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Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	eCOS ID: 61043649	NSW Duty:	
vendor's agent	Skyline Real Estate		Phone:	02 9452 3444
	Unit 3, 14 Frenchs Forest Road FRENCHS FOREST NSW 2086		Fax:	9452 4555
co-agent			Ref:	Stuart Bath
vendor	Allan Norman Hill, Margaret Rose Hill			
	77 Lady Davidson Circuit FORESTVILLE NSW 2087			
vendor's solicitor	Avalon Law		Phone:	02 9918 6922
	6 /27 Old Barrenjoey Road Avalon NSW 2107		Fax:	02 9918 9632
			Ref:	13142
date for completion	42 days after the contract date	(clause 15)	Email:	stephanie@avalonlaw.com.au
land (Address, plan details and title reference)	77 Lady Davidson Circuit FORESTVILLE NSW 2087			
	37/221578			
improvements	☑ VACANT POSSESSION ☐ Subject to existing tenancies			
	☑ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space			
	☐ none ☐ other:			
attached copies	☑ documents in the List of Documents as marked or 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	☑ dishwasher	☑ light fittings	☑ stove
	☑ built-in wardrobes	☑ fixed floor coverings	☑ range hood	☐ pool equipment
	☑ clothes line	☑ insect screens	☐ solar panels	☑ TV antenna
	☐ curtains	☑ other: air conditioning and oil heater.		

exclusions

purchaser

purchaser's solicitor — Phone: / Fax: / Ref: / Email:

price $

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

balance $

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

buyer's agent

vendor **witness**

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

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

Choices

vendor agrees to accept a ***deposit-bond*** (clause 3)	☐ NO	☐ yes
proposed *electronic transaction* (clause 30)	☐ no	☑ YES

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

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

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

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

Purchaser must make an *RW payment* (residential withholding payment) ☐ NO ☐ yes(if yes, vendor must provide further details)

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

***RW payment* (residential withholding payment) – further details**

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW payment*: $

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

Amount purchaser must pay – price multiplied by the *RW rate* (residential withholding rate): $

Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

If "yes", the GST inclusive market value of the non-monetary consideration: $

Other details (including those required by regulation or the ATO forms):

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List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

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

Other

- [ ] 58

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

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IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

(a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and

(b) ask the relevant local council whether it holds any records showing that the residential premises contain loose-fill asbestos insulation.

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

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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.

DISPUTES

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

AUCTIONS

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

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WARNINGS

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

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

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

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

3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**

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

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

6. **The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.**

7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**

8. **The purchaser should arrange insurance as appropriate.**

9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**

10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**

11. **Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**

12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor.**

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

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

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
deposit-bond	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
document of title	document relevant to the title or the passing of title;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
requisition	an objection, question or requisition (but the term does not include a claim);
remittance amount	the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
rescind	rescind this contract from the beginning;
RW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *RW rate*);
RW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – • issued by a *bank* and drawn on itself; or • if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

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

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

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

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

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

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

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

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

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

3 Deposit-bond

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

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

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

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

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

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

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

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

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

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

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

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

3.9.1 on completion; or

3.9.2 if this contract is *rescinded.*

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

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

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

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

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

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

4 Transfer

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

4.1.1 the form of transfer; and

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

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

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

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

5 Requisitions

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

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

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

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

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

6 Error or misdescription

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

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

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

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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 is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

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

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

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

9 Purchaser's default

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

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

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

9.2.1 for 12 months after the *termination*; or

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

9.3 sue the purchaser either –

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

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

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

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

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

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

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

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10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
10.1.6 a condition, exception, reservation or restriction in a Crown grant;
10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

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

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

11 Compliance with work orders

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

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

12 Certificates and inspections

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

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

12.2 to apply (if necessary in the name of the vendor) for –
12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

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

13 Goods and services tax (GST)

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –
13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –
13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

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13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

13.13 If the purchaser must make an *RW payment* the purchaser must –

13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;

13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;

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

13.13.4 *serve* evidence of receipt of payment of the *RW payment*.

14 Adjustments

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.

14.2 The *parties* must make any necessary adjustment on completion.

14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.

14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –

14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;

14.4.2 by adjusting the amount that would have been payable if at the start of the year –

- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.

14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –

14.6.1 the amount is to be treated as if it were paid; and

14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

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

- **Purchaser**

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

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

- **Place for completion**

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

17 Possession

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

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18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

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

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

19 Rescission of contract

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

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

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

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation)* is also a reference to any corresponding later *legislation*.

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

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

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

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23 Strata or community title

- **Definitions and modifications**

23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).

23.2 In this contract –

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

- a registered or registrable change from by-laws set out in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;

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

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

23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;

23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;

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

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

23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –

- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.

23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.

- **Adjustments and liability for expenses**

23.5 The *parties* must adjust under clause 14.1

23.5.1 a regular periodic contribution;

23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and

23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –

23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and

23.6.2 the purchaser is liable for all contributions determined after the contract date.

23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.

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

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

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

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

23.9 However, the purchaser can *rescind* if –

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

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

- a proportional unit entitlement for the lot is 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;

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; or

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23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

- **Notices, certificates and inspections**

23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.

23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.

23.12 Each *party* can sign and give the notice as agent for the other.

23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.

23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.

23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.

23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

- **Meetings of the owners corporation**

23.17 If a general meeting of the owners corporation is convened before completion –

23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and

23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –

24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and

24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.

24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.

24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –

24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;

24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and

24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –

- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
- such a statement contained information that was materially false or misleading;
- a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
- the lease was entered into in contravention of the Retail Leases Act 1994.

24.4 If the *property* is subject to a tenancy on completion –

24.4.1 the vendor must allow or transfer –

- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
- any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
- any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;

24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;

24.4.3 the vendor must give to the purchaser –

- a proper notice of the transfer (an attornment notice) addressed to the tenant;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

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

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 The vendor must give a proper covenant to produce where relevant.

25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.

27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.

27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.

27.4 If consent is refused, either *party* can *rescind*.

27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.

27.6 If consent is not given or refused –
- 27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.

27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.

27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

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28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.

28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

28.3 If the plan is not registered *within* that time and in that manner –

28.3.1 the purchaser can *rescind*; and

28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.

28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.

28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30 Electronic transaction

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

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

30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or

30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.

30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –

30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or

30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party serves* a notice that it will not be conducted as an *electronic transaction*.

30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –

30.3.1 each *party* must –

- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and

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

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

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

30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;

30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;

30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;

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

- after the *effective date*; and
- before the receipt of a notice given under clause 30.2.2;

is taken to have been received by that *party* at the time determined by s13A of the Electronic Transactions Act 2000; and

30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.

30.5 *Normally,* the vendor must *within* 7 days of the *effective date* –

30.5.1 create an *Electronic Workspace*;

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

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

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

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

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

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

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

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

30.7.1 join the *Electronic Workspace*;

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

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

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

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

30.8.1 join the *Electronic Workspace*;

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

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

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

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

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

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

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

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

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

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

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

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

30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.

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

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

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

LAND DATA SOLICITORS FORESTVILLE 2087

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

- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.

30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

30.15.1 holds them on completion in escrow for the benefit of; and

30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

adjustment figures	details of the adjustments to be made to the price under clause 14;
certificate of title	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
completion time	the time of day on the date for completion when the *electronic transaction* is to be settled;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
ECNL	the Electronic Conveyancing National Law (NSW);
effective date	the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules;*
electronically tradeable	a land title that is Electronically Tradeable as that term is defined in the *conveyancing rules;*
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price;
mortgagee details	the details which a *party* to the *electronic transaction* must provide about any *discharging mortgagee* of the *property* as at completion;
participation rules	the participation rules as determined by the *ENCL;*
populate	to complete data fields in the *Electronic Workspace*; and
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry.*

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and

31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;

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

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

LADY DAVIDSON CT FORESTVILLE 2087

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

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

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

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

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SECTION 66W CERTIFICATE

I, SOLICITOR

of

certify as follows:

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

2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of ***the property***, from ***the vendor*** to ***the purchaser*** in order that there is no cooling off period in relation to that contract;

3. I do not act for ***the vendor*** and am not employed in the legal practice of a solicitor acting for ***the vendor*** nor am I a member or employee of a firm of which a solicitor acting for ***the vendor*** is a member or employee; and

4. I have explained to ***the purchaser***:

(a) The effect of the contract for the purchase of that property;

(b) The nature of this certificate; and

(c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

DEFINITIONS:

the property	77 Lady Davidson Circuit, Forestville
the vendor	Allan Norman Hill & Margaret Rose Hill
the purchaser	

Dated: _____

Signed: _____

SPECIAL CONDITIONS - AGREEMENT FOR SALE OF LAND

BETWEEN: Allan Norman Hill and Margaret Rose Hill

AND:

DATED:

1. The property and all improvements thereon and appurtenances thereto are sold in their present condition and state of repair and the Purchaser acknowledges that he enters into this agreement and will complete the same relying upon his own inspection, knowledge and enquiries of the same and not upon any warranty or representation made by the Vendor except such as are expressly contained herein.

2. If prior to completion either party should die or become insane or become bankrupt or enter into a scheme, arrangement or assignment for the benefit of creditors or being a company go into liquidation, receivership or official management then the other party may by notice in writing to that Party rescind this contract.

3. It is hereby agreed and declared that fourteen (14) days is sufficient time for the purposes of a Notice to Complete this contract. If the vendor is entitled to and serves a Notice to Complete, the purchaser must pay to the vendor on completion the sum of $330.00 which the parties acknowledge is a reasonable figure to cover the expenses of preparation and serving of the Notice. Payment of this sum is an essential term of this Contract and the term may be read mutatis mutandis in favour of the Purchaser.

4. The Purchaser covenants and agrees that if from any cause whatsoever not attributable to the default of the Vendor this agreement shall not be completed within the time stipulated herein as the Completion Date then without prejudice to all other rights of the Vendor hereunder the Purchaser shall thereafter pay to the Vendor interest on the unpaid balance of the purchase price at the rate of Eight per centum (8%) per annum calculated on a daily basis for the period commencing on the first day following the Completion Date and continuing up to and including the date of completion or termination of this contract (as distinct from rescission of this contract) by the Vendor as the case may be. Such interest shall be payable by the Purchaser to the Vendor on completion or the date of termination of this contract by the Vendor as the case may be.

5. The Purchaser acknowledges that it will be in order for part or whole of the deposit to be released for the Vendor to utilise as follows:-

   (i) as a deposit on real property to be purchased by the Vendor, such deposit only to be lodged with a licensed real estate agent or solicitor who holds a current practising certificate; and/or
   (ii) for payment of New South Wales Transaction Stamp Duty.

6. The Purchaser warrants that the Purchaser has not been introduced to the subject property or the Vendor by any real estate agent other than the real estate agent referred to herein and shall indemnify the Vendor against any claim by any real estate agent in this respect. This clause shall not merge on completion.

7. If this matter proceeds to completion then the interest earned on the deposit, which is to be invested by the vendor's agent, shall be shared equally between the parties. If this matter does not proceed to completion, then the party rescinding or terminating the contract shall be entitled to all of the interest so earned on the deposit moneys.

8. Deleted.

9. Deleted.

10. The purchaser acknowledges:

    (i) Having inspected the property and inclusions (if any) prior to entering into this agreement and relies entirely upon his inspection and does not rely upon any warranty, representation or statement made by the vendor, his agent or any other person purporting to represent the vendor in respect of the condition or state of repair of the property and inclusions and accepts the property and inclusions in their present state of repair and shall not require the vendor to contribute to the costs of or carry out any work required by any financial institution or the Council pursuant to any application for a Building Certificate under Section 149(e) of the Environmental Planning and Assessment act, or otherwise.

    (ii) Having satisfied itself by enquiry as to whether there is any matter in relation to any building or structure on the property that would justify the making of any upgrading or demolition order (as defined in the Conveyancing (Sale of Land) Amendment (Vendor warranty Regulation 1998).

11. For the purpose of this contract, clauses 1 to 29 are amended as follows:-

    (a) Clause 16.5 by deletion of the words "plus another 20% of that fee"
    (b) Clause 16.8 by amendment of "$10.00" to "$6.00".

12. Each party agrees that if on completion any apportionment of outgoings required to be made under this Agreement is overlooked or incorrectly calculated he will forthwith upon being so required by the other party make the correct calculation and pay such amount to the other party as is shown by such calculation to be payable. This clause shall not merge on completion.

13. FOREIGN PERSONS

(a) The purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act, 1975 requiring the obtaining of consent to this transaction do not apply to the purchaser or this Contract.

(b) If there is a breach of this warranty, the purchaser must indemnify the vendor in respect of any loss, damage, fine or legal costs incurred by the vendor as a consequence.

14. PURCHASER BEING A PROPRIETARY COMPANY

(a) In the event of the Purchaser being a Proprietary Company this Contract shall be executed by the Purchaser Company and by the Directors of the Company who by their execution hereof shall personally both jointly and severally guarantee the performance of all terms and conditions of this Contract.

(b) The Guarantor guarantees to the Vendor the due payment of all moneys payable under this Agreement and the due performance and observance by the Purchaser of all the covenants and conditions contained in this Agreement and on the part of the Purchaser to be performed and observed.

(c) The Guarantor further guarantees that if the Purchaser defaults in any such payment or in the performance of any such obligation, the Guarantor will pay such moneys to the Vendor immediately on demand and will pay to the Vendor all such damages as the Vendor suffers arising from such default.

(d) It is agreed that the liability of the Guarantor will not be affected by the granting of time or other indulgence or concessions to the Purchaser or to the Guarantor or either of them or by the compounding, compromising, release, abandonment, waiver, variation, relinquishment or renewal of any of the rights of the Vendor against the Purchaser or against the Guarantor or either of them or by any neglect or omission to enforce such rights.

(e) This guarantee is a continuing guarantee and is to remain in force and effect until the payment of all moneys and due performance and such observance by the Purchaser of all the covenants and conditions on its part to be performed and observed in accordance with the terms of this agreement.

15. OCCUPATION BEFORE COMPLETION

Should the purchaser be granted occupation pursuant to clause 18 the following further conditions apply prior to occupation:

(a) an appropriate rental payable by the purchaser shall be negotiated between the parties

(b) the purchaser is to provide evidence of appropriate insurances as required by the vendor

(c) occupation is taken on the basis that a final inspection has taken place and the purchaser accepts the title to and condition of the property

ADDITIONAL SPECIAL CONDITION RE PEST & BUILDING REPORTS

The purchaser acknowledges having received from the vendors or the vendors' real estate agent a report [being a pest & building report by Jims Building Inspections] ; ("the report") ; such report having been ordered and paid for by the vendors.

In the event that the purchaser utilizes the report then the purchaser on completion shall make an allowance by way of re-imbursement to the vendors in the sum of $550.00.

The purchaser shall not delay completion, nor make any objection, requisition or claim for compensation against the vendor in respect of any matter contained in the report.

SPECIAL CONDITIONS FOR SALE BY AUCTION

If the property is or is intended to be sold at auction:

Bidders record means the bidders record to be kept pursuant to clause 13 of the Property, Stock and Business Agents Regulation 2014 and section 68 of the Property, Stock and Business Agents Act 2002:

A. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:

(a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;

(b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;

(c) The highest bidder is the purchaser, subject to any reserve price;

(d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;

(e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;

(f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;

(g) A bid cannot be made or accepted after the fall of the hammer;

(h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

B. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

(a) All bidders must be registered in the bidders record and display an identifying number when making a bid;

(b) Subject to subclause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and

(c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announces 'vendor bid'.

C. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

(a) More than one vendor bid may be made to purchase interest of a co-owner;

(b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;

(c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;

(d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

LAND REGISTRY SERVICES **Title Search** InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 37/221578

SEARCH DATE	TIME	EDITION NO	DATE
27/8/2019	5:46 PM	1	29/9/1993

LAND

LOT 37 IN DEPOSITED PLAN 221578
AT FORESTVILLE
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP221578

FIRST SCHEDULE

ALLAN NORMAN HILL
MARGARET ROSE HILL
AS JOINT TENANTS (T N819340)

SECOND SCHEDULE (4 NOTIFICATIONS)

1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
2 G666896 AFFECTING THE LAND SHOWN AS TRANSMISSION LINE EASEMENT 100 FEET WIDE IN DP221578
* Z944756 TRANSFER OF EASEMENT TO SYDNEY ELECTRICITY
3 J985792 COVENANT
* 4 R587581 CAVEAT BY RURAL BANK OF NEW SOUTH WALES

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

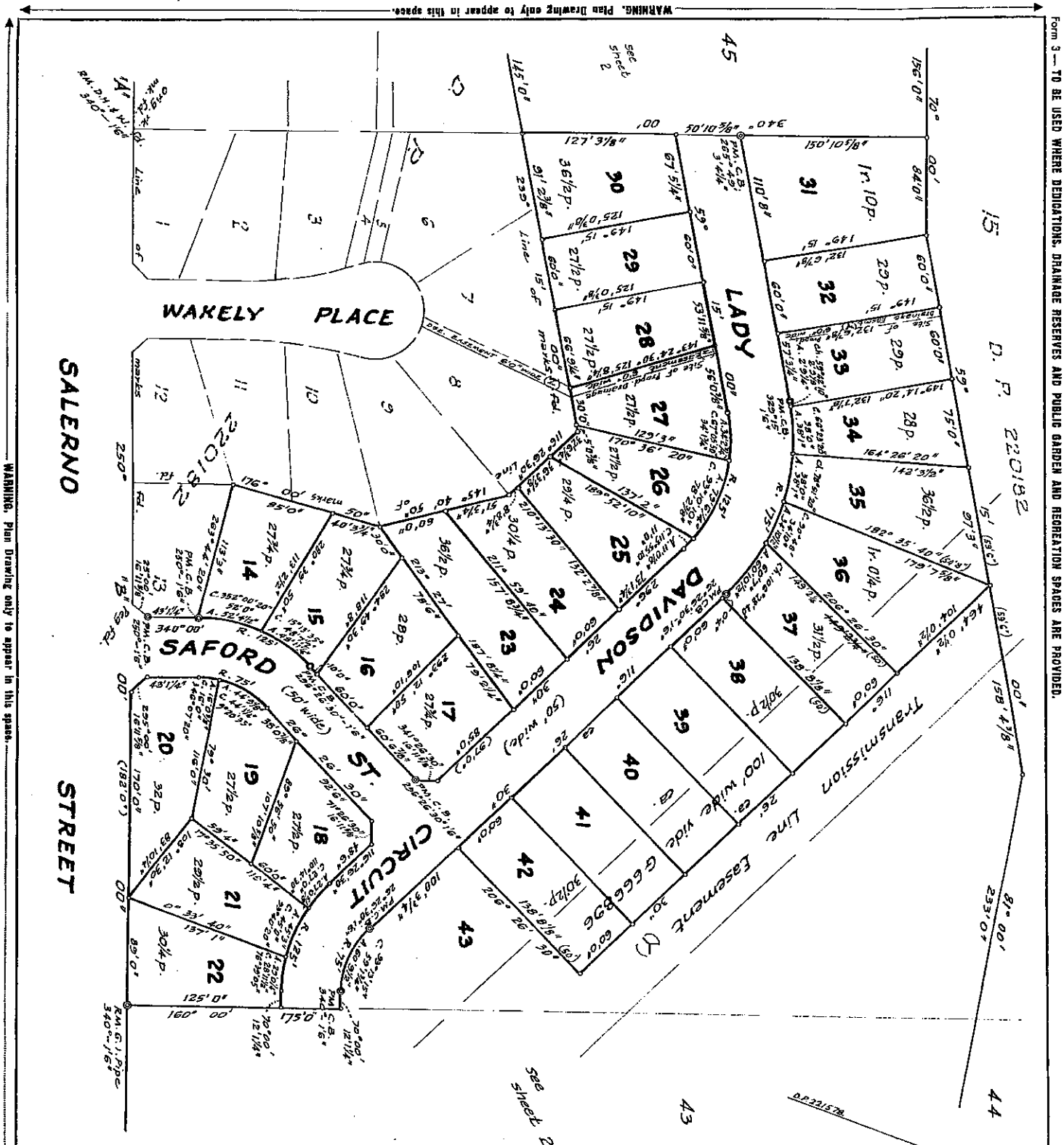
*** END OF SEARCH ***

* 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.

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eq:R928039 /Doc:DP 0221578 P /Rev:16-Apr-1998 /NSW LRS /Pgs:ALL /Prt:10-Sep-2019 11:08 /Seq:1 of 3
Office of the Registrar-General /Src:INFOTRACK /Ref:13142

WARNING. Plan Drawing only to appear in this space.



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

DP221578 (1)

Registered: 6.11.1964

C.A.: 49/64 of 17.3.64

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Maps: WARRINGAH Sh. 86 (pt.)

Last Plan: D.P. 220182 & WARRINGAH SH. 86 (pt.)

PLAN OF subdivision of Por. 1570 and Lot 14 in D.P. 220182

Scale: 60 feet to an inch

Town/Shire: WARRINGAH

Locality: Forestville

Parish: Manly Cove

County: Cumberland

L.T.O. William Charles Redfern, Registrar-General of the Land Titles Office at Sydney in the State of New South Wales, hereby certify that the survey represented in this plan is accurate and has been made* (1) by me aforementioned or under my supervision in accordance with the Survey Practice Regulations, 1933, and was completed on 1.7.1964

Signature: [illegible]

Surveyor registered under Surveyors Act, 1929, as amended

Datum Line of Azimuth.

Statements of Dedications, Easements.

(Signatures and Seals to appear in panel provided.)

1. It is intended to dedicate Safford St. and Lady Davidson Circuit to the public, for use as public roads.

2. It is intended to create a drainage easement, 6'6" wide within Lot 27 as shown on plan, in favour of Warringah Shire Council as appurtenant to Lady Davidson Circuit.

3. It is intended to create a drainage easement, 6'6" wide within Lot 33 as shown on plan, as appurtenant to Lady Davidson Circuit.

OFFICE USE ONLY.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

WARNING: Plan Drawing only to appear in this space.

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

eq:R928039 /Doc:DP 0221578 P /Rev:16-Apr-1998 /NSW LRS /Pgs:ALL /Prt:10-Sep-2019 11:08 /Seq:2 of 3
Office of the Registrar-General /Src:INFOTRACK /Ref:13142

WARNING. Plan Drawing only to appear in this space.

WARNING. Plan Drawing only to appear in this space.

Form No. 4—To be used in conjunction with Forms 2 or 3.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

DIAGRAM of Lot 45 Scale: 200' to 1"

KELDIE ST.

SALERNO ST.

D. P. 30102

45

3a. 2r. 3p.

Carroll Creek

15

Lady Davidson Cir.t

SAFORD ST

LADY DAVIDSON CIRCUIT

SALERNO ST. (Not formed)

See sheet 1

Transmission Line 66 kV

Shade 1 vide

D. P. 221582

15

Easement (T) 100' wide H132570

7a. 0r. 10p.

43

44

Public Garden & Recreation Space 0A. 1r. 25p. 1a. 2r. 7½p.

Carroll Creek

PRINCE CHARLES RD. (Not formed)

435' 0"

180°

47'

329' 0½"

340° 00'

175' 0"

250° 00'

299' 4½"

340° 00'

197' 11" ch.

340° 00'

117' 10¾" tr.

233' 0"

308'

89° 22'

107' 5½"

103°

32' 4.6"

2.60 ch.

138' 2⅜" ch.

123' 3½" tr.

270° 45'

R.M. G.I. Pipe

R.M. G.I. Pipe

R.M. G.I. Pipe

340° 1' 6"

303° 23' 30"

1' 3⅜"

R.S. rod

R.S. rod

A 221578

Registered.....15/5/1964.....

This is Sheet...2...of my plan in...2... Sheets dated...7...2...1964...

Surveyor registered under Surveyors Act, 1929, as amended.

This is Sheet...2...of the plan of...2... Sheets covered by my Certificate No.....6010.....of...28-2-64.

Council Clerk.

J279804 a

J279804 b

The common seal of T.A.A. PTY. LIMITED was hereunto affixed in the presence of:-

The common seal of Carroll Credits Pty Limited was hereunto affixed in the presence of:-

Director

Director

Davidson & Co. Pty. Limited, mortgagee under Mortgage No. 753270, hereby consents to the registration of this Deposited Plan.

The Common Seal of Davidson & Co. Pty. Limited was hereunto affixed in the presence of:-

Director

Director

Scale: 80 feet to an inch

eq:R928039 /Doc:DP 0221578 P /Rev:16-Apr-1998 /NSW LRS /Pgs:ALL /Prt:10-Sep-2019 11:08 /Seq:3 of 3
Office of the Registrar-General /Src:INFOTRACK /Ref:13142

DP221578 (E)

Registered: 15/5/1964

C.A.: 49/64 of 17-3-64

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Maps: WARRINGAH Sh. 8 & 6

Last Plan: D.P. 220182 & WARRINGAH SH. 8 & 6 *(PT).

OFFICE USE ONLY.

PLAN OF Subdivision of Por. 1570 and Lot 14 in D.P. 220182

Scale: 60 feet to an inch

Mum/Shire

City: WARRINGAH

Locality: Forestville

Parish: Manly Cove

County: Cumberland

I, William Slade Buxton

of 171 Victoria Rd. Drummoyne

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

is accurate and has been made * (1) by me (2) under my supervision in accordance with the Survey Practice Regulations, 1933, and was completed on † 31.12.63

Signature: W Buxton

Surveyor registered under Surveyors Act, 1929, as amended.

Datum line of Azimuth.

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

1. It is intended to dedicate Seaford St. and Lady Davidson Circuit to the public, for use as public roads.
2. It is intended to create a drainage easement, 6'0" wide within Lot 27 as shown on plan, in favour of Warringah Shire Council, as appurtenant to Lady Davidson Circuit.
3. It is intended to create a drainage easement, 6'0" wide within Lot 33 as shown on plan, as appurtenant to Lady Davidson Circuit.

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

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

SIGNATURES AND SEALS ONLY.

Walmaro Finance Pty. Limited, mortgagee under Mortgages No. J275804 and J393262 hereby consents to registration of this deposited plan.

The common seal of Walmaro Finance Pty. Limited was hereunto affixed by authority of the Board of Directors previously given and in the presence of:

THE COMMON SEAL OF J.R.L. PTY. LIMITED WAS HEREUNTO AFFIXED IN THE PRESENCE OF:-

The Common Seal of Colonial Credits Pty. Limited was hereunto affixed in the presence of:-

Davidson & Co. Pty. Limited, mortgagee under Mortgage No. J521276 hereby consents to the registration of this Deposited Plan.

The common seal of Davidson & Co. Pty. Limited was hereunto affixed by authority of the Board of Directors previously given and in the presence of:-

SECRETARY

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

Subdivision No. 6010 Date 28 FEB 64

Council Clerk

Approved by Council.

The Common Seal of The Council of the SHIRE OF WARRINGAH was hereunto affixed on 28 FEB 64 pursuant to a resolution of Council passed on 10 FEB 64

Council Clerk

Mayor/President

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 221578 SH 1/2

FEET	INCHES	METRES
-	4	0.102
-	9 3/4	0.248
1	6	0.457
2	9 1/8	0.841
2	9 1/4	0.845
3	4 1/4	1.022
4	1 3/4	1.264
5	0 5/8	1.534
5	2 3/8	1.584
6	-	1.829
8	1	2.464
8	8 3/4	2.661
11	-	3.353
11	0 1/8	3.356
12	1 1/4	3.689
16	-	4.877
16	0 3/8	4.886
16	11 5/8	5.172
18	8	5.690
27	-	8.230
27	0 5/8	8.245
28	11 1/2	8.827
29	0 1/4	8.846
30	-	9.144
32	6 3/4	9.925
34	1 5/4	10.408
34	2 5/4	10.433
34	10	10.617
34	10 1/2	10.630
36	3 5/8	11.055
38	-	11.582
38	0 7/8	11.605
38	1	11.608
40	3 3/4	12.287
43	1 1/4	13.138
44	1 1/4	13.443
44	9 1/8	13.643
45	-	13.716
45	3	13.792
48	6	14.783
48	7 1/2	14.821
48	11 1/4	14.916
50	-	15.240
50	10 5/8	15.510
51	3 1/4	15.627
52	-	15.850
52	1	15.875
52	4 1/2	15.964
53	11 5/8	16.450
54	8	16.662
56	0 3/8	17.078
57	3 1/4	17.456
59	1 3/4	18.028
59	4	18.085
59	6	18.136
60	-	18.288
60	6 5/8	18.456
60	6 7/8	18.463
60	7	18.466
60	9 1/2	18.529
60	10 1/2	18.555
66	9 1/4	20.352
67	5 1/4	20.555
73	1 3/4	22.295
75	-	22.860
78	2 3/8	23.835
78	6	23.927
79	2 1/4	24.136
79	6 1/4	24.238
83	10 1/4	25.559
84	-	25.603
85	-	25.908
89	-	27.127
91	2 3/8	27.797
92	6	28.194
97	-	29.566
97	3	29.642

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 221578 SH 1/2 CONTD

FEET	INCHES	METRES
100	-	30.480
100	3 3/4	30.575
104	5 1/2	31.712
106	10	32.563
107	10 3/8	32.677
107	10 5/8	32.683
110	6	33.731
113	2 1/2	34.506
113	3	34.519
116	-	35.357
118	8	36.170
119	4	36.373
125	-	38.100
125	0 3/8	38.110
125	8 1/4	38.310
127	3 1/8	38.789
129	5	39.395
132	2 7/8	40.307
132	6 7/8	40.408
132	7 1/8	40.415
137	1	41.783
137	2	41.808
138	8 1/8	42.269
138	3 1/2	43.371
145	-	44.196
149	2 1/4	45.472
150	10 3/8	45.984
150	10 5/8	45.990
156	-	47.549
157	8 3/4	48.076
157	9 3/4	48.101
158	4 3/8	48.270
158	4 3/8	48.270
170	-	51.816
179	7 5/8	54.753
182	-	55.474
187	8 1/4	57.207
233	-	71.018
464	0 1/2	141.440
785	2 3/8	239.328

AC	RD	P	SQ M
-	-	27 1/2	695.6
-	-	27 3/4	701.9
-	-	28	708.2
-	-	29	733.5
-	-	29 1/4	739.8
-	-	29 1/2	746.1
-	-	30 1/4	765.1
-	-	30 1/2	771.4
-	-	31 1/2	796.7
-	-	32	809.4
-	-	36 1/2	923.2
-	1	1/4	1018
-	1	10	1265

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 221578 SH 2/2

FEET	INCHES	METRES
1	6	0.457
1	9 7/8	0.556
9	5 3/4	2.889
12	1 1/4	3.689
30	-	9.144
50	-	15.240
54	10 1/4	16.720
59	1 3/4	18.028
60	9 1/2	18.529
66	2	20.168
66	10 3/8	20.380
72	1 1/2	21.984
94	4 1/2	28.766
100	-	30.480
100	3 3/4	30.575
117	10 3/4	35.935
122	-	37.186
123	3 1/2	37.579
131	7 5/8	40.122
137	11	42.037
138	8 1/8	42.269
139	2 3/8	42.428
145	-	44.196
156	-	47.549
158	4 3/8	48.270
162	4	49.479
169	-	51.511
175	-	53.340
184	4	56.185
233	-	71.018
245	5 1/4	74.689
299	4 1/2	91.250
329	0 1/2	100.292
435	-	132.588
455	10	138.842
464	0 1/2	141.440
472	4 1/4	143.974
509	2	155.194

AC	RD	P	SQ M
-	-	22 1/2	569.1
1	1	25	5691
1	2	7 1/2	6260

AC	RD	P	HA
3	2	3	1.824
7	1	10	2.858

I:R928042 /Doc:DL G666896 /Rev:19-Mar-1997 /NSW LRS /Pgs:ALL /Prt:10-Sep-2019 11:09 /Seq:1 of 15
Office of the Registrar-General /Src:INFOTRACK /Ref:13142

G 666896

G 666896

CONVEYANCING ACTS, 1919-1953
REAL PROPERTY ACT, 1900

Notice of Resumption of Land subject to the provisions of Real Property Act, 1900.

