

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

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. *Miscellaneous Register under the authority of which he has just executed the within tranfer.*[j]

Signed at *the* *day of* , 19 .

Signed in the presence of—

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

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS[k]

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

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

INDEXED	MEMORANDUM OF TRANSFER
Checked by	Particulars entered in Register Book, 22-4-1969
Passed (in S.D.B.) by 21/4/69	at 4 p.m.
Signed by	Registrar General

DOCUMENTS LODGED HEREWITH

To be filled in by person lodging dealing

1. Received Docs.
2.
3. Nos.
4.
5.
6. Receiving Clerk
7.

PROGRESS RECORD

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

VOL. FOL.

LEAVE THESE SPACES FOR DEPARTMENTAL USE

K 1665 St 437—W

Req:R442078 /Doc:DL K575487 /Rev:16-Apr-1997 /Sts:OK.OK /Pgs:ALL /Prt:20-Sep-2016 16:38 /Seq:1 of 3
Ref:PER168755 /Src:M

No. K 575487 '67 FEB 2 AM 10:32

R.P. 13

FEES:—

Lodgment

Endorsement

75c

REGISTRAR-GENERAL · NEW SOUTH WALES

N.S.W. STAMP DUTY DUTY STAMPED

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900)

$11-00

2/2/67

(Trusts must not be disclosed in the transfer.)

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

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

b State in full the name of the person who furnished the consideration monies.

c Show in BLOCK LETTERS the full name, postal address and description of the persons taking.

d If more than one person is taking state whether they hold as joint tenants or tenants in common.

e The description may refer to the defined residue of the land in a certificate or grant (e.g., "and being residue after Transfer No. ") or may refer to parcels shown in Town or Parish Maps issued by the Dept. of Lands or shown in plans filed in the Office of the Registrar General (e.g., "and being lot sec. D.P. "). Unless authorised by Reg. 53 of the Conveyancing Act Regulations, 1961, a plan may not be annexed to or endorsed on this transfer form.

f A very short note will suffice.

g Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General, or Deputy Registrar General, or a Notary Public, a J.P. or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form.

As to instruments executed elsewhere, see Section 107 of the Real Property Act, 1900, Section 168 of the Conveyancing Act, 1919, and Section 52A of the Evidence Act, 1898.

h Repeat attestation if necessary.

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

THIS SPACE TO BE LEFT FREE FROM NOTATION NOT TO BE ALTERED BY ERASURE—See Foot Note

I, CHARLES ALFRED HURDIS of Turramurra, Builder (herein called transferor)

being registered as the proprietor of an estate in *fee simple*[a] in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of Two Thousand Six Hundred Dollars ($2,600) (the receipt whereof is hereby acknowledged) paid to me by[b]

RONALD STANLEY STENNER AND KAY STENNER do hereby transfer to

[c] RONALD STANLEY STENNER of 3/30 Princes Street, McMahons Point, Boat Builder and KAY STENNER of the same address his wife (herein called transferee)[d] Joint Tenants

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

County	Parish	Reference to Title			Description of Land (if part only)[e]
		Whole or Part	Vol.	Fol.	
Cumberland	Manly Cove	Whole	9643	100	

ENCUMBRANCES, &c., REFERRED TO[f]

Reservations and conditions contained in Crown Grant
Right of carriageway set out in Dealing No. K.360577
Right of way set out in Dealing No. K.399834

Signed at Frenchs Forest the 28th day of January, 1967.

[g] Signed in my presence by the transferor CHARLES ALFRED HURDIS WHO IS PERSONALLY KNOWN TO ME

Solicitor
Frenchs Forest

C. A. Hurdis
Transferor*

[h] Signed

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

Signed in my presence by the transferee RONALD STANLEY STENNER & KAY STENNER WHO IS PERSONALLY KNOWN TO ME

Solicitor

Ronald Stanley Stenner
Kay Stenner
Transferee(s)

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

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

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

5t 43/—W K 1165 V. C. N. Blight, Government Printer

D71520

Req:R442078 /Doc:DL K575487 /Rev:16-Apr-1997 /Sts:OK.OK /Pgs:ALL /Prt:20-Sep-2016 16:38 /Seq:2 of 3
Ref:PER168755 /Src:M

J. A. Williams 10/8

No.

Lodged by Messrs. S.A. Tocchini & Co., Solicitors,
Address: 149 Castlereagh Street, SYDNEY
Phone No.: 26-6041

PARTIAL DISCHARGE OF MORTGAGE[i]

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

I,

mortgagee under Mortgage No.

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

Dated at *this* *day of* 19 .

Signed in my presence by

who is personally known to me.

Mortgagee.

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

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY

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

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

Signed at *the* *day of* , 19 .

Signed in the presence of—

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

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS[k]

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

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

LEAVE THESE SPACES FOR DEPARTMENTAL USE

INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH (To be filled in by person lodging dealing)
	Surrender to Crown	1. ____ Received Docs.
Checked by	Particulars entered in Register Book, on 7-2-1967	2. ____ 3. ____ Nos.
Passed (in S.D.B.) by	at 10 am	4. ____ 5. ____ 6. ____ Receiving Clerk
Signed by AD	Registrar General	7. ____

PROGRESS RECORD

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

VOL. FOL.

K 1165 S 437—W

Req:R442078 /Doc:DL K575487 /Rev:16-Apr-1997 /Sts:OK.OK /Pgs:ALL /Prt:20-Sep-2016 16:38 /Seq:3 of 3
Ref:PER168755 /Src:M

THIS IS THE ANNEXURE REFERRED TO IN TRANSFER DATED the 21 day of September 1966 BETWEEN CHARLES ALFRED HURDIS as Transferor AND ROY STANLEY STENNER and KAY STENNER as Transferees.

"And the Transferee for himself his executors administrators and assigns hereby covenants with the Transferor his executors administrators and assigns as follows :-

(a) That no main building may be erected on the subject land unless the external walls thereof are constructed of timber brick stone and/or concrete. Providing always that any outbuilding may be built of fibro cement or other material but shall be painted immediately after erection with a good oil colour in a workmanlike manner.

(b) That for the benefit of the adjoining land being the residue of the land comprised in Deposited Plan 220648 but only during the ownership thereof by the Transferor that no fence shall be erected on the land hereby transferred to divide it from such adjoining land without the consent of the Transferor but such consent shall not be withheld if such fence is erected without expense to the Transferor and in favour of any person dealing with the Transferee or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.

The land to which the benefit of these covenants is intended to be appurtenant is the residue of the land comprised in D.P. 220648.

The land the subject to the burden of these covenants is the land hereby transferred.

The persons entitled to release vary or modify these covenants are the Transferor his Executors administrators and assigns.

B

Signed at Fremantle the 28th day of November 1966.

SIGNED in my presence by the transferor CHARLES ALFRED HURDIS who is personally known to me
Solicitor Fremantle.

C.A. Hurdis
Transferor.

SIGNED in my presence by the transferees RONALD STANLEY STENNER and KAY STENNER who are personally known to me

R. Stenner
Kay Stenner
Transferees.

Req:R442077 /Doc:DL K399834 /Rev:15-Apr-1997 /Sts:FC.OK /Pgs:ALL /Prt:20-Sep-2016 16:38 /Seq:1 of 4
Ref:PER168755 /Src:M

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

Fees: £ s. d.
Lodgment 5 4 00
Endorsement 1 1
cert 2 0 0
ROW 2 5 0
Sch. 1 : 1 : 0
£10-00
29/7/66

R.P. 13A. No. K 399834

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

(Trusts must not be disclosed in the transfer.)

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

I, CHARLES ALFRED HURDIS formerly of Turramurra Builder but now of Wahroonga Retired

(herein called transferor)

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

being registered as the proprietor of an estate in fee simple[a] in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of TWO THOUSAND NINE HUNDRED DOLLARS--

($2,900.00) (the receipt whereof is hereby acknowledged) paid to me by

JEREMY JAMES BUIST GIBSON

do hereby transfer to

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

JEREMY JAMES BUIST GIBSON of Greenbah Vlee Waa
Joiner Foreman

(herein called transferee)

c The description may refer to the defined residue of the land in a certificate or grant (e.g. "And being residue after transfer number ") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being Lot section D.P. ").

Unless authorised by Reg. 53 Conveyancing Act, Regulations, 1961 a plan may not be annexed to or endorsed on this transfer form.

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

County.	Parish.	Reference to Title. Whole or Part.	Vol.	Fol.	Description of Land (if part only).
CUMBERLAND	MANLY COVE	WHOLE	9643	99	

Reserving unto the transferor as appurtenant to Lot 19 and 20 in Deposited plan No. 220648 a right of carriageway over that portion of the property herein transferred shown as proposed right of carriage way 12 feet wide.

