

# Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>Skyline Real Estate</b> <b>3/14 Frenchs Forest Rd, Frenchs Forest</b>	<b>Ref: Damien</b> <b>Tel: 94523444</b>
co-agent		
vendor	<b>Dale Jon McGrath and Susan Helen McGrath</b> <b>17 Kurrajong Road, Frenchs Forest East, NSW 2086 Australia</b>	
vendor's solicitor	<b>Emmerson &amp; Emmerson</b> <b>Forestway Centre Suite 9, Forest Way,</b> <b>Frenchs Forest NSW 2086</b>	<b>Phone: (02) 9452 1022</b> <b>Email: ckelly@eande.com.au</b> <b>Fax: (02) 9975 2549</b> <b>Ref: CK:7132</b>
date for completion	<b>42nd day after the contract date</b>	(clause 15)
land (address, plan details and title reference)	<b>17 Kurrajong Road, Frenchs Forest, New South Wales 2086</b> <b>Registered Plan: Lot 59 Plan DP 220732</b> <b>Folio Identifier 59/220732</b>	
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: spa	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> 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	<input type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> other: 4 x garden/storage sheds
exclusions	
purchaser	
purchaser's solicitor	
price	\$
deposit	\$ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

**Where there is more than one purchaser**    ☐ JOINT TENANTS  
☐ tenants in common    ☐ in unequal shares, specify:

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

buyer's agent

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

**SIGNING PAGE**

<b>VENDOR</b>	<b>PURCHASER</b>
<p><b>Signed by</b></p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
<b>VENDOR (COMPANY)</b>	<b>PURCHASER (COMPANY)</b>
<p><b>Signed by</b> _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person      Signature of authorised person</p> <p>_____</p> <p>Name of authorised person      Name of authorised person</p> <p>_____</p> <p>Office held      Office held</p>	<p><b>Signed by</b> _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person      Signature of authorised person</p> <p>_____</p> <p>Name of authorised person      Name of authorised person</p> <p>_____</p> <p>Office held      Office held</p>

**Choices**Vendor agrees to accept a **deposit-bond**☒ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4):

PEXA

**Manual transaction** (clause 30)☒ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exception, in the space below):

**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable☒ NO ☐ yes**GST:** Taxable supply☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make a *GSTRW payment*  
(GST residential withholding payment)☒ NO ☐ yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate):Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

## List of Documents

<p><b>General</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 1 property certificate for the land</li> <li><input checked="" type="checkbox"/> 2 plan of the land</li> <li><input type="checkbox"/> 3 unregistered plan of the land</li> <li><input type="checkbox"/> 4 plan of land to be subdivided</li> <li><input type="checkbox"/> 5 document to be lodged with a relevant plan</li> <li><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</li> <li><input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</li> <li><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</li> <li><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</li> <li><input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</li> <li><input type="checkbox"/> 11 <i>planning agreement</i></li> <li><input type="checkbox"/> 12 section 88G certificate (positive covenant)</li> <li><input type="checkbox"/> 13 survey report</li> <li><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></li> <li><input type="checkbox"/> 15 occupation certificate</li> <li><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</li> <li><input type="checkbox"/> 17 other document relevant to tenancies</li> <li><input type="checkbox"/> 18 licence benefiting the land</li> <li><input type="checkbox"/> 19 old system document</li> <li><input type="checkbox"/> 20 Crown purchase statement of account</li> <li><input type="checkbox"/> 21 building management statement</li> <li><input type="checkbox"/> 22 form of requisitions</li> <li><input checked="" type="checkbox"/> 23 <i>clearance certificate</i></li> <li><input type="checkbox"/> 24 land tax certificate</li> </ul> <p><b>Home Building Act 1989</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 25 insurance certificate</li> <li><input type="checkbox"/> 26 brochure or warning</li> <li><input type="checkbox"/> 27 evidence of alternative indemnity cover</li> </ul> <p><b>Swimming Pools Act 1992</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 28 certificate of compliance</li> <li><input type="checkbox"/> 29 evidence of registration</li> <li><input type="checkbox"/> 30 relevant occupation certificate</li> <li><input type="checkbox"/> 31 certificate of non-compliance</li> <li><input type="checkbox"/> 32 detailed reasons of non-compliance</li> </ul>	<p><b>Strata or community title (clause 23 of the contract)</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 33 property certificate for strata common property</li> <li><input type="checkbox"/> 34 plan creating strata common property</li> <li><input type="checkbox"/> 35 strata by-laws</li> <li><input type="checkbox"/> 36 strata development contract or statement</li> <li><input type="checkbox"/> 37 strata management statement</li> <li><input type="checkbox"/> 38 strata renewal proposal</li> <li><input type="checkbox"/> 39 strata renewal plan</li> <li><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</li> <li><input type="checkbox"/> 41 property certificate for neighbourhood property</li> <li><input type="checkbox"/> 42 plan creating neighbourhood property</li> <li><input type="checkbox"/> 43 neighbourhood development contract</li> <li><input type="checkbox"/> 44 neighbourhood management statement</li> <li><input type="checkbox"/> 45 property certificate for precinct property</li> <li><input type="checkbox"/> 46 plan creating precinct property</li> <li><input type="checkbox"/> 47 precinct development contract</li> <li><input type="checkbox"/> 48 precinct management statement</li> <li><input type="checkbox"/> 49 property certificate for community property</li> <li><input type="checkbox"/> 50 plan creating community property</li> <li><input type="checkbox"/> 51 community development contract</li> <li><input type="checkbox"/> 52 community management statement</li> <li><input type="checkbox"/> 53 document disclosing a change of by-laws</li> <li><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</li> <li><input type="checkbox"/> 55 document disclosing a change in boundaries</li> <li><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</li> <li><input type="checkbox"/> 57 information certificate under Community Land Management Act 1989</li> <li><input type="checkbox"/> 58 disclosure statement - off the plan contract</li> <li><input type="checkbox"/> 59 other document relevant to off the plan contract</li> </ul> <p><b>Other</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 60</li> </ul>
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**HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number**

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

Before purchasing land that includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, 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 the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

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

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

### **Cooling off period (purchaser's rights)**

- 1 This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2 **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
  - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
  - (b) in any other case—the fifth business day after the day on which the contract was made.
- 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 the Act, section 66W, 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 the Act, section 66ZG.
- 4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. 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 and Stock Agents Act 2002 prescribe a number of conditions applying to sales by auction.

**WARNINGS**

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

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land and Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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 If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;



<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

## 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 –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
  - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
  - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
  - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
  - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

## 3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *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 16.5.
- 3.9 The vendor must give the purchaser any original *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 any original *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 any original *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 any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
  - 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 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
  - 4.2.2 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.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
  - 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must within 7 days of the contract date create and populate an *Electronic Workspace* with title data and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and populate an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
  - 4.7.2 create and populate an *electronic transfer*;
  - 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
  - 4.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 business days before the date for completion.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
  - 4.11.2 all certifications required by the *ECNL* are properly given; and
  - 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW 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.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are 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; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 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 –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

## 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 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

## 7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *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;
  - 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
  - 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 vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that service and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

## 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, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for 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 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 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.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

## 15 Date for completion

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

## 16 Completion

### • Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

### • Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

## 17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

**18 Possession before completion**

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

**19 Rescission of contract**

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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 4.8 or clause 30.4);
  - 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;
  - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
  - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 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 4, 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 - 4) 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.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
  - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
    - a registered or registrable change from by-laws set out in this contract;
    - a change from a development or management contract or statement set out in this contract; or
    - a change in the boundaries of common property;
  - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
  - 23.2.3 'contribution' includes an amount payable under a by-law;
  - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
  - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
  - 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 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
  - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
  - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.



- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 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.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 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.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* 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.

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
  - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
  - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

### 30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
    - 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
    - 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
    - 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
    - 30.5 The vendor can require the purchaser to include a 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 burdened and benefited.
  - **Place for completion**
    - 30.6 *Normally*, the *parties* must complete at the completion address, which is –
      - 30.6.1 if a special completion address is stated in this contract - that address; or
      - 30.6.2 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
      - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
    - 30.7 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.
    - 30.8 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.
  - **Payments on completion**
    - 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
    - 30.10 *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 –
      - 30.10.1 the amount is to be treated as if it were paid; and
      - 30.10.2 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).
    - 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
    - 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
      - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
      - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
      - 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
    - 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
      - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
      - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
      - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

### 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 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

**32 Residential off the plan contract**

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

17 KURRAJONG RD, FRENCHS FOREST 2080

## **SPECIAL CONDITIONS**

**Vendor: Dale Jon McGrath and Susan Helen McGrath**

**Property: 17 Kurrajong Road, Frenchs Forest**

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### **32 GENERAL**

The parties agree that:

32.2 Clause 7.1.1 is amended by altering 5% to read 1%.

32.5 Printed clause 18 is amended by adding the following;

Clause 18.8 'The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property'.

32.6 Clause 31.4 is deleted in its entirety and replaced with, 'If the vendor has delivered a certificate no later than 5 business days prior to settlement then the purchaser is not entitled to delay settlement.'

### **33 CONDITION OF PROPERTY**

33.1 The Purchaser acknowledges that it is satisfied as to the approved and capable use and condition of the property and is purchasing the property in its present condition and state of repair (subject to fair wear and tear), and;

33.2 The Purchaser acknowledges that it is purchasing the property subject to all defects (if any) latent or patent, including:

- (a) All infestations and dilapidations (if any)
- (b) Existing services (if any) and defects therein, their location and the absence of any rights or easements in respect thereof;
- (c) The presence of any sewer or manhole or vent on the property;
- (d) Any rainwater downpipes being connected to the sewer, and/or;
- (e) Compliance or otherwise with any covenants

disclosed or not disclosed herein, and the Purchaser cannot make a claim, objection or requisition, rescind or terminate or delay completion in respect of any of the above matters.

33.3 The Vendor has not made and does not make any warranty as to the state of repair or condition of the inclusions and the Purchaser shall accept them in their state of repair and condition at the date of this contract. The Vendor is not responsible for any loss (other than loss due to act or default of the Vendor), mechanical breakdown or reasonable wear and tear to the furnishings and chattels (if any) occurring after the date of this contract.

33.4 The Purchaser shall not call upon the Vendor to carry out any work, repair or replacement whatsoever in relation to the property and/or the inclusions the subject of this sale.

### **34 DEATH, MENTAL ILLNESS, BANKRUPTCY**

If at any time prior to completion of this contract either the Vendor or Purchaser or if more than one of them shall die, become mentally ill or be declared bankrupt, then either party may rescind the contract and clause 19 of the contract shall apply.

### **35 ESTATE AGENT AND COMMISSION**

The Purchaser warrants to the Vendor that they were not introduced to the Vendor or the property by any real estate agent except the agent (if any) named herein or by any other person who might be entitled to claim commission from the Vendor in respect of this sale, and the Purchaser indemnifies the Vendor (and if more than one, each of them) against any claim for commission which might be made by any agent resulting from an introduction constituting a breach of such warranty and against all costs and expenses incidental to defending any such claim. It is agreed that these indemnities shall be continuing indemnities not merging on completion.

