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# Contract for the sale and purchase of land 2026 edition

| TERM | MEANING OF TERM | NSW DAN: |
|---|---|---|
| **vendor's agent** | Skyline Real Estate<br>3/14 Frenchs Forest Road East, Frenchs Forest NSW 2086 | **phone**: 02 9452 3444<br>**email**: stuart@skylinerealestate.com.au<br>**ref**: Stuart Bath |
| **co-agent** | | |
| **vendor** | Ashton John Brailey & Lynette Ann Brailey<br>19 Ashworth Avenue BELROSE, NSW 2085 | |
| **vendor's solicitor** | HPL Law Group<br>PO Box 246, Belrose West NSW 2085 | **phone**: 02 9450 1113<br>**email**: emma@hpl.com.au<br>**ref**: 260901 |
| **date for completion** | 42 days after the contract date | (clause 15) |
| **land (address, plan details and title reference)** | Unit 8, 14 FRENCHS FOREST RD EAST, FRENCHS FOREST NSW 2086<br>LOT 8 STRATA PLAN SP66025<br>Folio Identifier 8/SP66025 | |
| | ☒ VACANT POSSESSION ☐ subject to existing tenancies | |
| **improvements** | ☐ HOUSE ☐ garage ☐ carport ☐ home unit ☒ carspace ☐ storage space<br>☐ none ☒ other: commercial office space | |
| **attached copies** | ☒ documents in the List of Documents as marked or as numbered:<br>☐ 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** | ☐ air conditioning | ☐ curtains | ☐ insect screens | ☐ range hood |
| | ☐ blinds | ☐ dishwasher | ☐ internet/TV receiver | ☐ solar panels |
| | ☐ built-in wardrobes | ☐ EV charger | ☐ light fittings | ☐ solar power battery |
| | ☐ ceiling fans | ☐ fixed floor coverings | ☐ pool equipment | ☐ stove |
| | ☐ clothes line | ☐ other: | | |

**exclusions**

**purchaser**

**purchaser's solicitor**

**price**

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

**balance**

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

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

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

**buyer's agent**

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

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**SIGNING PAGE**

| VENDOR | PURCHASER |
|---|---|
| **Signed** by<br><br>_____<br>Vendor<br><br>_____<br>Vendor | **Signed** by<br><br>_____<br>Purchaser<br><br>_____<br>Purchaser |

| VENDOR (COMPANY) | | PURCHASER (COMPANY) | |
|---|---|---|---|
| **Signed** by<br>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: | | **Signed** by<br>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: | |
| _____<br>Signature of authorised person | _____<br>Signature of authorised person | _____<br>Signature of authorised person | _____<br>Signature of authorised person |
| _____<br>Name of authorised person | _____<br>Name of authorised person | _____<br>Name of authorised person | _____<br>Name of authorised person |
| _____<br>Office held | _____<br>Office held | _____<br>Office held | _____<br>Office held |

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**Choices**

| | | |
|---|---|---|
| Vendor agrees to accept a ***deposit-bond*** | ☒ NO | ☐ yes |
| **Nominated *Electronic Lodgment Network (ELN)*** (clause 4) | PEXA | |
| ***Manual transaction*** (clause 30) | ☒ NO | ☐ yes |
| | (if yes, vendor must provide further details, including any applicable exemption, in the space below): | |

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

| | | | |
|---|---|---|---|
| **Land tax** is adjustable | ☒ NO | ☐ yes | |
| **GST:** Taxable supply | ☐ NO | ☒ yes in full | ☐ yes to an extent |
| Margin scheme will be used in making the taxable supply | ☒ NO | ☐ yes | |

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

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

| | | |
|---|---|---|
| Purchaser must make an *GSTRW payment* (GST residential withholding payment) | ☒ NO | ☐ yes (if yes, vendor must provide details) |
| | If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion. | |

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

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## List of Documents

**General**

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

**Home Building Act 1989**

- ☐ 25 insurance certificate
- ☐ 26 brochure or warning
- ☐ 27 evidence of alternative indemnity cover

**Swimming Pools Act 1992**

- ☐ 28 certificate of compliance
- ☐ 29 evidence of registration
- ☐ 30 relevant occupation certificate
- ☐ 31 certificate of non-compliance
- ☐ 32 detailed reasons of non-compliance

**Strata or community title (clause 23 of the contract)**

- ☒ 33 property certificate for strata common property
- ☒ 34 plan creating strata common property
- ☒ 35 strata by-laws
- ☐ 36 strata development contract
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☒ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development contract or management statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate (strata)
- ☐ 57 information certificate (association)
- ☐ 58 document relevant to an exclusive supply network
- ☐ 59 disclosure statement - off the plan contract
- ☐ 60 other document relevant to the off the plan contract

**Other**

- ☐ 61

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

Life Property Group
PO Box 1097, DEE WHY NSW 2099
narelle@bridgerealty.com.au
02 9938 5755

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**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**
**Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.**

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

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

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

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

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

UNIT 8, 14 FRENCHS FOREST RD EAST FRENCHS FOREST NSW 2086

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## Cooling off period (purchaser's rights)

1 This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.

2 EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
- (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
- (b) in any other case—the fifth business day after the day on which the contract was made.

3 There is NO COOLING OFF PERIOD—
- (a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or
- (b) if the property is sold by public auction, or
- (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
- (d) if the contract is made in consequence of the exercise of an option, other than an option that is void under the Act, section 66ZG.

4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.

5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

## DISPUTES

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

## AUCTIONS

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

UNIT 3 MEREWETHER STREET EAST FRENCHS FOREST NSW 2086

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## WARNINGS

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

| | |
|---|---|
| **Australian Taxation Office** | **Local Council** |
| **County Council** | **Local Land Services** |
| **Department of Education** | **NSW Fair Trading** |
| **Department of Planning, Housing and Infrastructure** | **NSW Public Works** |
| | **Owner of adjoining land** |
| **Department of Primary Industries and Regional Development** | **Privacy** |
| | **Subsidence Advisory NSW** |
| **Electricity, gas and telecommunications** | **Transport agencies** |
| **Homes NSW** | **Water, sewerage or drainage authority** |

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

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

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

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

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

6. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.**

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

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

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

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

11. **The purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**

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

13 **From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.**

UNIT 8, 14 FRENCHS FOREST RD EAST, FRENCHS FOREST NSW 2086

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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)**

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

| | |
|---|---|
| *adjustment date* | the earlier of the giving of possession to the purchaser or completion; |
| *adjustment figures* | details of the adjustments to be made to the price under clause 14; |
| *authorised Subscriber* | a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8; |
| *bank* | the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union; |
| *business day* | any day except a bank or public holiday throughout NSW or a Saturday or Sunday; |
| *cheque* | a cheque that is not postdated or stale; |
| *clearance certificate* | a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act*, that covers one or more days falling within the period from and including the contract date to completion; |
| *completion time* | the time of day at which completion is to occur; |
| *deposit-bond* | a deposit bond or guarantee with each of the following approved by the vendor –<br>• the issuer;<br>• the expiry date (if any); and<br>• the amount; |
| *depositholder* | vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor*, or if no vendor's *solicitor* is named in this contract, the buyer's agent); |
| *discharging mortgagee* | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser; |
| *document of title* | document relevant to the title or the passing of title; |
| *ECNL* | the Electronic Conveyancing National Law (NSW); |
| *electronic document* | a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*; |
| *electronic transaction* | a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*; |
| *electronic transfer* | a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*; |
| *FRCGW percentage* | the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (15% as at 1 January 2025); |
| *FRCGW remittance* | a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*; |
| *GST Act* | A New Tax System (Goods and Services Tax) Act 1999; |
| *GST rate* | the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000); |
| *GSTRW payment* | a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*); |
| *GSTRW rate* | the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not); |
| *incoming mortgagee* | any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price; |
| *legislation* | an Act or a by-law, ordinance, regulation or rule made under an Act; |
| *manual transaction* | a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*; |
| *normally* | subject to any other provision of this contract; |
| *participation rules* | the participation rules as determined by the *ECNL*; |
| *party* | each of the vendor and the purchaser; |
| *property* | the land, the improvements, all fixtures and the inclusions, but not the exclusions; |
| *planning agreement* | a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property*; |
| *populate* | to complete data fields in the *Electronic Workspace*; |

UNIT 8, 14 FRENCHS FOREST EAST FRENCHS
CONTRACT SIGNED 2026

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| | |
|---|---|
| *requisition* | an objection, question or requisition (but the term does not include a claim); |
| *rescind* | rescind this contract from the beginning; |
| *serve* | serve in writing on the other *party*; |
| *settlement cheque* | an unendorsed *cheque* made payable to the person to be paid and –<br>• issued by a *bank* and drawn on itself; or<br>• if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*; |
| *solicitor* | in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*; |
| *TA Act* | Taxation Administration Act 1953; |
| *terminate* | terminate this contract for breach; |
| *title data* | the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*; |
| *variation* | a variation made under s14-235 of Schedule 1 to the *TA Act*; |
| *within* | in relation to a period, at any time before or during the period; and |
| *work order* | a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 20 of the Swimming Pools Regulation 2018). |

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

**2 Deposit and other payments before completion**

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

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

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

2.4 The purchaser can pay any of the deposit by –

2.4.1 giving cash (up to $2,000) to the *depositholder*;

2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or

2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.

2.5 The vendor can *terminate* if –

2.5.1 any of the deposit is not paid on time;

2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or

2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.

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

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

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

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

**3 Deposit-bond**

3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).

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

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

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

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

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

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

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

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

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LEXISNEXIS ROBERT RAY LAST FRENCHS
TSW 2086

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3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
3.9 The vendor must give the purchaser any original *deposit-bond* –
3.9.1 on completion; or
3.9.2 if this contract is *rescinded*.
3.10 If this contract is *terminated* by the vendor –
3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
3.11 If this contract is *terminated* by the purchaser –
3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

**4 Electronic transaction**

4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
and in both cases clause 30 applies.
4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
4.2.1 each *party* must –
- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
4.3 The *parties* must conduct the *electronic transaction* –
4.3.1 in accordance with the *participation rules* and the *ECNL*; and
4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
4.5 *Normally*, the vendor must *within* 7 days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
4.7.2 create and *populate* an *electronic transfer*;
4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
4.11 Before completion, the *parties* must ensure that –
4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
4.11.2 all certifications required by the *ECNL* are properly given; and
4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

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4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties,* and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and

4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.

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

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

4.14.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

## 5 Requisitions

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

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

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

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

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

## 6 Error or misdescription

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

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

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

## 7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

## 8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

**9 Purchaser's default**

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

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

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

**10 Restrictions on rights of purchaser**

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

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

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

**11 Compliance with work orders**

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

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

**12 Certificates and inspections**

The vendor must do whatever is reasonably necessary 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.

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**13 Goods and services tax (GST)**

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

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

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7), the *party* must adjust or pay on completion any GST added to or included in the expense, but –

13.3.1 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and

13.3.2 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –

- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

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

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

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

13.7 If this contract says the sale is not a taxable supply –

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

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

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

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

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

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

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

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

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

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

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

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

13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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**14 Adjustments**

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

14.2 The *parties* must make any necessary adjustment on completion, and –

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

14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.

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

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

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

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

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

14.5 The *parties* must not adjust any first home buyer choice property tax.

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

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

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

**15 Date for completion**

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

**16 Completion**

**• Vendor**

16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.

16.2 The legal title to the *property* does not pass before completion.

16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.

16.4 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

**• Purchaser**

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

- deposit paid;
- *FRCGW remittance* payable;
- *GSTRW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

16.5.2 any other amount payable by the purchaser under this contract.

16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.

16.7 On completion the deposit belongs to the vendor.

**17 Possession**

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

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**18 Possession before completion**

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

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

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

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

**19 Rescission of contract**

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

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

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

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

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

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

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

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

**20 Miscellaneous**

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

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

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

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

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

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);

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

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

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

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

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

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

20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.

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

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

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

20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

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

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

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

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

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

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20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
20.16 Each *party* consents to –
20.16.1 any *party* signing this contract electronically; and
20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed by the *parties*.
20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

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

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

**23 Strata or community title**
**• Definitions and modifications**
23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
23.2 In this contract –
23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
- a change from a development contract or management statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;
23.2.3 'contribution' includes an amount payable under a by-law;
23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s174 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
**• Adjustments and liability for expenses**
23.5 The *parties* must adjust under clause 14.1 –
23.5.1 a regular periodic contribution;
23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
23.6.2 the purchaser is liable for all contributions determined after the contract date.
23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
23.8.3 a past or future change in the scheme or a higher scheme.
23.9 However, the purchaser can *rescind* if –
23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
23.12 The vendor can complete and send the interest notice as agent for the purchaser.
23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

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

**24 Tenancies**

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

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

24.4.1 the vendor must allow or transfer –

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

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

24.4.3 the vendor must give to the purchaser –

- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

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

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

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

25.1 This clause applies only if the land (or part of it) –

25.1.1 is under qualified, limited or old system title; or

25.1.2 on completion is to be under one of those titles.

