

Contract for the sale of land – 2005 edition

TERM

MEANING OF TERM

Vendor's agent **Drake Real Estate** **Phone: 9913 3733**
Shop 2/18-20 Waterloo St, NARRABEEN, NSW 2101 **Fax: 9970 7550**

Co-agent

Vendor **Betty Thompson**
C441c Princes Hwy, MEROO MEADOW, NSW 2540

Vendor's Solicitor **Gavin Williamson & Associates** **Phone: (02) 9913 9861**
Shop 1, 10 Rickard Road, North Narrabeen NSW **Fax: (02) 9913 9895**
2101 **Ref: RPR:014482**
PO Box 288, Narrabeen NSW 2101

Completion date **42nd day after the date of this contract (clause 15)**

Land **18 Amaroo Avenue, ELANORA HEIGHTS, New South Wales 2101**
Registered Plan: Lot 174 Plan DP224239
Folio Identifier 174/224239

(Address, plan details and title reference)

Improvements ☒ VACANT POSSESSION ☐ subject to existing tenancies
☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ none
☐ other:

Attached copies ☒ Documents in the List of Documents as marked or as 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 ☒ curtains ☒ insect screens ☒ stove
☒ built-in wardrobes ☒ dishwasher ☒ light fittings ☒ pool equipment
☒ clothes line ☒ fixed floor coverings ☒ range hood ☒ TV antenna
☒ other: Plasma screen, bbq, spa, gas heater for spa (not working), spa filter, shade sails

Exclusions

Purchaser

Purchaser's solicitor

Price \$ _____

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

Balance \$ _____

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

Vendor

Witness

GST AMOUNT (optional)
The price includes
GST of:

Purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

Witness

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

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979) <input type="checkbox"/> 7 section 149(5) information included in that certificate <input type="checkbox"/> 8 sewerage connections diagram <input checked="" type="checkbox"/> 9 sewer mains diagram <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 section 88G certificate (positive covenant) <input type="checkbox"/> 12 survey report <input type="checkbox"/> 13 section 317A certificate (certificate of compliance) <input type="checkbox"/> 14 building certificate given under <i>legislation</i> <input type="checkbox"/> 15 insurance certificate (Home Building Act 1989) <input type="checkbox"/> 16 brochure or note (Home Building Act 1989) <input type="checkbox"/> 17 section 24 certificate (Swimming Pools Act 1992) <input type="checkbox"/> 18 lease (with every relevant memorandum or variation) <input type="checkbox"/> 19 other document relevant to tenancies <input type="checkbox"/> 20 old system document <input type="checkbox"/> 21 Crown tenure card <input type="checkbox"/> 22 Crown purchase statement of account <input type="checkbox"/> 23 Statutory declaration regarding vendor duty	<input type="checkbox"/> 24 property certificate for strata common property <input type="checkbox"/> 25 plan creating strata common property <input type="checkbox"/> 26 strata by-laws not set out in <i>legislation</i> <input type="checkbox"/> 27 strata development contract or statement <input type="checkbox"/> 28 strata management statement <input type="checkbox"/> 29 leasehold strata - lease of lot and common property <input type="checkbox"/> 30 property certificate for neighbourhood property <input type="checkbox"/> 31 plan creating neighbourhood property <input type="checkbox"/> 32 neighbourhood development contract <input type="checkbox"/> 33 neighbourhood management statement <input type="checkbox"/> 34 property certificate for precinct property <input type="checkbox"/> 35 plan creating precinct property <input type="checkbox"/> 36 precinct development contract <input type="checkbox"/> 37 precinct management statement <input type="checkbox"/> 38 property certificate for community property <input type="checkbox"/> 39 plan creating community property <input type="checkbox"/> 40 community development contract <input type="checkbox"/> 41 community management statement <input type="checkbox"/> 42 document disclosing a change of by-laws <input type="checkbox"/> 43 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 44 document disclosing a change in boundaries <input type="checkbox"/> 45 certificate under Management Act – section 109 (Strata Schemes) or section 26 (Community Land)

WARNINGS

- 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

AGL Gas Networks Limited	Government Business & Government Procurement	Public Works Dept
Council	Heritage Office	Roads & Traffic Authority
County Council	Infrastructure Planning and Natural Resources	Rural Lands Protection Board
East Australian Pipeline Limited	Land & Housing Corporation	Sustainable Energy Development
Education & Training Dept	Mine Subsidence Board	Telecommunications authority
Electricity authority	Owner of adjoining land	Water, sewerage or drainage authority
Environment & Conservation Dept	Primary Industries Department	
Fair Trading	RailCorp	

If you think that any of these matters affects the property, tell your solicitor.
- A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 1987 or the Retail Leases Act 1994.
- If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
- If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
- 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.
- The purchaser will usually have to pay stamp duty on this contract. ~~The sale will also usually be a vendor duty transaction.~~ If duty is not paid on time, a party may incur penalties.
- If the purchaser agrees to the release of deposit any rights in relation to the land (for example, the rights mentioned in clause 2.8) may be subject to the rights of other persons such as the vendor's mortgagee.
- The purchaser should arrange insurance as appropriate.

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 Guidelines).

AUCTIONS

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

WARNING SWIMMING POOLS

An owner of 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.

For example, as purchaser you should be satisfied that finance will be available at the time of completing the purchase (even if settlement might occur many months after signing this contract – in particular, if you are buying off the plan).

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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The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

1 Definitions (a term in *italics* is a defined term)

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	a bank as defined in the Banking Act 1959, the Reserve Bank or a State bank;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i>);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in section 4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and drawn on its own funds by - <ul style="list-style-type: none"> ● a <i>bank</i>; or ● a building society, credit union or other FCA institution as defined in Cheques Act 1986; that carries on business in Australia; or if authorised in writing by the vendor or the vendor's <i>solicitor</i> , some other <i>cheque</i> ;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>terminate</i>	terminate this contract for breach;
<i>vendor duty</i>	vendor duty imposed under Chapter 4 of the Duties Act 1997;
<i>within</i>	in relation to a period, at any time before or during the period;
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road.

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 only by unconditionally giving cash (up to \$2,000) or 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 and 3 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 and 3 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*, credit union or permanent building society, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Payment of vendor duty out of the deposit

- 3.1 This clause applies only if this contract says the deposit can be used to pay vendor duty.
- 3.2 If the amount held by the *depositholder* (disregarding the value of any bond or guarantee) exceeds the amount of *vendor duty*, the *parties* direct the *depositholder* to release the amount of *vendor duty* on the following terms -
 - 3.2.1 the *depositholder* is to draw a *cheque* ("the vendor duty cheque") in favour of the Office of State Revenue and in a form acceptable to the Office of State Revenue for payment of *vendor duty*;
 - 3.2.2 the *depositholder* is not to draw that *cheque* earlier than 14 days before the completion date; and
 - 3.2.3 the receipt of a letter from the vendor's *solicitor* requesting the vendor duty cheque will be sufficient authority for the *depositholder* to draw and release that cheque.
- 3.3 The vendor's *solicitor* will use the vendor duty cheque for the sole purpose of payment of the *vendor duty* relating to this transaction.
- 3.4 If this contract is not completed in circumstances that there is, or may be, no liability for *vendor duty* -
 - 3.4.1 if the vendor duty cheque has been forwarded to the vendor's *solicitor* but has not been used to pay *vendor duty*, that cheque must be returned immediately to the *depositholder* for cancellation;
 - 3.4.2 if the vendor duty cheque has been used to pay *vendor duty* -
 - the amount of *vendor duty* is repayable upon demand;
 - the vendor must lodge an application for refund of *vendor duty*; and
 - the vendor irrevocably authorises the Office of State Revenue to pay to the *depositholder* the refund of *vendor duty*;
 - 3.4.3 each *party* must do whatever else is necessary to ensure that the *party* whose funds were used to pay *vendor duty* receives the refund; and
 - 3.4.4 rights under this clause continue even if the contract has been *rescinded* or *terminated*.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* the form of transfer at least 14 days before the completion date.
- 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.
- 4.5 If this sale is exempt from *vendor duty* -
 - 4.5.1 the vendor can (but does not have to) *serve* an application for exemption from *vendor duty* in the form satisfactory to the Office of State Revenue *within* 7 days after the contract date;
 - 4.5.2 if that application is attached to this contract or has been provided to the purchaser before the contract date, the application is *served* on the contract date; and
 - 4.5.3 if the vendor complies with clause 4.5.1 -
 - the purchaser must have the form of transfer marked by the Office of State Revenue in relation to *vendor duty* before *serving* the form of transfer; and
 - on completion the vendor must pay to the purchaser \$33.

5 Requisitions

- If the purchaser is or becomes entitled to make a *requisition*, the purchaser can make it only by *serving* it -
 - 5.1 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 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
 - 5.3 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

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 right to rescind

The vendor can *rescind* if -

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

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

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

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.

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 completion date, 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
 - 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 Completion date

The *parties* must complete by the completion date and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.

16 Completion**• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.
- 16.6 If the purchaser *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*, the price (less any deposit paid) and any other amount payable by the purchaser under this contract (less any amount payable by the vendor to 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 mentioned in Schedule J of the Supreme Court Rules 1970.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right -

- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* -

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is -

- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 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, and 17 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 page 1) 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 clause 2 (deposit).
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- 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 section 109 Strata Schemes Management Act 1996 or section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the completion date.

- 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.
- 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 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 -
- any of Parts 2 to 7 of the Retail Leases Act 1994 applies to the tenancy, unless this contract discloses that the tenancy commenced on or after 1 August 1994;
 - a disclosure statement required by the Act 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 Act.
- 24.4 If the *property* is subject to a tenancy on completion -
- 24.4.1 the vendor must allow or transfer -
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose;
 - 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; and
- 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 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 to the tenant 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.
- 24.5 Rights under this clause continue after completion, whether or not other rights continue.

25 Qualified title, limited title and old system title

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

26 Crown purchase money

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

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) 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 completion date becomes the later of the completion date 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.
 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
 28.5 The completion date becomes the later of the completion date and 21 days after *service* of the notice.
 28.6 Clauses 28.2 and 28.3 apply to a plan that is to be registered before the plan is registered.

29 Conditional contract

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

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.

SPECIAL CONDITIONS:

The terms of the printed Contract to which these additional conditions **are annexed shall be read** subject to the following. If there is a conflict between these additional conditions and the printed Contract, then these additional conditions shall prevail. In the interpretation of this document, words importing the singular number or plural number shall include the plural number and singular number respectively and words importing any gender shall include any other gender. The parties agree that should any provision be held to be contrary to **law, void or unenforceable**, then such provision shall be severed from this Contract and such remaining provisions shall remain in full force and effect.

1. Completion of this matter shall take place on or before 4.00pm within the time provided for in clause 15 herein. Should completion not take place within that time, then either party shall be at liberty to Issue a Notice to Complete calling for the other party to complete the matter making the time for completion essential. Such Notice shall give not less than 14 days notice after the day immediately following the day on which that notice is received by the recipient of the notice. A Notice to Complete of such duration is considered by the parties as being deemed reasonable and **sufficient to render the** time for completion essential. The party that issues the Notice to Complete shall also be at liberty to withdraw such Notice to Complete and re-issue another one at anytime. The party that issues the Notice to Complete shall be entitled to recover the fee of \$110.00 (GST inclusive) from the other party to cover the cost for issuing such Notice.