I, ALFRED ALLEYNE LEVY State Crown Solicitor's Office DO HEREBY CERTIFY that the copy *Gazette* Notification hereunto annexed is a true copy of the *Gazette* Notification contained in the *Government Gazette* of the Fourth day of January one thousand nine hundred and fiftyseven, declaring that the land therein described, being the land mentioned in the Schedule hereunder written, has been resumed. AND I REQUEST that you will deal with and give effect to the said Notification as if the same were a Memorandum of Transfer of an easement or right to use the surface and the subsoil or undersurface of such easement duly executed under the Real Property Act, 1900, and I, the said ALFRED ALLEYNE LEVY HEREBY CERTIFY that this instrument is correct for the purposes of the Real Property Act, 1900, AND I FURTHER CERTIFY that I was appointed by writing dated the Twentyfourth day of July, one thousand nine hundred and fiftysix under his hand and official seal by THE MINISTER FOR PUBLIC WORKS to sign this Certificate on behalf of the said Minister and that I have received no notice or information of the revocation of such appointment.

SCHEDULE

Lot	Section	Deposited Plan or Name of Estate	Part or Whole	Volume	Folio
Pt. Por. 350		Parish Gordon County Cumberland	Part C.G.	1607	158
Being the land delineated on the plan hereunto annexed marked "A".					
Pt. Por. 341		Gordon Cumberland	Part C.G.	3008	239
Pt. Por. 342		do do	" C.G.	3210	152
Being the land delineated on the plan hereunto annexed marked "B".					
Pt. Por. 559		Gordon Cumberland	Part C.G.	4161	136
" Lot A in plan annexed to Transfer No. F.45922		do do	" C.T.	6097	162
Being the land delineated on the plan hereunto annexed marked "C"					
Pt. Por. 1230		Parish Manly Cove County Cumberland	Part C.G.	1469	89
Pt. Lot B in plan annexed to Transfer No. D.493330		do do	" C.T.	6761	60
Being the land delineated on the plan hereunto annexed marked "D"					
Pt. Lot C in plan annexed to Transfer No. D.493330		Parish Manly Cove County Cumberland	Part C.T.	5611	6
Being the land delineated on the plan hereunto annexed marked "E"					

DATED this day of , in the year of Our Lord one thousand nine hundred and fifty-

SIGNED by the said

in the presence of

THE REGISTRAR GENERAL
SYDNEY.

8327 3.55 A. H. PETTIFER, GOVERNMENT PRINTER.

I:R928042 /Doc:DL G666896 /Rev:19-Mar-1997 /NSW LRS /Pgs:ALL /Prt:10-Sep-2019 11:09 /Seq:2 of 15
Office of the Registrar-General /Src:INFOTRACK /Ref:13142

G 666896

Schedule (Contd.)

Lot	Section	Deposited Plan or Name of Estate		Part or Whole	Vol.	Fol.	
Pt. Por. 1571		Parish Manly Cove	County Cumberland	Part C.G.	2915	129	Plan F
Being the land delineated on the plan hereunto annexed marked "F".							
Pt. Por. 1597		Parish Manly Cove	County Cumberland	Part C.T.	6326	39	Plan G
" " 1598		do	do	" C.T.	5997	3	
Being the land delineated on the plan hereunto annexed marked "G"							
Pt. Land in plan with R.P.A. No. 38512		Manly Cove	Cumberland	Part C.T.	6861	96	Plan H
Being the land delineated on the plan hereunto annexed marked "H"							

DATED this eighteenth day of February in the year of Our Lord One thousand nine hundred and fiftysevcn

SIGNED by the said ALFRED ALLEYNE LEVY in the presence of:

J. P. Hamilton

The Registrar General,

SYDNEY.

f:R928042 /Doc:DL G666896 /Rev:19-Mar-1997 /NSW LRS /Pgs:ALL /Prt:10-Sep-2019 11:09 /Seq:3 of 15
)ffice of the Registrar-General /Src:INFOTRACK /Ref:13142

[Published in Government Gazette No. 2 of 4th January, 1957.]

ELECTRICITY COMMISSION ACT, 1950-1954.—PUBLIC WORKS ACT, 1912.

KU-RING-GAI-WARRINGAH ELECTRICITY TRANSMISSION LINE No. 1.

Acquisition of Easement.

APPLICATION by the Electricity Commission of New South Wales having been made that an easement or right to use the surface and the subsoil or undersurface of the land described in the Schedule hereto be appropriated or resumed for the construction and maintenance of an electricity transmission line, IT IS HEREBY NOTIFIED AND DECLARED by His Excellency the Governor, acting with the advice of the Executive Council, that an easement or right as aforesaid over so much of the said land as is Crown land is hereby appropriated and an easement or right as aforesaid over so much of the said land as is private property is hereby resumed under Division 1 of Part V of the Public Works Act, 1912, for the purpose aforesaid; AND IT IS HEREBY FURTHER NOTIFIED that the said easement or right is vested in The Electricity Commission of New South Wales.

Dated at Sydney, this 19th day of December, 1956.

J. NORTHCOTT, Governor.

J. R. RENSHAW, Minister for Local Government.

SCHEDULE.

All that piece or parcel of land situate in the Municipality of Ku-ring-gai, parish of Gordon, and county of Cumberland, being part of portion 351: Commencing at a point on the southern boundary of portion 349 bearing 90 degrees and distant 349 feet 11½ inches from the south-western corner of that portion; and bounded thence on the north by part of that boundary bearing 90 degrees 128 feet 7¾ inches; on the north-east by lines successively bearing 141 degrees 2 minutes 30 seconds 443 feet 1½ inches and 111 degrees 46 minutes 30 seconds 316 feet 6¾ inches to the northern boundary of portion 351; on the south by part of that boundary bearing 270 degrees 209 feet 6¾ inches; and on the south-west by lines successively bearing 291 degrees 46 minutes 30 seconds 92 feet 4½ inches and 321 degrees 2 minutes 30 seconds 550 feet 1 inch to the point of commencement,—and said to be in the possession of Albert Zandberg.

Also all that piece or parcel of land situate as aforesaid, being part of portions 341 and 342: Commencing at a point on the western side of Warrimoo-road bearing 355 degrees 21 minutes and distant 1 chain 3.2 links from the north-eastern corner of portion 341; and bounded thence on the east by that side of that road bearing 175 degrees 21 minutes 1 chain 63.73 links; on the south-west by a line bearing 287 degrees 37 minutes 14 chains 3.84 links to the eastern boundary of portion 325; on the west by part of that boundary bearing 360 degrees 1 chain 58.93 links; and on the north-east by a line bearing 107 degrees 37 minutes 13 chains 39.91 links to the point of commencement,—and said to be in the possession of Arthur H. Taylor.

Also all that piece or parcel of land situate as aforesaid, being part of portion 559 and part of lot A in plan annexed to dealing F45,922: Commencing at a point on the eastern side of Warrimoo-road bearing 355 degrees 21 minutes and distant 2 chains 12.8 links from the south-western corner of the said portion 559; and bounded thence on the west by that side of that road bearing 355 degrees 21 minutes 1 chain 63.7 links; on the north-east by a line bearing 107 degrees 37 minutes 12 chains 40.1 links to the southern boundary of the aforesaid lot A in plan annexed to dealing F45,922; on the south by part of that boundary and part of the southern boundary of the aforesaid portion 559 in all bearing 270 degrees 5 chains 0.6 links; and on the south-west by a line bearing 287 degrees 37 minutes 7 chains 0.9 links to the point of commencement,—and said to be in the possession of Nicola Salerno and Lewis Roberts.

Also all that piece or parcel of land situate in the Shire of Warringah, parish of Manly Cove and county of Cumberland, being part of portion 1,250 and part of lot B in plan annexed to dealing D493,330: Commencing at a point on the south-eastern side of Pound-avenue bearing 237 degrees 29 minutes and distant 79 feet 4½ inches from the westernmost corner of the said lot B; and bounded thence on the north-west by that side of that avenue bearing 57 degrees 29 minutes 100 feet 3 inches; on the north-east by a line bearing 143 degrees 23 minutes 369 feet 2 inches to the north-western boundary of lot C in plan annexed to dealing D493,330; on the south-east by part of that boundary bearing 237 degrees 29 minutes 103 feet 11⅛ inches to the westernmost corner of that lot; and on the south-west by part of the south-western boundary of lot B, plan annexed to dealing D493,330 and a line respectively bearing 335 degrees 23 minutes 17 feet 8⅝ inches and 323 degrees 23 minutes 375 feet 7¾ inches to the point of commencement,—and said to be in the possession of The Cremation Society of Australia Ltd., and others.

Also all that piece or parcel of land situate as last aforesaid, being part of lot C in plan annexed to dealing D493,330: Commencing at a point on the south-eastern boundary of lot B, plan annexed to dealing D493,330 bearing 57 degrees 29 minutes and distant 3 feet 8⅜ inches from the southernmost corner of that lot; and bounded thence on the north-west by part of that boundary bearing 57 degrees 29 minutes 100 feet 3 inches; on the north-east by lines successively bearing 143 degrees 23 minutes 20 feet 3½ inches and 135 degrees 50 minutes 50 seconds 412 feet 8½ inches to the eastern boundary of the said lot C; on the east and south-east by part of that boundary and part of the south-eastern boundary of that lot respectively bearing 170 degrees 30 minutes 25 feet 5⅛ inches and 210 degrees 55 minutes 88 feet 6 inches; and on the south-west by lines successively bearing 315 degrees 50 minutes 50 seconds 463 feet ¾ inch and 323 degrees 23 minutes 34 feet ¾ inch to the point of commencement,—and said to be in the possession of Selwyn Edwardes.

Also all that piece or parcel of land situate as last aforesaid, being part of portion 1,671: Commencing at a point on the north-eastern boundary of portion 1,572, bearing 340 degrees and distant 9 chains 15.4 links from the easternmost corner of that portion; and bounded thence on the south-west by part of that boundary bearing 340 degrees 2 chains 19.8 links; on the north-east by a line bearing 110 degrees 26 minutes 30 seconds 7 chains 23.6 links to the south-western boundary of portion 1,570; on the north-east by part of that boundary bearing 160 degrees 2 chains 19.8 links; on the south-west by a line bearing 290 degrees 26 minutes 30 seconds 7 chains 25.6 links to the point of commencement,—and said to be in the possession of Otto Julius Wellman.

Also all that piece or parcel of land situate as last aforesaid, being part of portions 1,597 and 1,598: Commencing at a point on the eastern boundary of portion 1,598 bearing 180 degrees 40 minutes and distant 42 feet 10½ inches from the south-eastern corner of the said portion 1,597; and bounded thence on the south-west by a line bearing 281 degrees 45 minutes 20 seconds 624 feet 9¾ inches to south-eastern side of Warringah-road; on the north-west by that side of that road bearing 42 degrees 5 minutes 50 feet 3 inches; on the north-east by lines successively bearing 100 degrees 50 minutes 577 feet 2 inches and 101 degrees 25 minutes 20 seconds 12 feet 3½ inches to the eastern boundary of portion 1,597; and on the east by part of that boundary and part of the eastern boundary of the aforesaid portion 1,598 bearing 180 degrees 40 minutes 52 feet 2½ inches to the point of commencement,—and said to be in the possession of F. W. Theoman and Mrs. C. M. Chammings.

And also, all that piece or parcel of land situate as last aforesaid, being part of the land comprised in Real Property Application 38,512: Commencing at a point on the eastern boundary of that land bearing 22 minutes 40 seconds and distant 375 feet 10½ inches from the southernmost corner of that land; and bounded thence on the south by a line bearing 201 degrees 38 minutes 40 seconds 276 feet 8¾ inches to the south-western boundary of that land; on the south-west, south and west by part of that boundary, the southern boundary and part of the western boundary of that land respectively bearing 323 degrees 14 minutes 60 seconds 31 feet 10½ inches, 265 degrees 52 minutes 50 seconds 12 feet 5⅜ inches and 22 minutes 40 seconds 27 feet 3¾ inches; on the north by a line bearing 81 degrees 32 minutes 40 seconds 338 feet 11 inches to the aforesaid eastern boundary of the land comprised in Real Property Application 38,512; and on the east by part of that boundary bearing 180 degrees 22 minutes 40 seconds 101 feet 2¾ inches to the point of commencement,—and said to be in the possession of N. H. Gunner. (1619)

Sydney: A. H. Pettifer, Government Printer—1957

This is the copy *Gazette* Notification referred to in the annexed Certificate.

Witness J. P. Hamilton

I:R928042 /Doc:DL G666896 /Rev:19-Mar-1997 /NSW LRS /Pgs:ALL /Prt:10-Sep-2019 11:09 /Seq:4 of 15
Office of the Registrar-General /Src:INFOTRACK /Ref:13142

No. G666896

LODGED by State Crown Solicitor,
237 Macquarie Street,
Sydney.

& Plan

NOTICE OF RESUMPTION of
Easement for Electricial purposes.

Passed
SDB.
6/6.

Particulars entered in Register Book, and on Mortgages. Nos F968217 + F339018

Vol.	Fol.		Vol.	Fol.		Vol.	Fol.	
1469	89		3260	152	P	6079	182	P
1607	158		4116	136	P	6226	39	P
2915	129		5611	6		6761	60	P
3008	239	P	5997	3		6861	96	P

the 10th
day of June 1967
at 12 minutes
o'clock in the noon.

Registrar-General.

[:R928042 /Doc:DL G666896 /Rev:19-Mar-1997 /NSW LRS /Pgs:ALL /Prt:10-Sep-2019 11:09 /Seq:5 of 15
)ffice of the Registrar-General /Src:INFOTRACK /Ref:13142

[*Published in Government Gazette No. 2 of 4th January, 1957.*]

ELECTRICITY COMMISSION ACT, 1950-1954.—PUBLIC WORKS ACT, 1912.

KU-RING-GAI-WARRINGAH ELECTRICITY TRANSMISSION LINE No. 1

Acquisition of Easement.