### **36 ENTIRE AGREEMENT**

The Purchaser acknowledges that he does not rely upon any warranty or representation made by the Vendor or the Vendor's agent except such that are expressly provided for in this contract.

### **37 NOTICE TO COMPLETE**

- 37.1 Completion of this matter shall take place on or before 3:30pm within the time provided for in clause 15 herein. Should completion not take place within that time, then either party shall be at liberty to issue a Notice to complete calling for the other party to complete the matter making the time for completion essential. Such notice shall give not less than 14 days notice after the day immediately following the day on which that notice is received by the recipient of the notice. A notice to complete of such duration is considered by the parties as being deemed reasonable and sufficient to render the time for completion essential. Should either party serve a notice to complete, the other party will be liable for a fee of three hundred dollars \$300.00 inclusive of GST payable by way of an adjustment in the other party's favour on completion to cover the cost for issuing such notice.
- 37.2 The service of any notice or document under or relating to this contract may, in addition to the provisions of Clause 20, be effected and shall be sufficient service on a party and that parties solicitor if the Notice or Document is sent by email to the email address noted on the contract or on their letterhead and in any such case shall be deemed to be duly given or made, except where;
- (a) The time of dispatch is not before 5pm (Sydney time) on a day which business is generally carried on in the place to which such notice is sent, in which case the notice shall be deemed to have been received at the commencement of business on the next such business day in the place; or
  - (b) The sender's machine indicates a malfunction in transmission and the recipient's transmission shall be deemed not to have been given or made.

### **38 INTEREST & FAILURE TO COMPLETE**

- 38.1 It is an essential term of this agreement that in the event that completion does not take place by the completion date, then the Purchaser shall pay the Vendor on completion in addition to the balance of purchase monies and any other monies payable to the Vendor, interest on the balance of purchase monies calculated at the rate of ten per centum (10%) per annum computed at a daily rate from the day immediately after the agreed completion date up to and including the actual date on which this sale shall be completed but if completion is delayed by reason of the Vendor's default, then interest shall not be charged for the period during which completion was so delayed. It is further agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings. The

Vendor is not obliged to complete this contract unless the amount payable under this clause is tendered.

- 38.2 If this contract is not completed by the completion date and the Vendor is ready willing and able to complete, then in addition to any other right the Vendor may have under this contract or otherwise, the Purchaser must on completion of this contract pay the Vendor an amount of \$300.00 as a re-imbursement of the Vendor's additional legal expenses incurred by the delay of the Purchaser.

#### **39 SURVEY REPORT**

**deleted**

#### **40 DEPOSIT**

In the event that the Vendor wishes to purchase a further property the Vendor shall be entitled to a release of the deposit, or part thereof, as is necessary for the deposit, stamp duty, or towards the balance of the purchase price payable on the property the Vendor is purchasing without production of further authority from the Purchaser other than by sending a copy of this condition to the stakeholder and notifying the Purchaser's solicitor, and on the condition that if the released funds are to be used as a deposit that they are held in a trust account of a solicitor or a real estate agent or invested in accordance with the contract and not further released.

#### **41 FIRB**

- 41.1 The Purchaser warrants to the Vendor that the Purchaser is entitled to purchase the property without the approval or consent of the Foreign Investment Review Board
- 41.2 In the event of any breach of said warranty, the Purchaser will indemnify and compensate the Vendor in respect of any loss, damage, penalty, fine, expense or legal costs which may be incurred by the Vendor as a consequence thereof. This warranty and indemnity shall not merge upon completion.

#### **42 BUILDING CERTIFICATE**

Notwithstanding the provisions of clause 11 hereof if, as a consequence of any application by the Purchaser for a building certificate from the local council:

A work order under any legislation is made after the date of this contract or;

The local council informs the Purchaser of works to be done before it will issue the building certificate;

Then the Purchaser is not entitled to make a requisition or claim in respect of such works required by the local council and if this contract is completed the Purchaser must comply with such work order and pay the expenses of the compliance or do the works required at his own expense.

#### **43. ADJUSTMENT OF PERIODIC OUTGOINGS**

Each party agrees that if on completion the adjustment of any periodic outgoing or other expense required to be made under this Contract is overlooked or incorrectly calculated, it will forthwith upon being so requested by the other party, make the correct calculation and pay to the other party such an amount as is shown by such calculation to be payable. This clause shall not merge on completion.



**44. PURCHASER'S FINANCE**

The Purchaser acknowledges that the Vendor has entered into this Contract in reliance upon the Purchaser's warranty that:

- a) The Purchaser does not require credit in order to pay for the property; or
- b) If the Purchaser requires credit in order to pay for the property, the Purchaser has obtained such credit under reasonable terms prior to the date of this Contract; or
- c) The Purchaser has satisfied himself that he will be able to arrange such credit as is needed to pay for the property and has represented to the vendor that he has such ability to obtain all necessary credit.

**45 SWIMMING POOL**

The vendor discloses that the property once included an above ground swimming pool which was registered with the council. This pool is no longer in existence having been removed from the property. Then the Purchaser is not entitled to make a requisition or claim in respect of the pool registration with council or require the vendor to have any record of registration removed from council records.

**If this property is to be sold by public auction, the following conditions apply:-**

These conditions replace the auction conditions of sale of the printed Contract.

1. If the property is or intended to be sold at Auction:-

*Bidders' Record means the bidders record to be kept pursuant to Clause 18 of the Property Stock and Business Agents Regulations 2003 and Section 68 of the Property Stock and Business Agents Act 2002.*

2. The following conditions are prescribed as applicable to and in respect of the sale by auction of land:-

- (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 the written authority to bid for and 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 Contract for Sale of Land.

3. The following conditions, in addition to those prescribed by sub-clause 2, 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) One bid may only be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
- (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.



FOLIO: 59/220732

SEARCH DATE	TIME	EDITION NO	DATE
16/3/2023	11:09 AM	2	8/9/2018

LAND

LOT 59 IN DEPOSITED PLAN 220732  
AT FRENCH'S FOREST  
LOCAL GOVERNMENT AREA NORTHERN BEACHES  
PARISH OF MANLY COVE COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP220732

FIRST SCHEDULE

DALE JON MCGRATH  
SUSAN HELEN MCGRATH  
AS JOINT TENANTS (T V161289)

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 J628990 EASEMENT FOR DRAINAGE AFFECTING THE SITE OF PROPOSED DRAINAGE EASEMENT 3 FEET WIDE SHOWN IN DP220732
- 3 J650448 EASEMENT FOR DRAINAGE AFFECTING THE SITE OF PROPOSED DRAINAGE EASEMENT 3 FEET WIDE SHOWN IN DP220732
- 4 J757049 EASEMENT FOR DRAINAGE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE SITE OF PROPOSED DRAINAGE EASEMENT 3 FT WIDE SHOWN WITHIN LOT 62 IN DP220732
- 5 J773412 EASEMENT FOR DRAINAGE AFFECTING THE SITE OF PROPOSED DRAINAGE EASEMENT 3 FEET WIDE SHOWN IN DP220732
- 6 J785718 EASEMENT FOR DRAINAGE AFFECTING THE SITE OF PROPOSED DRAINAGE EASEMENT 3 FEET WIDE SHOWN IN DP220732
- 7 J804853 COVENANT
- 8 Y136714 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

7132

PRINTED ON 16/3/2023

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FEAT	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
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41	11.454	11.467	11.480	11.493	11.506	11.519	11.532	11.545	11.558	11.571	11.584	11.597	11.610	11.623	11.636	11.649	11.662	11.675	11.688	11.701	11.714	11.727	11.740	11.753	11.766	11.779	11.792	11.805	11.818	11.831	11.844	11.857	11.870	11.883	11.896	11.909	11.922	11.935	11.948	11.961	11.974	11.987	11.999	12.012	12.025	12.038	12.051	12.064	12.077	12.090	12.103	12.116	12.129	12.142	12.155	12.168	12.181	12.194	12.207	12.220	12.233	12.246	12.259	12.272	12.285	12.298	12.311	12.324	12.337	12.350	12.363	12.376	12.389	12.402	12.415	12.428	12.441	12.454	12.467	12.480	12.493	12.506	12.519	12.532	12.545	12.558	12.571	12.584	12.597	12.610	12.623	12.636	12.649	12.662	12.675	12.688	12.701	12.714	12.727	12.740	12.753	12.766	12.779	12.792	12.805	12.818	12.831	12.844	12.857	12.870	12.883	12.896	12.909	12.922	12.935	12.948	12.961	12.974	12.987	12.999	13.012	13.025	13.038	13.051	13.064	13.077	13.090	13.103	13.116	13.129	13.142	13.155	13.168	13.181	13.194	13.207	13.220	13.233	13.246	13.259	13.272	13.285	13.298	13.311	13.324	13.337	13.350	13.363	13.376	13.389	13.402	13.415	13.428	13.441	13.454	13.467	13.480	13.493	13.506	13.519	13.532	13.545	13.558	13.571	13.584	13.597	13.610	13.623	13.636	13.649	13.662	13.675	13.688	13.701	13.714	13.727	13.740	13.753	13.766	13.779	13.792	13.805	13.818	13.831	13.844	13.857	13.870	13.883	13.896	13.909	13.922	13.935	13.948	13.961	13.974	13.987	13.999	14.012	14.025	14.038	14.051	14.064	14.077	14.090	14.103	14.116	14.129	14.142	14.155	14.168	14.181	14.194	14.207	14.220	14.233	14.246	14.259	14.272	14.285	14.298	14.311	14.324	14.337	14.350	14.363	14.376	14.389	14.402	14.415	14.428	14.441	14.454	14.467	14.480	14.493	14.506	14.519	14.532	14.545	14.558	14.571	14.584	14.597	14.610	14.623	14.636	14.649	14.662	14.675	14.688	14.701	14.714	14.727	14.740	14.753	14.766	14.779	14.792	14.805	14.818	14.831	14.844	14.857	14.870	14.883	14.896	14.909	14.922	14.935	14.948	14.961	14.974	14.987	14.999	15.012	15.025	15.038	15.051	15.064	15.077	15.090	15.103	15.116	15.129	15.142	15.155	15.168	15.181	15.194	15.207	15.220	15.233	15.246	15.259	15.272	15.285	15.298	15.311	15.324	15.337	15.350	15.363	15.376	15.389	15.402	15.415	15.428	15.441	15.454	15.467	15.480	15.493	15.506	15.519	15.532	15.545	15.558	15.571	15.584	15.597	15.610	15.623	15.636	15.649	15.662	15.675	15.688	15.701	15.714	15.727

REGISTRAR GENERAL'S DEPARTMENT  
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REGISTRAR GENERAL'S DEPARTMENT  
CORRECTIONAL INSTITUTION