S. 427—1 W K 1165—4 V. C. N. Blight, Government Printer

66/31543A

Req:R442077 /Doc:DL K399834 /Rev:15-Apr-1997 /Sts:FC.OK /Pgs:ALL /Prt:20-Sep-2016 16:38 /Seq:2 of 4
Ref:PER168755 /Src:M

K399834 (2)

And the transferee covenant(s) with the transferor his executors administrators and assigns as follows:-

(a) That no main building may be erected on the subject land unless the external walls thereof are constructed of timber, brick, stone and/or concrete, PROVIDING ALWAYS that any outbuilding may be built of fibro cement or other material but shall be painted immediately after erection with a good oil colour in a workmanlike manner.

(b) That for the benefit of the adjoining land being the residue of the land comprised in Deposited Plan No. 220648 but only during the ownership thereof by the Transferor that no fence shall be erected on the land hereby transferred to divide it from such land without the consent of the Transferor but such consent shall not be withheld if such fence is erected without expense to the Transferor and in favour of any person dealing with the Transferor or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.

THE LAND to which the benefit of these covenants is intended to be appurtenant is the residue of the land comprised in Deposited Plan No. 220648.

THE LAND the subject to the burden of these covenants is the land hereby transferred.

THE PERSONS entitled to release vary or modify these covenants is the Transferor his executors administrators and assigns.

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

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

ENCUMBRANCES, &c., REFERRED TO:

Right of carriageway 12 feet wide appurtenant to Lot 21 on deposited plan NO. 220648 created by K360577

e A very short note will suffice.

St 437—2 K 1163—2

Req:R442077 /Doc:DL K399834 /Rev:15-Apr-1997 /Sts:FC.OK /Pgs:ALL /Prt:20-Sep-2016 16:38 /Seq:3 of 4
Ref:PER168755 /Src:M

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

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

Execution may be proved where the parties are resident:—

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

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

(c) *in any foreign place* by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent). (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commissioners' Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

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

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

Signed at French's Forest the 11th day of July 1966

Signed in my presence by the transferor
CHARLES ALFRED HURDIS by his
Attorney ERNEST ARTHUR HURDIS
who is personally known to me:

J. Wilcock
solicitor
French's Forest.

CHARLES ALFRED HURDIS.
BY HIS ATTORNEY.
E. A. Hurdis
Transferor.*

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

Signed in my presence by the transferee
JEREMY JAMES BUIST GIBSON
WHO IS PERSONALLY KNOWN TO ME

J.P.
Sydney

J. J. Gibson
Transferee(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. 87553 *Miscellaneous Register under the authority of which he has just executed the within transfer.**

Signed at French's Forest *the* 11th *day of* July 1966

Signed in the presence of
J. Wilcock

E. A. Hurdis

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

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

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

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

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

Sc 437—3 K 1165—2

Req:R442077 /Doc:DL K399834 /Rev:15-Apr-1997 /Sts:FC.OK /Pgs:ALL /Prt:20-Sep-2016 16:38 /Seq:4 of 4
Ref:PER168755 /Src:M

LODGED BY. J.D. Williams & Co Inc.

No. K 399834

FEES.

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

(a) £2 10s. 0d. where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £3. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.

(b) A supplementary charge of £1 is made in each of the following:—
(i) Where a restrictive covenant is imposed; or
(ii) A new easement is created; or
(iii) A partial discharge of mortgage is endorsed on the transfer.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

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

PARTIAL DISCHARGE OF MORTGAGE.[1]

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

I,

mortgagee under Mortgage No.

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

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

Dated at *this* *day of* 19 .

Signed in my presence by

who is personally known to me

Mortgagee.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER subject to covenant Reserv R O Carriageway
Checked by	Particulars entered in Register Book.
Passed (in S.D.B.) by	on 8.8.1966
Signed by	at Jn.
	Registrar-General

PROGRESS RECORD.

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

VOL. FOL.

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Ref:PER168755 /Src:M

K 360577

16 JUN 17 PM 2:31

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

£ s. d.
Lodgment 3.00
Endorsement R.O.W. 2-00
Rest 2.00
$9.00
17.6.16

REGISTRAR-GENERAL NEW SOUTH WALES

R.P. 13A. No. (1)

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

NEW SOUTH WALES SEVEN SHILLINGS CITY DISTRICT STAMP DUTY

Lodgment $2.50 Mr 24.6.16

Facts must not be disclosed in this transfer.

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

I, CHARLES ALFRED HURDIS of Turramurra, Builder

(herein called transferor)

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

being registered as the proprietor of an estate in fee simple[a] in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of Three thousand one hundred dollars ($3,100.00)----------

($----------) (the receipt whereof is hereby acknowledged) paid to me by Kevin James Griffiths and Barbara Anne Griffiths, his wife

do hereby transfer to

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

[b] the said KEVIN JAMES GRIFFITHS of 111 Staples Street, Kingsgrove, Driver and the said BARBARA ANNE GRIFFITHS, his wife as JOINT TENANTS

(herein called transferee)

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

[c] The description may refer to the defined residue of the land in a certificate or grant (e.g. "And being residue after transfer number ") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being Lot section D.P. ").

Unless authorised by Reg. 53 Conveyancing Act, Regulations, 1961 a plan may not be annexed to or endorsed on this transfer form.

County.	Parish.	Reference to Title. Whole or Part.	Vol.	Fol.	Description of Land (if part only).
Cumberland	Manly Cove	Whole	9643	94	

TOGETHER WITH as appurtenant to the land hereby transferred a right of carriageway over all that piece or parcel of land twelve feet wide described in Deposited Plan No. 220648 as "site of proposed right of way 12ft.wide" being within Lots 18, 19 and 20 in the said Deposited Plan No. 220648 and also over all that piece or parcel of land described in the said Deposited Plan No. 220648 as "site of proposed right of way variable width" being within Lot 14 in the said Deposited Plan No. 220648.

Now being Whole of the land comprised in Cert. of Title Vol. 9643 Fol. 94 99 100 101 as regards Lots 14. 18. 19. 20.

St 437—1 W K 1165— V. C. N. Blight, Government Printer

013474

Req:R442076 /Doc:DL K360577 /Rev:15-Apr-1997 /Sts:Q2.OK /Pgs:ALL /Prt:20-Sep-2016 16:38 /Seq:2 of 4
Ref:PER168755 /Src:M

And the transferee covenant(s) with the transferor

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

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

AND the transferees for themselves their executors administrators and assigns hereby covenant with the transferor his executors administrators and assigns as follows:-

(a) That no main building may be erected on the subject land unless the external walls thereof are constructed of timber, brick, stone and/or concrete. Providing always that any out-building may be built of fibro cement or other material but shall be painted immediately after erection with a good oil colour in a workmanlike manner.

(b) that for the benefit of the adjoining land being the residue of the land comprised in Deposited Plan No.220648 but only during the ownership thereof by the transferor no fence shall be erected on the land hereby transferred to divide it from such adjoining land without the consent of the Transferor but such consent shall not be withheld if such fence is erected without expense to the Transferor and in favour of any person dealing with the transferees or their assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.

THE land to which the benefit of these covenants is intended to be appurtenant is the residue of the land comprised in Deposited Plan No. 220648.

THE land the subject of the burden of these covenants is the land hereby transferred.

THE persons entitled to release vary or modify these covenants is the Transferor his executors administrators and assigns.

e A very short note will suffice.

ENCUMBRANCES, &c., REFERRED TO.e

1. Reservations and conditions (if any) contained in Crown Grant.
2. Easement for drainage 8ft. wide created by registration of Deposited Plan No. 220648.

St. 437—2 K 1165—2

16357RP-1

Req:R442076 /Doc:DL K360577 /Rev:15-Apr-1997 /Sts:Q2.OK /Pgs:ALL /Prt:20-Sep-2016 16:38 /Seq:3 of 4
Ref:PER168755 /Src:M

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

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

Execution may be proved where the parties are resident:—

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

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

(c) *in any foreign place* by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commissioners' Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

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

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

Signed at Sydney the 16th day of June 19 66

Signed in my presence by the transferor CHARLES ALFRED HURDIS by his attorney ERNEST ARTHUR HURDIS who is personally known to me:

C. A. Hurdis
Transferor.*

Solicitor
Frenchs Forest

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

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Solicitor
Sydney

B. Griffiths
B. Griffiths
Transferee(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. 27553 *Miscellaneous Register under the authority of which he has just executed the within transfer.*ƒ

Signed at Frenchs Forest *the* 16th *day of* June 19 66

Signed in the presence of—

E. A. Hurdis

Solicitor
Sydney

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

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

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

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

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

Sc 437—2 K 1165—2

Req:R442076 /Doc:DL K360577 /Rev:15-Apr-1997 /Sts:Q2.OK /Pgs:ALL /Prt:20-Sep-2016 16:38 /Seq:4 of 4
Ref:PER168755 /Src:M

K 360577

LODGED BY N.A.A. PRIMROSE, Solicitor,

No.

77 Castlereagh Street,

Sydney. 28-6541.

FEES.

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

(a) £2 10s. 0d. where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £3. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 2s. is made for every Certificate of Title or Crown Grant after the first.