2. The service of any Notice or Document under or relating to this Contract may, in addition to the provisions of Clause 20, be effected and shall be sufficient service on a party and that party's solicitor if the Notice or Document is sent by facsimile transmission to the facsimile number noted on the Contract or on their letterhead and in any such case shall be deemed to be duly given or made, except where:
 - a) The time of dispatch is not before 5pm (Sydney time) on a day on which business is generally carried on in the place to which such notice is sent, in which case the Notice shall be deemed to have been received at the commencement of business on the next such business day in the place: or
 - b) The sender's machine indicates a malfunction in transmission and the recipient's transmission shall be deemed not to have been given or made.
3. If the Purchaser shall not complete this purchase by the agreed completion date, at a time when the Vendor is ready, willing and able to complete on or after that completion date, then the Purchaser shall pay to the Vendor on completion, in addition to the balance of purchase money, an amount calculated as ten percent (10%) interest per annum on the balance of the purchase money, computed at a daily rate from the day immediately after the agreed completion date up to and including the actual date on which this sale shall be completed. It is further agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings. The Vendor shall not be obliged to complete this Contract unless the amount payable under this clause is tendered. If actual completion is delayed because of the Vendor, the purchaser shall not be entitled to claim interest and will not be entitled to make any claim for compensation with regards to costs including extra rent, interest, removal expenses or cancellation of removalists.
4. Settlement of this matter shall take place wherever the Vendor's Mortgagee directs. If the property is not mortgaged, then settlement shall be affected at the office of **Gavin Williamson & Associates**. However, should the Purchaser not be in a position to settle at the office of **Gavin Williamson & Associates**, then settlement may be

effected in the Sydney CBD at a place nominated by the Purchaser, so long as the Vendor's Licensed Conveyancers' Sydney Settlement Agents fee of \$55.00 is **paid by the Purchaser.**

5. The Purchaser acknowledges that the provisions of this Contract constitute the full and complete understanding between the parties and that there is no other understanding, agreement, warranty or representation whether expressed or implied in any way extending, defining or otherwise relating to the provisions of this Contract or binding on the parties hereto with respect to any of the matters to which this Contract relates.
6. The Purchaser warrants that he has not been introduced to the property other than by the Vendor's agents specified above and the Purchaser hereby indemnifies the Vendor against any claim for commission together with any costs or expenses incurred by the Vendor which shall arise as a result of a breach of this warranty by the Purchaser. The benefit of this clause shall not merge on completion but shall enure thereafter for the benefit of the Vendor.
7. Notwithstanding anything else herein contained, the deposit or any part of the deposit as the Vendor may require shall be released to the Vendor or as **the Vendor may direct** for the sole purpose of a deposit, stamp duty or the balance **of purchase monies on** the purchase of Real Estate, providing that such is held within a trust account of a Real Estate Agent, Solicitor or Licensed Conveyancer or paid to the Office of State Revenue, and providing such deposit shall not be further released without the Purchasers express consent. The execution of this Contract shall be full and irrevocable authority to the stakeholder named herein to release such deposit,

8. The form of Contract annexed is amended as follows:
- (a) Clause 16.5 delete the words "plus another 20% of that fee";
 - (b) Clause 16.6 is amended by adding after the last word "providing that the uncleared Certificate is received 7 days prior to the date for settlement".
 - (c) Delete Clause 16.12,
 - (d) Clause 7.1.1 is amended by replacing '5%' with '1%',
 - (e) Printed Clause 18 is amended by adding the following:
Clause 18.8 "The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property".
 - (f) Clause 16.13 . is amended by the addition of the following words
 - a. The vendor need not agree to change of completion address for the sole reason that the purchaser is required to stamp the Contract at settlement. Should the vendor agree to settle at a stamping venue, then an attendance fee of \$150.00 plus GST shall be payable at settlement.
 - b. At any other settlement (other than where a fee is being paid above), where the purchaser is required to stamp the contract, then the parties agree that once all monies and documents have been agreed between vendor, purchaser, outgoing and or incoming mortgagees, the vendor will consider the matter as settled. The Vendor's agent will not remain at the venue whilst this or a subsequent transaction is stamped.
9. If the Vendor or Purchaser or if more than one of them shall die, become mentally ill or go into bankruptcy, then either party may rescind the Contract and Clause 19 of the Contract shall apply.

10. In the event that the Vendor accepts payment of the deposit by way of Deposit Bond, then this Clause 10 shall apply and the parties agree that:
- a) The Purchaser has, at exchange, provided the Vendor with a Deposit Power Guarantee (Guarantee) for the deposit and;
 - b) the Guarantee will be dealt with as if it were a cash deposit under the Contract, and the Vendor is entitled to immediately draw upon the Guarantee in any circumstances where the Vendor is entitled to the Deposit: and
 - c) at settlement the Purchaser must pay to the Vendor in addition to all other moneys payable under this Contract, the full purchase price (less any deposit held by the agent) and the Vendor will return the original Guarantee to the Purchaser .
11. Notwithstanding anything else contained herein, the parties agree that should the Purchasers apply for a s149E or s149D certificate under *Environmental Planning and Assessment Act 1979* or Building Certificate from Council and Council should list any defects or require any work to be done other than matters justifying a demolition or upgrading order specified in the *Conveyancing (Sale of Land) Regulation 2010*, then the Vendors shall not be required to expend monies or carry out any such work or rectify such defects.
12. Should the Purchaser become entitled to rescind the contract for breach of the Vendor warranty prescribed in the *Conveyancing (Sale of Land) Regulation 2005*, the vendor shall also be entitled to rescind the contract provided such right is exercised before the Purchaser has served his notice of rescission.
13. **Requisitions**
The attached Law Society Requisitions 2007 are deemed to be served on the date of this Contract.

14. Notwithstanding the deposit referred to on the front page of this Contract, the Vendor agrees to exchange on a deposit of \$ _____, and relies on Clause 9 of the Contract.
15. Despite any other provision of this agreement, if the deposit paid is less than the 10% and is to be invested, then the Vendor will be paid all interest earned.
16. The Purchaser accepts the property in its present condition and state of repair with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 and the purchaser cannot make any claim or requisition or rescind or terminate in this regard.
17. In the event that a swimming pool or spa is included in the property, the subject of this contract, then the Purchaser shall take the swimming pool and surrounds and fencing, if any, in its present state of repair and will not make any objection, requisition or claim for compensation in relation thereto or as to any compliance or otherwise with the Swimming Pools Act 1992 (the Act) or Swimming Pool Regulations 2008 (The Regulations) by the swimming pool surrounds and in particular should the Purchaser require a swimming pool fence or should any competent authority issue any notice requiring the erection of a swimming pool fence or other work be required pursuant to the Act or the Regulations such fence shall be erected or work carried out by the Purchaser at the Purchaser's expense.
18. **Guarantee where purchaser a proprietary company**
This condition applies if the purchaser is a proprietary company. For the purposes of this agreement, 'covenantor' means the directors and those holding shares in the capital of the purchaser. The obligations of those who comprise the covenantor will be joint and several.
In consideration of the vendor at the request of the covenantor entering into this agreement, the covenantor:
 - a) covenants with the vendor that the covenantor will be with the purchaser jointly and severally liable to the vendor for the due

performance of all the terms and conditions on the part of the purchaser contained in this agreement; and

- b) guarantees to the vendor the punctual payment of all money payable by the purchaser under this agreement and the performance of the terms and conditions of this agreement.
- c) If for any reason this agreement is not enforceable by the vendor against the purchaser in whole or in part, the covenantor will indemnify the vendor against all loss, including all money which would have been payable by or recoverable from the purchaser had this agreement been enforceable against the purchaser.

19 Notwithstanding any other provision of this contract, if a cooling-off period applies, then the deposit may be paid by two instalments as follows:

(a) an amount of equaling 0.25% of the purchase price on or before the making of this contract,

(b) the balance of the deposit to be paid by way of a cheque no later than 5pm on the 5th business day after the date of this contract time being of the essence

(c) If the purchaser fails to provide the balance of deposit as per clause (b) above, notwithstanding any other provisions in the contract, the vendor will be entitled to terminate the contract and the provisions of clause 9 of the contract will apply.

20. The Vendor discloses that the Verandah was constructed without council approval and the Purchaser must not make any claim, requisition or objection in this regard.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
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 1987*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
 - (b) have any orders been made by the Residential Tenancies 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 outgoing 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*.
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 (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.

Title Search

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 174/224239

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
15/1/2015	3:28 PM	1	3/1/2003

LAND

LOT 174 IN DEPOSITED PLAN 224239
AT ELANORA
LOCAL GOVERNMENT AREA PITTWATER
PARISH OF NARRABEEN COUNTY OF CUMBERLAND
TITLE DIAGRAM DP224239

FIRST SCHEDULE

BETTY THOMPSON (ND 9261483)

SECOND SCHEDULE (3 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 F219671 RIGHT OF WAY APPURTENANT TO THE LAND ABOVE
DESCRIBED AFFECTING LOT 147 IN DP22670
3 H750974 COVENANT

NOTATIONS

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

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.

InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

CONVERSION TABLE ADDED IN
REGISTER GENERAL'S DEPARTMENT

DP 224239

FEET INCHES	METRES
3 1/2	0.009
1 6	0.437
1 6 1/4	0.484
1 6 1/2	0.488
1 6 3/4	0.492
1 6 3/4	0.496
1 7	0.483
1 7 1/4	0.502
1 7 1/2	0.505
1 7 3/4	0.509
1 8	0.508
1 8 1/4	0.512
1 8 1/2	0.516
1 8 3/4	0.519
1 9	0.523
1 9 1/4	0.527
1 9 1/2	0.531
1 9 3/4	0.534
20	0.538
20 1/4	0.542
20 1/2	0.546
20 3/4	0.549
21	0.553
21 1/4	0.557
21 1/2	0.561
21 3/4	0.564
22	0.568
22 1/4	0.572
22 1/2	0.576
22 3/4	0.579
23	0.583
23 1/4	0.587
23 1/2	0.591
23 3/4	0.594
24	0.598
24 1/4	0.602
24 1/2	0.606
24 3/4	0.609
25	0.613
25 1/4	0.617
25 1/2	0.621
25 3/4	0.624
26	0.628
26 1/4	0.632
26 1/2	0.636
26 3/4	0.639
27	0.643
27 1/4	0.647
27 1/2	0.651
27 3/4	0.654
28	0.658
28 1/4	0.662
28 1/2	0.666
28 3/4	0.669
29	0.673
29 1/4	0.677
29 1/2	0.681
29 3/4	0.684
30	0.688
30 1/4	0.692
30 1/2	0.696
30 3/4	0.699
31	0.703
31 1/4	0.707
31 1/2	0.711
31 3/4	0.714
32	0.718
32 1/4	0.722
32 1/2	0.726
32 3/4	0.729
33	0.733
33 1/4	0.737
33 1/2	0.741
33 3/4	0.744
34	0.748
34 1/4	0.752
34 1/2	0.756
34 3/4	0.759
35	0.763
35 1/4	0.767
35 1/2	0.771
35 3/4	0.774
36	0.778
36 1/4	0.782
36 1/2	0.786
36 3/4	0.789
37	0.793
37 1/4	0.797
37 1/2	0.801
37 3/4	0.804
38	0.808
38 1/4	0.812
38 1/2	0.816
38 3/4	0.819
39	0.823
39 1/4	0.827
39 1/2	0.831
39 3/4	0.834