	PEEL INDEX	RENTS
70	3.74	21.40
71	3.74	21.40
72	3.74	21.46
73	3.74	21.53
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-	30		758.8	
-	30	1/4	765.1	

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

THE COMMON SEAL of COMMERCIAL ENGINEERS  
ACCEPTANCE LIMITED was hereunto affixed  
by authority of the Directors in the  
presence of:-

**SIGNATURES AND SEALS ONLY.**



Approved by Casrell SHURE  
The Common Seal of The Casrell of the SHURE  
was hereunto affixed on 12 DEC. 63  
of Casrell passed on 9 JULY 63  
Casrell Clerk [Signature]  
Waples/Parkinson [Signature]

Subscriber No. 5970 Date 12 DEC 85  
 Coastal Civil

*I heartily concur that the requirements of the Local Government Act, 1939 (whether these be matters for regulation of physics), have been complied with by the applicant in relation to proposed substitution and new model) set out herein.*

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Y IMPROVEMENTS

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**SIGNATURES AND SEALS ONLY.**

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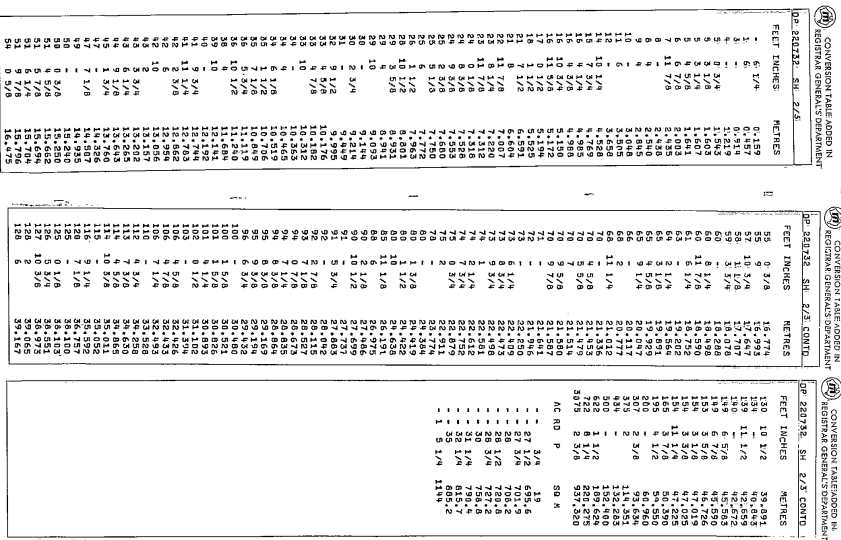
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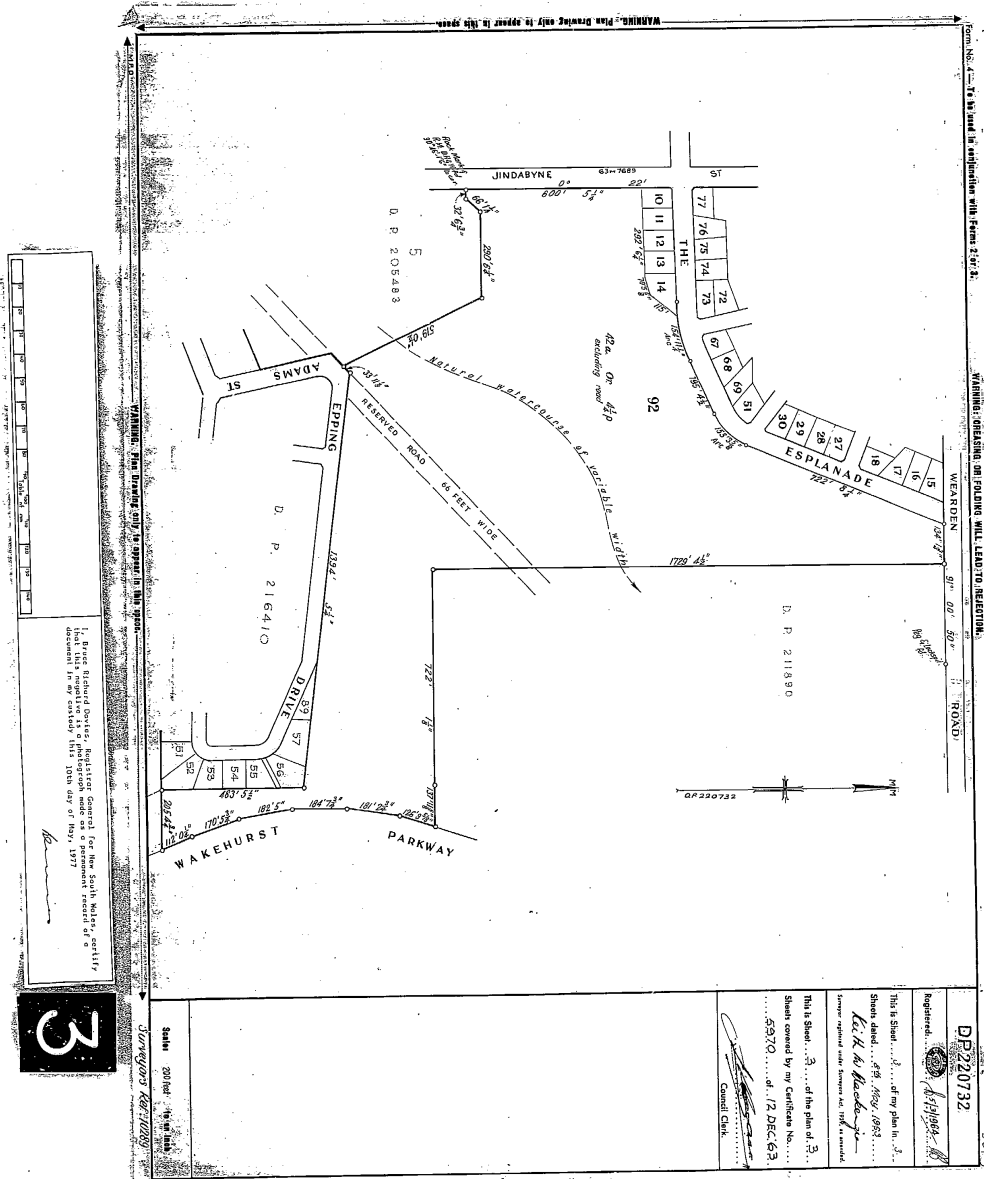
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THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR  
EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE.



R.P. 13A. No. J-628990

New South Wales

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

I, REAL PROPERTY IMPROVEMENTS PTY. LIMITED

(with consent of judges)

AP 15 10 69  
Fees:  
Stamp Duty  
Endorsement  
Certificate



15.4.27

Trusts must not be disclosed in  
(the transfer.)

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

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

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

ONE THOUSAND FIVE HUNDRED POUNDS

(£1,500.0.0) (the receipt whereof is hereby acknowledged) paid to it by

LOIS ANNE RAE and BEVERLEY VOTEN both of 47 Lawson Parade, St. Ives Married Women  
and in consideration of ONE THOUSAND SEVEN HUNDRED AND SEVENTY-FIVE POUNDS (£1,775)  
(the receipt whereof is hereby acknowledged) paid to the said Lois Anne Rae and Beverley  
Voten by JOHN FREDERICK BENNETT and MARIE LUISA BENNETT DO hereby at the request  
and by the direction of the said Lois Anne Rae and Beverley Voten (testified by their  
execution hereof) transfer to

do hereby transfer to

Show in BLACK LETTERS the  
full name, postal address and  
description of the property  
being transferred, and if more than one,  
whether they hold as joint  
tenants or tenants in common.

JOHN FREDERICK BENNETT of 122 Farrington Road, Narrabeena and,

MARIE LUISA BENNETT his wife as Joint Tenants

(herein called transferee)

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 Certificate of Title is to be  
transferred add "and being Lot  
sec. D.P. " or "being  
the land shown in the plan  
attached hereto" or "being the  
residue of the land in certificate  
for grant registered Vol.  
Fol.

Where the consent of the Local  
Council to a subdivision is  
required the certificate and plan  
mentioned in the Local Govern-  
ment Act, 1919, should accom-  
pany the transfer.

ALL such its 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	PART	9356	165	Being Lot 82 in Deposited Plan No. 220732
TOGETHER WITH as appurtenant to Lot 82 hereby transferred an Easement for drainage in over through and under ALL THOSE pieces of land within Lots 59, 60, 62 and 81 in Deposited Plan No. 220732 indicated in the said Deposited Plan No. 220732 as "Site of proposed drainage Easement 3ft. wide" AND RESERVING unto the Transferor as appurtenant to Lot 83 in Deposited Plan No. 220732 an Easement for drainage in over through and under ALL THAT piece of land within Lot 82 hereby transferred indicated in the said Deposited Plan No. 220732 as "Site of proposed drainage Easement 3ft. wide".					

new entry WHOLE land comprised  
in Cert of Title, Vol. 9467 Fol. 2  
X COMPRISED IN CT. VOL 9467 Fol. 230-232  
X SELL 9467 Sub 1 containing Lot 81 & 82-81  
X 220732 regd.  
X COMPRISED IN CT. VOL 9467 Fol. 3



~~And the transferee covenants with the transferor~~

And the Transferee doth hereby covenant and agree with the Transferor as follows:-

1. That no main building shall be erected on the land hereby transferred having a maximum area of less than 1,000 square feet.
2. That no external walls of any building erected on the land hereby transferred shall be of any material other than eighty per centum of brick, stone or concrete masonry or eighty per centum of any two or more of such materials or of such other materials as may be approved by Real Property Improvement Pty. Limited. PROVIDED HOWEVER that no such approval shall in any case be given to the use of asbestos cement or to the use of more than twenty per centum of weatherboards.
3. And for the purpose of Section 88 of the Conveyancing Act 1919-1956 it is hereby further agreed and declared that:-
  - (a) The land to which the benefit of the above covenants is intended to be appurtenant is the land comprised in Deposited Plan No. 22C732 other than the land hereby transferred.
  - (b) The land which is to be subject to the burden of the above covenants is the land hereby transferred.
  - (c) The above covenants may be released varied or modified by the Transferor.

and 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, 1919-1956.

**ENCUMBRANCES, &c., REFERRED TO.\***

Reservations and conditions if any contained in Crown Grant.

\* A very short note will suffice.