(b) A supplementary charge of £1 is made in each of the following:—
(i) Where a restrictive covenant is imposed; or
(ii) A new easement is created; or
(iii) A partial discharge of mortgage is endorsed on the transfer.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1 C.T.
2
3
4
5
6

Received Docs. Nos.

Receiving Clerk.

PARTIAL DISCHARGE OF MORTGAGE.

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

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

Dated at *this* *day of* 19 .

Signed in my presence by

who is personally known to me.

Mortgagee.

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

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER together with right of carriageway. Subject to covenant.
Checked by	Particulars entered in Register Book.
Passed (in S.D.B.) by RAR 7-7-66	on 8.8.1966
Signed by	at Sydney. Registrar-General.

EXTRA FEES Covenant £1.0.0 Note £1.0.0

R.D.3/24

PROGRESS RECORD.

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

VOL. FOL.

K 67-4 K116

Northern Beaches Council

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

Date Printed: 20 September 2016

Certificate Number: ePLC2016/3154

Applicant Reference: PER168755

Receipt Number: 12104

InfoTrack

DX 578

SYDNEY

Property Address: 4 Newell Place FRENCHS FOREST NSW 2086

Legal Description: Lot 19 DP 220648

Property ID: 124628

Note: This planning certificate pertains to land which was within the area of the former Warringah Council and is now within the area of the Northern Beaches Council pursuant to the Local Government (Council Amalgamations) Proclamation 2016.

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

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

Warringah Local Environmental Plan 2011

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

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

a) Draft State Environmental Planning Policy (Competition) 2010

b) The following planning proposals may affect the land:

Date of Council Resolution	Outline of Planning Proposal	Land to which Planning Proposal applies
22 March 2016	Minor amendments to the Warringah Local Environmental Plan 2011 and Warringah Local Environmental Plan 2000 to correct anomalies and bring up to date with current state legislation and previous Council Resolutions. Minor amendments include: rezoning certain land to reflect current landuses; amendment to the Heritage Map; amendment to the cadastre on various maps; changes to the exempt development requirements for signage and changes to requirements for the temporary use of land. For more information contact Northern Beaches Council, Strategic Planning on 99422111	Various properties not limited to • Cromer High School • Lindrum Reserve • Driveway Adjoining Pitt Road Neighbourhood Centre, North Curl Curl • Dee Why Post Office and Adjacent Pathway • No.53 Aubreen Street, Collaroy
25 March 2014 27 October 2015	Amends WLEP 2011 to rezone the identified subject sites and to reclassify one of the allotments to reflect and be compatible with the surrounding land use zones and management principles.	Darley Street and Starkey Street, Forestville (Lot 7084 in DP 93981, Lot 15 in DP 401139, Lot X & Y in DP 26598, 'the Centre' road reserve between Darley Street & Starkey Street and LOT 18 DP 30880).

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

Warringah Development Control Plan 2011

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

2. *Zoning and land use under relevant LEPs*

2.1 *Zoning and land use under Warringah Local Environmental Plan 2011*

(a) The land is identified by Warringah Local Environmental Plan 2011 as being within the following zone.

LEP - Land zoned R2 Low Density Residential

(b) The purposes for which Warringah Local Environmental Plan 2011 provides that development may be carried out within the zone without the need for development consent.

Refer to extract of Warringah Local Environmental Plan 2011 (attached)

(c) The purposes for which Warringah Local Environmental Plan 2011 provides that development may not be carried out within the zone except with development consent.

Refer to extract of Warringah Local Environmental Plan 2011 (attached)

(d) The purposes for which Warringah Local Environmental Plan 2011 provides that development is prohibited within the zone.

Refer to extract of Warringah Local Environmental Plan 2011 (attached)

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

No

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

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

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

No

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

No

2.2 *Draft Local Environmental Plan – if any*

Please refer to the table in Question 1.2.

Please contact Council's Strategic Planning unit with enquiries on 9942 2111

3. *Complying development*

(1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (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.

(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

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

Complying development may be carried out on the whole of the land.

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

Complying development may be carried out on the whole of the land.

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

Complying development may be carried out on the whole of the land.

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

Complying development may be carried out on the whole of the land.

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

Complying development may be carried out on the whole of the land.

(f) May Complying Development under the Commercial and Industrial (New Buildings and Additions) Code be carried out on the land?

Complying development may be carried out on the whole of the land.

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

Complying development may be carried out on the whole of the land.

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

Complying development may be carried out on the whole of the land.

(i) May Complying Development under the Fire Safety Code be carried out on the land?

Complying development may be carried out on the whole of the land.

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

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

4A. *Information relating to beaches and coasts*

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

No

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

No

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

No

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

Whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

No

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

No

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

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

No

(b) any environmental planning instrument

No

(c) any resolution of Council.

No

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

(a) as adopted by Council

Land Slip Risk Area C

(b) as adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in a planning certificate issued by the Council.

No

7A. *Flood related development controls information*

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

No

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

No

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

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

No

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

Northern Beaches Council Section 94A Plan 2016 (adopted 7 July 2016 effective 16 July 2016). Please contact Council's Customer Service Counter for more information.

9A. *Is this land biodiversity certified land (within the meaning of Part 7AA of the Threatened Species Conservation Act 1995)?*

No

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

No

11. *Bush Fire Prone Land*

No

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

No

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

No

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

No

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

No

For what period is the certificate current?

Not Applicable

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

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

No

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

No

For what period is the certificate current?

Not Applicable

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

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

No

For what period is the certificate current?

Not Applicable

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

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

No

18. Paper subdivision information

(a) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot

Not applicable

(b) The date of any subdivision order that applies to the land

Not applicable

Words and expressions used in this clause have the same meaning as they have in Part 16C of the Environmental Planning and Assessment Regulation 2000

19. Site verification certificates

(a) Is there a current site verification certificate of which the council is aware, in respect of the land?

No

(b) For what matter is certified by the site verification certificate?

Not applicable

(c) *For what date does the site verification certificate cease to be current?*

Not applicable

A copy of the site verification certificate may be obtained from the head office of the Department of Planning and Infrastructure

20. *Whether the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division*

No

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

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

No

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

No

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

No

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

No

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

No

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

Northern Beaches Council

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

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

Note: This planning certificate pertains to land which was within the area of the former Warringah Council and is now within the area of the Northern Beaches Council pursuant to the Local Government (Council Amalgamations) Proclamation 2016.

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

Date of Council Resolution	Outline of Planning Proposal	Land to which Planning Proposal applies
23 August 2016	Amends WLEP 2011 to: • Rezone part of the properties from E2 Environmental Conservation to B7 Business Park	8, 10 and 12 Narabang Way, Belrose Lots 907, 906 and 905 in DP 867091
22 March 2016	Amends Schedule 1 Additional Permitted Uses under WLEP 2011 to: • Permit the use of 'service station' • Permit the use of 'neighbourhood shop' with a floor area of less than 240sqm	632-634 Warringah Road, Forestville Lots 8 & 9, DP 250525
23 June 2015	Amends WLEP 2011 to allow development of internal and attached Secondary Dwellings in the RU4 – Primary Production Small Lot zone	RU4 – Primary Production Small Lot zone
25 November 2014	Amends WLEP 2000 and WLEP 2011 to: • Rezone land on Ralston Avenue Belrose from Locality C8 – Belrose North to part R2 Low Density Residential, part RE1 Public Recreation and part E3 Environmental Conservation. • Introduce subdivision lot size and height of building controls to land proposed to be zoned R2 Low Density Residential. • Amend the Land Application and Landslip Risk maps.	Ralston Avenue, Belrose Lot 1 DP 1139826
23 September 2014	Amends WLEP 2011 to: • Increase maximum permissible building heights • Introduce floor space ratio controls • Provide development standards in relation to car parking, building setbacks and building proportion • Identify additional "Key Sites" Implement a delivery mechanism for key infrastructure and public domain improvements	Dee Why Town Centre (Boundaries identified within the Planning Proposal)

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

No

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

No

(d) Is the land subject to Councils resolution of 26th August 1997. Assessment of Development applications will be made by reference to the Collaroy/Narrabeen Coastline Management Plan- Development Guidelines for Collaroy/Narrabeen Beach.

No

2. *Threatened Species.*

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

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

Many threatened species identified under the Threatened Species Conservation Act 1995 (NSW) and Environment Protection and Biodiversity Conservation Act 1999 (Commonwealth) are found within the Local Government Area of Warringah. 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

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

Many threatened species identified under the Threatened Species Conservation Act 1995 (NSW) and Environment Protection and Biodiversity Conservation Act 1999 (Commonwealth) are found within the Local Government Area of Warringah. 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**

3. *Does Council's Protection of Waterways and Riparian Land Policy apply to the land?*

No

4. *(a) Is this land affected by Council's geotechnical assessment of Queenscliff headland?*

No

(b) Is the land identified as having specific potential geotechnical hazards?