CONVERSION TABLE ADDED IN
REGISTER GENERAL'S DEPARTMENT

DP 224239 CONTINUED

FEET INCHES	METRES
40	12.192
40 1/4	12.289
40 1/2	12.386
40 3/4	12.483
41	12.580
41 1/4	12.677
41 1/2	12.774
41 3/4	12.871
42	12.968
42 1/4	13.065
42 1/2	13.162
42 3/4	13.259
43	13.356
43 1/4	13.453
43 1/2	13.550
43 3/4	13.647
44	13.744
44 1/4	13.841
44 1/2	13.938
44 3/4	14.035
45	14.132
45 1/4	14.229
45 1/2	14.326
45 3/4	14.423
46	14.520
46 1/4	14.617
46 1/2	14.714
46 3/4	14.811
47	14.908
47 1/4	15.005
47 1/2	15.102
47 3/4	15.199
48	15.296
48 1/4	15.393
48 1/2	15.490
48 3/4	15.587
49	15.684
49 1/4	15.781
49 1/2	15.878
49 3/4	15.975
50	16.072
50 1/4	16.169
50 1/2	16.266
50 3/4	16.363
51	16.460
51 1/4	16.557
51 1/2	16.654
51 3/4	16.751
52	16.848
52 1/4	16.945
52 1/2	17.042
52 3/4	17.139
53	17.236
53 1/4	17.333
53 1/2	17.430
53 3/4	17.527
54	17.624
54 1/4	17.721
54 1/2	17.818
54 3/4	17.915
55	18.012
55 1/4	18.109
55 1/2	18.206
55 3/4	18.303
56	18.400
56 1/4	18.497
56 1/2	18.594
56 3/4	18.691
57	18.788
57 1/4	18.885
57 1/2	18.982
57 3/4	19.079
58	19.176
58 1/4	19.273
58 1/2	19.370
58 3/4	19.467
59	19.564
59 1/4	19.661
59 1/2	19.758
59 3/4	19.855
60	19.952
60 1/4	20.049
60 1/2	20.146
60 3/4	20.243
61	20.340
61 1/4	20.437
61 1/2	20.534
61 3/4	20.631
62	20.728
62 1/4	20.825
62 1/2	20.922
62 3/4	21.019
63	21.116
63 1/4	21.213
63 1/2	21.310
63 3/4	21.407
64	21.504
64 1/4	21.601
64 1/2	21.698
64 3/4	21.795
65	21.892
65 1/4	21.989
65 1/2	22.086
65 3/4	22.183
66	22.280
66 1/4	22.377
66 1/2	22.474
66 3/4	22.571
67	22.668
67 1/4	22.765
67 1/2	22.862
67 3/4	22.959
68	23.056
68 1/4	23.153
68 1/2	23.250
68 3/4	23.347
69	23.444
69 1/4	23.541
69 1/2	23.638
69 3/4	23.735
70	23.832
70 1/4	23.929
70 1/2	24.026
70 3/4	24.123
71	24.220
71 1/4	24.317
71 1/2	24.414
71 3/4	24.511
72	24.608
72 1/4	24.705
72 1/2	24.802
72 3/4	24.899
73	24.996
73 1/4	25.093
73 1/2	25.190
73 3/4	25.287
74	25.384
74 1/4	25.481
74 1/2	25.578
74 3/4	25.675
75	25.772
75 1/4	25.869
75 1/2	25.966
75 3/4	26.063
76	26.160
76 1/4	26.257
76 1/2	26.354
76 3/4	26.451
77	26.548
77 1/4	26.645
77 1/2	26.742
77 3/4	26.839
78	26.936
78 1/4	27.033
78 1/2	27.130
78 3/4	27.227
79	27.324
79 1/4	27.421
79 1/2	27.518
79 3/4	27.615
80	27.712
80 1/4	27.809
80 1/2	27.906
80 3/4	28.003
81	28.100
81 1/4	28.197
81 1/2	28.294
81 3/4	28.391
82	28.488
82 1/4	28.585
82 1/2	28.682
82 3/4	28.779
83	28.876
83 1/4	28.973
83 1/2	29.070
83 3/4	29.167
84	29.264
84 1/4	29.361
84 1/2	29.458
84 3/4	29.555
85	29.652
85 1/4	29.749
85 1/2	29.846
85 3/4	29.943
86	30.040
86 1/4	30.137
86 1/2	30.234
86 3/4	30.331
87	30.428
87 1/4	30.525
87 1/2	30.622
87 3/4	30.719
88	30.816
88 1/4	30.913
88 1/2	31.010
88 3/4	31.107
89	31.204
89 1/4	31.301
89 1/2	31.398
89 3/4	31.495
90	31.592
90 1/4	31.689
90 1/2	31.786
90 3/4	31.883
91	31.980
91 1/4	32.077
91 1/2	32.174
91 3/4	32.271
92	32.368
92 1/4	32.465
92 1/2	32.562
92 3/4	32.659
93	32.756
93 1/4	32.853
93 1/2	32.950
93 3/4	33.047
94	33.144
94 1/4	33.241
94 1/2	33.338
94 3/4	33.435
95	33.532
95 1/4	33.629
95 1/2	33.726
95 3/4	33.823
96	33.920
96 1/4	34.017
96 1/2	34.114
96 3/4	34.211
97	34.308
97 1/4	34.405
97 1/2	34.502
97 3/4	34.599
98	34.696
98 1/4	34.793
98 1/2	34.890
98 3/4	34.987
99	35.084
99 1/4	35.181
99 1/2	35.278
99 3/4	35.375
100	35.472
100 1/4	35.569
100 1/2	35.666
100 3/4	35.763
101	35.860
101 1/4	35.957
101 1/2	36.054
101 3/4	36.151
102	36.248
102 1/4	36.345
102 1/2	36.442
102 3/4	36.539
103	36.636
103 1/4	36.733
103 1/2	36.830
103 3/4	36.927
104	37.024
104 1/4	37.121
104 1/2	37.218
104 3/4	37.315
105	37.412
105 1/4	37.509
105 1/2	37.606
105 3/4	37.703
106	37.800
106 1/4	37.897
106 1/2	37.994
106 3/4	38.091
107	38.188
107 1/4	38.285
107 1/2	38.382
107 3/4	38.479
108	38.576
108 1/4	38.673
108 1/2	38.770
108 3/4	38.867
109	38.964
109 1/4	39.061
109 1/2	39.158
109 3/4	39.255
110	39.352
110 1/4	39.449
110 1/2	39.546
110 3/4	39.643
111	39.740
111 1/4	39.837
111 1/2	39.934
111 3/4	40.031
112	40.128
112 1/4	40.225
112 1/2	40.322
112 3/4	40.419
113	40.516
113 1/4	40.613
113 1/2	40.710
113 3/4	40.807
114	40.904
114 1/4	41.001
114 1/2	41.098
114 3/4	41.195
115	41.292
115 1/4	41.389
115 1/2	41.486
115 3/4	41.583
116	41.680
116 1/4	41.777
116 1/2	41.874
116 3/4	41.971
117	42.068
117 1/4	42.165
117 1/2	42.262
117 3/4	42.359
118	42.456
118 1/4	42.553
118 1/2	42.650
118 3/4	42.747
119	42.844
119 1/4	42.941
119 1/2	43.038
119 3/4	43.135
120	43.232
120 1/4	43.329
120 1/2	43.426
120 3/4	43.523
121	43.620
121 1/4	43.717
121 1/2	43.814
121 3/4	43.911
122	44.008
122 1/4	44.105
122 1/2	44.202
122 3/4	44.299
123	44.396
123 1/4	44.493
123 1/2	44.590
123 3/4	44.687
124	44.784
124 1/4	44.881
124 1/2	44.978
124 3/4	45.075
125	45.172
125 1/4	45.269
125 1/2	45.366
125 3/4	45.463
126	45.560
126 1/4	45.657
126 1/2	45.754
126 3/4	45.851
127	45.948
127 1/4	46.045
127 1/2	46.142
127 3/4	46.239
128	46.336
128 1/4	46.433
128 1/2	46.530
128 3/4	46.627
129	46.724
129 1/4	46.821
129 1/2	46.918
129 3/4	47.015
130	47.112
130 1/4	47.209
130 1/2	47.306
130 3/4	47.403
131	47.500
131 1/4	47.597
131 1/2	47.694
131 3/4	47.791
132	47.888
132 1/4	47.985
132 1/2	48.082
132 3/4	48.179
133	48.276
133 1/4	48.373
133 1/2	48.470
133 3/4	48.567
134	48.664
134 1/4	48.761
134 1/2	48.858
134 3/4	48



not liable to F219671
E.J. Woods R.P. 13. 081844
Firm South Wales.



MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900).

WE FREDERICK HAROLD STEWART formerly of North Sydney of North Sydney, NEVILLE MURRAY STEWART formerly of North Sydney of North Sydney, RAYMOND FREDERICK STEWART formerly of Vaucluse of Vaucluse, Accountant, DORIS MARGARET PAYNE wife of Arthur Phillips Payne of Ryde, Time Study Recorder, ENID MAY HEWSON wife of William Lionel Dunbar Hewson of Dundas, Clerk, ELLEN EDITH HAIGH wife of Robert Arthur Haigh of Dundas, Clerk, and ELSIE RAINBORN STEWART wife of Harold Robinson Stewart of Burwood, Company Manager,
as tenants in common
being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of EIGHT THOUSAND FIVE HUNDRED POUNDS
(£ 8500.) (the receipt whereof is hereby acknowledged) paid to us by

BEAUFORT BURDEKIN of Sydney, Barrister-at-Law AND EDWARD ALLAN BOX of Sydney, Merchant
(herein called transferee)

do hereby transfer to the said transferees as joint tenants
ALL such our Estate and Interest in ALL the land mentioned in the schedule following :-

County.	Parish.	Reference to Title (c)			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
Cumberland	Narrabeen	part	5562	201, 202, 203, 204, 205, 206 and 207	being land shown as having an area of 117 acres 2 rods on Plan of Subdivision approved by Warrington Shire Council under Certificate No. 1922 dated 31 June 1947 and being those portions of land shown having areas of 4 acres 1 rod 1 perch and 3 acres 2 rods 21 perches respectively on Plan of Subdivision approved by Warrington Shire Council under Certificate No. 1921 dated 31 June 1947.
And the transfer of the same to the Crown.					
101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000					
Together with a right of way as appurtenant to the land above described over the part of the proposed right of way shown within Lot 7 in D.P. 87/822/8.					

And the Transferees covenant with the Transferrors in the terms of the annexure hereto marked "A".
DRAFT WRITER
SEE NOW DP F106645
NEW LOT 147
ENCUMBRANCES, &c., REFERRED TO:
RESERVATIONS as noted on said Certificates of Title
GRANT OF RIGHTS OF CARRIAGE WAY AND FOOTWAY and GRANT OF BASEMENT as set forth in Transfer No. C666264 (1 of 6)
SPECIAL COVENANT as set forth in Transfer No. D387632 (1 of 6)

Signed at Sydney the 12th day of December 1947.

Signed in my presence by the transferror
FREDERICK HAROLD STEWART
WHO IS PERSONALLY KNOWN TO ME
[Signature]

[Signature]
Transferror

Signed in my presence by the Transferrors
NEVILLE MURRAY STEWART, RAYMOND FREDERICK STEWART, DORIS MARGARET PAYNE, ENID MAY HEWSON, ELLEN EDITH HAIGH and ELSIE RAINBORN STEWART by their Attorney FREDERICK HAROLD STEWART who is personally known to me
[Signature]

[Signature]

Signed in my presence by the transferees
G. de Saxe J.P.
WHO IS PERSONALLY KNOWN TO ME
[Signature]

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.
[Signature]
Transferree.

THIS SPACE TO BE LEFT FREE FROM NOTATION

1. If to two or more, state whether as joint tenants or tenants in common.

2. If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

3. If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being lot ... D.P. ..." or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. ... Fol. ...". Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

4. Strike out if unnecessary. Covenants should comply with Section 89 of the Conveyancing Act, 1919. Here also should be set out any right-of-way, easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure should be used.

5. A very short note will suffice.

6. If executed within the State this instrument should be 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 Transferrer is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the form overleaf. As to instruments executed elsewhere, see page 2.

7. Repeat attestation if necessary.

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

NOTICE

LODGED BY CAMPBELL, CAMPBELL & CAMPBELL, SOLICITORS,

F219671

MARTIN PLACE, SYDNEY.

CONSENT OF MORTGAGEE.

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

Mortgagee.

Signed in my presence by
who is personally known to me.

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. 34/90 Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at Spring the 12th day of December 1947
in the presence of *Ed H Stewart*

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

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me at _____, the _____ day of _____, one thousand nine hundred and forty _____, 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.

May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

MEMORANDUM OF TRANSFER OF

Acres roads bridges

Shire _____
Municipality _____
Parish _____
County _____
Joint Tenants
Transferree.

Particulars entered in Register Book: Vol. Fol. _____
No. 5562 Folios 201 to 207 inclusive

the day of July 1950
at minutes 12 o'clock in the noon

Registrar-General

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature	No.	Ref & Propr. M & for, etc.
Contract for purchase		

Received Contract herein
Campbells 27.9.48

PROGRESS RECORD.

	Initials	Date
ent to Survey Branch...		
ceived from Records...		
aft written ...		25/8/50
aft examined...		25/8/50
agram prepared		25/8/50
agram examined		25/8/50
aft forwarded		25/8/50
pt. of Engrossers		25/8/50
pellation Clerk		25/8/50
VOL. 6260		FOL. 313
Diagram Fees ...		
Additional Folios		

If the parties be resident within the United Kingdom, but in any other part of the British Dominions, the instrument must be signed or acknowledged 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 the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Charge d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

Attention is specially directed to the provisions relating to the attestation of instruments executed by members of the Forces.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/6 for every new Certificate of Title issuing upon a Transfer on sale for a consideration of not more than £1,000, and 1/6 for a new Certificate of Title in every other case. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.
If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

F219671

ANNEXURE "A".

And the Transferees for themselves and their assigns hereby for the benefit of the adjoining land but only during the ownership thereof by the Transferrors their executors administrators and assigns other than purchasers on sale COVENANT with the Transferrors their executors administrators and assigns that no fence shall be erected on the land hereby conveyed or transferred to divide it from such adjoining land without the consent of the Transferrors their executors administrators or assigns but such consent shall not be withheld if such fence is erected without expense to the Transferrors their executors administrators or assigns 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.

(a) The land to which the benefit of the above covenant is intended to be appurtenant is the residue of the land comprised in the Certificates of Title of which the land hereby transferred forms part.

(b) The land which is to be subject to the burden of this covenant is the land hereby transferred.

(c) The person or persons by whom or with whose consent the said covenant may be released varied or modified are the Transferrors or other the registered proprietor or proprietors for the time being of the land described in sub-paragraph (a) above.

SIGNED in my presence by the Transferror }
FREDERICK HAROLD STEWART who is }
personally known to me: }

Red H Stewart
.....

W. Campbell
Edw
.....

SIGNED in my presence by the Transferrors }
other than the said Frederick Harold }
Stewart by their Attorney Frederick }
Harold Stewart who is personally known }
to me: }

Red H Stewart
.....

W. Campbell
.....

SIGNED in my presence by the Transferee }
BEAUFORT BURDEKIN who is personally }
known to me: }

Beaufort Burdekin
.....

W. Campbell
Edw
.....

SIGNED in my presence by the Transferee }
EDWARD ALLAN BOX who is personally }
known to me: }

E. A. Box
.....

W. Campbell
.....



No.

WARRINGAH SHIRE COUNCIL *D818444*
ate of New Road or Subdivision

VERNMENT ACT, 1919, SEC. 327, ORDINANCE No. 12, FORM 1.

1922

COUNCIL CHAMBERS.

BROOKVALE.

3rd June 19*47*.