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

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

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –

25.4.1 shows its date, general nature, names of parties and any registration number; and

25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –

25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);

25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;

25.5.3 *normally*, need not include a Crown grant; and

25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –

25.6.1 in this contract 'transfer' means conveyance;

25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and

25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –

25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);

25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and

25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

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

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

25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

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**26 Crown purchase money**

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

29.1 This clause applies only if a provision says this contract or completion is conditional on an event, but does not apply to an event to which clause 28 applies.
29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party serves* notice of the condition.
29.7 If the *parties* can lawfully complete without the event happening –
29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and
29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision; or
- the end of the time for the event to happen.

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

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

**30 Manual transaction**

30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.

**• Transfer**

30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.

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

30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.

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

**• Place for completion**

30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.

30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.

30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

**• Payments on completion**

30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to $2,000) or *settlement cheque*.

30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).

30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.

30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

**31 Foreign Resident Capital Gains Withholding**

31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

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**32 Residential off the plan contract**

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract.

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## SPECIAL CONDITIONS

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**: You should refer to these provisions in conjunction with the preparation and signature of this contract.

**33 Variation of this Contract**

33.1 The preceding conditions of this agreement are amended in accordance with the subclauses of this clause.

33.2 Clause 1 is amended as follows:

33.2.1 definition of "*work order*" is amended by inserting the words, "*issued by a competent authority*" after the word "*order*"

33.3 Clause 5 is deleted.

33.4 Clause 7.1.1 - replace "5%" with "1%".

33.5 Clause 13.2 is deleted.

33.6 Clause 14.4.2 is deleted and substitute the following:

"14.4.2 the amount to be adjusted shall be determined by multiplying the taxable value of the property (for land tax purposes for the land tax year at the date of completion) by 1.6% or such other rate as applies at the date of completion (provided the amount to be adjusted must not exceed the amount of land tax that is actually paid or payable for the year)."

33.7 Clause 20.6.5 – delete the whole of the standard clause and substitute the following:

"20.6.5 *served* if it is sent by email to the *party's solicitor* and shall be deemed to have been *served* when the email transmission has been completed except in the following situations:

(a) when the sender's email system indicates that delivery to the recipient has failed or the recipient immediately notifies the sender of any incomplete transmission service; or

(b) the transmission is not received before 5:00 pm (recipient's time) on a *business day* in which case service shall be deemed to be effected at 9:00 am on the following *business day*."

33.8 Clause 23.13 is deleted in its entirety.

33.9 Clause 23.14 is deleted in its entirety.

33.10 Clause 23.15 is amended to read:

"23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate and the purchaser must provide a copy to the vendor's solicitor on or before submitting the settlement adjustments."

33.11 Clause 25 is deleted.

33.12 Clause 31.2 is amended by replacing 5 days with 3 days.

**34 Requisitions on Title**

34.1 Subject to any prescribed items implied by law, the purchaser accepts the vendor's title to the property and waives all requisitions.

**35 Default in Completion**

35.1 It is hereby expressly agreed and declared that at any time after 5:30pm on the completion date referred to in this Contract either party shall be entitled to serve upon the other a Notice to Complete this Contract requiring the other party to complete the same within such period or upon such date as the said notice may specify but being a minimum of fourteen (14) days from the date of service of such notice making such time for settlement of the essence of the Contract. The parties acknowledge that the time for settlement of the Contract therein specified shall be reasonable and of the essence of the Contract and the receiving party shall not be entitled to make any objection thereto. If the receiving party shall fail to comply with the same the other party shall forthwith be entitled to terminate this Contract provided however that the sending party shall be at liberty at any time to withdraw the said notice without prejudice to his continuing right to give any further such notice.

35.2 If this Contract is not completed by the completion date then the Purchaser must pay interest on the unpaid balance of the price at the rate of 10% per annum calculated daily from and including the completion date but excluding the actual day of settlement, and:

35.2.1 The interest must be paid on completion;

35.2.2 The Vendor is not obliged to complete unless that interest is paid;

35.2.3 Interest payable pursuant to this Special Condition is a genuine pre-estimate of the Vendor's loss as a result of the Purchaser's failure to complete in accordance with this Contract;

35.2.4 The right to interest does not limit any other rights the Vendor may have as a result of the Purchaser's failure to complete in accordance with this Contract.

35.3 The Purchaser need not pay interest under this Special Condition for any period that the Purchaser's failure to complete is caused solely by the Vendor. Should the vendor serve a notice to complete the purchaser will be liable for a fee of $400.00 plus GST, payable on completion.

**36 Acceptance of Present Condition**

36.1 The Purchaser acknowledges that it is purchasing the property in its present condition and state of repair (both patent and latent) and subject to any infestation and dilapidation and the Purchaser will raise no objection, requisition or claim for compensation in respect of such matters.

**37 Warranty as to Agent**

37.1 The Purchaser warrants that the Purchaser was not introduced to the Vendor or the property by any real estate agent except the agent (if any) named on the front page of this contract, and the Purchaser indemnifies the Vendor (and if more than one, each of them):

37.1.1 against any claim for commission which might be made by an agent resulting from an introduction forming a breach of such warranty; and

37.1.2 against all costs and expenses incidental to defending any such claim.

37.2 The indemnities in this clause shall continue after termination of this contract and shall not merge on completion.

**38 Warranties & Acknowledgement etc**

38.1 The provisions set out in this contract contain the entire agreement between the parties as at the date of this contract notwithstanding any:

38.1.1 negotiations or discussions held; or

38.1.2 documents signed or brochures produced,

prior to the date of this contract.

38.2 The Purchaser agrees that:

38.2.1 in entering into this contract the Purchaser has not relied upon any warranty or representation made by or any other conduct of the Vendor or any person on behalf of the Vendor except those that are expressly provided in this contract; and

38.2.2 the Purchaser is relying entirely upon his own enquiries relating to and inspection of the Property.

38.3 Subject to other provisions of this contract, the Purchaser accepts the Property (and Inclusions) in its present state of repair and condition.

38.4 The purchaser does not rely upon any warranty, undertaking or acknowledgment whether given by the Vendor or his Agents or otherwise other than such warranties, undertakings and acknowledgments as are expressly set out in this Contract.

**39 Tax File Number**

39.1 If the Contract says the deposit is to be invested all parties must provide their respective tax file numbers to the deposit holder by no later than the date of this Contract and in the event of default by any party resulting in the bank or financial institution withholding any amount, such amount shall be deducted from the defaulting party's share of the interest.

**40 Death or Incapacity**

40.1 Without in any manner negating limiting or restricting any rights or remedies available to either party at law or in equity had this clause not been included, should either party (or, if more than one, any of them) die, become mentally ill, become insolvent or appoint or suffer the appointment of a trustee in bankruptcy, receiver, receiver/manager, voluntary administrator or liquidator, then the other may rescind at any time thereafter.

**41 Rescheduled Settlement**

41.1 In the event settlement does not take place at the scheduled time, or does not take place at a re-arranged time on that same day, due to default of the Purchaser or their Mortgagee and through no fault of the Vendor, in addition to any other monies payable by the Purchaser on completion of this Contract, the Purchaser must pay an additional $330.00 (GST inclusive) on settlement, to cover the legal costs and other expenses incurred as a consequence of the delay.

**42 Corporate Purchaser**

42.1 In the event of the Purchaser purporting to be a company, each person who signs on behalf of the Purchaser:

42.1.1 warrants that the company has been incorporated and exists at law and agrees that he or she shall be personally liable under this contract, both jointly and severally, as if he or she had been named as a Purchaser; and

42.1.2 guarantees (jointly and severally) the due performance of the Purchaser in relation to its obligations pursuant to the terms of this contract in every respect as if he or she had personally entered into this contract himself/herself.

**43 Alterations to Contract**

43.1 The Vendor and Purchaser each authorise their Solicitor or Licensed Conveyancer (or any employee of that Solicitor or Licensed Conveyancer) to make alterations to the Contract as agreed to between the parties (including the addition of annexures) at any time after execution of this Contract by the party, up until the date of this Contract.

43.2 Any such alteration or addition shall be binding upon the relevant party deemed hereby to have authorised the same as if the alteration or addition of annexures was made prior to the contract being signed by that party.

# Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 8/SP66025

| SEARCH DATE | TIME | EDITION NO | DATE |
|---|---|---|---|
| 30/7/2026 | 11:32 AM | 5 | 11/9/2017 |

LAND

LOT 8 IN STRATA PLAN 66025
AT FRENCH'S FOREST
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

ASHTON JOHN BRAILEY
LYNETTE ANN BRAILEY
AS JOINT TENANTS (T 8002943)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP66025

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

260901... PRINTED ON 30/7/2026

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Received: 30/07/2026 11:32:34

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP66025

| SEARCH DATE | TIME | EDITION NO | DATE |
|---|---|---|---|
| 30/7/2026 | 11:32 AM | 3 | 3/4/2012 |

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 66025 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT FRENCH'S FOREST
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM SP66025

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 66025
ADDRESS FOR SERVICE OF DOCUMENTS:
14 FRENCHS FOREST ROAD
FRENCHS FOREST 2086

SECOND SCHEDULE (11 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
3 H579969 EASEMENT FOR DRAINAGE APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
4 H579969 RIGHT OF CARRIAGEWAY APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
5 LAND EXCLUDES MINERALS (S.536AA LOCAL GOVERNMENT ACT, 1919) AFFECTING THE PART SHOWN SO INDICATED IN THE TITLE DIAGRAM
6 X330076 COVENANT
7 6964768 EASEMENT TO DRAIN WATER 0.9 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED SHOWN AFFECTING THE LAND DESIGNATED 'X' IN PLAN WITH 6964768
8 SP66025 RESTRICTION(S) ON THE USE OF LAND
9 SP66025 POSITIVE COVENANT
10 AC580817 CHANGE OF BY-LAWS
11 AG906705 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP66025 PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000) (CONTINUED)

STRATA PLAN 66025

| LOT | ENT | LOT | ENT | LOT | ENT | LOT | ENT |
|---|---|---|---|---|---|---|---|
| 1 | 174 | 2 | 157 | 3 | 46 | 4 | 42 |
| 5 | 42 | 6 | 42 | 7 | 42 | 8 | 60 |
| 9 | 44 | 10 | 40 | 11 | 42 | 12 | 47 |
| 13 | 59 | 14 | 42 | 15 | 39 | 16 | 42 |
| 17 | 40 | | | | | | |

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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# STRATA PLAN FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

## STRATA CERTIFICATE

~~*Name of Council/~~ *Accredited Certifier S G JOHNSON

being satisfied that the requirements of the
*Strata Schemes (Freehold Development) Act 1973
~~*Strata Schemes (Leasehold Development) Act 1986~~
have been complied with, approves of the proposed:
* strata plan
~~* strata plan of subdivision~~
illustrated in the annexure to this certificate.

*The accredited certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.

~~*The strata plan/strata plan of subdivision is part of a development scheme. The council/ accredited certifier is satisfied that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the stage of the strata development contract to which it relates.~~

*The Council does not object to the encroachment of the building beyond the alignment of FRENCHS FOREST ROAD.

*The Accredited Certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.

~~*The approval is given on the condition that the use of lot(s)..... (being utility lot/s designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in *section 39 of the Strata Schemes (Freehold Development) Act 1973 or *section 68 of the Strata Schemes (Leasehold Development) Act 1986.~~

Date 31 July, 2001
Subdivision No. 16057
Accreditation No. 418677
Relevant Development Consent No. 2001/438 DA
Issued by WARRINGAH COUNCIL

~~*Authorised Person/General Manager/Accredited Certifier~~

*Complete, or delete if applicable.

## SURVEYOR'S CERTIFICATE

I, GREGORY KEITH OXLEY

of LOVEGROVE OXLEY CONSULTANTS
D.X. 8152 BLACKTOWN

a surveyor registered under the Surveyors Act 1929, hereby certify that:

(1) each applicable requirement of *Schedule 1A to the Strata Schemes (Freehold Development) Act 1973 or* ~~Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986~~ has been met;

(2) *(a) the building encroaches on a public place;
~~*(b) the building encroaches on land (other than a public place), in respect of which encroachment an appropriate easement:~~
~~* has been created by +.....~~
~~* is to be created under section 888 of the Conveyancing Act 1919.~~

(3) the survey information recorded in the accompanying location plan is accurate.

