

# Contract for the sale of land – 2005 edition

## TERM

## MEANING OF TERM

Vendor's agent

**McGrath Estate Agents**  
**3 Young Street**  
**NEUTRAL BAY NSW 2089**

**Tel: (02) 9006 6388**  
**Fax: (02) 9904 3499**  
**Ref: Eddie Tremolada**

Vendor

**ROBERT GEORGE PARKER**  
**84 Douglas Street, St IVES NSW 2075**

Vendor's Solicitor

**Watson & Watson, Solicitors**  
**Level 9**  
**300 George Street, SYDNEY NSW 2000**

**Phone (02) 9221 6011**  
**Fax (02) 9221 4369**  
**Ref RAW: RI:13/1446**

Completion date

**42 days from the date hereof (see Special Condition's)**

Land  
 (Address, plan details  
 and title reference)

**Lot 2 in Deposited Plan No. 210407 and being Certificate of Title Folio Identifier 2/210407**  
**84 Douglas Street, ST. IVES NSW 2075**

VACANT POSSESSION  subject to existing tenancies

Improvements

HOUSE  garage  carport  home unit  carspace  none  
 other:

Attached copies

Documents in the List of Documents as marked or as numbered:  
 Other documents:

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

Inclusions

blinds  curtains  insect screens  stove  
 built-in wardrobes  dishwasher  light fittings  pool equipment  
 clothes line  fixed floor coverings  range hood  TV antenna  
 other: Swimming Pool

Exclusions

Purchaser

Purchaser's solicitor

Price

Deposit

Balance

Contract date

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

Vendor

Witness

**GST AMOUNT (optional)**

The price includes  
 GST of: \$

Purchaser

JOINT TENANTS  tenants in common  in unequal shares

Witness

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

Land tax is adjustable

NO  yes

GST: Taxable supply

NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply

NO  yes

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

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

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

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979) <input type="checkbox"/> 7 section 149(5) information included in that certificate <input checked="" type="checkbox"/> 8 sewerage connections diagram <input type="checkbox"/> 9 sewer mains diagram <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 section 88G certificate (positive covenant) <input type="checkbox"/> 12 survey report <input type="checkbox"/> 13 section 317A certificate (certificate of compliance) <input type="checkbox"/> 14 building certificate given under <i>legislation</i> <input type="checkbox"/> 15 insurance certificate (Home Building Act 1989) <input type="checkbox"/> 16 brochure or note (Home Building Act 1989) <input type="checkbox"/> 17 section 24 certificate (Swimming Pools Act 1982) <input type="checkbox"/> 18 lease (with every relevant memorandum or variation) <input type="checkbox"/> 19 other document relevant to tenancies <input type="checkbox"/> 20 old system document <input type="checkbox"/> 21 Crown tenure card <input type="checkbox"/> 22 Crown purchase statement of account <input type="checkbox"/> 23 Statutory declaration regarding <i>vendor duty</i>	<input type="checkbox"/> 24 property certificate for strata common property <input type="checkbox"/> 25 plan creating strata common property <input type="checkbox"/> 26 strata by-laws not set out in <i>legislation</i> <input type="checkbox"/> 27 strata development contract or statement <input type="checkbox"/> 28 strata management statement <input type="checkbox"/> 29 leasehold strata - lease of lot and common property <input type="checkbox"/> 30 property certificate for neighbourhood property <input type="checkbox"/> 31 plan creating neighbourhood property <input type="checkbox"/> 32 neighbourhood development contract <input type="checkbox"/> 33 neighbourhood management statement <input type="checkbox"/> 34 property certificate for precinct property <input type="checkbox"/> 35 plan creating precinct property <input type="checkbox"/> 36 precinct development contract <input type="checkbox"/> 37 precinct management statement <input type="checkbox"/> 38 property certificate for community property <input type="checkbox"/> 39 plan creating community property <input type="checkbox"/> 40 community development contract <input type="checkbox"/> 41 community management statement <input checked="" type="checkbox"/> 42 document disclosing a change of by-laws <input type="checkbox"/> 43 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 44 document disclosing a change in boundaries <input type="checkbox"/> 45 certificate under Management Act – section 109 (Strata Schemes) or section 26 (Community Land)

#### WARNINGS

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

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

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

#### DISPUTES

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

#### AUCTIONS

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

## COOLING-OFF CERTIFICATE

I, .....

of .....

in the State of New South Wales, Solicitor/Barrister certify as follows:-

- (a) I am a Solicitor/Barrister currently admitted to practise in New South Wales.
- (b) I am giving this certificate in accordance with Section 66W of the Conveyancing Act, 1919 with reference to a contract for the sale of property known as **84 Douglas Street, St Ives** from **Robert George Parker** as vendor to

.....  
as purchaser in order that there is no cooling-off period in relation to that contract.

- (c) I do not act for the vendor and am not employed in the legal practice of a solicitor acting for the vendor nor am I a member or employee of a firm of which a solicitor acting for the vendor is a member or employee.
- (d) I have explained to .....  
the purchaser / an officer of the purchaser corporation or a person involved in the management of its affairs:
  - (i) the effect of the contract for the purchase of that property;
  - (ii) the nature of this certificate;
  - (iii) the effect of giving this certificate to the vendor, that is, that there is no cooling-off period in relation to the contract.

Dated: .....2013

Signed: .....

## CONDITIONS OF SALE BY AUCTION

These conditions replace 'Auction – Conditions of Sale' on page 3 of the printed contract.

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

*Bidders Record* means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
  - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
  - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
  - (c) The highest bidder is the purchaser, subject to any reserve price.
  - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
  - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
  - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
  - (g) A bid cannot be made or accepted after the fall of the hammer.
  - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
  
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
  - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
  - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
  - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

### **WARNING SWIMMING POOLS**

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

### **WARNING SMOKE ALARMS**

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

### **IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

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

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

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

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

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

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

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

**2 Deposit and other payments before completion**

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

- 2.4 The purchaser can pay any of the deposit only by unconditionally giving cash (up to \$2,000) or a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 and 3 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 and 3 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, credit union or permanent building society, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Payment of vendor duty out of the deposit

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

### 4 Transfer

- 4.1 *Normally*, the purchaser must *serve* the form of transfer at least 14 days before the completion date.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 4.5 If this sale is exempt from *vendor duty* -
- 4.5.1 the vendor can (but does not have to) *serve* an application for exemption from *vendor duty* in the form satisfactory to the Office of State Revenue *within* 7 days after the contract date;
- 4.5.2 if that application is attached to this contract or has been provided to the purchaser before the contract date, the application is *served* on the contract date; and
- 4.5.3 if the vendor complies with clause 4.5.1 -
- the purchaser must have the form of transfer marked by the Office of State Revenue in relation to *vendor duty* before *serving* the form of transfer; and
  - on completion the vendor must pay to the purchaser \$33.

### 5 Requisitions

- If the purchaser is or becomes entitled to make a *requisition*, the purchaser can make it only by *servicing* it -
- 5.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.3 in any other case - *within* a reasonable time.

### 6 Error or misdescription

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

## 7 Claims by purchaser

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

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

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

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

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

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed -

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held; and

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

## 8 Vendor's right to rescind

The vendor can *rescind* if -

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

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

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

## 9 Purchaser's default

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

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

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

9.2.1 for 12 months after the *termination*; or

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

9.3 sue the purchaser either -

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

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and

- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

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

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

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

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

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

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

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

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

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

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

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

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



## 11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

## 12 Certificates and inspections

- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant -
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for -
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

## 13 Goods and services tax (GST)

- 13.1 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act*.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment, pay an expense of another party or pay an amount payable by or to a third party (for example, under clauses 14 or 20.7) -
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the amount; but
- 13.3.2 if this contract says this sale is a taxable supply, and payment would entitle the *party* to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern -
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the completion date, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows:
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the parties agree that the margin scheme is to apply to the sale of the property.
- 13.7 If this contract says the sale is not a taxable supply -
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of -
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if -
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent -
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

## 14 Adjustments

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

## 15 Completion date

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

## 16 Completion

### ● Vendor

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

### ● Purchaser

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

### ● Place for completion

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

## 17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if -

- 17.2.1 this contract says that the sale is subject to existing tenancies; and  
 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

## 18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion -  
 18.2.1 let or part with possession of any of the *property*;  
 18.2.2 make any change or structural alteration or addition to the *property*; or  
 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion -  
 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and  
 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor -  
 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and  
 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate mentioned in Schedule J of the Supreme Court Rules 1970.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

## 19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right -  
 19.1.1 only by *servicing* a notice before completion; and  
 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* -  
 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;  
 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;  
 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and  
 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

## 20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is -  
 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);  
 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;  
 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;  
 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;  
 20.6.5 *served* if it is sent by fax to the *party's solicitor*, unless it is not received;  
 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and  
 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay -  
 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or  
 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, and 17 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* includes a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on page 1) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

## 21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clause 2 (deposit).
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract -  
 'change', in relation to a scheme, means -
- a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 'common property' includes association property for the scheme or any higher scheme;  
 'contribution' includes an amount payable under a by-law;  
 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;  
 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;  
 'the *property*' includes any interest in common property for the scheme associated with the lot;  
 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are normal expenses, due to fair wear and tear, disclosed in this contract or covered by moneys held in the sinking fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- 23.5 The *parties* must adjust under clause 14.1 -
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract -
- 23.6.1 the vendor is liable for it if it was levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
- 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
- 23.6.3 the purchaser is liable for all other contributions levied after the *contract date*.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of -
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if -
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme -
- a proportional unit entitlement for the lot is not disclosed in this contract; or
  - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; or
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* a certificate under section 109 Strata Schemes Management Act 1996 or section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the completion date.

- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision.
- 23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.17 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- 23.18 If a general meeting of the owners corporation is convened before completion -
- 23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.18.2 the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* -
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion -
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if -
- any of Parts 2 to 7 of the Retail Leases Act 1994 applies to the tenancy, unless this contract discloses that the tenancy commenced on or after 1 August 1994;
  - a disclosure statement required by the Act was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Act.
- 24.4 If the *property* is subject to a tenancy on completion -
- 24.4.1 the vendor must allow or transfer -
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose;
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose; and
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser -
- a proper notice of the transfer addressed to the tenant;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given to the tenant under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 24.5 Rights under this clause continue after completion, whether or not other rights continue.

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

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

**26 Crown purchase money**

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

**27 Consent to transfer**

- 27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7* days after the contract date.
- 27.3 The vendor must apply for consent *within 7* days after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7* days after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused -
- 27.6.1 *within 42* days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*;  
or
  - 27.6.2 *within 30* days after the application is made, either *party* can *rescind*.
- 27.7 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The completion date becomes the later of the completion date and 14 days after *service* of the notice granting consent to transfer.

**28 Unregistered plan**

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6* months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

- 28.3 If the plan is not registered *within* that time and in that manner -  
 28.3.1 the purchaser can *rescind*; and  
 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2.
- 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The completion date becomes the later of the completion date and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to a plan that is to be registered before the plan is registered.

## 29 Conditional contract

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

**WARNING "SMOKE ALARMS"**

The owners of a certain type 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 to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

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**THESE ARE THE SPECIAL CONDITIONS ANNEXED TO CONTRACT FOR SALE OF LAND BETWEEN**

**ROBERT GEORGE PARKER**

**(AS VENDOR)**

**AND**

**(AS PURCHASER)**

**PPTY: 84 DOUGLAS STREET, ST. IVES**

**DATED:**

---

The Terms of the printed Contract which these additional conditions are annexed be read subject to the following. If there is a conflict between these additional conditions and the printed Contract, then these additional conditions shall prevail. The parties agree that should any provision be held to the contrary the law, void or unenforceable, then such provision shall be served from this Contract and such remaining provisions shall remain in full force and effect.