APPLICATION by the Electricity Commission of New South Wales having been made that an easement or right to use the surface and the subsoil or undersurface of the land described in the Schedule hereto be appropriated or resumed for the construction and maintenance of an electricity transmission line, IT IS HEREBY NOTIFIED AND DECLARED by His Excellency the Governor, acting with the advice of the Executive Council, that an easement or right as aforesaid over so much of the said land as is Crown land is hereby appropriated and an easement or right as aforesaid over so much of the said land as is private property is hereby resumed under Division 1 of Part V of the Public Works Act, 1912, for the purpose aforesaid; AND IT IS HEREBY FURTHER NOTIFIED that the said easement or right is vested in The Electricity Commission of New South Wales.

Dated at Sydney, this 19th day of December, 1956.

J. NORTHCOTT, Governor.

J. B. RENSHAW, Minister for Local Government.

SCHEDULE.

All that piece or parcel of land situate in the Municipality of Ku-ring-gai, parish of Gordon, and county of Cumberland, being part of portion 350: Commencing at a point on the southern boundary of portion 349 bearing 90 degrees and distant 349 feet 11½ inches from the south-western corner of that portion; and bounded thence on the north by part of that boundary bearing 90 degrees 128 feet 7½ inches; on the north-east by lines successively bearing 141 degrees 2 minutes 30 seconds 443 feet 1½ inches and 111 degrees 40 minutes 30 seconds 316 feet 6½ inches to the northern boundary of portion 361; on the south by part of that boundary bearing 270 degrees 269 feet 6½ inches; and on the south-west by lines successively bearing 291 degrees 46 minutes 30 seconds 92 feet 4½ inches and 321 degrees 2 minutes 30 seconds 550 feet 1 inch to the point of commencement,—and said to be in the possession of Albert Zandberg.

Also all that piece or parcel of land situate as aforesaid, being part of portions 341 and 342: Commencing at a point on the western side of Warringah-road bearing 355 degrees 21 minutes and distant 1 chain 2.2 links from the north-eastern corner of portion 341; and bounded thence on the east by that side of that road bearing 175 degrees 21 minutes 1 chain 63.73 links; on the south-west by a line bearing 287 degrees 37 minutes 14 chains 8.34 links to the eastern boundary of portion 328; on the west by part of that boundary bearing 309 degrees 1 chain 58.93 links; and on the north-east by a line bearing 107 degrees 37 minutes 13 chains 89.91 links to the point of commencement,—and said to be in the possession of Arthur H. Taylor.

Also all that piece or parcel of land situate as aforesaid, being part of portion 559 and part of lot A in plan annexed to dealing F46,922: Commencing at a point on the eastern side of Warrimoo-road bearing 355 degrees 21 minutes and distant 2 chains 12.8 links from the south-western corner of the said portion 559; and bounded thence on the west by that side of that road bearing 355 degrees 21 minutes 1 chain 63.7 links; on the north-east by a line bearing 107 degrees 37 minutes 12 chains 40.1 links to the southern boundary of the aforesaid lot A in plan annexed to dealing F45,922; on the south by part of that boundary and part of the southern boundary of the aforesaid portion 559 in all bearing 270 degrees 5 chains 0.0 links; and on the south-west by a line bearing 287 degrees 37 minutes 7 chains 3.9 links to the point of commencement,—and said to be in the possession of Nicola Salerno and Lewis Roberts.

Also all that piece or parcel of land situate in the Shire of Warringah, parish of Manly Cove and county of Cumberland, being part of portion 1,236 and part of lot B in plan annexed to dealing D493,330: Commencing at a point on the south-eastern side of Pound-avenue bearing 237 degrees 29 minutes and distant 79 feet 4½ inches from the westernmost corner of the said lot B; and bounded thence on the north-west by that side of that avenue bearing 57 degrees 29 minutes 100 feet 3 inches; on the north-east by a line bearing 143 degrees 23 minutes 303 feet 2 inches to the north-western boundary of lot C in plan annexed to dealing D493,330; on the south-east by part of that boundary bearing 237 degrees 29 minutes 103 feet 11½ inches to the westernmost corner of that lot; and on the south-west by part of the south-western boundary of lot B, plan annexed to dealing D493,330 and a line respectively bearing 335 degrees 28 minutes 17 feet 8½ inches and 323 degrees 23 minutes 375 feet 7½ inches to the point of commencement,—and said to be in the possession of The Cremation Society of Australia Ltd., and others.

Also all that piece or parcel of land situate as last aforesaid, being part of lot C in plan annexed to dealing D493,330: Commencing at a point on the south-eastern boundary of lot B, plan annexed to dealing D493,330 bearing 57 degrees 29 minutes and distant 3 feet 8½ inches from the southernmost corner of that lot; and bounded thence on the north-west by part of that boundary bearing 57 degrees 29 minutes 100 feet 3 inches; on the north-east by lines successively bearing 143 degrees 23 minutes 29 feet 3½ inches and 135 degrees 50 minutes 50 seconds 412 feet 8½ inches to the eastern boundary of the said lot C; on the east and south-east by part of that boundary and part of the south-eastern boundary of that lot respectively bearing 170 degrees 30 minutes 25 feet 5½ inches and 210 degrees 55 minutes 88 feet 6 inches; and on the south-west by lines successively bearing 315 degrees 50 minutes 50 seconds 403 feet ¼ inch and 323 degrees 23 minutes 34 feet ¼ inch to the point of commencement,—and said to be in the possession of Selwyn Edwards.

Also all that piece or parcel of land situate as last aforesaid, being part of portion 1,571: Commencing at a point on the north-eastern boundary of portion 1,572, bearing 340 degrees and distant 2 chains 15.4 links from the easternmost corner of that portion; and bounded thence on the south-west by part of that boundary bearing 340 degrees 2 chains 10.8 links; on the north-east by a line bearing 116 degrees 26 minutes 30 seconds 7 chains 25.6 links to the south-western boundary of portion 1,570; on the north-east by part of that boundary bearing 160 degrees 2 chains 19.8 links; on the south-west by a line bearing 296 degrees 26 minutes 30 seconds 7 chains 25.6 links to the point of commencement,—and said to be in the possession of Otto Julius Wellman.

Also all that piece or parcel of land situate as last aforesaid, being part of portions 1,597 and 1,598: Commencing at a point on the eastern boundary of portion 1,598 bearing 180 degrees 20 minutes and distant 42 feet 10½ inches from the south-eastern corner of the said portion 1,597; and bounded thence on the south-west by a line bearing 281 degrees 45 minutes 20 seconds 624 feet 9½ inches to south-eastern side of Warringah-road; on the north-west by that side of that road bearing 42 degrees 5 minutes 50 feet 3 inches; on the north-east by lines successively bearing 100 degrees 59 minutes 577 feet 2 inches and 101 degrees 25 minutes 20 seconds 12 feet 3½ inches to the eastern boundary of portion 1,597; and on the east by part of that boundary and part of the eastern boundary of the aforesaid portion 1,598 bearing 180 degrees 40 minutes 62 feet 2½ inches to the point of commencement,—and said to be in the possession of F. W. Thomson and Mrs. C. M. Cummings.

And also, all that piece or parcel of land situate as last aforesaid, being part of the land comprised in Real Property Application 38,512: Commencing at a point on the eastern boundary of that land bearing 22 minutes 40 seconds and distant 375 feet 10½ inches from the southernmost corner of that land; and bounded thence on the south by a line bearing 201 degrees 32 minutes 40 seconds 276 feet 3½ inches to the south-western boundary of that land; on the south-west, south and west by part of that boundary, the southern boundary and part of the western boundary of that land respectively bearing 323 degrees 14 minutes 50 seconds 81 feet 10½ inches, 265 degrees 52 minutes 50 seconds 12 feet 5½ inches and 22 minutes 40 seconds 27 feet 3½ inches; on the north by a line bearing 81 degrees 32 minutes 40 seconds 338 feet 11 inches to the aforesaid eastern boundary of the land comprised in Real Property Application 38,512; and on the east by part of that boundary bearing 180 degrees 22 minutes 40 seconds 101 feet 2½ inches to the point of commencement,—and said to be in the possession of N. H. Gunner. (1619)

Sydney: A. H. Pettifer, Government Printer—1957

This is the copy *Gazette* Notification referred to in the annexed Certificate.

Witness J. P. Hamilton

:R928042 /Doc:DL G666896 /Rev:19-Mar-1997 /NSW LRS /Pgs:ALL /Prt:10-Sep-2019 11:09 /Seq:6 of 15
)ffice of the Registrar-General /Src:INFOTRACK /Ref:13142

No. G666896

LODGED by State Crown Solicitor,
237 Macquarie Street,
Sydney.

& Plans

NOTICE OF RESUMPTION of
Easement for Electricial purposes

Parcel
S DB.
6
6/6.

Particulars entered in Register Book, and on Mortgages.
Nos F968217 + F339018

Vol	Fol.		Vol.	Fol.		Vol.	Fol.	
1469	89		3210	152	P	6079	182	P
1607	155		4161	136	P	6526	39	P
2915	129		5611	6		6761	60	P
3008	239	P	5997	3		6861	96	P

the 10th
day of June 1969
at 12 minutes
o'clock in the noon.

Registrar-General.

I:R928042 /Doc:DL G666896 /Rev:19-Mar-1997 /NSW LRS /Pgs:ALL /Prt:10-Sep-2019 11:09 /Seq:7 of 15
Office of the Registrar-General /Src:INFOTRACK /Ref:13142

S.B. 16138

Municipality of Ku-Ring-Gai

"A"

THE ELECTRICITY COMMISSION OF N.S.W.

KURING-GAI WARRINGAH 132 K.V. TRANSMISSION LINE

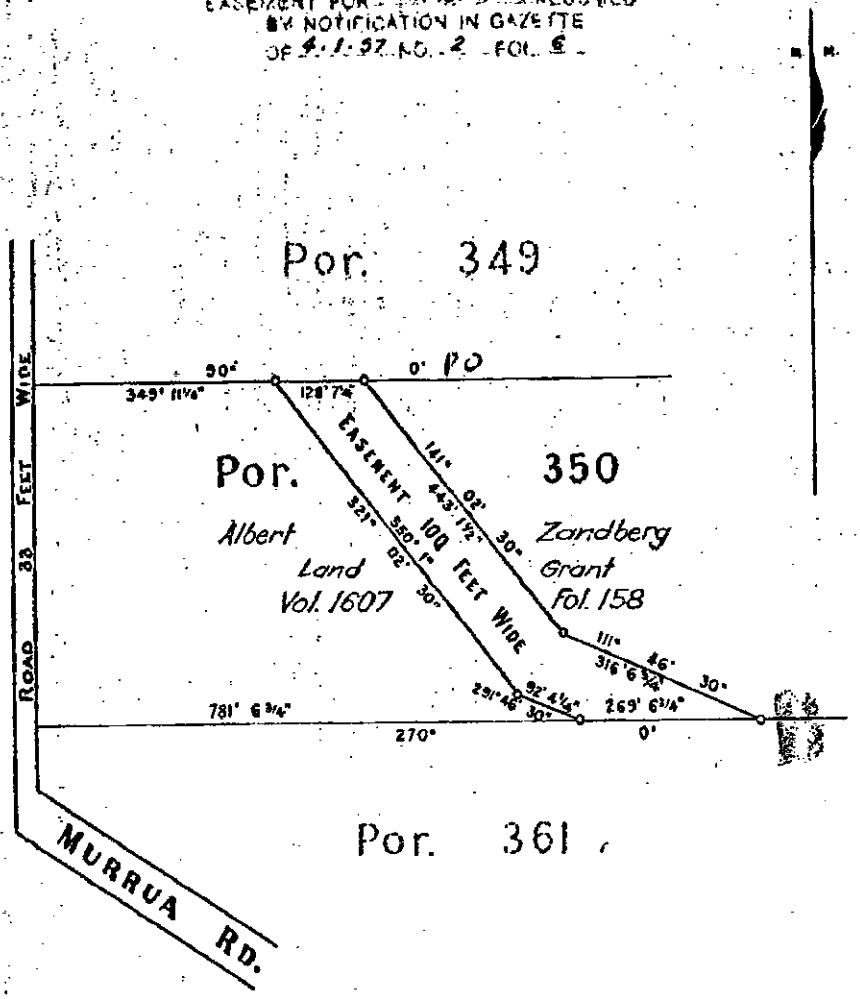
PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Gordon County of Cumberland

Scale: 200 feet to an inch

EASEMENT FOR TRANS. LINE RESUMED BY NOTIFICATION IN GAZETTE OF 4.1.57 NO. 2 FOL. 6



This is the plan marked "A" referred to in Certificate of Resumption No. [illegible] dated this 18th day of February 1957

[illegible]

I certify that this plan has been compiled from information shown on plan catalogued C.2112.2030 at the Department of Lands, Sydney, and is correct.

J. Mipaelson

Surveyor Registered under The Surveyors Act, 1929.

Date: 20th Dec. 1955

P.1721

S.B. 16138.

I:R928042 /Doc:DL G666896 /Rev:19-Mar-1997 /NSW LRS /Pgs:ALL /Prt:10-Sep-2019 11:09 /Seq:8 of 15
Office of the Registrar-General /Src:INFOTRACK /Ref:13142

S.B. 16148

Municipality of Kuring-Gai
~~Shire of~~

"B"

THE ELECTRICITY COMMISSION OF N.S.W.

KURING-GAI - WARRINGAH
132 K.V. TRANSMISSION LINE

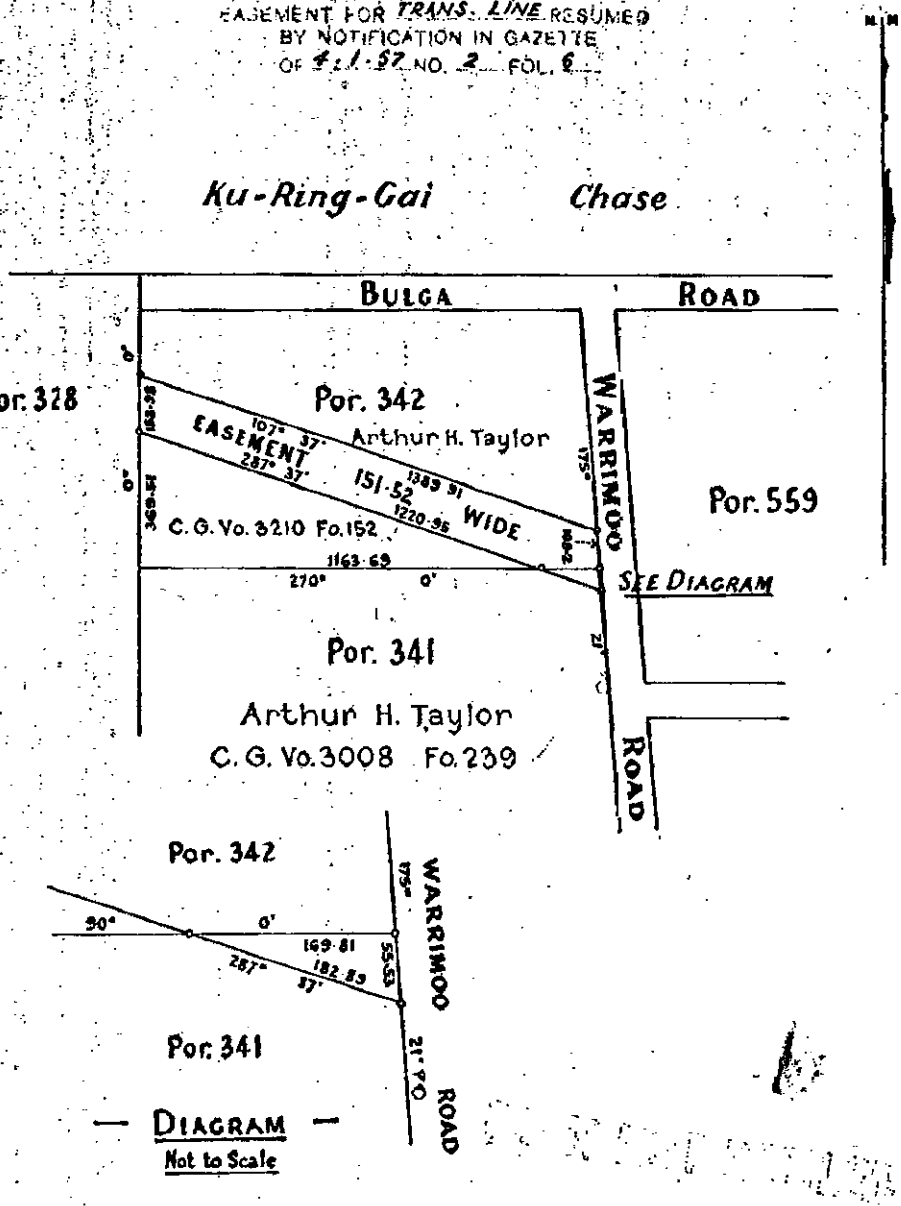
PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Gordon County of Cumberland

Scale: 4 Chains to an inch

EASEMENT FOR *TRANS. LINE* RESUMED
BY NOTIFICATION IN GAZETTE
OF *4.1.57* NO. *2* FOL. *6*



In this plan marked "B" referred to in Certificate of Registration hereto dated this 18th day of February 1957

J. P. Kinsella Chairman
W. L. [illegible]

I certify that this plan has been compiled from information shown in plan catalogued C1886 2030 at the Department of Lands, Sydney, and is correct.