Signature:
Date: 30/7/01

*Delete if inapplicable.
+State whether dealing or plan, and quote registered number.

THIS IS SHEET 1 OF MY PLAN IN 4 SHEETS.

PLAN OF SUBDIVISION OF LOT 1 IN DP 207045

SP66025

LGA: WARRINGAH

Suburb/Locality: FRENCHS FOREST

Parish: MANLY COVE

County: CUMBERLAND

Registered: SB 7.9.2001

Purpose: STRATA PLAN

Ref. Map: U1860-5

Last Plan: DP 207045

Name of, and *address for services of notices on, the owners corporation
*Address required on original strata plan only.

THE OWNERS
STRATA PLAN No. 66025
No.14 FRENCHS FOREST ROAD
FRENCHS FOREST 2086

* Model By-laws adopted for this scheme
~~Keeping of Animals: Option A/B/C~~
*Schedule of By-laws in 4 sheets filed with plan
~~*No By-laws apply~~
*Strike out whichever is inapplicable

## SCHEDULE OF UNIT ENTITLEMENT

INITIAL SCHEDULE

| SCHEDULE OF UNIT ENTITLEMENT | |
|---|---|
| LOT | UNIT ENTITLEMENT |
| 1 | 174 |
| 2 | 157 |
| 3 | 46 |
| 4 | 42 |
| 5 | 42 |
| 6 | 42 |
| 7 | 42 |
| 8 | 60 |
| 9 | 44 |

INITIAL SCHEDULE

| SCHEDULE OF UNIT ENTITLEMENT | |
|---|---|
| LOT | UNIT ENTITLEMENT |
| 10 | 40 |
| 11 | 42 |
| 12 | 47 |
| 13 | 59 |
| 14 | 42 |
| 15 | 39 |
| 16 | 42 |
| 17 | 40 |
| AGGREGATE | 1000 |

## FOR LOCATION PLAN SEE SHEET 2

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants.

PURSUANT TO SEC 88B OF THE CONVEYANCING ACT 1919 AND SEC 7(3) STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, IT IS INTENDED TO CREATE.

1. RESTRICTION ON USE OF LAND
2. POSITIVE COVENANT

CATANI RIDGE PTY LTD ACN 079 008 389 COMMON SEAL OF THE

DIRECTOR/SECRETARY

Mortgagee under Mortgage No. 548 3170
Signed at Sydney this 17th day of August 2001 for National Australia Bank Limited ABN 12 004 044 937 by Fiona Mary FERGUSON its duly appointed Attorney under Power of Attorney No. 549 Book 3834

Manager

Witness/Bank Officer GERALDINE L. MIGUEL
255 George Street, Sydney NSW

SURVEYOR'S REFERENCE: 63038

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FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

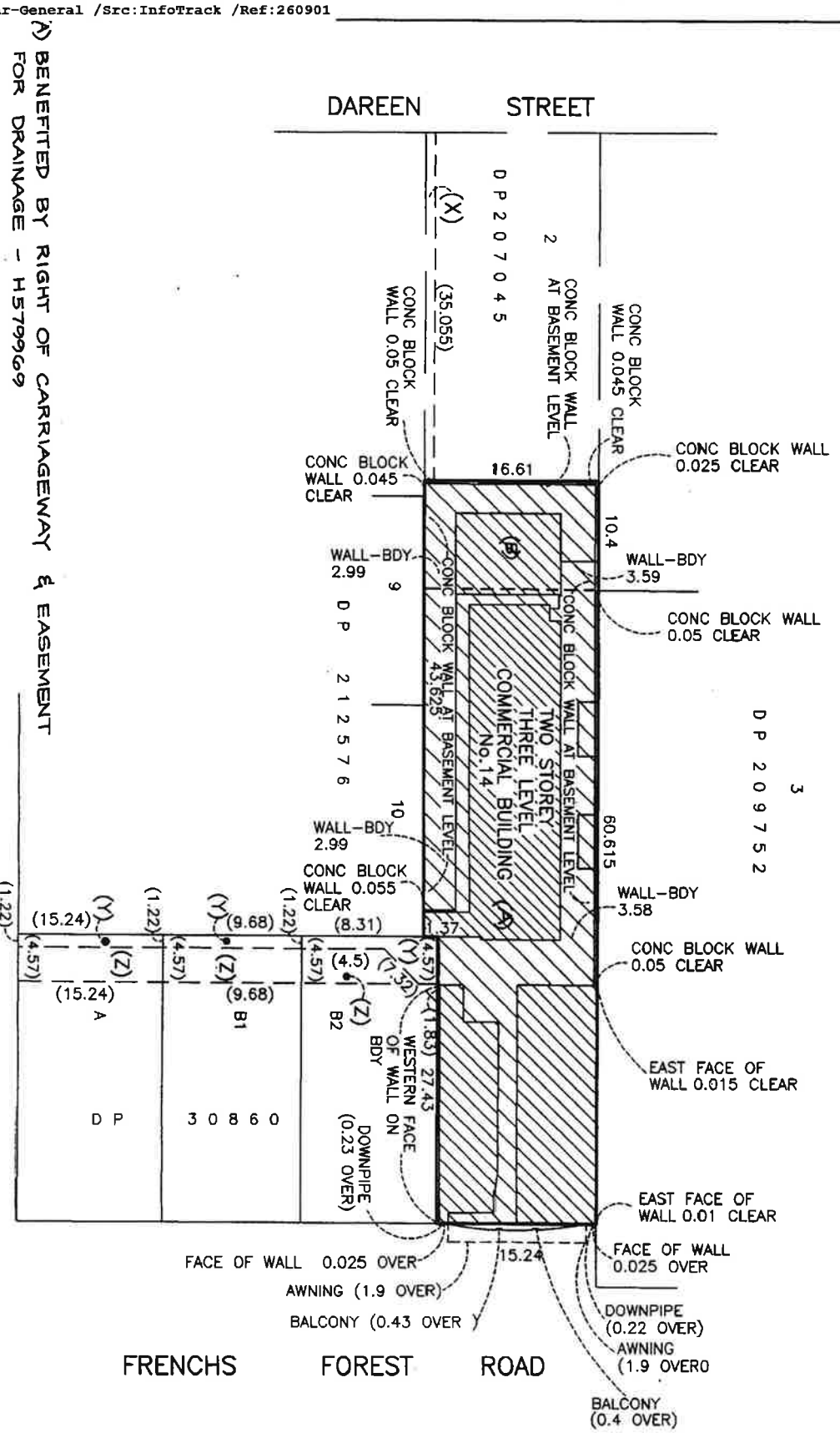


SP66025

(A) BENEFITED BY RIGHT OF CARRIAGEWAY & EASEMENT FOR DRAINAGE - H579969

(B) LAND EXCLUDES MINERALS (S.536AA LOCAL GOVERNMENT ACT 1919)

(Z) RIGHT OF CARRIAGEWAY 4.57 WIDE (VIDE H 579969)
(Y) EASEMENT FOR DRAINAGE (VIDE H579969)
(X) EASEMENT TO DRAIN WATER 0.9 WIDE (VIDE 6964768C)




Reduction Ratio 1:400

Lengths are in metres

SURVEYOR'S REFERENCE 63038

Registered Surveyor

General Manager/Authorised Person

*OFFICE USE ONLY

FORM 2

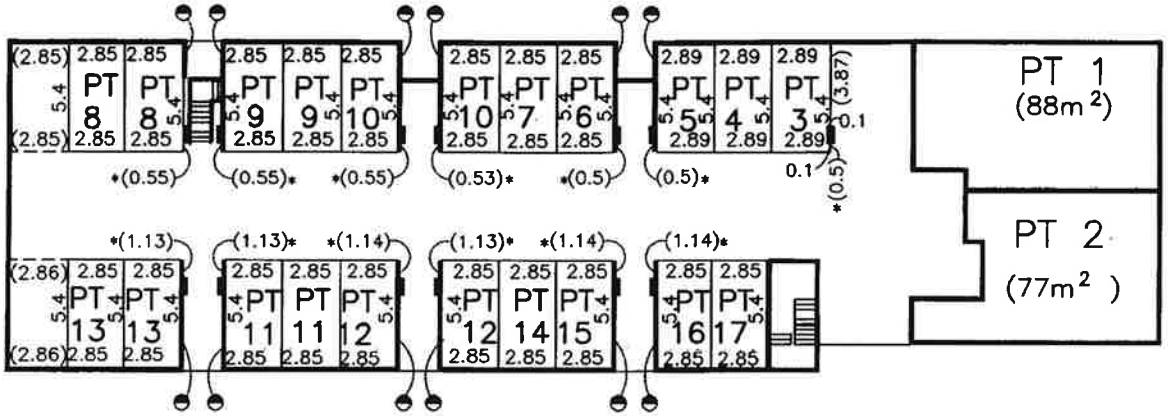
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



# SP66025

*OFFICE USE ONLY

MAGNETIC NORTH




BASEMENT LEVEL

PT LOT 3 – PT LOT 17 INCLUSIVE
AT BASEMENT LEVEL ARE CAR SPACES

NOTES:
KERBS USED TO DEFINE BOUNDARIES OF THE STRATA LOT HAVE BEEN CONSTRUCTED TO THE STANDARD REQUIRED UNDER THE LOCAL GOVERNMENT ACT FOR ROAD ALIGNMENT.

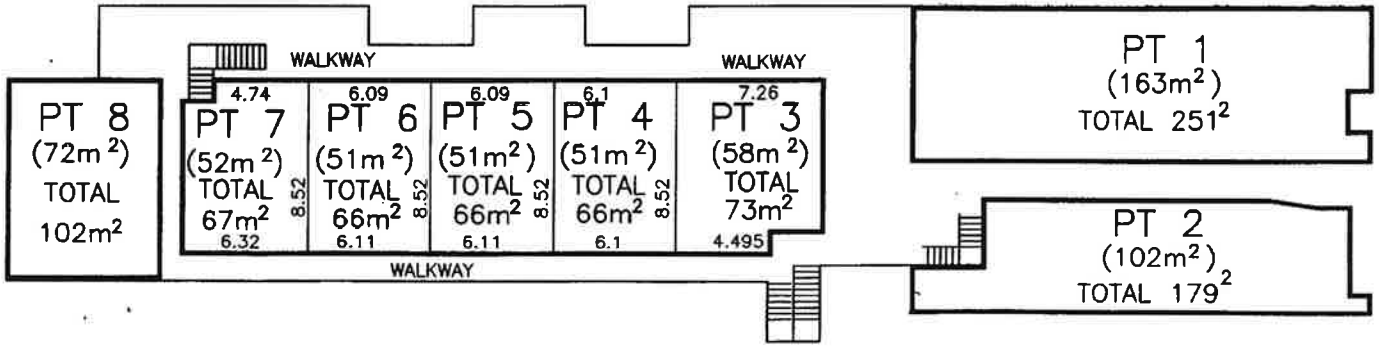
THE UNCOVERED PARTS OF THE CAR SPACES ARE LIMITED IN HEIGHT FROM THE UPPER SURFACE OF THE CONCRETE SLAB TO THE HORIZONTAL PROLONGATION OF THE UNDERSIDE OF THE CONCRETE SLAB ABOVE.

ALL CAR SPACES HAVE AN AREA OF $15m^2$

◓ OUTSIDE EDGE OF THE CONCRETE KERB

* DISTANCE FROM FACE OF PIER TO FRONT OF STRATA LOT.