29. The printed conditions of this Contract are amended as follows:

- (i) from the definition of depositholder in Clause 1 add before "vendor's agent" the words "subject to any provision in this Contract to the contrary";



- (ii) from the definition of settlement cheques in Clause 1 delete the words "a building society, credit union or other FCA institution as defined in Cheques Act 1986";
- (iii) the words "14 days" shall be deleted and replaced with "7 days" from Clause 7.1.3;
- (iv) the words "on reasonable grounds" shall be deleted from Clause 8.1;
- (v) the words "and those grounds" shall be deleted from Clause 8.2;
- (vi) Clause 10.1 line 1 is replaced with, "The purchaser cannot make a claim, objection or requisition, delay completion or rescind or terminate in respect of-";
- (vii) Clause 14.4.1 is amended by inserting "and" at the end of the clause;
- (viii) Clause 14.4.2. is amended by deleting, "if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportionable area basis";
- (ix) Clause 16.12 all the words are deleted and replaced with "The Vendor can require completion at another place if it is in New South Wales";
- (x) the words "plus another 20% of that fee" shall be deleted from Clause 16.5;
- (xi) the symbol and the number \$10 shall be deleted from Clause 16.8 and replaced with "\$5.00";

- (xii) from Clause 16.10 delete the full stop and add to the end of that clause, “unless the deposit is forfeited to or stipulated to belong to the Vendor earlier than completion.”;
  - (xiii) From Clause 19.2.3 delete all the words and replace with “the Vendor can claim for damages, costs or expenses arising out of a breach of this Contract by the Purchaser; and”;
  - (xiv) From Clause 19.2.4 delete the words “a party” first appearing and replace with “the Vendor” and delete the word “otherwise”;
  - (xv) Clauses 2.9, 4.5, 7.1.1, 14.5, 14.8, 17.3, 24.3, 24.4.2, and 29 are deleted from this Contract.
30. Each party hereto authorises his, her, or their solicitor or any employee of that solicitor, up until the date of this Contract to make alterations to this Contract, including the addition of annexures after execution and up until the date of this Contract, and any such alterations shall be binding upon the party deemed hereby to have authorised the same, and any annexure so added shall form part of this Contract as if same was annexed prior to the Contract being executed.
31. The Purchaser warrants that he was not introduced to the property or to the Vendor by any real estate agent, broker or other person or body entitled to claim commission as a result of this sale (other than the Vendor’s agent, if any, specified in the Agreement) and the Purchaser shall indemnify the Vendor, to the intent that this indemnity shall not merge or be extinguished on completion of this Agreement, against any claim arising out of any such introduction of the Purchaser and against all claims and expenses of and incidental to the defence and determination of any such claim made against the Vendor.

32. The Purchaser acknowledges that he does not rely in this Contract upon any warranty or representation made by the Vendor or any person on behalf of the Vendor except such as is expressly provided herein but has relied entirely upon his own enquiries relating to and his inspection of the property (including any use which may be made of the property) AND the Purchaser further acknowledges that he accepts the property and any chattels and things included in this Contract in their present state and condition.

33. Without in any manner negating limiting or restricting any rights or remedies which may have been available to the Vendor or Purchaser at law or in equity had this clause not been included herein, should the Vendor or Purchaser (or any one of them) prior to completion:

(a) die or become mentally ill or of unsound mind or become bankrupt; or

(b) being a company resolve to go into liquidation or have a petition for winding-up presented or enter into any arrangement with its creditors under Chapter 5 of the Corporations Act or should any Receiver, Liquidator (provisional or otherwise) or Official Manager be appointed in respect of the Purchaser;

then either party may rescind this Contract by notice in writing forwarded to the solicitor named as the other party's solicitor in this Contract thereupon this Contract shall be at an end and the provisions of Clause 19 shall apply.

34. The Purchaser acknowledges that this Contract contains a proper and complete statement of the Vendor's title which has been served on the Purchaser on the date hereof and is sufficient for the Purchaser to prepare the relevant transfer documents.

35. **Completion of this Contract shall take place on the 42<sup>ND</sup> day after the date of the Contract.** If either party is unable or unwilling to complete by the completion date, the other party shall be entitled at any time after the completion date to serve a notice to complete making the time for completion essential. Such a notice shall give not less than 14 days' notice after the day immediately following the day on which that notice is received by the recipient of the notice. The notice may nominate a specified hour on the last day as the time for completion. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential. This is an essential term of this Contract.
36. If the purchaser shall not complete this purchase by the completion date, without default by the vendor, the purchaser shall pay to the vendor on completion, in addition to the balance purchase money, an amount calculated as [ten per cent] 10% interest on the balance purchase money, computed at a daily rate from the day immediately after the completion date to the day on which this sale shall be completed. It is agreed that this amount is a genuine pre-estimate of the vendor's loss of interest for the purchase money and liability for rates and outgoings.
37. For the purposes of Clause 6 the Purchaser is deemed to know the true position of a matter or thing relating to the property, the subject matter of this Contract or any other matter covered by this Contract if any document or writing attached to or appearing in this Contract evidences, describes or otherwise deals with such a matter or thing and Clause 6.2 is accordingly deleted from this Contract.

38. In addition to the provisions of Clause 19 of this Contract service of any notice or document under or relating to this Contract may be effected and shall be sufficient service on a party or that party's Solicitor if addressed to that party or to that party's Solicitor at the respective addresses set out in this Contract or any facsimile number known to the parties or their Solicitors. Posting may be made by ordinary prepaid post and such notice or document shall be deemed to have been received by that party or that party's Solicitor on the second business day following the date of posting.
  
39. The Purchaser warrants that the provisions of the Foreign Takeovers Act, 1975 (Cmth) as amended, do not apply to the Purchaser or to this purchase. In the event of breach of this warranty, the Purchaser will indemnify the Vendor against any penalties, fines, legal costs, claims, loss or damage suffered thereby. This condition will not merge on completion.

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 2/210407

SEARCH DATE	TIME	EDITION NO	DATE
6/12/2013	12:57 PM	1	4/2/2011

LAND

LOT 2 IN DEPOSITED PLAN 210407  
AT ST. IVES  
LOCAL GOVERNMENT AREA KU-RING-GAI  
PARISH OF GORDON COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP210407

FIRST SCHEDULE

ROBERT GEORGE PARKER (TA AF916868)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 J42551 COVENANT
- 3 J99734 COVENANT
- 4 J650420 EASEMENT FOR DRAINAGE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE DRAINAGE EASEMENT 10 FT WIDE AND THE DRAINAGE EASEMENT 3 FT WIDE SHOWN WITHIN LOT 10 IN DP220960
- 5 AF815727 THIS EDITION ISSUED PURSUANT TO S.111 REAL PROPERTY ACT, 1900

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

PRINTED ON 6/12/2013

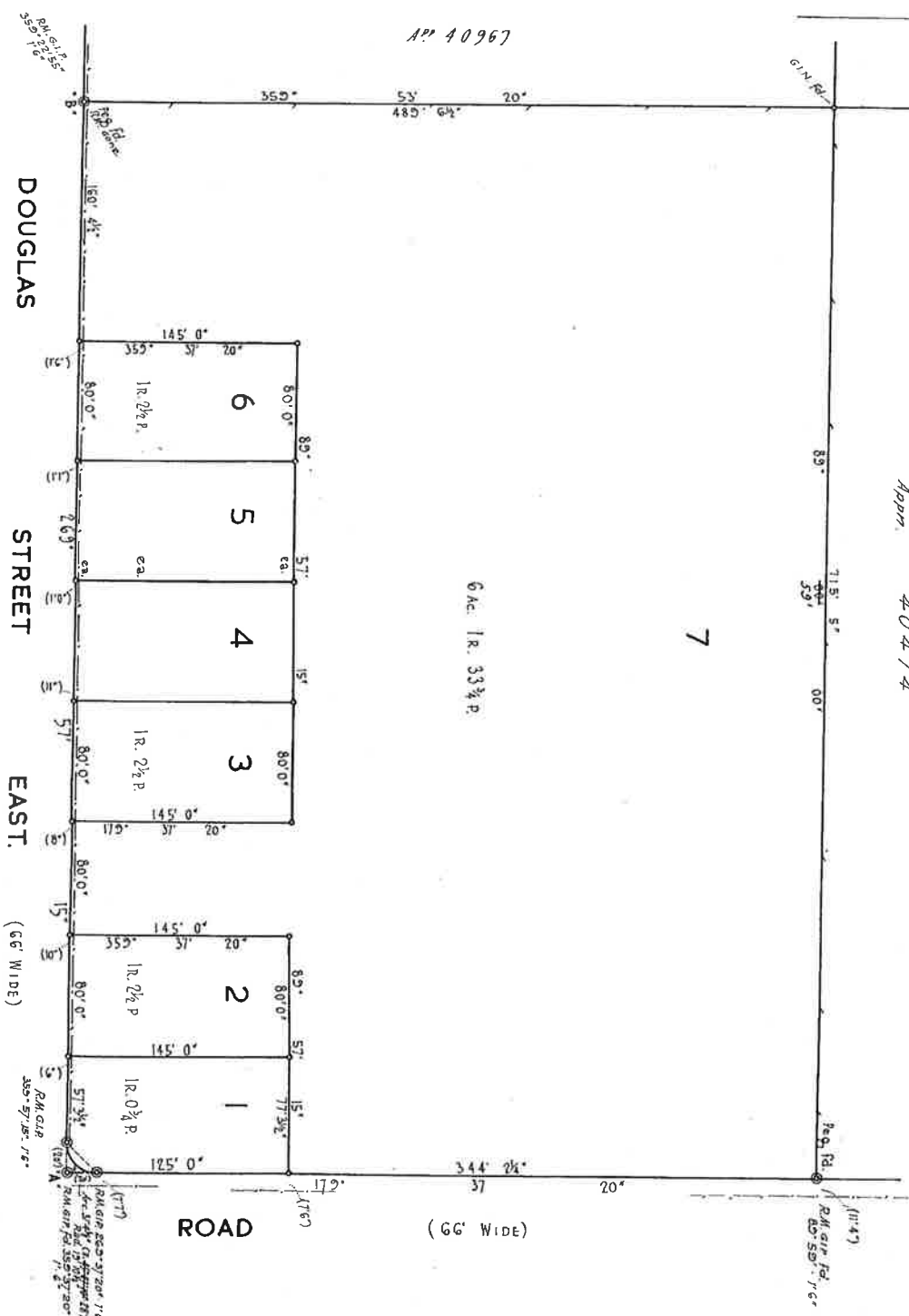
\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.

© State of New South Wales through Land and Property Information (2013)

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

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

WARNING, Plan Drawing only to appear in this space.



WARNING, Plan Drawing only to appear in this space.

ACRON ROAD (66' WIDE) DOUGLAS STREET EAST (66' WIDE)

**D P 210407 (E)**  
 Registered: *[Signature]* KTB  
 CA. SR. 187. OF. 38-1-62  
 The System: TORRANCE O.S.  
 Purpose: SUBDIVISION  
 Ref. Map: KU-RING-GAL, Sh. 37  
 Last Plan D P 31811

**PLAN OF SUBDIVISION OF LOTS 1-8 INCL. IN D.P. 31811**

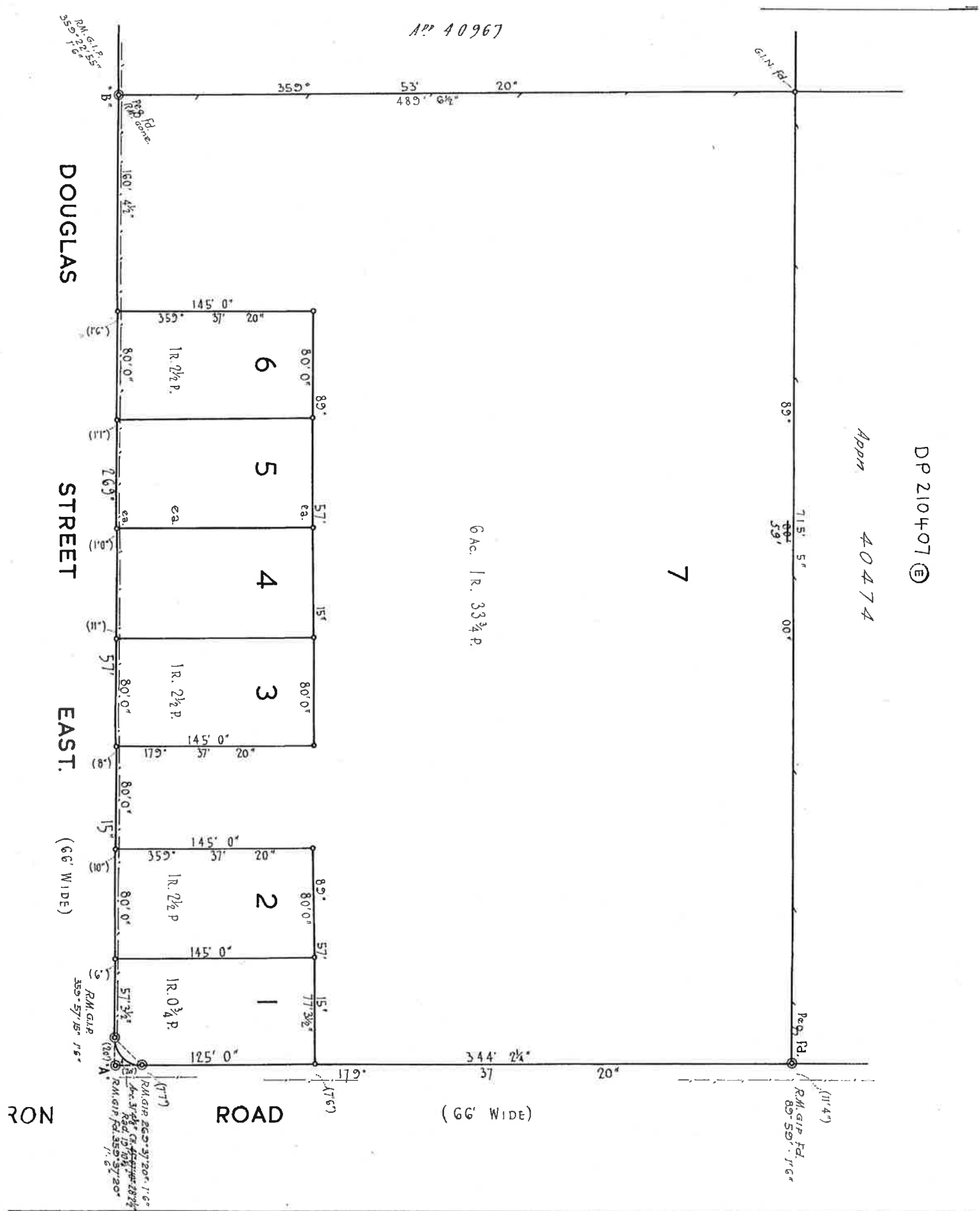
Man./Shire: **KU-RING-GAL**  
 City: **STIVES**  
 Parish: **GORDON**  
 County: **CUMBERLAND**

I, *[Signature]* Clerk, Registrar of Stives, Sydney, New South Wales, do hereby certify that the survey represented in this plan is accurate and has been made in accordance with the Survey Act, 1923, and the provisions of the Survey Regulations, 1923, and that the same is in accordance with the Survey Act, 1923, and the provisions of the Survey Regulations, 1923.