K 1145-2 5c 427

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 affirmation anterior to each of the questions set out in Sec. 108 (1) (4) of the Real Property Act should sign the attestation 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, Consul-General 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 Fourth day of April 1964  
THE COMMON SEAL of REAL PROPERTY  
Signed in my presence by the transferor  
IMPROVEMENTS PTY. LIMITED was hereunto  
WHO IS PERSONALLY KNOWN TO ME  
affixed by authority of the Directors  
in the presence of:

J. E. Lyons  
Authorised Officer

SIGNED in my presence by LOIS ANNE RAE and BEVERLEY VORSE who are personally known to me:

J. Caldwell

Signed in my presence by the transferees  
JOHN FRANK DE VICK BENNETT and MARIE LUISA  
WHO IS PERSONALLY KNOWN TO ME BENNETT

J. Bennett



E. H. Rae  
B. Vorse

Directing Parties

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

J. A. Bennett  
M. L. Bennett  
Transferee(s).

#### MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
Signed in the presence of: \_\_\_\_\_

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

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

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

{ N.B. - Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer who must sign 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.

No **J 628990**

LODGED BY



**FEES.**

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

- (a) £2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, 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 \_\_\_\_\_  
3 \_\_\_\_\_  
4 \_\_\_\_\_  
5 \_\_\_\_\_  
6 \_\_\_\_\_

Received Docs.  
Nos.  
Receiving Clerk.

**PARTIAL DISCHARGE OF MORTGAGE:**

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

I,

mortgagee under Mortgage No.

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

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 <i>11</i>	MEMORANDUM OF TRANSFER <i>Original to Registrar-General</i> <i>Subject to Consent</i>
Checked by <i>KVO</i> <i>B</i>	Particulars entered in Register Book. Volumes <i>9667</i> Folios <i>1, 2, 3</i> <i>9666</i> " <i>229, 230, 2</i> <i>232</i>
Passed (in S.D.B.) by <i>so. l. 64</i>	the <i>23<sup>rd</sup></i> day of <i>July</i> 19 <i>64</i> at minutes past <i>4</i> o'clock in the <i>after</i> noon.
Signed by <i>J.</i>	<i>Jaworski</i> 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

M.P.D.

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



R.P. 13A. No. **J 650448**

New South Wales

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)



**REAL PROPERTY IMPROVEMENT**

(with consent of judges)

**6464**

NY 10-4/1964 2 10  
Lodgment  
Endorsement  
Certificate  
Covenant  
Easement  
Endorsement  
R 5:10  
8.5/6  
End 5/6  
28/7/67

(Trusts must not be disclosed in the transfer.)

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

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

(herein called transferor)  
being registered as the proprietor of an estate in fee simple\* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of **ONE THOUSAND FIVE HUNDRED POUNDS**

(£ 1500.0.0 ) (the receipt whereof is hereby acknowledged) paid to it by **ROBERT LINCOLN BROWN** of 129 Campbell Parade, Manly Vale, Car Salesman and **PATRICIA JOAN BROWN** his wife and in consideration of **ONE THOUSAND EIGHT HUNDRED POUNDS (£1800.0.0)** (the receipt whereof is hereby acknowledged) paid to the said **ROBERT LINCOLN BROWN** and **PATRICIA JOAN BROWN** by **DONALD WILLIAM McIAREN** of 13 Milner Road, Artarmon, Oil Company Inspector (herein called Transferee) doth hereby at the request and by the direction of the said **ROBERT LINCOLN BROWN** and **PATRICIA JOAN BROWN** (testified by their execution hereof) transfer to the Transferee

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.

(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 ... of P.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 its 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.	
<b>CHURCHLAND</b>	<b>MANLY COVE</b>	<b>PART</b>	<b>9356</b>	<b>135</b>	Being Lot 81 in Deposited Plan No. 220732
TOGETHER WITH as appurtenant to Lot 81 hereby transferred an easement for drainage in over through and under ALL THOSE pieces of land within Lots 59, 60 and 62 in Deposited Plan No. 220732 indicated in the said Deposited Plan No. 220732 as "Site of proposed Drainage Easement 3 ft. wide" AND RESERVING unto the Transferor as appurtenant to Lot 83 in Deposited Plan No. 220732 an Easement for Drainage in over through and under ALL THAT piece of land within Lot 81 hereby transferred indicated in the said Deposited Plan No. 220732 as "Site of proposed Drainage Easement 3 ft. wide".					

Now whole in

Case  
J 628990  
J 653391  
9667-1

And the transferee covenant(s) with the transferor<sup>d</sup> as follows:-

1. That no main building shall be erected on the land hereby transferred having a minimum area of less than 1,000 square feet.
2. That no external walls of any building erected on the land hereby transferred shall be of any material other than eighty per centum of brick, stone or concrete masonry or eighty per centum of any two or more of such materials or of such other materials as may be approved by Real Property Improvements Pty. Limited PROVIDED HOWEVER that no such approval shall in any case be given to the use of asbestos cement or to the use of more than twenty per centum of weatherboards.
3. And for the purpose of Section 88 of the Conveyancing Act 1919-1956 it is hereby further agreed and declared that:-
  - (a) The land to which the benefit of the above covenants is intended to be appurtenant is the land comprised in Deposited Plan No. 220732 other than the land hereby transferred.
  - (b) The land which is to be subject to the burden of the above covenants is the land hereby transferred.
  - (c) The above covenants may be released varied or modified by the Transferor.

<sup>d</sup> Strike out if unnecessary, & 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.

ENCUMBRANCES, &c., REFERRED TO.

Reservations and conditions if any contained in Crown Grant.

Drainage Easement as appurtenant to Lot 82 created by Transfer No. J.628990.

<sup>d</sup> A very short note will suffice.

K 1165-2

TO:

The Registrar-General,  
Registrar-General's Department,  
Queen's Square,  
S Y D N E Y.

COMMERCIAL & GENERAL ACCEPTANCE LIMITED the Mortgagee under Registered No. J.522224 HEREBY CONSENTS to the creation of the Drainage Easements affecting Lots 59, 60, 62, 81, 82 and 83 in Deposited Plan No. 220732 indicated in the said Deposited Plan No. 220732 as "Site of proposed Drainage Easement 3 ft. wide" AND William Henry Lord and Roderick McLeod being the duly constituted Attorneys of Commercial & General Acceptance Limited under Power of Attorney registered in the Miscellaneous Register No. 75299 and in the Land Titles Office No. 19513 hereby state that they have no notice of revocation of the said Power of Attorney at the time of their executing this instrument.

DATED this *Seventh* day of *July* 1964.

SIGNED in my presence for and on behalf of COMMERCIAL & GENERAL ACCEPTANCE LIMITED by William Henry Lord and Roderick McLeod its duly constituted Attorneys who are personally known to me:-

*W. H. Lord*  
*R. McLeod*

COMMERCIAL & GENERAL  
ACCEPTANCE LIMITED by  
its Attorneys

*W. H. Lord*  
*R. McLeod*  
Mortgagee

16357RP1

16357RP1

B

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 No. 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.

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

Signed at Sydney the seventh day of May 1964  
THE COMMON SEAL OF REAL PROPERTY  
IMPROVEMENTS PTY. LIMITED was  
hereunto affixed by authority of  
the Directors in the presence of

J. L. Lynch  
Authorised Officer

SIGNED in my presence by the  
Directing Parties ROBERT LINCOLN  
BROWN and PATRICIA JOAN BROWN  
who are personally known to me:

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

A. Pickolson

We direct this Transfer

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

26.3.1964 Transferee(s).

#### MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. \_\_\_\_\_ 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.\*

\* 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.

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

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

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptances 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.

LODGED BY THREE, COCKS & MADDOX  
SOLICITORS.  
117 CITY STREET, SYDNEY

No. J 650448

**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 6s. 0d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 6s. 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 6s. per folium, extra fee is payable.

**DOCUMENTS LODGED HEREWITH.**

To be filed in by person lodging dealing.

1 \_\_\_\_\_  
2 \_\_\_\_\_  
3 \_\_\_\_\_  
4 \_\_\_\_\_  
5 \_\_\_\_\_  
6 \_\_\_\_\_

Received Docs.  
Nos.  
Receiving Clerk.

**PARTIAL DISCHARGE OF MORTGAGE.**

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

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

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 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
<i>[initials]</i>	<i>Copy with No. easement for drainage subject to Covenant</i>
Checked by <i>K.V.D.</i>	Particulars entered in Register Book, Volume <i>9667</i> Folios <i>1 and 3</i> <i>7666</i> " <i>229, 230 and 232</i>
Passed (in 8 D.B.) by <i>[initials]</i>	the <i>23rd</i> day of <i>July</i> 19 <i>64</i> at <i>1.6.64</i> minutes past <i>4</i> o'clock in the <i>after</i> noon.
Signed by <i>[initials]</i>	<i>[Signature]</i> Registrar-General

*2 days notice by the 10.0.0. Firehill Hillingdale + Page*

**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.

28/7/64

EXTRA FEES

*[initials]*



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



R.P. 13A. No. **J 757049**

New South Wales

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

REAL PROPERTY IMPROVEMENTS PTY.

Fees:—  
Lodgment  
Endorsement  
Certificate



(Trusts must not be disclosed in the transfer.)

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

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

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

(£1,500.0.0) (the receipt whereof is hereby acknowledged) paid to it by **JOAN IRENE LAMBERT** of 2 Vicar Street, Coogee Draftswoman and in consideration of **NINETEEN HUNDRED POUNDS (£1,900.0.0)** (the receipt whereof is hereby acknowledged) paid to the said Joan Irene Lambert by **NORMAN NOEL COSTELLO** and **JUDITH GAY COSTELLO** do hereby at the request and by the direction of the said Joan Irene Lambert (testified by her execution hereof)

do hereby transfer to

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.

**NORMAN NOEL COSTELLO** of 22 Robertson Street, Greenwich, Technical representative and **JUDITH GAY COSTELLO** of the same address his wife as joint tenants

(herein called transferee)

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 Certificate of Title is to be transferred add "and being Lot sec. 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, 1912, should accompany the transfer.

ALL such its 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.	
CHURCHILL	MANLY COVE	7401,2	9662	132	67 62 DR 220721.

And the transferee covenant(s) with the transferor

Reserving nevertheless unto the Transferor as appurtenant to Lots 59 60 and 83 in Deposited Plan No. 220732 an Easement for Drainage in, over, through and under all that piece of land within Lot 62 hereby transferred indicated in the said Deposited Plan No. 220732 as "site of proposed drainage easement 3 feet wide."

\* 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, 1919-1984.

ENCUMBRANCES, &c., REFERRED TO.

*Encumbrances created by Dealing N<sup>o</sup> J628990 & J650448.*  
Reservations and conditions if any contained in Crown Grant.

\* A very short note will suffice.

K 1165-2 54 437

J757049

THIS IS THE ANNEXURE TO MEMORANDUM OF TRANSFER BETWEEN NORMAN NOEL COSTELLO AND JUDITH GAY COSTELLO AND JOAN IRENE LAMBERT AND REAL PROPERTY IMPROVEMENTS PTY. LIMITED.

