

# Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	eCOS ID: 61246322	NSW Duty:
vendor's agent	Sanders Property Agents 9 Jannali Avenue JANNALI NSW 2226		Phone: 9528 9299 Fax: 9528 9460 Ref: Jed Wood
co-agent			
vendor	Steven John White and Jodie Edwina White 103 Washington Drive BONNET BAY NSW 2226		
vendor's solicitor	Endeavour Conveyancing Services PO BOX ENGADINE NSW 2233		Phone: 9548 5199 Fax: 9548 5022 Ref: Julie West:11449
date for completion	42 days after the contract date	(clause 15)	Email: julie@endeavourconveyancing.com.au
land	103 Washington Drive BONNET BAY NSW 2226 (Address, plan details and title reference) Lot 685 in Deposited Plan 239916 685/239916		
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input 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 type="checkbox"/> other:		
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"/> blinds <input checked="" type="checkbox"/> built-in wardrobes <input type="checkbox"/> clothes line <input type="checkbox"/> curtains	<input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> insect screens <input checked="" type="checkbox"/> other: air conditioning	<input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> solar panels	<input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna
exclusions				
purchaser				
purchaser's solicitor			Phone:	
			Fax:	
			Ref:	
price	\$		Email:	
deposit	\$		(10% of the price, unless otherwise stated)	
balance	\$			
contract date			(if not stated, the date this contract was made)	

buyer's agent

vendor

witness

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

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

vendor agrees to accept a *deposit-bond* (clause 3)

☐ NO ☐ yes

proposed *electronic transaction* (clause 30)

☐ no ☒ YES

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

land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make an *RW payment*  
(residential withholding payment)

☒ NO ☐ yes (if yes, vendor must provide further details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW payment*: \$

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

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

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

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 32 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 34 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 36 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 37 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<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	<input type="checkbox"/> 41 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 42 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 43 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 44 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 45 plan creating precinct property
<input type="checkbox"/> 15 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 46 precinct development contract
<input type="checkbox"/> 16 other document relevant to tenancies	<input type="checkbox"/> 47 precinct management statement
<input type="checkbox"/> 17 licence benefiting the land	<input type="checkbox"/> 48 property certificate for community property
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 49 plan creating community property
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 50 community development contract
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 51 community management statement
<input type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
Home Building Act 1989	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 brochure or warning	<input type="checkbox"/> 57 document relevant to off-the-plan sale
<input type="checkbox"/> 26 evidence of alternative indemnity cover	Other
Swimming Pools Act 1992	<input type="checkbox"/> 58
<input type="checkbox"/> 27 certificate of compliance	
<input checked="" type="checkbox"/> 28 evidence of registration	
<input type="checkbox"/> 29 relevant occupation certificate	
<input checked="" type="checkbox"/> 30 certificate of non-compliance	
<input type="checkbox"/> 31 detailed reasons of non-compliance	

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

## ADDITIONAL CONDITIONS IN CONTRACT FOR SALE OF LAND

The conditions of the printed contract and these additional conditions shall be read subject to the following:

If there is a conflict between the additional conditions and the printed conditions of the contract, then these additional conditions shall prevail. The parties agree that should any additional condition be held contrary to law, void or unenforceable, then such additional condition shall be severed from this contract and such remaining conditions shall remain in full force and effect.

1. Completion of this contract shall take place on or before 4.00 p.m. within the time provided for in clause 15. If either party is unable to complete by that time the other party may serve a Notice to Complete making the time for completion essential. The Notice to Complete will require completion not less than 14 days after the notice is served. A Notice to Complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential. A party may withdraw a Notice to Complete without prejudice to its rights to serve a further Notice or Notices.
2. Should the Purchaser not complete this purchase by the completion date, without default by the Vendor, the Vendor is entitled to recover from the Purchaser, as liquidated damages, payable on completion:
  - (a) interest on the balance of purchase money at the rate of ten percent (10%) per annum calculated at a daily rate from the completion date to the actual date of completion.
  - (b) the sum of Three Hundred and Thirty Dollars (\$330.00) GST inclusive to cover legal costs and other expenses incurred by the Vendor as a consequence of the delay, provided a Notice to Complete is issued.
3. Notwithstanding any rule of law or equity to the contrary should the Purchaser or Vendor or any one of them, prior to completion, die, become mentally ill or be declared bankrupt then either party may, by notice in writing to the other party, rescind this contract whereupon the provisions of clause 19 shall apply.
4. The property together with the improvements thereon is sold in its present state of repair and condition and the Purchaser acknowledges that he buys the property relying on his own inspection, knowledge and enquiries and that he does not rely on any warranties or representations made to him by or on behalf of the Vendor, except as may be expressed in this contract.

5. The Purchaser warrants that he was not introduced to the property by any agent other than the Vendor's agent named herein nor was any other agent the effective cause of the sale. The Purchaser agrees to indemnify the Vendor and keep the Vendor indemnified against any successful claim by any agent, other than the Vendor's agent, arising out of this sale. The Vendor warrants that he has not entered into an agreement with any agent other than the Vendor's Agent named in this contract. This condition shall not merge on completion.
6. The Purchaser agrees that the only form of general requisitions on title that the Purchaser may make under clause 5 are annexed hereto which are deemed to have been served at the date of this Contract for Sale.
7. The Purchaser hereby authorises the Depositholder to release so much of the deposit as the Vendor may require to be applied towards the deposit or stamp duty or the balance of purchase monies on the purchase of another property by the Vendor or towards a deposit into a Retirement Institution, provided that the released deposit must be held in the trust account of a Solicitor, Licensed Conveyancer, Real Estate Agent or Retirement Institution and shall not be further released. The signing of the contract by the Purchaser, shall be full and irrevocable authority to the Depositholder to release such deposit.
8. For the purposes of clause 2, the deposit payable under this contract is 10% of the purchase price and is payable as follows:
  - (a) the sum of \$..... on the date of this contract;
  - (b) the sum of \$..... prior to the expiry of the cooling off period;
  - (c) the balance of the 10% deposit on completion of this contract or termination of this contract by the vendor pursuant to clause 9 of this contract whichever occurs first;
  - (d) the times for payment of the deposit under this condition are essential.

Any balance of the 10% deposit outstanding must be paid forthwith by the purchaser to the depositholder upon any default of the kind referred to in clause 9 by the purchaser without demand being made for that payment or on completion whichever occurs first.

9. Pursuant to S66S(4) of the Conveyancing Act 1919, the purchaser acknowledges and agrees that should any request to extend the cooling off period be made, the vendor's conveyancer may grant such extension by way of written confirmation to the purchaser's conveyancer before the end of the cooling off period.

10. The purchaser by this Contract authorises its solicitor/conveyancer to amend or cause to be amended the terms of this Contract after the Contract has been signed by the purchaser, without further authority being required. This clause takes priority over the clauses in the standard Contract to the extent of any inconsistency. The provisions of this clause are essential.
11. If the Vendor holds the Certificate of Title and the Purchaser requires settlement to take place at a venue other than the Vendor's Conveyancer then the Purchaser shall pay the Vendor, by way of allowance on settlement, an attendance fee of \$85.00.
12. If settlement of this matter does not take place at the time appointed for same due to the fault of the Purchaser and/or his or her mortgagee, then the Purchaser shall pay \$220.00 in respect of all fees including but not limited to agency fees and re-certification fees incurred by the Vendor's Conveyancer or his or her mortgagee in relation to any rearrangement of settlement.

### **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.

### **AMENDMENTS TO PRINTED CLAUSES OF THE CONTRACT**

1. Clause 7.1.1 is deleted
2. Clause 7.2.1 - "10% is reduced to 1%"
3. Clause 8.1 - Delete the words on "reasonable grounds"
4. Clauses 10.1.8 and 10.1.9 - Replace the word "substance" with "existence"
5. Clause 16.5 - Delete the words "plus another 20% of that fee"
6. Clause 16.12 - is deleted

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

### Possession and tenancies

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

### Title

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

### Adjustments

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

### Survey and building

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

- (ii) when was the building work completed?
  - (iii) please state the builder's name and licence number;
  - (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
17. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* and *Local Government Act 1993*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992* and regulations relating to access? If not, please provide details or the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 18.
- (a) To whom do the boundary fences belong?
  - (b) Are there any party walls?
  - (c) If the answer to Requisition 18(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

#### **Affectations**

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
  - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
  - (c) any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
  - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
  - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
  - (e) any realignment or proposed realignment of any road adjoining the property?
  - (f) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
- 22.
- (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
  - (b) If so, do any of the connections for such services pass through any adjoining land?
  - (c) Do any service connections for any other property pass through the property?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

#### **Capacity**

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

#### **Requisitions and transfer**

25. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
26. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
27. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
28. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
29. The purchaser reserves the right to make further requisitions prior to completion.
30. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.





NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 685/239916

SEARCH DATE	TIME	EDITION NO	DATE
16/9/2019	4:24 PM	6	9/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.  
CONTROL OF THE RIGHT TO DEAL IS HELD BY NATIONAL AUSTRALIA BANK LIMITED.

LAND

LOT 685 IN DEPOSITED PLAN 239916  
AT BONNET BAY  
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE  
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP239916

FIRST SCHEDULE

STEVEN JOHN WHITE  
JODIE EDWINA WHITE  
AS JOINT TENANTS (T AJ285467)

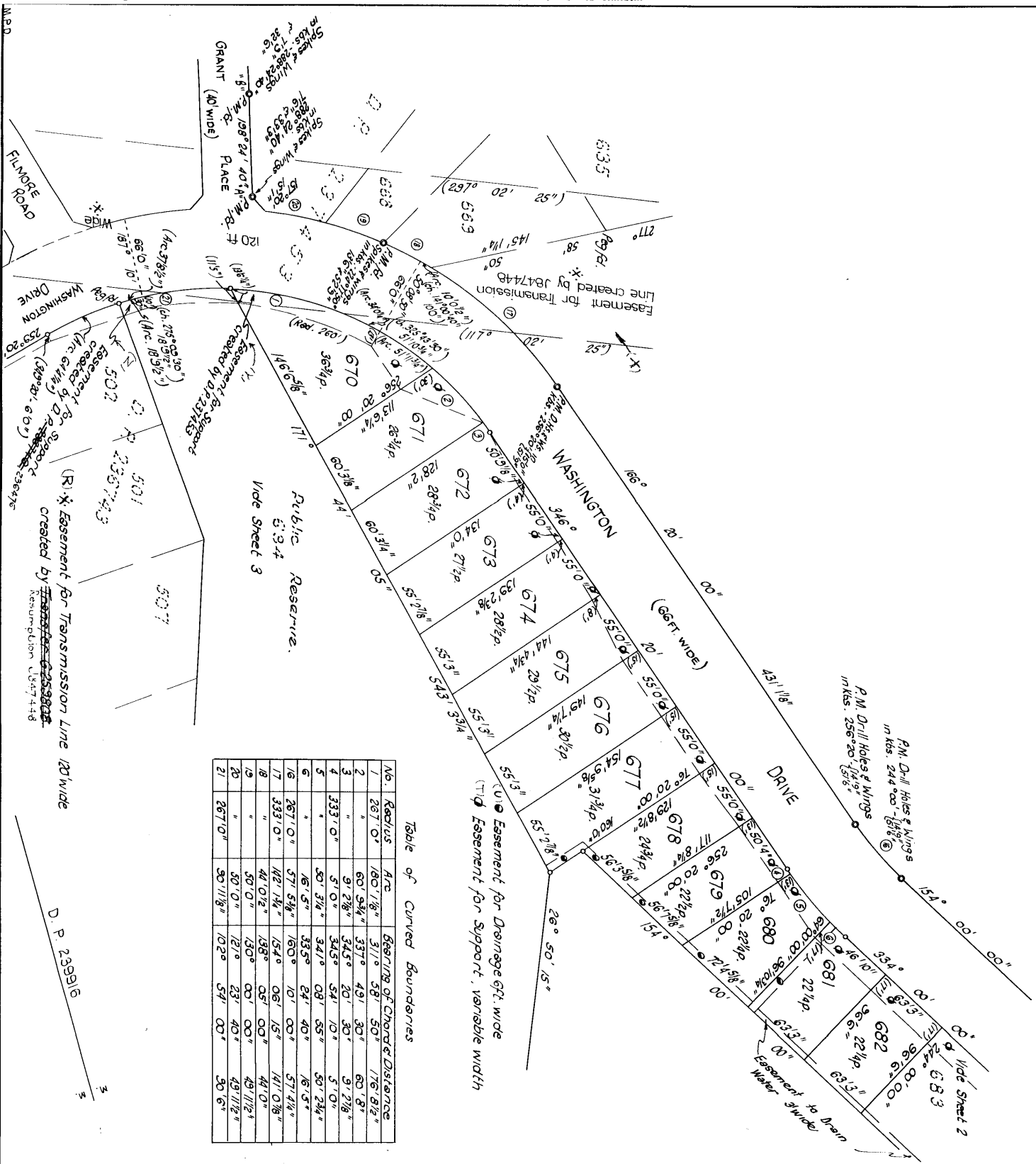
SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP227758 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP236476 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP239916 EASEMENT FOR SUPPORT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP239916 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP239916 RESTRICTION(S) ON THE USE OF LAND
- 7 J193755 LAND EXCLUDES MINERALS
- 8 AJ285468 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED


NOTATIONS

UNREGISTERED DEALINGS: NIL

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



No.	Radius	Arc	Beginning of Chord Distance
1	267' 0"	180° 18"	311° 58'
2	"	60° 54"	337° 49'
3	"	9° 28"	345° 20'
4	333' 0"	57° 0"	345° 54'
5	"	50° 34"	341° 09'
6	"	16° 51"	335° 24'
7	267' 0"	37° 54"	160° 10'
8	333' 0"	142° 11"	154° 06'
9	"	40° 12"	138° 05'
10	"	50° 0"	130° 00'
11	"	50° 0"	122° 23'
12	267' 0"	50° 11' 8"	102° 54'
13	"	"	00° 00'
14	"	"	50° 6"

Registered:  11/1570  
C.A.: No 161/70 of 31-7-1970  
Title System: Torrens  
Purpose: Subdivision  
Ref. Map: Sutherland Sh47  
Last Plan: D. P. 230682  
  
PLAN OF Subdivision of part of  
the residue of lot 396 in  
D.P. 230682 & Easements for  
Support over part of residue  
of lot 396 in D.P. 230682  
  
Scale: 60 feet to an inch  
  
Mtn. Shire  
City: Sutherland  
Locality: Bonnet Bay  
Parish: Sutherland  
County: Cumberland  
  
This is Sheet 1 of my plan in 3 Sheets  
Date: if inapplicable, delete  
  
Robert Arthur Chase  
of 99 Fuller Street, Collaroy, New South Wales

I, \_\_\_\_\_, hereby certify that the survey represented in this plan is accurate and has been made in accordance with (2) under my immediate supervision and in accordance with the Survey Act, Chapter 92A, as amended, and was completed on 1 20th May, 1986.

Signature A.L. Grace

Surveyor registered under Surveyor Act, 1970, as amended.  
Mailing List of A.M.S. (P) or (T).  
Station and Office (1) or (2).  
Interval date of survey, \_\_\_\_\_.

Panel for use only for statements of intention to dedicate public road or public reserve or create drainage reserves, easements, or restrictions as to use.