No

5. *Is the land subject to Council Resolution No. 192/15 made on 22 September 2015?*

No

Additional Information:

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

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

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

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

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

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

Disclaimer

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

Mark Ferguson
INTERIM GENERAL MANAGER
NORTHERN BEACHES COUNCIL

ATTACHMENT 'A'
ATTACHMENT TO CERTIFICATE UNDER SECTION 149(2)
OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT

Clause 1.1 of the Section 149(2) Certificate

SYDNEY REGIONAL ENVIRONMENTAL PLAN (Sydney Harbour Catchment) 2005 – Gazetted: 28.09.2005
The plan aims to establish a balance between promoting a prosperous working harbour, maintaining a healthy and sustainable waterway environment and promoting recreational access to the foreshore and waterways. It establishes planning principles and controls for the catchment as a whole.

STATE ENVIRONMENTAL PLANNING POLICY NO. 30 – Intensive Agriculture – Gazetted 08.12.1989. Amended 20.08.1993, 24.02.1995, 11.06.1999 and 04.08.2000
The SEPP introduces consistency in the control of cattle feed lots and piggeries throughout the State by ensuring development consent is required for all cattle feed lots and specifying the information to accompany such applications and the range of matters the consent authority must consider before granting consent.

STATE ENVIRONMENTAL PLANNING POLICY NO.32 –Urban Consolidation (Redevelopment of Urban Land) – Gazetted 15.11.1991
States the Government's intention to ensure that urban consolidation objectives are met in all urban areas throughout the State. The policy:

- Focuses on the redevelopment of urban land that is no longer required for the purposes it is currently zoned or used.
- Encourages local Councils to pursue their own urban consolidation strategies to help implement the aims and objectives of the policy.

Councils will continue to be responsible for the majority of rezoning. The policy sets out guidelines for the Minister to follow when considering whether to initiate a regional environmental plan (REP) to make particular sites available for consolidated urban development. Where a site is rezoned by an REP, the Minister will be the consent authority.

STATE ENVIRONMENTAL PLANNING POLICY NO.50 – Canal Estates – Gazetted 10.11.1997
Bans new canal estates from the date of gazettal, to ensure coastal and aquatic environments are not affected by these developments.

STATE ENVIRONMENTAL PLANNING POLICY NO. 55 – Remediation of Land - Gazetted 28.08.1998
Aims to promote the remediation of contaminated land for the purpose of reducing the risk of harm to human health or any other aspect of the environment. The policy applies to the whole state, to ensure that remediation is permissible development and is always carried out to a high standard. It specifies when consent is required for remediation and lists considerations that are relevant when rezoning land and determining development applications.

STATE ENVIRONMENTAL PLANNING POLICY NO. 62 – Sustainable Aquaculture -Gazetted: 01.10.2000.
The plan aims to encourage sustainable aquaculture throughout New South Wales by:

- Making aquaculture permissible under certain zones under the Standard Instrument,
- Setting minimum performance criteria for aquaculture development, and
- Establishing a graduated environmental assessment regime for aquaculture development.

STATE ENVIRONMENTAL PLANNING POLICY NO. 64 – ADVERTISING AND SIGNAGE - Gazetted 16.03.2001
Aims to ensure that outdoor advertising is compatible with the desired amenity and visual character of an area, provides effective communication in suitable locations and is of high quality design and finish. The SEPP was amended in August 2007 to permit and regulate outdoor advertising in transport corridors (e.g. freeways, tollways and rail corridors). The amended SEPP also aims to ensure that public benefits may be derived from advertising along and adjacent to transport corridors. Transport Corridor Outdoor Advertising and Signage Guidelines (DOP July 2007) provides information on design criteria, road safety and public benefit requirements for SEPP 64 development applications.

STATE ENVIRONMENTAL PLANNING POLICY NO. 65 – Design Quality of Residential Flat Development - Gazetted 26.07.2002. Aims to improve the design quality of residential flat development in New South Wales.

STATE ENVIRONMENTAL PLANNING POLICY NO. 71 - Coastal Protection - Gazetted 01.11.2002 (and in force in Warringah from 18.11.2005) Aims to protect and manage the natural, cultural, recreational and economic attributes of the New South Wales coast. The policy identifies sensitive coastal locations and sets down additional planning criteria to be considered in these areas.

STATE ENVIRONMENTAL PLANNING POLICY (Housing for Seniors or People with a Disability) 2004 - Gazetted 31.03.2004; Repealed by SEPP (Seniors Living) Housing for Seniors or People with a Disability) 2004 and effective 12.10.07.

Aims to encourage the provision of housing (including residential care facilities) that will:

(a) Increase the supply and diversity of residences that meet the needs of seniors or people with a disability, and
(b) Make efficient use of existing infrastructure and services, and
(c) Be of good design.

STATE ENVIRONMENTAL PLANNING POLICY (Building Sustainability Index: BASIX) 2004 - Gazetted 25.06.2004. The aim of the policy is to encourage sustainable residential development (*the BASIX scheme)*, specifically to achieve a reduction in the consumption of water and reduction in energy use leading to less green house gas emissions.

STATE ENVIRONMENTAL PLANNING POLICY (Sydney Metropolitan Water Supply) 2004 - Gazetted 24.12.2004. The aims of the policy are to facilitate development for water supply infrastructure to enable deep water extraction from dams, and to facilitate investigation into the availability of groundwater to augment water supply to the Sydney metropolitan area (including the carrying out of exploratory drilling).

STATE ENVIRONMENTAL PLANNING POLICY (Temporary Structures and Places of Public Entertainment 2007 – Gazetted 28.09.2007, effective 26.10.07. Provides for the erection of temporary structures and the use of places of public entertainment while protecting public safety and local amenity. The SEPP supports the transfer of the regulation of places of public entertainment and temporary structures (such as tents, marquees and booths) from the Local Government Act 1993 to the Environmental Planning and Assessment Act 1979.

Aims to ensure the provision of safety measures for uses of temporary structures or POPE, to encourage the protection of the environment at these locations, and to specify circumstances under which these structures and uses can be considered exempt or complying development. Also aims to promote job creation and increase access for places of public entertainment.

STATE ENVIRONMENTAL PLANNING POLICY (MAJOR PROJECTS) 2005
Gazetted: 01.08.05. Formerly known as State Environmental Planning Policy (State Significant Development) 2005. Defines certain developments that are major projects under Part 3A of the Environmental Planning and Assessment Act 1979 and determined by the Minister for Planning. The SEPP also lists State significant sites. The policy repeals SEPP 34 and SEPP 38, as well as provisions in numerous other planning instruments, declarations and directions.

STATE ENVIRONMENTAL PLANNING POLICY (Sydney Region Growth Centres) 2006
Gazetted: 28.07.06. Abstract: Provides for the coordinated release of land for residential, employment and other urban development in the North West and South West growth centres of the Sydney Region (in conjunction with Environmental Planning and Assessment Regulation relating to precinct planning).

STATE ENVIRONMENTAL PLANNING POLICY (INFRASTRUCTURE) 2007
Gazetted: 21 December 2007; Commenced: 1 January 2008. Facilitates the delivery of public infrastructure and provision of services across the State by providing a consistent planning regime for this purpose; greater flexibility of location of infrastructure and provisions for development, redevelopment and disposal of surplus government owned land.

STATE ENVIRONMENTAL PLANNING POLICY (REPEAL OF CONCURRENCE AND REFERRAL PROVISIONS) 2008
Gazetted: 12.12.2008; Commencement: 15.12.2008. The SEPP aims to improve efficiency in the planning system by removing duplicative or unnecessary requirements in environmental planning instruments (EPIs) to consult with State agencies (government departments) on planning decisions.

STATE ENVIRONMENTAL PLANNING POLICY (EXEMPT AND COMPLYING DEVELOPMENT CODES) 2008
Gazetted: 12.12.2008 – Commenced 27.02.2009
Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, types of complying development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

STATE ENVIRONMENTAL PLANNING POLICY (AFFORDABLE RENTAL HOUSING) 2009
Published: 31.07.2009; Commencement 31.07.2009. The policy aims to better encourage home owners, social housing providers and developers to invest and create new affordable rental housing to meet the needs of our growing population and existing residents.