MAGNETIC NORTH




GROUND FLOOR

Reduction Ratio 1:250

Lenghts are in metres

Registered Surveyor

General Manager/Authorised Person

SURVEYOR'S REFERENCE 63038

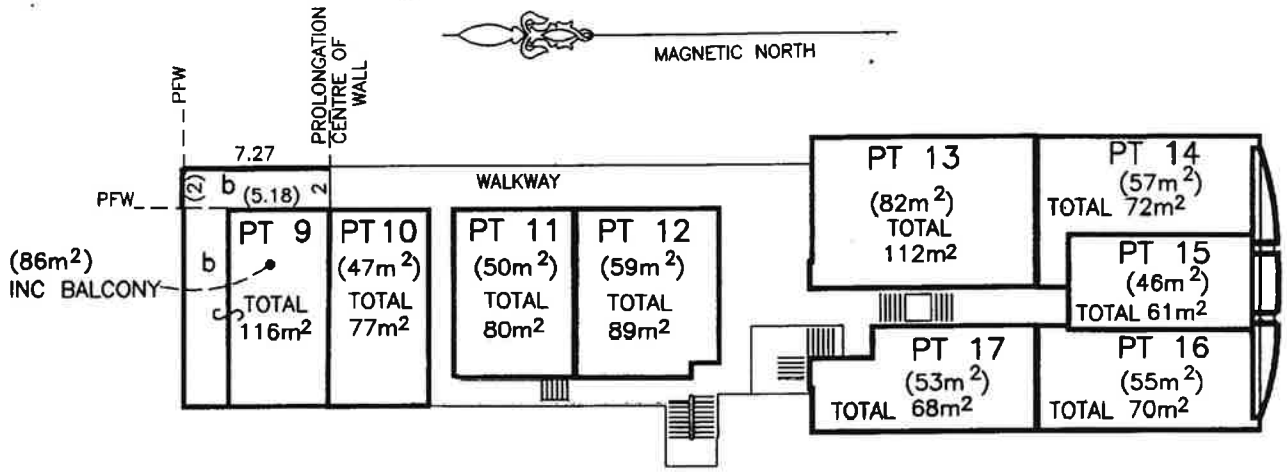
Req:R579911 /Doc:SP 0066025 P /Rev:10-Sep-2001 /NSW LRS /Pgs:ALL /Prt:30-Jul-2026 11:35 /Seq:3 of 4
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FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 4 of 4 Sheets

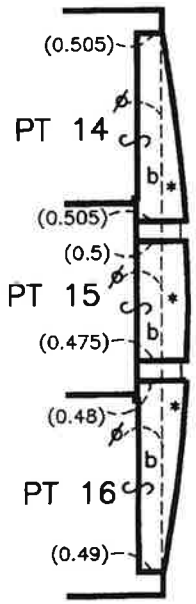
SP66025




FIRST FLOOR

SEE DIAGRAM

FRENCHS FOREST ROAD




FRENCHS FOREST ROAD

DIAGRAM

N.T.S.

* THE PART OF THE BALCONY SHOWN IS TO BE USED BY THE ADJOINING LOT AS IF IT WERE PART OF THAT LOT FOR ALL PURPOSES OTHER THAN THOSE RELATING TO OWNERSHIP AND CERTIFICATION OF TITLE.

ø DENOTES LINE OF PARCEL BOUNDARY

THE UNCOVERED AREA OF THE BALCONIES ARE LIMITED IN HEIGHT FROM THE UPPER SURFACE OF THE CONCRETE SLAB TO THE HORIZONTAL PROLONGATION OF THE EAVE ABOVE:

b = BALCONY

PFW = PROLONGATION FACE OF WALL

(0.48 ) = DISTANCE FROM WALL TO PROPERTY BOUNDARY

AREAS ARE APPROXIMATE

Reduction Ratio 1:250

Lenghts are in metres

Registered Surveyor

General Manager/Authorised Person

SURVEYOR'S REFERENCE 63038

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# INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE *CONVEYANCING ACT 1919* AND SECTION 7 (3), *STRATA TITLES (FREEHOLD DEVELOPMENT) ACT 1973*

Lengths are in metres.



Plan

Subdivision of lot 1 DP207045
Covered by Subdivision Certificate
No. 10057 of 31/07/01

**SP66025**

## PART 1

| | | |
|---|---|---|
| | Full Name and Address of Proprietor of Land | Catani Ridge Pty. Limited<br>(ACN 079 008 389)<br>302-308 Russell Street<br>MELBOURNE VICTORIA 3000 |
| 1. | Identity of easement or restriction FIRSTLY referred to in above-Mentioned plan: | Restrictions on use of land. |

SCHEDULE OF LOTS, etc, AFFECTED

| LOTS BURDENED | LOTS, NAME OF ROAD, OR, AUTHORITY BENEFITED |
|---|---|
| Common Property | Warringah Council |

| | | |
|---|---|---|
| 2. | Identity of easement or restriction SECONDLY referred to in above-Mentioned plan: | Positive Covenant |

SCHEDULE OF LOTS, etc, AFFECTED

| LOTS BURDENED | LOTS, NAME OF ROAD, OR, AUTHORITY BENEFITED |
|---|---|
| Common Property | Warringah Council |

## PART 2

1. Terms of Restriction on Use of Land FIRSTLY referred to in the abovementioned plan

The registered proprietor covenants as follows with the Warringah Council (the Council) in respect to the structure erected on the land described as the "on-site stormwater detention

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE *CONVEYANCING ACT 1919* AND SECTION 7 (3), *STRATA TITLES (FREEHOLD DEVELOPMENT) ACT 1973*

Lengths are in metres.



Subdivision of lot 1 DP207045
Covered by Subdivision Certificate
No. 10057 of 31/07/01

**SP66025**

**PART 2**

system" (which expression includes all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater) shown on drainage plans prepared by Craig & Rhodes Pty Ltd Reference 27998e01 and 27998e02 (hereinafter called "the system").

The registered proprietors covenant with the Council that they will not:

1. Do any act, matter or thing which would prevent the structure and works from operating in an efficient manner.

2. Make any alterations or additions to the structure and works or allow any development within the meaning of the *Environmental Planning and Assessment Act 1979* to encroach upon the structure and works without the express written consent of the Council.

3. This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.

For the purpose of this covenant:-
Structure and works shall mean the on-site stormwater detention system constructed on the land, as detailed on drainage plans prepared by Craig & Rhodes Pty Ltd Reference 27998e01 and 27998e02 including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act shall mean the *Conveyancing Act 1919.*

2. Terms of positive covenant SECONDLY referred to in abovementioned plan.

The registered proprietors covenant with Warringah Council (the Council) that they will maintain and repair the structure and works on the land in accordance with the following terms and conditions:

1. The registered proprietor will:

   (i) keep the structure and works clean and free from silt, rubbish and debris;
   (ii) maintain and repair at the sole expense of the registered proprietors the whole of the structure and works so that it functions in a safe and efficient manner.

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE *CONVEYANCING ACT 1919* AND SECTION 7 (3), *STRATA TITLES (FREEHOLD DEVELOPMENT) ACT 1973*

Lengths are in metres.



Subdivision of lot 1 DP207045
Covered by Subdivision Certificate
No. 10057 of 31/07/01

**SP66025**

**PART 2**

2. For the purpose of ensuring observance of the covenant the applicant may by its servants or agents at any reasonable time of the day and upon giving to the person against whom the covenant is enforceable not less than two days notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of construction, maintenance or repair of the structure and works on the land.

3. By written notice the applicant may require the registered proprietors to attend to any matter and to carry out such work within such time as the Council may require to ensure the proper and efficient performance of the structure and works and to that extent section 88F(2)(a) of the Act is hereby agreed to be amended accordingly.

4. Pursuant to section 88F(3) of the Act the Council shall have the following additional powers pursuant to this covenant:

   (i) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in 3 hereof.

   (ii) The Council may recover from the registered proprietor in a Court of competent jurisdiction:

      (a) any expense reasonably incurred by it in exercising its powers under sub-paragraph (i) hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work.

      (b) legal cost on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and charges and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

V. This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE *CONVEYANCING ACT 1919* AND SECTION 7 (3), *STRATA TITLES (FREEHOLD DEVELOPMENT) ACT 1973*

Lengths are in metres.

Sheet 4 of ~~4~~ 5 sheets

Subdivision of lot 1 DP207045
Covered by Subdivision Certificate
No. 10057 of 31/07/01

**SP66025**

For the purposes of this covenant:

Structure and works shall mean the on-site stormwater detention system constructed on the land as detailed on drainage plans prepared by Craig & Rhodes Reference 27998e01 and 27998e02 including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act shall mean the *Conveyancing Act 1919*.

3. Name of Authority having the power to release vary or modify the Restriction Firstly and Covenant Secondly referred to in the abovementioned Plan is Warringah Council.

The Common Seal of CATANI RIDGE PTY. LIMITED )
Was hereunto affixed by authority of the Board of Directors )
In the presence of )

CATANI RIDGE PTY LTD ACN 078 008 389 THE COMMON SEAL OF

Secretary

Director

Signed for and on behalf of NATIONAL AUSTRALIA BANK )
LIMITED under Power of Attorney No. Book )
By its duly constituted Attorney who is personally known to me )

Witness

Name

Address

Authorised Person/Accredited Certifier No. 418677

63038_skyline_88b 11-07-01

SB 7.9.2001

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SP66025

Mortgagee under Mortgage No. 5403170
Signed at Sydney this 17th day of August 2001 for National Australia Bank Limited ABN 12 004 044 937 by Fiona Mary FERGUSON its duly appointed Attorney under Power of Attorney No. 549 Book 3831

.....
Manager

.....
Witness/Bank Officer GERALDINE L. MIGUEL
255 George Street, Sydney NSW

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# SP66025

**APPROVED FORM 27**

**By-Laws**

**Instrument setting out the terms of by-laws to be created upon registration of the strata plan.**

*Please list the number and details of all by-laws intended to be created.*

1-13 Commercial/Retail Model By-laws

14. **Extraction Equipment**

The owners for the time being of lot 2 (hereinafter called "the owners") in the Strata Plan shall have on the following terms and conditions the exclusive use and enjoyment of the common property wall at the northern end of lot 2 for the purpose of installing extraction equipment by boring through the wall to install a cooking vent up the outside of the wall to the top of the wall (hereinafter called "the Works").

Conditions:

(1) The owners corporation must continue to properly maintain and keep those parts of the common property in which the Works are undertaken and/or located in a state of good and serviceable repair.

(2) The owners must properly maintain and keep the Works in a state of good and serviceable repair.

(3) Before commencing the Works the owners must submit to the owners corporation the following documents relating to the Works:

(a) plans and drawings;

(b) specifications; and

(c) any other document reasonably required by the owners corporation.

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(4) Before commencing the Works the owners must obtain approval for the performance of the Works from:

(a) the owners corporation;

(b) the relevant consent authority under the *Environmental Planning and Assessment Act*; and

(c) any other relevant statutory authority whose requirements apply to the Works.

(5) Before commencing the Works the owners must effect the following insurances in the joint names of the owners and the owners corporation:

(a) contractors all risk insurance;

(b) workers compensation insurance; and

(c) public liability insurance in the amount of $10,000,000.00.

(6) In performing the works the owners must:

(a) transport all construction materials, equipment debris and other materials in the manner reasonably directed by the owners corporation;

(b) keep all areas of the building outside Lot 2 clean and tidy throughout the performance of the works;

(c) only perform the works at the times approved by the owners corporation;

(d) not create noise that causes discomfort disturbance or interference with activities of any other occupier of the building;

(e) remove all debris resulting from the works immediately from the building and surrounds;

(f) comply with the requirements of the owners corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the works.

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(7) The works must be undertaken at the cost of the owners.

(8) The owners will be liable for any damage caused to any part of the building as a result of the works and will make good that damage immediately after it has occurred.

(9) The owners must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of the performance of the works.

(10) If at any time the works are no longer required by the owners the owners must immediately:

(a) remove the works from the common property; and

(b) restore the common property to the state and condition it was in before the works were undertaken.

(11) If the owners fail to comply with any obligation under this by-law, then the owners corporation may:

(a) carry out all work necessary to perform that obligation;

(b) enter upon any part of the parcel to carry out that work; and

(c) recover the costs of carrying out that work from the owners.

~~WARRINGAH COUNCIL has consented to the by-laws set out in this instrument.~~ ) ..... ) ~~General Manager/Authorised Person~~

The Common Seal of CATANI RIDGE PTY LIMITED (ACN 079 008 359) was hereunto affixed in the presence of: )

CATANI RIDGE PTY LTD ACN 079 008 389 THE COMMON SEAL OF

..... )
Director/Secretary ) Director

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# SP66025

The Common Seal of SKYLINE REAL ESTATE PTY LIMITED (ACN 003 776 985) was hereunto affixed in the presence of:

A. C. N. 003 776 985

.....
Director/Secretary

.....
Director

Signed by the said ADRIAN ANTHONY UNGER in the presence of:

.....
Witness

.....
Adrian Anthony Unger

Signed for and on behalf of NATIONAL AUSTRALIA BANK LIMITED (ACN 004 044 937) under Power of Attorney No. Book by its duly constituted attorney who is personally known to me:

.....
Witness

.....