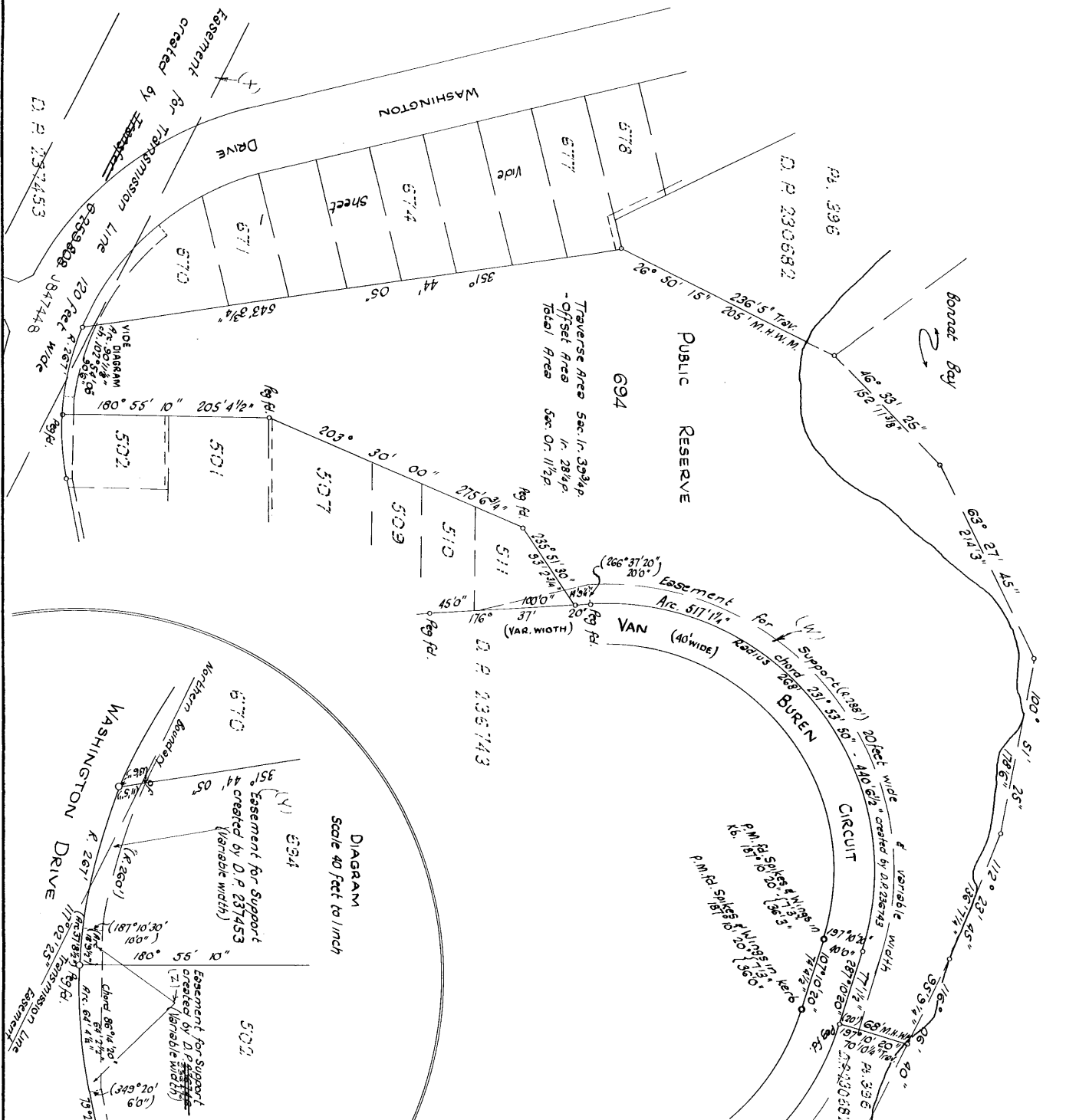
It is intended to dedicate Washington Drive as Public Road subject to Easement.  
Transmission Line created by Trans & Telecom.  
It is intended to dedicate lot 634 as Public Reserve subject to Easement.  
for Transmission Line created by Trans & Telecom.  
Easement for Support created by Trans & Telecom.  
D.P. 236746

Consent to Sect. 88 of the Conveyancing Act, 1919/1984, it is intended to create:

1. Easements for Drainage.
2. Easements to Drain Water
3. Right of Carriage way
4. Easements for Support
5. Instructions as to liener,
6. set out in the accompanying instrument signed by the Council Clerk.

M 55900

[illegible]



WILLIAM ALFRED AND WARREN FRANCIS ASKEW  
BROOKS  
Sole and Joint Attorneys of Commercial & General Acceptance  
Limited under Power of Attorney registered No. 108109  
Machinery register and No. 20393 and Filing  
Office hereby state they have no notice of revocation of the said  
Power of Attorney at the time of their executing this instrument.  
COMMERCIAL & GENERAL ACCEPTANCE LIMITED by its Attorneys

(Witness)  
P. Thont  
(Witness)  
SOLICITOR STONE.

**Scale: 80 feet to an inch**

## 280 Stage 6 Section 5

OUT  
T  
N  
W  
V  
O  
A

D. P. 239916 (M)

Registered: *ee* 4.11.1970

This is Sheet .....3 of my plan in.....3

Sheets dated 20th June, 1970

**Surveyor registered under Surveyors Act, 1929, as amended**

This is Sheet 3 of the plan of 3  
Sheets covered by my Certificate No. 16177C

**Council Clerk**

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

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

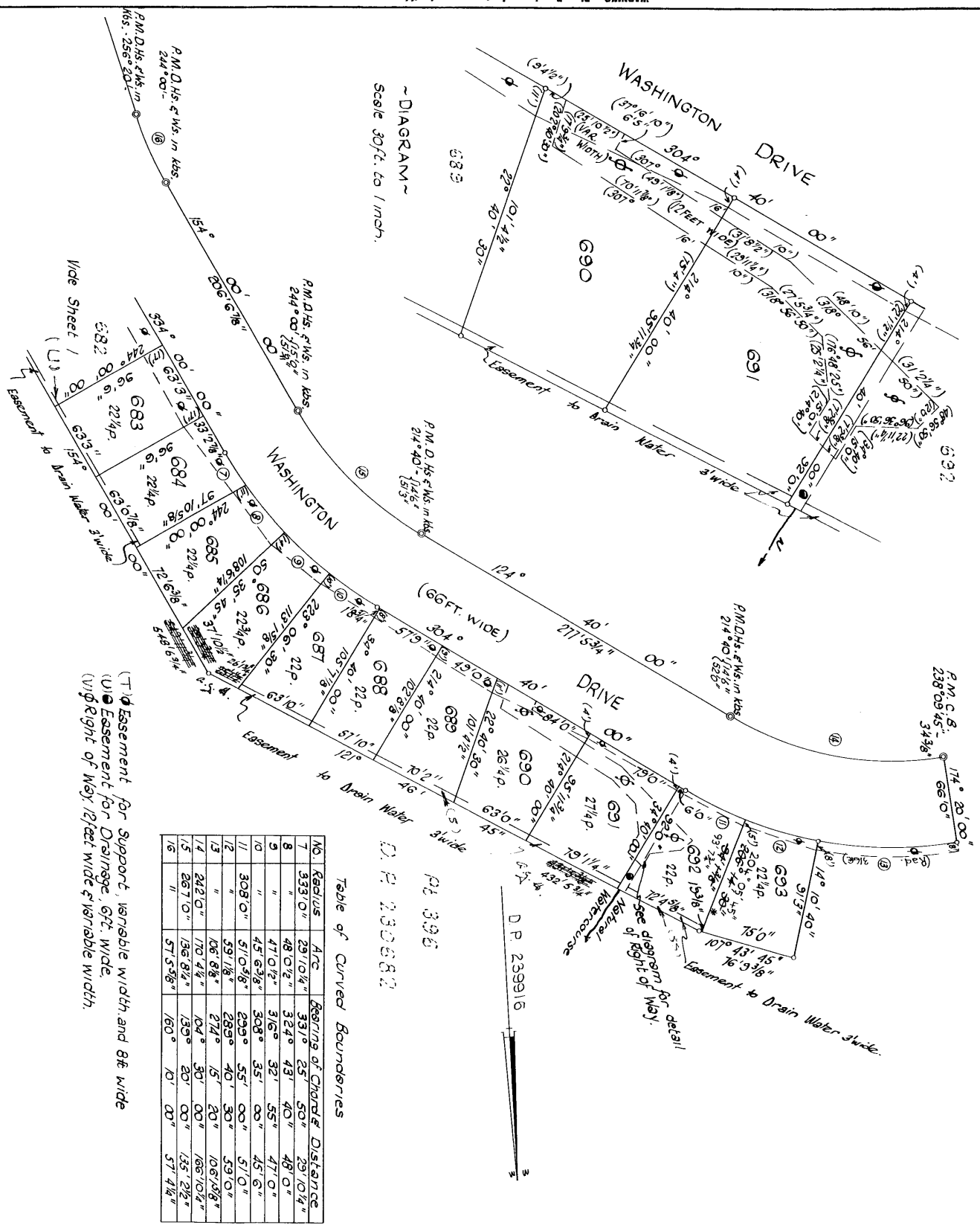


Table of Curved Boundaries

No.	Radius	Arc	Bearing of Chord Distance
7	333.0"	29.10 1/4"	33.0° 25' 50" 29.10 1/4"
8	"	48.0 1/2"	32.4° 43' 40" 48.0"
9	"	47.0 1/2"	31.6° 32' 55" 47.0"
10	"	45.6 3/8"	30.8° 35' 00" 45.6"
11	308.0"	51.0 5/8"	29.9° 45' 00" 51.0"
12	"	59.1 1/8"	28.9° 40' 30" 59.1"
13	"	106.6 8/8"	27.4° 15' 20" 106.6 8/8"
14	242.0"	170.4 1/4"	10.4° 30' 00" 166.10 1/2"
15	267.0"	136.8 1/4"	13.9° 20' 00" 135.2 1/2"
16	"	57.5 3/8"	16.0° 10' 00" 57.4 1/4"

(T) Easement for support, variable width and 8ft wide  
(U) Easement for Drainage, 6ft wide.  
(V) Right of Way 12ft wide & variable width.

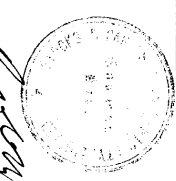
WARNING: Plan Drawing only to appear in this space.

Width of Easement for Support, amended in Reg. Gen. Deo. at Surveyors request wide 1962/19700 and 210/1973

280 Stage 6 Section 3

Scale: 60/feet to an inch

WILLIAM JOHN ALPHARIN WARREN FRANCIS ASREY  
duly qualified Attorneys at Commercial & General, Concordance  
Limit of Judge Power of Attorney registered No. 108909  
Matters under Registrar's seal for 20393  
Caveat being that they have no notice of revocation of the said  
Power of Attorney at the time of their executing this instrument.  
COMMERCIAL & GENERAL ACCEPTANCE LIMITED by its Attorneys:  
(Witness) [Signature]  
(Witness) [Signature]  
SOLICITOR IN CHARGE



D. P. 239916 (E)

Registered [Signature] 24.11.1970

This is Sheet 2 of my plan in 3

Sheet dated 29th June, 1970

P. B. BRACAO

Surveyor registered under Surveyors Act, 1925 as amended.

This is Sheet 2 of the plan of 3

Sheets covered by my Certificate No. 154718

of 24/7/70

a.s. bruce

Council Clerk.

Y	0	2	5	A	3	A
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**WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.**

CONVERSION TABLE ADDED IN  
REGISTRAR GENERAL'S DEPARTMENT

DP 239916 SH 2/3 CONTD		FEET INCHES		METRES	
		75	22.962	22.962	
		76	23.003	23.003	
		77	23.044	23.044	
		78	23.085	23.085	
		79	23.126	23.126	
		79	23.111	23.111	
		84	23.603	23.603	
		88	24.022	24.022	
		91	24.313	24.313	
		92	24.354	24.354	
		93	24.395	24.395	
		94	24.436	24.436	
		94	24.421	24.421	
		99	24.934	24.934	
		99	24.919	24.919	
		99	24.904	24.904	
		96	24.863	24.863	
		97	24.904	24.904	
		97	24.889	24.889	
		101	25.369	25.369	
		101	25.354	25.354	
		101	25.339	25.339	
		102	25.379	25.379	
		102	25.364	25.364	
		103	25.405	25.405	
		103	25.390	25.390	
		105	25.800	25.800	
		106	25.841	25.841	
		106	25.826	25.826	
		106	25.811	25.811	
		108	26.144	26.144	
		110	26.477	26.477	
		112	26.810	26.810	
		113	26.851	26.851	
		113	26.836	26.836	
		114	26.877	26.877	
		114	26.862	26.862	
		116	27.195	27.195	
		116	27.180	27.180	
		136	33.068	33.068	
		136	33.053	33.053	
		166	50.778	50.778	
		226	66.993	66.993	
		226	66.978	66.978	
		229	70.085	70.085	
		229	70.070	70.070	
		229	70.055	70.055	
		242	73.762	73.762	
		242	73.747	73.747	
		267	81.382	81.382	
		267	81.367	81.367	
		277	89.578	89.578	
		308	96.317	96.317	
		316	99.317	99.317	
		333	101.498	101.498	
		432	131.880	131.880	
		443	133.760	133.760	
		445	133.745	133.745	
		445	133.730	133.730	
		445	133.715	133.715	
		447	136.246	136.246	
		447	136.231	136.231	
		447	136.216	136.216	
		448	136.563	136.563	
		448	136.548	136.548	
		448	136.533	136.533	
		449	136.924	136.924	
		449	136.909	136.909	
		546	167.202	167.202	
		546	167.187	167.187	
		552	167.585	167.585	
		552	167.570	167.570	
		666	202.997	202.997	
		666	202.982	202.982	
		991	302.133	302.133	
		991	302.118	302.118	
		999	304.153	304.153	
		997	304.138	304.138	
		1102	336.053	336.053	
		1113	339.284	339.284	
		1267	690.980	690.980	
		35333	10359.971	10359.971	
		AC RD P	556.4	556.4	
		- 22	562.8	562.8	
		- 22 1/4	575.4	575.4	
		- 26 3/4	660.9	660.9	
		- 26 1/4	687.2	687.2	
		- 27 1/4			

FEET INCHES		METRES
-	10 3/4	0.273
1	2 3/8	0.365
1	6 3/4	0.527
3	-	0.914
3	0 7/8	0.937
3	3/8	1.026
4	-	1.819
5	-	1.824
5	-	1.829
6	1 5/8	1.870
6	3 5/8	1.921
6	5	1.956
7	2 5/8	2.200
7	10 1/2	2.438
8	-	2.440
9	-	2.743
9	1 1/8	2.772
9	4 1/2	2.858
9	3 5/8	2.981
10	-	3.048
10	-	3.353
11	-	3.505
11	6	3.658
12	-	4.267
14	6	4.267
14	-	4.512
15	-	4.877
16	-	5.182
17	3/4	5.489
17	9	6.791
22	1 1/2	6.991
22	11 1/4	7.677
25	2 1/4	7.887
25	10 1/2	7.969
26	1 3/4	8.376
27	5 3/4	9.125
29	11 1/4	9.125
31	2 1/4	9.506
31	8 1/2	9.665
31	9 1/2	9.630
33	1 7/8	10.131
33	2 1/2	11.394
37	10 1/2	13.179
43	2 7/8	13.968
45	6 3/8	13.978
45	-	14.326
47	0 1/2	14.326
47	-	14.820
48	0 1/2	14.820
48	-	14.985
49	-	14.985
50	1 1/8	15.250
50	-	15.250
51	0 5/8	15.851
51	3	15.851
52	-	15.851
57	4 1/4	15.850
57	4 1/4	17.485
57	5 5/8	17.516
57	9	17.602
57	10	17.668
59	-	17.983
59	1 1/8	18.012
63	-	19.282
63	0 7/8	19.285
63	-	19.279
66	10	19.456
66	-	20.117
70	2	21.307
70	4 1/4	21.444
70	11 7/8	21.638
72	4 3/8	22.057
72	4 5/8	22.065
72	6 1/8	22.110
72	3 3/8	22.160

DP 239916 SH 3/3		FETEL INCHES		METRES	
		7 1/2	0.188		
		3 2 3/4	0.984		
		6	1.029		
		7	2.210		
		11 5	3.480		
		14 9 1/4	4.115		
		18 12 1/2	4.592		
		20 14	5.070		
		26 18 3/8	6.168		
		36	10.973		
		36	11.089		
		37 8 1/2	11.484		
		37 9 1/2	11.782		
		38 11 1/2	13.411		
		39	15.716		
		45	18.288		
		60	19.871		
		60 2 1/2	19.615		
		64 4 1/4	19.615		
		68	20.465		
		72	21.656		
		77 10 1/4	21.656		
		77 6 3/4	23.031		
		77 1 1/2	23.038		
		80 6	27.524		
		83 3 1/8	28.416		
		89 3 3/8	29.191		
		98 5 1/4	30.480		
		100	33.929		
		110 9 1/4	34.982		
		120 7 1/4	35.437		
		132 11 3/8	46.639		
		178 6	54.407		
		203 4 1/2	62.484		
		205	62.999		
		214 3	64.803		
		226 5	71.200		
		236	79.288		
		260	81.982		
		267	81.688		
		275 6 3/4	80.791		
		440 6 1/2	139.413		
		470 3 1/4	157.911		
		510 1 1/2	161.603		
		523	161.603		
		9356 3	3028.458		
AC RD P	SQ M				
- 128 1/4	1726				
AC RD P	HA				
5 - 11 1/2	2.056				
5 1 39 3/4	2.827				

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED  
TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964.