Signatures of Dedication, Examiners, (Signatures and Seals to appear in panel provided.)  
 It is intended to dedicate the cut-off corner of Lot 1 to the Public.

Approved: *[Signature]* R.G.O. *[Signature]*  
 \* Scales not either (1) or (2). † Insert date of survey.

WARNING, Plan Drawing only to appear in this space.



APP 40967

DP 210407 (E)

Appn 40474

7

6 Ac. 1R. 33 3/4 P.

DOUGLAS

STREET

EAST.

(66' WIDE)

RON

ROAD

(66' WIDE)



Registered Professional Engineer  
 No. 68457  
 Title: Registrar  
 Purpose: Subdivision  
 Ref. Map: Kuring-gal Sh. 37  
 Last Plan: DP 31811

Scale: 60 feet to an inch

PLAN OF SUBDIVISION  
 OF LOTS 1-8 INCL.  
 IN D.P. 31811

County: CUMBERLAND

City: ST IVES

Localities: GORDON

Parish: CUMBERLAND

Assessors: Mrs. Registrar

Surveyor: Mr. Registrar

Surveyor's Reference: 1975

Statement of Dedication, Easement,  
 Signatures and Seal to appear in panel provided,  
 is intended to dedicate the cut-off corner  
 to the public.

Approved by the Council and Certified in accordance with the  
 provisions of Section 327 of the Local Government Act, 1975  
 On: 20 January 1982  
 Subdivision No.: 62/120  
 Council Code: .....

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 On: 20 January 1982  
 Subdivision No.: 62/120  
 Council Code: .....

OFFICE USE ONLY

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

SIGNATURES AND SEALS ONLY

Richard E. Utter  
 Registrar

CONVERSION TABLE ADDED IN  
 REGISTRAR GENERAL'S DEPARTMENT

DP 210407

FEET	INCHES	METRES
-	6	0.152
-	8	0.203
-	10	0.254
-	11	0.279
1	1	0.305
1	1	0.330
1	6	0.447
7	7	2.286
7	7	2.311
11	4	3.494
19	10 3/4	5.084
20	-	6.096
28	2 1/2	8.538
31	4 3/8	9.580
57	3 1/2	17.463
59	-	17.983
66	-	20.117
77	3 1/2	25.559
80	-	24.384
125	-	38.100
143	-	44.195
148	1 1/2	46.795
150	2 1/4	48.882
384	6 1/2	149.908
409	5	149.212
719	-	218.059
AC RD	P	SQ M
- 1	3/4	1031
- 1	2 1/2	1075
AC RD	P	HA
6 1	33 3/4	2.615

Approved by the Council and Certified in accordance with the  
 provisions of Section 327 of the Local Government Act, 1975  
 On: 20 January 1982  
 Subdivision No.: 62/120  
 Council Code: .....

Council Code





(Trusts must not be disclosed in the transfer.)

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

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

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

The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being Lot No. 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 sub-division is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

8263-142

7397215

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

R.P. 134 No. 114/15

New South Wales

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



Fees:-  
 Lodgment : :  
 Endorsement : :  
 Certificate : :  
 : :  
 : :  
 : :  
 : :  
 : :  
 : :

**I, WE** ROCCO CUTRI of Turrumurra, Gardener and ROSA LAUVRENDE CUTRI his wife

4.11.15  
 26/6/15  
 HLO

being registered as the proprietor of an estate in fee simple <sup>as joint tenants</sup> in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of SIX THOUSAND SIX HUNDRED POUNDS (£ 6600: 0: 0) (the receipt whereof is hereby acknowledged) paid to us by

WILLIAM SHAW THOMAS and MURIEL MAY THOMAS

do hereby transfer to

WILLIAM SHAW THOMAS of 116 Victoria Road, Bellevue Hill, Company Director and MURIEL MAY THOMAS his wife

as joint tenants (herein called transferees)

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

County.	Parish.	Whole or Part.	Reference to Title.		Description of Land (if part only).
			Vol.	Fol.	
CUMBERLAND	GORDON	PART	8263	142	Being lots 5 and 6 in Deposited Plan No. 210407
			8263	145	
			8263	146	

Now being subdivided and comprised in Cert's of Title, Vol 8150 fol 576

J42551

And the transferee covenant<sup>(\*)</sup> with the transferor for the benefit of the land in the said Deposited Plan other than the land hereby transferred that not more than one main building shall be erected on any lot hereby transferred and any such main building shall be constructed with outer walls of brick and/or stone and/or concrete and on completion of any such main building the land shall be fenced.

The aforesaid covenant may be released varied or modified by the Transferors or other the registered proprietors of the land to which the said covenant is appurtenant. And the Transferors covenant with the Transferees so as to bind lots 1, 2, 3 and 4 in the said Deposited Plan and also any lots into which lot 7 in the said Deposited Plan may be further subdivided for the benefit of the land hereby transferred (that they will not erect or permit to be erected on any one of the said lots more than one main building and such main building shall be constructed with outer walls of brick and/or stone and/or concrete and on completion of any such main building the land shall be fenced.

(The aforesaid covenant may be released varied or modified by the Transferees or their successors in title.)

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

- (i) if any amendments 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.

A very short note will suffice.

J. - Grant March  
 33972

**J. 42551**

LODGED BY \_\_\_\_\_



**FEES.**

- Fees which are payable on lodgment, are as follows:—
- (a) £2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise by 5s. 6d. Where such lodgment 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) £2 10s. 6d. 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 engrossing exceeds 16 folios, an amount of 4s. 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 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.

Mortgage.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER
Checked by	Particulars entered in Register Book, Volume <u>9180</u> Folio <u>546</u>
Passed (in S.D.B.) by	the <u>20</u> day of <u>June</u> 19 <u>62</u> minutes past <u>19</u> o'clock in the _____ noon.
Signed by	<u>J. Grant March</u> Registrar General

**PROCESS RECORD.**

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

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



1962 JUL 6

R.P. 13A. No. J 99734  
 PH 2:03 New South Wales



Pass: — £  
 Lodgment  
 Endorsement  
 Certificate

*Ch. Lodge 2004*  
*6.7.62*

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

(Trusts must not be disclosed in the transfer.)

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

I, WE ROCCO CUTRI of Turramurra, Gardener and ROSA LAUVRENDE CUTRI his wife

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

as joint tenants (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 THREE THOUSAND THREE HUNDRED POUNDS (£3300.0.0) (the receipt whereof is hereby acknowledged) paid to us by

MURIEL MAY THOMAS

do hereby transfer to

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

MURIEL MAY THOMAS wife of William Shaw Thomas of 116 Victoria Road, Bellevue Hill, Company Director

(herein called transferee)

• The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being Lot so. 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.

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

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
CUMBERLAND	GORDON	PART	8263	146	Being lot 4 in Deposited Plan No. 210407
			8263	147	
	NOW THE WHOLE	9180	4		

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.

*7/170-11*  
*28167D*

16357RP1

16357RP1

(2)

J99734

*[Handwritten initials]*

And the transferee covenant(s) with the transferors for the benefit of the land in the said Deposited Plan other than the land hereby transferred, that not more than one main building shall be erected on the lot hereby transferred and any such main building shall be constructed with outer walls of brick and/or stone and/or concrete and on completion of any such main building the land shall be fenced.

The aforesaid covenant may be released varied or modified by the Transferors or other the Registered Proprietors of the land to which the said covenant is appurtenant.

And the Transferors covenant with the Transferee so as to bind lots 1, 2 and 3 in the said Deposited Plan and also any lots into which lot 7 in the said Deposited Plan may be further subdivided for the benefit of the land hereby transferred that they will not erect or permit to be erected on any one of the said lots more than one main building and such main building shall be constructed with outer walls of brick and/or stone and/or concrete and on completion of any such main building the land shall be fenced.

The aforesaid covenant may be released varied or modified by the Transferee or her successors in title.

\*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, 1919-1924.

16357RP-1

ENCUMBRANCES, &c., REFERRED TO.

\* A very short note will suffice.

K 1165-2

*of Central Highway 2557*

16357RP-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. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—

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

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

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

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

Signed at Sydney the 26<sup>th</sup> day of June 1962  
Signed in my presence by the transferor }  
as }  
WHO IS PERSONALLY KNOWN TO ME }  
[Signature] }  
[Signature] }  
[Signature] }  
Transferor.

Signed in my presence by the transferee }  
MURIEL MAY THOMAS }  
WHO IS PERSONALLY KNOWN TO ME }  
[Signature] }  
[Signature] }  
[Signature] }  
Transferee(s).  
† 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  
nine hundred and the attesting witness to this instrument  
and declared that he personally knew the person  
signing the same, and whose signature thereto he has attested; and that the name purporting to be such  
signature of the said is own handwriting, and  
that he was of sound mind and freely and voluntarily signed the same.

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

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

† N.B.—Section 117 requires that the above Certificate be signed by each Transferor 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.

163579P1



16357RP

*Grant March 30/67*

J 99734

LODGED BY \_\_\_\_\_



**FEEES.**

- The Fees, which are payable on lodgment, are as follows:—
- (a) £2 where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £2 6s. 0d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 6s. is made for every Certificate of Title or Crown Grant after the first.
  - (b) A supplementary charge of 10s. is made in each of the following—
    - (i) where a restrictive covenant is imposed; or
    - (ii) a new easement is created; or
    - (iii) a partial discharge of mortgage is endorsed on the transfer.
  - (c) Where a new Certificate of Title must issue the scale charges are—
    - (i) £2 for every Certificate of Title not exceeding 10 folios and without diagram;
    - (ii) £2 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
    - (iii) as approved where more than one simple diagram, or an extensive diagram will appear.
 Where the engrossing exceeds 15 folios, an amount of 6s. per folium, extra fee is payable.

**DOCUMENTS LODGED HEREWITH.**

To be 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>MW</i>	<i>Covenant</i>
Checked by <i>PD</i>	Particulars entered in Register Book, Volume <i>9180</i> Folios <i>1, 2, 3, 4 and 7</i>
Passed (in S.D.B.) by	the <i>28th</i> day of <i>August</i> 19 <i>62</i> at <i>25</i> minutes past <i>11</i> o'clock in the <i>Year</i> 19 <i>62</i>
Signed by	<i>Jaworski</i> Registrar-General.

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

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

EXTRA FEES

*28-8-67*

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 650420**

New South Wales

**MEMORANDUM OF TRANSFER**

(REAL PROPERTY ACT, 1900.)

Stamp: D  
 Fees: £ 20  
 £ 1.5  
 £ 5.5  
 £ 8.5-62p

(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, ROCCO CUTRI** of Turramurra Gardener and  
**ROSE LAUVRENDE CUTRI** his wife

(herein called transferor)

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

being registered as the proprietor of an estate in fee simple\* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of **THIRTY THOUSAND SEVEN HUNDRED AND TWENTY POUNDS (£30,720.0.0.)** (the receipt whereof is hereby acknowledged) paid to us by

**REKAB DEVELOPMENTS PTY. LIMITED**

do hereby transfer to

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

**REKAB DEVELOPMENTS PTY. LIMITED**

(herein called transferee)

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

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

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
CUMBERLAND	GORDON	PART	9180	7	Lot 10 on Deposited Plan Number 220960
RESERVING UNTO THE TRANSFERORS as appurtenant to Lots 8 and 9 on the said Deposited Plan and to Lot 2 on Deposited Plan Number 210407 FULL RIGHT AND LIBERTY to use in common with the Transferee its successors and assigns and all other persons having the like right for the free passage or running of water and soil from the said Lots 8, 9 and 2 respectively through and over the strips of land shown in the said Deposited Plan Number 220960 as "site of proposed 54 feet drainage easement 10 feet wide" and "site of proposed drainage easement 3' wide" and by all or any of the channels drains and water courses which now exist or which shall hereafter exist in upon or under the said strips of land AND ALSO FULL RIGHT AND LIBERTY for the Transferors from time to time at all reasonable times to enter upon the said strips of land and to pass or repass over and along the said strips of land with or without workmen to repair maintain and free from obstruction any such channels drains or watercourses AND THE TRANSFEEEE HEREBY COVENANTS with the Transferors that it shall not use or permit to be used the said strips of land in such a way as to obstruct or interfere with the free flow of water and soil through and over the said strips of land and the said channels drains and water courses or the proper and effective use thereof by the Transferors AND THE TRANSFERORS HEREBY COVENANT with the Transferee that the Transferors will at all times hereafter exercise the rights and privileges hereby reserved in a proper and workman-like manner and so as to cause as little inconvenience as possible to the Transferee its successors and assigns (including successors in title) and shall cause no damage to any and adjoining or appurtenant to the said strips of land.					