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

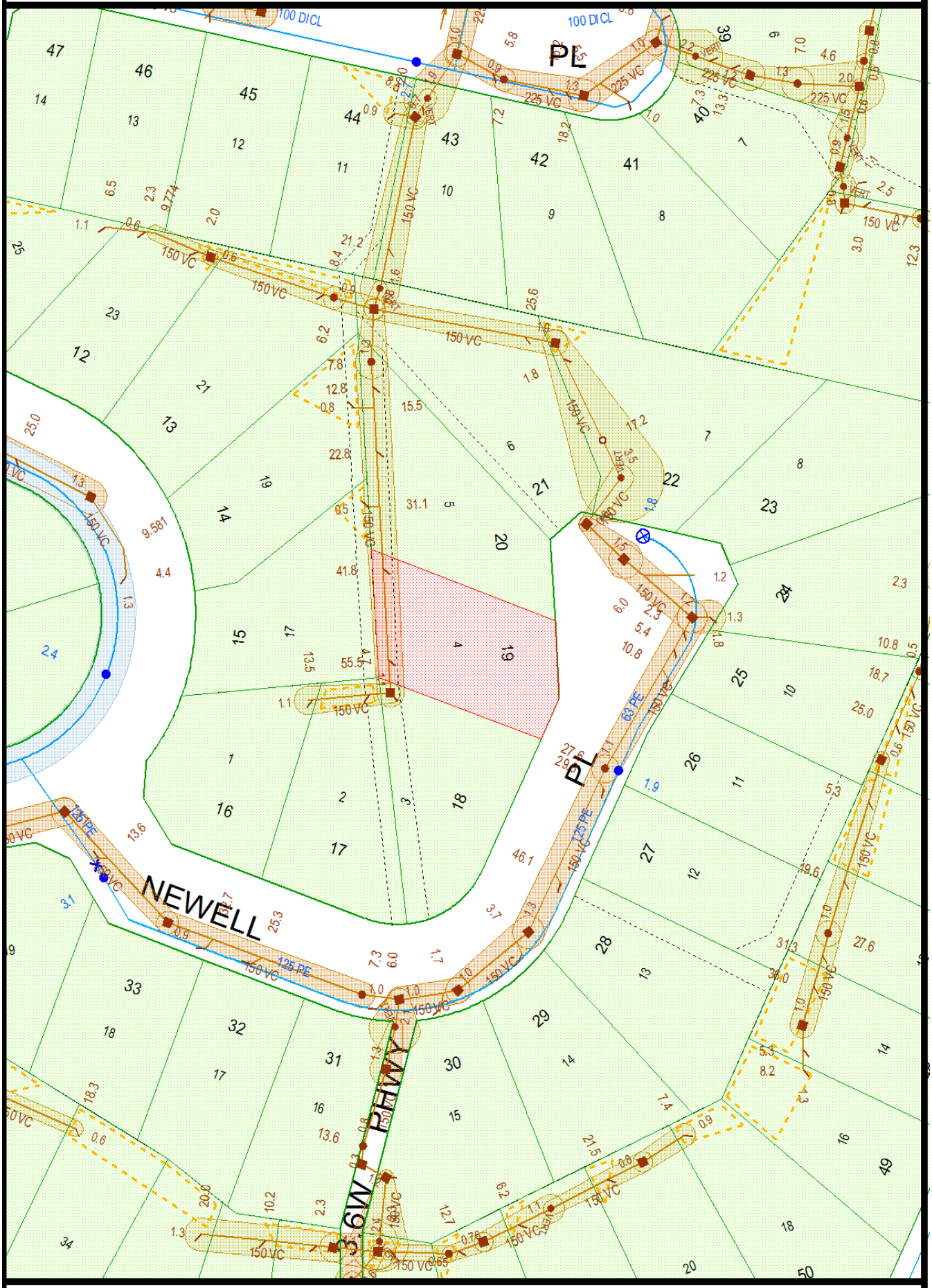
3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Child care centres; 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; Veterinary hospitals

4 Prohibited

Any development not specified in item 2 or 3

Application No. 9474376 Created on Sep 20, 2016 4:39:10 PM



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.

Application No. 9474377 Created on Sep 20, 2016 4:39:10 PM

Copy of Diagram No. 716980 11

M. W. S. & D. B.

SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF WARRINGAH

SUBURB OF FRENCHS FOREST

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

SEWER AVAILABLE

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

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

SYMBOLS AND ABBREVIATIONS

■	Manhole	O WS	Waste Stack		
□	Chamber	IP	Induct Pipe		
●	L.H. Lamphole	MF	Mica Flap		
⌑	Boundary Trap	T	Tubs		
⊕	Inspection Shaft	K	Kitchen Sink		
■	Pit	W	Water Closet		
▤	G Grease Intercepter	B	Bath Waste		
⊠	Gully	H	Handbasin		
⊠	P Trap	S	Shower		
■	R Reflux Valve	Jn.	Junction		
◇	Cleaning Eye	DW.	Dishwasher		
O	Vert Vertical Pipe	F	Floor Waste		
O	V Vent Pipe	M	Washing Machin		
O	SV Soil Vent Pipe	BS	Bar Sink		

DRAINAGE

Supervised by ...../...../.....
Inspector

Field Diagram Examined by ...../...../.....
Chief Inspector

Date of Issue | Tracing Checked by ...../...../.....

PLUMBING

Supervised by ...../...../.....
Inspector

Outfall ..W.W..... Drainer .....

W.S ..... Ur.s ..... Plumber .....

W.B. 300181 ..... Gaz. on 1 / 8 / 86

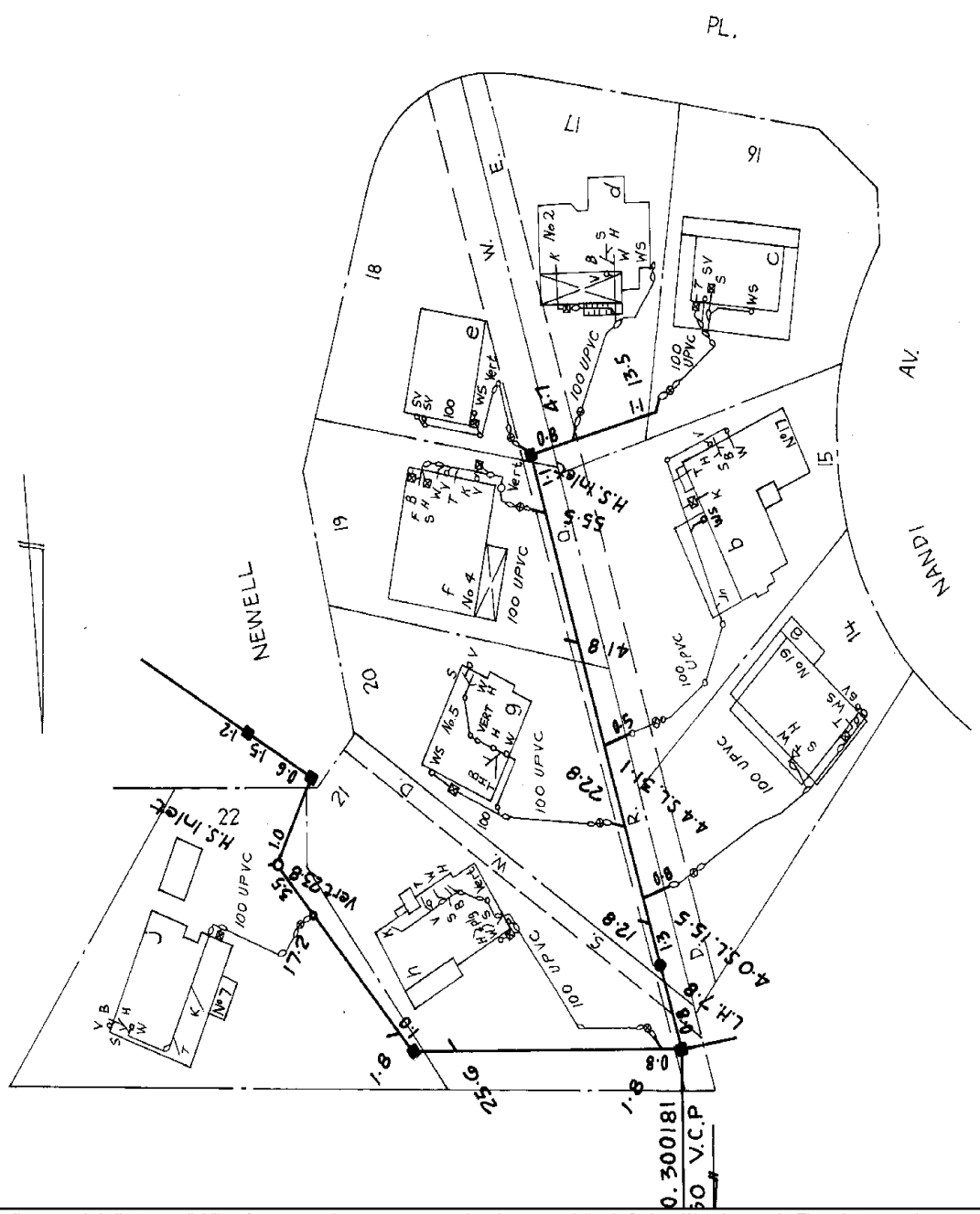
W.O. ..... Gaz. on ...../...../.....

Boundary Trap ✱✱/is not required

Sheet No. T.605

for House Services Engineer ...../...../.....

Section Dates: a: 5./12./86 b: 1./2./86 c: 17./10./86 d: 3./12./86 e: 2./12./86 f: 2./12./86 g: 3./12./86 h: 30./1./87 j: 3./12./86 k: ...../...../..... m: ...../...../..... n: ...../...../..... p: ...../...../..... q: ...../...../.....