Sheet 1 of 6 Sheets

PART 1

Plan:

**DP239916 (E)**

Subdivision of part of the residue of  
Lot 396 in D.P. 230682 and Easement  
for Support over part of residue of  
Lot 396 in D.P. 230682 covered by Council  
Clerk's Certificate No. 161/70  
of 31/7/70

Full name and address of  
proprietor of the land:

Stocks and Parkes Investments Pty.Limited,  
37 York Street, Sydney.

1. Identity of easement or restriction firstly referred to in abovementioned plan: Easements for Drainage Six (6) feet wide

SCHEDULE OF LOTS ETC. AFFECTED

<u>Lots burdened</u>	<u>Lots, name of road or authority benefited</u>
677	Council of the Shire of Sutherland
678	Council of the Shire of Sutherland
679	Council of the Shire of Sutherland
680	Council of the Shire of Sutherland
681	Council of the Shire of Sutherland
692	Council of the Shire of Sutherland

2. Identity of easement or restriction secondly referred to in abovementioned plan: Easements to Drain Water Three (3) feet wide

SCHEDULE OF LOTS ETC. AFFECTED

<u>Lots burdened</u>	<u>Lots, name of road or authority benefited</u>
681	682, 683, 684, 685
682	683, 684, 685
683	684, 685
684	685
687	686
688	686, 687
689	686, 687, 688
690	686, 687, 688, 689
691	686, 687, 688, 689, 690
692	693

3. Identity of easement or restriction thirdly referred to in abovementioned plan: Right of Carriageway twelve (12) feet wide and variable width

SCHEDULE OF LOTS ETC. AFFECTED

<u>Lots burdened</u>	<u>Lots, name of road or authority benefited</u>
690	691, 692
691	692
692	690, 691

This is Sheet 1 of a Six Sheet Instrument  
Approved by the Sutherland Shire Council

*ex. Clerk*  
Shire Clerk

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED  
TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964.

Sheet 2 of 6 Sheets

PART 1

Plan:

**DP239916**

Subdivision of part of the residue of  
Lot 396 in D.P. 230682 and Easement  
for Support over part of residue of  
Lot 396 in D.P. 230682 covered by  
Council Clerk's Certificate No. 161/70  
of 21/7/70

Full name and address of  
proprietor of the land:

Stocks and Parkes Investments Pty.Limited,  
37 York Street, Sydney.

4. Identity of easement or rest-  
riktion fourthly referred to  
in abovementioned plan:

Easement for Support - variable widths

SCHEDULE OF LOTS ETC. AFFECTED.

<u>Lots burdened</u>	<u>Lots, name of road or authority benefited</u>
670	Council of the Shire of Sutherland
671	Council of the Shire of Sutherland
672	Council of the Shire of Sutherland
673	Council of the Shire of Sutherland
674	Council of the Shire of Sutherland
675	Council of the Shire of Sutherland
676 -	Council of the Shire of Sutherland
677	Council of the Shire of Sutherland
678	Council of the Shire of Sutherland
679	Council of the Shire of Sutherland
680	Council of the Shire of Sutherland
681	Council of the Shire of Sutherland
682	Council of the Shire of Sutherland
683	Council of the Shire of Sutherland
684	Council of the Shire of Sutherland
685	Council of the Shire of Sutherland
686 ✓	Council of the Shire of Sutherland
687	Council of the Shire of Sutherland
688	Council of the Shire of Sutherland
689	Council of the Shire of Sutherland
690	Council of the Shire of Sutherland
691	Council of the Shire of Sutherland
692	Council of the Shire of Sutherland
693	Council of the Shire of Sutherland
Pt.Lot 396 D.P. 230682	Council of the Shire of Sutherland

5. Identity of easement or rest-  
riktion fifthly referred to  
in abovementioned plan:

Restrictions as to User

SCHEDULE OF LOTS ETC. AFFECTED

<u>Lots burdened</u>	<u>Lots, name of road or authority benefited</u>
670 to 693 incl.	✓ Every other lot

This is Sheet 2 of a Six Page Instrument  
Approved by the Sutherland Shire Council

*a.g. Kerr*  
.....  
Shire Clerk

*P. Short*

PART 11

Plan **DP239916** -

Subdivision of part of the residue of  
Lot 396 in D.P. 230682 and Easement  
for Support over part of residue of  
Lot 396 in D.P. 230682 covered by Council  
Clerk's Certificate No. 161/70  
of 31/7/70

Full name and address of  
proprietor of the land:

Stocks and Parkes Investments Pty.Limited,  
37 York Street, Sydney.

TERMS OF EASEMENTS FOR DRAINAGE SIX (6) FEET WIDE FIRSTLY REFERRED TO IN  
ABOVEMENTIONED PLAN.

Easement to drain water within the meaning of Part 111 of Schedule 1Va of  
the Conveyancing Act 1919-1964, with the following addition

AND the registered proprietor hereby covenants with the Council that the  
registered proprietor will not -

(a) do permit or suffer any act deed matter or thing whereby the said drain  
shall or shall be likely to become injured or damaged whereby the Council  
shall be prevented from or hampered in constructing maintaining mending  
repairing or cleansing the drain or any part or parts thereof or

(b) interfere with the free flow and passage of soil or water through the same  
AND THAT if the registered proprietor shall do permit or suffer anything which  
shall injure or damage the said drain or any part thereof or shall interfere  
with the free flow and passage of soil or water through the same the registered  
proprietor will forthwith at their own expense properly and substantially repair  
and make good all such injury or damage and restore the free flow and passage of  
soil or water through the said drain and do all things necessary or expedient  
for the purposes aforesaid or any of them AND WILL not erect or permit to be  
erected any building or other erection of any kind or description over the said  
strip of land without the Council's permission in writing being first had and  
obtained.

TERMS OF EASEMENT FOR SUPPORT - VARIABLE WIDTHS FOURTHLY REFERRED TO IN  
ABOVEMENTIONED PLAN.

Full and free right for the body in whose favour the easement is created and  
every person authorised by it to enter go upon return pass and repass with or  
without vehicles in through along and over the servient tenement and to use the  
servient tenement for the purpose of placing thereon all such earth soil cement  
clay sand and other material as shall be necessary or desirable for the purpose  
of constructing reconstructing and forever maintaining on the servient tenement  
a batter to serve as a support for the surface subsoil and undersurface of the  
road adjoining or adjacent to the servient tenement and the said batter when so  
constructed to use at all times hereafter for the purpose of giving such support  
as aforesaid AND the registered proprietor for itself and its successors in  
title covenants that it will not use or permit to be used the servient tenement  
in any manner or for any purpose which may affect or have a tendency to affect  
the stability of the said batter as a support for the road as aforesaid and will  
not do or suffer to be done any act or thing which may injure or damage the said  
batter or in any way impair its efficiency and if it should do or suffer to be  
done any act or thing which may in any way injure damage or impair the said batter  
it will at its own expense properly and substantially repair and make good all  
such injury and damage.

Where herein used words importing the singular number or plural number shall  
include the plural and singular number respectively and words importing the  
masculine gender shall include the feminine or neuter gender.

This is Sheet 3 of a Six Sheet Instrument  
Approved by the Sutherland Shire Council

*[Signature]*

*[Signature]*  
.....  
Shire Clerk



PART 11

Plan:

**DP239916**

Subdivision of part of the residue of  
Lot 396 in D.P. 230682 and Easement  
for Support over part of the residue  
of Lot 396 in D.P. 230682 covered by  
Council Clerk's Certificate No. 161/70  
of 31/7/70

Full name and address of  
proprietor of the land:

Stocks and Parkes Investments Pty.Limited,  
37 York Street, Sydney.

TERMS OF RESTRICTIONS AS TO USER FIFTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

- (a) Not more than one main building shall be erected or permitted to remain on the land hereby burdened.
- (b) No such main building shall be erected or used otherwise than as a single private dwelling house provided that this restriction shall not prevent the use of part of any such building by a medical practitioner or dentist in the practice of his profession.
- (c) No garage or outbuildings shall be erected or permitted to remain on the land hereby burdened except until after or concurrently with the erection of any such main building.
- (d) No building shall be erected on the land hereby burdened with external wall or walls of materials other than brick stone concrete glass or timber or any combination of the same provided that timber shall not be used in external walls except as infill panels in conjunction with all or any of the other materials in this clause referred to and the proportion of timber so used in relation to the total external wall area shall not exceed 25 per cent thereof PROVIDED THAT nothing in this covenant contained shall preclude or prohibit a building having the inner framework of its external walls constructed of timber or other materials with an external brick face or veneer.
- (e) No main building shall be erected or permitted to remain on the land hereby burdened unless the same shall be connected to the sewer if available and if not available to a septic tank installation the design and construction of which is acceptable to the proper authorities. If approval of the said septic tank installation cannot be obtained then connection shall be to a septic closet the design and construction of which is acceptable to the proper authorities.
- (f) Except where otherwise required by any public body or authority no sanitary convenience erected or permitted to remain on the land hereby burdened shall be detached or separated from any main building erected thereon.
- (g) No main building erected or permitted to remain on the land hereby burdened shall have a minimum living area excluding any attached garage or carport under the main roof of less than 1200 square feet.
- (h) Where any sanitary convenience is required by any public body or authority to be and remain detached from any main building no such sanitary convenience shall be erected or permitted to remain in a conspicuous place or position on the land hereby burdened and if the same is visible from the road or other lots in the subdivision the same shall be suitably screened.

This is Sheet 4 of a Six Sheet Instrument

Approved by the Sutherland Shire Council

  
Shire Clerk



INSTRUMENT SETTING OUT TERMS OF BASEMENTS AND RESTRICTIONS AS TO USER INTENDED  
TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964

Sheet 5 of 6 Sheets

PART 11

Plan: **DP239916**

Subdivision of part of the residue of  
Lot 396 in D.P. 230682 and Easement  
for Support over part of the residue  
of Lot 396 in D.P. 230682 covered by  
Council Clerk's Certificate No. 161/70  
of 31/7/70

Full name and address of  
proprietor of the land:

Stocks and Parkes Investments Pty. Limited,  
37 York Street, Sydney.

TERMS OF RESTRICTIONS AS TO USER FIFTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

(Continued)

- (i) Any dividing fence erected along the boundaries of the land hereby  
burdened which extend from the building alignment of the main building  
to the street frontage shall not exceed 2'6" in height.
- (j) For the benefit of any adjoining land owned by the abovenamed proprietor  
but only during the ownership thereof by the proprietor its successors  
and assigns other than transferees on sale no fences shall be erected on  
the land hereby burdened to divide the same from any such adjoining land  
without the consent of the proprietor but such consent shall not be  
withheld if such fence is erected without expense to the proprietor and  
in favour of any person dealing with the transferee <sup>(ON SALE)</sup> such consent shall  
be deemed to have been given in respect of every fence for the time  
being erected.
- (k) The transferee <sup>(ON SALE)</sup> shall not excavate carry away or remove or permit to be  
excavated carried away or removed from the land hereby burdened any  
earth clay stone gravel soil or sand except so far as may be necessary  
for the erection in accordance with the covenants herein contained of  
any house building erection or swimming pool thereon or for any purpose  
incidental and/or ancillary thereto.
- (l) The transferee <sup>(ON SALE)</sup> shall not from the date of the contract for the purchase  
of the lot hereby burdened and for a period of three years after the  
date of registration of the transfer of the said lot and before any  
building is erected on the said lot display thereon any "For Sale" sign  
provided that this restriction shall not operate to prevent the trans-  
feree <sup>(ON SALE)</sup> from selling or otherwise disposing of the said lot without  
recourse to the display of such sign. This restriction shall bind  
the transferee <sup>(ON SALE)</sup> his executors administrators and assigns for the period  
hereinbefore referred to.
- (m) No advertisement hoarding sign or matter of any description shall be  
erected or displayed on the said lot.
- (n) The expression "the land hereby burdened" where herein used shall be  
deemed to refer separately and severally to each lot hereby burdened  
and the restrictions in this covenant contained shall apply to each  
lot as if the transferee had given separate covenants in respect of  
each such lot.

The benefit of the foregoing covenants shall be appurtenant to the lots  
benefitted as set forth in Part 1 hereof.

The burden of the foregoing covenants is upon the lots burdened as set forth  
in Part 1 hereof.

The said covenants or any of them may be released varied or modified by  
Stocks and Parkes Investments Pty. Limited without the consent of any other  
person.

This is Sheet 5 of a Six Sheet Instrument  
Approved by Sutherland Shire Council

*a.g. Kerr*  
.....  
Shire Clerk

//

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED  
TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964

Sheet 6 of 6 Sheets

PART 11

Plan:  
**DP239916**

Subdivision of part of the residue of  
Lot 396 in D.P. 230682 and Easement  
for Support over part of the residue  
of Lot 396 in D.P. 230682 covered by  
Council Clerk's Certificate No. 161/70  
of 31/7/70

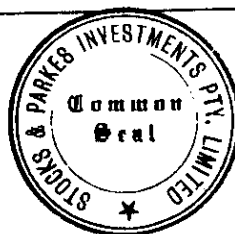
Full name and address of  
proprietor of the land:

Stocks and Parkes Investments Pty.Limited,  
37 Mork Street, Sydney.

Name of person required to release the easements firstly and fourthly  
referred to in the abovementioned plan.

THE COUNCIL OF THE SHIRE OF SUTHERLAND.

THE COMMON SEAL of STOCKS AND PARKES )  
INVESTMENTS PTY. LIMITED was hereunto )  
affixed by authority of the Board of )  
Directors and in the presence of: )



*[Signature]*

Secretary

*[Signature]*

Director

WALLACE JOHN ALFRED AND WARREN FRANCIS ASAREY  
BRADLEY  
duly constituted Attorneys of Commercial & General Acceptance  
Limited under Power of Attorney registered No. 108909  
Miscellaneous Register and No. 20393 Land Titles  
Office hereby state they have no notice of revocation of the said  
Power of Attorney at the time of their executing this Instrument.  
COMMERCIAL & GENERAL ACCEPTANCE LIMITED by its Attorneys:-

*[Signature]*  
(Witness)

*[Signature]*  
(Witness)

SOLICITOR, SYDNEY.

Mortgagee in Mtge. N°K 467591.