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.

Now being All of land comprised in Cert of Title Vol. 9657 Fol. 31

Now being All of land comprised in Cert of Title Vol. 9657 Fol. 29 & 30

62/

J 650420

And the transferee ~~to comply with the transferor~~ for itself its successors and assigns covenants with the Transferors and their respective executors administrators and assigns that no fence shall be erected on the land hereby transferred to divide the same from the adjoining land of the Transferors without the consent of the Transferors their respective executors administrators and assigns but such consent shall not be withheld if such fence is erected without expense to the Transferors their respective executors administrators and assigns and in favour of any person dealing with the Transferee and its assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.

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.

AND for the purpose of Section 88 of the Conveyancing Act 1919-1954

IT IS HEREBY AGREED AND DECLARED as follows -

- (1) The land subject to the burden of the foregoing covenant is the land hereby transferred.
- (2) The land subject to the benefit of the foregoing covenant is the land adjoining the land hereby transferred owned by the Transferors being Lots 8 and 9 on the said Deposited Plan Number 220960 and also Lots 1 and 2 on Deposited Plan Number 210407

16357RP1

16357RP1

ENCUMBRANCES, &c., REFERRED TO.

A very short note will suffice.

K 1163-2 St 47

Reservations and conditions contained in Crown Grant.  
Covenants contained in Transfers Numbers J42551 and J99734

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

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

Execution may be proved where the parties are resident:—

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

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

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

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

Signed at Sydney this

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

*[Handwritten signature]*  
*[Handwritten signature]*

4<sup>th</sup> day of May 1964.  
\* *Rocco Cutri*  
*Rosa G. Cutri*  
Transferor.\*

Signed in my presence by the transferee  
THE COMMON SEAL OF REKAB DEVELOPMENTS PTY. LIMITED was hereunto affixed in the presence of—

*R. Alonte*  
Secretary

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

*[Handwritten signature]*  
Director  
REKAB DEVELOPMENTS PTY. LIMITED  
Transferor(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Signed in the presence of—  
\_\_\_\_\_

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

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

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

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

† N.B.—Section 117 requires that the above Certificate be signed by each Transferor 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 Transferor 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 Transferor or is subject to a mortgage, encumbrance or lease, the Transferor must accept personally.

No alterations should be made by erasure. Two 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.

163577P.1

No. **J 650420**

LODGED BY **ARTHUR R. PRITCHARD & CO.**  
Solicitors,  
107 Elizabeth Street,  
SYDNEY. BW 1368

**FEES.**

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

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

(b) A supplementary charge of 10s. is made in each of the following—

- (i) where a restrictive covenant is imposed; or
- (ii) a new easement is created; or
- (iii) a partial discharge of mortgage is endorsed on the transfer.

(c) Where a new Certificate of Title must issue the scale charges are—

- (i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;
- (ii) £2 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
- (iii) as approved where more than one simple diagram, or an extensive diagram will appear.

Where the on-going exceeds 15 folios, an amount of 5s. per folium, extra fee is payable.

**DOCUMENTS LODGED HEREWITH.**

To be filled in by person lodging dealing.

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

6 \_\_\_\_\_

} Received Docs.  
Nos.  
} Receiving Clerk.

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

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

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

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

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

\_\_\_\_\_ who is personally known to me. \_\_\_\_\_ Mortgagee.

INDEXED	MEMORANDUM OF TRANSFER
Checked by	Particulars entered in Register Book. Volume <u>9651</u> Folio <u>2230431</u>
Passed (in S.B.B.) by	the <u>23</u> day of <u>August</u> 19 <u>44</u>
Signed by	at _____ o'clock in the _____ <i>J. Lawson</i> Registrar-General

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

**PROGRESS RECORD.**

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

RP 11  
1978

Crown Instrument not liable to  
payment of Registration or other fee

H. K. ROBERTS  
Crown Solicitor  
per

*[Signature]*  
11-39  
7 JAN 1986



W148080

**FORBIDDING RECORDING  
OF DEALING**

SECTION 72, REAL PROPERTY ACT, 1900  
(See Instructions for Completion on back of form)

P	1 of 1
\$ 0/0/0	

DESCRIPTION  
OF LAND  
Note (a)

LAND which is to be affected by the caveat		
Torrens Title Reference	If Part Only, Delete Whole and Give Details	Location
<u>VOLUME</u> 9180	<u>FOLIO</u> 2	<del>KU-RNG-GAS</del> ST. IVES

REGISTERED  
DEALING  
Note (b)

LEASE, MORTGAGE, or CHARGE which is to be affected by the caveat		
Type of Dealing	Registered Number	Torrens Title Reference

REGISTERED  
PROPRIETOR  
Note (c)

NAMBUS PTY. LIMITED, 84 Douglas Street, St. Ives	2075 26	OFFICE USE ONLY N
--	---------	----------------------

Note (d)

Is the REGISTERED PROPRIETOR of the land above described. The CAVEATOR  
- abovementioned registered dealing.

CAVEATOR  
Note (e)

HER MAJESTY QUEEN ELIZABETH II C/- State Crown Solicitor's Office, Goodsell Building, 8-12 Chifley Square, Sydney 2000	OFFICE USE ONLY OK
---	-----------------------

INTEREST  
CLAIMED  
Note (f)

claiming estate or interest as First chargee pursuant to Section 47 of the Land Tax Management Act, 1956.

PROHIBITION  
Note (g)

forbids the recording in the Register of any dealing including any dealing where the dealing is by the registered proprietor of a lease, mortgage or charge to the registration of which lease mortgage or charge the caveator has consented.

SERVICE OF  
NOTICE  
Notes (d) and (h)

affecting the land above described until this caveat is withdrawn, or is removed by order of the Supreme Court or until after the lapse of fourteen days from the date of service of notice of such intended recording at the following address:

State Crown Solicitor's Office  
Goodsell Building  
8-12 Chifley Square  
SYDNEY 2000

DATE OF CAVEAT

7<sup>th</sup> JANUARY 1986

EXECUTION  
Note (i)

I hereby certify this caveat to be correct for the purposes of the Real Property Act, 1900.  
for HUGH KING ROBERTS State Crown Solicitor  
Signed in my presence by the caveator who is personally known to me  
Solicitor for the Caveator by JOHN ANTHONY MAHONEY State  
Crown Solicitor's Office who is personally known to me:

*[Signature]*  
Name of Witness (BLOCK LETTERS)  
A. SEYMOUR

1-STATE CROWN SOLICITOR  
Address and occupation of Witness

H. K. ROBERTS  
State Crown Solicitor  
per

*[Signature]*  
Signature of Caveator

85/7813 C10-RJK  
DOCUMENTS LODGED

TO BE COMPLETED  
BY LODGING PARTY  
Notes (j) and (k)

LODGED BY STATE CROWN SOLICITORS OFFICE GOODSELL BUILDING 8-12 CHIFLEY SQUARE, SYDNEY. 2000 LX 19 PHONE: 238-7406 813E					
Delivery Box Number					
Extra Fee	Checked by EB3	REGISTERED 9-1-1986			
		Registrar General			

OFFICE USE ONLY

\$ NIL  
M/S G  
RD9

261

RP 11  
1978

**INSTRUCTIONS FOR COMPLETION**

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

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

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

Rule up all blanks.

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

- (a) Description of land. (If the caveat is only in respect of a registered dealing, rule through this panel.)
  - (i) TORRENS TITLE REFERENCE.—insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for the land to be affected by the caveat, e.g. 135/SP12345 or Vol. 8514 Fol. 126.
  - (ii) PART/WHOLE.—if part only of the land in the Folio of the Register is to be affected by the caveat, delete the word "WHOLE" and insert the lot and plan number, portion, description or premises, etc.
  - (iii) LOCATION.—insert the locality shown on the Certificate of Title/Crown Grant, e.g., at Chullora. If the locality is not shown, insert the Parish and County, e.g., Ph. Lismore Co. Ross.
- (b) Registered dealing. (If caveat is only in respect of a folio of the Register, rule through this panel.)  
 Show the registered number of the lease, mortgage, or charge and the title reference affected thereby, e.g., Lease—Q123456—Vol. 3456 Fol. 124.
- (c) Show the full name and address of the registered proprietor of the estate or interest affected by the caveat.
- (d) Strike out "land above described" or "abovementioned registered dealing", whichever does not apply.
- (e) Show the full name, address, and occupation or description of the caveator.
- (f) State the nature and quantum of the estate or interest claimed and the facts on which the claim is founded. As for the need for precision in stating the nature and quantum of the estate or interest claimed, see in re Jones 35 S.R., 560.
- (g) A caveator should not forbid dealings which he has no right to forbid. If it is intended to forbid recording of dealings by a specified person or to allow the recording of certain specific dealings, insert the words "by (name of person)" or other suitable qualification.
- (h) State an address at which notices may be served. A post office box number is not acceptable.
- (i) Execution.
  - GENERALLY (i) Should there be insufficient space for the execution of this dealing, use an annexure sheet.
  - (ii) The certificate of correctness under the Real Property Act, 1900 must be signed by the caveator in the presence of an adult witness, not being a party to the dealing, to whom he is personally known.
  - The solicitor for the caveator may sign the certificate on behalf of the caveator, the solicitor's name (not that of his firm) to be typewritten or printed adjacent to his signature. Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.
  - ATTORNEY (iii) If the caveat is executed by an attorney pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his authority, e.g., "AS BY HIS ATTORNEY (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No. \_\_\_\_\_, and I declare that I have no notice of the revocation of the said power of attorney".
  - AUTHORITY (iv) If the caveat is executed pursuant to an authority (other than specified in (iii)), the form of execution must indicate the statutory, judicial or other authority pursuant to which the caveat has been executed.
  - CORPORATION (v) If the caveat is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his position (e.g., director, secretary) in the corporation.
- (j) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.
- (k) If any document is lodged with this caveat, record in DOCUMENTS LODGED panel.

OFFICE USE ONLY

**SECOND SCHEDULE & OTHER DIRECTIONS**

(F) FOLIO IDENTIFIER (OR REGD. DEALING & FOLIO IDENTIFIER)	(G) DIRECTION	(H) NOTFN TYPE	(I) DEALING NUMBER	(K) DETAILS
<p>147467/7 Nambour PL a LTO 65/7813. CID/RA</p>				

Form: 12PV

# APPLICATION FOR REPLACEMENT CERTIFICATE OF TITLE



## AF815727C

New South Wales  
s111 Real Property Act 1900

RELEASED  
www.splina.nsw.gov.au  
19 JAN 2011  
25  
PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) CERTIFICATE OF TITLE

2/210407 9180-2 now being 2/210407

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
462H	LLPN: 123327C ESPREON PROPERTY SERVICES PHONE 9210 0700 DX 885 SYDNEY Reference: WATSON - 6263608	PV

(C) REGISTERED PROPRIETOR

GWENDOLINE EILEEN MARGARET DAWSON

(D) APPLICANT

ROBERT GEORGE PARKER -EXECUTOR OF THE ESTATE OF THE LATE GWENDOLINE EILEEN MARGARET DAWSON

(E) The certificate of title referred to above has been—

- mislaid
- destroyed
- stolen
- damaged or defaced.

(F) The applicant—

- is a private person who is a registered proprietor of the land in the certificate of title.
- is a corporation which is a registered proprietor of the land in the certificate of title.
- is a lending institution having a registered first mortgage over the land in the certificate of title.
- had custody of the certificate of title at the time it was mislaid, destroyed, etc, and is—
  - a lending institution not having a registered first mortgage over the land in the certificate of title.
  - a trustee institution.
  - a legal practitioner.
  - a licensed conveyancer.

[If other, specify]: EXECUTOR

The applicant hereby consents to the Land and Property Management Authority contacting the relevant authorities to validate any supporting evidence lodged with this application and applies for replacement of the certificate of title referred to above.

DATE 8/10/10

(G)

Certified correct for the purposes of the Real Property Act 1900 by the person whose signature appears below.

RELODGED  
- 3 DEC 2010  
TIME: 11.55AM

Signature:

Signatory's name:  
Signatory's capacity:

DENNIS CURRANT  
SOLICITOR FOR THE  
EXECUTOR OF THE  
ESTATE OF THE LATE  
GWENDOLINE EILEEN  
MARGARET DAWSON

Witness please note: You may be contacted by the Land and Property Management Authority to verify the signing.