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.

POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made by deed on **16 September 2014** by the companies listed in Schedule A (each of them the **Company**).

The Company appoints the persons who have, or whose title includes, a title listed in Schedule B in any of the Companies to be its Attorneys (each of them an **Attorney**) so that:

(i) any Attorney jointly and severally has the power to do any of the acts referred to in Schedule C; and

(ii) any two Attorneys jointly have the power to do any of the acts referred to in Schedule D,

on behalf of the Company (but only to the extent that the Company may lawfully authorise the Attorney so to do) until this Power of Attorney is revoked by the Company or an Attorney ceases to hold a title, or a title including any of the titles listed in Schedule B in any of the Companies, or the Attorney is revoked in accordance with clause 5 of this Power of Attorney.

DECLARATIONS

The Company declares that:

1. Any person, including the Registrar of Titles of Western Australia or any other registration authority in Australia or elsewhere, dealing with an Attorney or a person purporting to be an attorney under this Power or Attorney is:
   (a) entitled to rely on the execution of any document by that person as conclusive evidence that:
      (i) the person holds the office set out in this Power of Attorney;
      (ii) this Power of Attorney has come into effect and has not been revoked; and
      (iii) the right or power exercised, or purported to be exercised, is properly exercised and the circumstances have arisen to authorise the exercise of that right or power; and
   (b) not required to make any enquiries in respect of any of the above matters.
2. Each provision (including each power referred to in Schedule C and Schedule D) in this Power of Attorney is to be regarded as separate and independent to the extent that if the whole or any part of the provision is held to be invalid in any jurisdiction (but not in others) all of the other provisions (or parts of them) which have not been held to be invalid remain in full force and effect in that jurisdiction and all other jurisdictions.
3. To the extent that a provision deals with a specific subject matter which is covered by another provision dealing with the same or similar subject matter, the provisions shall be construed as alternatives which an Attorney and the Company may choose to rely on. The provisions are not to be construed as inconsistent with or repugnant to each other.
4. An Attorney may exercise, or purport to exercise, any right or power under this Power of Attorney as attorney of the Company both on the Company's own account and where the Company is acting in any other capacity including in the capacity of responsible entity, trustee, executor, representative, attorney, manager, custodian, financial manager, agent or fiduciary of any person, entity, trust or scheme.
5. The appointment of any Attorney under this Power of Attorney is revoked:
   (a) immediately if the Company gives the relevant Attorney written notice at the revocation of its appointment, or
   (b) immediately and automatically from the time the Attorney ceases to be an employee of the Employer.
6. In the interpretation of this Power of Attorney, unless the context otherwise requires:

(c) the singular includes the plural and vice versa;

(d) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;

(e) references to a gender include all other genders;

(f) references to a Schedule are to a schedule to this Power of Attorney and each Schedule forms part of this Power of Attorney;

(g) "document" includes any deed, agreement, letter, form, notice, consent, transfer, conveyance, lease, licence, caveat, policy, claim, demand, appeal, objection, will, settlement, trust, power of attorney, surrender, warrant, appointment, undertaking, covenant, guarantee, discharge, variation, transmission, application, acceptance, assurance, receipt, assignment, acknowledgement, statement, contract, certificate, confirmation, schedule, instruction and other instrument;

(h) "Employer" means Perpetual Limited (ABN 86 000 431 827) or a wholly owned subsidiary of Perpetual Limited;

(i) "financial manager" includes any person appointed in a similar capacity under the legislation of any State or the Commonwealth whether described as financial manager, administrator or any other name;

(j) "includes" means includes without limitation;

(k) "person" includes an individual, firm, trust, body corporate, partnership, joint venture, association (whether incorporated or not) and any other body whether governmental or semi-governmental ;

(l) "property" includes real and personal property (including money, a debt or other thing in action), any estate, right or interest in or to any real or personal property and any licence, sub-licence or other arrangement in relation to real or personal property (notwithstanding that it does not confer an estate, right or interest in that property), wherever located;

(m) "securities" includes shares, stocks, notes, options, units, bonds, stapled securities, treasury bills, bills of exchange and debentures of or in any corporation, entity, trust or scheme;

(n) "security interest" includes any mortgage, sub-mortgage, charge, encumbrance, pledge, lien, assignment by way of security, hypothecation, secured interest over any property and includes any other arrangement having the same or equivalent commercial effect and any agreement to create or give such an interest;

(o) "statute" includes any legislation, regulation or ordinance and includes corresponding regulations and instruments and in all instances as amended, re-enacted or replaced; and

(p) "Superannuation Entities" includes funds regulated by the Australian Prudential Regulation Authority or its successor.

7. The powers granted by this Power of Attorney take effect without geographical limitation.

8. The Company undertakes to ratify everything which its Attorneys do or purport to do in the lawful exercise of any of the powers contained in this Power of Attorney.

9. The Company will indemnify and keep its Attorneys indemnified against all claims, demands, costs, damages, losses and expenses, however arising in connection with the lawful exercise of any of the powers contained in this Power of Attorney.

10. With respect to property in Western Australia, whether registered under the *Transfer of Land Act 1893* (WA), the *Strata Titles Act 1985* (WA), the *Land Administration Act 1997* (WA), or otherwise, the Attorneys may act in accordance with this Power of Attorney in the name of the Company.

SCHEDULE A

Companies

Company	ACN	ABN
Fordham Business Advisors Pty Ltd	140 981 853	77 140 981 853
Perpetrust Nominees Pty Ltd	004 470 964	90 004 470 964
Perpetual Corporate Trust Limited	000 341 533	99 000 341 533
Perpetual Custodians Limited	000 313 431	70 000 313 431
Perpetual Investment Management Limited	000 866 535	18 000 866 535
Perpetual Nominees Ltd	000 733 700	37 000 733 700
Perpetual Services Pty Limited	001 020 364	25 001 020 364
Perpetual Trust Services Limited	000 142 049	48 000 142 049
Perpetual Trustee Company Limited	000 001 007	42 000 001 007
Perpetual Trustee Company (Canberra) Ltd	008 393 806	89 008 393 806
Perpetual Trustees Consolidated Limited	004 029 841	81 004 029 841
Perpetual Trustees Queensland Limited	009 656 811	49 009 656 811
Perpetual Trustees Victoria Limited	004 027 258	47 004 027 258
Perpetual Trustees W.A. Ltd	008 666 886	98 008 666 886
P.T. Limited	004 454 666	67 004 454 666
The Trust Company Limited	004 027 749	59 004 027 749
The Trust Company (Australia) Limited	000 000 993	21 000 000 993
The Trust Company (PTAL) Limited	008 412 913	28 008 412 913
The Trust Company (Nominees) Limited	000 154 441	14 000 154 441
The Trust Company (PTCCL) Limited	008 390 387	48 008 390 387
The Trust Company (UTCCL) Limited	008 426 784	35 008 426 784
The Trust Company (FCNL) Pty Limited	006 827 738	98 006 827 738
The Trust Company (Legal Services) Pty Limited	003 284 437	32 003 284 437
The Trust Company (RE Services) Limited	003 278 831	45 003 278 831
The Trust Company (Real Estate) Pty Limited	004 434 995	12 004 434 995

SCHEDULE B

Attorneys

Any person holding one or more of the following titles, or whose title includes any of the following titles, in any of the Companies:

Account Executive

Adviser

Administrator

Analyst

Associate

Company Secretary

Consultant

Counsel

Director

Executive

General Manager

Group Executive

Head of

Leader

Manager

Officer

Portfolio Manager

Senior Administrator

Senior Adviser

Senior Associate

Senior Consultant

Senior Legal Counsel

Senior Manager

Senior Officer

State Manager

Team Leader

SCHEDULE C

Several Acts

1. To attend for and on behalf of the Company and to represent it either personally or through a barrister, solicitor or other agent, before any court judge, registrar, magistrate, board, commission, arbitrator or other tribunal or authority wherever the attendance of the Company is required.

2. To attend, vote and act at any meeting of members or any class of members or of creditors of any corporation, trust, entity or scheme in which the Company is or may in the future be interested (or appoint some other person to attend, vote or act) and do any other act which the Company is or may be authorised to do in connection with its interest in any such corporation, trust, entity or scheme including the giving or appointment of proxies in relation to any such meeting.

3. To execute any document in relation to the renunciation or resignation of an executorship, enduring power of attorney or similar appointment.