J. Thirlwell

Surveyor Registered under The Surveyors Act, 1929.

Date: 18th April 1956

P. 1798

S.B. 16148.

:R928042 /Doc:DL G666896 /Rev:19-Mar-1997 /NSW LRS /Pgs:ALL /Prt:10-Sep-2019 11:09 /Seq:9 of 15
)ffice of the Registrar-General /Src:INFOTRACK /Ref:13142

S.B. 16144.

"C"

THE ELECTRICITY COMMISSION OF N.S.W.

KURING-GAI WARRINGAH 132 K.V. TRANSMISSION LINE

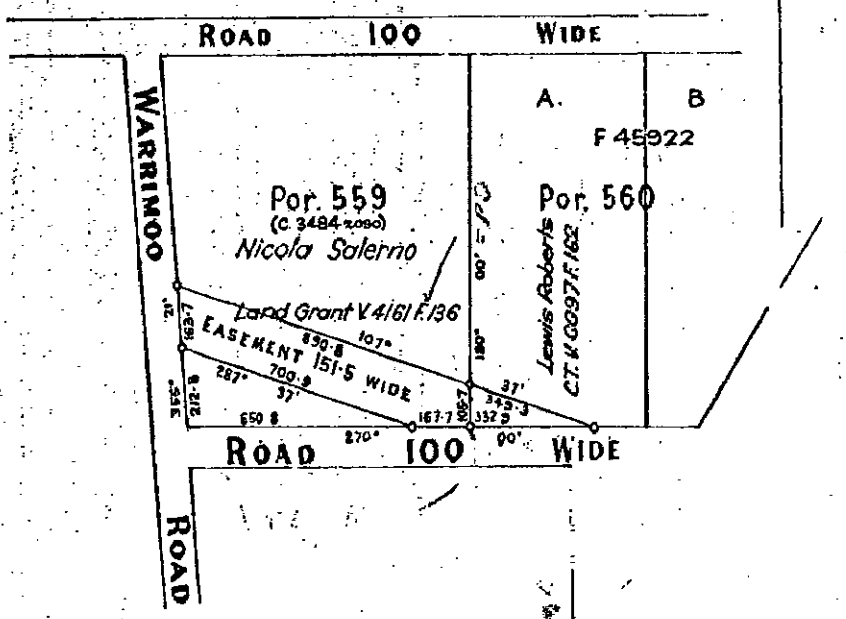
PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Gordon County of Cumberland

Scale: 4 chains to an inch

EASEMENT FOR TRANS. LINE RESUMED BY NOTIFICATION IN GAZETTE OF 4.1.57 NO. 2 FOL. 6



This is the plan "C" referred to in Certificate of Resumption [illegible] dated this 18th day of February, 1957

J. Bernadou, Registrar General.

I certify that this plan has been compiled from information shown in plan catalogued C 3484 2030 in the Department of Lands, Sydney, and is correct.

J. Bernadou

Surveyor Registered under The Surveyors Act, 1929.

P.1720

Date: 20th Dec 1955

S.B. 16144.

I:R928042 /Doc:DL G666896 /Rev:19-Mar-1997 /NSW LRS /Pgs:ALL /Prt:10-Sep-2019 11:09 /Seq:10 of 15
Office of the Registrar-General /Src:INFOTRACK /Ref:13142

S.B. 16143.

"D"

THE ELECTRICITY COMMISSION OF N.S.W.

KURING-GAI —— WARRINGAH
132 kv TRANSMISSION LINE

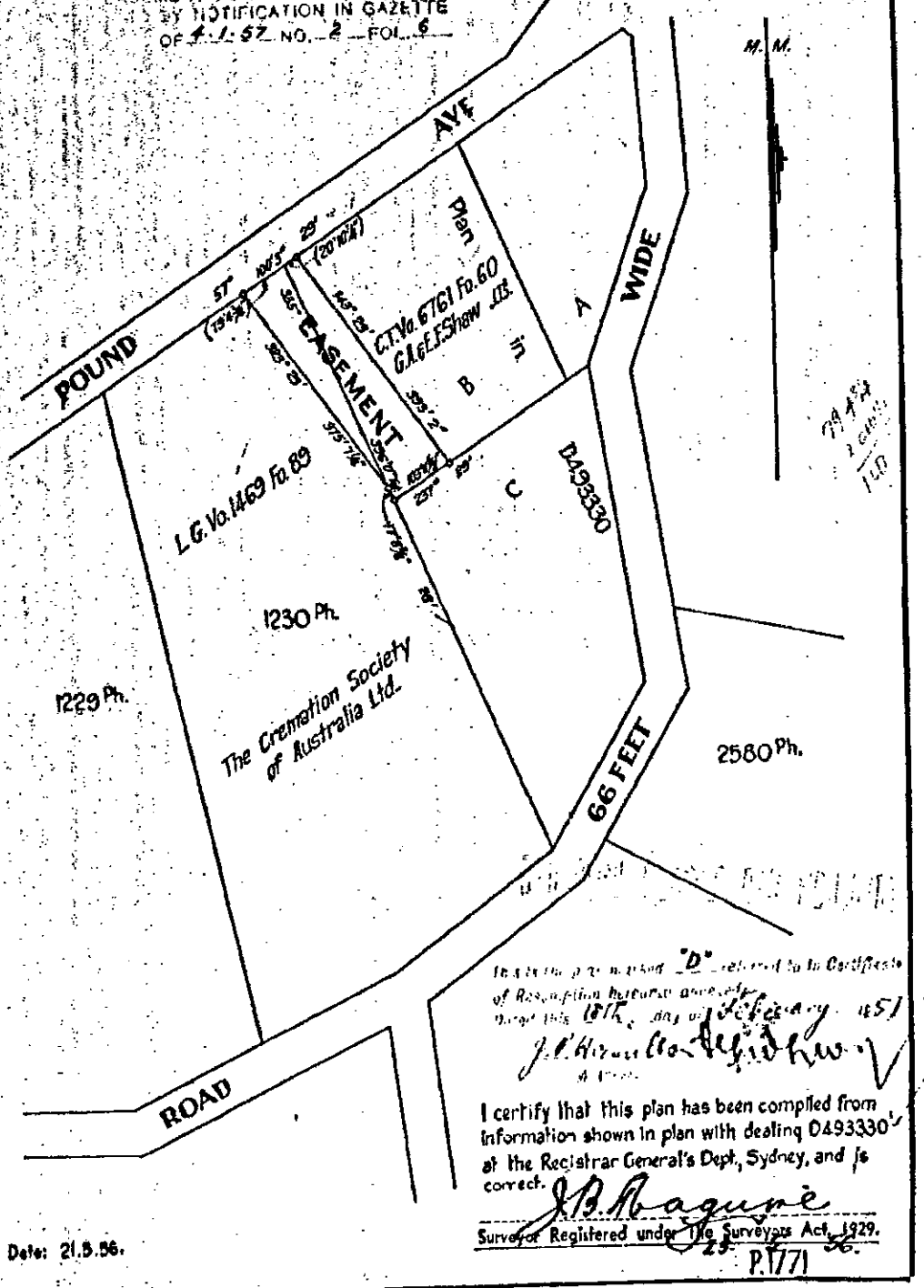
PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Manly Cove County of Cumberland

Scale: 200 Feet to an inch

EASEMENT FOR TRANS. LINE RESUMED BY NOTIFICATION IN GAZETTE OF 4.1.57 NO. 2 FOL. 6



This is the plan "D" referred to in Certificate of Registration hereunder dated this 18th day of February 1957

J. L'Estrange Registrar-General

I certify that this plan has been compiled from information shown in plan with dealing D493330 at the Registrar General's Dept, Sydney, and is correct.

J.B. Raguse

Surveyor Registered under the Surveyors Act, 1929.

Date: 21.5.56.

P.1771

S.B. 16143.

]:R928042 /Doc:DL G666896 /Rev:19-Mar-1997 /NSW LRS /Pgs:ALL /Prt:10-Sep-2019 11:09 /Seq:11 of 15
)ffice of the Registrar-General /Src:INFOTRACK /Ref:13142

S.B. 16140

"E"

THE ELECTRICITY COMMISSION OF N.S.W.

KURING-GAI — WARRINGAH
132 kv TRANSMISSION LINE

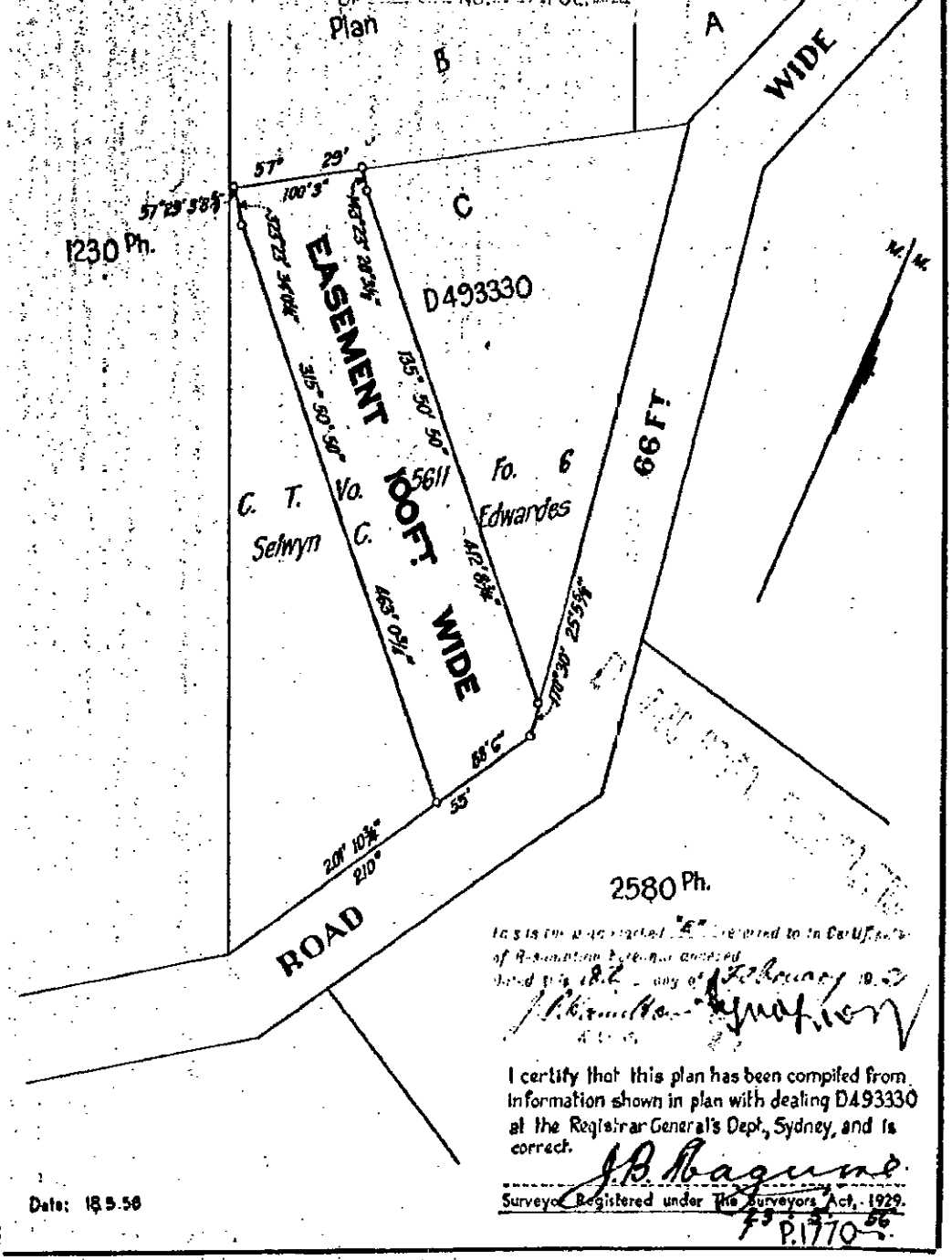
PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Manly Cove County of Cumberland

Scale: 100 feet to an inch

EASEMENT FOR TRANS. LINE RESUMED BY NOTIFICATION IN GAZETTE OF 4.1.57 NO. 2 FOL. 6



This is the plan marked "E" referred to in Certificate of Resumption [illegible] dated this 12 day of February 1957

I certify that this plan has been compiled from information shown in plan with dealing D493330 at the Registrar General's Dept., Sydney, and is correct.

Date: 18.5.56

Surveyor Registered under The Surveyors Act, 1929.

F3 P.1770

S.B. 16140.

I:R928042 /Doc:DL G666896 /Rev:19-Mar-1997 /NSW LRS /Pgs:ALL /Prt:10-Sep-2019 11:09 /Seq:12 of 15
Office of the Registrar-General /Src:INFOTRACK /Ref:13142

S.B. 16141

"F"

Municipality of Warringah

THE ELECTRICITY COMMISSION OF N.S.W.