AND the Transferees for themselves and their heirs executors administrators and assigns covenant with the Transferor and its successors in title for the benefit of any adjoining land owned by the Transferor but only during the ownership thereof by the Transferor and its successors in title other than transferees on sale that no fence shall be erected on the property hereby transferred to divide it from such adjoining land without the consent of the Transferor and its successors in title but such consent shall not be withheld if any such fence is erected without expense to the Transferor and its successors in title and in favour of any person dealing with the Transferees or their assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. And this restriction may be released varied or modified by the owner or owners for the time being of such adjoining land.

AND the Transferees for themselves and their heirs executors administrators and assigns covenant with the Transferor and its successors in title:-

- (a) That no main building shall be erected on the land hereby transferred having a minimum area of less than 1000 square feet;
- (b) That no external walls of any building erected on the land hereby transferred shall be of any material other than eighty per centum of brick stone or concrete masonry or eighty per centum of any two or more of such materials or of such other materials as may be approved by Real Property Improvements Pty. Limited provided however that no such approval shall in any case be given to the use of asbestos cement or to the use of more than twenty per centum of weatherboards;
- (c) And for the purpose of Section 88 of the Conveyancing Act 1919-1956 it is hereby further agreed and declared that:-
  - (i) The land to which the benefit of the above covenants is intended to be appurtenant is the land comprised in Deposited Plan No. 220732 other than the land hereby transferred;
  - (ii) The land which is to be subject to the burden of the above covenants is the land hereby transferred;
  - (iii) The above covenants may be released varied or modified by the Transferor.

SIGNED by the said NORMAN NOEL COSTELLO  
and JUDITH GAY COSTELLO who are  
personally known to be in the presence  
of:-

*Landman  
Sydney*

*L. I. Costello*  
*Costello*

22

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

tion in New South Wales may be proved if this instrument is signed or witnessed before the Registrar-General, or a Deputy Registrar-General, or a J.P., or a Commissioner for Affidavits, to the Transferor is otherwise the attesting witness should appear one of the above officers who having read an affirmative answer to the questions set out in 108 (1) (b) of the Real Property Act should sign the instrument at the foot of this

tion may be proved where the parties are resident in—

any part of the British Empire outside the State of New South Wales by signing and acknowledging before the Registrar-General or Recorder of such Possession, or any Judge, Notary Public, Justice of the Peace for New South Wales, or a Commissioner for taking affidavits for New South Wales, or a Chief Officer of any Municipal or local government authority of such part, or a Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such person as the Chief Justice of New South Wales may appoint.

the United Kingdom signing or acknowledging before the Mayor or Chief Officer of any corporation or a Public Officer.

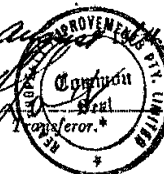
any foreign place by signing or acknowledging before a British Consular Officer (which includes a British Ambassador, Envoy, Minister, or d'Ambassade, Secretary of Legation, Consul-General, Acting Consul-General, Acting Consul, Vice-Consul, Consul, Consular Agent and Consular Agent). (ii) Australian Consular Officer (which includes an Ambassador, Commissioner, Minister, or d'Ambassade, Commissioner, d'Ambassade, Consular Officer at an Embassy, Commissioner's Office or Consul-General, Consul, Vice-Consul, Trade Officer, and Consul, who should affix his official seal to the instrument, or the attesting witness may make a declaration of due execution thereof. One of such persons should sign and affix his official seal to such declaration, and the other person as the Chief Justice may appoint.

out unnecessary words. Any other matter necessary to show that the power is duly exercised.

signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or a Commissioner before whom the instrument is signed or acknowledged one of these parties.

Signed at Sydney the 25th day of August  
SIGNED in my presence by the transferor  
IMPROVEMENTS PTY. LIMITED was hereunto  
WHO IS PERSONALLY KNOWN TO ME as being  
by authority of the Board of Directors  
in the presence of: Authorised Officer  
SIGNED in my presence by the said  
JOHN FRANK LAMBERT who is  
personally known to me:

25th day of August  
Director  
Egon Lambert  
Directing Party



I 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  
NORTH NOEL COSTELLO & JUDITH GAY COSTELLO  
WHO IS PERSONALLY KNOWN TO ME

Frederman  
Solicitor  
Sydney

Costello  
Transferee(s).

### MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the day of 19  
Signed in the presence of—

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

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

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

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently signing 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 signing 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 attested by signature or initials in the margin, or noted in the attestation.

J 757049  
No.

LODGED BY Messrs. H. A. Clarke & Co.  
67 Margaret Street, Sydney

**FEES.**  
The Fees, which are payable on lodgment, are as follows:—  
(a) £2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grants, otherwise £2 5s. 6d. 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. 6d. for every Certificate of Title not exceeding 15 folios with 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 Ch  
2 \_\_\_\_\_  
3 \_\_\_\_\_  
4 \_\_\_\_\_  
5 \_\_\_\_\_  
6 \_\_\_\_\_  
Received Nos. \_\_\_\_\_  
Receiving Clerk Ch

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

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
Signed in my presence by \_\_\_\_\_

who is personally known to me.

Mortgagee.

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

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	<b>MEMORANDUM OF TRANSFER</b> <u>Subject to mortgage</u> <u>Receiving drainage</u> <u>Easements.</u>
Checked by <u>1688</u>	Particulars entered in Register Book. Volume <u>9666</u> Folios <u>229, 230, 232</u> " <u>9667</u> " <u>3</u>
Passed (in S.D.B.) by <u>1688</u>	Signed by _____ the 17 <sup>th</sup> day of December 1964 at _____ minutes past 4 o'clock in the afternoon.
	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.

Consent mortgage and street order.



R.P. 13A. No. **J 773412**  
SEP 18 10 24 AM '64  
New South Wales

**MEMORANDUM OF TRANSFER**  
(REAL PROPERTY ACT, 1900.)

2  
Fees: Lodgment 2:10  
Endorsement :  
Certificate 1:10



(Trusts must not be disclosed in this transfer.)

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

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

**I, REAL PROPERTY IMPROVEMENTS PTY. LIMITED**

being registered as the proprietor of an estate in fee simple\* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of **One thousand five hundred pounds (£1,500.0.0)** (the receipt whereof is hereby acknowledged) paid to it by

**GLADYS JOHNSON**

(herein called transferor)

do hereby transfer to

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.

**GLADYS JOHNSON of Acton in the Australian Capital Territory**  
**Spinster**

(herein called transferee)

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 Certificate of Title is to be transferred add "and being Lot sec. 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 content 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 its 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	9666	23C	
<p><del>AND the Transferor DOES HEREBY TRANSFER to the Transferee out of its estate in Lot 59 and Lot 62 in Deposited Plan Number 220732 an easement to drain water and an easement to drain sewerage as appurtenant to the land hereby transferred in through and under Lot 59 and Lot 62 in Deposited Plan Number 220732</del></p> <p>RESERVING thereout unto the Transferor an easement for drainage as appurtenant to Lots 81, 82 and 83 in Deposited Plan Number 220732 in over through and under all that piece of land within Lot 60 hereby sold indicated in the said Deposited Plan Number 220732 as "site of proposed drainage easement 3 feet wide"</p> <p>TOGETHER WITH as appurtenant to Lot 60 hereby transferred an Easement for drainage in over through and under ALL <del>the</del> pieces of land within Lot 59 and 62 in Deposited Plan No. 220732 indicated in the said Deposited Plan No. 220732 as "Site of proposed Drainage Easement 3 ft. wide" AND RESERVING unto the Transferor as appurtenant to Lot 83 in Deposited Plan No. 220732 an Easement for drainage in over through and under ALL THAT piece of land within Lot 60 hereby transferred indicated in the said Deposited Plan No. 220732 as "Site of proposed Drainage Easement 3ft. wide.</p>					

And the transferee covenant(s) with the transferor<sup>4</sup>

(Strike out if unnecessary, or  
suitably adjust,

(i) if any easements are to  
be created or any excep-  
tions to be made; or

(ii) if the statutory coven-  
ants 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.

1. That the Transferor shall not be bound to contribute to the erection of or pay a proportion of the cost of any dividing fence or fences between the property and any adjoining land owned by Transferor notwithstanding any Act or law to the contrary. If so required, the Transferee shall in her conveyance or transfer covenant for herself and her successors in title with the Transferor its executors administrators and assigns for the benefit of any adjoining land owned by the Transferor, but only during the ownership thereof by the Transferor its executors administrators and assigns other than purchasers on sale that no fence shall be erected on the property hereby sold to divide it from such adjoining land without the consent of the Transferor its executors administrators or assigns, but such consent shall not be withheld if such fence is erected without expense to the Transferor its executors administrators or assigns and in favour of any person dealing with the Transferee or her assigns, such consent shall be deemed to have been given in respect of every such fence for the time being erected. And this restriction may be released, varied or modified by the owner or owners for the time being of such adjoining land.

2. That no main building shall be erected on the land hereby transferred having a minimum area of less than 1,000 square feet.

3. That no external walls of any building erected on the land hereby transferred shall be of any material other than eighty per centum of brick, stone or concrete masonry or eighty per centum of any two or more of such materials or of such other materials as may be approved by Real Property Improvements Pty. Limited PROVIDED HOWEVER that no such approval shall be given in any case to the use of asbestos cement or to the use of more than twenty per centum of weatherboards.

4. A grant of easement for drainage as appurtenant to Lot 60 hereby sold in over through and under all those pieces of land within Lots 59 and 62 in Deposited Plan Number 220732 indicated in the said Deposited Plan Number 220732 as "site of proposed drainage easement 3-feet-wide".

5. And for the purpose of Section 88 of the Conveyancing Act 1919-56 it is hereby further agreed and declared that:

- (a) The land to which the benefit of the above covenants is intended to be appurtenant is the land comprised in Deposited Plan Number 220732 other than the land hereby transferred.
- (b) The land which is to be subject to the burden of the above contents is the land hereby transferred.
- (c) The above covenants may be released varied or modified by the Transferor.

ENCUMBRANCES, &c., REFERRED TO.

\* A very short note will suffice.

K 1165-2 51437

Reservations and conditions (if any) contained in Crown Grants.  
Drainage Easement as appurtenant to Lot 82 created by Transfer  
No. J.628990.

Drainage Easement as appurtenant to Lot 81 created by Transfer  
No. J.650448.

Drainage Easement as appurtenant to Lot 60 hereby transferred  
created in Transfer of Lot 62 in Deposited Plan No. 220732. No. 75729.

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

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 Transferee is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 103 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved when 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 Provision, 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 for 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 27th day of April 19 64  
**THE COMMON SEAL OF REAL PROPERTY IMPROVEMENTS PTY. LIMITED**  
Signed in my presence by the transferor hereunto affixed by authority of who is personally known to me the Directors in the presence of:

[Signature]  
Authorised Officer

[Signature]  
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

[Signature]

[Signature]

Transferee(s).

#### MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No.                      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                      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 handwritting, 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.