SCHEDULE D

Joint Acts

1. To execute, issue or deliver any document:

   1.1. to acquire goods, services or rights where the total consideration to be paid under the document does not exceed $20,000 (excluding GST);

   1.2. made, given or required in relation to any statute or by any statutory or regulatory authority;

   1.3. to amend, novate, cancel, rescind, discharge or terminate any agreement, appointment or relationship to which the Company is a party;

   1.4. in relation to the exercise of any right, power or authority given or purported to be given under any document;

   1.5. made, given or required in relation to any court or tribunal order,

   1.6. in relation to the appointment of any manager, valuer, expert, auditor, accountant, supervisor, bailiff, receiver or receiver and manager, including in relation to the duties, remuneration or termination of appointment of any such person;

   1.7. in relation to the appointment of any arbitrator, mediator or dispute resolution body or any reference or submission to that person or body;

   1.8. in relation to any licence or sub-licence relating to information technology or intellectual property;

   1.9. in relation to any policy of insurance of any nature, including applications, claims or in connection with discharge, transfer, conversion, assignment or consent of any insurance policy or claims;

   1.10. necessary or expedient in relation to the stamping of any document;

   1.11. in relation to any registration copy of any document;

   1.12. in relation to the holding of any property or document in escrow;

   1.13. in relation to the offer of a managed investment scheme through a platform, investor directed portfolio service or related service or platform

   1.14. in relation to any confidential information.

2. To appoint or dismiss any officer, agent, consultant, workmen, servant or employee in connection with any of the affairs of the Company or any estate, business or property which the Company may be interested and to determine the duties, salaries, wages and remuneration of any such persons and to execute any document in connection with the appointment, dismissal, remuneration or duties of any such persons.

3. To accept any appointment or authorisation to act as trustee, co-trustee, executor, co-executor, receiver, administrator, controller, committee manager, guardian, custodian, financial manager or other representative, to execute, to issue or deliver any document or take any action which the Attorneys consider necessary or desirable in connection with that office or appointment.

4. To accept any appointment and to act as the donee or co-donee under any General, Protective or Enduring Power of Attorney and to execute any document or take any action which the Attorneys consider necessary or desirable in connection with that appointment.

5. To demand, give notice of the dishonor of, receive, recover and give effectual discharge for all sums of money, bank notes, debts, bills of exchange, promissory notes, bankers' drafts and other cheques, orders, bonds, securities, share certificates, debentures, scrip and deposit notes which may be due, payable or belonging to the Company and to call for or compel, adjust and finally settle all accounts and demands between the Company and any other person and to

receive all moneys payable to the Company on the taking of the amounts and to execute any documents which are necessary or desirable in relation to any of them.

6. To execute, issue or deliver any document in relation to securities, including in relation to:

   6.1. the allotment, subscription, application or issue of any securities;

   6.2. the conversion of any securities into any other form of security;

   6.3. the sale, redemption, withdrawal or transfer of any securities;

   6.4. any meeting of holders of securities, including proxy voting forms;

   6.5. any swaps, derivatives or futures transactions

   6.6. general investment administration, including applications to participate in floats and placements;

   6.7. the participation in any clearing, payment, registry or settlement system;

   6.8. the Australian Securities Exchange Limited (or any successor of it) or any market in which securities are traded;

   6.9. any finance facility or debt funding for a trust or managed investment scheme, including any term sheet, unit holder loan or financial accommodation or related verification document.

7. To execute, issue or deliver any document in relation to any mortgage origination, securitisation or covered bond arrangement including:

   7.1. giving series notices or notices of creation of trust, and the amendment or termination of such securitisation arrangements;

   7.2. the origination, custody, purchase or transfer of receivables;

   7.3. the establishment, administration or provision of other services in respect of securitisation trusts and security trusts;

   7.4. the making or provision of financial accommodation;

   7.5. the issuing, subscription and/or underwriting of debt instruments;

   7.6. giving effect to any tax sharing arrangement;

   7.7. giving effect to any derivative or futures transaction.

8. To execute any documents required to enable the Company to perform its role as responsible entity of a managed investment scheme, or in any capacity relating to a Superannuation Entity, including:

   8.1. trust deeds or constitutions;

   8.2. deeds of amendment;

   8.3. deeds of appointment and retirement of trustee or responsible entity;

   8.4. bank account establishment documentation;

   8.5. service provider agreements, including custody, sub-custody, primebroker, administration and investment management agreements;

   8.6. distribution agreements, including rebate, ratings or any agreement;

   8.7. portfolio agreements;

   8.8. standard transfer forms for the acquisition and disposal of securities;

   8.9. shareholder or unit holder agreements;

   8.10. property title transfer forms;

   8.11. contracts of purchase and sale;

8.12. investor account establishment documentation (in any jurisdiction);.

9. To execute any documents required to enable the Company to perform its role as trustee, custodian or investment manager of a trust or scheme, or as executor or administrator of a deceased estate, or as financial manager, administrator, or attorney including:

9.1. trust deeds or constitutions;

9.2. deeds of amendment;

9.3. deeds of appointment and retirement;

9.4. bank account establishment documentation;

9.5. service provider agreements, including custody, sub-custody, primebroker, administration and investment management agreements;

9.6. distribution agreements, including rebate, ratings or any agreement to offer the trust or service;

9.7. portfolio agreements;

9.8. shareholder or unit holder agreements;

9.9. standard transfer forms for the acquisition and disposal of securities;

9.10. property title transfer forms;

9.11. contracts of purchase and sale;

9.12. investor account establishment documentation (in any jurisdiction);

9.13. indemnity agreements, or deeds of indemnity, settlement or release.

10. To execute, issue or deliver any document in relation to any security interest, including in relation to:

10.1. any increase or reduction in the rate of interest from time to time charged or payable;

10.2. any increase or reduction in the amount from time to time secured by the security interest;

10.3. any discharge, transfer, assignment or other disposal of any security interest or moneys secured;

10.4. the terms of, or discharge, assignment, surrender or release of, the security interest or moneys secured.

11. To execute, issue or deliver any document in relation to any property, including in relation to:

11.1. any acquisition, sale, mortgage, transfer, alienation or holding of the property;

11.2. the exercise of any right or option;

11.3. any lease, sub-lease, licence, sub-licence, tenancy, assignment, (including any variation, renewal or surrender);

11.4. any exercise or grant of any right, option, consent, power or authority in respect of any security interest, lease, sub-lease, tenancy or licence;

11.5. the registration of the Company (or any person for whom the Company is empowered to act) as proprietor or co-proprietor;

11.6. the registration of any interest held by the Company (or any person for whom the Company is empowered to act) in the property;

11.7. receipts for title deeds, certificates of title, Crown leases, mortgages delivered by the Registrar General, Registrar of Titles or any similar officer in any country;

11.8. any requisition or requirement in connection with the sale or purchase of any property by the Company (or any person for whom the Company is empowered to act), or the registration or renewal of registration of any document;

11.9. application to any person for any consent required by law to the taking by the Company (or any person for whom the Company is empowered to act) of any interest over property or registration of such interest;

11.10. acceptance of any documents to or in favour of the Company.

12. To demand, receive and deal with any livestock, merchandise, bills of lading, goods, chattels and effects, including to execute, issue or deliver any document in relation to:

12.1. any lease, sub-lease, agreement or assignment of any such property;

12.2. any option, contract or agreement for the purchase, sale or other dealing of any such property;

12.3. the acquisition, holding, transfer or sale of any livestock and stock brands or marks.

13. To execute, issue or deliver any document in relation to any real property or interest in real property, including in relation to:

13.1. amendment of any certificates of title or deposited plan;

13.2. sub-division (whether in strata or otherwise) or consolidation of any title to property;

13.3. alienation, occupation, settlement, management, or improvement of Crown lands;

13.4. caveats;

13.5. any easement or right of use, including any consent, grant, variation, modification or release;

13.6. taking, selecting or obtaining (including by transfer, exchange, conversion or otherwise) any land or any estate or interest in any land, or the conversion of any land or lease into any other tenure or tenures.

14. To take any action (including give notice) or to execute, issue or deliver any document to:

14.1. enter or examine any property, including land or tenements;

14.2. demand possession of any property, including land or tenements;

14.3. enforce any rights or forfeiture of any leases, demises or grants of any property or land;

14.4. recover rent, payment or money;

14.5. perform, arrange or require the improvement, repair, modification or reinstatement of property;

14.6. recover costs of effecting any improvement, repair, modification or reinstatement;

14.7. enforce any right to payment;

14.8. accept or receive any document including any trust deed, title deeds, certificates of title, Crown leases, mortgages, and other documents which may be delivered to the Company by any person including the Registrar General, Registrar of Titles or any other officer of any State or Territory of Australia or any similar officer in any other country.

15. To do any act which the Attorneys consider necessary or desirable in connection with any act or thing referred to in the preceding paragraphs of this Schedule D or the transactions contemplated by them including executing any document which alters or amends any document referred to in this Schedule D.

Executed as a deed.