**WARNING! SEVERE PENALTIES MAY BE IMPOSED FOR LODGING A FALSE APPLICATION.**

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.  
0911

LAND AND PROPERTY MANAGEMENT AUTHORITY

EV61985



# STATUTORY DECLARATION

~~Oaths Act 1900, NSW Eighth Schedule~~ *OK*  
OATHS AND AFFIRMATIONS ACT 1984  
AUSTRALIAN CAPITAL TERRITORY *OK*

I **Robert George Parker** 8 Nanda Place WARAMANGA ACT 2611


do solemnly and sincerely declare that:-


1. I am the Executor of the Estate of the late Gwendoline Eileen Margaret Dawson.
2. I do not hold and never held Certificate of Title Folio Identifier 2/210407 now known as Vol 9180 Folio 2 in respect of the property known as 84 Douglas Street St Ives, New South Wales.

*OK* X AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act ~~1900~~ and Affirmations ~~Act~~ Act 1984 Australian Capital Territory *OK*

Made and subscribed at Canberra.....in the Australian Capital Territory  
on 22 November, 2010

in the presence of JUDITH MARY THOMPSON *2010*

  
22 NOVEMBER 2010  
Judith Thompson  
ACT Justice of the Peace # 2090

  
.....  
Signature of Declarant

**STATUTORY DECLARATION**  
*Oaths Act 1900, NSW Eighth Schedule*

I, **PAUL DAWSON** of 84 Douglas Street, St Ives, New South Wales, do solemnly and sincerely declare that:


1. I am a son of the deceased Gwendoline Eileen Margaret Dawson who died on 9 August 2009.
2. At the time of her death, my mother was living at 84 Douglas Street, St Ives, a property owned by her. At the time of her death and to date, I have also resided and continue to reside at 84 Douglas Street, St Ives.
3. At the request of the solicitors for the executors of the estate of my late mother, I have searched the property at 84 Douglas Street, St Ives for the Certificate of Title for that property. I have not been able to locate the Certificate of Title at the property.
4. I have searched the house thoroughly and searched every place that I know that my mother kept papers. My mother had a study and this contained numerous documents and papers but the Certificate of Title is not among them.
5. I am not aware of any other location where I could search for the Certificate of Title.

AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the *Oaths Act 1900*.

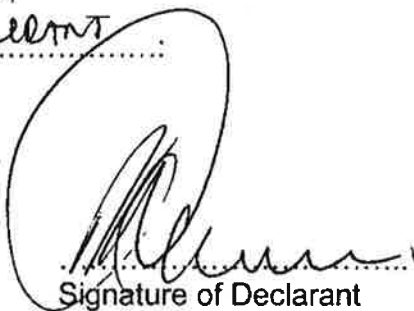
Made and subscribed at SYDNEY.....in New South Wales.

on 7 OCTOBER 2010

in the presence of DENNIS GEMT.....

  
.....  
Justice of the Peace

SOLICITOR

  
.....  
Signature of Declarant

## Statutory Declaration

I, Helene Gray of 25 Pierson Street, Lockleys in the State of South Australia do hereby solemnly and sincerely declare as follows:

That I am an attorney for Westpac Banking Corporation ABN 33 007 457 141 ("Westpac") under and by virtue of Power of Attorney registered in Book 4299 No 332 and in that capacity am authorised to make this declaration..

That Certificate of Title **Volume 9180 Folio 2** is registered in the name of **Gwendoline Eileen Margaret Dawson**.

That the unencumbered Certificate of Title **Volume 9180 Folio 2** is not held by Westpac Banking Corporation.

That notwithstanding the above a diligent search at The Mortgage Company for Certificate of Title **Volume 9180 Folio 2** has been made, which was not located.

That I do not know the whereabouts of the said missing Certificate of Title.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act, 1936 (as amended).

SUBSCRIBED and declared at )  
Lockleys this )  
23rd day of August 2010 )



before me.



**MARCUS JOHN PARKER**  
A Justice of the Peace in and for  
The State of South Australia  
No. 23587

## **STATUTORY DECLARATION** *Oaths Act 1900, NSW Eighth Schedule*

I **DENNIS GRANT** Solicitor of Level 9 Watson House, 300 George Street, Sydney, New South Wales, do solemnly and sincerely declare that::

1. I am the solicitor for the Executor of the Estate of the late Gwendoline Eileen Margaret Dawson.
2. Annexed hereto and marked "A" is a copy of a Grant of Probate of the estate of the deceased dated 30 March 2010.
3. The deceased died in New South Wales on the 9<sup>th</sup> of August 2009, Annexed hereto and marked "B" is a copy of Death Certificate 130867/2009.
4. At the death of the date, the deceased was the registered proprietor of a property known as 84 Douglas Street, St Ives in the state of New South Wales being the land comprised in Certificate of Title Folio Identifier Volume 9180/Folio 2. Annexed hereto and marked "C" is a copy of a Title Search in respect of that property. The deceased has never been bankrupt and has not assigned her estate for the benefit of any creditor. The title to the property is unencumbered.
5. The Certificate of Title for the property comprised in Certificate of Title Folio Identifier Volume 9180/Folio 2 cannot be located.
6. This statutory declaration is sworn in support of an application for issue of new Certificate of Title.
7. I have carried out the following enquiries and searches in relation to the location of the Certificate of Title:-

- (a) Contact with the Westpac Banking Corporation to ascertain whether or not that corporation had retained the Certificate of Title. I made this enquiry on the advice of Mr John Dawson, a son of the deceased who suggested that the Westpac Banking Corporation may have the retained the Certificate of Title. Annexed hereto and marked "D", "E" and "F" respectively are my letters to the Westpac Banking Corporation in relation to this enquiry. Annexed hereto and marked "G" is a copy of the response received from the Westpac Banking Corporation.
- (b) Contacted the Law Society of the NSW in relation to whether or not they held the Certificate of Title by reason of holding documents of the firm of solicitors Barnetts of North Sydney who ceased to practise but who had prepared the last Will and Testament of the deceased in respect of which probate was granted. Annexed hereto and marked "H" is a copy of that letter of enquiry. Annexed hereto and marked "I" is a copy of an email received from the Law Society of NSW advising that the Certificate of Title was not held.
- (c) I have requested that Mr Paul Dawson, a son of the deceased, who resided with the deceased at 84 Douglas Street, St Ives up to the time of her death (and he still resides at 84 Douglas Street) to carry out the search of the home to attempt to locate the Certificate of Title. I am advised by Mr Paul Dawson that he had carried out a search of home and that he has not been able to locate the Certificate of Title in his mother's papers and documents or in any other place within the home.
- (d) I am advised by John Dawson and Paul Dawson that they do not know of any other place where the Certificate of title may be located or kept and I am advised by them that they are not aware of any further enquiries that could be made in an attempt to locate the Certificate of Title.



(e) The Certificate of Title is not held by any person or corporation as security for a loan or for any other purpose.

8. Annexed hereto and marked "J" and "K" are copies of the most recent Rate Notices and Sydney Water Accounts for the property at 84 Douglas Street, St Ives.


AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the *Oaths Act* 1900.

Made and subscribed at Sydney in New South Wales.

On 13 January 2011

in the presence of ...Almira Liew

  
.....  
Justice of the Peace  
Reg No. 117 177

  
.....  
Signature of Declarant

"A"

Form 112 (version 2)  
Supreme Court Rules Part 78 rule 8

## PROBATE

### COURT DETAILS

Court	Supreme Court of New South Wales
Division	Equity
List	Probate
Registry	Sydney
Case number	2010/22052

### DECEASED'S DETAILS

Estate of:	<b>The late GWENDOLINE EILEEN MARGARET DAWSON</b>
Late of:	84 Douglas Street, St Ives NSW 2075
Occupation:	Home Duties
Date of death:	09 August 2009
Date of will:	17 November 1971

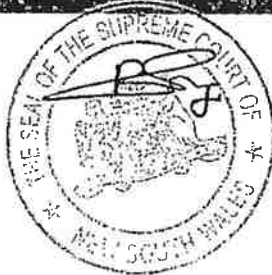
### PROBATE

Granted to:	<b>ROBERT GEORGE PARKER</b> of 8 Nanda Place, WARAMANGA ACT 2611
Basis of grant:	Probate of Will <i>appointed under</i> One of the Executors named in the Will. The other Executor, Bruce John Fisher, renounced probate.

The attached inventory lists property disclosed to the Court under s.81A of the Probate and Administration Act 1898. It is issued by the Court under s.91 (2) of that Act.

### SEAL AND SIGNATURE

Court seal  
Signature  
Capacity  
Date



Deputy Registrar

30 MAR 2010

THIS IS THE LAST WILL AND TESTAMENT of me GWENDOLINE EILEEN MARGARET DAWSON of 52 Ford Street North Ryde in the State of New South Wales Widow.

1. I REVOKE all former testamentary dispositions.
2. I APPOINT BRUCE JOHN FISHER and ROBERT GEORGE PARKER to be Executors and Trustees of this my Will AND I DECLARE that the expression "my Executors" includes the Trustees for the time being of this my Will and the trusts arising under it.
3. I GIVE the whole of my Estate unto my Executors UPON TRUST to divide it equally among those of my children who survive me and attain the age of twenty-five (25) years but if any child of mine dies before me or before attaining a vested interest leaving children then those children shall on attaining the age of twenty-five (25) years take equally the share which their parent would have otherwise taken.
4. MY Executors shall have the following powers:-
  - (a) TO APPLY for the maintenance education or benefit of any minor beneficiary as my Executors think fit the whole or any part of the capital of that part of my Estate to which that beneficiary is entitled or may in future be entitled.
  - (b) TO INVEST and change investments freely as if they were beneficially entitled and this power includes the right to invest in unsecured interest-free loans or other non-income-producing assets including property for occupation or use by a beneficiary.

I APPOINT the said BRUCE JOHN FISHER to be guardian of my minor children and I REQUEST that in the event of my death while my minor children are still at school that my guardian shall keep my said minor children in any

*B. S. Partridge*  
  
*B. S. Partridge*

12

*Gwendoline Dawson*



boarding school in which they shall be pupils at the date of my death.

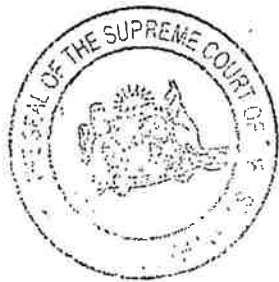
IN WITNESS whereof I have hereunto set my hand to this my Will this *Seventeenth* day of *November* One thousand nine hundred and seventy-one.

SIGNED AND ACKNOWLEDGED by the said Testatrix as and for her last Will and Testament in the presence of us both present at the same time who at her request in her presence and in the presence of each other have hereunto subscribed our names as witnesses:-

*James Dawson*

*Jan H. Barnett*  
*Whitaker*  
*Chattwood*

*B. R. Partridge*  
 *Clerk to*  
*Jan H. Barnett*



Form 96

ANNEXURE "C"

INVENTORY OF PROPERTY  
of the estate of Gwendoline Eileen Margaret Dawson late of  
St Ives NSW, deceased.

Property owned solely by deceased

Description	Estimated or known value
84 Douglas Street, St Ives NSW Folio Identifier 2/210407	\$1,200,000.00
Bank Account - <i>Nestlac cheque A/c</i>	\$ E 4,000.00
<b>TOTAL</b>	<b>\$1,204,000.00</b>

Property owned by deceased as joint tenant with another or others

Description	Particulars of other joint owner	Estimated or known value
(Describe each item sufficiently to identify it)	(Name and address of other joint owner)	\$ <u>                    </u> (Amount) (Total)
NIL	NIL	NIL

This is Annexure "C" to the affidavit of Robert George Parker sworn at *Stoney*  
this *21* day of *JANUARY* 20*13* before me.

*[Signature]*  
*Dennis Dawson*  
(signatures of the applicant and the person before whom the affidavit is sworn)  
*[Signature]*





# NEW SOUTH WALES

BIRTHS, DEATHS AND MARRIAGES REGISTRATION ACT 1995

## DEATH CERTIFICATE

REGISTRATION NUMBER

130867/2009

1 DECEASED	Family Name Christian or Given Name(s)	DAWSON Gwendoline Eileen	'B'
	Date of Death Place of Death Sex and Age Place of Birth Period of Residence in Australia Place of Residence Usual Occupation Marital Status at Date of Death	09 August 2009 84 Douglas Street, St Ives Female 84 years Cootamundra, NSW Life 84 Douglas Street, St Ives 2075 Home Duties Widowed	
2 MARRIAGE(S)	Place of Marriage Age when Married Full Name of Spouse	Unknown Not Stated Edward Bernard Dawson	
3 CHILDREN	In order of birth names and ages	Amanda M 54 John B 52 Paul G 49 David E 46	
4 PARENTS	Father's Name Mother's Name Mother's Maiden Family Name	Gordon Glen EVANS Eileen Dorothy JONES	
5 MEDICAL	Cause of Death and Duration of last illness  Name of Certifying Medical Practitioner or Coroner	(I)(a) Cerebrovascular accident, 30 minutes (b) Hypertension, 20 years (II) Atrial fibrillation, diabetes, 9 years Hyperviscosity syndrome, 8 years  Dr. Roger Drayton Stone	
6 BURIAL or CREMATION	Date Place	12 August 2009 Northern Suburbs Crematorium North Ryde	
7 INFORMANT	Name Address Relationship to deceased	J Dawson 21 Gardyne Street, Bronte 2024 Son	
8 REGISTERING AUTHORITY	Name Date	Greg Curry, Registrar 25 August 2009	
9 ENDORSEMENT(S)		Not any	

Before accepting copies, sight unaltered original. The original has a coloured background.