No. **J 773412**

LODGED BY

*Clair Henry*  
*De Philip H*  
*BW2261* *Spencey*

**FEES.**

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

- (a) £2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grants, otherwise £2 6s. 0d. Where such instrument is to be endorsed on more than one folio 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 foregoing 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. *666-230*  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_  
5. \_\_\_\_\_  
6. \_\_\_\_\_  
Received Nos. \_\_\_\_\_  
Receiving Clerk. *CC*

**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	
	<i>Together with and Being</i> <i>Mortgage Documents</i> <i>Subject to Covenant.</i>	
Checked by	Particulars entered in Register Book, Volume <i>9666</i> Folios <i>229, 230</i> " <i>9667</i> " <i>3</i>	
Passed (in S.D.B.) by	the <i>17th</i> day of <i>December</i> 19 <i>64</i> at _____	
Signed by	minutes past <i>4</i> o'clock in the <i>After</i> noon. <i>Lawton</i> Registrar-General.	

EXTRA FEES	PROGRESS RECORD.	
		Initials. Date.
	Sent to Survey Branch	
	Received from Records	
	Draft written	
	Draft examined	
	Diagram prepared	
	Diagram examined	
	Draft forwarded	
	Supt. of Engravers	
Cancellation Clerk		
Vol. _____ Fol. _____		

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

*2011/65*

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



R.P. 13A. No. \_\_\_\_\_

**J 785718** New South Wales  
**MEMORANDUM OF TRANSFER**  
(REAL PROPERTY ACT, 1900.)



Fees: £ 3 10 s d  
Lodgment 3 10  
Endorsement 8

4/10  
309/6

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, REAL PROPERTY IMPROVEMENTS PTY. LIMITED**

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

(herein called transferor)  
being registered as the proprietor of an estate in fee simple\* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of ONE THOUSAND FIVE HUNDRED POUNDS (£1500.0.0) (the receipt whereof is hereby acknowledged) paid to it by LOIS ANN RAE and BEVERLEY VOETEN both of 47 Lawson Parade, St. Ives, Married Women and in consideration of ONE THOUSAND EIGHT HUNDRED AND FIFTY POUNDS (£1850.0.0) (the receipt whereof is hereby acknowledged) paid to the said Lois Ann Rae and Beverley Voeten by Kenneth Morris Steward and Janice Anne Steward do hereby at the request and by the direction of the said Lois Ann Rae and Beverley Voeten (testified by their execution hereof) ~~do hereby transfer to~~ transfer to the said

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.

**KENNETH MORRIS STEWARD** of 29 Kirra Road, Allambie Heights, Builder and  
**JANICE ANNE STEWARD** of the same place, his wife

as joint tenants (herein called transferee)

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

Unless authorised by Reg. 53 Conveyancing Act, Regulations, 1901 a plan may not be annexed to or endorsed on this transfer form.

ALL such its 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	9667	3	6/ 83
TOGETHER WITH as appurtenant to Lot 83 hereby transferred an Easement to drain water in over through and under ALL THAT piece of land within Lot 59 in Deposited Plan No. 220732 indicated in the said Deposited Plan No. 220732 as "Site of proposed Drainage Easement 3 ft. wide".					

And the transferee covenant(s) with the transferor<sup>d</sup>

And the Transferees do hereby covenant and agree with the Transferor as follows:

1. That no main building shall be erected on the land hereby transferred having a minimum area of less than 1,000 square feet.
2. That no external walls of any building erected on the land hereby transferred shall be of any material other than eighty per centum of brick, brick veneer, stone or concrete masonry or eighty per centum of any two or more of such materials or such other materials as may be approved by Real Property Improvements Pty. Limited PROVIDED HOWEVER that no such approval shall in any case be given to the use of asbestos cement or to the use of more than twenty per centum of weatherboards.
3. And for the purpose of Section 88 of the Conveyancing Act 1919-1956 it is hereby further agreed and declared that:-
  - (a) The land to which the benefit of the above covenants is intended to be appurtenant is the land comprised in Deposited Plan No. 220732 other than the land hereby transferred.
  - (b) The land which is to be subject to the burden of the above covenants is the land hereby transferred.
  - (c) The above covenants may be released varied or modified by the Transferor.

<sup>d</sup> Strike out if unnecessary, or suitably adjust.

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

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

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

#### ENCUMBRANCES, &c., REFERRED TO:

Reservations and conditions (if any) contained in Crown Grant.

Drainage Easement appurtenant to Lot 83 hereby transferred created in Transfer of Lots 60, 62, 81 and 82 in Deposited Plan No. 220732.

\* A very short note will suffice.

St 437-2 K 1165-2

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.<sup>2</sup>

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

Execution may be proved where the parties are resident:—

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

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

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

<sup>2</sup> Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

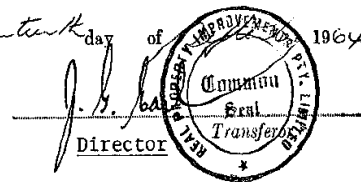
<sup>3</sup> To be signed by Registrar General, Deputy Registrar General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself is signed or acknowledged before one of these parties.

Signed at 1904 the 12th day of January  
**THE COMMON SEAL OF REAL PROPERTY IMPROVEMENTS PTY. LIMITED** was hereunto affixed by authority of the Directors in the presence of:

Authorized Officer

Signed in my presence by Lois Ann Rae and Beverley Voeten who are personally known to me

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



Directing Parties

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

Transferee(s).

#### MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. 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.<sup>4</sup>

Appeared before me at \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, one thousand \_\_\_\_\_ 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.

<sup>4</sup> 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.

<sup>5</sup> N.B.—Section 17 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.



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



R.P. 13A. No. **J 804853**

New South Wales

**MEMORANDUM OF TRANSFER**  
(REAL PROPERTY ACT, 1900.)

**D**



Fees:— £

Lodgment

Endorsement

3/10

22-10-64

(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, REAL PROPERTY IMPROVEMENTS 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 in the land hereinafter described, subject,  
however, to such encumbrances, liens and interests as are notified hereunder, in consideration of

ONE THOUSAND FIVE HUNDRED POUNDS

(£1500.0.0) (the receipt whereof is hereby acknowledged) paid to it by

FREDERICK AIDAN REEVE

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.

FREDERICK AIDAN REEVE of 21 Richmond Road, Seaforth, Accountant

(herein called transferee)

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

Unless authorised by Reg. 63  
Conveyancing Act, Regulations,  
1901 a plan may not be  
annexed to or endorsed on  
this transfer form.

ALL such its 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	9666 ✓	229 ✓	

And the transferee covenant(s) with the transferor doth hereby for himself his heirs administrators and assigns covenants and agrees with the transferor its successors and assigns as follows:-

<sup>a</sup> Strike out if unnecessary, or suitably adjust.

(i) if any encumbrances 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.

1. ~~That no external walls of any building erected on the land hereby transferred shall be of any materials other than of stone brick or wood or any two or more of such materials or such other materials as may be approved by the transferor provided however that no such approval shall in any case be given to the use of asbestos cement.~~

2. ~~That during the ownership by the~~

1. That no main building shall be erected on the land hereby transferred having a minimum area of less than 1,000 square feet.
2. That no external walls of any building erected on the land hereby transferred shall be of any material other than eighty per centum of brick, stone or concrete masonry or eighty per centum of any two or more of such materials or of such other materials as may be approved by Real Property Improvements Pty. Limited PROVIDED HOWEVER that no such approval shall in any case be given to the use of asbestos cement or to the use of more than twenty per centum of weatherboards.
3. That during the ownership by the transferor its successors or assigns other than purchasers on sale of any adjoining land no fence shall be erected on the land hereby transferred to divide it from any such adjoining land without the consent of the transferor its successors or assigns but such consent shall not be withheld if such fence is erected without expense to the transferor its successors or assigns and in favour of any person dealing with the transferee or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.

AND FOR THE purpose of Section 88 of the Conveyancing Act 1919-1956 it is hereby further agreed and declared that:-

- (a) The land to which the benefit of the above covenants is intended to be appurtenant is the land comprised in Deposited Plan No. 220732 other than the land hereby transferred.
- (b) The land which is to be subject to the burden of the above covenants is the land hereby transferred.
- (c) The above covenants may be released varied or modified by the transferor.

*int s1*  
*int s2*  
**ENCUMBRANCES, &c., REFERRED TO.**

Easements for drainage created by transfers Numbered J 628990, J 650448 and J 757049, and in Transfers of Lots 60 and 83 in Deposited Plan No. 220732.

<sup>a</sup> A very short note will suffice.

St 437-2 K 1145-2

*Created by J773412*  
*Created by J757049*

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 a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:-

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

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

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

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

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 is signed or acknowledged before one of these parties.

Signed at Sydney the thirteenth day of October 1964  
THE COMMON SEAL OF REAL PROPERTY IMPROVEMENTS PTY. LIMITED was hereunto affixed by authority of the Directors in the presence of:

*[Signature]*  
Authorised Officer

*[Signature]*  
Director Transferor

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

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

*[Signature]*  
*[Signature]*  
Deputy

*[Signature]*

Transferee(s).

#### MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_  
Signed in the presence of—

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

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

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

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign 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.



No. **J 804853**

LODGED BY J.O. WILLIAMS & O'BRIEN  
Solicitors,  
Cnr. Fisher & Redman Roads,  
DEE WHY. Phone 99-8246

**FEES.**

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

- (a) 22 10s. 0d. where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise 2s. 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 2s. is made in each of the following:—
- (i) Where a restrictive covenant is imposed; or
  - (ii) A new easement is created; or
  - (iii) A partial discharge of mortgage is endorsed on the transfer.

**DOCUMENTS LODGED HEREWITH.**

To be filled in by person lodging dealing.

1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_  
5. \_\_\_\_\_  
6. \_\_\_\_\_

} Received Docs.  
Nos.  
Receiving Clerk.

**PARTIAL DISCHARGE OF MORTGAGE.**

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

I,

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

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_.

Signed in my presence by \_\_\_\_\_

who is personally known to me.

Mortgagee.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED 	MEMORANDUM OF TRANSFER <i>(subject to covenant)</i>
Checked by 	Particulars entered in Register Book.
Passed (in S.D.B.) by	
Signed by	on <u>17-12-1964</u> at <u>4 o'clock</u>  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.