Signed, sealed and delivered by FORDHAM BUSINESS ADVISORS PTY LTD ACN 140 981 853

Director	~~Director~~/Secretary
Richard van der Merwe	THORNTON CHRISTENSEN
Name	Name

Signed, sealed and delivered by PERPETRUST NOMINEES PTY LTD ACN 004 470 964

Director	~~Director~~/Secretary
Joanne Hawkins	THORNTON CHRISTENSEN
Name	Name

Signed, sealed and delivered by PERPETUAL CORPORATE TRUST LIMITED ACN 000 341 533

Director	~~Director~~/Secretary
Joanne Hawkins	THORNTON CHRISTENSEN
Name	Name

Signed, sealed and delivered by PERPETUAL CUSTODIANS LIMITED ACN 000 313 431

Director	~~Director~~/Secretary
Joanne Hawkins	THORNTON CHRISTENSEN
Name	Name

Signed, sealed and delivered by PERPETUAL INVESTMENT MANAGEMENT LIMITED ACN 000 866 535

Director	~~Director~~/Secretary
Joanne Hawkins	THORNTON CHRISTENSEN
Name	Name

Signed, sealed and delivered by PERPETUAL NOMINEES LTD ACN 000 733 700

Director	~~Director~~/Secretary
Joanne Hawkins	THORNTON CHRISTENSEN
Name	Name

Signed, sealed and delivered by PERPETUAL SERVICES PTY LIMITED ACN 001 020 364

Director	~~Director~~/Secretary
Joanne Hawkins	THORNTON CHRISTENSEN
Name	Name

Signed, sealed and delivered by PERPETUAL TRUST SERVICES LIMITED ACN 000 142 049

Director	~~Director~~/Secretary
Joanne Hawkins	THORNTON CHRISTENSEN
Name	Name

Signed, sealed and delivered by PERPETUAL TRUSTEE COMPANY LIMITED ACN 000 001 007

Director	~~Director~~/Secretary
Christopher Green	THORNTON CHRISTENSEN
Name	Name

Signed, sealed and delivered by PERPETUAL TRUSTEE COMPANY (CANBERRA) LTD ACN 008 393 806

Director

Joanne Hawkins

Name

Director/Secretary

THORNTON CHRISTENSEN

Name

Signed, sealed and delivered by PERPETUAL TRUSTEES CONSOLIDATED LIMITED ACN 004 029 841

Director

Joanne Hawkins

Name

Director/Secretary

THORNTON CHRISTENSEN

Name

Signed, sealed and delivered by PERPETUAL TRUSTEES QUEENSLAND LIMITED ACN 009 656 811

Director

Joanne Hawkins

Name

Director/Secretary

THORNTON CHRISTENSEN

Name

Signed, sealed and delivered by PERPETUAL TRUSTEES VICTORIA LIMITED ACN 004 027 258

Director

Christopher Green

Name

Director/Secretary

THORNTON CHRISTENSEN

Name

Signed, sealed and delivered by PERPETUAL TRUSTEES W.A. LTD ACN 008 666 886

Director

Christopher Green

Name

Director/Secretary

THORNTON CHRISTENSEN

Name

Signed, sealed and delivered by P.T. LIMITED ACN 004 454 666

Director

Anne Hawkins

Name

~~Director~~/Secretary

THORNTON CHRISTENSEN

Name

Signed, sealed and delivered by THE TRUST COMPANY LIMITED ACN 004 027 749

Director

Christopher Green

Name

~~Director~~/Secretary

THORNTON CHRISTENSEN

Name

Signed, sealed and delivered by THE TRUST COMPANY (AUSTRALIA) LIMITED ACN 000 000 993

Director

Christopher Green

Name

~~Director~~/Secretary

THORNTON CHRISTENSEN

Name

Signed, sealed and delivered by THE TRUST COMPANY (PTAL) LIMITED ACN 008 412 913

Director

Christopher Green

Name

~~Director~~/Secretary

THORNTON CHRISTENSEN

Name

Signed, sealed and delivered by THE TRUST COMPANY (NOMINEES) LIMITED ACN 000 154 441

Director

Christopher Green

Name

~~Director~~/Secretary

THORNTON CHRISTENSEN

Name

Signed, sealed and delivered by THE TRUST COMPANY (PTCCL) LIMITED ACN 008 390 387

Director	Director/Secretary
Christopher Green	THORNTON CHRISTENSEN
Name	Name

Signed, sealed and delivered by THE TRUST COMPANY (UTCCL) LIMITED ACN 008 426 784

Director	Director/Secretary
Christopher Green	THORNTON CHRISTENSEN
Name	Name

Signed, sealed and delivered by THE TRUST COMPANY (FCNL) PTY LIMITED ACN 006 827 738

Director	Director/Secretary
Christopher Green	THORNTON CHRISTENSEN
Name	Name

Signed, sealed and delivered by THE TRUST COMPANY (LEGAL SERVICES) PTY LIMITED ACN 003 284 437

Director	Director/Secretary
Joanne Hawkins	THORNTON CHRISTENSEN
Name	Name

Signed, sealed and delivered by THE TRUST COMPANY (RE Services) LIMITED ACN 003 278 831

Director	Director/Secretary
Christopher Green	THORNTON CHRISTENSEN
Name	Name

Signed, sealed and delivered by THE TRUST COMPANY (REAL ESTATE) PTY LIMITED ACN 004 434 995:

Director

NOEL FINCK

Name

~~Director~~/Secretary

Sylvie Dimarco

Name

REGISTERED
27/10/2014
BK 4676 NO 802

NSW GOVERNMENT Office of State Revenue

Enquiry ID	2527877
Agent ID	81429403
Issue Date	21 Sep 2016
Correspondence ID	1640295026
Your reference	PER168755

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956.*

This information is based on data held by the Office of State Revenue.

Land ID	Land address	Taxable land value
D220648/19	4 NEWELL PL FRENCHS FOREST 2086	EXEMPT

There is **no land tax** charged on the land up to and including the 2016 tax year.

Yours sincerely,

Stephen R Brady

Chief Commissioner of State Revenue

OSR Contact Details

For more information and services on land tax
www.osr.nsw.gov.au/taxes/land

1300 139 816*

Phone enquiries
8:30 am - 5:00pm, Mon. - Fri.

* Interstate clients please call (02) 9689 6200.
Help in community languages is available.

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax owing on a property.

The clearance certificate protects a purchaser from any outstanding land tax liability by a previous owner. It does not provide any protection to the owner of the land.

Why is the certificate clear from land tax?

The certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the tax has been paid
- the Chief Commissioner is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due and the liability had not been detected when the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable or that there is no land tax adjustment to be made on settlement, if the contract for sale allows for it.

Why is the certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956,* land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

To remove a charge from a clearance certificate the outstanding tax must be paid. To do this the owner should follow the steps shown on the certificate or contact OSR if no instructions are shown.

You should allow 10 working days to process a request.

How do I get an updated certificate?

A certificate can be updated by using our online clearance certificate update service at www.osr.nsw.gov.au/taxes/land/clearance or reprocess the certificate through your Client Service Provider (CSP).

Please ensure you have allowed sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and threshold

The taxable land value shown on the clearance certificate is the value that is used by OSR when assessing land tax.

Details on land tax threshold and rates, as well as the land tax calculator and examples are available at www.osr.nsw.gov.au/taxes/land

NSW GOVERNMENT

CNC

NSW SWIMMING POOL REGISTER

Certificate of Non-compliance

Clause 18BA – Swimming Pools Regulation 2008

Pool no:	**af36730c**
Property address:	**4 NEWELL PLACE FRENCHS FOREST**
Date of inspection:	**24 November 2016**
Expiry date:	**24 November 2017**
Issuing authority:	**Hardy Hintze - Accredited Certifier - bpb2458**

The swimming pool at the above property DOES NOT COMPLY with Part 2 of the *Swimming Pools Act 1992*. Please refer to the accredited certifier's notice, issued under section 22E of the *Swimming Pools Act 1992*, for detailed reasons of non-compliance and rectification works required to render the swimming pool compliant with the applicable standard.

The swimming pool poses a significant risk to public safety ☒

The swimming pool does not pose a significant risk to public safety ☐

Non-compliance area/s:

Boundary fence	☒	**Doors**	☒
Fence height	☒	**Fence panels/gaps**	☒
Gate closure	☒	**Gate latch**	☒
Non-ancillary structure	☒	**Non-climbable zones**	☒
Signage	☒	**Window**	☒
Other (see text box below)	☐		

This certificate expires on issuing of a certificate of compliance or 12 months after the date of issue, whichever occurs first.

"CR"

NSW GOVERNMENT

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C – Swimming Pools Act 1992

Pool No:	**af36730c**
Property Address:	**4 NEWELL PLACE FRENCHS FOREST**
Date of Registration:	**23 September 2014**
Type of Pool:	**An outdoor pool that is not portable or inflatable**
Description of Pool:	**Inground**

The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992.*

The issue of this certificate does not negate the need for regular maintenance of the pool.

Please remember:

- **Children should be supervised by an adult at all times when using your pool**
- **Regular pool barrier maintenance**
- **Pool gates must be closed at all times**
- **Don't place climbable articles against your pool barrier**
- **Remove toys from the pool area after use**

You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.

This is NOT a Certificate of Compliance