APPLICANT

(Name) *Fosall Lines*

(Address) *Castlereagh House,
Castlereagh & Hunter Sts., Sydney.*

OWNER

(Name) *Frederick Stewart*

(Address)

Particulars entered in

NEW ROAD (Particulars) *-Nil-*

Folio

the

at

SUBDIVISION (Particulars)

*of part of land comprised in Cert. of Title
Vol. 8913 Fol. 135 by excision of an area of
1.7 acres 2 roads.*

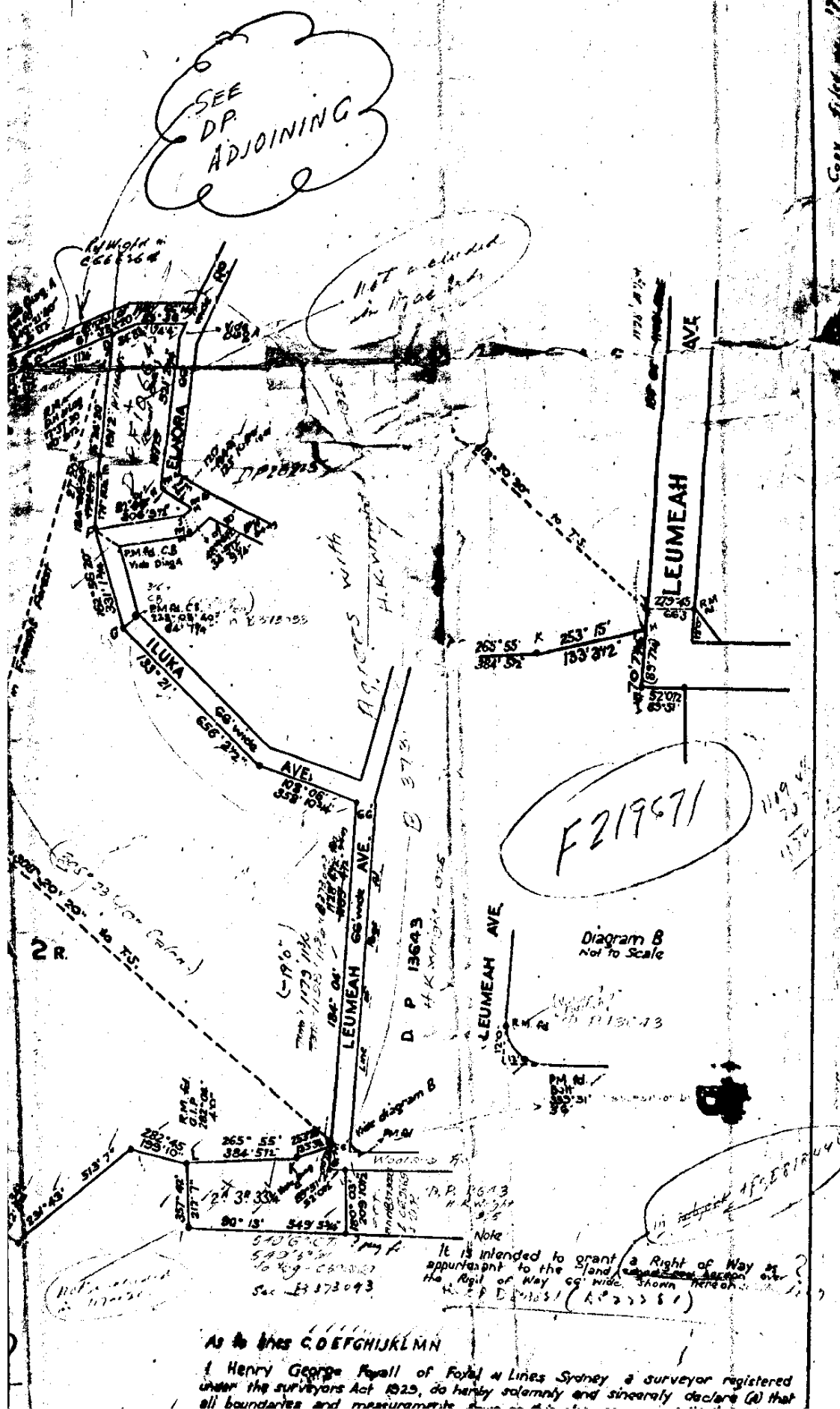
CERTIFICATE

I hereby certify that the requirements of the Local Government Act 1919 (other than the requirements for the registration of plans), have been complied with by the above-named applicant in relation to the proposed subdivision above described
(Insert New Road or Sub-division)

and more particularly set out in the accompanying plan bearing the Council's seal and marked

"Plan approved by Council, Covered by Council Clerk's Certificate No. *1922* of *3rd June 1947*"

W. L. ...
Shire Clerk



Municipality of
Shire of Murrumbidgee

F106645 T. H. 49.

PLAN

OF SUBDIVISION OF PART OF LAND IN
CERTIFICATES OF TITLE #3919#135#14958#171 & Vol. 5562 Fol 201 to 207

PARISH OF NARRABEEN COUNTY OF CUMBERLAND

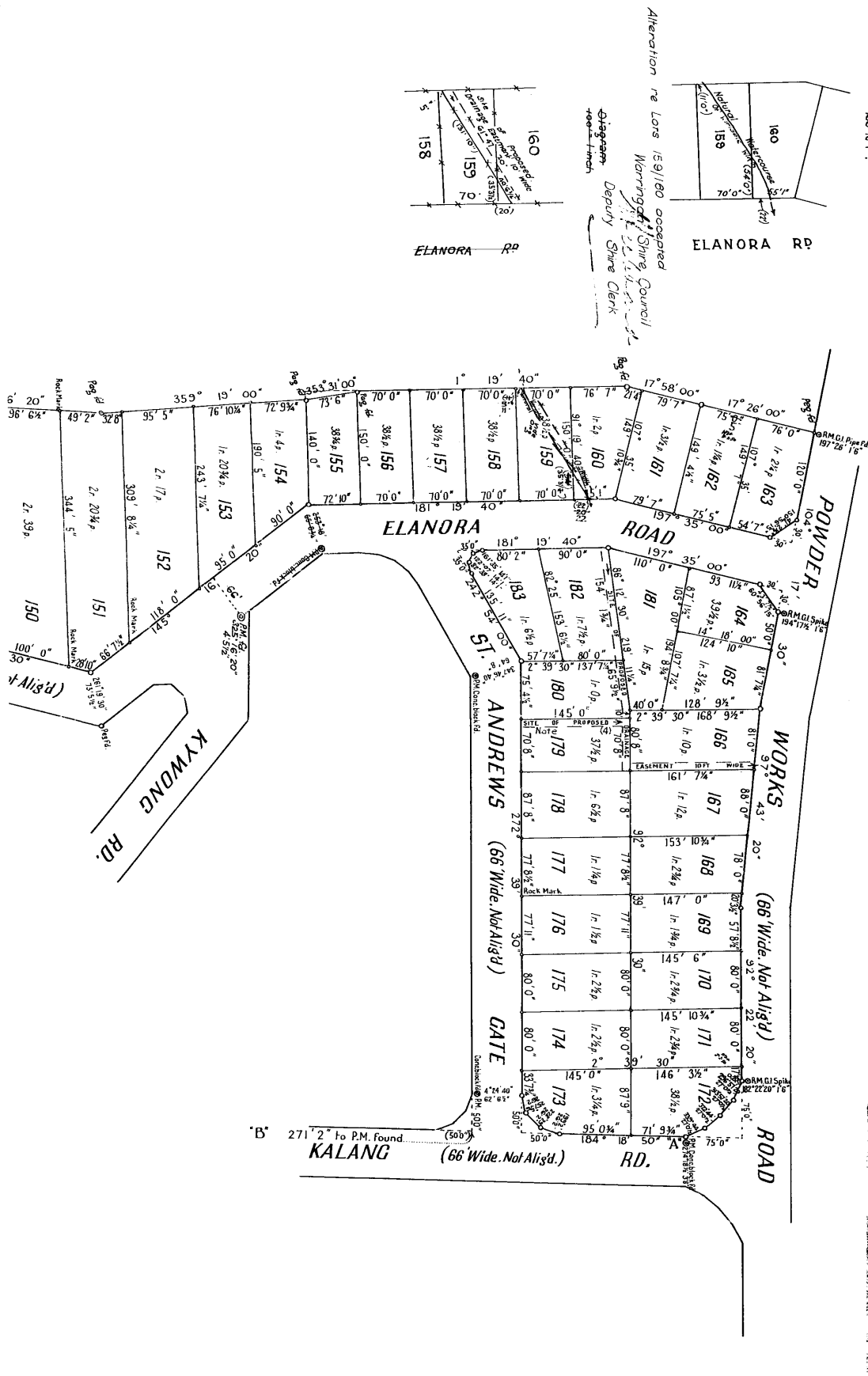
Scale 100 feet to an inch

DEP. PLAN 22670
16th August 1950

REGISTERED GENERAL

CONVERSION TABLE ADDED IN
REGISTER GENERAL'S DEPARTMENT
DP 22670

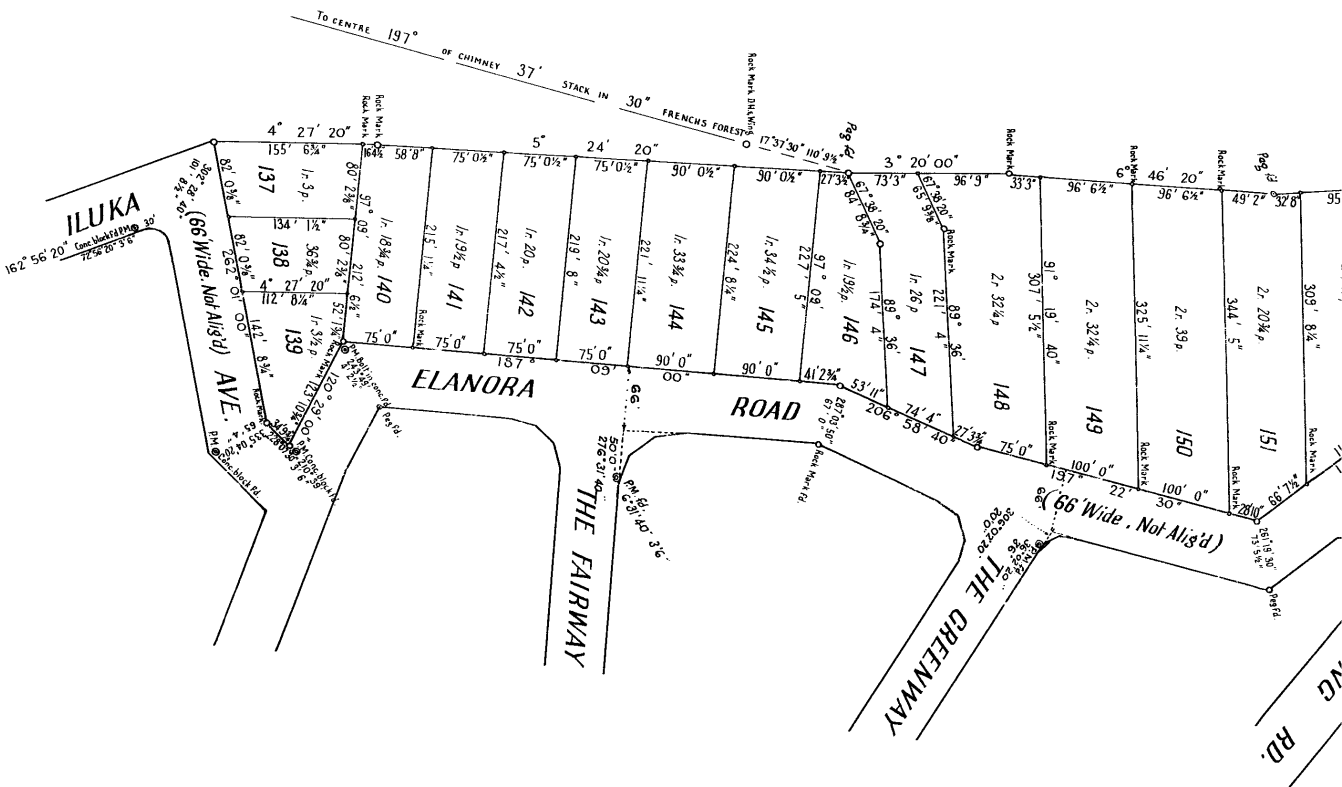
FEET INCHES	METRES
1 6	0.152
1 6	0.305
1 6	0.457
1 6	0.610
1 6	0.762
1 6	0.914
1 6	1.067
1 6	1.219
1 6	1.372
1 6	1.524
1 6	1.677
1 6	1.829
1 6	1.982
1 6	2.134
1 6	2.287
1 6	2.439
1 6	2.592
1 6	2.744
1 6	2.897
1 6	3.049
1 6	3.202
1 6	3.354
1 6	3.507
1 6	3.659
1 6	3.812
1 6	3.964
1 6	4.117
1 6	4.269
1 6	4.422
1 6	4.574
1 6	4.727
1 6	4.879
1 6	5.032
1 6	5.184
1 6	5.337
1 6	5.489
1 6	5.642
1 6	5.794
1 6	5.947
1 6	6.099
1 6	6.252
1 6	6.404
1 6	6.557
1 6	6.709
1 6	6.862
1 6	7.014
1 6	7.167
1 6	7.319
1 6	7.472
1 6	7.624
1 6	7.777
1 6	7.929
1 6	8.082
1 6	8.234
1 6	8.387
1 6	8.539
1 6	8.692
1 6	8.844
1 6	8.997
1 6	9.149
1 6	9.302
1 6	9.454
1 6	9.607
1 6	9.759
1 6	9.912
1 6	10.064
1 6	10.217
1 6	10.369
1 6	10.522
1 6	10.674
1 6	10.827
1 6	10.979
1 6	11.132
1 6	11.284
1 6	11.437
1 6	11.589
1 6	11.742
1 6	11.894
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1 6	12.199
1 6	12.352
1 6	12.504
1 6	12.657
1 6	12.809
1 6	12.962
1 6	13.114
1 6	13.267
1 6	13.419
1 6	13.572
1 6	13.724
1 6	13.877
1 6	14.029
1 6	14.182
1 6	14.334
1 6	14.487
1 6	14.639
1 6	14.792
1 6	14.944
1 6	15.097
1 6	15.249
1 6	15.402
1 6	15.554
1 6	15.707
1 6	15.859
1 6	16.012
1 6	16.164
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1 6	16.469
1 6	16.622
1 6	16.774
1 6	16.927
1 6	17.079
1 6	17.232
1 6	17.384
1 6	17.537
1 6	17.689
1 6	17.842
1 6	17.994
1 6	18.147
1 6	18.299
1 6	18.452
1 6	18.604
1 6	18.757
1 6	18.909
1 6	19.062
1 6	19.214
1 6	19.367
1 6	19.519
1 6	19.672
1 6	19.824
1 6	19.977
1 6	20.129
1 6	20.282
1 6	20.434
1 6	20.587
1 6	20.739
1 6	20.892
1 6	21.044
1 6	21.197
1 6	21.349
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1 6	22.264
1 6	22.417
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1 6	22.722
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1 6	23.484
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1 6	23.789
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1 6	25.772
1 6	25.924
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1 6	26.687
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1 6	29.737
1 6	29.889
1 6	30.042
1 6	30.194
1 6	30.347
1 6	30.499
1 6	30.652
1 6	30.804
1 6	30.957
1 6	31.109
1 6	31.262
1 6	31.414
1 6	31.567
1 6	31.719
1 6	31.872
1 6	32.024
1 6	32.177
1 6	32.329
1 6	32.482
1 6	32.634
1 6	32.787
1 6	32.939
1 6	33.092
1 6	33.244
1 6	33.397
1 6	33.549
1 6	33.702
1 6	33.854
1 6	34.007
1 6	34.159
1 6	34.312
1 6	34.464
1 6	34.617
1 6	34.769
1 6	34.922
1 6	35.074
1 6	35.227
1 6	35.379
1 6	35.532
1 6	35.684
1 6	35.837
1 6	35.989
1 6	36.142
1 6	36.294
1 6	36.447
1 6	36.599
1 6	36.752
1 6	36.904
1 6	37.057
1 6	37.209
1 6	37.362
1 6	37.514
1 6	37.667
1 6	37.819
1 6	37.972
1 6	38.124
1 6	38.277
1 6	38.429
1 6	38.582
1 6	38.734
1 6	38.887
1 6	39.039
1 6	39.192
1 6	39.344
1 6	39.497
1 6	39.649
1 6	39.802
1 6	39.954
1 6	40.107
1 6	40.259
1 6	40.412
1 6	40.564
1 6	40.717
1 6	40.869
1 6	41.022
1 6	41.174
1 6	41.327
1 6	41.479
1 6	41.632
1 6	41.784
1 6	41.937
1 6	42.089
1 6	42.242
1 6	42.394
1 6	42.547
1 6	42.699
1 6	42.852
1 6	43.004
1 6	43.157
1 6	43.309
1 6	43.462
1 6	43.614
1 6	43.767
1 6	43.919
1 6	44.072
1 6	44.224
1 6	44.377
1 6	44.529
1 6	44.682
1 6	44.834
1 6	44.987
1 6	45.139
1 6	45.292
1 6	45.444
1 6	45.597
1 6	45.749
1 6	45.902
1 6	46.054
1 6	46.207
1 6	46.359
1 6	46.512
1 6	46.664
1 6	46.817
1 6	46.969
1 6	47.122
1 6	47.274
1 6	47.427
1 6	47.579
1 6	47.732
1 6	47.884
1 6	48.037
1 6	48.189
1 6	48.342
1 6	48.494
1 6	48.647
1 6	48.799
1 6	48.952
1 6	49.104
1 6	49.257
1 6	49.409
1 6	49.562
1 6	49.714
1 6	49.867
1 6	50.019
1 6	50.172
1 6	50.324
1 6	50.477
1 6	50.629
1 6	50.782
1 6	50.934
1 6	51.087
1 6	51.239
1 6	51.392
1 6	51.544
1 6	51.697
1 6	51.849
1 6	52.002
1 6	52.154
1 6	52.307
1 6	52.459
1 6	52.612
1 6	52.764
1 6	52.917
1 6	53.069
1 6	53.222
1 6	53.374
1 6	53.527
1 6	53.679
1 6	53.832
1 6	53.984
1 6	54.137
1 6	54.289
1 6	54.442
1 6	54.594
1 6	54.747
1 6	54.899
1 6	55.052
1 6	55.204
1 6	55.357
1 6	55.509
1 6	55.662
1 6	55.814
1 6	55.967
1 6	56.119
1 6	56.272
1 6	56.424
1 6	56.577
1 6	56.729
1 6	56.882
1 6	57.034
1 6	57.187
1 6	57.339
1 6	57.492
1 6	57.644
1 6	57.797
1 6	57.949
1 6	58.102
1 6	58.254
1 6	58.407
1 6	58.559
1 6	58.712
1 6	58.864
1 6	59.017
1 6	59.169
1 6	59.322
1 6	59.474
1 6	59.627
1 6	59.779
1 6	59.932
1 6	60.084
1 6	60.237
1 6	60.389
1 6	60.542
1 6	60.694
1 6	60.847
1 6	61.0



CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

DP 22670 CONTINUED

FEET INCHES	METRES
72 9 3/4	22.193
72 10	22.200
73 3	22.327
73 3 1/2	22.380
73 4	22.443
75 0	22.860
75 0 1/2	22.873
75 1	22.877
75 1 1/2	22.974
76 0	23.171
76 1 1/4	23.195
77 11	23.749
79 7	24.274
80 0	24.384
80 2 3/8	24.444
80 2	24.587
81 7 1/4	24.873
82 0 5/8	25.003
84 6 3/4	25.485
87 1 1/2	26.526
87 9	26.774
88 0	26.822
90 0	27.432
90 0 1/2	27.445
93 11 1/2	28.539
95 0	28.975
95 3/4	29.103
96 6 1/2	29.486
106 9	32.289
107 6 1/2	32.798
101 6 5/8	31.004
101 31.004	
107 7 1/4	32.528
110 0	33.528
110 1 1/2	33.767
118 0	35.966
120 0	36.576
122 10 3/4	37.763
124 0	38.099
131 10 1/2	40.183
136 1 1/2	40.681
139 11 1/2	41.142
142 7 1/4	43.192
145 6 3/4	44.502
145 4 1/2	44.196
149 10 3/4	44.569
149 10 3/4	44.569
149 4 1/2	44.530
149 7 1/2	45.193
149 10 3/4	45.120
153 10 3/4	46.307
153 1 3/4	46.384
153 6 3/4	47.415
153 1 1/2	48.487
159 4 1/2	50.129
159 5	50.329
159 6 3/4	50.353
159 2 1/2	60.706
212 6 1/2	64.583
212 4 1/2	64.538
217 4 1/2	66.256



No. of

Approved by Council & Covered by Council Clerk's Certificate

Datum line of Azimuth A-B.

Council Clerk.

DP 22670 (E)

Subscribed and declared before me at Sydney
this 27th day of January A.D. 1948

Robert J. D. ...
Date of Survey

*Stamps and other (1) or (2) *Interstate of Survey

Notes:-
(1) Lot 147 is to be sold subject to existing Rights of Way
and also subject to a Right of Way appurtenant to Lot 146 & 148
(2) It is intended to dedicate the public
road shown as a Right of Way appurtenant to Lot 146 & 148
(3) Any other restrictions will be embodied in the transfers.
Lots 166, 179, 180 & 182 are to be sold subject to an
easement in favour of the Warringah Shire Council
(4) easement in favour of land 10 feet wide shown on plan
lots 159 & 160 are to be sold subject to an easement 10 feet
wide in favour of the Warringah Shire Council with
natural reference lines shown, shown on plan
Deletion re Lots 150/160 accepted
Warringah Shire Council
Robert J. D. Clerk

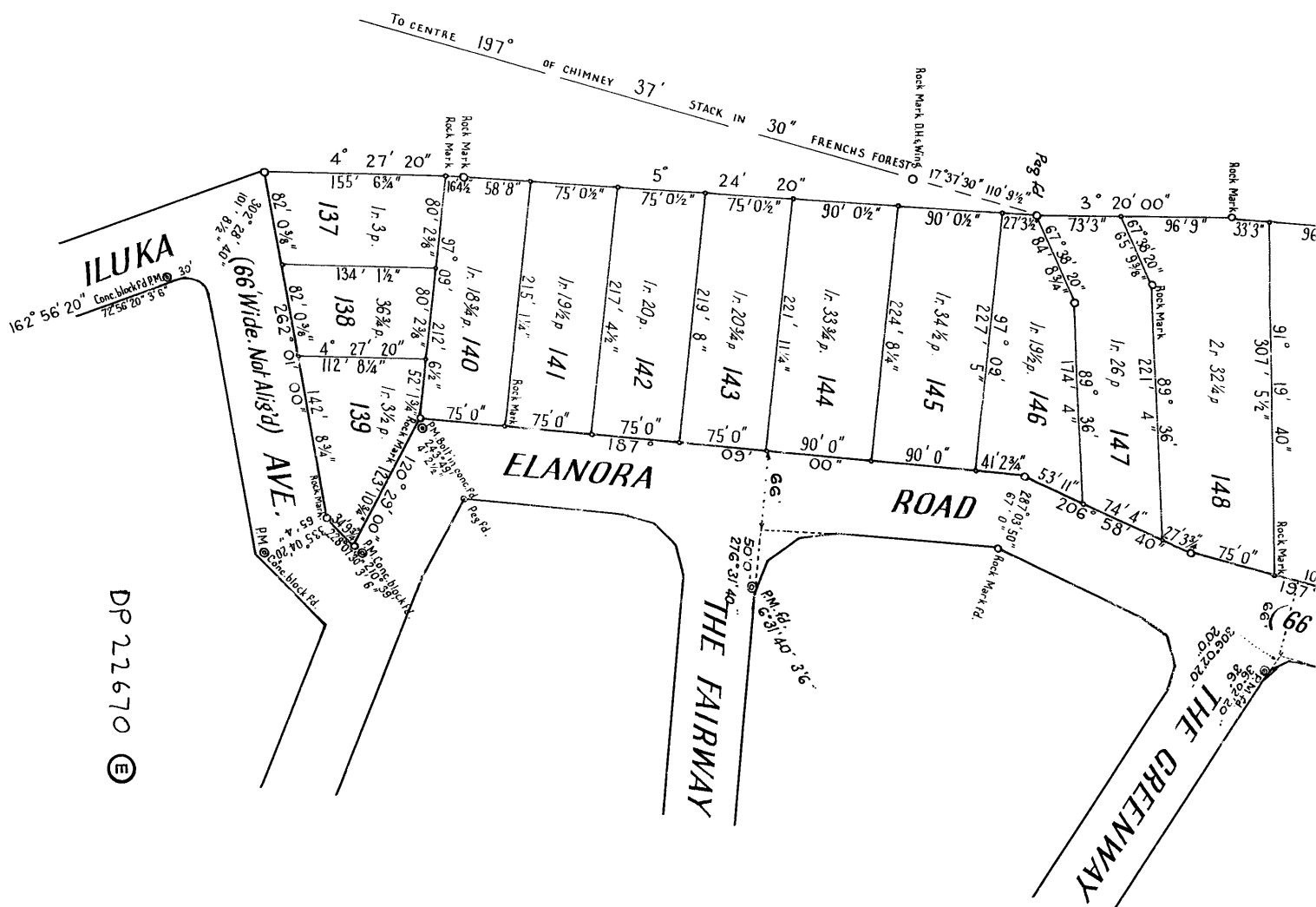
Henry George Fogell
a Surveyor registered under the Surveyors Act, 1935, do hereby solemnly and sincerely
swear (a) that all boundaries and measurements shown on this plan are correct;
(b) that all survey marks found and relevant physical objects on or adjacent to the
boundaries are correctly represented; (c) that all physical objects indicated actually exist
and are correctly represented; (d) that the plan of the material facts in relation to the land
is in accordance with the Survey Practice Regulations, 1935 (1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17) (18) (19) (20) (21) (22) (23) (24) (25) (26) (27) (28) (29) (30) (31) (32) (33) (34) (35) (36) (37) (38) (39) (40) (41) (42) (43) (44) (45) (46) (47) (48) (49) (50) (51) (52) (53) (54) (55) (56) (57) (58) (59) (60) (61) (62) (63) (64) (65) (66) (67) (68) (69) (70) (71) (72) (73) (74) (75) (76) (77) (78) (79) (80) (81) (82) (83) (84) (85) (86) (87) (88) (89) (90) (91) (92) (93) (94) (95) (96) (97) (98) (99) (100) (101) (102) (103) (104) (105) (106) (107) (108) (109) (110) (111) (112) (113) (114) (115) (116) (117) (118) (119) (120) (121) (122) (123) (124) (125) (126) (127) (128) (129) (130) (131) (132) (133) (134) (135) (136) (137) (138) (139) (140) (141) (142) (143) (144) (145) (146) (147) (148) (149) (150) (151) (152) (153) (154) (155) (156) (157) (158) (159) (160) (161) (162) (163) (164) (165) (166) (167) (168) (169) (170) (171) (172) (173) (174) 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CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

DP 22670 CONTINUED

FEET INCHES	METRES
219 6	66.824
219 11 1/4	67.037
221 0	67.466
221 11 1/4	67.647
225 0	68.580
225 7 1/4	68.917
242 7 1/4	73.817
243 7 1/4	74.231
271 2	82.653
271 5 1/2	83.077
307 11 1/4	93.713

Council Clerk's Certificate



DP 22670 ©

Notes:-

- (1) Lot 147 is to be sold subject to existing Rights of Way and also subject to a Right of Way appurtenant to Lots 146 & 147.
- (2) It is intended to dedicate the played corners at Elanora and Powder Works Road to the Public.
- (3) Any other restrictions will be embodied in the transfers.
- (4) Lots 166, 179, 180 & 182 are to be sold subject to an easement in favour of the Warringham Shire Council over the strips of land 10 feet wide shown on plan lots 159 & 160 are to be sold subject to an easement in favour of the Warringham Shire Council with natural watercourses shown shown on plan.