Instrument pursuant to Regulation 52D Conveyancing  
Act Regulations, 1961, setting out the terms of  
easements or restrictions as to user created by  
registration of the within-mentioned Deposited Plan. 239916



4.11.1970

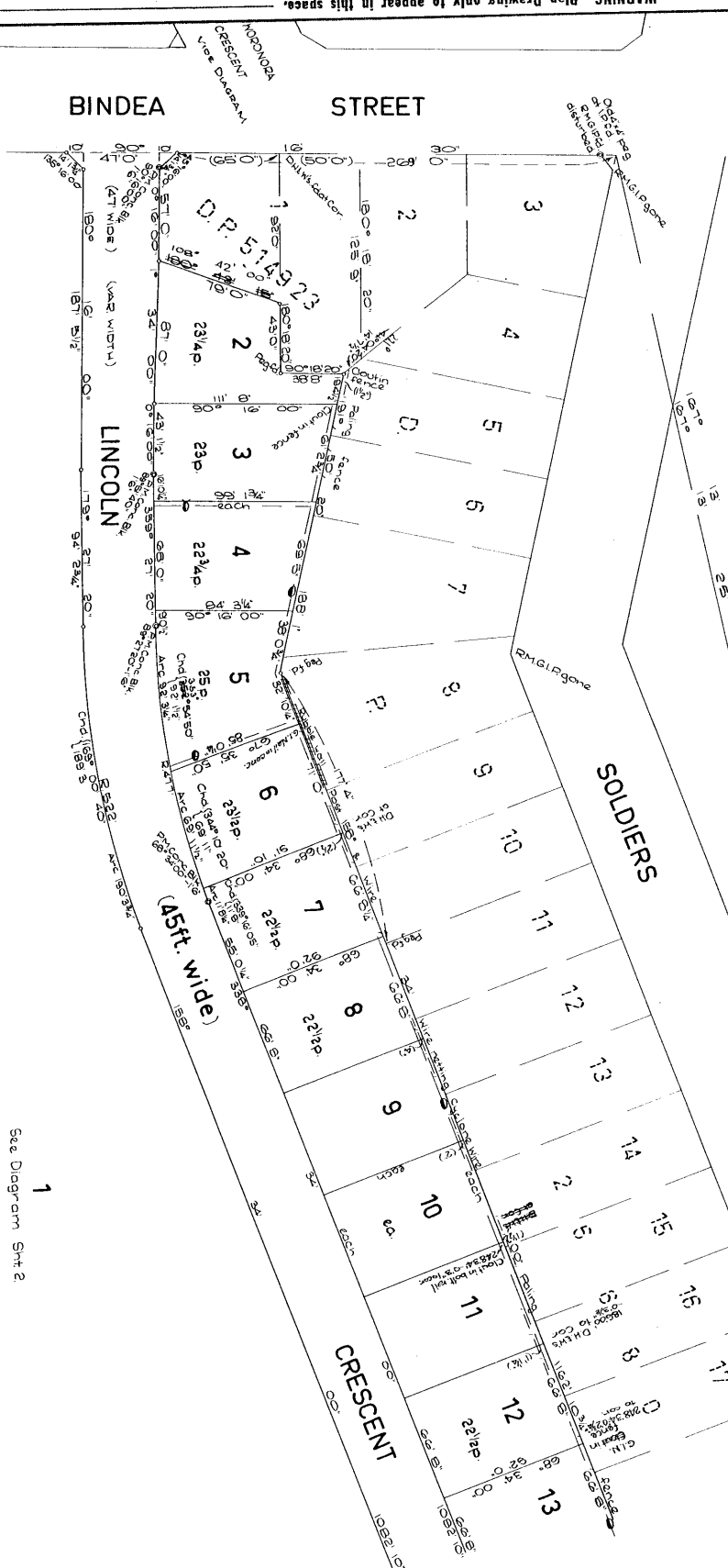
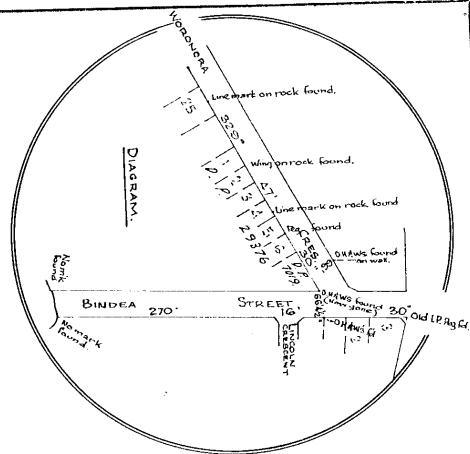
This is Sheet 6 of a Six Sheet Instrument.

Approved by Sutherland Shire Council

*[Signature]*  
Shire Clerk



Plan Form 3—To be used where it is intended to dedicate public roads or public reserves or create drainage reserves, easements, or restrictions as to user.



See Diagram Smt 2

EASEMENT TO DRAIN WATER 3' WIDE. (X)

DP 227758

(E)

Registered: 139,655 of 1,9,1965  
C.A.: 139,655 of 1,9,1965  
Title System: Torrens.

Purpose: Subdivision  
Ref. Map: Sutherland Sh. 124

Last Plan P.A. 184

PLAN OF SUBDIVISION OF  
THE RESIDUE OF THE  
LAND IN CERTIFICATE  
OF TITLE VOL. 8430  
FOL. 59, 6430

Scale: 60 feet to an inch

Mm, Shire

City: SUTHERLAND

Locality: JANNAL

Parish: SUTHERLAND

County: CUMBERLAND

L. Robert Arthur, Ousey.

of 80 Tinda Avenue, Willoughby.

a survey registered under the Surveyors Act, 1929, as amended, and the Surveyors Regulations, 1933, and was completed on 1, 27-8-95.

Signature: R. A. Ousey

Surveyor registered under Surveyors Act, 1929, as amended, Datum line of Assiniboia, A-B, See Sheet 2

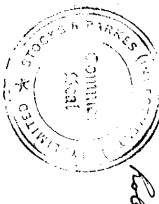
Statement of intention to dedicate public roads or public reserves or create drainage reserves, easements, or restrictions as to user.

(Signatures and seals to appear in panel provided)

It is intended to dedicate the new road LINCOLN CRESCENT TO THE PUBLIC.

It is intended to create pursuant to Sect 88B, CONVEYANCING ACT, 1919-1964 EASEMENT TO DRAIN WATER 3' WIDE

AS SET OUT IN THE ACCOMPANYING INSTRUMENT



\*2 RESTRICTION AS TO USER.

\* Instrument filed as K137145

SURVEYORS REFERENCE 280

OFFICE USE ONLY.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

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

WARNING: Plan Drawing only to appear in this space.

WARNING: Plan Drawing only to appear in this space.

[illegible]

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans); and

(b) The requirements of section 348 of the Metropolitan Water, Sewerage, and Drainage Act, 1924, as amended.

have been complied with by the applicant in relation to the proposed S.W.B. No. 1, S.O.

(Signature) .....

\* NOTE.—This part of certificate to be deleted where the application is only for the opening of a new road or where the land to be subdivided is wholly outside the area of operations of the Metropolitan Water Sewerage and Drainage Board.

FEET INCHES		METRES	
-	1 1/2	0.036	
-	2 1/2	0.051	
-	3 3/4	0.064	
-	3 1/2	0.076	
-	4 1/4	0.102	
1	1 1/4	0.137	
1	6	0.257	
3	7 1/2	0.194	
4	7	1.410	
7	0 1/2	2.135	
11	8 1/4	3.562	
14	1 3/4	4.212	
16	7 1/2	4.955	
19	10 1/4	5.137	
32	1 1/2	5.706	
39	10 1/4	10.014	
39	10 1/4	11.501	
36	0 3/4	11.866	
38	6	13.106	
43	1 1/2	13.445	
43	1	13.416	
45	1	13.1	
47	4	14.326	
50	0 1/4	15.240	
55	0	16.770	
57	5	17.574	
61	2 3/4	18.653	
65	5	19.812	
66	4 1/2	20.117	
66	6	20.321	
66	6	20.350	
66	8 1/4	20.756	
68	5	21.158	
69	11 1/2	21.311	
69	11	21.322	
71	-	21.644	
79	3 1/4	24.07	
84	3 1/4	25.668	
85	0 1/4	26.511	
87	-	26.51	
91	10	27.9991	
99	1 1/2	28.04	
111	6	28.128	
125	9	28.102	
177	4	28.7	
187	5 1/2	30.32	
188	1	34.03	
190	3 3/4	38.123	
199	3	42.99	
269	-	48.1	
477	-	104.3	
522	-	135.1	
1082	10	330.8	
1131	6 1/2	344.8	
1131	5	359.4	
1102	10 3/4	359.4	
AC RD	P	SQ M	
-	22 1/2	569.1	
-	22 3/4	575.4	
-	23	581.7	
-	23 1/4	586.1	
-	23 1/2	594.4	
-	25	632.3	

FLEET INCHES		SQ M	
-	1 1/2	0.036	
-	2 1/4	0.057	
-	2 3/8	0.060	
-	2 3/4	0.070	
-	3	0.127	
-	3 1/2	0.157	
-	4	0.164	
-	4 1/4	0.176	
-	4 1/2	0.182	
-	4 3/4	0.194	
-	5	0.206	
-	5 1/4	0.218	
-	5 1/2	0.230	
-	5 3/4	0.242	
-	6	0.254	
-	6 1/4	0.266	
-	6 1/2	0.278	
-	6 3/4	0.290	
-	7	0.302	
-	7 1/4	0.314	
-	7 1/2	0.326	
-	7 3/4	0.338	
-	8	0.350	
-	8 1/4	0.362	
-	8 1/2	0.374	
-	8 3/4	0.386	
-	9	0.398	
-	9 1/4	0.410	
-	9 1/2	0.422	
-	9 3/4	0.434	
-	10	0.446	
-	10 1/4	0.458	
-	10 1/2	0.470	
-	10 3/4	0.482	
-	11	0.494	
-	11 1/4	0.506	
-	11 1/2	0.518	
-	11 3/4	0.530	
-	12	0.542	
-	12 1/4	0.554	
-	12 1/2	0.566	
-	12 3/4	0.578	
-	13	0.590	
-	13 1/4	0.602	
-	13 1/2	0.614	
-	13 3/4	0.626	
-	14	0.638	
-	14 1/4	0.650	
-	14 1/2	0.662	
-	14 3/4	0.674	
-	15	0.686	
-	15 1/4	0.698	
-	15 1/2	0.710	
-	15 3/4	0.722	
-	16	0.734	
-	16 1/4	0.746	
-	16 1/2	0.758	
-	16 3/4	0.770	
-	17	0.782	
-	17 1/4	0.794	
-	17 1/2	0.806	
-	17 3/4	0.818	
-	18	0.830	
-	18 1/4	0.842	
-	18 1/2	0.854	
-	18 3/4	0.866	
-	19	0.878	
-	19 1/4	0.890	
-	19 1/2	0.902	
-	19 3/4	0.914	
-	20	0.926	
-	20 1/4	0.938	
-	20 1/2	0.950	
-	20 3/4	0.962	
-	21	0.974	
-	21 1/4	0.986	
-	21 1/2	0.998	
-	21 3/4	1.010	
-	22	1.022	
-	22 1/4	1.034	
-	22 1/2	1.046	
-	22 3/4	1.058	
-	23	1.070	
-	23 1/4	1.082	
-	23 1/2	1.094	
-	23 3/4	1.106	
-	24	1.118	
-	24 1/4	1.130	
-	24 1/2	1.142	
-	24 3/4	1.154	
-	25	1.166	
-	25 1/4	1.178	
-	25 1/2	1.190	
-	25 3/4	1.202	
-	26	1.214	
-	26 1/4	1.226	
-	26 1/2	1.238	
-	26 3/4	1.250	
-	27	1.262	
-	27 1/4	1.274	
-	27 1/2	1.286	
-	27 3/4	1.298	

K 237415

K594

1 No fee  
7.2.66

FORM 21

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO  
BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964.

PART 1

**SHEET 1 OF 3 SHEETS**

Plan

**DP227758**

Subdivision of part of the land in Certificate of  
Title Volume 8430 Folio 235 covered by Council  
Clerk's Certificate No. 139/65 of 1st September,  
1965.

Full name and address of  
proprietor of the land:

Stocks and Parkes (Investments) Pty. Limited,  
147a King Street,  
Sydney.

1. Identity of easement or  
restriction firstly referred  
to in abovementioned  
Plan.

Easement to drain water three (3) feet wide.

SCHEDULE OF LOTS ETC. AFFECTED.

Lots burdened

Lots, name of road or authority benefited.

1	22
3	
4	2 and 3 and 5
5	4, 6, 7, 8, 9 and 10, 11
6	7, 8, 9 and 10, 11
7	8, 9 and 10, 11
8	9 and 10, 11
10, 11	10, 11
12	10, 11, 12, 14, 15 and 16 and 17
13	15 and 16 and 17
14	16 and 17
16, 17	16, 18, 19, 20 and 21, 22 and 1
18	19, 20 and 21, 22 and 1
19	20 and 21, 22 and 1
20	21, 22 and 1
22	22 and 1

2. Identity of easement or  
restriction secondly referred  
to in abovementioned  
plan.

Restriction as to user

SCHEDULE OF LOTS ETC. AFFECTED.

Lots burdened

Lots, name of road or authority benefited.

Each lot (excepting Lot 1)

Every other lot

THE COMMON SEAL of STOCKS AND PARKES  
(INVESTMENTS) PTY. LIMITED was hereunto  
affixed by authority of the Board of  
Directors and in the presence of:

*A. Payne*  
Secretary



*R. H. H. H.*  
Director

AND WE HEREBY DECLARE that at the time of  
the execution by us of this instrument we have no  
notice of the revocation of the Power of Attorney  
dated 25th April, 1964, from FINANCE COR-  
PORATION OF AUSTRALIA LIMITED to us  
registered in the Miscellaneous Register No. 78499  
under the authority of which we have executed the  
said instrument.

SIGNED in my presence for and on  
behalf of FINANCE CORPORA-  
TION OF AUSTRALIA LIMITED  
by Peter Alfred George Habbethwaite  
and John David Best  
its duly constituted Attorneys who  
are personally known to me:

*M. L. H. H.*  
*P. H. H.*

Mortgagee under Mortgage No.  
J. 755955

Approved by Sutherland Shire Council

*M. J. Howard*  
M. J. Howard  
(Shire Clerk)

K594

(2)

K237415

K237415

3

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO  
BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964.

PART 2.

Sheet 2

**SHEET 2 OF 3 SHEETS**

Plan

**DP227758**

Subdivision of part of the land in Certificate of  
Title Volume 8430 Folio 235 covered by Council  
Clerk's Certificate No. 139/65 of 1st September,  
1965.

TERMS OF RESTRICTION ON USER REFERRED TO IN THE ABOVEMENTIONED PLAN.

- (a) No building or buildings shall be erected on any of the said lots with any external wall or walls of asbestos cement or other material of a similar nature.
- (b) No main building shall be erected on any of the said lots unless the same shall have a minimum overall internal floor area of 800 square feet.
- (c) No main building shall be erected on any of the said lots having a roof of corrugated tin or iron.
- (d) No privy shall be erected in a conspicuous place or position and if the same is visible from the road or other lots in the subdivision it shall be screened.
- (e) No paling fences shall be erected on any of the said lots.
- (f) No advertisement hoarding sign or matter of any description shall be erected or displayed on any of the said lots.
- (g) No earth stone gravel or trees shall be removed or excavated from the said lots except where such removal or excavation is necessary for the erection of a building or structure or for the safety of the occupants or the prospective occupants thereof.
- (h) No more than one main building shall be erected on any of the said lots and such building shall not be used or permitted to be used other than as a single private dwelling house.
- (i) No main building shall be erected on any of the said lots unless the same shall be connected to the sewer if available and if not available to a septic tank installation the design and construction of which is acceptable to the proper authorities. If approval of the aforementioned septic tank installation cannot be obtained then connection shall be to a septic closet the design and construction of which is acceptable to the proper authorities.

THE COMMON SEAL of STOCKS AND PARKES  
(INVESTMENTS) PTY. LIMITED was hereunto  
affixed by authority of the Board of  
Directors and in the presence of:

*Wayne*  
Secretary



*Director*

Director

AND WE HEREBY DECLARE that at the time of  
the execution by us of this instrument we have no  
notice of the revocation of the Power of Attorney  
dated 25th April, 1964, from FINANCE COR-  
PORATION OF AUSTRALIA LIMITED to us  
registered in the Miscellaneous Register No. 78499  
under the authority of which we have executed the  
said instrument.

SIGNED in my presence for and on  
behalf of FINANCE CORPORA-  
TION OF AUSTRALIA LIMITED  
by Peter Alfred George Hablethwaite  
and John David Best  
its duly constituted Attorneys who  
are personally known to me

Approved by Sutherland Shire Council

.....  
(M.J. Howard)  
Shire Clerk.