## **NSW SWIMMING POOL REGISTER**

### **Certificate of Registration**

#### **Section 30C - Swimming Pools Act 1992**

<b>Pool No:</b>	<b>ffc6b4ff</b>
<b>Property Address:</b>	<b>17 KURRAJONG ROAD FRENCHS FOREST</b>
<b>Date of Registration:</b>	<b>15 May 2013</b>
<b>Type of Pool:</b>	<b>A spa pool</b>
<b>Description of Pool:</b>	<b>spa Pool</b>

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**

<b>Pool No:</b>	<b>ffc6b4ff</b>
<b>Property Address:</b>	<b>17 KURRAJONG ROAD FRENCHS FOREST</b>
<b>Expiry Date:</b>	<b>07 March 2026</b>
<b>Issuing Authority:</b>	<b>Matthew Wheeler - Registered Certifier - bdc04845</b>

**Restricted by S20 Exemption: the spa pool must be covered and secured by a lockable child-resistant structure at all times when the spa pool is not in actual use.**

**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**

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

**Applicant:** InfoTrack  
GPO Box 4029  
SYDNEY NSW 2001

**Reference:** 7132  
**Date:** 16/03/2023  
**Certificate No.** ePLC2023/01648

**Address of Property:** 17 Kurrajong Road FRENCHS FOREST NSW 2086  
**Description of Property:** Part Lot 59 DP 220732

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### Planning Certificate – Part 2

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

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

##### **(1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land:**

###### **(a) Local Environmental Plan**

Warringah Local Environmental Plan 2011

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

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Primary Production) 2021  
Chapters 1,2

State Environmental Planning Policy (Resources and Energy) 2021  
Chapters 1, 2

State Environmental Planning Policy (Resilience and Hazards) 2021  
Chapters 1, 3, 4

State Environmental Planning Policy (Industry and Employment) 2021  
Chapters 1, 3

State Environmental Planning Policy (Transport and Infrastructure) 2021  
Chapters 1, 2, 3

State Environmental Planning Policy (Biodiversity and Conservation) 2021  
Chapters 1, 2, 3, 4, 6, 7

State Environmental Planning Policy (Planning Systems) 2021  
Chapters 1, 2

State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021  
Chapters 1, 2

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008  
SEPP 65 – Design Quality of Residential Apartment Development  
SEPP (Building Sustainability Index: BASIX)

State Environmental Planning Policy (Biodiversity and Conservation) 2021  
Chapters 9, 10

### **(c) Development Control Plans**

Warringah Development Control Plan 2011

## **(2) Draft Environmental Planning Instruments**

The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

### **(a) Draft Local Environmental Plans**

### **(b) Draft State Environmental Planning Policies**

Draft State Environmental Planning Policy (Environment)

Draft Remediation of Land State Environmental Planning Policy (intended to replace State Environmental Planning Policy 55)

### **(c) Draft Development Control Plans**

## **2. Zoning and land use under relevant planning instruments**

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

### **(1) Zoning and land use under relevant Local Environmental Plans**

#### **(a), (b)**

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; 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; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Tank-based aquaculture; Veterinary hospitals

## **4 Prohibited**

Any development not specified in item 2 or 3

## **Employment zones reform implementation**

On 26 April 2023, Business and Industrial zones will be replaced by Employment zones within standard instrument local environmental plans. The Department of Planning and Environment exhibited in May 2022 details of how each Local Environmental Plan that includes a Business or Industrial zone will be amended to include Employment zones. The exhibition detail can be viewed on the [Planning Portal](#).

Within Council's LEPs there are areas that will not be covered by the 26 April 2023 commencement date. This detail will be available from 14 December 2022.

### **(c) 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

### **(d) 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.

### **(e) Outstanding biodiversity value**

The land is not in an area of outstanding biodiversity value under the [Biodiversity Conservation Act 2016](#)

### **(f) Conservation areas**

The land is not in a heritage conservation area.

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

The land does not contain an item of environmental heritage.

### **(2) Zoning and land use under draft Local Environmental Plans**

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

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

## **3. Contribution plans**

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

**Northern Beaches Section 7.12 Contributions Plan 2022 - in force 1 June 2022.**

(2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area.

Nil

## **4. Complying Development**

If the land is land on which complying development may or may not be carried out under each of the complying development codes under [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

### **Part 3 Housing Code**

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

### **Part 3A Rural Housing Code**

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

### **Part 3B Low Rise Housing Diversity Code**

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

### **Part 3C Greenfield Housing Code**

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

### **Part 3D 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*.

## **Part 4 Housing Alterations Code**

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

## **Part 4A General Development Code**

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

## **Part 5 Industrial and Business Alterations Code**

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

## **Part 5A Industrial and Business Buildings Code**

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

## **Part 5B Container Recycling Facilities Code**

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

## **Part 6 Subdivisions Code**

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

## **Part 7 Demolition Code**

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

## **Part 8 Fire Safety Code**

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

### **(4) Complying Development Codes varied under Clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008***

No complying codes are varied under this clause in relation to the land.

## **5. Exempt Development**

If the land is land on which exempt development may or may not be carried out under each of the exempt development codes under [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

## **Part 2 Exempt Development Codes**

Exempt Development under the Exempt Development Codes may be carried out on all of the land.

### **(4) Exempt Development Codes varied under Clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008***

No exempt development codes are varied under this clause in relation to the land.



## **6. Affected building notices and building product rectification orders**

- (a) There is not an affected building notice of which the council is aware that is in force in respect of the land.
- (b) 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
- (c) 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 section—

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

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

## **7. 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.

## **8. 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.

## **9. Flood related development controls**

- (1) The land is not within the flood planning area and subject to flood related development controls.
- (2) The land or part of the land is not between the flood planning area and the probable maximum flood and subject to flood related development controls.

In this section—

**flood planning area** has the same meaning as in the Floodplain Development Manual.

**Floodplain Development Manual** means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

**probable maximum flood** has the same meaning as in the Floodplain Development Manual.

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

- (a) Council has adopted policies that restrict the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise,

salinity, coastal hazards, sea level rise or another risk, other than flooding (for flooding – see 9).  
The identified hazard or risk, if any, are listed below:

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:

Nil

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

The land is not bush fire prone land.

## **12. 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.

## **13. Mine Subsidence**

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

## **14. Paper subdivision information**

There is no current paper subdivision, of which council is aware, in respect of this land according to Part 10 of the *Environmental Planning and Assessment Regulation 2021* and Schedule 7 of the *Environmental Planning & Assessment Act 1997 No 203*.

## **15. 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.

## **16. Biodiversity Stewardship Sites**

The Council has not been notified by the Biodiversity Conservation Trust 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).

## **17. 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*).

## **18. 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.

## **19. 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).

Note—

Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

## **20. Western Sydney Aerotropolis**

Under State Environmental Planning Policy (Precincts – Western Parkland City) 2021, Chapter 4 the land is –

- (a) not in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
- (b) not shown on the [Lighting Intensity and Wind Shear Map](#), or
- (c) not shown on the [Obstacle Limitation Surface Map](#), or
- (d) not in the “public safety area” on the [Public Safety Area Map](#), or
- (e) not in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the [Wildlife Buffer Zone Map](#).

## **21. Development consent conditions for seniors housing**

No condition of development consent granted after 11 October 2007 in relation to the land applies to the property that are of the kind set out in that Policy, section 88(2) of [State Environmental Planning Policy \(Housing\) 2021](#).

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

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

(2) No condition of development consent in relation to the land applies to the property that are of the kind set out in section 21(1) or 40(1) of [State Environmental Planning Policy \(Housing\) 2021](#).

(3) No condition of development consent in relation to the land applies to the property that are of the kind set out in clause 17(1) or 38(1) of [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#).

## **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**

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's Local Strategic Planning Statement gives effect to the District Plan based on local characteristics and opportunities and Council's own priorities in the community. The Local Strategic Planning Statement came into effect on 26 March 2020.

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

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

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

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

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

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

**Council resolution:** 24 February 2015

## **Additional Information Applying To The Land**

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

### **Geotechnical Planning Controls**

Council is currently undertaking a study to review geotechnical planning controls across the Local Government Area. Information from a draft study indicates geotechnical considerations may affect a greater number of properties and may present an increased risk to properties than that shown on published hazard maps. Council's Development Engineering & Certification team can be contacted for further information.

## **General Information**

### **Threatened Species**

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

Potential threatened species could include:

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

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

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

### **Bush fire**

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

### **Aboriginal Heritage**

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

### **Coastal Erosion**

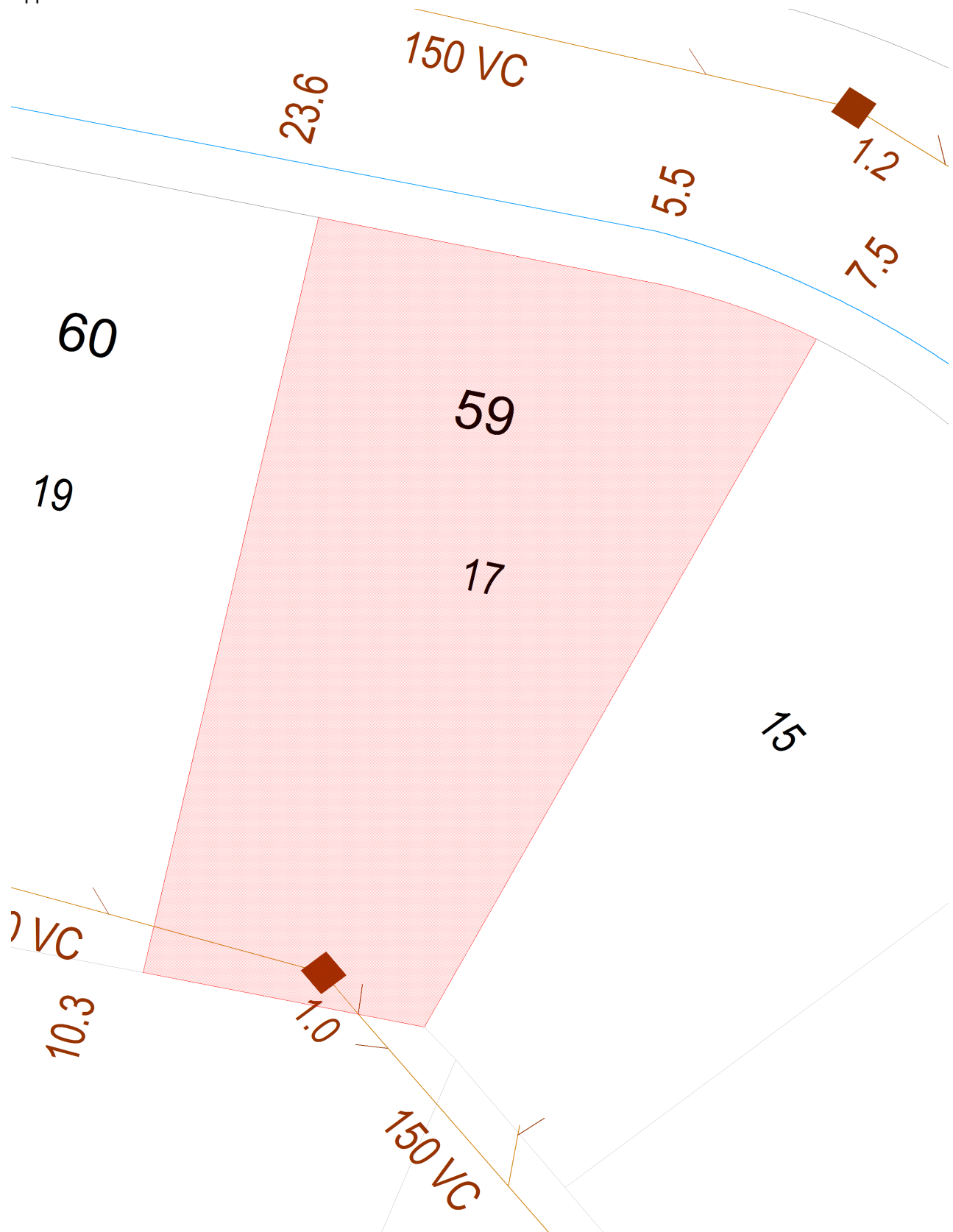
Information available to Council indicates coastal erosion may affect a greater number of properties and may present an increased risk to properties than that shown on published hazard maps of the Warringah coastline. Council's Natural Environment Unit can be contacted for further information.