KURING-GAI WARRINGAH 132 KV. TRANSMISSION LINE

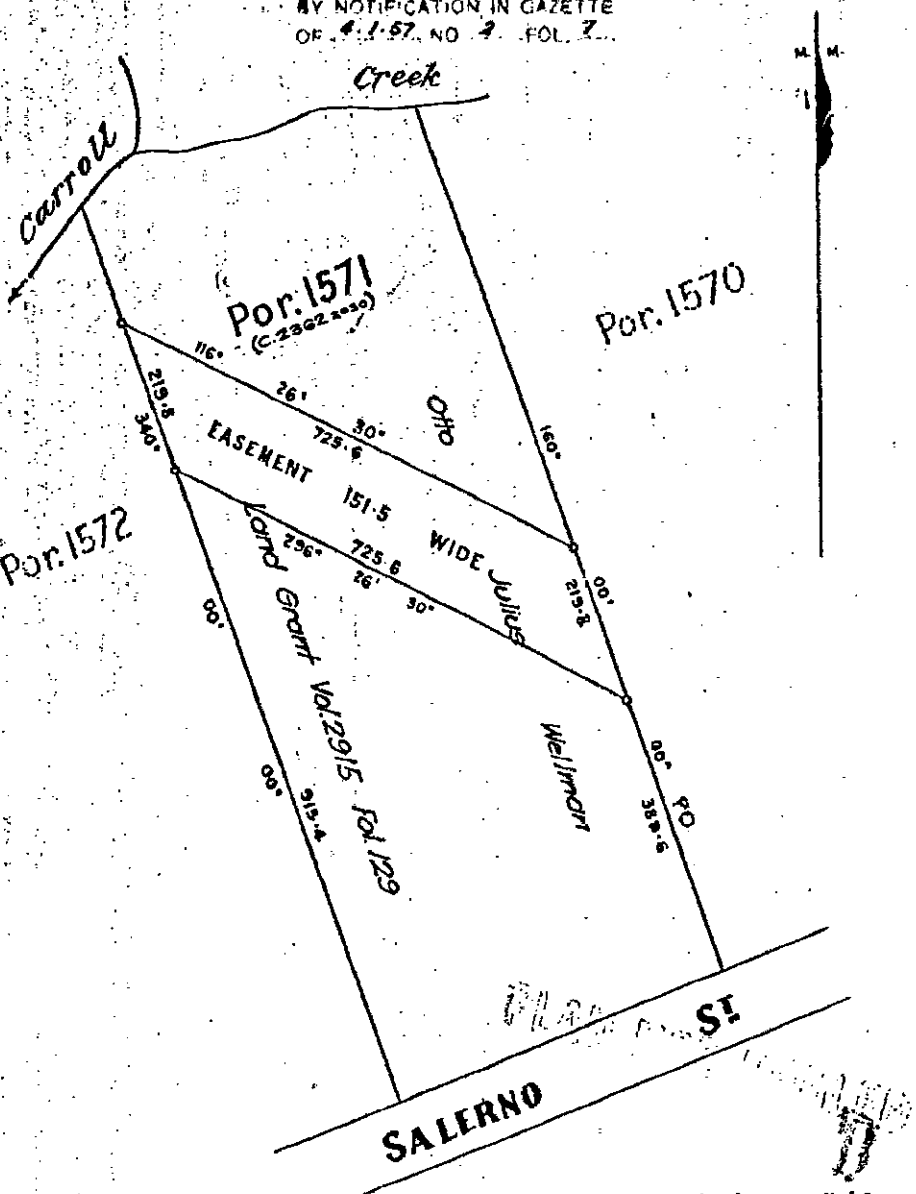
PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Manly Cove County of Cumberland

Scale: 2 Chains to an inch

EASEMENT FOR TRANS. LINE RESUMED BY NOTIFICATION IN GAZETTE OF 4.1.57 NO 9 FOL 7



This is the plan marked "F" referred to in the Certificate of Resumption bearing even date herewith

Dated this 18th day of February 1958

J. Shirreffs
Witness

Date: 20th Dec 1956

I certify that this plan has been compiled from information shewn in plan catalogued C 2362 2030 at the Department of Lands, Sydney, and is correct.

J. Shirreffs
Surveyor Registered under The Surveyors Act, 1929.

P.1722

S.B. 16141.

:R928042 /Doc:DL G666896 /Rev:19-Mar-1997 /NSW LRS /Pgs:ALL /Prt:10-Sep-2019 11:09 /Seq:13 of 15
)ffice of the Registrar-General /Src:INFOTRACK /Ref:13142

S.B. 16142.

F G 666896 "G"

THE ELECTRICITY COMMISSION OF N.S.W.

KURING-GAI WARRINGAH 132 KV. TRANSMISSION LINE

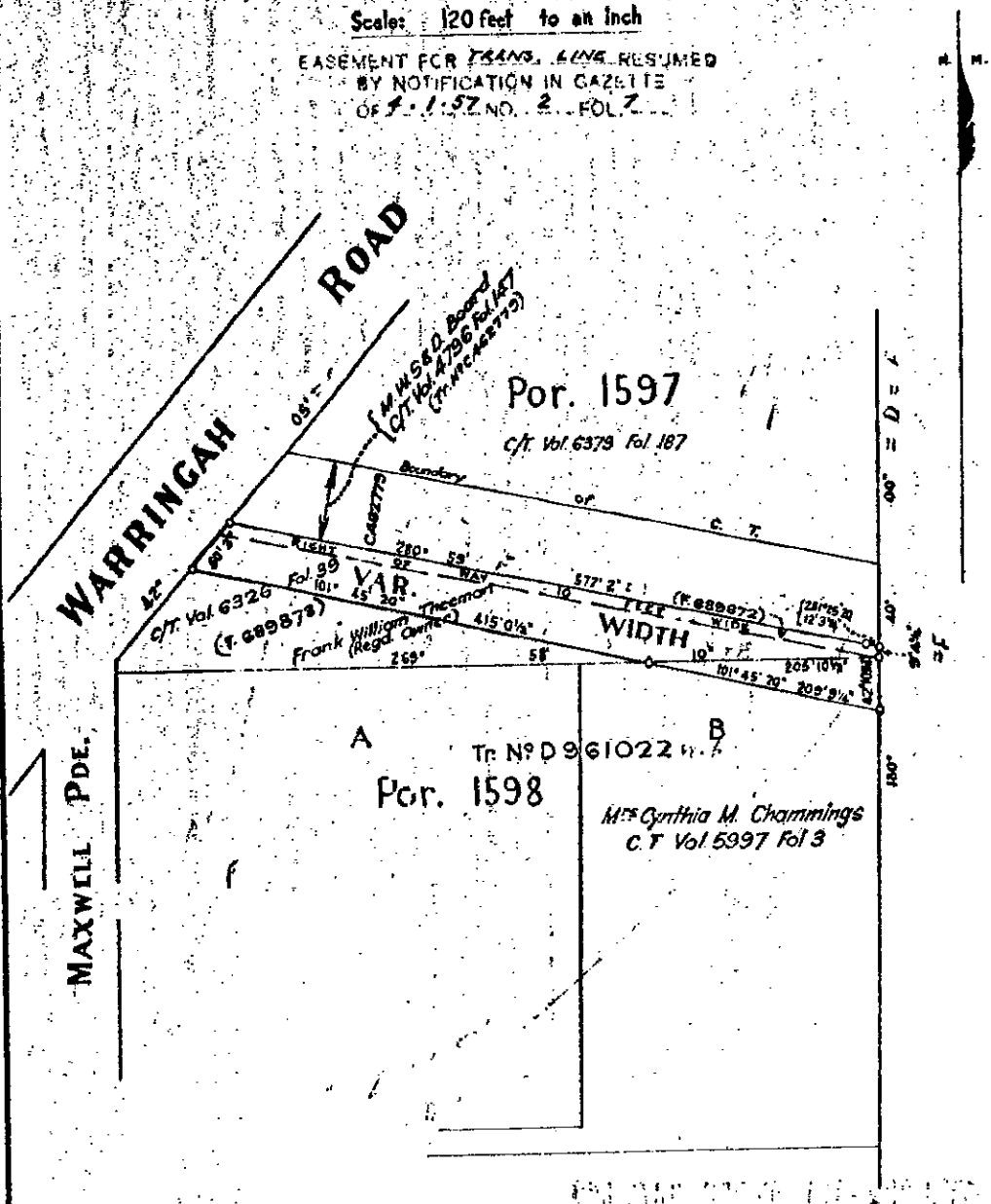
PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Manly Cove County of Cumberland

Scale: 120 feet to an inch

EASEMENT FOR TRANS. LINE RESUMED BY NOTIFICATION IN GAZETTE OF 1.1.57 NO. 2 FOL. 7



This is the plan and the "G" referred to in Certificate of Title ... hereto annexed. Dated this 5th day of February 1957

J.P. Hamilton Acting Minister

Date: 19th Dec 1955

I certify that this plan has been compiled from information shown on plans annexed to transfers D 961022, C 462779 & F 689872 at the Registrar General's Dept., Sydney, and is correct.

J. Meaneton

Surveyor Registered under The Surveyors Act, 1929.

P.1725

S.B. 16142.

i:R928042 /Doc:DL G666896 /Rev:19-Mar-1997 /NSW LRS /Pgs:ALL /Prt:10-Sep-2019 11:09 /Seq:14 of 15
)ffice of the Registrar-General /Src:INFOTRACK /Ref:13142

S.B. 16139.

Municipality of Shire of Warringah

G666896 "H"

THE ELECTRICITY COMMISSION OF N.S.W.

KURING-GAI WARRINGAH 132 K.V. TRANSMISSION LINE

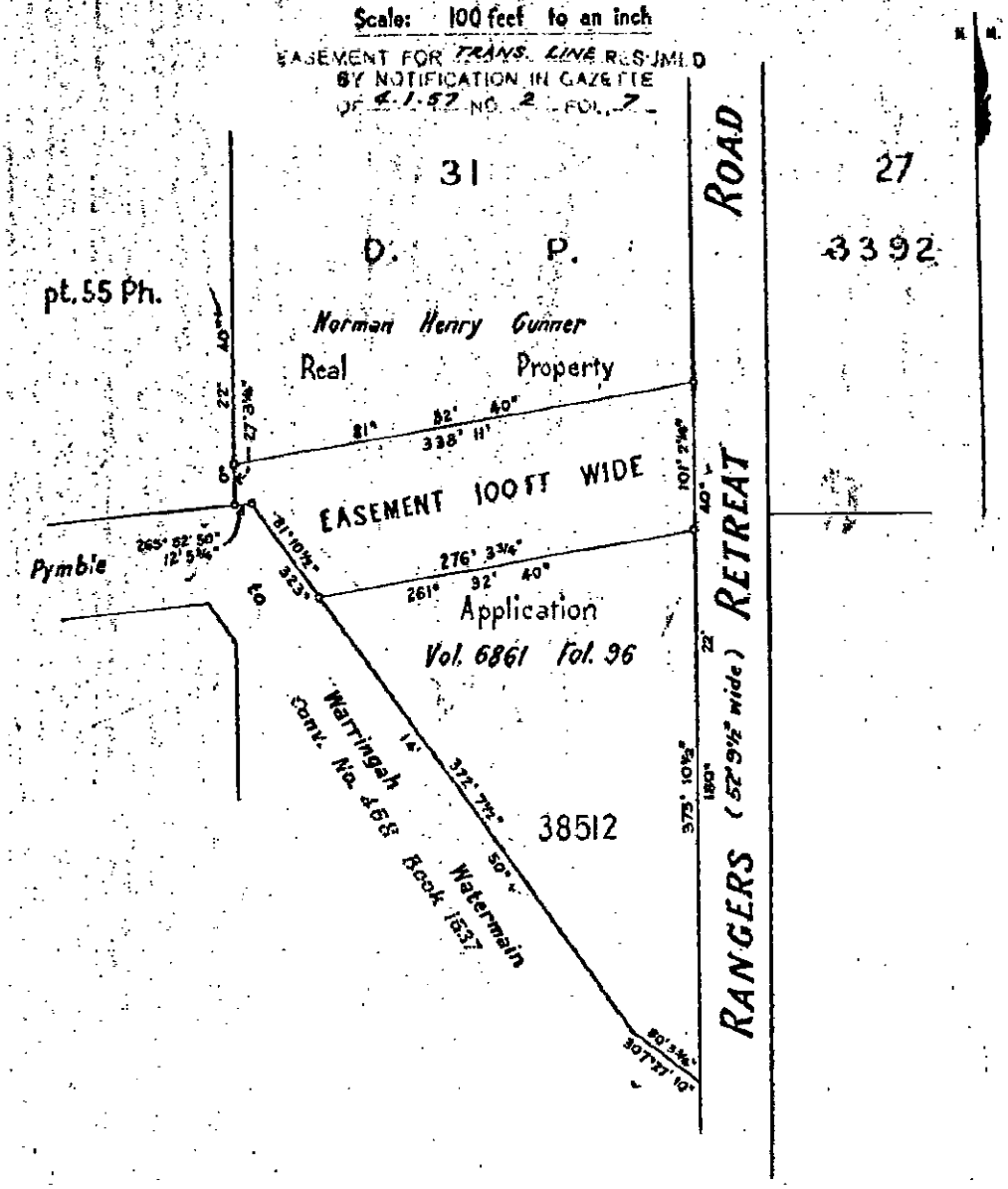
PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Manly Cove County of Cumberland

Scale: 100 feet to an inch

EASEMENT FOR TRANS. LINE RESUMED BY NOTIFICATION IN GAZETTE OF 6.1.57 NO. 2 FOL. 7



This is the plan marked "H" referred to in Certificate of Resumption hereunto annexed Dated the 14th day of February 52

J.S. Harris Clk

Witness.

Date: 14. 12. 55

I certify that this plan has been compiled from information shown in plan of R.P. Application 38512 and is correct.

J. Meiklejohn

Surveyor Registered under The Surveyors Act, 1929.

P. 1724

S.B. 16139.

I:R928042 /Doc:DL G666896 /Rev:19-Mar-1997 /NSW LRS /Pgs:ALL /Prt:10-Sep-2019 11:09 /Seq:15 of 15
Office of the Registrar-General /Src:INFOTRACK /Ref:13142

S.B. 16139.

Municipality of Shire of Warringah

G666896 "H"

THE ELECTRICITY COMMISSION OF N.S.W.