Mortgagee under Mortgage No. 540 3170
Signed at Sydney this 17th day of August 2001 for National Australia Bank Limited ABN 12 004 044 937 by Fiona Mary FERGUSON its duly appointed Attorney under Power of Attorney No. 549 Book 3664

Manager

Witness/Bank Officer GERALDINE L. MIGUEL
255 George Street, Sydney NSW



SB 7.9.2001

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

1650 AUG 19 AM 11:17

Fees:— £ s. d.
Lodgment 2 : -
Endorsement : 5 :
Certificate 2 10 :

H 579969

New South Wales

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

NEW SOUTH WALES SEVEN SHILLINGS SIX PENCE STAMP DUTY

(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

I, LESLIE ALMA BRAIDWOOD MEREDITH of Brookvale, Draughtsman

(herein called transferor)

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

being registered as the proprietor of an estate in fee simple[a] in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of TEN THOUSAND TWO HUNDRED AND FIFTY POUNDS (£10,250:0:0) (the receipt whereof is hereby acknowledged) paid to me by Daphne Eudoria Way do hereby transfer to

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

DAPHNE EUDORIA WAY wife of Norman Hemsley Way of 8 Hopetoun Avenue, Mosman, Company Director,

(herein called transferee)

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

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

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

| County. | Parish. | Reference to Title. Whole or Part. | Vol. | Fol. | Description of Land (if part only). |
|---|---|---|---|---|---|
| CUMBERLAND | MANLY COVE | ~~WHOLE~~ part | 7749 | 51 | |
| CUMBERLAND | MANLY COVE | PART | 7932 | 119 | Being Lots A, B1 and B2, Deposited Plan Number 30860 |

7749-51 - DP H515206
7932-119 - H579969

SC026 10.58 W K 1165—4 Ft 3070 V. C. N. Blight, Government Printer

? Cos. / ? fees / ? whole 7749/51 in part lots A, B1, B2 /

Req:R579914 /Doc:DL H579969 /Rev:10-Apr-1997 /NSW LRS /Pgs:ALL /Prt:30-Jul-2026 11:35 /Seq:2 of 4
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And the transferee covenant(s) with the transferor[4]

TOGETHER WITH as appurtenant to the land hereby transferred a right of carriageway over that part of Lot C Deposited Plan Number 30860 as is shown in such plan as "Right of Way". AND IT IS HEREBY AGREED AND DECLARED that the easement hereby created may be released varied or modified with the consent of the transferee her executors administrators and assigns or other the registered proprietor or registered proprietors for the time being of the land hereby transferred BUT RESERVING unto the transferor his executors administrators and assigns a right-of-carriageway over those parts of Lots A, B1 and B2, Deposited Plan Number 30860 as are shown therein as "Right of Way (15')" and ALSO RESERVING unto the transferor his executors administrators and assigns full and free right and liberty for the transferor his executors administrators and assigns to use the strip of land shown in the said plan as "Easement 4" and extending along the northern boundary of Lots A, B1 and B2 or any part thereof for the drainage and passage of surface water, storm water, effluence from septic tanks or soil AND to make lay out construct and use and maintain on the said strip of land such channels cuttings drains pipes and other works as in the opinion of the transferor his executors administrators and assigns may be required for such drainage and passage AND to dig out and use any part thereof for the making laying out or constructing of such works AND to leave all or any part of the clay sand gravel stone or earth dug out as aforesaid upon the said strip of land or upon any part thereof AND to remove and carry away any part of the clay sand gravel stone or earth dug out as aforesaid AND to inspect the condition of and to cleanse maintain repair relay or recover any works upon the said strip of land or upon any part thereof AND for any of the purposes aforesaid to enter into and upon the said strip of land or upon any part thereof at all reasonable times with surveyors workmen horses carts vehicles materials machinery or implements or with any other necessary things or persons and to bring and place and leave thereon or remove therefrom all necessary materials machinery implements and things.

AND IT IS HEREBY AGREED AND DECLARED that the easements hereby created may be released varied or modified with the consent of the transferor his executors administrators and assigns.

ENCUMBRANCES, &c., REFERRED TO:
As regards Certificate of Title Volume 7749 Folio 51, Covenant in Transfer H228350

[4] 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.

[4] A very short note will suffice.

K 1165—2 St 3070—2

.6357RP1

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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."

Signed at Sydney the 15th day of August 1960.

Signed in my presence by the Transferor

WHO IS PERSONALLY KNOWN TO ME

E J Biddulph
Solicitor
Sydney

Transferor.*

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

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Jean I. Austin

Transferee(s).

‡ 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. 109 (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.

## 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—*

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

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

*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.*

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

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

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

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

K 1163—3 In 3079 —3

16357RP1
16357

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No. H 579969

LODGED BY ROSCOE W. C. HOYLE & CO. Solicitors, WINGELLO HOUSE, ANGEL PLACE, SYDNEY

BL2093

FEES.

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

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

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

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

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1
2
3
4
5
6

Received Docs. Nos.
Receiving Clerk.

PARTIAL DISCHARGE OF MORTGAGE.

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

I,

mortgagee under Mortgage No.

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

Dated at this day of 19 .

Signed in my presence by

who is personally known to me.

Mortgagee.

‡ 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.

INDEXED

MEMORANDUM OF TRANSFER

Reg. with and Reserg. Right of Carriageway / Reserg. Easement for Drainage

Checked by

Particulars entered in Register Book,
Volume 1749 Folio 51
" 7932 " 119

Passed (in S.D.B.) by

the 19th day of December 1960 at 55 minutes past 11 o'clock in the forenoon.

Signed by

Registrar-General.

FOR DEPARTMENTAL USE.

Sent notice of registration

PROGRESS RECORD.

| | Initials. | Date. |
|---|---|---|
| Sent to Survey Branch | | |
| Received from Records | | |
| Draft written | | 25.11.60 |
| Draft examined | | 25/11/60 |
| Diagram prepared | | 12-12-60 |
| Diagram examined | | 13/12/60 |
| Draft forwarded | | |
| Supt. of Engrossers | | |
| Cancellation Clerk | | 10/1/61 |

Vol. 6065 Fol. 97

EXTRA FEES £2 10 0

21 DEC 1960

15

A 116—2 Sc 3070—4

16357RP1

16357RP1

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STAMP DUTY

OFFICE USE ONLY

X330076

# POSITIVE COVENANT

PURSUANT TO SECTION 88E(3), CONVEYANCING ACT, 1919
REAL PROPERTY ACT, 1900

(See instructions for Completion on back of form)

A 1 of 1

$ 49

| DESCRIPTION OF LAND Note (a) | Torrens Title Reference | If part only, delete Whole and give details |
|---|---|---|
| | Volume 9092<br>Folio 23 | WHOLE |

Note (b) THE COUNCIL OF THE SHIRE OF WARRINGAH of Civic Centre, Dee Why

a PRESCRIBED AUTHORITY within the meaning of Section 88E(1) of the Conveyancing Act, 1919, hereby imposes on the land above described the positive covenant which is set out overleaf, and applies to have such covenant recorded in the Register.

OFFICE USE ONLY
DN RQ

Note (c) The Registered Proprietor of the land above described is HOSKINS MANAGEMENT SERVICES PTY. LIMITED of and GORDON SHERRAM PARRY of 20 Park Crescent, Pymble 2073.

Note (d) The ~~mortgagee/lessee/chargee/covenant chargee~~ of the land above described is CLEARVIEW INDUSTRIAL ESTATES PTY. LIMITED of 21 Clearview Place, Brookvale.

DATE 27.8.1987

EXECUTION Note (e)

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

Signed in my presence by an authorised officer of the Prescribed Authority

THE COMMON SEAL of THE COUNCIL OF THE SHIRE OF WARRINGAH was hereunto affixed this 28 day of August 1987 pursuant to an order made under delegated authority by the General Manager/Shire clerk of the Council

Signature of Witness
Name of Witness (BLOCK LETTERS)
Address and occupation of Witness

Shire President

General Manager/Shire Clerk

Signed in my presence by the registered proprietor of the land who is personally known to me.

THE COMMON SEAL of HOSKINS MANAGEMENT SERVICES PTY. LIMITED was hereunto affixed by authority of the Board of Directors in the presence of

Signature of Witness
Address and occupation of Witness

Common Seal

Director

Secretary

Notes (a) and (f)

Signed in my presence by the registered proprietor GORDON SHERRAM PARRY who is personally known to me

Signature of Witness
M. S. STEELE
Name of Witness (BLOCK LETTERS)
39 PARATTA RD RYDE 2112
Address and occupation of Witness

Signature

TO BE COMPLETED BY LODGING PARTY

Notes (g) and (h)

LODGED BY
H. WILSHIRE WEBB BON & DOYLE
SOLICITORS
140 SUSSEX STREET, SYDNEY
D.X. 200 SYDNEY PHONE 20-3311
0200

Delivery Box Number

LOCATION OF DOCUMENTS

| CT | OTHER | |
|---|---|---|
| | | Herewith. |
| | | In L.T.O. with |
| ✓ | | Produced by Baxter Ferry Purcell |

OFFICE USE ONLY

| Checked | Passed | REGISTERED 2.9.1988 |
|---|---|---|
| Signed | Extra Fee | |

| Secondary Directions | |
|---|---|
| Delivery Directions | CT 1021Q |

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RP55A

Note (i)

Terms of Positive Covenant

See annexure hereto

**INSTRUCTIONS FOR COMPLETION**

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

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialled by the parties to the dealing in the left hand margin.

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 parties and the attesting witnesses.

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

(a) Description of land:

(i) TORRENS TITLE REFERENCE - Insert the current Folio Identifier of Volume and Folio of the Certificate of Title for the land the subject of this covenant, 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 affected by the covenant, delete the word "Whole" and insert the lot and plan number, portion, &c.

(b) Insert the full name and address of the Prescribed Authority.

(c) Insert full name and postal address of the registered proprietor.

(d) If the land is subject to a registered lease, mortgage, charge, etc., insert the full name and postal address of the lessee, mortgagee, chargee etc. If the land is NOT subject to a lease, mortgage, charge, etc., rule through this space.

(e) Execution.

GENERALLY
(i) Should there be insufficient space for execution of this dealing use an annexure sheet.
(ii) The certificate of correctness under the Real Property Act, 1900 must be signed by the authorised officer who should execute the dealing in the presence of an adult witness, to whom he/she is personally known.
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 dealing is executed by the attorney for the applicant 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/her authority, e.g. "AB by his/her attorney (or persons or delegate, as the case may be) XY pursuant to power of attorney registered Book No

AUTHORITY
(iv) If the dealing 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 dealing has been executed

CORPORATION (v) If the dealing 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.

(f) Insert reference to the mortgage, lease, charge, etc., e.g., mortgage No. W161111.

(g) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.

(h) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration.

(i) Insert the full particulars of the positive covenant . Should there be insufficient space, use an annexure.

OFFICE USE ONLY

| | | FIRST SCHEDULE DIRECTIONS |
|---|---|---|
| (A) FOLIO IDENTIFIER | (B) DIRECTION | (C) NAME |
| | | |

SECOND SCHEDULE AND OTHER DIRECTIONS

| (D) FOLIO IDENTIFIER (OR RECORD DEALING & FOLIO IDENTIFIER) | (E) DIRECTION | (F) NOTICE TYPE | (G) DEALING NUMBER | (H) DETAILS |
|---|---|---|---|---|
| | | | | |

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This is the annexure referred to in the Positive Covenant between The Council of the Shire of Warringah and Hoskins Management Services Pty. Limited and Gordon Sherram Parry dated the day of 198

1. The right-of-carriageway created by H579969 shall be kept open, free from obstruction and available for use for commercial purposes at all times and shall be maintained to the satisfaction of the Prescribed Authority which shall be entitled at any time, and from time to time by notice writing, to require the Registered Proprietor to undertake such maintenance, repair and/or reconstruction as it shall reasonably require to keep such right-of-way, the carriageway and any other works constructed on it to a standard usually required by the Prescribed Authority for private rights-of-carriageway used for commercial purposes.

2. The right-of-carriageway created by H579969 shall not without the prior consent of the Prescribed Authority be released, varied or modified.

3. The Registered Proprietor shall withhold his consent to any release, variation or modification of the right-of-carriageway created by H579969 which has not been consented to by the Prescribed Authority.

4. No building erected on the land shall be used or continue to be used for commercial purposes unless the land has the benefit of the right-of-carriageway created by H579969 appurtenant to it and such right-of-carriageway is open, free from obstruction, available for use for commercial purposes at all times.

5. The pavement shall be constructed on the right-of-way created by H579969 to the standard usually required by the Prescribed Authority for private rights-of-way used for commercial purposes.

HOSKINS MANAGEMENT SERVICES PTY. LTD. Common Seal

Director

Secretary

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97-01TG

# TRANSFER GRANTING EASEMEI

Real Property Act 1900

6964768C

Office of St

(A) **LAND**
Show no more than 20 References to Title

| SERVIENT TENEMENT (Land Burdened) | DOMINANT TENEMENT (Land Benefited) |
|---|---|
| F.I. 2/207045 | F.I. 1/207045 |

(B) **LODGED BY**

| L.T.O. Box | Name, Address or DX and Telephone | |
|---|---|---|
| 1W | MARKS GRIFFITHS & BOUA. L.S. 22 CENTRAL AVENUE MANLY 2095 REFERENCE (max. 15 characters): RON GRIMBLE. | TG |

208X

(C) **TRANSFEROR**
(Registered Proprietor of servient tenement)
89DAREEN STREET PTY. LIMITED (ACN 080 781 648)

(D) acknowledges receipt of the consideration of $5,000.00

(E) and TRANSFERS and GRANTS AN EASEMENT TO DRAIN WATER 0.9 WIDE AS SHOWN ON PLAN ANNEXED MARKED "A"
BOTH ETW.

out of the servient tenement and appurtenant to the dominant tenement, to the TRANSFEREE.
2/- OFF X. 6783199.