A handwritten signature in black ink, appearing to read 'Ray Brownlee', with a long horizontal stroke extending to the right.

**Ray Brownlee PSM**  
**Chief Executive Officer**  
**16/03/2023**

**Service Location Print**  
Application Number: 8002335746

Application Number: 8002335746



Document generated at 16-03-2023 11:50:20 AM

## Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.



# Asset Information

## Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
Vacuum Sewer		Restrained Joints - Potable	
Pressure Sewer Main		Restrained Joints - Recycled	
Division Valve		Hydrant	
Vacuum Chamber		Maintenance Hole	
Clean Out Point		Stop Valve	
Stormwater		Stop Valve with By-pass	
Stormwater Pipe		Stop Valve with Tapers	
Stormwater Channel		Closed Stop Valve	
Stormwater Gully		Air Valve	
Stormwater Maintenance Hole		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Private Mains		Potable Water Main	
		Recycled Water Main	
		Sewer Main	
		Symbols for Private Mains shown grey	

### Disclaimer

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## Pipe Types

<b>ABS</b>	Acrylonitrile Butadiene Styrene	<b>AC</b>	Asbestos Cement
<b>BRICK</b>	Brick	<b>CI</b>	Cast Iron
<b>CICL</b>	Cast Iron Cement Lined	<b>CONC</b>	Concrete
<b>COPPER</b>	Copper	<b>DI</b>	Ductile Iron
<b>DICL</b>	Ductile Iron Cement (mortar) Lined	<b>DIPL</b>	Ductile Iron Polymeric Lined
<b>EW</b>	Earthenware	<b>FIBG</b>	Fibreglass
<b>FL BAR</b>	Forged Locking Bar	<b>GI</b>	Galvanised Iron
<b>GRP</b>	Glass Reinforced Plastics	<b>HDPE</b>	High Density Polyethylene
<b>MS</b>	Mild Steel	<b>MSCL</b>	Mild Steel Cement Lined
<b>PE</b>	Polyethylene	<b>PC</b>	Polymer Concrete
<b>PP</b>	Polypropylene	<b>PVC</b>	Polyvinylchloride
<b>PVC - M</b>	Polyvinylchloride, Modified	<b>PVC - O</b>	Polyvinylchloride, Oriented
<b>PVC - U</b>	Polyvinylchloride, Unplasticised	<b>RC</b>	Reinforced Concrete
<b>RC-PL</b>	Reinforced Concrete Plastics Lined	<b>S</b>	Steel
<b>SCL</b>	Steel Cement (mortar) Lined	<b>SCL IBL</b>	Steel Cement Lined Internal Bitumen Lined
<b>SGW</b>	Salt Glazed Ware	<b>SPL</b>	Steel Polymeric Lined
<b>SS</b>	Stainless Steel	<b>STONE</b>	Stone
<b>VC</b>	Vitrified Clay	<b>WI</b>	Wrought Iron
<b>WS</b>	Woodstave		

## Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

**For general enquiries please call the Customer Contact Centre on 132 092**

**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

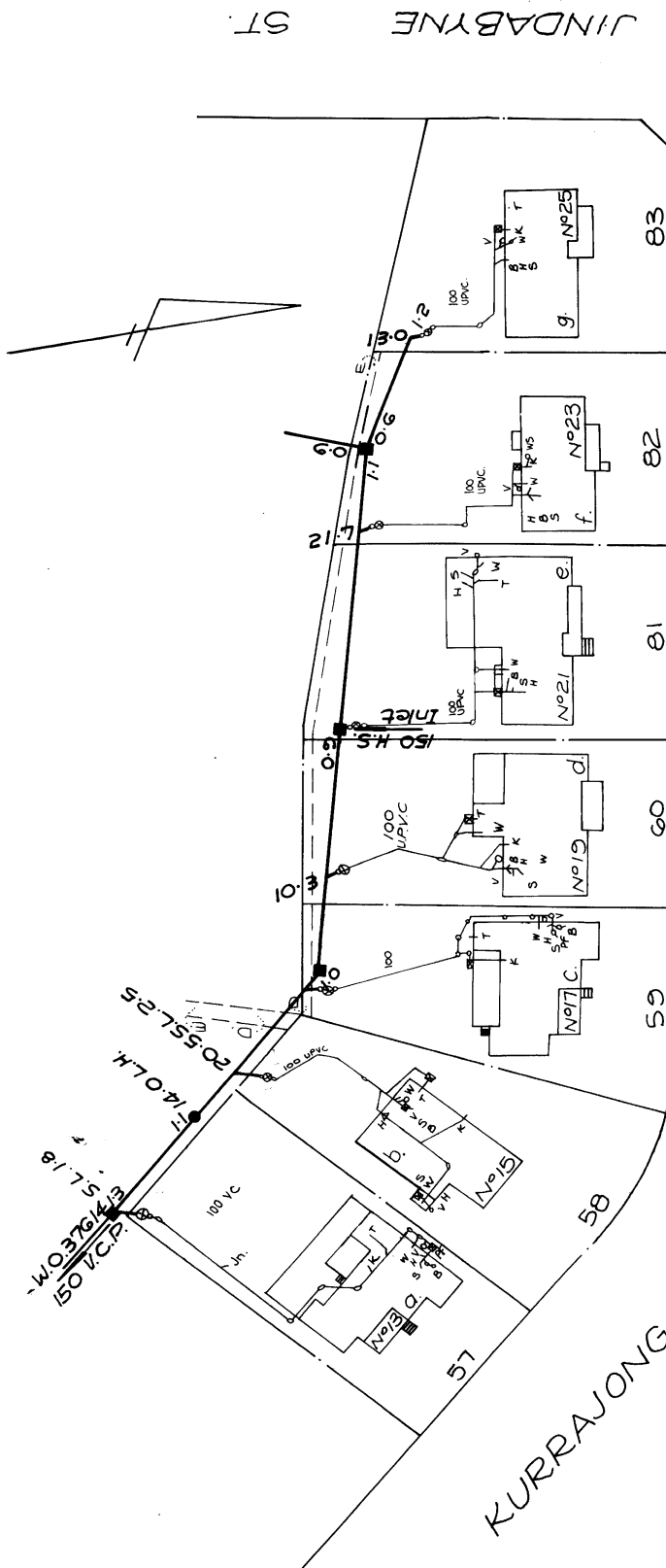
### Disclaimer

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# Sewer Service Diagram

Application Number: 8002335776

Copy of  
Diagram  
No. 768581



R.D.

Copy of Diagram No.

<p><b>SEWER SERVICE DIAGRAM</b> MUNICIPALITY OF Warrington SUBURB OF Frenchs Forest</p> <p>Scale: Approx. 1:500 Distances/depths in metres pipe diameters in millimetres</p> <p>M. W. S. &amp; D. B. for House Services Engineer</p>		<p><b>SYMBOLS AND ABBREVIATIONS</b></p> <p>Manhole Chamber Lampole Boundary Trap Inspection Shaft Pit Grease Interceptor Gully Reflex Valve Cleaning Eye Vertical Pipe Vent Pipe Soil Vent Pipe</p> <p>Waste Stack Induct Pipe Mica Flap Tubs Kitchen Sink Water Closet Bath Waste Handbasin Shower Junction Dishwasher Floor Waste Washing Machine Bar Sink</p>	
<p><b>SEWER AVAILABLE</b> Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage works to the eventual position of the Board's sewer. <b>NOTE:</b> This diagram only indicates the position of a sewer and any sewerage service shown as existing in Board's records (By-law 8, Clause 3). The existence and position of Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at Board's Head Office or in the case of South Coast District at Board's Wollongong Office (Section 33 of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only.</p>		<p><b>PLUMBING</b></p> <p>Supervised by: Drainer Inspector: Plumber Tracing Checked by: W.O. 37614 Gaz. on 19.4.85 Sheet No. T1452</p>	
<p><b>DRAINAGE</b></p> <p>Supervised by: Drainer Inspector: Plumber Tracing Checked by: W.O. 37614 Gaz. on 19.4.85 Sheet No. T1452</p>		<p><b>PLUMBING</b></p> <p>Supervised by: Drainer Inspector: Plumber Tracing Checked by: W.O. 37614 Gaz. on 19.4.85 Sheet No. T1452</p>	
<p><b>Connection Dates:</b> a. 1.12.88 b. 6.6.85 c. 16.8.85 d. 16.7.85 e. 15.5.85 f. 30.5.85 g. 30.5.85 h. 1.12.88 i. 1.12.88 j. 1.12.88 k. 1.12.88 l. 1.12.88 m. 1.12.88 n. 1.12.88 o. 1.12.88 p. 1.12.88 q. 1.12.88</p>		<p><b>Connection Dates:</b> a. 1.12.88 b. 6.6.85 c. 16.8.85 d. 16.7.85 e. 15.5.85 f. 30.5.85 g. 30.5.85 h. 1.12.88 i. 1.12.88 j. 1.12.88 k. 1.12.88 l. 1.12.88 m. 1.12.88 n. 1.12.88 o. 1.12.88 p. 1.12.88 q. 1.12.88</p>	

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## Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.



Revenue

Enquiry ID	3879117
Agent ID	81429403
Issue Date	16 Mar 2023
Correspondence ID	1761811080
Your reference	7132

INFOTRACK PTY LIMITED  
GPO Box 4029  
SYDNEY NSW 2001

**Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.**

**Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022*.**

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
D220732/59	17 KURRAJONG RD FRENCHS FOREST 2086	\$1 078 333	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2023 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

Yours sincerely,

Scott Johnston  
Chief Commissioner of State Revenue

## Important information

### Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

### When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

**Note:** A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

### When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

### How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

### How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at [www.revenue.nsw.gov.au/taxes/land/clearance](http://www.revenue.nsw.gov.au/taxes/land/clearance).

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

### Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au).

## Contact details



Read more about Land Tax and use our online service at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au)



1300 139 816\*



Phone enquiries  
8:30 am - 5:00 pm, Mon. to Fri.

\* Overseas customers call +61 2 7808 6906  
Help in community languages is available.