SHEET 3 OF 3 SHEETS

Instrument pursuant to Regulation 52D Conveyancing  
Act Regulations, 1961, setting out the terms of  
easements or restrictions as to user created by  
registration of the within-mentioned Deposited Plan. 227758



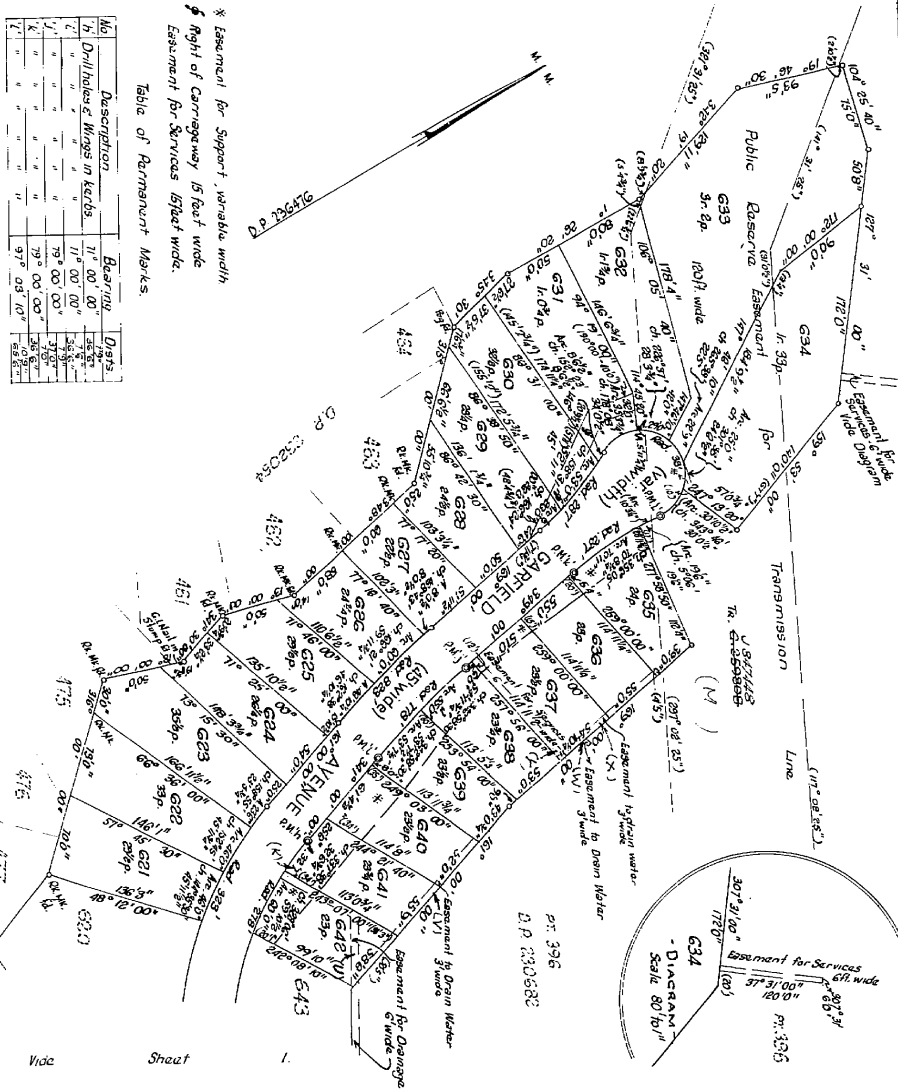
*R 7/2/66*

*R.R. PAYNE*

*4. Gooboorah Rd.  
Cronulla*



From No. 4 - to be used in conjunction with Form 2 of 3.  
WARNING: CREATING OR FOLDING WILL LEAD TO DESTRUCTION.



**D P 236476**  
Registered: 11/11/1988  
This Sheet 2 of my plan is 3  
Shots dated 11/11/1988  
Scale 80/100  
This Sheet 2 of the plan of 3  
Shots covered by my Certificate No. 51108 of 11/11/1988  
Survey registered under Survey Act 1958 as modified

FEET INCHES	SH	2/3
35	10	1/2
36	10	1/2
37	10	1/2
38	10	1/2
39	10	1/2
40	10	1/2
41	10	1/2
42	10	1/2
43	10	1/2
44	10	1/2
45	10	1/2
46	10	1/2
47	10	1/2
48	10	1/2
49	10	1/2
50	10	1/2
51	10	1/2
52	10	1/2
53	10	1/2
54	10	1/2
55	10	1/2
56	10	1/2
57	10	1/2
58	10	1/2
59	10	1/2
60	10	1/2
61	10	1/2
62	10	1/2
63	10	1/2
64	10	1/2
65	10	1/2
66	10	1/2
67	10	1/2
68	10	1/2
69	10	1/2
70	10	1/2
71	10	1/2
72	10	1/2
73	10	1/2
74	10	1/2
75	10	1/2
76	10	1/2
77	10	1/2
78	10	1/2
79	10	1/2
80	10	1/2
81	10	1/2
82	10	1/2
83	10	1/2
84	10	1/2
85	10	1/2
86	10	1/2
87	10	1/2
88	10	1/2
89	10	1/2
90	10	1/2
91	10	1/2
92	10	1/2
93	10	1/2
94	10	1/2
95	10	1/2
96	10	1/2
97	10	1/2
98	10	1/2
99	10	1/2
100	10	1/2

FEET INCHES	SH	2/3	CONTO
35	10	1/2	11.125
36	10	1/2	11.125
37	10	1/2	11.125
38	10	1/2	11.125
39	10	1/2	11.125
40	10	1/2	11.125
41	10	1/2	11.125
42	10	1/2	11.125
43	10	1/2	11.125
44	10	1/2	11.125
45	10	1/2	11.125
46	10	1/2	11.125
47	10	1/2	11.125
48	10	1/2	11.125
49	10	1/2	11.125
50	10	1/2	11.125
51	10	1/2	11.125
52	10	1/2	11.125
53	10	1/2	11.125
54	10	1/2	11.125
55	10	1/2	11.125
56	10	1/2	11.125
57	10	1/2	11.125
58	10	1/2	11.125
59	10	1/2	11.125
60	10	1/2	11.125
61	10	1/2	11.125
62	10	1/2	11.125
63	10	1/2	11.125
64	10	1/2	11.125
65	10	1/2	11.125
66	10	1/2	11.125
67	10	1/2	11.125
68	10	1/2	11.125
69	10	1/2	11.125
70	10	1/2	11.125
71	10	1/2	11.125
72	10	1/2	11.125
73	10	1/2	11.125
74	10	1/2	11.125
75	10	1/2	11.125
76	10	1/2	11.125
77	10	1/2	11.125
78	10	1/2	11.125
79	10	1/2	11.125
80	10	1/2	11.125
81	10	1/2	11.125
82	10	1/2	11.125
83	10	1/2	11.125
84	10	1/2	11.125
85	10	1/2	11.125
86	10	1/2	11.125
87	10	1/2	11.125
88	10	1/2	11.125
89	10	1/2	11.125
90	10	1/2	11.125
91	10	1/2	11.125
92	10	1/2	11.125
93	10	1/2	11.125
94	10	1/2	11.125
95	10	1/2	11.125
96	10	1/2	11.125
97	10	1/2	11.125
98	10	1/2	11.125
99	10	1/2	11.125
100	10	1/2	11.125

FEET INCHES	SH	2/3	CONTO
155	2	1/2	47.295
156	2	1/2	47.295
157	2	1/2	47.295
158	2	1/2	47.295
159	2	1/2	47.295
160	2	1/2	47.295
161	2	1/2	47.295
162	2	1/2	47.295
163	2	1/2	47.295
164	2	1/2	47.295
165	2	1/2	47.295
166	2	1/2	47.295
167	2	1/2	47.295
168	2	1/2	47.295
169	2	1/2	47.295
170	2	1/2	47.295
171	2	1/2	47.295
172	2	1/2	47.295
173	2	1/2	47.295
174	2	1/2	47.295
175	2	1/2	47.295
176	2	1/2	47.295
177	2	1/2	47.295
178	2	1/2	47.295
179	2	1/2	47.295
180	2	1/2	47.295
181	2	1/2	47.295
182	2	1/2	47.295
183	2	1/2	47.295
184	2	1/2	47.295
185	2	1/2	47.295
186	2	1/2	47.295
187	2	1/2	47.295
188	2	1/2	47.295
189	2	1/2	47.295
190	2	1/2	47.295
191	2	1/2	47.295
192	2	1/2	47.295
193	2	1/2	47.295
194	2	1/2	47.295
195	2	1/2	47.295
196	2	1/2	47.295
197	2	1/2	47.295
198	2	1/2	47.295
199	2	1/2	47.295
200	2	1/2	47.295

1. These Plans and Diagrams, together with the Survey, are to be used in conjunction with Form 2 of 3.  
document in my custody this 11th day of July, 1977

2

DP 236476 SH 1/3 CONTD	CONVERSION TABLE ADOPTED IN REGISTRAR GENERAL'S DEPARTMENT	FEET INCHES SH 1/3	METRES
55	5	0	1.6764
56	5	1	1.6905
57	5	2	1.7046
58	5	3	1.7187
59	5	4	1.7328
60	5	5	1.7469
61	5	6	1.7610
62	5	7	1.7751
63	5	8	1.7892
64	5	9	1.8033
65	5	10	1.8174
66	5	11	1.8315
67	5	12	1.8456
68	5	1	1.8597
69	5	2	1.8738
70	5	3	1.8879
71	5	4	1.9020
72	5	5	1.9161
73	5	6	1.9302
74	5	7	1.9443
75	5	8	1.9584
76	5	9	1.9725
77	5	10	1.9866
78	5	11	2.0007
79	5	12	2.0148
80	5	1	2.0289
81	5	2	2.0430
82	5	3	2.0571
83	5	4	2.0712
84	5	5	2.0853
85	5	6	2.0994
86	5	7	2.1135
87	5	8	2.1276
88	5	9	2.1417
89	5	10	2.1558
90	5	11	2.1699
91	5	12	2.1840
92	5	1	2.1981
93	5	2	2.2122
94	5	3	2.2263
95	5	4	2.2404
96	5	5	2.2545
97	5	6	2.2686
98	5	7	2.2827
99	5	8	2.2968
100	5	9	2.3109
101	5	10	2.3250
102	5	11	2.3391
103	5	12	2.3532
104	5	1	2.3673
105	5	2	2.3814
106	5	3	2.3955
107	5	4	2.4096
108	5	5	2.4237
109	5	6	2.4378
110	5	7	2.4519
111	5	8	2.4660
112	5	9	2.4801
113	5	10	2.4942
114	5	11	2.5083
115	5	12	2.5224
116	5	1	2.5365
117	5	2	2.5506
118	5	3	2.5647
119	5	4	2.5788
120	5	5	2.5929
121	5	6	2.6070
122	5	7	2.6211
123	5	8	2.6352
124	5	9	2.6493
125	5	10	2.6634
126	5	11	2.6775
127	5	12	2.6916
128	5	1	2.7057
129	5	2	2.7198
130	5	3	2.7339
131	5	4	2.7480
132	5	5	2.7621
133	5	6	2.7762
134	5	7	2.7903
135	5	8	2.8044
136	5	9	2.8185
137	5	10	2.8326
138	5	11	2.8467
139	5	12	2.8608
140	5	1	2.8749
141	5	2	2.8890
142	5	3	2.9031
143	5	4	2.9172
144	5	5	2.9313
145	5	6	2.9454
146	5	7	2.9595
147	5	8	2.9736
148	5	9	2.9877
149	5	10	3.0018
150	5	11	3.0159
151	5	12	3.0300
152	5	1	3.0441
153	5	2	3.0582
154	5	3	3.0723
155	5	4	3.0864
156	5	5	3.1005
157	5	6	3.1146
158	5	7	3.1287
159	5	8	3.1428
160	5	9	3.1569
161	5	10	3.1710
162	5	11	3.1851
163	5	12	3.1992
164	5	1	3.2133
165	5	2	3.2274
166	5	3	3.2415
167	5	4	3.2556
168	5	5	3.2697
169	5	6	3.2838
170	5	7	3.2979
171	5	8	3.3120
172	5	9	3.3261
173	5	10	3.3402
174	5	11	3.3543
175	5	12	3.3684
176	5	1	3.3825
177	5	2	3.3966
178	5	3	3.4107
179	5	4	3.4248
180	5	5	3.4389
181	5	6	3.4530
182	5	7	3.4671
183	5	8	3.4812
184	5	9	3.4953
185	5	10	3.5094
186	5	11	3.5235
187	5	12	3.5376
188	5	1	3.5517
189	5	2	3.5658
190	5	3	3.5799
191	5	4	3.5940
192	5	5	3.6081
193	5	6	3.6222
194	5	7	3.6363
195	5	8	3.6504
196	5	9	3.6645
197	5	10	3.6786
198	5	11	3.6927
199	5	12	3.7068
200	5	1	3.7209
201	5	2	3.7350
202	5	3	3.7491
203	5	4	3.7632
204	5	5	3.7773
205	5	6	3.7914
206	5	7	3.8055
207	5	8	3.8196
208	5	9	3.8337
209	5	10	3.8478
210	5	11	3.8619
211	5	12	3.8760
212	5	1	3.8901
213	5	2	3.9042
214	5	3	3.9183
215	5	4	3.9324
216	5	5	3.9465
217	5	6	3.9606
218	5	7	3.9747
219	5	8	3.9888
220	5	9	4.0029
221	5	10	4.0170
222	5	11	4.0311
223	5	12	4.0452
224	5	1	4.0593
225	5	2	4.0734
226	5	3	4.0875
227	5	4	4.1016
228	5	5	4.1157
229	5	6	4.1298
230	5	7	4.1439
231	5	8	4.1580
232	5	9	4.1721
233	5	10	4.1862
234	5	11	4.2003
235	5	12	4.2144
236	5	1	4.2285
237	5	2	4.2426
238	5	3	4.2567
239	5	4	4.2708
240	5	5	4.2849
241	5	6	4.2990
242	5	7	4.3131
243	5	8	4.3272
244	5	9	4.3413
245	5	10	4.3554
246	5	11	4.3695
247	5	12	4.3836
248	5	1	4.3977
249	5	2	4.4118
250	5	3	4.4259
251	5	4	4.4400
252	5	5	4.4541
253	5	6	4.4682
254	5	7	4.4823
255	5	8	4.4964
256	5	9	4.5105
257	5	10	4.5246
258	5	11	4.5387
259	5	12	4.5528
260	5	1	4.5669
261	5	2	4.5810
262	5	3	4.5951
263	5	4	4.6092
264	5	5	4.6233
265	5	6	4.6374
266	5	7	4.6515
267	5	8	4.6656
268	5	9	4.6797
269	5	10	4.6938
270	5	11	4.7079
271	5	12	4.7220
272	5	1	4.7361
273	5	2	4.7502
274	5	3	4.7643
275	5	4	4.7784
276	5	5	4.7925
277	5	6	4.8066
278	5	7	4.8207
279	5	8	4.8348
280	5	9	4.8489
281	5	10	4.8630
282	5	11	4.8771
283	5	12	4.8912
284	5	1	4.9053
285	5	2	4.9194
286	5	3	4.9335
287	5	4	4.9476
288	5	5	4.9617
289	5	6	4.9758
290	5	7	4.9899
291	5	8	5.0040
292	5	9	5.0181
293	5	10	5.0322
294	5	11	5.0463
295	5	12	5.0604
296	5	1	5.0745
297	5	2	5.0886
298	5	3	5.1027
299	5	4	5.1168
300	5	5	5.1309
301	5	6	5.1450
302	5	7	5.1591
303	5	8	5.1732
304	5	9	5.1873
305	5	10	5.2014
306	5	11	5.2155
307	5	12	5.2296
308	5	1	5.2437
309	5	2	5.2578
310	5	3	5.2719
311	5	4	5.2860
312	5	5	5.3001
313	5	6	5.3142
314	5	7	5.3283
315	5	8	5.3424
316	5	9	5.3565
317	5	10	5.3706
318	5	11	5.3847
319	5	12	5.3988
320	5	1	5.4129
321	5	2	5.4270
322	5	3	5.4411
323	5	4	5.4552
324	5	5	5.4693
325	5	6	5.4834
326	5	7	5.4975
327	5	8	5.5116
328	5	9	5.5257
329	5	10	5.5398
330	5	11	5.5539
331	5	12	5.5680
332	5	1	5.5821
333	5	2	5.5962
334	5	3	5.6103
335	5	4	5.6244
336	5	5	5.6385
337	5	6	5.6526
338	5	7	5.6667
339	5	8	5.6808
340	5	9	5.6949
341	5	10	5.7090
342	5	11	5.7231
343	5	12	5.7372
344	5	1	5.7513
345	5	2	5.7654
346	5	3	5.7795
347	5	4	5.7936
348	5	5	5.8077
349	5	6	5.8218
350	5	7	5.8359
351	5	8	5.8500
352	5	9	5.8641
353	5	10	5.8782
354	5	11	5.8923
355	5	12	5.9064
356	5	1	5.9205
357	5	2	5.9346
358	5	3	5.9487
359	5	4	5.9628
360	5	5	5.9769
361	5	6	5.9910
362	5	7	6.0051
363	5	8	6.0192
364	5	9	6.0333
365	5	10	6.0474
366	5	11	6.0615
367	5	12	6.0756
368	5	1	6.0897
369	5	2	6.1038
370	5	3	6.1179
371	5	4	6.1320
372	5	5	6.1461
373	5	6	6.1602
374	5	7	6.1743
375	5	8	6.1884
376	5	9	6.2025
377	5	10	6.2166
378	5	11	6.2307
379	5	12	6.2448
380	5	1	6.2589
381	5	2	6.2730
382	5	3	6.2871
383	5	4	6.3012
384	5	5	6.3153
385	5	6	6.3294
386	5	7	6.3435
387	5	8	6.3576
388	5	9	6.3717
389	5	10	6.3858
390	5	11	6.3999
391	5	12	6.4140
392	5	1	6.4281
393	5	2	6.4422
394	5	3	6.4563
395	5	4	6.4704
396	5	5	6.4845
397	5	6	6.4986
398	5	7	6.5127
399	5	8	6.5268
400	5	9	6.5409
401	5	1	

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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AMENDMENTS AND/OR ADDITIONS MADE ON  
PLAN IN THE LAND TITLES OFFICE

This negative is a photograph made as a permanent  
record of a document in the custody of the  
Registrar General this day.  
16 August, 1969



4

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED  
TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964

(Sheet 7 of Eight Sheets)

PLAN:  
DP236476 PART II

Subdivision covered by Council Clerk's  
Certificate No. 51/68 of 14th April 1968

FULL NAME AND ADDRESS OF  
PROPRIETOR OF THE LAND:  
STOCKS & PARKS INVESTMENTS PTY. LIMITED,  
329 George Street, Sydney.