(F) **TRANSFEREE**
(Registered Proprietor of dominant tenement)
CATANI RIDGE PTY. LTD. (ACN 079 008 359)

(G) subject to the following **ENCUMBRANCES** 1. 3768190 2. 3. 

(H) We certify this dealing correct for the purposes of the Real Property Act 1900. **DATE** 5th July 2000

~~Signed in my presence by the Transferor who is personally known to me.~~
THE COMMON SEAL OF 89 NAREEN STREET PTY LIMITED ACN 080 781 648 WAS HEREUNTO AFFIXED IN ACCORDANCE WITH ITS ARTICLES OF ASSOCIATION
~~Signature of Witness~~

Name of Witness (BLOCK LETTERS)

Address of Witness

David L. Hoare (SECRETARY)

(DIRECTOR)
Signature of Transferor

89 DAREEN STREET PTY LIMITED Common Seal A.C.N. 080 781 648

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

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address of Witness

RONALD SIDNEY GRIMBLE
Signature of Transferee's Solicitor

**INSTRUCTIONS FOR FILLING OUT THIS FORM ARE GIVEN ON THE BACK**

Plan fee received

CHECKED BY (Office use only)
6783199

Req:R579915 /Doc:DL 6964768 /Rev:01-Aug-2000 /NSW LRS /Pgs:ALL /Prt:30-Jul-2026 11:35 /Seq:2 of 2
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**PLAN**
OF PROPOSED EASEMENT
TO DRAIN WATER OVER
LOT 2 D.P.207045

Lengths are in metres. Reduction Ratio 1: 300

**LGA:** WARRINGAH

**Suburb/Locality:** FRENCHES FOREST

**Parish:** MANLY COVE

**County:** CUMBERLAND

I, PHILIP ANDREW SCOTT

of CRAIG & RHODES PTY LTD
11 BRIDGE ST. EPPING 2121

*a surveyor registered under the Surveyors Act 1929, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveyors (Practice) Regulation 1996 and ~~was completed on~~* IS COMPILED

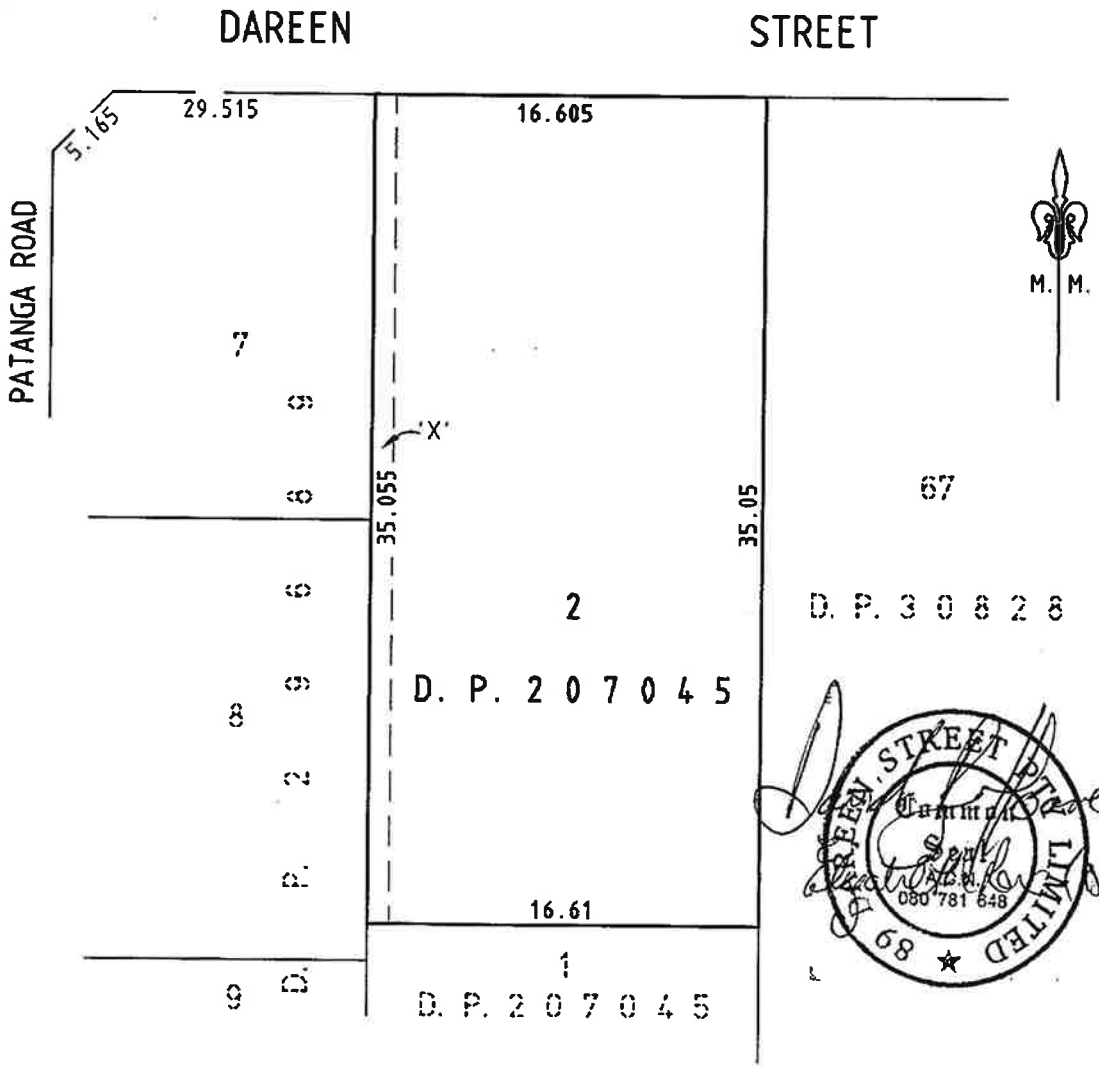
*The survey relates to*

*(here specify the land actually surveyed, or specify any land shown in the plan that is not the subject of the survey)*

*Datum Line:* *Zone: Suburban/~~Country~~*

*(Signature)*

## ANNEXURE 'A'




'X'-PROPOSED EASEMENT TO DRAIN WATER 0.9 WIDE

This is the Annexure marked 'A' referred to in the Transfer and Grant of Easement by 89 DAREEN ST.PTY.LTD. (ACN.080 781 684) to CATANI RIDGE PTY.LTD. (A.C.N.079 088 389)

Dated 5/7/2000

David G. Moore

LODGE WITH DEALING
2T 0586

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Form: 15CB
Licence: 98M111
Edition: 0106

# CHANGE OF BY-LAW

New South Wales
Strata Schemes Management Act
Real Property Act 1900

AC580817F

**PRIVACY NOTE: this information is legally required and will become part of the public record**

(A) **TORRENS TITLE**

For the common property
CP/SP 66025

(B) **LODGED BY**

| Delivery Box | Name, Address or DX and Telephone | CODE |
|---|---|---|
| 1W | Owners of SP 66025<br>C/- Bridge Real Estate<br>PO Box 342, Brookvale NSW 2100<br>Reference (optional): | CB |

(C) The Owners-Strata Plan No 66025 certify that pursuant to a resolution passed on 6/7/06
and in accordance with the provisions of—

(D)
- section 54 of the Community Land Management Act 1989
- section ..... of the Strata Schemes (Freehold Development) Act 1973
- section 51 (1A) of the Strata Schemes Management Act 1996
- order No ..... of the Strata Schemes Adjudicator
- order No ..... of the Strata Schemes Board

the by-laws are changed as follows—

(E) Repealed by-law No .....
Added by-law No 15 & 16
Amended by-law No .....
as fully set out below:

* see attached additional by laws no 15 & 16 for SP 66025.

(F) The common seal of the Owners-Strata Plan No 66025
was affixed on 8/9/06 in the presence of—
Signature(s) .....
Name(s) Richard Wise
being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

THE OWNERS OF STRATA PLAN 66025 SEAL

(G) **COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996**

I certify that ..... has approved the change of by-laws set out herein.

Signature of authorised officer .....

Name and position of authorised officer .....

All handwriting must be in block capitals.



A set of notes on this form (15CB-2) is available from Land and Property Information NSW.

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## ADDITIONAL BY LAWS FOR SP 66025

By Law No 15:
Exclusive use of area next to the parking space which services lot 5 for the proprietor of Lot 5

a) The owner of lot 5 shall have exclusive use of the common property marked 'a' on the plan and annexer marked 'A'.
b) Where such exclusive use rights arise, the owner having those rights shall be responsible for keeping the relevant common property in good and serviceable repair.

By Law No 16:
Exclusive use of area next to the parking space which services lot 10 for the proprietor of Lot 10

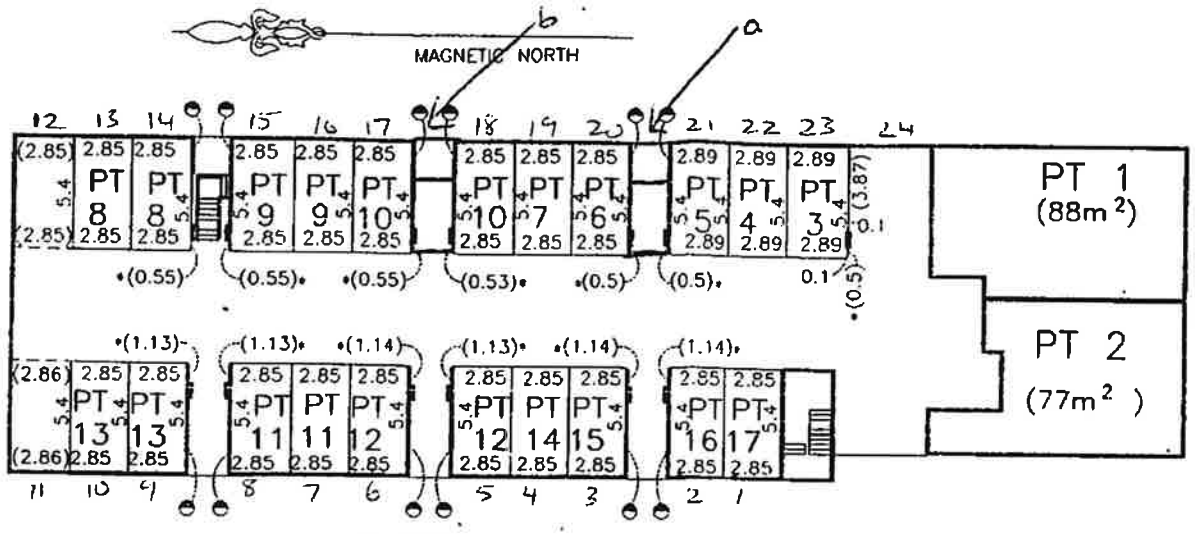
a) The owner of lot 10 shall have exclusive use of the common property marked 'b' on the plan and annexer marked 'A'.
b) Where such exclusive use rights arise, the owner having those rights shall be responsible for keeping the relevant common property in good and serviceable repair.

FORM 2 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 3 of 4 Sh.

ANNEXURE A

STRATA PLAN 660




BASEMENT LEVEL

PT LOT 3 – PT LOT 17 INCLUSIVE
AT BASEMENT LEVEL ARE CAR SPACES

NOTES:
KERBS USED TO DEFINE BOUNDARIES THE STRATA LOT HAVE BEEN CONSTR TO THE STANDARD REQUIRED UNDER LOCAL GOVERNMENT ACT FOR ROAD ALIGNMENT.