Deletion re Lots 159/160 accepted

Warringham Shire Council

Deputy Shire Clerk

Henry George Foxall of Foxall & Lines Surveyors

a Surveyor registered under the Surveyors Act, 1929, do hereby solemnly and sincerely

declare (a) that all boundaries and measurements shown on this plan are correct,

(b) that all survey marks found and relevant physical objects on or adjacent to the

boundaries are correctly represented, (c) that all physical objects indicated actually exist

in the positions shown, (d) that the whole of the material facts in relation to the land

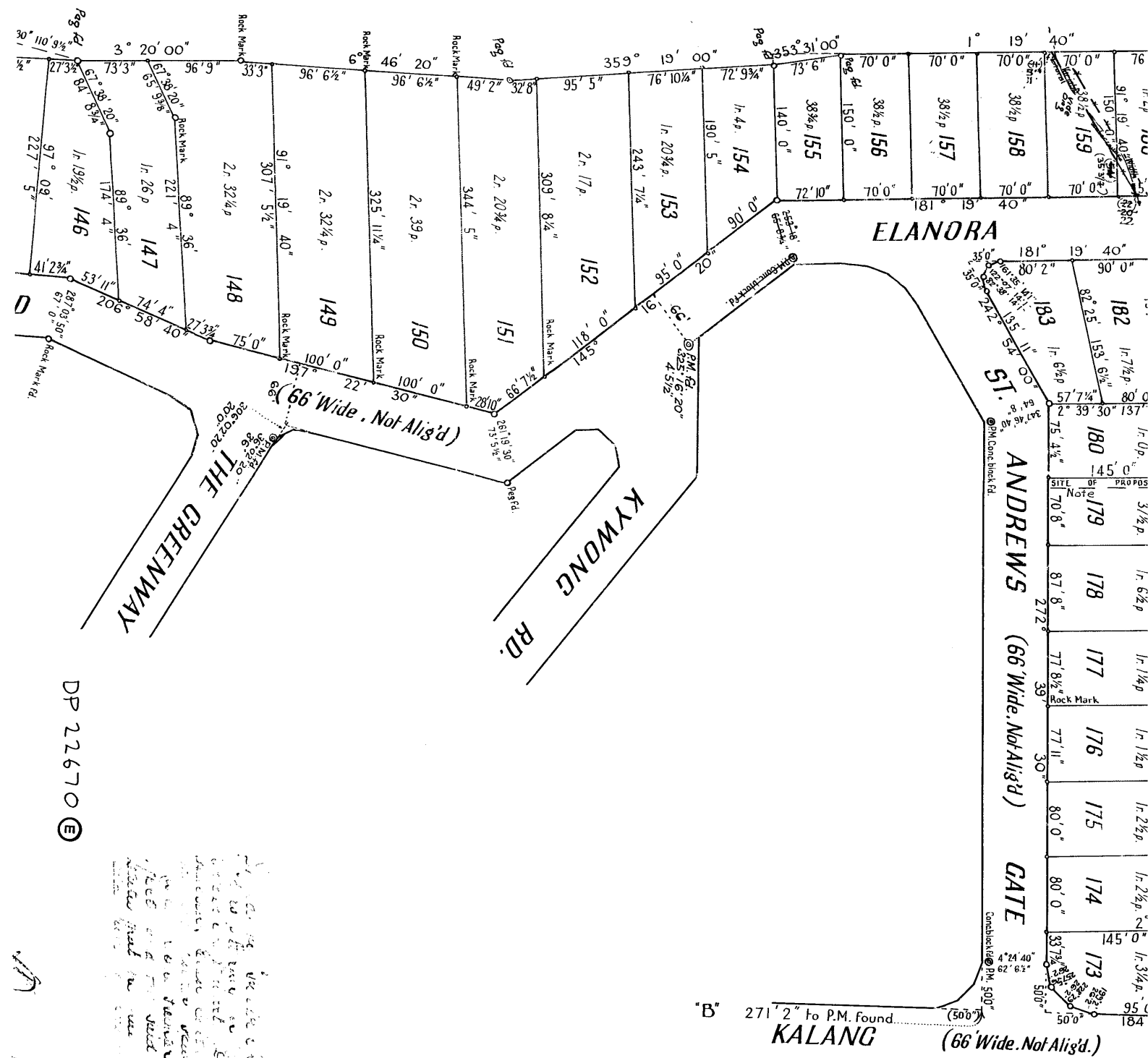
are correctly represented, (e) that the survey represented in this plan has been made

in accordance with the Survey Practice Regulations, 1993 (1) and (2) under my

supervision, the character and extent of which was as required by the Survey Practice

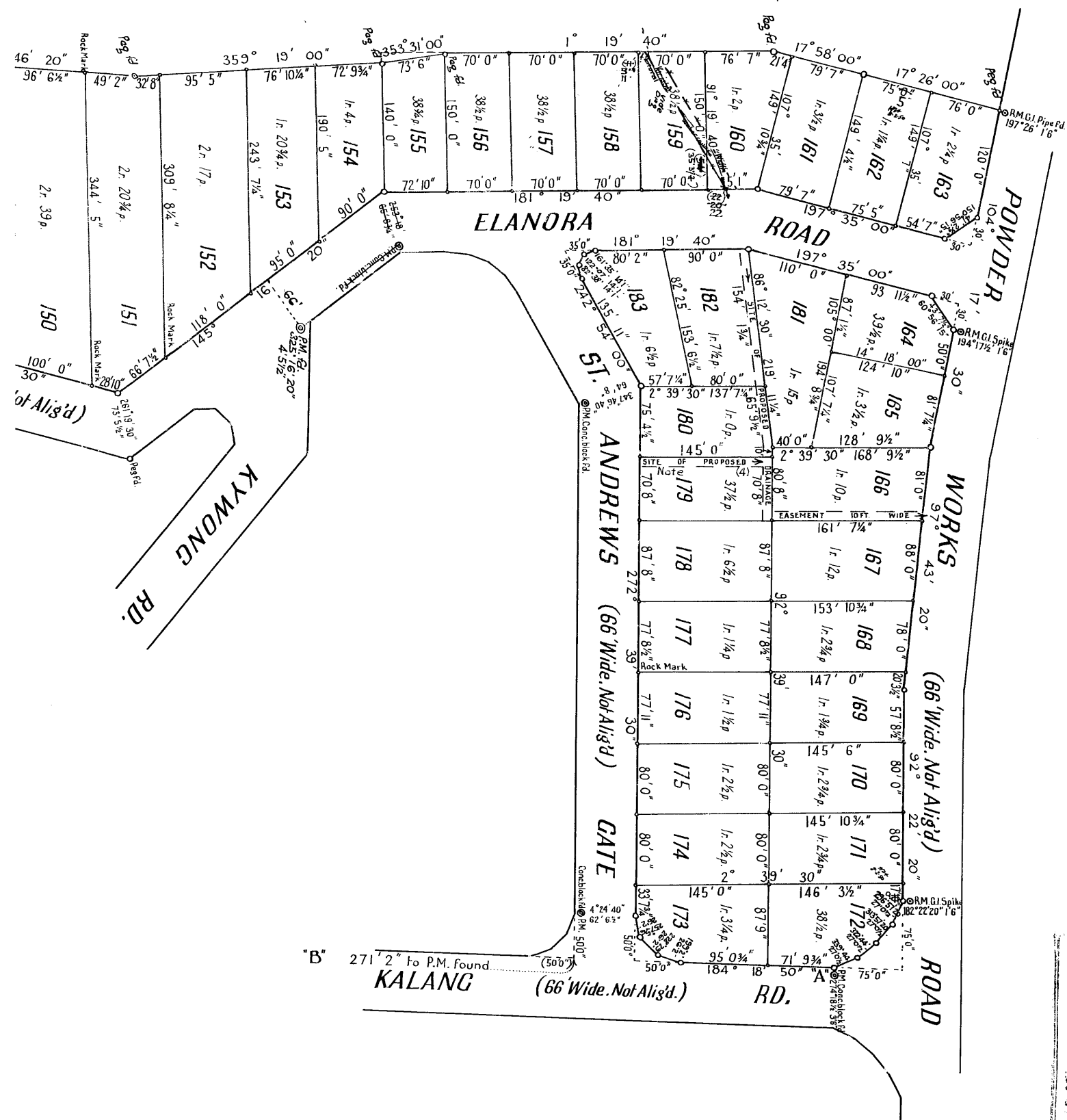
Regulations, 1993, and was completed on 11/11/15, and the reference

marks have been placed as shown hereon.



DP 22670 ©E

The above is a list of the names of the persons who have been elected to the office of Justice of the Peace for the year 1900. The names are given in alphabetical order.





(Trusts must not be disclosed in the transfer.)

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

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

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

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.

The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. Where these records are inadequate for the purpose, a suitable plan may be endorsed hereon, or furnished as an annexure signed by the parties and their signatures witnessed. Where the consent of the local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

A very short note will suffice.

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

As to Instruments executed elsewhere, see Section 107 of the Real Property Act, 1900-1936, Section 108 of the Conveyancing Act, 1919-1951 and Section 52A of the Evidence Act, 1898-1954.

Repeat attestation if necessary.

If the Transferee 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."

THE COMMON SEAL of ARGUS ESTATES PTY. LTD.
Signed in my presence by the transferees
ARGUS ESTATES PTY. LTD. was hereunto duly
affixed by the authority of its
Board of Directors and in the
presence of:

* If signed by virtue of any power of attorney, the original power must be a memorandum of non-recognition 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 certifying liable to a penalty of £50, also to damages recoverable by parties to and not that of his firm) is permitted only when the signature of the Transferee on the party taking under it. When the instrument contains some special provision the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be crossed out by signature or initials in the margin, or noted in the attestation.

R.P. 13. No.

H-749938

New South Wales H 750974

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900)

13/7/1958

I, THOMAS RICHMOND MURRAY SCOTT of
STANLEY ERIC WILSON of Manly, both Merchants, and
BEAUFORT BURDEKIN of Woollahra, Barrister

Point Piper, 21.3

(herein called transferors)

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

NINETY-ONE THOUSAND POUNDS

(£91,000)

(the receipt whereof is hereby acknowledged) paid to us by

ARGUS ESTATES PTY. LIMITED

do hereby transfer to

ARGUS ESTATES PTY. LIMITED

(herein called transferee)

ALL such our Estate and Interest in ALL the land mentioned in the schedule following:-

County	Parish	Reference to Title			Description of Land (If part only) &
		Whole or Part	S. Vol.	Fol.	
CUMBERLAND	NAIRABEEN	PART	6260	213	Being Lot 2 as shown on Deposited Plan No. 201384
AND RESERVING THEREOUT appurtenant to Lot 1 on Deposited Plan No. 201384 and the whole of the land comprised in Certificate of Title Volume 6592 Folio 247 an easement for drainage over that part of the land hereby transferred as is shown as "Site of Proposed Drainage" "Easement 10 ft. wide" on Deposited Plan No. 201384.					

AND the Transferee hereby covenants for itself and its assigns with the Transferors their executors administrators and assigns as per the Annexure hereto ENCUMBRANCES, &c. REFERRED TO annexed and marked with the letter "A".

ENCUMBRANCES, &c., REFERRED TO

Reservations and conditions in Crown Grant.

Signed at Sydney

the 17th day of March

Signed in my presence by the transferors
THOMAS RICHMOND MURRAY SCOTT,
STANLEY ERIC WILSON and BEAUFORT
BURDEKIN who are personally known
to me

Signed

[Signature]
Secretary

THE COMMON SEAL of ARGUS ESTATES PTY. LTD.
Signed in my presence by the transferee
ARGUS ESTATES PTY. LTD. was hereunto duly
affixed by the authority of its
Board of Directors and in the
presence of:

.....
Secretary

* If signed by virtue of any power of attorney, the original power must be a memorandum of non-recognition 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 certifying liable to a penalty of £50, also to damages recoverable by parties to and not that of his firm) is permitted only when the signature of the Transferee on the party taking under it. When the instrument contains some special provision the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be crossed out by signature or initials in the margin, or noted in the attestation.