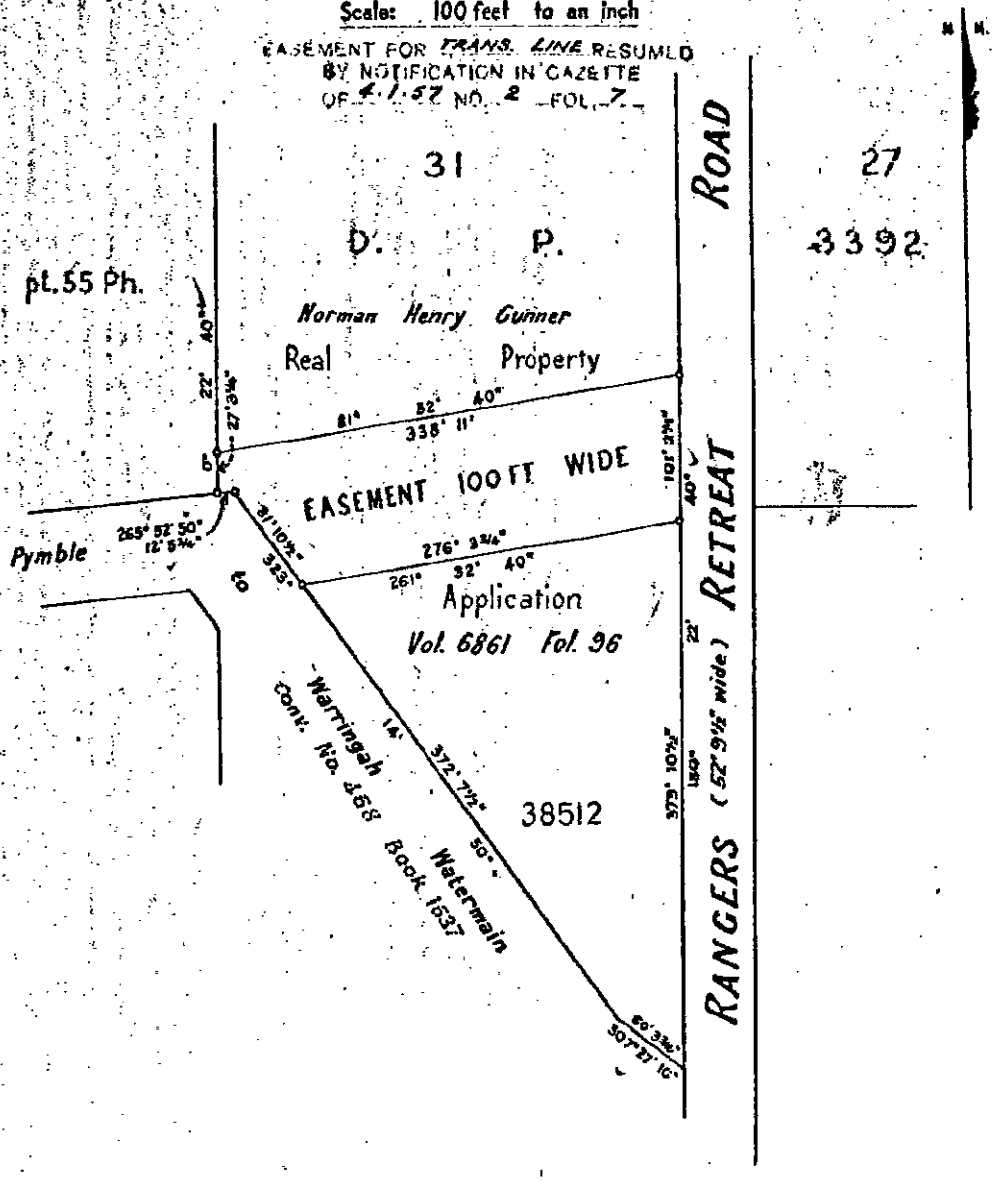
KURING-GAI WARRINGAH 132 K.V. TRANSMISSION LINE

PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Manly Cove County of Cumberland

Scale: 100 feet to an inch



This is the plan marked "H" referred to in Certificate of Resumption hereunto annexed. Dated this 18th day of February 57

J.F. Gamble
Witness.

Date: 14.12.55

I certify that this plan has been compiled from information shown in plan of R.P. Application 38512 and is correct.

J. Meiklejohn

Surveyor Registered under The Surveyors Act, 1929.

P. 1724

S.B. 16139.

Req:R928057 /Doc:DL J985792 /Rev:10-Apr-1997 /NSW LRS /Pgs:ALL /Prt:10-Sep-2019 11:10 /Seq:1 of 4
© Office of the Registrar-General /Src:INFOTRACK /Ref:13142

(1)

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

3

Fees: £ s. d.
Lodgment : :
Endorsement : :
: :
: :
: :

J 985792

R.P. 12A. No.

'65 MAY 11

New South Wales

NEW STAMP DUTY STAMPED

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

SEVEN SHILLINGS STAMP DUTY

£3 10 0

11/5/65

(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.

I, J. P. L. PTY. LIMITED

(herein called transferor)

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

being registered as the proprietor of an estate in fee simple[a] in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of ONE THOUSAND FOUR HUNDRED AND NINETY FIVE POUNDS

(£ 1495. 0. 0) (the receipt whereof is hereby acknowledged) paid to it by

MALVERN RONALD NICHOLSON do hereby transfer to

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

MALVERN RONALD NICHOLSON of 14 Ozone Street, North Manly Telephone Technician

(herein called transferee)

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

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

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

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
CUMBERLAND	MANLY COVE	WHOLE	9728	174	

30129—W 1.61 51437 K 1165-2 V. C. N. Blight, Government Printer

D59495

16357Pt1

Req:R928057 /Doc:DL J985792 /Rev:10-Apr-1997 /NSW LRS /Pgs:ALL /Prt:10-Sep-2019 11:10 /Seq:2 of 4
© Office of the Registrar-General /Src:INFOTRACK /Ref:13142

1635 TNP-1

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

(a) No building or buildings shall be erected on the land hereby transferred with any external wall or walls of materials other than brick andor concrete and or timber or of material of a similar nature.
(b) No main building shall be erected on the land hereby transferred unless the same shall have a minimum area of 800 square feet.
(c) No privy shall be erected on a conspicuous place or position and if the same is visible from the road or other lots in the subdivision it shall be screened.
(d) No advertisement hoarding sign or matter of any description shall be erected or displayed on the land hereby transferred.
(e) No main building shall be erected on the land hereby transferred unless the same shall be connected to the sewer if available and if not available to a septic tank installation the design and construction of which is acceptable to the proper authorities. If approval of the aforementioned septic tank installation cannot be obtained then connection shall be to a septic closet the design and construction of which is acceptable to the proper authorities.
(f) No paling fences shall be erected on the land hereby transferred.
(g) The expression "the land hereby transferred" where herein used shall be deemed to refer separately and severally to each Lot in the relevant Deposited Plan or proposed Deposited Plan executed in this contract and the restrictions in this clause contained shall apply to each Lot as if the Purchaser had given separate covenants in respect of each such lot.
(h) Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.
(i) (1) The land to which the benefit of these restrictions is appurtenant is the land comprised in Certificate of Title Volume 9728 Folio 174 other than the land hereby transferred.

(2) The person or persons having the right to release vary or modify these restrictions are the transferor and such other person or persons company or companies nominated by it under its Common Seal for that purpose and if the transferor shall no longer be in existence or shall not be the Registered Proprietor of any of the land comprised in Certificate of Title Volume 9728 Folio 174 and there shall be no such person or persons company or companies so nominated then the persons for the time being registered as the proprietor of the land in Certificate of Title Volume 9728 Folio 174 other than the land hereby transferred.
(3) The land which is subject to the burden of these restrictions is the land hereby transferred.
(4) Except as set forth in (2) hereof no consent shall be required to any release variation and modification of these restrictions.

AND the Transferee covenants with the Transferor on his own behalf and on behalf of his successors and assigns for the benefit of the adjoining land owned by the Transferor during its ownership by the Transferor that no fence shall be erected on the land hereby transferred to divide it from the said adjoining land without the consent of the Transferor but such consent shall not be withheld if such fence is erected without expense to the Transferor and for the purpose of Section 88 B of the Conveyancing Act 1919 IT IS HEREBY AGREED AND DECLARED THAT

)i) The land having the benefit of this covenant is the land owned by the Transferor adjoining the land hereby transferred.

)ii) The land subject to the burden of this covenant is the land hereby transferred.

)iii) The persons having the right to release, vary or modify this covenant is the Transferor.

ENCUMBRANCES, &c., REFERRED TO.*

* A very short note will suffice.

K 1165—2 Sc 437

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

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1954.

Req:R928057 /Doc:DL J985792 /Rev:10-Apr-1997 /NSW LRS /Pgs:ALL /Prt:10-Sep-2019 11:10 /Seq:3 of 4
© Office of the Registrar-General /Src:INFOTRACK /Ref:13142

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

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

Execution may be proved where the parties are resident:—

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

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

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

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

Signed at Sydney the 21st day of April 19 .

THE COMMON SEAL OF J.P.I. PTY LIMITED
was hereunto affixed by the authority
and in the presence of the Board of Directors in the
presence of:

A.B. Nesbitt
Director.

Secretary

Director

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

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Transferee(s).

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—

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

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

‡ 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.

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

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

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

K 1165—2 St 437

1635?RP1

Req:R928057 /Doc:DL J985792 /Rev:10-Apr-1997 /NSW LRS /Pgs:ALL /Prt:10-Sep-2019 11:10 /Seq:4 of 4
© Office of the Registrar-General /Src:INFOTRACK /Ref:13142

No. J 985792

LODGED BY LINCOLN SMITH & CO. SOLICITORS 165 ELIZABETH STREET 61 6791 SYDNEY

FEES.

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

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

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

(c) Where a new Certificate of Title must issue the scale charges are—
(i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;
(ii) £2 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram
(iii) as approved where more than one simple diagram, or an extensive diagram will appear.
Where the engrossing exceeds 15 folios, an amount of 5s. per folium, extra fee is payable

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

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

PARTIAL DISCHARGE OF MORTGAGE.

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

I,

mortgagee under Mortgage No.

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

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

Dated at this day of 19 .

Signed in my presence by

who is personally known to me.

Mortgagee.

INDEXED	MEMORANDUM OF TRANSFER
Checked by	Particulars entered in Register Book, Volume 9728 Folio 174
Passed (in S.D.B.) by	the 26th day of May 1965 at minutes past 3 o'clock in the afternoon.
Signed by	Registrar-General

PROGRESS RECORD.

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

Vol. Fol.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

16357RP1

northern beaches council

Northern Beaches Council Planning Certificate – Part 2&5

Applicant: InfoTrack
GPO Box 4029
Sydney NSW 2001

Reference: 13142
Date: 10/09/2019
Certificate No. ePLC2019/4994

Address of Property: 77 Lady Davidson Circuit FORESTVILLE NSW 2087
Description of Property: Lot 37 DP 221578

Planning Certificate – Part 2

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

1. Relevant planning instruments and Development Control Plans

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

1.1a) Local Environmental Plan

Warringah Local Environmental Plan 2011

1.1b) State Environmental Planning Policies and Regional Environmental Plans

State Environmental Planning Policy 1—Development Standards
State Environmental Planning Policy 19 – Bushland in Urban Areas
State Environmental Planning Policy 21 – Caravan Parks
State Environmental Planning Policy 33 – Hazardous and Offensive Development
State Environmental Planning Policy 50 – Canal Estate Development
State Environmental Planning Policy 55 – Remediation of Land
State Environmental Planning Policy 64 – Advertising and Signage
State Environmental Planning Policy 65 – Design Quality of Residential Apartment Development
State Environmental Planning Policy No 70—Affordable Housing (Revised Schemes)
State Environmental Planning Policy (Affordable Rental Housing) 2009
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004

State Environmental Planning Policy (Infrastructure) 2007
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007
State Environmental Planning Policy (State and Regional Development) 2011
State Environmental Planning Policy (State Significant Precincts) 2005
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
State Environmental Planning Policy (Primary Production and Rural Development) 2019
Partly Affected - State Environmental Planning Policy (Coastal Management) 2018
Sydney Regional Environmental Plan No 20-Hawkesbury-Nepean River (No 2-1997)
State Environmental Planning Policy No 44-Koala Habitat Protection
Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005
Sydney Regional Environmental Plan No 9-Extractive Industry (No 2-1995)

1.2 Draft Environmental Planning Instruments

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

1.2 a) Draft State Environmental Planning Policies

Review of State Environmental Planning Policy 44 – Koala Habitat Protection
Draft State Environmental Planning Policy (Environment)
Draft State Environmental Planning Policy (Short-term Rental Accommodation) 2019
Amendment to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
Draft Remediation of Land State Environmental Planning Policy (intended to replace State Environmental Planning Policy 55)

1.2 b) Draft Local Environmental Plans

Planning Proposal - Dee Why Town Centre Planning Controls (PEX2018/0002)
Applies to land: Dee Why Town Centre (boundaries identified within the Planning Proposal)
Outline: Amends WLEP 2011 to:

- Increase maximum permissible building heights
- Introduce floor space ratio controls
- Provide development standards in relation to car parking, building setbacks and building proportion
- Identify additional "Key Sites"
- Implement a delivery mechanism for key infrastructure and public domain improvements

Council resolution: 23 September 2014
Gateway Determination: 1 April 2015 amended 22 September 2016

1.3 Development Control Plans

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

Warringah Development Control Plan 2011

2. Zoning and land use under relevant Local Environmental Plans

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

2.1 Zoning and land use under relevant Local Environmental Plans

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

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

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone R2 Low Density Residential

1 Objectives of zone

• To provide for the housing needs of the community within a low density residential environment.

• To enable other land uses that provide facilities or services to meet the day to day needs of residents.

• To ensure that low density residential environments are characterised by landscaped settings that are in harmony with the natural environment of Warringah.

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

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

4 Prohibited

Any development not specified in item 2 or 3

Additional permitted uses

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

Nil

(e) Minimum land dimensions

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

(f) Critical habitat

The land does not include or comprise critical habitat.

(g) Conservation areas

The land is not in a heritage conservation area.

(h) Item of environmental heritage

The land does not contain an item of environmental heritage.

2.2 Draft Local Environmental Plan - if any

For any proposed changes to zoning and land use, see Part 1.2 b)
Please contact Council's Strategic and Place Planning unit with enquiries on 1300 434 434.

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

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

3. Complying Development

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

a) Housing Code

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

b) Rural Housing Code

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

c) Low Rise Medium Density Code

Complying Development under the Low Rise Medium Density Code may not be carried out on all the land.

Note: Pursuant to clause 3B.63 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, all land in Northern Beaches Council is a 'deferred area' meaning that the Low Rise Medium Density Code does not apply until 31 October 2019.

d) Greenfield Housing Code

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

e) Housing Alterations Code

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

f) General Development Code

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

g) Commercial and Industrial Alterations Code

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

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

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

i) Container Recycling Facilities Code

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

j) Subdivisions Code

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

k) Demolition Code

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

l) Fire Safety Code

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

m) Inland Code

Complying Development under the Inland Code does not apply to the land.

Note: Pursuant to clause 3D.1 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the Inland Code only applies to 'inland local government areas'. Northern Beaches local government area is not defined as an 'inland local government area' by *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

4, 4A (Repealed)

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

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

5. Mine Subsidence

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

6. Road widening and road realignment

(a) The land is not affected by a road widening or re-alignment proposal under Division 2 of Part 3 of the *Roads Act 1993*.

(b) The land is not affected by a road widening or re-alignment proposal under an environmental planning instrument.

(c) The land is not affected by a road widening or re-alignment proposal under a resolution of Council.

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

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

Nil

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

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

Final Draft Northern Beaches Bush Fire Prone Land Map (BFPLM)
This land is identified as bush fire prone land on the Final Draft Northern Beaches Bush Fire Prone Land Map. The Northern Beaches BFPLM will supersede the Warringah BFPLM 2016, Pittwater BFPLM 2013 and Manly BFPLM 2010 from the date of its Certification by the Commissioner of the NSW Rural Fire Service. Please refer to the project page on Council's website for more information.

7A. Flood related development control Information

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

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

8. Land reserved for acquisition

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

9. Contribution plans

The following applies to the land:

Northern Beaches Section 7.12 Contributions Plan 2019

9A. Biodiversity certified land

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

10. Biodiversity Stewardship Sites

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

10A. Native vegetation clearing set asides

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

11. Bush fire prone land

Bush Fire Prone Land
The land is bush fire prone land.

Draft Northern Beaches Bush Fire Prone Land Map 2018
All of the land is bush fire prone land.

12. Property vegetation plans

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

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

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

14. Directions under Part 3A

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

15. Site compatibility certificates and conditions for seniors housing

(a) There is not a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land.

(b) No condition of consent applies to the property that limits the kind of people who may occupy the premises/ development. This refers only to consents granted after 11 October 2007 with

conditions made in accordance with clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*.

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

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

17. Site compatibility certificate and conditions for affordable rental housing

(a) There is not a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land.

(b) There are not terms of a kind referred to in clause 17 (1) or 38 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

18. Paper subdivision information

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

19. Site verification certificates

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

20. Loose-fill asbestos insulation

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

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

Contact NSW Fair Trading for more information.