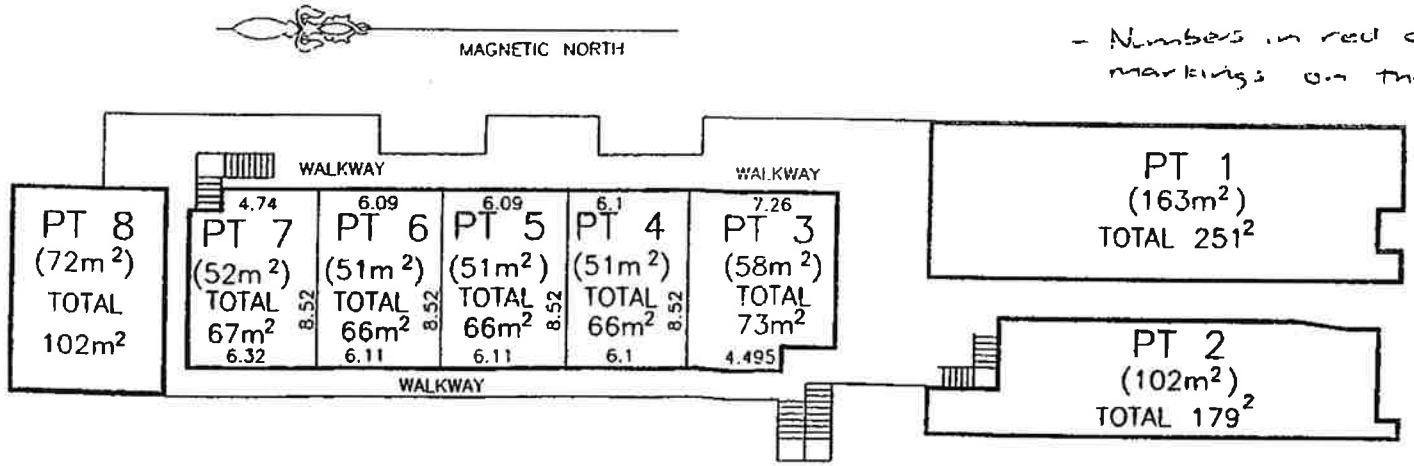
THE UNCOVERED PARTS OF THE CAR SPACES ARE LIMITED IN HEIGHT FROM THE UPPER SURFACE OF THE CONCR SLAB TO THE HORIZONTAL PROLONGA OF THE UNDERSIDE OF THE CONCRET SLAB ABOVE.

ALL CAR SPACES HAVE AN AREA OF

⊕ OUTSIDE EDGE OF THE CONCRETE

* DISTANCE FROM FACE OF PIER TO OF STRATA LOT.

- PT numbers are unit num
- Numbers in red are the markings on the carspaces.




GROUND FLOOR

Reduction Ratio 1:250

Lenghts are in metres

Registered Surveyor

General Manager/Authorised Person

Req:R579916 /Doc:DL AC580817 /Rev:12-Sep-2006 /NSW LRS /Pgs:ALL /Prt:30-Jul-2026 11:35 /Seq:3 of 3
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Req:R579912 /Doc:DL AG906705 /Rev:10-Apr-2012 /NSW LRS /Pgs:ALL /Prt:30-Jul-2026 11:35 /Seq:1 of 2
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Form: 15CB
Release: 3.1
www.lpma.nsw.gov.au

# CHANGE OF BY-LAWS

New South Wales
Strata Schemes Management Act 1996
Real Property Act 1900

AG906705G

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) TORRENS TITLE

For the common property
CP/SP66025

(B) LODGED BY

| Document Collection Box | Name, Address or DX, Telephone, and Customer Account Number if any | CODE |
|---|---|---|
| 1W | Owners Strata Plan No 66025<br>C/- Life Property Group Pty Limited<br>PO Box 124 Frenchs Forest NSW 2086<br>Reference: Bill Ryder | CB |

(C) The Owners-Strata Plan No. SP66025 certify that pursuant to a resolution passed on 6 DECEMBER 2011 and

(D) in accordance with the provisions of section 52 of Strata Schemes Management Act 1996

the by-laws are changed as follows—

(E) Repealed by-law No. 16

Added by-law No. 17

Amended by-law No. NOT APPLICABLE

as fully set out below:

By Law No 17

Exclusive use of area next to the parking space which services Lot 10 for the proprietor ("Owner")of Lot 9:-

(a)the owner of Lot 9 shall have the exclusive use of the common property marked "b" on the plan annexed and marked "A;

(b)where such exclusive use rights arise, the owner of Lot 9 which has the rights shall be responsible for keeping the relevant common property in good and serviceable repair.

(F) The common seal of the Owners-Strata Plan No. 66025 was affixed on in the presence of—

THE OWNERS OF STRATA PLAN 66025 Common Seal

Signature(s): X

Name(s): X N ATACK
(NATALIE ATACK)

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

Req:R579912 /Doc:DL AG906705 /Rev:10-Apr-2012 /NSW LRS /Pgs:ALL /Prt:30-Jul-2026 11:35 /Seq:2 of 2
© Office of the Registrar-General /Src:InfoTrack /Ref:260901

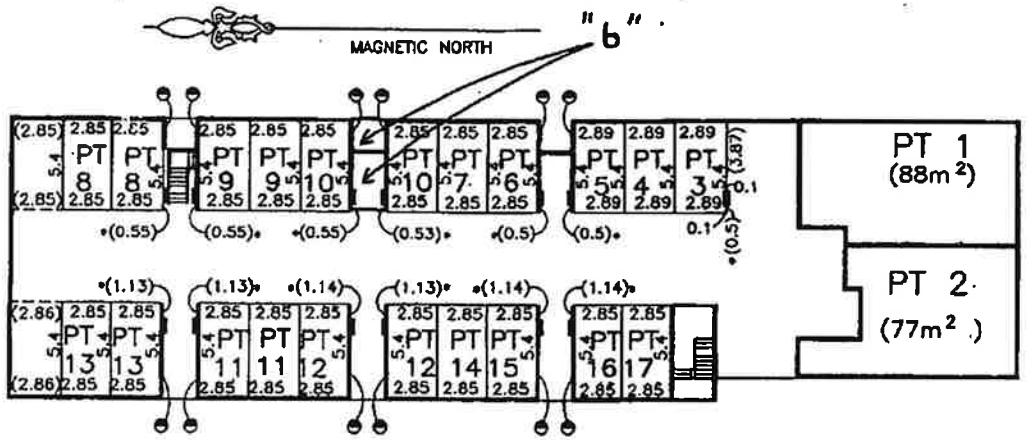
Req:R955586 /Doc:SP 0066025 P /Rev:10-Sep-2001 /Sts:SC.OK /Prt:26-Oct-2011 08:13 /Pgs:ALL /Seq:3 of 4 -
Ref:Wilshire Webb Staunton Beattie /Src:P

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 3 of Sheets

# SP66025




BASEMENT LEVEL

PT LOT 3 – PT LOT 17 INCLUSIVE
AT BASEMENT LEVEL ARE CAR SPACES

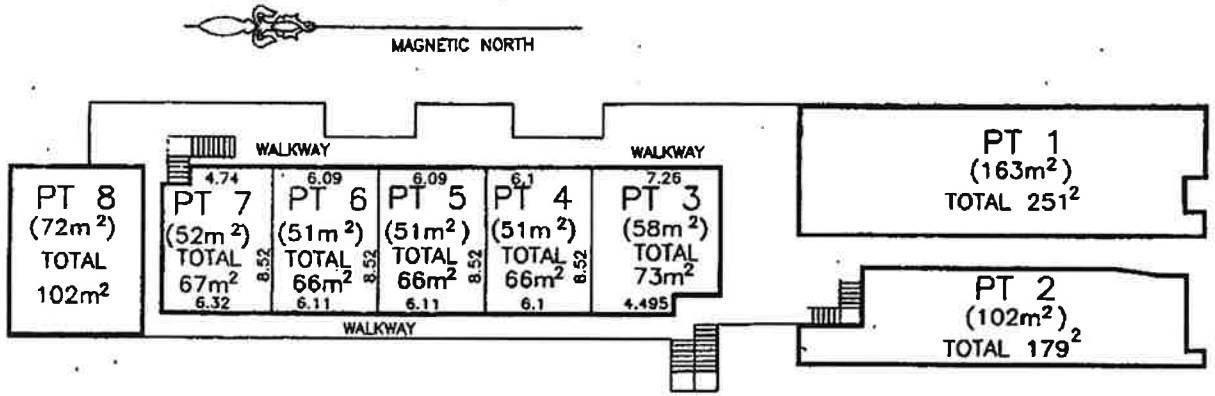
NOTES:
KERBS USED TO DEFINE BOUNDARIES OF THE STRATA LOT HAVE BEEN CONSTRUCTED TO THE STANDARD REQUIRED UNDER THE LOCAL GOVERNMENT ACT FOR ROAD ALIGNMENT.

THE UNCOVERED PARTS OF THE CAR SPACES ARE LIMITED IN HEIGHT FROM THE UPPER SURFACE OF THE CONCRETE SLAB TO THE HORIZONTAL PROLONGATION OF THE UNDERSIDE OF THE CONCRETE SLAB ABOVE.

ALL CAR SPACES HAVE AN AREA OF 15m²

⊖ OUTSIDE EDGE OF THE CONCRETE KERB

* DISTANCE FROM FACE OF PIER TO FRONT OF STRATA LOT.




GROUND FLOOR

Reduction Ratio 1:250

Lenghts are in metres

Registered Surveyor

General Manager/Authorised Person

SURVEYOR'S REFERENCE 6303B

OFFICE USE ONLY

ANNEXURE "A"

northern beaches council

# Northern Beaches Council Planning Certificate – Part 2

**Applicant:** Hpl Law Group
PO Box 705
FRESHWATER NSW 2096

| | |
|---|---|
| **Reference:** | EFW 260901 |
| **Date:** | 30/07/2026 |
| **Certificate No.** | ePLC2026/05237 |
| **Address of Property:** | 8/14 Frenchs Forest Road East FRENCHS FOREST NSW 2086 |
| **Description of Property:** | Lot 8 SP 66025 |

# Planning Certificate – Part 2

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

## 1. Relevant planning instruments and Development Control Plans

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

#### (a) Local Environmental Plan

Warringah Local Environmental Plan 2011

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

State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021
State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Sustainable Buildings) 2022
State Environmental Planning Policy (Transport and Infrastructure) 2021

#### (c) Development Control Plans

Warringah Development Control Plan 2011

## (2) Draft Environmental Planning Instruments

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

### (a) Draft Local Environmental Plans

**Planning Proposal** PP- 2024-1343: to create a new Northern Beaches Local Environmental Plan
**Applies to land:** All land within the Northern Beaches Local Government Area
**Outline:** The Northern Beaches LEP will:

- Replace and harmonise planning controls in the four existing LEPs (Pittwater LEP 2014, Manly LEP 2013, Warringah LEP 2011 and Warringah LEP 2000).
- Introduce new statutory controls to better respond to the community's aspirations and strategic priorities for the Northern Beaches.

**Council resolution:** 17 June 2024
**Gateway determination and letter to proceed:** 14 October 2025 and 25 May 2026
**Local plan-making authority**: Department of Planning, Housing and Infrastructure (DPHI)
**Statutory exhibition:** 20 July 2026 - 30 August 2026

### (b) Draft State Environmental Planning Policies

Draft State Environmental Planning Policy (Climate Change and Natural Hazards)

### (c) Draft Development Control Plans

**Draft Northern Beaches Development Control Plan 2026**
**Applies to Land:** All land within the Northern Beaches Local Government Area
**Outline:** The Northern Beaches Development Control Plan will:

- Replace, harmonise and consolidate planning guidelines in the four existing DCPs (Pittwater 21 DCP, Manly DCP 2013, Warringah DCP 2011 and Warringah DCP 2000) into one Northern Beaches DCP.
- Introduce new guidelines to better respond to the community's aspirations and strategic priorities for the Northern Beaches.
- Support the Draft Northern Beaches LEP 2026.

**Council Resolution:** 19 May 2026
**Local Plan Making Authority:** Northern Beaches Council
**Statutory Exhibition:** 20 July 2026 - 30 August 2026

# 2. Zoning and land use under relevant planning instruments

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

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

### (a), (b)

The following information identifies the purposes for which development may be carried out with or without development consent and the purposes for which the carrying out of development is

prohibited, for all zones (however described) affecting the land to which the relevant Local Environmental Plan applies.

**EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011**

**Zone E1 Local Centre**

**1 Objectives of zone**

• To provide a range of retail, business and community uses that serve the needs of people who live in, work in or visit the area.

• To encourage investment in local commercial development that generates employment opportunities and economic growth.

• To enable residential development that contributes to a vibrant and active local centre and is consistent with the Council's strategic planning for residential development in the area.

• To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.

• To ensure new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.

• To create urban form that relates favourably in scale and in architectural and landscape treatment to neighbouring land uses and to the natural environment.