I hereby certify that this is a true copy of particulars recorded in a Register in the State of New South Wales, in the Commonwealth of Australia



REGISTRY OF BIRTHS  
DEATHS AND MARRIAGES

SYDNEY

25 Aug 2009

*Greg Curry*

Registrar



**ANSTAT**  
AN SAI GLOBAL COMPANY

Order number: 5913808  
Your Reference: DG-9172  
14/07/10 17:13

"C"

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 2/210407

SEARCH DATE	TIME	EDITION NO	DATE
14/7/2010	5:13 PM		

VOL 9180 FOL 2 IS THE CURRENT CERTIFICATE OF TITLE

LAND

LOT 2 IN DEPOSITED PLAN 210407  
AT ST. IVES  
LOCAL GOVERNMENT AREA KU-RING-GAI  
PARISH OF GORDON COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP210407

FIRST SCHEDULE

GWENDOLINE EILEEN MARGARET DAWSON (T W597890)

SECOND SCHEDULE (5 NOTIFICATIONS)

- RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- J42551 COVENANT
- J99734 COVENANT
- J650420 EASEMENT FOR DRAINAGE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE DRAINAGE EASEMENT 10 FT WIDE AND THE DRAINAGE EASEMENT 3 FT WIDE SHOWN WITHIN LOT 10 IN DP220960
- \* 5 W148080 CAVEAT BY HER MAJESTY QUEEN ELIZABETH THE SECOND

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

PRINTED ON 14/7/2010

**WATSON & WATSON**  
**SOLICITORS**

**FAXED**  
28/7/10

RICHARD A WATSON, B.Comm, LLB

Our Ref: DG.AL.9172  
Your Ref:

u D u

9th Floor Watson House  
300 George Street  
Sydney NSW 2000  
(02) 9221 6011

Facsimile: 9221 4369

Email: richard@watsonandwatson.com.au  
www.watsonandwatson.com.au

28 July 2010

The Manager  
Westpac Mortgage Centre

**BY FAX: 1300 366 679**

Dear Manager

**RE: ENQUIRY IN RELATION TO TITLE DEED  
FOR 84 DOUGLAS STREET, ST IVES  
CERTIFICATE OF TITLE FOLIO IDENTIFIER 2/210407**

We act for the executor of the Estate of the late Gwendoline Eileen Dawson who died on 9 August 2009.

We attach a copy of a Title Search for the above property which does not show any mortgage to Westpac Banking Corporation. We are instructed that there was previously a mortgage to Westpac Banking Corporation which was discharged and we are hopeful that the Bank may still hold the Certificate of Title.

The previous Title Reference was Vol 9180 Folio 2.

Would you please contact Dennis Grant urgently regarding production/release of Certificate of Title in respect of this property.

Yours faithfully

**WATSON & WATSON**



**Dennis Grant**  
Solicitor

Enc



**Accredited Specialists Commercial Litigation**

Liability limited by a scheme approved  
under Professional Standards Legislation



**ANSTAT**  
AN SAI GLOBAL COMPANY

Order number: 5913808  
Your Reference: DG-9172  
14/07/10 17:13

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH  
-----

FOLIO: 2/210407  
-----

SEARCH DATE	TIME	EDITION NO	DATE
14/7/2010	5:13 PM	-	-

VOL 9180 FOL 2 IS THE CURRENT CERTIFICATE OF TITLE

LAND  
-----

LOT 2 IN DEPOSITED PLAN 210407  
AT ST. IVES  
LOCAL GOVERNMENT AREA KU-RING-GAI  
PARISH OF GORDON COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP210407

FIRST SCHEDULE  
-----

GWENDOLINE EILEEN MARGARET DAWSON (T W597890)

SECOND SCHEDULE (5 NOTIFICATIONS)  
-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 J42551 COVENANT
- 3 J99734 COVENANT
- 4 J650420 EASEMENT FOR DRAINAGE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE DRAINAGE EASEMENT 10 FT WIDE AND THE DRAINAGE EASEMENT 3 FT WIDE SHOWN WITHIN LOT 10 IN DP220960
- \* 5 W148080 CAVEAT BY HER MAJESTY QUEEN ELIZABETH THE SECOND

NOTATIONS  
-----

UNREGISTERED DEALINGS: NIL

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

PRINTED ON 14/7/2010

# WATSON & WATSON

## SOLICITORS

RICHARD A WATSON, B.Comm, LLB

Our Ref: DG.AL.9172  
Your Ref: JP

**COPY**

"E"

9th Floor Watson House  
300 George Street  
Sydney NSW 2000  
(02) 9221 6011

Facsimile: 9221 4369  
Email: richard@watsonandwatson.com.au  
www.watsonandwatson.com.au

2 August 2010

The Manager  
Westpac Mortgage Centre  
GPO Box 2755  
ADELAIDE SA 5001

**BY FAX: 1300 366 679**

Dear Manager

**RE: DAWSON  
CUSTOMER No. 01212906  
CUSTOMER REF No. 800008544733**

---

We **attach** copy of our letter of 28 July 2010.

Please confirm that you actually hold the Certificate of Title. We will then arrange to have the Executor sign the release of the request. The Executor lives outside of Sydney and it will take some time for us to have the document completed. We will do this if you can confirm that you actually hold the Certificate of Title.

Yours faithfully  
**WATSON & WATSON**

**Dennis Grant**  
Solicitor

Enc



**Accredited Specialists Commercial Litigation**

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under Professional Standards Legislation

# WATSON & WATSON

## SOLICITORS

RICHARD A WATSON, B.Comm, LLB

Our Ref: DG.AL.9172  
Your Ref:

9th Floor Watson House  
300 George Street  
Sydney NSW 2000  
(02) 9221 6011

Facsimile: 9221 4369  
Email: richard@watsonandwatson.com.au  
www.watsonandwatson.com.au

COPY

16 August 2010

Releases Department  
Westpac Mortgage Centre

**BY FAX: 1300 366 679**

Dear Sir/Madam

**RE: CUSTOMER NAME: DAWSON  
CUSTOMER No. 01212906**

---

We refer to your facsimile transmission of 2 August 2010.

We **attach** completed request to release Security Application Form.

We will allow 3 working days to pass but ask that you now commence preparation of the necessary documents in readiness to settlement/release.

Yours faithfully  
**WATSON & WATSON**

**Dennis Grant**  
Solicitor

Enc



**Accredited Specialists Commercial Litigation**

Liability limited by a scheme approved  
under Professional Standards Legislation





Australia's First Bank

"G"

Westpac Banking Corporation  
ABN 33 007 457 141

The Mortgage Centre  
GPO Box 2755  
Adelaide SA 5001  
Telephone No: 08 8152 1144  
Facsimile No: 08 8152 1900  
Our Ref 01212906  
Your Ref:

Watson & Watson Solicitors,  
9th Floor Watson House,  
300 George Street,  
SYDNEY NSW. 2000

Attention: Dennis Grant

23 August, 2010

Dear Dennis,

**Missing Certificate of Title Volume 9180 Folio 2  
In the name of Gwendoline Eileen Margaret DAWSON  
Property: 84 Douglas Street, St. Ives, NSW.**

We refer to your correspondence dated 16<sup>th</sup> August 2010 and advise that we do not hold the unencumbered Certificate of Title.

Further I advise that it was Westpac's policy to return to the customer any Certificate of Title from which the mortgage had been discharged.

As you are probably aware the bank only maintains physical records for a period of seven years and as such we are unable to provide an acknowledgement.

Accordingly should you wish to commence proceedings for a new Certificate of Title I enclose a Statutory Declaration signed on behalf of the Bank to accompany the application.

If you have any further queries regarding this matter, please feel free to contact me on 08 8152 1144 Ext 13774 during normal business hours.

Yours sincerely,

Helene Gray  
Document Replacements  
Business Transaction Services

**WATSON & WATSON**  
**SOLICITORS**

'H'

RICHARD A WATSON, B.Comm, LLB

Our Ref: DG:AL.8045  
Your Ref:

9th Floor Watson House  
300 George Street  
Sydney NSW 2000  
(02) 9221 6011

Facsimile: 9221 4369

26 August 2010

COPY

Email:richard@watsonandwatson.com.au  
www.watsonandwatson.com.au

The Proper Officer  
The Law Society of NSW  
170 Phillip Street  
SYDNEY NSW 2000

Dear Sir/Madam

**RE: ESTATE OF THE LATE GWENDOLINE EILEEN MARGARET DAWSON  
- DOCUMENTS AND/OR FILES HELD BY THE LAW SOCIETY OF NSW**

---

We have corresponded previously in relation to the abovementioned estate.

The Will of the late Mrs Dawson has been provided by the Society (having been obtained from the Society following the cessation of the practice Barnetts Solicitors).

We cannot now locate the Certificate of Title for the property at 84 Douglas Street, St Ives being the property comprised in Certificate of Title Folio Identifier 2/210407.

Would you please advise whether the Society holds the Certificate of Title.

Yours faithfully

**WATSON & WATSON**

**Dennis Grant**  
Solicitor



**Accredited Specialists Commercial Litigation**

Liability limited by a scheme approved  
under Professional Standards Legislation

"I"

**dennis**

---

**From:** Melissa Wile [Melissa.Wile@lawsociety.com.au]  
**Sent:** Tuesday, 7 September 2010 2:11 PM  
**To:** dennis.grant@watsonandwatson.com.au  
**Subject:** CT enquiry

Dear Mr. Grant,

I refer to your letter regarding the request of the Certificate of Title 2/210407 under the name of the late Gwendoline Eileen Margaret Dawson. I must inform you that I have searched our records and we do not hold any documents under the name of Gwendoline Eileen Margaret Dawson.

I regret I can be of no further assistance.

Kind Regards,

Melissa

**Melissa Wile | Admin Assistant, Secretariat  
The Law Society of New South Wales**

T: 02 9926 0394 | F: 02 9926 0166 | E: [melissa.wile@lawsociety.com.au](mailto:melissa.wile@lawsociety.com.au) | W: [www.lawsociety.com.au](http://www.lawsociety.com.au)  
170 Phillip Street, Sydney NSW 2000 | DX 362 Sydney

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 Please consider the environment before printing this email.



818 Pacific Highway, Gordon NSW 2072  
Locked Bag 1056, Pymble NSW 2073  
T 02 9424 0000 F 02 9424 0001  
DX 8703 Gordon TTY 133 677  
E kmc@kmc.nsw.gov.au  
W www.kmc.nsw.gov.au  
Office Hours: 8.30am to 5pm, Monday to Friday  
ABN 86 408 856 411

13

**PAYWAY PHONE PAYMENTS:**  
Telephone No: 1300 885 175  
Bill Code: 102319  
Account No.: 00093674



Bill Code **72694**  
Ref No. **00093674**

### REMINDER NOTICE RATES & CHARGES NOTICE 2010/2011



004

Mrs G Dawson  
84 Douglas Street  
ST IVES NSW 2075

Posting Date: 17/09/2010  
**DUE DATE** Overdue

**PROPERTY NO.**

109457

**Property Location & Description**

84 Douglas Street, ST IVES NSW 2075  
Lot 2 DP 210407

According to Council's records, your instalment for rates and charges due 31 August 2010 has not been paid. Perhaps you did not receive your notice or you may have overlooked making payment by the due date.

If there is a problem or you are having difficulties paying this amount, please contact Council's rates section on 9424 0000 to make an alternative payment arrangement.

Please disregard this notice if you have paid this amount after 13/09/2010 or have already made an arrangement.

Please Note: A merchant fee surcharge on the value of your transaction is applicable to credit card payments.

American Express 1.65%  
Visa/MasterCard 0.5%

J McKee  
GENERAL MANAGER

**Total Overdue: \$7,101.96**

4025355-Run1-B-ASA001-001995

**NAME:** Mrs G Dawson  
**LOCATION:** 84 Douglas Street, ST IVES NSW 2075  
**PROPERTY No.:** 109457



**PAYING IN PERSON:** at any Australia Post office or agency

2010/2011 REMINDER NOTICE



\*2160 93674



BPAY - Biller Code 72694 REF No. 00093674

Contact your participating bank, credit union or building society to make this payment. Credit card payment through BPay is no longer available.