THIS SPACE TO BE LEFT FREE FROM NOTATION

NOT TO BE ALTERED BY ERASURE - See Foot Note

NEW SOUTH WALES DEPT. OF LANDS
Vol. 6592 of Title, Fol. 247
New Deposited Plan of Title, Vol. 6592 of Title, Fol. 247
201384

(22)

H245270

And the transferee covenant(s) with the transferor, EXCEPTING AND RESERVING to the Transferor and its successors in title mines veins seams and beds of coal and other minerals lying and being under the land hereby transferred together with full and free right and liberty to the Transferor and its successors in title as appurtenant to the coal and other minerals in and under the residue of the land comprised in Certificate of Title Volume: 7662 Folio: 221 without entering upon the surface of the land hereby transferred to pass and search for and carry away and convey the coal and other minerals hereby reserved and the minerals in and under the said residue of land and to drive drills lay pipes construct railways and make aqueducts and water courses use any necessary machinery and carry on any other necessary mining operations in under and through the said land hereby transferred nevertheless making reasonable compensation for any damage or subsidence which may be occasioned to the surface of the said land or to any part thereof or to any place thereon by reason of the exercise of all or any of the powers hereinbefore reserved.

AND the transferee covenants with the Transferor that no fence shall be erected on the property hereby transferred to divide it from the adjoining land of the Transferor without the consent of the Transferor its successors and assigns but such consent shall not be withheld if such fence is erected without expense to the Transferor its successors or assigns and in favour of any person dealing with the Transferee or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.

AND It is hereby agreed:-

- a) The land which is subject to the burden of this covenant and restriction is the land hereby transferred.
- b) The land to which the benefit of this covenant is appurtenant is the residue of the land in the said ~~Deeded Plan~~ Certificate of Title.
- c) This covenant may be released varied or modified by the Transferor its successors and assigns.

2 Strike out if unnecessary, or suitably adjust.

- (i) if any amendments are to be made, or any errors are to be made; or
- (ii) if the statutory covenants implied by the Act are intended to be varied or modified.

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

H750974

(3)

The Transferee for itself and its assigns hereby covenants with the Transferors, their executors administrators and assigns as follows:-

- a. No main buildings other than single private dwelling houses and shops shall be erected on the land hereby transferred nor shall any such main buildings be used or be permitted to be used other than as single private dwelling houses or shops.
- b. No dwelling house shall be erected upon the land hereby transferred except upon an allotment in a subdivision of the land hereby transferred having a minimum area of 9,000 square feet.
- c. No dwelling house shall be erected on the land hereby transferred unless the same shall have a minimum overall internal floor area of 1,250 square feet provided that this restriction shall be deemed to have been complied with if a dwelling house of not less than 1,100 square feet be erected with separate garage.
- d. Except with written approval first had and obtained no shop shall be erected on the land hereby transferred except upon an allotment in a subdivision of the land hereby transferred having an area not exceeding 3,000 square feet.
- e. No building shall be erected on the land hereby transferred having a roof of iron or tin.
- f. No building shall be erected on the land hereby transferred having any external wall or walls of fibro asbestos or other material of a similar nature or iron or tin.
- g. No fence shall be erected on the land hereby transferred to divide it from Lot 1 shown in Deposited Plan No. 201384 without written approval but such approval shall not be withheld if such fence is erected without expense to the Transferors their executors administrators or assigns and in favour of any person dealing with the Transferee or its assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.
- h. Any approval release variation or modification of these restrictions shall be given made and done in all respects at the cost and expense of the person or persons requesting the same.

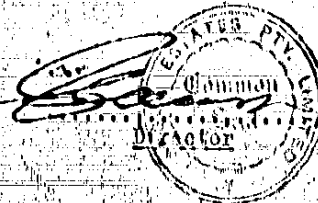
- (i) The land to which the benefit of these restrictions is appurtenant is Lot 1 shown in Deposited Plan No. 201384 and the whole of the land comprised in Certificate of Title Volume 6592 Folio 247.
- (ii) The land which is subject to the burden of these restrictions is the land hereby transferred.
- (iii) The person or persons having the right to give approval under and to release vary or modify these restrictions are the Transferors so long as they may be the registered proprietors of any part of the land now comprised in Certificates of Title Volume 6260 Folio 213 and Volume 6592 Folio 247 and upon the Transferors ceasing to be registered as the proprietors of such land an aforesaid then the said restrictions may be released varied or modified by the registered proprietor or proprietors for the time being in the said Certificates of Title.
- (iv) Except as set forth in (iii) hereof no consent shall be required to any release variation or modification of these restrictions.

WITNESSED in my presence by the Transferors
STANLEY ERIC WILSON, THOMAS RICHMOND
BURTON SCOTT, and BEAUFORT BURDELL who
are personally known to me:

Stanley Eric Wilson
Thomas Richmond
Burton Scott
Beaufort Burdell
Transferors

THE COMMON SEAL of ARGUS ESTATES LTD.
WITNESSED was hereto duly affixed by the
authority of the Board of Directors and
in the presence of:

W. J. Smith
Secretary



This is the annexure marked "A" referred to in the annexed Transfer dated the 17th day of April 1961 between THOMAS RICHMOND BURTON SCOTT, STANLEY ERIC WILSON and BEAUFORT BURDELL and ARGUS ESTATES LTD.

No. **11759974**
H.T. **119938**

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

LODGED BY *Ally Ally*

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

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgage 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 in 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 transfer.

Signed at the day of 19
Signed in the presence of

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

Approved 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.

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
<i>[initials]</i>	<i>Conveyance</i> <i>Being Discharge of Mortgage</i>
Checked by <i>[initials]</i>	Particulars entered in Register Book. Volume <i>8204</i> Folio <i>101/102</i> <i>6572</i> <i>347</i>
	day of <i>July</i> 19 <i>01</i> at <i>2</i> o'clock in the <i>PM</i> at <i>[initials]</i> Registrar-General

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

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

PITTWATER COUNCIL
Section 149 Pt 2 Planning Certificate
Environmental Planning & Assessment Act, 1979

Applicant: GAVIN WILLIAMSON & ASSOC
DX 9026
MONA VALE

Cert. No: e149Pt2/15/0024
Cert. Date: 15 January 2015
Fee: \$53.00
Property No: 11693

Your Reference: Thompson

Address of Property: 18 AMAROO AVENUE
ELANORA HEIGHTS NSW 2101

Description of Property: Lot 174 DP 224239

Strata Unit Details (if applicable):

County: Cumberland

Parish: Narrabeen

NOTE:

The zoning information in this certificate is based on the lot and plan number referred to in this Certificate. If the lot and plan number is not the current description of the land then this Certificate will be incorrect. Persons relying on this Certificate should satisfy themselves by reference to the Title Deed that the land to which this Certificate relates is identical to the land the subject of the enquiry.

A reference in this certificate to any instrument, including Pittwater Local Environmental Plan 2014, is a reference to that instrument, as amended.

Pittwater Council ABN 61 340 837 871

All correspondence to be addressed to General Manager:
Village Park,
1 Park Street,
MONA VALE NSW
P O Box 882
MONA VALE NSW 1660
DX 9018 MONA VALE

Telephone (02) 9970 1111
Facsimile (02) 9970 1200
Internet: www.pittwater.nsw.gov.au
Email: pittwater_council@pittwater.nsw.gov.au

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The prescribed matters required by Section 149 (2) of the Environmental Planning & Assessment Act are as follows and relate to the subject land at the date of this certificate.

RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

EP&A Regulations 2000
Schedule 4 Clause 1

LOCAL ENVIRONMENTAL PLAN

EP&A Regulations 2000
Schedule 4 Clause 1 (1)

Pittwater Local Environmental Plan 2014

PROPOSED LOCAL ENVIRONMENTAL PLANS

EP&A Regulations 2000
Schedule 4 Clause 1 (2)

Note: *Where no information has been provided under the heading "PROPOSED LOCAL ENVIRONMENTAL PLANS", Council is unaware of any Proposed Local Environmental Planning Instrument that is or has been the subject of community consultation or on public exhibition under the Act, applying to the land.*

STATE ENVIRONMENTAL PLANNING POLICIES AND PROPOSED STATE ENVIRONMENTAL PLANNING POLICIES

EP&A Regulations 2000
Schedule 4 Clause 1 (1) & (2)

SEPP NO. 19 - Bushland in Urban Areas (gazetted 24.10.86)
SEPP NO. 21 - Caravan Parks (gazetted 24.4.92)
SEPP NO. 30 - Intensive Agriculture (gazetted 8.12.89)
SEPP NO. 32 - Urban Consolidation (Redevelopment of Urban Land) (gazetted 15.11.91)
SEPP NO. 33 - Hazardous and Offensive Development (gazetted 13.03.92)
SEPP NO. 44 - Koala Habitat Protection (gazetted 6.01.95)
SEPP NO. 50 - Canal Estate Development (gazetted 10.11.97)
SEPP NO. 55 - Remediation of Land (gazetted 28.08.98)
SEPP NO. 62 - Sustainable Aquaculture
SEPP NO. 64 - Advertising and Signage (gazetted 16.3.2001)
SEPP NO. 65 - Design Quality of Residential Flat Development (gazetted 26/07/2002)
Amendment 2 (gazetted 4/07/2008)
SEPP - (Housing for Seniors or People With a Disability) 2004 (gazetted 28.07.2007)
SEPP - Building Sustainability Index: BASIX (gazetted 1.7.2004)
SEPP - (Major Development) 2005 (gazetted 25.05.2005)
SEPP - (Mining, Petroleum Production & Extractive Industries) 2007 (gazetted 16.02.2007)
SEPP - (Miscellaneous Consent Provisions) 2007
SEPP - (Infrastructure) 2007 (gazetted 21.12.2007)
SEPP - (Affordable Rental Housing) 2009
SEPP - (Exempt & Complying Development Codes) 2008 (gazetted 12.12.2008) As amended
Deemed SEPP - Hawkesbury-Nepean River (No. 2 - 1977)

DEVELOPMENT CONTROL PLANS

EP&A Regulations 2000
Schedule 4 Clause 1 (3)

Pittwater 21 Development Control Plan

The purpose of this plan is to provide best practice standards for development.

ZONING AND LAND USE UNDER RELEVANT LEPS

EP&A Regulations 2000
Schedule 4 Clause 2

LAND ZONING MAP

EP&A Regulations 2000
Schedule 4 Clause 2 (a), (b), (c) & (d)

The following information identifies the purposes for which development may be carried out with or without development consent and the purposes for which the carrying out of development is prohibited, for all zones affecting the land as identified on the maps to which Pittwater Local Environmental Plan 2014 applies.

Zone E4 Environmental Living

2 Permitted without consent

Home businesses; Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boat sheds; Building identification signs; Business identification signs; Child care centres; Community facilities; Dwelling houses; Environmental protection works; Group homes; Health consulting rooms; Home-based child care; Home industries; Jetties; Places of public worship; Respite day care centres; Roads; Secondary dwellings; Water recreation structures

4 Prohibited

Industries; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3

ADDITIONAL PERMITTED USES FOR WHICH DEVELOPMENT IS PERMISSIBLE WITH DEVELOPMENT CONSENT - SCHEDULE 1

Additional permitted uses, if any, for which development is permissible with development consent pursuant to Clause 2.5 and Schedule 1 of Pittwater Local Environmental Plan 2014:-

Note: *Where no additional permitted uses have been listed under the heading "ADDITIONAL PERMITTED USES FOR WHICH DEVELOPMENT IS PERMISSIBLE WITH DEVELOPMENT CONSENT", then clause 2.5 of Pittwater Local Environmental Plan 2014 is inapplicable to the land the subject of this certificate.*

FURTHER PLANNING CONTROLS

EP&A Regulations 2000
Schedule 4 Clause 2 (e) (f) (g) (h)

Note: *Where no information has been provided under the heading "FURTHER PLANNING CONTROLS", then such information is inapplicable to the land the subject of this certificate.*

ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006

EP&A Regulations 2000
Schedule 4 Clause 2A

Note: *Where no information has been provided under the heading "ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006", then such information is inapplicable to the land the subject of this certificate.*

COMPLYING DEVELOPMENT

EP&A Regulations 2000
Schedule 4 Clause 3

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

GENERAL HOUSING CODE

Complying development under the General Housing Code may be carried out on all of the land the subject of this certificate, in accordance with the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Note: Further zone based limitations may apply. See *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* clause:

3.1 Land to which code applies

This code applies to development that is specified in clauses 3.2-3.5 on any lot in Zone R1, R2, R3, R4 or RU5 that:

- (a) has an area of at least 200m², and
- (b) has a width, measured at the building line fronting a primary road, of at least 6m.

RURAL HOUSING CODE

Complying development under the Rural Housing Code may be carried out on all of the land the subject of this certificate, in accordance with the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Note: Further zone based limitations may apply. See *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* clause:

3A.1 Land to which code applies

This code applies to development that is specified in clauses 3A.2-3A.5 on lots in Zone RU1, RU2, RU3, RU4, RU6 and R5.

HOUSING ALTERATIONS CODE

Complying development under the Housing Alterations Code may be carried out on all of the land the subject of this certificate, in accordance with the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

GENERAL DEVELOPMENT CODE

Complying development under the General Development Code may be carried out on all of the land the subject of this certificate, in accordance with the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

Complying development under the Commercial & Industrial (Alterations) Code may be carried out on all of the land the subject of this certificate, in accordance with the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE

Complying development under the Commercial & Industrial (New Buildings and Additions) Code may be carried out on all of the land the subject of this certificate, in accordance with the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Note: Further zone based limitations may apply. See *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* clause:

5A.1 Land to which code applies

This code applies to development that is specified in clause 5A.2 on any lot in Zone B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3.