TERMS OF EASEMENTS FOR SERVICES 6'0" WIDE 12'0" WIDE AND 15'0" WIDE SIXTHLY  
6. REFERRED TO IN THE ABOVE-MENTIONED PLAN.

Full and free right for every person who is at any time entitled to an estate  
or interest-in-possession in the land herein indicated as the dominant tenement  
or any part thereof with which the right shall be capable of enjoyment, and  
every person authorised by him to make, layout, construct, erect, install,  
carry, maintain and use through, above on and under the servient tenement all  
drains, pipes, conduits, poles, wires or other equipment and materials necessary  
to provide and carry all or any of water, sewerage, gas, electric light,  
telephone and/or other domestic services to and from the said dominant tenement  
PROVIDED THAT the said drains, pipes, conduits, poles, wires and/or other  
equipment and materials shall be laid in such position so as to cause no  
interference as possible with the rights of carriage, access, necessary  
TOGETHER WITH the right for the grantee and every person authorised by him,  
with any tools, implements or machinery necessary for the purpose to enter  
upon the servient tenement and to remain there for any reasonable time for the  
purpose of laying, inspecting, cleansing, repairing, maintaining or renewing  
such equipment or any part thereof to such extent as he will take all  
reasonable precautions to ensure as little disturbance as possible to the  
surface of the servient tenement and/or free access to the dominant tenement  
and will restore without delay that surface as nearly as practicable to its  
original condition.

Name of person is required to release the easements  
firstly fully and sixthly referred to in the above  
mentioned plan.

THE COUNCIL OF THE SHIRE OF SUTHERLAND.

Col. M. J. W.

This is Sheet 7 of a Eight Sheet Instrument  
Approved by the Sutherland Shire Council

Deputy Shire Clerk

WITNESS to the signature of WALLACE JOHN ALFRED BRADLEY:

Deputy Shire Clerk

WITNESS to the signature of WARREN FRANCIS ASPREY:

Solicitor, Sydney

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED  
TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964

(Sheet 8 of Eight Sheets)

PLAN:  
DP236476

Subdivision covered by Council Clerk's  
Certificate No. 51/68 of 14th April 1968

FULL NAME AND ADDRESS OF  
PROPRIETOR OF THE LAND:  
STOCKS & PARKS INVESTMENTS PTY. LIMITED,  
329 George Street, Sydney.

WALLACE JOHN ALFRED BRADLEY and WARREN FRANCIS ASPREY being the duly constituted  
Attorneys of COMMERCIAL & GENERAL ACCEPTANCE LIMITED under power of Attorney registered  
in the Miscellaneous Register No. 95961 and in the Land Titles Office No. 20204, hereby  
do hereby certify that the above is a true and correct copy of the instrument  
STORIED FOR AND ON BEHALF OF COMMERCIAL & GENERAL  
ACCEPTANCE LIMITED by its said Attorneys:  
WITNESS to signature of WALLACE JOHN ALFRED  
BRADLEY:  
WITNESS to the signature of WARREN FRANCIS  
ASPREY:  
Solicitor, Sydney

THE COMMON SEAL OF STOCKS AND PARKS  
INVESTMENTS PTY. LIMITEDS hereto  
affixed by authority of the board of  
Directors and in the presence of:

Secretary



Director

This is Sheet 8 of a Eight Sheet Instrument  
Approved by the Sutherland Shire Council

Deputy Shire Clerk

WITNESS to the signature of WALLACE JOHN ALFRED BRADLEY:

Deputy Shire Clerk

WITNESS to the signature of WARREN FRANCIS ASPREY:

Solicitor, Sydney

L 53154 (19)

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED  
TO BE CREATED PURSUANT TO SECTION 52D OF THE CONVEYANCING ACT 1919-1966

(Sheet 6 of Eight 8 pages)

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED  
TO BE CREATED PURSUANT TO SECTION 52D OF THE CONVEYANCING ACT 1919-1966  
(Sheet 5 of Eight 8 pages)

DP236476

PAGE 11

PLAN:  
SUBDIVISION covered by Council Clerk's  
Certificate No. 51/68 of 14th April 1968  
STOCKS & SHARES INVESTMENTS PTY. LIMITED  
329 George Street, Sydney.

4. TERMS OF RESTRICTIONS AS TO USER INTENTION REFERRED TO IN THE ABOVEMENTIONED PLAN

(a) That not more than one main building shall be erected or permitted to remain on the land hereby transferred.

(b) That no such main building shall be erected or used otherwise than as a single private dwelling house provided that this restriction shall not prevent the use of part of any such building by a medical practitioner or dentist in the practice of his profession.

(c) That no garage or outbuildings shall be erected or permitted to remain on the land hereby transferred except until after or concurrently with the erection of any such main building.

(d) That no building shall be erected on the land hereby transferred with external wall or walls of masonry other than brick stone concrete glass or timber or any combination of the same provided that timber shall not be used in external walls except as infill panels in conjunction with all or any of the other materials in this clause referred to and the proportion of timber so used in relation to the total external wall area shall not exceed 25 per cent thereof (A.V.I.P.D. 1967) nothing in this covenant contained shall preclude or prohibit a building having the inner framework of its external walls constructed of timber or other materials with an external brick face or veneer.

(e) That no main building shall be erected or permitted to remain on the land hereby transferred unless the same shall be connected to the sewer if available, and if not available to a septic tank installation the design and construction of which is acceptable to the proper authorities. If approval of the said septic tank installation cannot be obtained then connection shall be to a septic closet the design and construction of which is acceptable to the proper authorities.

(f) That except where otherwise required by any public body or authority no sanitary conveniences erected or permitted to remain on the land hereby transferred shall be detached or separated from any main building erected thereon.

(g) That no main building erected or permitted to remain on the land hereby transferred shall have a minimum living area excluding any attached garage or car port under the main roof of less than 1000 square feet.

(h) That where any sanitary convenience is required by any public body or authority to be and remain detached from any main building, no such sanitary convenience shall be erected or permitted to remain in a conspicuous place or position on the land hereby transferred and if the same is visible from the road or other lots in the subdivision the same shall be suitably screened.

This is Sheet 5 of a Eight Sheet Instrument  
Approved by the Sutherland Shire Council

WITNESS to the signature of WALLACE JOHN ALFRED BRADLEY:

WITNESS to the signature of WARREN FRANCIS ASPREY:

Solicitor, Sydney

DP236476

PAGE 11

PLAN:  
SUBDIVISION covered by Council Clerk's  
Certificate No. 51/68 of 14th April 1968  
STOCKS & SHARES INVESTMENTS PTY. LIMITED  
329 George Street, Sydney.

4. TERMS OF RESTRICTIONS AS TO USER INTENTION REFERRED TO IN THE ABOVEMENTIONED PLAN

(Continued)  
(1) That any dividing fence erected along the boundaries of the land hereby transferred which extend from the building alignment of the main building to the street frontage shall not exceed 2'6" in height.

(2) That for the benefit of any adjoining land owned by the transferor but only during the ownership thereof by the transferor its successors and assigns other than purchasers on sale no fence shall be erected on the land hereby transferred to divide the same from such adjoining land without the consent of the transferor but such consent shall not be withheld if such fence is erected without expense to the transferor and in favour of any person dealing with the transferor such consent shall be deemed to have been given in respect of every such fence for the time being erected.

(3) That the transferee shall not exercise to carry away or remove or permit to be excavated carried away or removed from the land hereby transferred any earth clay stone gravel soil or sand except so far as may be necessary for the erection in accordance with the covenants herein contained of any house building erection or retaining wall thereon or for any purpose incidental and/or ancillary thereto.

(4) That the expression "the land hereby transferred" where herein used shall be deemed to refer separately and severally to each lot hereby transferred and the restrictions in this covenant contained shall apply to each lot as if the transferee had given separate covenants in respect of each such lot.

(5) No advertisement displaying sign or matter of any description shall be erected or displayed on the said lot.

The benefit of the foregoing covenants shall be appurtenant to the lots benefited as set forth in Part 1 hereof.

The burden of the foregoing covenants is upon the lots burdened as set forth in Part 1 hereof.  
The said covenants or any of them may be released varied or modified by the Registered Proprietor for the time being of the said land.

This is Sheet 6 of a Eight Sheet Instrument  
Approved by the Sutherland Shire Council

WITNESS to the signature of WALLACE JOHN ALFRED BRADLEY:

WITNESS to the signature of WARREN FRANCIS ASPREY:

Solicitor, Sydney

L 53154

S. Clewood

Instrument pursuant to Regulation 52D Conveyancing Act  
Regulations, 1961, setting out the terms of easements or  
restrictions as to user created by registration of the  
within-mentioned Deposited Plan.

D.P. 236476

22.5.1968

This negative is a photograph made as a permanent  
record of a document in the custody of the  
Registrar General this day.  
16 August, 1969



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AMENDMENTS AND/OR ADDITIONS MADE ON  
PLAN IN THE LAND TITLES OFFICE



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AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

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16 August, 1969

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USES INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964

(Sheet 3 of Eight Sheets)

PLAN: DP236476

Subdivision covered by Council Clerk's Certificate No.51/68 of 11th April 1968  
Stocks & Parkes Investments Pty. Limited  
329 George Street, Sydney.

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND:

6. Identity of easement or restriction Sixtily referred to in abovementioned plan.

(a) Easement for Services  
(b) Easement for Services 15'0" wide  
(c) Easement for Services 15'0" wide

SCHEDULE OF LOTS ETC. AFFECTED.

(a) LOTS BURDENED

637  
INSIDE 386 in D.P. 230682

INSIDE 386 in D.P. 230682

(b) LOTS BURDENED

601

(b) LOTS, NAME OF ROAD OR AUTHORITY  
DRAFTED.

(c) LOTS BURDENED

629  
630  
631  
632

(c) LOTS, NAME OF ROAD OR AUTHORITY  
DRAFTED.

7. Identity of easement or restriction Seventily referred to in abovementioned plan.

(a) LOTS BURDENED

629  
630  
631  
632

(a) LOTS, NAME OF ROAD OR AUTHORITY  
DRAFTED.

(b) LOTS BURDENED

629  
630  
631  
632

(b) LOTS, NAME OF ROAD OR AUTHORITY  
DRAFTED.

(c) LOTS BURDENED

629  
630  
631  
632

(c) LOTS, NAME OF ROAD OR AUTHORITY  
DRAFTED.

This is Sheet 3 of a Eight Sheet Instrument

Approved by the Sutherland Shire Council

Witness to the signature of WALLACE JOHN ALFRED BRADLEY

Witness to the signature of MARGARET FRANCIS ASHLEY

Solicitor, Sydney

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USES INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964

(Sheet 4 of Eight Sheets)

PLAN: DP236476

Subdivision covered by Council Clerk's Certificate No.51/68 of 11th April 1968  
Stocks & Parkes Investments Pty. Limited  
329 George Street, Sydney.

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND:

2. TERMS OF EASEMENTS FOR DISTANCE 6'0" WITH FREEDOM REFERRED TO IN THE ABovementioned PLAN

Easement to drain water within the meaning of Part 111 of Schedule 1A of the Conveyancing Act 1919-1964, with the following addition

AND the registered proprietors hereby covenant with the Council that the registered proprietors will not -

(a) do permit or suffer any act, deed, matter or thing whereby the said drain shall be prevented from or hampered in constructing maintaining meeting repairing or cleansing the drain or any part or parts thereof or

(b) interfere with the free flow and passage of soil or water through the same

AND if any of the registered proprietors shall do permit or suffer anything which shall injure or damage the said drain or any part thereof or shall interfere with the free flow and passage of soil or water through the same the registered proprietors will forthwith at their own expense properly and substantially repair and make good all such injury or damage and do all things necessary or expedient for the purposes aforesaid or any of them AND still not erect or permit to be erected any building or other erection of any kind or description over the said strip of land without the Council's permission in writing being first had and obtained.

3. TERMS OF EASEMENTS WITH EIGHT VARIABLE WIDTHS REFERRED TO IN THE ABovementioned PLAN

Full and free right for the body in whose favour the covenant is created and every person authorised by it to enter upon retaining lanes and roads with and without vehicles in through along and over the servient tenement and lane or the servient tenement for the purpose of placing thereon all such earth soil or other material as shall be necessary or desirable for the purpose of constructing reconstructing and forever maintaining and repairing the easement a better to serve as a support for the said tenement and the said better of the road adjoining or adjacent to the servient tenement and the said better when so constructed to use at all times hereafter for itself and its successors in title covenants that it will not use or permit to be used the said support as aforesaid and the registered proprietor for itself and its successors in title covenants that it will not use or permit to be used the said support as aforesaid and will not do or suffer to be done any act or thing which may injure or damage the said better or in any way impair its efficiency and if it should do or suffer to be done any act or thing which may in any way injure or damage the said better it will at its own expense properly and substantially repair and make good all such injury and damage.

There herein used, words importing the singular number of "person" shall include the plural and singular number respectively, and words importing the masculine gender shall include the feminine or neuter gender.

This is Sheet 4 of a Eight Sheet Instrument

Approved by the Sutherland Shire Council

Witness to the signature of WALLACE JOHN ALFRED BRADLEY

Witness to the signature of MARGARET FRANCIS ASHLEY

Solicitor, Sydney

This is Shout  
Approved by t

no fee  
2/3/5/68

(Sheet 1 of Eight Sheets)

DP236476

Stocks & Shares Investments Pty. Limited  
320 George Street, Sydney.

1. Identity of easement or easements to drain water 5' or wider restriction firstly referred to in above-mentioned plan.

### **SCHEDULE OF LOT'S AFFECTED**

LOGS SUBMITTED	LOGS, NAME OF WOOD OR COMBUSTIBLE IDENTIFIED
636	636
637	635, 636, 638
640	639
641	638, 640
642	639, 640, 641
LOGS 366 In D.N. 230662	633, 636, 637, 638

2. Identity of easement or restriction secondly referred to in abovementioned plan.

SCHEDULE OF LOSSES AFFECTED.

1073. SHARPLED	1073. NAME OF HEAD OR AUTHORITY MENTIONED
RESIDUE 10 <sup>1</sup> 266 in D. I. 230682	The Council of the Shire of Sutherland
612	The Council of the Shire of Sutherland
649	The Council of the Shire of Sutherland
605	The Council of the Shire of Sutherland
612	The Council of the Shire of Sutherland


This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.