Telephone payments: **PAYWAY BILLER CODE 102319; A/C No. 00093674**

Phone 1300 885 175 (24hr service) by MasterCard, VISA or American Express. Please have your credit card handy. A merchant fee surcharge is applicable.



Internet payments: **A/C No. 00093674**

Log onto Council's website [www.kmc.nsw.gov.au](http://www.kmc.nsw.gov.au). Go to Rates under Quicklinks, and click on Go to online credit card payment. A merchant fee surcharge is applicable.



**Mailing your payment:** Please detach this slip and return to Council. Please make cheques payable to Ku-ring-gai Council and crossed "Not Negotiable". No receipt will be issued.

**TOTAL OVERDUE**

**\$7,101.96**

**DUE DATE**

**OVERDUE**



Telephone Payments ☎ (See below)  
 Account Balance ☎ 1300 362 09  
 Website: sydneywater.com.au



General Enquiries ☎ 13 20 92  
 8.30am to 5.30pm (Mon-Fri)  
 Faults and Leaks ☎ 13 20 90  
 24 hours

Total amount due

**\$468.65**

Please pay

**Immediately**

Account number

**3202 682**

**Payment of your bill is now overdue**



MS GEM DAWSON  
 84 DOUGLAS ST  
 ST IVES NSW 2075

32026820-7972

**Account for residential property**

**84 Douglas St St Ives**

Other charges and credits	\$
Amount overdue	466.55
Interest, to 13 Sep 10	2.13
Credit	-0.03

**Total amount due \$468.65**

**Payment overdue - reminder notice**

Our records indicate that you have not yet paid your bill. Payment is now overdue. If you have arranged to pay your bill or have paid recently, please disregard this notice.

If you have any queries or are not able to pay your bill, please call 13 20 92. We can talk to you about alternative payment options and arrangements.

**Dispute Resolution:**

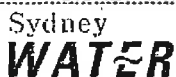
If you are not happy with a decision made by Sydney Water, please call us on 13 20 92. If you are still not satisfied, you may call the Energy and Water Ombudsman NSW (EWON) on 1800 246 545.

*Continued overleaf*

SYDNEY WATER CORPORATION ABN 49 776 225 038

**TAX INVOICE**

Date of issue 13 September 2010



**Account for 84 Douglas St St Ives**



\*242 3202 682 0004

POSTbillpay: Use cash, cheque or debit card at any Australia Post Office.

**Credit card limit: \$1,000 per bill**

Payment number

**3202 682 0004**

Please pay

**Immediately**

Total amount due

**\$468.65**



BPAY: Internet or phone banking.  
 Biller code: 45435 Ref no.: 3202 682 0004



Mall payments: Return slip and cheque payable to Sydney Water (no staples).

Send to:  
 Sydney Water  
 PO Box 339  
 Silverwater NSW 2128



Telephone payments: Mastercard or Visa.  
 Call 1300 123 458 (24 hour service)



Direct debit payments: For more information, please call 13 20 92 or visit sydneywater.com.au



Internet payments: Mastercard or Visa: sydneywater.com.au

TRAN CODE	USER CODE	CUSTOMER REFERENCE NUMBER
831	066859	00003202 682 0004



818 Pacific Highway, Gordon NSW 2072  
Locked Bag 1056, Pymble NSW 2073  
T 02 9424 0000 F 02 9424 0001  
DX 8703 Gordon TTY 133 677  
E kmc@kmc.nsw.gov.au  
W www.kmc.nsw.gov.au  
Office Hours: 8.30am to 5pm, Monday to Friday  
ABN 86 408 856 411

**PAYWAY PHONE PAYMENTS:**  
Telephone No: 1300 885 175  
Bill Code: 102319  
Account No.: 00093674

### REMINDER NOTICE RATES & CHARGES NOTICE 2010/2011



004

Mrs G Dawson  
84 Douglas Street  
ST IVES NSW 2075



Bill Code 72694  
Ref No. 00093674

Posting Date 17/09/2010  
**DUE DATE** Overdue

**PROPERTY NO.**  
109457

**Property Location & Description**  
84 Douglas Street, ST IVES NSW 2075  
Lot: 2 DP 210407

According to Council's records, your instalment for rates and charges due 31 August 2010 has not been paid. Perhaps you did not receive your notice, or you may have overlooked making payment by the due date.

If there is a problem or you are having difficulties paying this amount, please contact Council's rates section on 9424 0000 to make an alternative payment arrangement.

Please disregard this notice if you have paid this amount after 13/09/2010 or have already made an arrangement.

Please Note: A merchant fee surcharge on the value of your transaction is applicable to credit card payments.

American Express 1.65%  
Visa/MasterCard 0.5%

J McKee  
GENERAL MANAGER

I hereby certify this to be  
a true copy of the original **Total Overdue: \$7,101.96**

4025355-Run1-B-ASA001-001995

NAME: Mrs G Dawson  
LOCATION: 84 Douglas Street, ST IVES NSW 2075  
PROPERTY No.: 109457

*Dennis Cleary*  
Schenck  
1/12/10



**PAYING IN PERSON:** at any Australia Post office or agency



\*2160 93674

2010/2011 REMINDER NOTICE



BPAY - Biller Code 72694 REF No. 00093674

Contact your participating bank, credit union or building society to make this payment. Credit card payment through BPay is no longer available.



Telephone payments: **PAYWAY BILLER CODE 102319; A/C No. 00093674**

Phone 1300 885 175 (24hr service) by MasterCard, VISA or American Express. Please have your credit card handy. A merchant fee surcharge is applicable.



Internet payments: **A/C No. 00093674**

Log onto Council's website [www.kmc.nsw.gov.au](http://www.kmc.nsw.gov.au). Go to Rates under Quicklinks, and click on Go to online credit card payment. A merchant fee surcharge is applicable.



**Mailing your payment:** Please detach this slip and return to Council. Please make cheques payable to Ku-ring-gai Council and crossed "Not Negotiable". No receipt will be issued.

**TOTAL OVERDUE**

**\$7,101.96**

**DUE DATE**

**OVERDUE**

9/15-9-72

# SEWERAGE SERVICE DIAGRAM

Municipality of *Ku-ring-gai*

No. *823136*

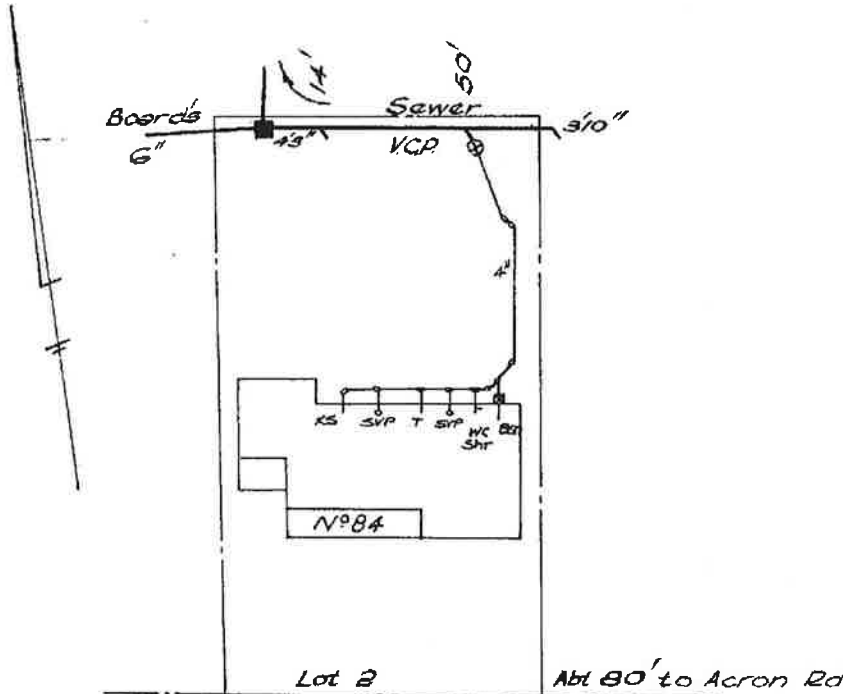
SYMBOLS AND ABBREVIATIONS

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

Scale: 40 Feet To An Inch

SEWER AVAILABLE

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



DOUGLAS

ST

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

SHEET No. *7219*

OFFICE USE ONLY

For Engineer House Services

DRAINAGE			PLUMBING			
W.C.	Supervised by	Date	BRANCH OFFICE		Supervised by	Date
Bth.	Inspector	/ /	Date	HL LL	Inspector	/ /
Shr.			Outfall			
Bsn.	Chief Inspector	/ /	Drainer	886-536		
K.S.			Plumber	1251-311		
T.			Boundary Trap			
Plg.						
Dge. Int.						

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.

# PLANNING CERTIFICATE

818 Pacific Highway, Gordon NSW 2072  
Locked Bag 1056, Fybble NSW 2073  
T 02 9424 0000 F 02 9424 0001  
DX 6703 Gordon TTY 02 9424 0875  
E [kmc@kmc.nsw.gov.au](mailto:kmc@kmc.nsw.gov.au)  
W [www.kmc.nsw.gov.au](http://www.kmc.nsw.gov.au)  
ABN 86 408 856 411



UNDER SECTION 149 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

## PROPERTY DETAILS

**Address:** 84 Douglas Street ST IVES NSW 2075

**Lot Description:** Lot 2 DP 210407

## CERTIFICATE DETAILS

**Certificate No:** PC3274/13      **Certificate Date:** 26/09/2013

**Certificate Type:** Section 149(2)

**Receipt No:** 380743

## APPLICANT'S DETAILS

REF: 31285454



SAI Global Property Division  
PO Box A2151  
SYDNEY SOUTH NSW 1235

## BACKGROUND INFORMATION

This certificate provides information on how a property (such as land, a house, a commercial building, etc.) may be used and the limits on its development. The certificate contains information Council is aware of through its records and environmental plans with data supplied by the State Government. The details contained in this certificate are limited to that required by Section 149 of the Environmental Planning and Assessment Act.

RECEIVED  
30 SEP 2013



**1. WHICH ENVIRONMENTAL PLAN RESTRICTS THE USE OF THIS PROPERTY?**

(Including planning proposals and draft local environmental plans exhibited prior to 1 July 2009 pursuant to section 66(1) b of the E. P. & A. Act).

Ku-ring-gai Planning Scheme Ordinance as prescribed in Government Gazette No.108 of 1 October 1971.

Draft Ku-ring-gai Local Environmental Plan 2013

Draft Local Environmental Plan No.191 - Preservation of Trees.

Draft Local Environmental Plan No.195.

Draft Local Environmental Plan No.192 and Draft Development Control Plan No.46 - Exempt and Complying Development.

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**2. WHAT IS THE ZONING OF THIS PROPERTY and the relevant environmental plan?**

(Zoning is a way of classifying land and limits the range of uses or activities that may be permitted on that land or property).

Residential 2( c )

under the provisions of the Ku-ring-gai Planning Scheme Ordinance as prescribed in Government Gazette No.108 of 1 October 1971.

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**3. WHAT DOES NOT REQUIRE DEVELOPMENT CONSENT under the above environmental plan(s)?**

Exempt Development as described in Schedule 1 of Development Control Plan No 46 - Exempt and Complying Development and Clause 24 of the Ku-ring-gai Planning Scheme Ordinance.

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**4. WHAT DOES REQUIRE DEVELOPMENT CONSENT under the above environmental plan(s)?**

Demolition of a building or work (being demolition that is not exempt development).  
Development (other than exempt development) for the purpose of: dwelling-houses; home occupations. Any other development not permitted by 3 above or prohibited by 5 below.

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**5. WHAT IS PROHIBITED by the above environmental plan(s)?**

Development for the purposes of: advertisements; advertising structures; boarding-houses; brothels; bulk stores; caravan parks; car repair stations; clubs; commercial premises; emergency services facilities; gas holders; generating works; hotels; industries; institutions; junk yards; liquid fuel depots; mines; motels; motor showrooms; refreshment rooms; residential flat buildings; roadside stalls; sawmills; service stations; shops; stock and sale yards; transport terminals; warehouses.

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**6. DO THE DIMENSIONS OF THE LAND PERMIT THE ERECTION OF A DWELLING HOUSE ON THIS PROPERTY?**

The Ku-ring-gai Planning Scheme Ordinance requires allotments for a new dwelling house within the Residential 2(c) zone to comply with the following dimensions:

- a) a minimum area of 929 square metres.
- b) for a rectangular shaped allotment the minimum width is 18.3 metres.
- c) for an irregularly shaped allotment (other than a hatchet/battleaxe shaped allotment) the minimum width is 18.3 metres when measured at a distance of 12.19 metres from the street alignment.
- d) for a hatchet/battleaxe shaped allotment the minimum area is 1300 square metres excluding the area of the access corridor. The minimum width for the access corridor of a hatchet/battleaxe lot is 4.6 metres.
- e) if the property has frontage to a main road or county road (and is not a hatchet/battleaxe shaped allotment), the minimum width is 27.4 metres when measured at a distance of 12.19 metres from the street alignment.