SUBDIVISION CODE

Complying development under the Subdivision Code may be carried out on all of the land the subject of this certificate, in accordance with the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

DEMOLITION CODE

Complying development under the Demolition Code may be carried out on all of the land the subject of this certificate, in accordance with the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

FIRE SAFETY CODE

Complying development under the Fire Safety Code may be carried out on all of the land the subject of this certificate, in accordance with the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Note: *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 ("SEPP") must be read and applied in conjunction with Pittwater Local Environmental Plan 2014.*

COASTAL PROTECTION

EP&A Regulations 2000
Schedule 4 Clause 4

The Council has not been notified by the Department of Services, Technology and Administration that the land is affected by the operation of section 38 or 39 of the Coastal Protection Act 1979.

CERTAIN INFORMATION RELATING TO BEACHES AND COASTS

EP&A Regulations 2000
Schedule 4 Clause 4A

- 1) Council is not aware of any order made under Part 4D of the *Coastal Protection Act 1979* in relation to temporary coastal protection works to the land the subject of this certificate, or on public land adjacent to that land.
- 2) Council has not been notified under section 55X of the *Coastal Protection Act 1979* that temporary coastal protection works have been placed on the land subject of this certificate, or on public land adjacent to that land.

ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 2014 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

EP&A Regulations 2000
Schedule 4 Clause 4B

Council is not aware of any charges under section 496B of the *Local Government Act 2014* for coastal protection services levied upon land the subject of this certificate.

MINE SUBSIDENCE

EP&A Regulations 2000
Schedule 4 Clause 5

The land has not been proclaimed to be a mine subsidence district within the meaning of Section 15 of the Mine Subsidence Compensation Act, 1961.

ROAD WIDENING AND ROAD REALIGNMENT

EP&A Regulations 2000
Schedule 4 Clause 6

- (a) The land is not affected by any road widening or road realignment under Division 2 of Part 3 of the Roads Act 1993.
- (b) The land is not affected by any road widening or road realignment under Pittwater Local Environmental Plan 2014.
- (c) The land is not affected by any road widening or road realignment under any resolution of Council.

Note: The Roads and Maritime Services may have proposals that are not referred to in this item. For advice about affectation by RMS proposals, contact the Roads and Maritime Services.

COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

EP&A Regulations 2000
Schedule 4 Clause 7

Council has adopted a number of policies with regard to various hazards or risks which may restrict development. The identified hazard or risk and the respective Council policies which affect the property, if any, are listed below.

Geotechnical Risk (Landslide Hazard)

The Council has adopted by resolution, on 20.07.2009, a policy that has the effect of restricting development of the land (subject to satisfying the policy) because of the potential impact from

geotechnical hazards. The policy is entitled "Geotechnical Risk Management Policy for Pittwater - 2009". A copy of the current policy can be obtained from Council.

Bushfire Hazard/Risk

This land is identified on a Bush Fire Prone Land map certified by the Commissioner of the NSW Rural Fire Service as being bush fire prone land as per the Rural Fires and Environmental Assessment Legislation Amendment Act 2002 No 67. The requirements of the NSW Rural Fire Service document *Planning for Bushfire Protection* apply to this land. For further information please contact Warringah Pittwater District Rural Fire Service.

The property is not affected by any other policy adopted by any other planning authority and notified to the Council for the express purpose of its adoption by that authority being referred to in planning certificates that restricts development of the property because of the likelihood of land slip, bushfire, tidal inundation, subsidence or any other risk (other than flooding):

Note: *The absence of a policy to restrict development of the land because of the likelihood of any other risk does not imply that the land is free from risk. Detailed investigation carried out in conjunction with the preparation or assessment of an application may result in the Council imposing restrictions on development that are not identified above.*

FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

EP&A Regulations 2000
Schedule 4 Clause 7A

The land or part of the land in question is not subject to flood related development controls for the purposes (where permissible) of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings.

Also, the land or part of the land in question is not subject to flood related development controls for any other purpose.

LAND RESERVED FOR ACQUISITION

EP&A Regulations 2000
Schedule 4 Clause 8

This land is not affected by any provisions within Pittwater Local Environmental Plan 2014 that would provide for the acquisition of the land by a public authority, as referred to in section 27 of the Act.

CONTRIBUTIONS PLANS

EP&A Regulations 2000
Schedule 4 Clause 9

S.94 Plan No. 2 - Open Space Bushland and Recreation

This Plan was approved by Council to levy monetary contributions to ensure that an adequate level of open space, bushland and recreation opportunities are provided as new development occurs.

S.94 Plan No. 3 - Public Library Services

This Plan was approved by Council to levy monetary contributions to meet the recreational and informational needs of the potential incoming population as a result of residential subdivision of land; dual occupancy development; and medium density residential development. This will be achieved by increasing available library resources and equipment and improving the capacity of library infrastructure

S.94 Plan No. 18 - Community Service Facilities

This Plan was approved by Council to levy monetary contributions for the provision of an adequate level of community service facilities to meet the demand as new residential development occurs.

S.94 Plan No. 19 - Village Streetscapes

This Plan was approved by Council to levy contributions towards the provision, extension or augmentation of village streetscapes in Pittwater's main commercial areas which will be required as a consequence of development in the Pittwater Local Government Area.

BIODIVERSITY CERTIFIED LAND

EP&A Regulations 2000
Schedule 4 Clause 9A

Note: *Where no information has been provided under the heading "BIODIVERSITY CERTIFIED LAND", then such information is inapplicable to the land the subject of this certificate.*

BIOBANKING AGREEMENTS

EP&A Regulations 2000
Schedule 4 Clause 10

Note: *Where no information has been provided under the heading "BIOBANKING AGREEMENTS", then Council is unaware of any such agreement applying to the land the subject of this certificate.*

BUSH FIRE PRONE LAND

EP&A Regulations 2000
Schedule 4 Clause 11

All the land the subject of this certificate is identified on a Bush Fire Prone Land map certified by the Commissioner of the NSW Rural Fire Service as being bush fire prone land as per the Rural Fires and Environmental Assessment Legislation Amendment Act 2002 No 67.

PROPERTY VEGETATION PLANS

EP&A Regulations 2000
Schedule 4 Clause 12

Note: *Where no information has been provided under the heading "PROPERTY VEGETATION PLANS", then such information is inapplicable to the land the subject of this certificate.*

ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

EP&A Regulations 2000
Schedule 4 Clause 13

Note: *Where no information has been provided under the heading "ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006", then such information is inapplicable to the land the subject of this certificate.*

DIRECTIONS UNDER PART 3A

EP&A Regulations 2000
Schedule 4 Clause 14

Note: *Where no information has been provided under the heading "DIRECTIONS UNDER PART 3A", then such information is inapplicable to the land the subject of this certificate.*

SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING

EP&A Regulations 2000
Schedule 4 Clause 15

Note: *Where no information has been provided under the heading "SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING", then Council is unaware of any such site compatibility certificate applying to the land the subject of this certificate.*

SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE

EP&A Regulations 2000
Schedule 4 Clause 16

Note: *Where no information has been provided under the heading "SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE", then Council is unaware of any such site compatibility certificate applying to the land the subject of this certificate.*

SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

EP&A Regulations 2000
Schedule 4 Clause 17

Note: *Where no information has been provided under the heading "SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING", then Council is unaware of any such site compatibility certificate applying to the land the subject of this certificate.*

PAPER SUBDIVISION INFORMATION

EP&A Regulations 2000
Schedule 4 Clause 18

Note: *Where no information has been provided under the heading "PAPER SUBDIVISION INFORMATION" then Council is unaware of any such development plan or subdivision order applying to the land the subject of this certificate.*

SITE VERIFICATION CERTIFICATES

EP&A Regulations 2000
Schedule 4 Clause 19

Note: *Where no information has been provided under the heading "SITE VERIFICATION CERTIFICATES", then Council is unaware of any such site verification certificate applying to the land the subject of this certificate.*

MATTERS ARISING UNDER THE CONTAMINATED LAND MANAGEMENT ACT 1997

Contaminated Land Management Act 1997
Section 59 (2)

Note: *Where no information has been provided under the heading "MATTERS ARISING UNDER THE CONTAMINATED LAND MANAGEMENT ACT 1997", then such information is inapplicable to the land the subject of this certificate.*

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

MARK FERGUSON
General Manager

Copy of
Diagram
No.


M. W. S. & D. B.

SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF Warringaah

SUBURB OF Elanora Heights

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



SEWER AVAILABLE
Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for 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

CHr

Chamber

L.H.

Lamp Hole

Boundary Trap

Inspection Shaft

Pit

Grease Interceptor

Gully

P Trap

Reflex Valve

Cleaning Eye

Vertical Pipe

Vent Pipe

Soil Vent Pipe

Waste Stack

IP

Induct Pipe

Mica Flap

Tubs

K

Kitchen Sink

W

Water Closet

B

Bath Waste

H

Handbasin

S

Shower

Jn.

Junction

DW.

Dishwasher

F

Floor Waste

M

Washing Machine

BS

Bar Sink

Supervised by

Inspector

Field Diagram Examined by

Chief Inspector

Date of Issue

Tracing Checked by

Supervised by

Inspector

Outfall W/W

Drainer

W.S.

Ur.s

Plumber

W.O.

AB426

Gaz. on

30 / 1 / 81

W.O.

Gaz. on

Boundary Trap

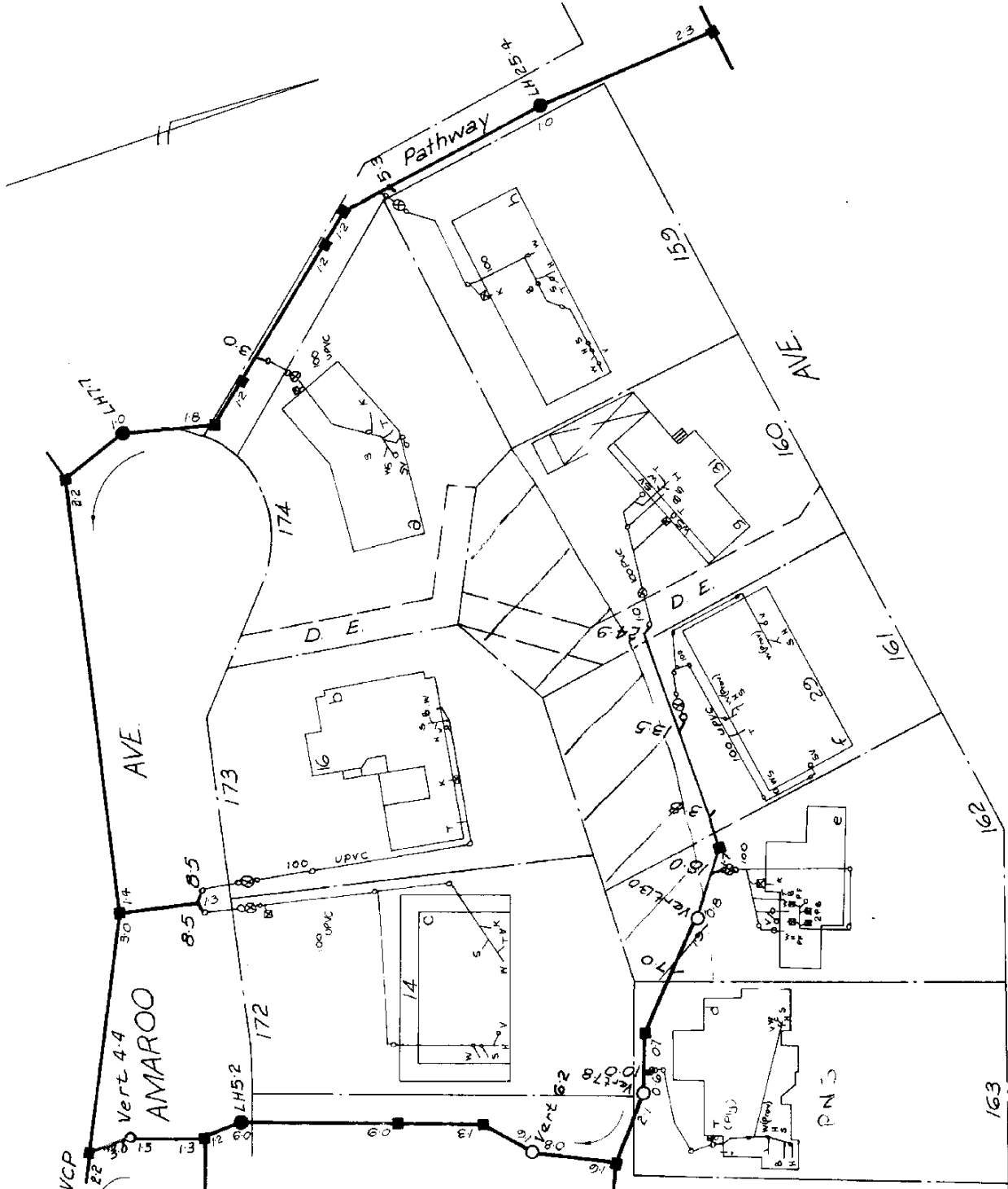
is not required

Sheet No.

04233

for House Services Engineer

04233/4



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 approximate only.