WITNESS to the signature of WALLACE  
JOHN ALFRED BRADLEY:

WITNESS to the signature of  
WARREN FRANCIS ASPREY:

*Handwritten:* Solicitor, Sydney

Reck

This is Sheet 1 of a Eight Sheet Instrument . . . . .  
Approved by the Sutherland Shire Council . . . . .  
  
Deputy Shire Clerk

*Deputy Shlre Clerk*

14

(Sheet 2 of Eight Sheets)

PLAN: DP236476

Stocks & Parkes Investments Pty. Limited  
519 George Street, Sydney.

5. Identity of essence or restriction "thirdly referred to in above-mentioned plan.

SCOTCH & LOGS LTD., LIMITED.

LOTS SUBDIVIDED	
PLATS, NAME OF ROAD OR ALTERNATE IDENTIFYING,	
The Council of the Shire of Sutherland	608
The Council of the Shire of Sutherland	609
The Council of the Shire of Sutherland	610
The Council of the Shire of Sutherland	624
The Council of the Shire of Sutherland	635
The Council of the Shire of Sutherland	636
The Council of the Shire of Sutherland	637
The Council of the Shire of Sutherland	638
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The Council of the Shire of Sutherland	647
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The Council of the Shire of Sutherland	649
The Council of the Shire of Sutherland	650

4. Identity of easement or restriction roughly referred to in above mentioned plan.

SCHEDULE OF LOSSES ETC., AFFECTED.

<u>LOTS DISPOSED</u>	<u>LOTS, NAME OF ROAD OR AUTHORITY BENEFITED</u>
Each lot	Every other lot
<p>5. Identity of agreement or prescription briefly referred to in abovementioned plan.</p> <p><u>SCHEDULE OF LOTS BENEFITED.</u></p>	<p>"Right of Carriageway 12'0" wide.</p>
<u>LOTS BENEFITED</u>	<u>LOTS, NAME OF ROAD OR AUTHORITY BENEFITED</u>
601	602

This is Sheet 2 of a Eight Sheet Instrument approved by the Sutherland Shire Council

126-2412

WITNESS to the signature of WALLACE JOHN  
ALFRED BRADLEY:

Deputy Shire Clerk

WITNESS to the signature of WARREN FRANCIS ASPREY:

Solictor, Sydney



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 193755**

New South Wales

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)



FEES: £ s. d.  
 Lodgment 2:10  
 Endorsement :  
 Certificate Kes. 1:11

3:10

(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, THOMAS ALLISON HOLT of Hooker House, Angel Place, Sydney, Pastoralist.

(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 TWO HUNDRED AND THREE THOUSAND FIVE HUNDRED POUNDS

(£203,500) (the receipt whereof is hereby acknowledged) paid to me by

PARKE DEVELOPMENTS PTY. LIMITED

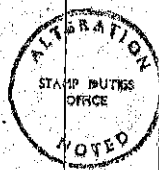
do hereby transfer to

PARKE DEVELOPMENTS PTY. LIMITED of 147a King Street, Sydney

(herein called transferee)

ALL such my 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	SUTHERLAND	PART	6424	59	The residue of portion 8 as is contained in the said Certificate of Title comprised in Certificate of Title Volume 6424 Folio 59 after Transfer 6421995, excepting the addition to existing roads provided in M.R.S. (R.P.) 80417 and D.P. 26680.



6424-59

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 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, 1919, should accompany the transfer.

②

J193755

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

<sup>4</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, 1919-1954.

ENCUMBRANCES, &c., REFERRED TO.

Reserving unto the Transferor all mines, beds, seams and veins of coal, iron and other metals and minerals which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby transferred PROVIDED HOWEVER that no mining operations or any other work whatsoever shall be carried on by or on behalf of the Transferor on the surface of the land hereby transferred or to a depth of 50' beneath it without the written consent of the Transferee first had and obtained.

~~ENCUMBRANCES, &c., REFERRED TO.~~

<sup>4</sup> A very short note will suffice.

K 1165-2 St 437

16238P-1

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

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 105 (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 Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

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

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

Signed at Lydney the 15<sup>th</sup> day of November 1962  
Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

THE COMMON SEAL of PARKES DEVELOPMENTS  
Signed in my presence by the transferor  
PTY. LIMITED was hereunto affixed by  
Order of the Board of Directors and  
in the presence of;

W. Rudd  
Acting Secretary.

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



#### 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 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.

**J 193755**

LODGED BY OWEN JONES McHUTCHISON

No. \_\_\_\_\_

Phone 25-1243

**FEES.**

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

- (a) £2 where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £2 5s. 0d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of 10s. is made in each of the following—
  - (i) where a restrictive covenant is imposed; or
  - (ii) a new easement is created; or
  - (iii) a partial discharge of mortgage is endorsed on the transfer.
- (c) Where a new Certificate of Title must issue the scale charges are—
  - (i) £2 for every Certificate of Title not exceeding 16 folios and without diagram;
  - (ii) £3 10s. 0d. for every Certificate of Title not exceeding 16 folios with one simple diagram;
  - (iii) as approved where more than one simple diagram, or an extensive diagram will appear.

Where the outgrossing exceeds 16 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 	MEMORANDUM OF TRANSFER <i>Reas. of mine of coal etc.</i>	
Checked by <i>KO</i>	Particulars entered in Register Book, Volume <i>6424</i> Folio <i>59</i>	
Passed (in S.D.B.) by <i>AB</i>	the <i>18<sup>th</sup></i> day of <i>February</i> 19 <i>63</i> at <i>80</i> minutes past <i>3</i> o'clock in the <i>after</i> noon.	
Signed by	 Registrar-General	

**PROGRESS RECORD.**

	Initials.	Date.
Sent to Survey Branch		
Received from Records	<i>AB</i>	<i>19/2/62</i>
Draft written	<i>O'Clock</i>	<i>20/2/62</i>
Draft examined	<i>S. Hutchison</i>	
Diagram prepared	<i>AB</i>	<i>21/2/62</i>
Diagram examined	<i>AB</i>	<i>7/1</i>
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk		

Vol. **8430** Fol. **235**

*J 193756/7 to follow*

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

16238RP.1

16238RP.1





## Applicant:

Endeavour Conveyancing Services - Engadine  
P O Box 659  
ENGADINE NSW 2233

## Planning Certificate – Section 10.7 (2) Certificate Environmental Planning and Assessment Act, 1979

Certificate no:	ePC:19/3739	Delivery option:	
Certificate date:	16/09/2019	Your reference:	WHITE

## Property:

Lot 685 DP 239916  
103 Washington Drive BONNET BAY NSW 2226

## Zone:

\* Sutherland Shire Local Environmental Plan 2015

Zone E3 Environmental Management

### Notes:

- (a) The information in this certificate only relates to the real property Identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.
- (b) The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.

### Disclaimer:

- (a) This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.

---

**INFORMATION PURSUANT TO SECTION 10.7(2),  
ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979**

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

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

- \* Sutherland Shire Local Environmental Plan 2015
- \* Greater Metropolitan Regional Environmental Plan No. 2 - Georges River Catchment (5/2/1999) (deemed SEPP).
- \* Sydney Regional Environmental Plan No.09 (Extractive Industry (No.2) 1995) (deemed SEPP).
- \* SEPP (Building Sustainability Index: BASIX) 2004
- \* SEPP (Exempt and Complying Development Codes) 2008
- \* SEPP (Affordable Rental Housing) 2009
- \* SEPP (Coastal Management) 2018
- \* SEPP (Educational Establishments & Child Care Facilities) 2017
- \* SEPP (Infrastructure) 2007
- \* SEPP (Mining, Petroleum & Extractive Industries) 2007
- \* SEPP (Miscellaneous Consent Provisions) 2007
- \* SEPP No.19 - Bushland in Urban Areas
- \* SEPP No.21 - Caravan Parks
- \* SEPP No.33 - Hazardous and Offensive Development
- \* SEPP No.50 - Canal Estates
- \* SEPP No.55 - Remediation of Land

- \* SEPP No.64 - Advertising and Signage
- \* SEPP No.65 - Design Quality of Residential Flats
- \* SEPP No.70 - Affordable Housing (Revised Schemes)
- \* SEPP (State and Regional Development) 2011
- \* SEPP (State Significant Precincts) 2005
- \* SEPP (Vegetation in Non-Rural Areas) 2017
- \* SEPP (Concurrences) 2018
  
- \* SEPP (Primary Production and Rural Development) 2019

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

The following Draft State Environmental Planning Policies apply: Amendments to SEPP (Infrastructure) 2007, SEPP (Mining, Petroleum Production and Extractive Industries) 2007, SEPP (Housing for Seniors or People with a Disability) 2004, SEPP (State Significant Precincts) 2005, SEPP (Exempt and Complying Development Codes) 2008, and new draft policies - SEPP Environment, SEPP Short-term Rental Accommodation and SEPP Remediation of Land.

Draft SSLEP2015 Landscaped Area - Existing Non-Compliances applies to the land. The amendment proposes to introduce flexibility into the landscaped area provisions of the Plan to allow consent to be granted despite an existing non-compliant landscaped area for specific types of development.

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

## Sutherland Shire Development Control Plan 2015

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

### **2. Zoning and land use under relevant LEPs**

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) in any zone (however described).

- (a) The name and number of the zone:

**Sutherland Shire Local Environmental Plan 2015  
Zone E3 Environmental Management**

- (b) Permitted without consent:

Home occupations

- (c) Permitted with consent:

Bed and breakfast accommodation; Boat sheds; Dwelling houses; Environmental protection works; Flood mitigation works; Health consulting rooms; Home businesses; Home industries; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Roads; Secondary dwellings; Tank-based aquaculture

- (d) Prohibited:

Industries; Multi dwelling housing; Residential flat buildings; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item (b) or (c).

- (e) Minimum land dimensions fixed for the erection of a dwelling-house on the land:

Under Sutherland Shire Local Environmental Plan 2015 there are no relevant development standards for the erection of a dwelling house due to site dimensions.

- (f) Does the land include or comprise critical habitat?

No



(g) Is the land in a conservation area?

No

(h) Is an item of environmental heritage situated on the land?

There is no item of environmental heritage situated on the property.

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

To the extent that the land is within any zone (however described) under:

(a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* (**the 2006 SEPP**), or

(b) a Precinct Plan (within the meaning of the 2006 SEPP), or

(c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a)-(h) in relation to that land (with a reference to “the instrument” in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

Note: Sutherland Shire Council does not currently have any land in the Growth Centres that has been zoned by a Precinct Plan in the Appendices to this SEPP, proposed to be zoned in a draft Precinct Plan (that has been publicly exhibited or formally consulted on) or has been zoned under Part 3 of the Growth Centres SEPP.

### 3. Complying Development

- (1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- (2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

#### **Housing Code**

Complying development may not be carried out under this Code. The land is affected by specific land exemptions.

The land is an environmentally sensitive area, being land that is wholly identified as “coastal wetlands” or “littoral rainforest” on the Coastal Wetlands and Littoral Rainforests Area Map (within the meaning of State Environmental Planning Policy (Coastal Management) 2016) or within 100 metres thereof.

(Note: this code applies only to land within, or proposed to be within, the following zones R1, R2, R3, R4 or RU5. Check the zoning on the front of this certificate.)

#### **Housing Alterations Code**

Complying development may not be carried out on the land under the Housing Internal Alterations Code. The land is affected by specific land exemptions.

The land is an environmentally sensitive area, being land that is wholly identified as “coastal wetlands” or “littoral rainforest” on the Coastal Wetlands and Littoral Rainforests Area Map (within the meaning of State Environmental Planning Policy (Coastal Management) 2016) or within 100 metres thereof.

#### **Commercial and Industrial Alterations Code**

Complying development may not be carried out on the land under the Commercial and Industrial Alterations Code. The land is affected by specific land exemptions.

The land is an environmentally sensitive area, being land that is wholly identified as “coastal wetlands” or “littoral rainforest” on the Coastal Wetlands and Littoral Rainforests Area Map (within the meaning of State Environmental Planning Policy (Coastal Management) 2016) or within 100 metres thereof.

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

Complying development may not be carried out on the land under the Commercial and Industrial (New Buildings and Alterations) Code. The land is affected by specific land exemptions.

The land is an environmentally sensitive area, being land that is wholly identified as “coastal wetlands” or “littoral rainforest” on the Coastal Wetlands and Littoral Rainforests Area Map (within the meaning of State Environmental Planning Policy (Coastal Management) 2016) or within 100 metres thereof.

(Note: this code applies only to land within, or proposed to be within, the following zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3. Check the zoning on the front of this certificate.)

### **Container Recycling Facilities Code**

Complying development may not be carried out on the land under the Container Recycling Facilities Code. The land is affected by specific land exemptions.

The land is an environmentally sensitive area, being land that is wholly identified as “coastal wetlands” or “littoral rainforest” on the Coastal Wetlands and Littoral Rainforests Area Map (within the meaning of State Environmental Planning Policy (Coastal Management) 2016) or within 100 metres thereof.

### **Subdivisions Code**

Complying development may not be carried out on the land under the Subdivisions Code. The land is affected by specific land exemptions.

The land is an environmentally sensitive area, being land that is wholly identified as “coastal wetlands” or “littoral rainforest” on the Coastal Wetlands and Littoral Rainforests Area Map (within the meaning of State Environmental Planning Policy (Coastal Management) 2016) or within 100 metres thereof.

### **Rural Housing Code**

Complying development may not be carried out on the land under the Rural Housing Code. The land is affected by specific land exemptions.

The land is an environmentally sensitive area, being land that is wholly identified as “coastal wetlands” or “littoral rainforest” on the Coastal Wetlands and Littoral Rainforests Area Map (within the meaning of State Environmental Planning Policy (Coastal

Management) 2016) or within 100 metres thereof.

(Note: this code applies only to land within, or proposed to be within, the following zones RU1, RU2, RU3, RU4, RU6 or R5. Check the zoning on the front of this certificate.)

### **Low Rise Medium Density Housing Code**

Complying development may not be carried out under the Low Rise Medium Density Housing Code. The land is affected by specific land exemptions.

The land is an environmentally sensitive area, being land that is wholly identified as “coastal wetlands” or “littoral rainforest” on the Coastal Wetlands and Littoral Rainforests Area Map (within the meaning of State Environmental Planning Policy (Coastal Management) 2016) or within 100 metres thereof.

(Note: All land in the Sutherland Shire is deferred from this code until the 31<sup>st</sup> of October 2019.)

### **Green Field Housing Code**

Complying development may not be carried out under the Greenfield Housing Code. The land is affected by specific land exemptions.

The land is an environmentally sensitive area, being land that is wholly identified as “coastal wetlands” or “littoral rainforest” on the Coastal Wetlands and Littoral Rainforests Area Map (within the meaning of State Environmental Planning Policy (Coastal Management) 2016) or within 100 metres thereof.

(Note: This code applies to land within the Greenfield Housing Code Area as mapped in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.)

### **General Development Code**

Complying development may not be carried out on the land under the General Development Code. The land is affected by specific land exemptions.

The land is an environmentally sensitive area, being land that is wholly identified as “coastal wetlands” or “littoral rainforest” on the Coastal Wetlands and Littoral Rainforests Area Map (within the meaning of State Environmental Planning Policy (Coastal Management) 2016) or within 100 metres thereof.

### **Demolition Code**

Complying development may not be carried out on the land under the Demolition Code. The land is affected by specific land

exemptions.

The land is an environmentally sensitive area, being land that is wholly identified as “coastal wetlands” or “littoral rainforest” on the Coastal Wetlands and Littoral Rainforests Area Map (within the meaning of State Environmental Planning Policy (Coastal Management) 2016) or within 100 metres thereof.

### **Fire Safety Code**

Complying development may not be carried out on the land under the Fire Safety Code. The land is partially affected by specific land exemptions.

The land is an environmentally sensitive area, being land that is wholly identified as “coastal wetlands” or “littoral rainforest” on the Coastal Wetlands and Littoral Rainforests Area Map (within the meaning of State Environmental Planning Policy (Coastal Management) 2016) or within 100 metres thereof.

### **Inland Code**

Complying development may not be carried out under this Code. The land is affected by specific land exemptions.

The land is an environmentally sensitive area, being land that is wholly identified as “coastal wetlands” or “littoral rainforest” on the Coastal Wetlands and Littoral Rainforests Area Map (within the meaning of State Environmental Planning Policy (Coastal Management) 2016) or within 100 metres thereof.