21 Affected building notices and building product rectification orders

(1) There is not an affected building notice of which the council is aware that is in force in respect of the land.
(2) There is not a building product rectification order of which the council is aware that is in force in respect of the land and has

not been fully complied with, and

(3) There is not a notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

In this clause:

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

Additional matters under the Contaminated Land Management Act 1997

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

(a) the land to which the certificate relates is not significantly contaminated land within the meaning of that Act

(b) the land to which the certificate relates is not subject to a management order within the meaning of that Act

(c) the land to which the certificate relates is not the subject of an approved voluntary management proposal within the meaning of that Act

(d) the land to which the certificate relates is not subject to an ongoing maintenance order within the meaning of that Act

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

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

Planning Certificate – Part 5

ePLC2019/4994

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

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

Company Title Subdivision

Clause 4.1 of the *Pittwater Local Environmental Plan 2014*, *Warringah Local Environmental Plan 2011* or *Manly Local Environmental Plan 2013* provides that land may not be subdivided except

with the consent of the Council. This includes subdivision by way of company title schemes. Persons considering purchasing property in the Northern Beaches local government area the subject of a company title scheme are advised to check that the land has been subdivided with the consent of the Council.

District Planning

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

Council Resolution To Amend Environmental Planning Instrument

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

Planning Proposal - Response to Low Rise Medium Density Code
Applies to land: Certain land in the Pittwater Local Environmental Plan 2014 (PLEP 2014) and Manly Local Environmental Plan 2013 (MLEP 2013)
Outline: Seeks to amend the PLEP 2014 and MLEP 2013 in response to issues arising from the future implementation of the NSW Governments' SEPP (Exempt and Complying Development) Amendment (Low Rise Medium Density Code). The intent of the Planning Proposal is to prohibit:

- manor houses and multi-dwelling housing (including terraces) in zone R2 Low Density Residential zone under the Manly LEP 2013
- dual occupancy in zone R2 Low Density Residential zone under the Manly LEP 2013 and Pittwater LEP 2014
- multi-dwelling housing and dual occupancies in the R3 Zone in the Warriewood Valley under Pittwater LEP 2014

Council resolution: 26 June 2018

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

- Transfer the planning controls for land within the B2 Oxford Falls Valley and C8 Belrose North localities of WLEP 2000 into the best fit zones and land use controls under WLEP 2011
- Rezone the majority of the subject land to E3 Environmental Management under WLEP 2011
- Rezone smaller parcels of land to E4 Environmental Living, RU4 Primary Production Small Lots, SP2 Infrastructure, SP1 Special Activities, R5 Large Lot Residential and R2 Low Density Residential under WLEP 2011
- Include various parcels of land as having additional permitted uses under Schedule 1 of WLEP 2011

Council resolution: 24 February 2015

Planning Proposal - Freshwater Village Carpark Reclassification
Applies to land: Oliver Street carpark and Lawrence Street carpark, Freshwater
Outline: Amends WLEP 2011 to:

- Amend Schedule 4 Part 1 to include reference to the land
- Amend LZN_010 map to change the zoning from RE1 - Public Recreation to SP2 - Infrastructure
- Amend HOB_010 map to implement a maximum height of building of 3 metres.

Council resolution: 27 November 2018

Planning Proposal - Manly Warringah War Memorial State Park (Wakehurst Parkway, Allambie Heights & 1 Kirkwood Street, North Balgowlah)
Applies to: Crown Land: Lots 76 and 77 DP 504237; Lot 2 DP 710023 and Lot 1 DP 1200869; and **Sydney Water Land**: Lot 1 DP 710023 and Lot 1 DP 835 123
Outline: Proposed amendment to WLEP 2011 to:

- Amend Land Zoning Map to change the zoning from R2 (Low Density Residential) to RE1 (Public Recreation) for Lots 76 and 77 DP 504237, Lots 1 and 2 DP 710023, and Lot 1 DP 1200869.
- Amend Land Zoning Map to change the zoning from R2 (Low Density Residential) to SP2 (Infrastructure) - 'Water Supply System' for Lot 1 DP 835123.
- Amend Height of Building Map and Minimum Lot Size Map to remove the residential development standards for height and minimum lot size from all of the subject lots.

Council resolution: 28 May 2019

Planning Proposal - Pittwater Road and Albert Street, Narrabeen
Applies to: 1294 - 1300 Pittwater Road and 2 - 4 Albert Street, Narrabeen
Outline: Amends WLEP 2011 to:

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

Council resolution: 28 May 2019

Planning Proposal - Manly Creek Riparian Lands, Manly Vale (in the vicinity of "Mermaid Pool")
Applies to: Crown Land:

- Part Lot 7370 DP1165551 being land adjoining 102 King Street, Manly Vale
- Part Lot 7369 DP1165551 Wandella Road, Allambie Heights, south of Jenna Close, Allambie heights
- Lot 7371 DP1165577
- Part unmade road at the southern end of Wandella Road, King Street, Manly Vale

Outline: Proposed amendment to WLEP 2011 to:

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

Council resolution: 27 November 2018

Additional Information Applying To The Land

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

Nil

General Information

Threatened Species

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

Potential threatened species could include:

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

(b) one or more of the following threatened ecological communities as described in the final determination of the scientific committee to list the ecological communities under Schedule 2 of the *Biodiversity Conservation Act 2016*:

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

Bush fire

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

Aboriginal Heritage

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

Coastal Erosion

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

information.



Ray Brownlee PSM
Chief Executive Officer
10/09/2019

Application No. 10254547 Created on Sep 10, 2019 11:12:38 AM

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

SEWERAGE SERVICE DIAGRAM NICHALSON

No. 666919

Municipality of *Warringah*

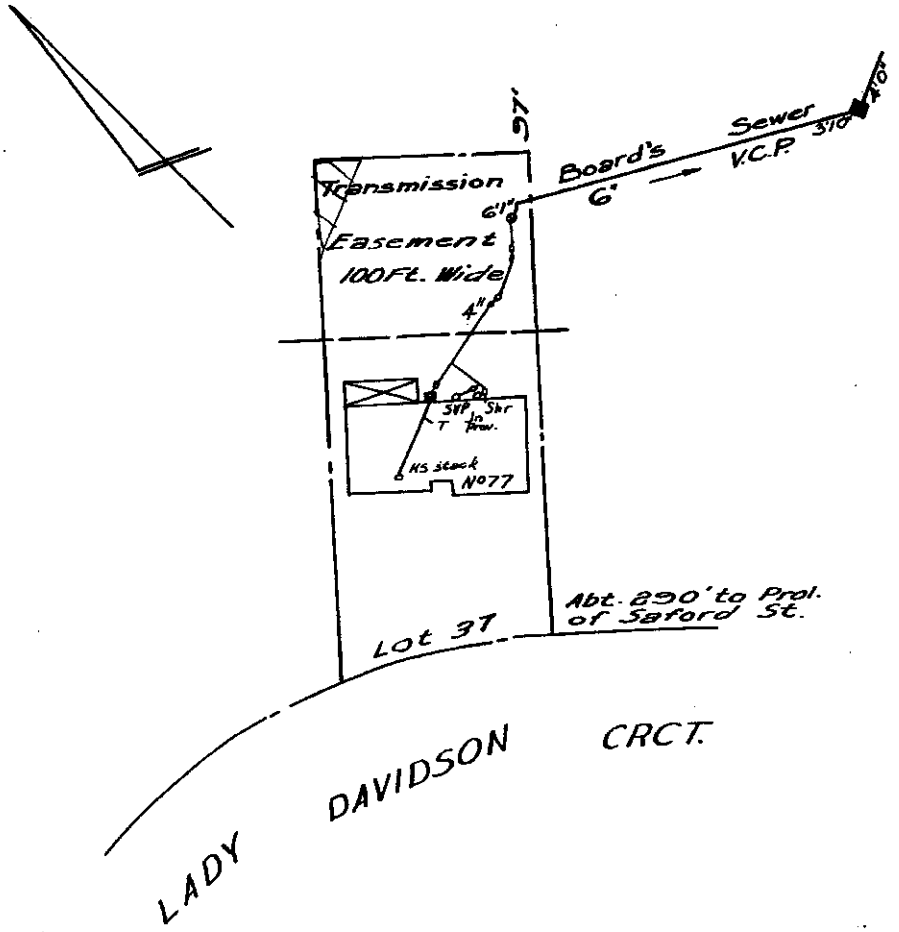
SYMBOLS AND ABBREVIATIONS

⌑	Boundary Trap	■ R.V.	Reflux Valve	I.P. Induct Pipe	Bsn. Basin
■	Pit	⊸	Cleaning Eye	M.F. Mica Flap	Shr. Shower
▤ G.I.	Grease Interceptor	O Vert.	Vertical Pipe	T. Tubs	W.I.P. Wrought Iron Pipe
⊠	Gully	O V.P.	Vent. Pipe	K.S. Kitchen Sink	C.I.P. Cast Iron Pipe
⊠ P.T.	P. Trap	O S.V.P.	Soil Vent. Pipe	W.C. Water Closet	F.W. Floor Waste
⊠ R.S.	Reflux Sink	D.C.C.	Down Cast Cowl	B.W. Bath Waste	W.M. Washing Machine

Scale: 40 Feet To An Inch

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



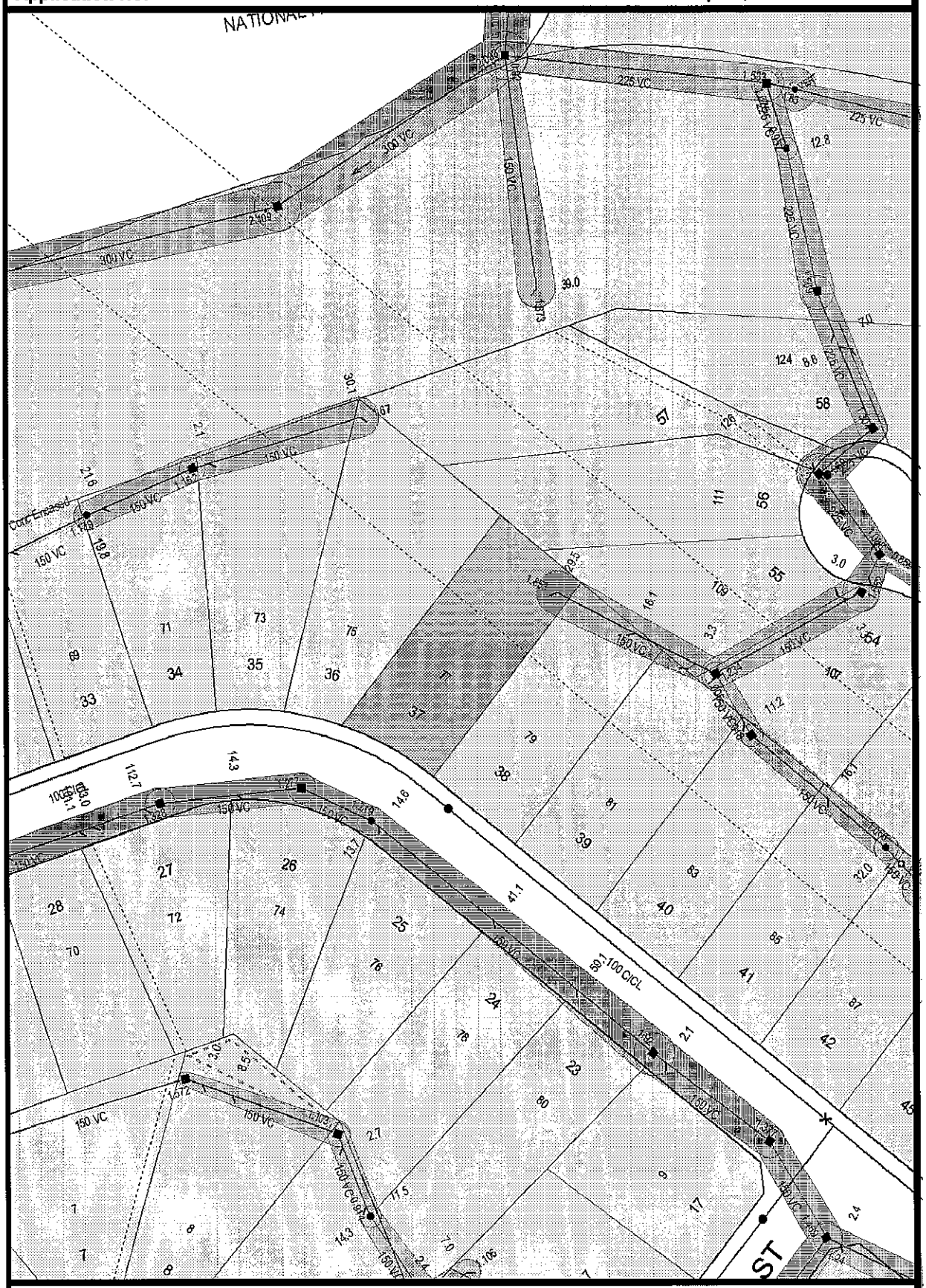
RATE No..... W.C.s..... U.C.s..... 19.....

SHEET No. 11598 OFFICE USE ONLY For Engineer House Services

	DRAINAGE		BRANCH OFFICE	PLUMBING	
W.C.	Supervised by	Date		Supervised by	Date
Bth.		/ /	Date / /		/ /
Shr.	Inspector		Outfall N.S. HL	Inspector	
Bsn.	Examined by		Drainer	1037-054	
K.S.			Plumber	1389 165	
T.		/ /			
Plg.	Chief Inspector		Boundary Trap ■/is not required		
Dge. Int.					
Dge. Ext.	Tracing Checked	/ /			

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

Application No. 10254545 Created on Sep 10, 2019 11:12:45 AM



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

NSW GOVERNMENT

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C – Swimming Pools Act 1992

Pool No:	**035f01eb**
Property Address:	**77 LADY DAVIDSON CIRCUIT FORESTVILLE**
Date of Registration:	**28 October 2013**
Type of Pool:	**An outdoor pool that is not portable or inflatable**
Description of Pool:	**In ground**

The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.

The issue of this certificate does not negate the need for regular maintenance of the pool.

Please remember:

- **Children should be supervised by an adult at all times when using your pool**
- **Regular pool barrier maintenance**
- **Pool gates must be closed at all times**
- **Don't place climbable articles against your pool barrier**
- **Remove toys from the pool area after use**

You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.

This is NOT a Certificate of Compliance

NSW SWIMMING POOL REGISTER

Certificate of Compliance

Section 22D – Swimming Pools Act 1992

Pool No:	**035f01eb**
Property Address:	**77 LADY DAVIDSON CIRCUIT FORESTVILLE**
Expiry Date:	**01 October 2022**
Issuing Authority:	**Phil Commandeur - Accredited Certifier - bpb3009**

The swimming pool at the above property complies with Part 2 of the *Swimming Pools Act 1992*. The issue of this certificate does not negate the need for regular maintenance of the swimming pool barrier to ensure it is compliant with the *Swimming Pools Act 1992*.

This certificate ceases to be valid if a direction is issued pursuant to Section 23 of the *Swimming Pools Act 1992*.

The swimming pool at the above property is not required to be inspected under the inspection program of the local authority while this certificate of compliance remains valid pursuant to Section 22B(3) of the *Swimming Pools Act 1992*.

Please remember:

- **Children should be supervised by an adult at all times when using your pool**
- **Regular pool barrier maintenance**
- **Pool gates must be closed at all times**
- **Don't place climbable articles against your pool barrier**
- **Remove toys from the pool area after use**