Please note that the above standards do not prohibit the erection of a dwelling house on this property if the land existed as a separate parcel (that is, it was a separate lot in a Deposited Plan) on, or before, 1 October 1971. Contact your solicitor or conveyancer for more details on your land.

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## **7. WHAT OTHER PLANNING INSTRUMENTS AFFECT THIS PROPERTY?**

(State and deemed state environmental plans are prepared by the State Government and cover issues as varied as rivers, residential development, employment, etc. If you have any further enquiries please contact the Department of Planning, Tel: 02 9228 6333 or email [information@planning.nsw.gov.au](mailto:information@planning.nsw.gov.au)..

### **Draft State Environmental Planning Policy (Competition)**

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

State Environmental Planning Policy No.1 - Development Standards.

State Environmental Planning Policy No.4 - Development without Consent and Miscellaneous Exempt and Complying Development.

State Environmental Planning Policy No.6 - Number of storeys in a building.

State Environmental Planning Policy No.19 - Bushland in Urban Areas.

State Environmental Planning Policy No.21 - Caravan Parks

State Environmental Planning Policy No.32 - Urban Consolidation (Redevelopment of Urban Land).

State Environmental Planning Policy No.33 - Hazardous & Offensive Development.

State Environmental Planning Policy No.44 - Koala Habitat Protection.

State Environmental Planning Policy No.55 - Remediation of Land.

State Environmental Planning Policy No.60 - Exempt and Complying Development.

State Environmental Planning Policy No.62 - Sustainable Aquaculture.

State Environmental Planning Policy No.64 - Advertising and Signage.

State Environmental Planning Policy No.65 - Design Quality of Residential Flat Development.

State Environmental Planning Policy No.70 - Affordable Housing(Revised Schemes).

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004.

State Environmental Planning Policy (Major Development) 2005.

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

State Environmental Planning Policy (Temporary Structures) 2007.

State Environmental Planning Policy (Infrastructure) 2007.

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

State Environmental Planning Policy (Affordable Rental Housing) 2009.

State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004.

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**8. WHICH DEVELOPMENT CONTROL PLANS APPLY TO THE PROPERTY?**

(A development control plan adds further detail to local environmental plans and may address issues such as building height, car parking etc. Copies of the Plans are available from Council).

- Development Control Plan No.8 - Professional Consulting Rooms
- Development Control Plan No.28 - Advertising Signs
- Development Control Plan No.31 - Access
- Development Control Plan No.38 - Residential Design Manual
- Development Control Plan No.40 - Construction and Demolition Waste Management
- Development Control Plan No.43 - Car Parking for Development in Ku-ring-gai Council Area
- Development Control Plan No.46 - Exempt and Complying Development
- Development Control Plan No.47 - Water Management
- Development Control Plan No.56 - Notification
- Development Control Plan No.57 - Child Care Centres

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**9. WHICH DEVELOPMENT CONTRIBUTION PLANS APPLY IF THIS PROPERTY IS DEVELOPED?**

(A Development Contribution Plan – commonly known as a Section 94 Plan outlines the financial costs Council charges if a property is developed and Council believes the development will require additional services or facilities such as parks, roads etc. Copies of the Plans are available from Council).

Ku-ring-gai Contributions Plan 2010.

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**10. IS THE PROPERTY IDENTIFIED AS A HERITAGE ITEM by Council or State Government? (and if so, what is the status, e.g. local environmental plan, Heritage Act etc.)**

No.

*SPECIAL NOTE: Your attention is drawn to Clause 61E of the Ku-ring-gai Planning Scheme Ordinance which states that Council shall not grant consent to an application to carry out development on land in the vicinity of a heritage item unless it has made an assessment of the effect the carrying out of that development will have on the heritage significance of the item and its setting.*

**11. IS THE PROPERTY IN A CONSERVATION AREA?**

No.

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*SPECIAL NOTE: A conservation area is a place of historic and aesthetic value to the community. It contains a number of elements of significance, such as a historic subdivision layout, a pattern of building "footprints" within each street block, buildings of historic and architectural importance, road alignments, trees, gutters and kerb edges which all combine to create a sense of place that is worth keeping. Council's Heritage Conservation Planner can provide you with more information on this matter.*

**12. DOES THE PROPERTY INCLUDE OR COMPRISE CRITICAL HABITAT?**

No.

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**13. IS THE PROPERTY AFFECTED BY A ROAD WIDENING OR ROAD REALIGNMENT under the Roads Act, any environmental planning instrument or any Council resolution?**

No.

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**14. IS THE PROPERTY RESERVED FOR ACQUISITION BY A PUBLIC AUTHORITY UNDER ANY ENVIRONMENTAL PLAN OR PROPOSED ENVIRONMENTAL PLAN?**

No.

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**15. IS THE PROPERTY PART OF ANY APPLICATION DECLARED TO BE "STATE SIGNIFICANT DEVELOPMENT"?**

(Development is judged to be "State significant" if the Minister for Planning declares it to be so based on substantial cost of development, significant numbers of employees or other criteria. If you have any further enquiries please contact the Department of Planning, Tel: 02 9228 6333 or email [information@planning.nsw.gov.au](mailto:information@planning.nsw.gov.au).)

No.

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**16. IS THE PROPERTY AFFECTED BY SECTION 38 OR 39 OF THE COASTAL PROTECTION ACT?**

No.

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**17. IS THE PROPERTY WITHIN A "PROCLAIMED MINE SUBSIDENCE DISTRICT"?**

No.

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**18. IS THE PROPERTY AFFECTED BY ONE OF THE MATTERS PRESCRIBED BY SECTION 59(2) OF THE CONTAMINATED LAND MANAGEMENT ACT 1997?**

No.

*SPECIAL NOTE: If you have any concerns about land contamination beyond the information described in this certificate, you should contact the NSW Office of Environment & Heritage. Tel: 131 555 or email [info@environment.nsw.gov.au](mailto:info@environment.nsw.gov.au).*

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**19. IS THE PROPERTY BUSH FIRE PRONE LAND?**

The land is bush fire prone land.

"Bush fire prone land" is defined in section 4 of the Environmental Planning & Assessment Act 1979 as meaning "land recorded for the time being as bushfire prone land on a bush fire prone land map for the area."

"The "area" is the local government area of Ku-ring-gai."

"The bush fire prone land map referred to in the definition may be inspected at the office of the Council."

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**20. IS THE PROPERTY, LAND TO WHICH A PROPERTY VEGETATION PLAN UNDER THE *NATIVE VEGETATION ACT 2003* APPLIES?**

No.

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**21. IS THE PROPERTY, LAND SUBJECT TO AN ORDER UNDER THE *TREE (DISPUTES BETWEEN NEIGHBOURS) ACT 2006*?**

The land is not known to be subject to such order.

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**22. IS THE PROPERTY SUBJECT TO DIRECTIONS UNDER PART 3A MAJOR INFRASTRUCTURE AND OTHER PROJECTS of the Environmental Planning & Assessment Act 1979 No.203?**

No.

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**23. IS THE PROPERTY SUBJECT TO A CURRENT SITE COMPATIBILITY CERTIFICATE AND CONDITIONS FOR SENIORS HOUSING under the provisions of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004?**

No.

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**24. IS THE PROPERTY SUBJECT TO A VALID SITE COMPATIBILITY CERTIFICATE FOR INFRASTRUCTURE issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007?**

No.

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**25. IS THE PROPERTY SUBJECT TO A VALID SITE COMPATIBILITY CERTIFICATE AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING issued under clause 37 of State Environmental Planning Policy (Affordable Rental Housing) 2009?**

No.

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**26. IS THE PROPERTY SUBJECT TO AN EXEMPTION UNDER SECTION 23 OR AUTHORISATION UNDER SECTION 24 OF THE NATIONAL BUILDING AND JOBS PLAN (STATE INFRASTRUCTURE DELIVERY) ACT 2009?**

No.

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**27. IS THE PROPERTY, LAND THAT IS BIODIVERSITY CERTIFIED LAND WITHIN THE MEANING OF PART 7AA OF THE THREATENED SPECIES CONSERVATION ACT 1995?**

No.

*Special Note: For further information about the Biodiversity Certified Land contact the NSW Office of Environment & Heritage. Tel:131 555 or email [info@environment.nsw.gov.au](mailto:info@environment.nsw.gov.au).*

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**28. IS THE PROPERTY, LAND TO WHICH A BIOBANKING AGREEMENT UNDER PART 7A OF THE THREATENED SPECIES CONSERVATION ACT 1995 RELATES?**

No.

*Special Note: For further information about the Biobanking agreement contact the Biobanking Team at NSW Office of Environment & Heritage, Tel: 131 555 or email [biobanking@environment.nsw.gov.au](mailto:biobanking@environment.nsw.gov.au).*

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**29. IS THE PROPERTY, LAND ON WHICH COMPLYING DEVELOPMENT MAY BE CARRIED OUT UNDER EACH OF THE CODES FOR COMPLYING DEVELOPMENT IN STATE ENVIRONMENTAL PLANNING POLICY (EXEMPT AND COMPLYING DEVELOPMENT CODES) 2008 AND, IF COMPLYING DEVELOPMENT MAY NOT BE CARRIED OUT ON THAT LAND BECAUSE OF ONE OR MORE OF THE REQUIREMENTS UNDER CLAUSES 1.17A(c) AND (d) AND 1.19 OF THAT POLICY, WHY IT MAY NOT BE CARRIED OUT ON THAT LAND?**

**General Housing Code**

Complying development under the General Housing Code **may** be carried out on the land.

**Housing Alterations Code**

Complying development under the Housing Internal Alteration Code **may** be carried out on the land.

**General Development Code**

Complying development under the General Development Code **may** be carried out on the land.

**General Commercial and Industrial Code**

Complying development under the General Commercial and Industrial Code **may** be carried out on the land.

**Subdivision Code**

Complying development under the Subdivision Code **may** be carried out on the land.

**Demolition Code**

Complying development under the Demolition Code **may** be carried out on the land.

*SPECIAL NOTE: The above question relates to whether or not the land falls within an exclusion area under Clauses 1.17A(c) and (d) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is your responsibility to ensure that you comply with any other general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.*

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**30. DO ANY ADOPTED COUNCIL POLICIES OR RESOLUTIONS OR ANY POLICIES ADOPTED BY A PUBLIC AUTHORITY REQUIRED TO BE REFERRED TO IN A PLANNING CERTIFICATE RESTRICT THE DEVELOPMENT OF THE PROPERTY DUE TO THE LIKELIHOOD OF LANDSLIP, BUSHFIRES, TIDAL INUNDATION, SUBSIDENCE, CONTAMINATION, ACID SULPHATE SOILS OR ANY OTHER RISK (OTHER THAN FLOODING)?**

YES. "Development Control Plan No.38 - Residential Design Manual" contains details regarding bushfire risk. For further information on the requirements of DCP No.38 please contact Council's Development & Regulations, Tel. 9424-0000.

Note: A review of Council's readily available records has been conducted to identify previous land uses that may have caused land contamination. This review did not reveal any reason for contamination of this property. However, prior to urban settlement, sizeable areas of Ku-ring-gai were covered by agricultural and horticultural activities. These uses are listed in the Managing Land Contamination Planning Guidelines as activities that may cause contamination. If you are concerned about possible contamination of the site you should make your own investigations regarding the condition of this property.

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**31. DO ANY ADOPTED COUNCIL POLICIES OR RESOLUTIONS OR ANY POLICIES ADOPTED BY A PUBLIC AUTHORITY REQUIRED TO BE REFERRED TO IN A PLANNING CERTIFICATE EFFECT THE DEVELOPMENT OF THE PROPERTY DUE TO FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION?**

Yes. Development Control Plan No.47 - Water Management.

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**32. OTHER INFORMATION RELATING TO DEVELOPMENT OF THE SITE.**

A Tree Preservation Order applies to all land in the Ku-ring-gai Local Government Area. The Order aims to conserve Ku-ring-gai's tree canopy. The Order prohibits the ring barking, cutting down, lopping, pruning, removing, injuring or wilful destruction of any tree with a height greater than 5 metres or a canopy spread greater than 4 metres, unless the owner has the written consent of Council. A penalty can be imposed if the requirements of the Order are not complied with. For more information on the Tree Preservation Order please contact Council's Customer Service on 9424-0000.

This land may contain threatened species, populations and ecological communities listed under the Threatened Species Conservation Act 1995 (NSW) and or the Environment Protection Biodiversity Conservation Act 1999 (Commonwealth). For more information contact the Department of Environment, Climate Change and Water, Tel: 99955000.

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**33. DO YOU NEED TO REFER TO ANY OTHER DOCUMENTS?**

Yes. The Environmental Planning and Assessment Act 1997 commenced operation on 1 July 1998. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Amendment) Regulation 1998, Environmental Planning and Assessment (Further Amendment) Regulation 1998 and Environmental Planning and Assessment (Savings and Transitional) Regulation 1998. Your solicitor will have a copy of this legislation or it may be obtained from the Government Information Office.

---

**John McKee**  
General Manager,

Per 