(Note: This code only applies to local government areas specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. At this time it does not apply to the Sutherland Shire.)

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

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

There are no properties subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services.



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

## 5. Mine Subsidence

Is the land proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*?

No

## 6. Road Widening and Road Realignment

- (a) Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

No

- (b) Is the land affected by any road widening or road realignment under any environmental planning instrument?

No

- (c) Is the land affected by any road widening or road realignment under any resolution of the Council?

No

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

- (a) Is the land affected by a policy adopted by the council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulfate or any other risk?

This land has been wholly or partly identified as bush fire prone land under the Rural Fire Service's Bush Fire Prone Land Mapping for the Sutherland Shire. Chapter 39 of Sutherland Shire Development Control Plan 2015 sets controls for the development of Bush Fire Prone Land.

The land has been classified as Class 5 on the Acid Sulfate Soils

Maps in the Sutherland Shire Local Environmental Plan 2015. Accordingly the land is subject to the provisions of clause 6.1 which detail the restrictions to works within this Class.

- (b) Is the land affected by a policy adopted by any other public authority that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate or any other risk?

No

## **7A. Flood related development controls information**

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

No

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

No

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

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

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act?

No

## 9. Contribution Plans

Council has adopted the following Contribution Plans that apply to the land:

- \* The 2016 Section 94A Development Contributions Plan applies to this property (Effective 01/01/17).

## 9A. Biodiversity certified land

If the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*, a statement to that effect.

**Note.** Biodiversity certified land includes land certified under Part 7AA of the *Threatened Species Conservation Act 1995* that is taken to be certified under Part 8 of the *Biodiversity Conservation Act 2016*.

No

## 10. Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

**Note.** Biodiversity stewardship agreements include biobanking agreements under Part 7A of the *Threatened Species Conservation Act 1995* that are taken to be biodiversity stewardship agreements under Part 5 of the *Biodiversity Conservation Act 2016*.

No

## 10A. Native vegetation clearing set asides

If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

No

## 11. Bush fire prone land

Is the land bush fire prone?



All of the land to which this certificate relates is bushfire prone land as defined under the Environmental Planning and Assessment Act 1979.

## **12. Property Vegetation Plans**

Has Council been notified that a property vegetation plan under the *Native Vegetation Act 2003* applies to the land?

No

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

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

No.

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

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

No

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

Is there a current site compatibility certificate (seniors housing) under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004, of which the council is aware, in respect of proposed development on the land? If there is a certificate, the period for which the certificate is current. Are there any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

No

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

Is there a valid site compatibility certificate (of which the council is aware), issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 in respect of proposed development on the land?

No

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

Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land? If so this statement sets out the period for which the certificate is current and any conditions pursuant to cl17(1) or cl38(1) of SEPP (Affordable Rental Housing) 2009.

No

## **18. Paper subdivision information**

Is the land subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot? If so, this statement sets out the date of any subdivision order that applies to the land.

Note: Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

No

## **19. Site verification certificates**

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

If so, this statement includes:

- (a) the matter certified by the certificate, and
- (b) the date on which the certificate ceases to be current (if any), and
- (c) that a copy may be obtained from the head office of the Department of Planning and Infrastructure.

Note. A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

No

## 20. Loose-fill asbestos insulation

Is the land to which the certificate relates identified on the Loose-Fill Asbestos Insulation Register maintained by the Secretary of NSW Fair Trading?

No

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

Are there any affected building notices of which the council is aware that is in force in respect of the land.

No

If so, this statement includes:

- (a) whether there is any 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
- (b) whether any 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.

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

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

**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) Is the land significantly contaminated land within the meaning of that Act?

No

- (b) Is the land subject to a management order within the meaning of that Act?

No

- (c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?

No

- (d) Is the land subject to an ongoing maintenance order within the meaning of that Act?

No

(e) Is the land subject of a site audit statement within the meaning of that Act?

No

### **Any Other Prescribed Matter**

**Note:** Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the Council is provided with a copy of the exemption or authorisation by the Co-ordinator General under the Act.

No

### **Additional Information**

Council holds additional information relating to this property for provision in accordance with Section 10.7(5) of the Environmental Planning and Assessment Act, 1979.

For further information please telephone [02] 9710 0333.

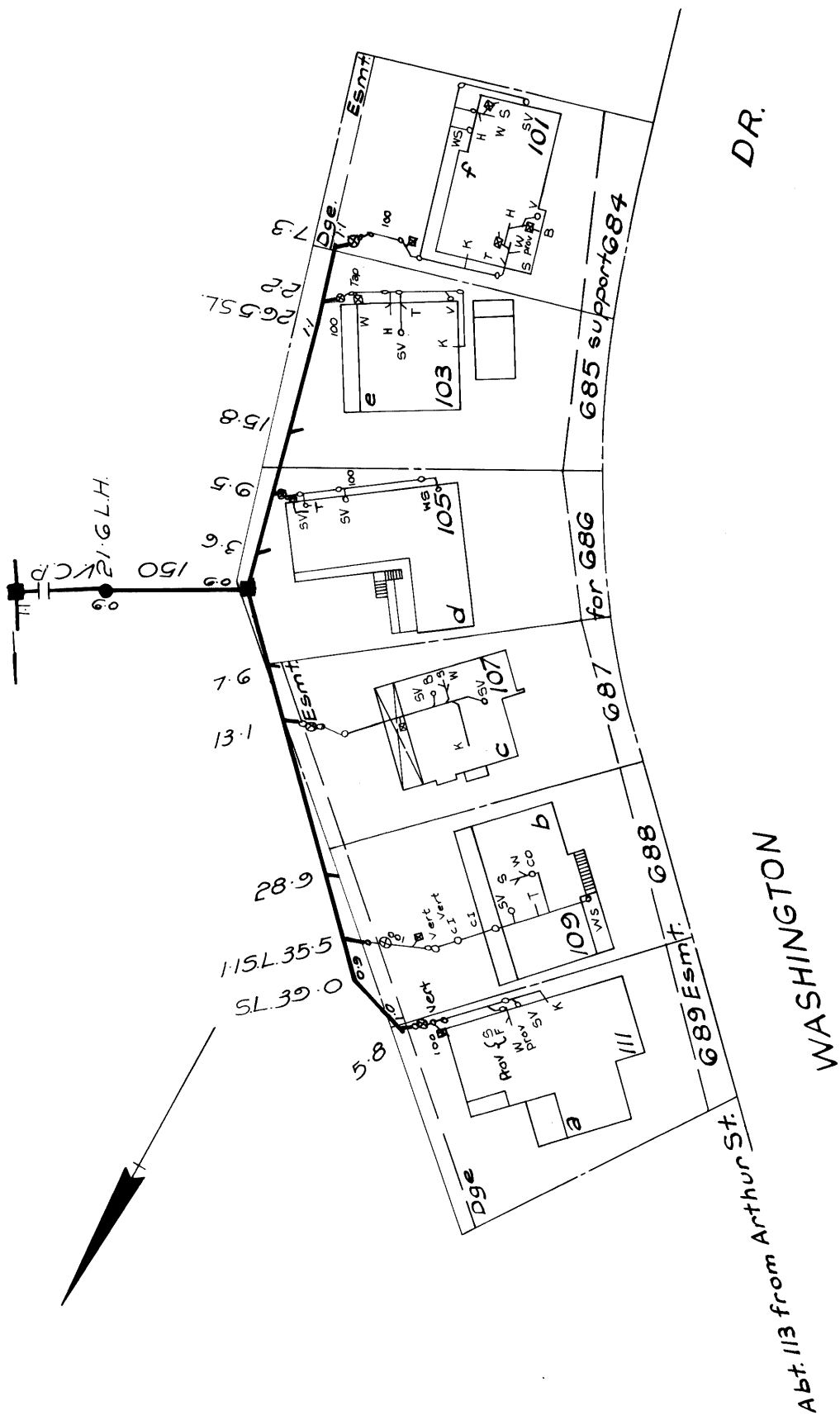
Yours faithfully

A handwritten signature in black ink, appearing to read 'Mark Carlon', with a long horizontal line extending to the right.

Mark Carlon  
Manager Strategic Planning

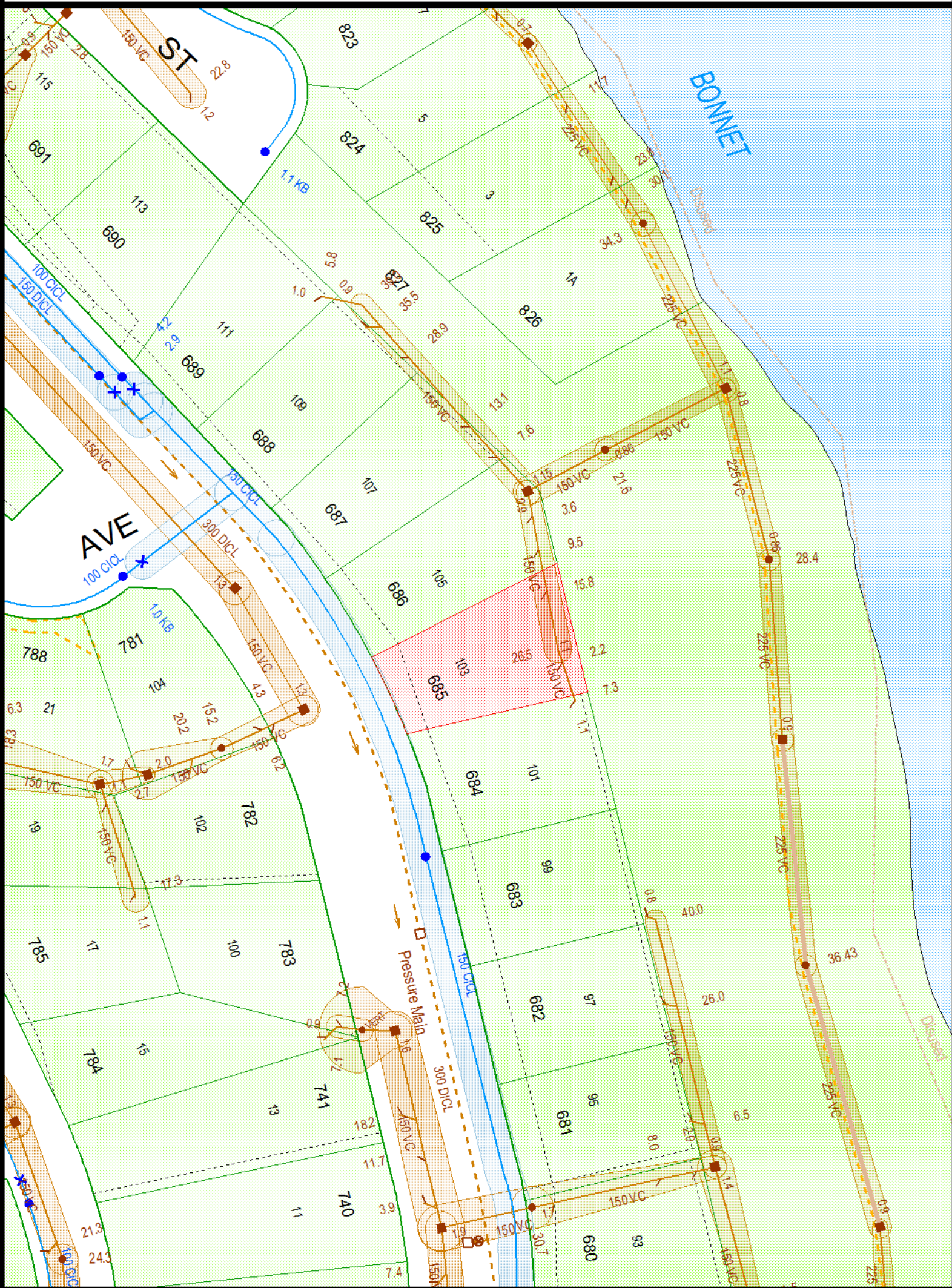
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F 60		SEWER AVAILABLE		SEWER SERVICE DIAGRAM	
Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer.		M. W. S. & D. B.		MUNICIPALITY OF Sutherland	
NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By-law 8, Clause 3).		The existence and position of Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at Board's Head Office or in the case of South Coast District at Board's Wollongong Office (Section 33 of Board's Act).		SUBURB OF Bonnet Bay	
Position of structures, boundaries, sewers and sewerage services shown hereon are approximate only.		Scale: Approx. 1:500 Distances/depths in metres pipe diameters in millimetres			
DRAINAGE		PLUMBING		for House Services Engineer	
Supervised by	Date of Issue	CR	Drainage		
Inspector	W.O.	Ur.s	Plumber		
Field Diagram Examined by	W.O.	48336	Gaz. on	24.0.80	
Chief Inspector	W.O.		Gaz. on		
Connection	Boundary	Trap	is not required		
Dates: a	30	12	80	b	25
	2	81	c	19	1
	1	81	d	13	12
	80	e	27	3	81
	1	13	12	80	g
	1	13	12	80	h
	1	13	12	80	i
	1	13	12	80	j
	1	13	12	80	k
	1	13	12	80	l
	1	13	12	80	m
	1	13	12	80	n
	1	13	12	80	o
	1	13	12	80	p
	1	13	12	80	q





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

# **NSW SWIMMING POOL REGISTER**

## **Certificate of Registration**

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

<b>Pool No:</b>	<b>06baf245</b>
<b>Property Address:</b>	<b>103 WASHINGTON DRIVE BONNET BAY</b>
<b>Date of Registration:</b>	<b>19 November 2013</b>
<b>Type of Pool:</b>	<b>An outdoor pool that is not portable or inflatable</b>
<b>Description of Pool:</b>	<b>In Ground</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 Non-compliance

#### Clause 21 - Swimming Pools Regulation 2018

**Pool no:** 06baf245  
**Property address:** 103 WASHINGTON DRIVE BONNET BAY  
**Date of inspection:** 18 September 2019  
**Expiry date:** 18 September 2020  
**Issuing authority:** Mr Jason Friedrich - Accredited Certifier - bpb2520

The swimming pool at the above property **DOES NOT COMPLY** with Part 2 of the *Swimming Pools Act 1992*. Please refer to the accredited certifier's notice, issued under section 22E of the *Swimming Pools Act 1992*, for detailed reasons of non-compliance and rectification works required to render the swimming pool compliant with the applicable standard.

The swimming pool poses a significant risk to public safety ☐

The swimming pool does not pose a significant risk to public safety ☒

#### Non-compliance area/s:

Boundary fence	<input type="checkbox"/>	Doors	<input type="checkbox"/>
Fence height	<input type="checkbox"/>	Fence panels/gaps	<input type="checkbox"/>
Gate closure	<input type="checkbox"/>	Gate latch	<input type="checkbox"/>
Non-ancillary structure	<input type="checkbox"/>	Non-climbable zones	<input checked="" type="checkbox"/>
Signage	<input type="checkbox"/>	Window	<input type="checkbox"/>
Other (see text box below)	<input type="checkbox"/>		

This certificate expires on issuing of a certificate of compliance or 12 months after the date of issue, whichever occurs first.

Purchasers of a property with a non-compliant swimming pool barrier have 90 days from the date of settlement to fix any areas of non-compliance.



**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW 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>RW rate</i> );
<i>RW 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>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 by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
  - 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
  - 5.2.3 in any other case - *within* a reasonable time.

### 6 Error or misdescription

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

## 7 Claims by purchaser

- The purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
  - 7.1.2 the vendor *serves* notice of intention to *rescind*; and
  - 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 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 purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *RW payment*.

#### 14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

#### 15 Date for completion

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



**16 Completion****• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

**• Purchaser**

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *remittance amount* payable;
  - *RW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

**• Place for completion**

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

**17 Possession**

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

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

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

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

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

## 19 Rescission of contract

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

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

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

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

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

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

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

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

## 20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 21 Time limits in these provisions

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

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

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

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

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

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

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

## 23 Strata or community title

### • Definitions and modifications

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

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

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

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

**24 Tenancies**

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

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

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

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

## **26 Crown purchase money**

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

## **27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

**30 Electronic transaction**

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs; incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

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

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

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

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

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

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

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

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

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

### 31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

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

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

31.2 The purchaser must –

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

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

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



- 31.2.4      serve evidence of receipt of payment of the *remittance amount*.
- 31.3      The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4      If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5      If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

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