**2 Permitted without consent**

Home-based child care; Home businesses; Home occupations

**3 Permitted with consent**

Amusement centres; Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Creative industries; Entertainment facilities; Function centres; Group homes; Home industries; Hostels; Hotel or motel accommodation; Information and education facilities; Local distribution premises; Medical centres; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation facilities (indoor); Respite day care centres; Service stations; Shop top housing; Tank-based aquaculture; Veterinary hospitals; Waste or resource transfer stations; Water reticulation systems; Any other development not specified in item 2 or 4

**4 Prohibited**

Advertising structures; Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Port facilities; Recreation facilities (major); Recreation facilities (outdoor); Research stations; Residential accommodation; Restricted premises; Rural industries; Sewerage systems; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

## (c) Additional permitted uses

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

Nil

### (d) Minimum land dimensions

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

### (e) Outstanding biodiversity value

The land is not in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*

### (f) Conservation areas

The land is not in a heritage conservation area.

### (g) Item of environmental heritage

The land does not contain an item of environmental heritage.

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

### (a), (b)

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

**Zone E1 Local Centres**

**1 Objectives of zone**

- To provide a range of retail, business and community uses that serve the needs of people who live in, work in or visit the area.
- To encourage investment in local commercial development that generates employment opportunities and economic growth.
- To enable residential development that contributes to a vibrant and active local centre and is consistent with the Council's strategic planning for residential development in the area.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To ensure new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.
- To create urban form that relates favourably in scale and in architectural and landscape treatment to neighbouring land uses and to the natural environment.

**2 Permitted without consent**

Home-based child care; Home businesses; Home industries; Home occupations

**3 Permitted with consent**

Amusement centres; Boarding houses; Building identification signs; Business identification signs; Business premises; Car parks; Centre-based child care facilities; Commercial premises;

Community facilities; Creative industries; Educational establishments; Electricity generating works; Emergency services facilities; Entertainment facilities; Environmental protection works; Flood mitigation works; Function centres; Group homes; Health services facilities; Hostels; Hotel and motel accommodation; Information and education facilities; Local distribution premises; Medical centres; Office premises; Oyster aquaculture; Passenger transport facilities; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Registered clubs; Respite day care centres; Retail premises; Roads; School-based child care; Service stations; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Veterinary hospitals; Waste or resource transfer stations; Water reticulation systems

**4 Prohibited**

Any development not specified in item 2 or 3

### (c) Additional permitted uses

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

Nil

### (d) Minimum land dimensions

The Draft Northern Beaches Local Environmental Plan 2026 contains no development standard that fixes minimum land dimensions for the erection of a dwelling house on the land.

### (f) Conservation areas

The land is not in a heritage conservation area under the Draft Northern Beaches Local Environmental Plan 2026.

### (g) Item of environmental heritage

The land does not contain an item of environmental heritage under the Draft Northern Beaches Local Environmental Plan 2026.

## 3. Contribution plans

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

**Northern Beaches Section 7.12 Contributions Plan 2024 - in force 19 October 2024.**

(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4 - the name of the region, and the name of the Ministerial planning order in which the region is identified.

**Housing and Productivity Contribution**

The subject land is within the Greater Sydney region to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024 applies.

(3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area.

Nil

## 4. Complying Development

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

### Part 3 Housing Code

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

### Part 3A Rural Housing Code

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

### Part 3B Low Rise Housing Diversity Code

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

***Note:*** *Dual occupancies cannot be carried out as complying development in the R2 - Low Density Residential Zone in certain circumstances. See Clause 1.19 (3B) in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

### Part 3BA Pattern Book Development Code

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

***Note:*** *Dual occupancies cannot be carried out as complying development in the R2 - Low Density Residential Zone in certain circumstances. See Clause 1.19 (3B) in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

### Part 3C Greenfield Housing Code

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

### Part 3D Inland Code

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

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

### Part 4 Housing Alterations Code

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

### Part 4A General Development Code

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

### Part 5 Industrial and Business Alterations Code

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

### Part 5A Industrial and Business Buildings Code

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

### Part 5B Container Recycling Facilities Code

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

### Part 6 Subdivisions Code

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

### Part 7 Demolition Code

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

### Part 8 Fire Safety Code

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

### Part 9 Agritourism and Farm Stay Accommodation Code

Complying Development under the Agritourism and Farm Stay Accommodation Code may be carried out on all of the land.

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

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

## 5. Exempt Development

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

### Part 2 Exempt Development Codes

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

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

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

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

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

(b) There is not a building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and

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

In this section—

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

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

## 7. Land reserved for acquisition

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

The Draft Northern Beaches Local Environmental Plan 2026 does not make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

## 8. Road widening and road realignment

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

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

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

## 9. Flood related development controls

(1) The land is not within the flood planning area and subject to flood related development controls.

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

In this section—

**flood planning area** has the same meaning as in the Flood Risk Management Manual.

**Flood Risk Management Manual** means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

**probable maximum flood** has the same meaning as in the Flood Risk Management Manual.

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

(a) Council has adopted policies that restrict the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding (for flooding – see 9). The identified hazard or risk, if any, are listed below:

Nil

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

Nil

## 11. Bush fire prone land

The land is not bush fire prone land.

## 12. Loose-fill asbestos insulation

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

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

Contact NSW Fair Trading for more information.

## 13. Mine Subsidence

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

## 14. Paper subdivision information

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

## 15. Property vegetation plans

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

## 16. Biodiversity Stewardship Sites

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

## 17. Biodiversity certified land

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

## 18. Orders under Trees (Disputes Between Neighbours) Act 2006

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

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

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

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

## 20. Western Sydney Aerotropolis

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

(a) not in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or

(b) not shown on the Lighting Intensity and Wind Shear Map, or

(c) not shown on the Obstacle Limitation Surface Map, or

(d) not in the "public safety area" on the Public Safety Area Map, or

(e) not in the "3 kilometre wildlife buffer zone" or the "13 kilometre wildlife buffer zone" on the Wildlife Buffer Zone Map.

## 21. Development consent conditions for seniors housing

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

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

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

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

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

## 23. Water or sewerage services

No water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*.

## 24. Special entertainment precincts

Whether the land or part of the land is in a special entertainment precinct within the meaning of the *Local Government Act 1993*, section 202B.

Nil

## 25. Interim development in future infrastructure corridors

The land is not subject to section 4.6A of *State Environmental Planning Policy (Transport and Infrastructure) 2021*.

## Additional matters under the Contaminated Land Management Act 1997

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

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

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

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

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

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

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



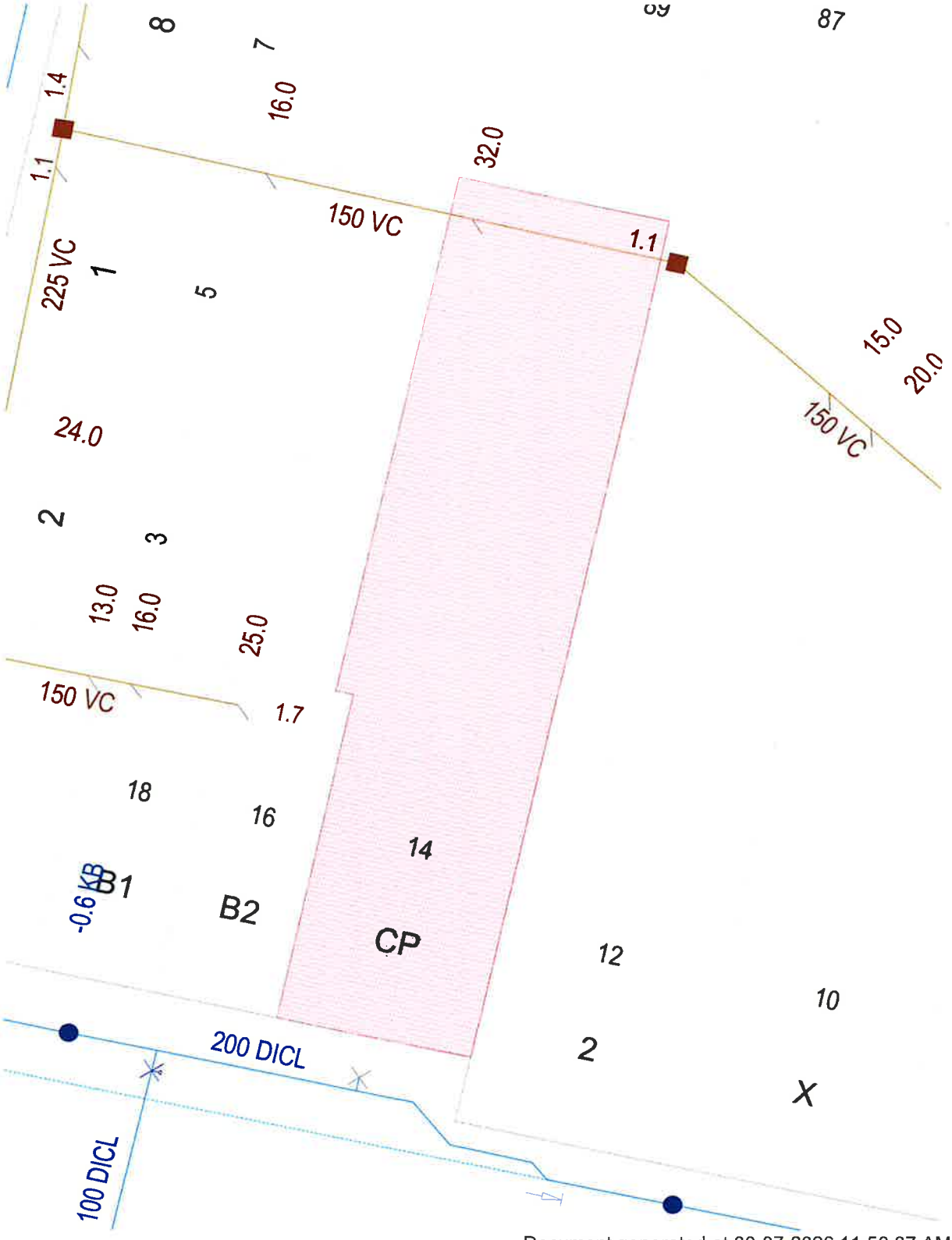
**Scott Phillips**
**Chief Executive Officer**

**30/07/2026**

Sydney WATER

# Service Location Print

Application Number: 8005434789




Document generated at 30-07-2026 11:50:37 AM

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

# Asset Information

## Legend

### Sewer

- Sewer Main (with flow arrow & size type text) — 225 PVC
- Disused Main
- Rising Main
- Maintenance Hole (with upstream depth to invert) — 1.7
- Sub-surface chamber
- Maintenance Hole with Overflow chamber
- Ventshaft EDUCT — VSE
- Ventshaft INDUCT — VSI
- Property Connection Point (with chainage to downstream MH) — 10.0
- Concrete Encased Section — Concrete Encased
- Terminal Maintenance Shaft — TMS
- Maintenance Shaft — MS
- Rodding Point — RP
- Lamphole
- Vertical — VERT
- Pumping Station — SPS882
- Sewer Rehabilitation

### Pressure Sewer

- Pressure Sewer Main
- Pump Unit (Alarm, Electrical Cable, Pump Unit)
- Property Valve Boundary Assembly
- Stop Valve
- Reducer / Taper
- Flushing Point — FP

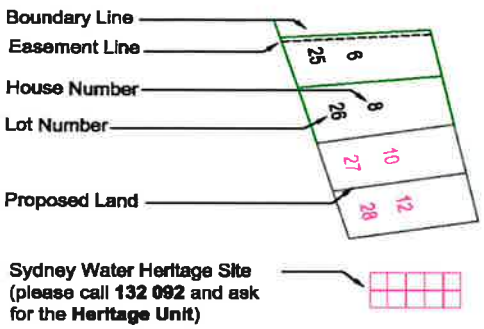
### Vacuum Sewer

- Pressure Sewer Main
- Division Valve
- Vacuum Chamber
- Clean Out Point

### Stormwater

- Stormwater Pipe
- Stormwater Channel
- Stormwater Gully
- Stormwater Maintenance Hole

### Property Details




Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

### Water

- WaterMain - Potable (with size type text) — 200 PVC
- Disconnected Main - Potable
- Proposed Main - Potable
- Water Main - Recycled
- Special Supply Conditions - Potable
- Special Supply Conditions - Recycled
- Restrained Joints - Potable
- Restrained Joints - Recycled
- Hydrant
- Maintenance Hole
- Stop Valve
- Stop Vale with By-pass
- Stop Valve with Tapers
- Closed Stop Valve
- Air Valve
- Valve
- Scour
- Reducer / Taper
- Vertical Bends
- Reservoir
- Recycled Water is shown as per Potable above. Colour as indicated

### Private Mains

- Potable Water Main
- Recycled Water Main
- Sewer Main
- Symbols for Private Mains shown grey

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

## Pipe Types

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

## Further Information

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

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

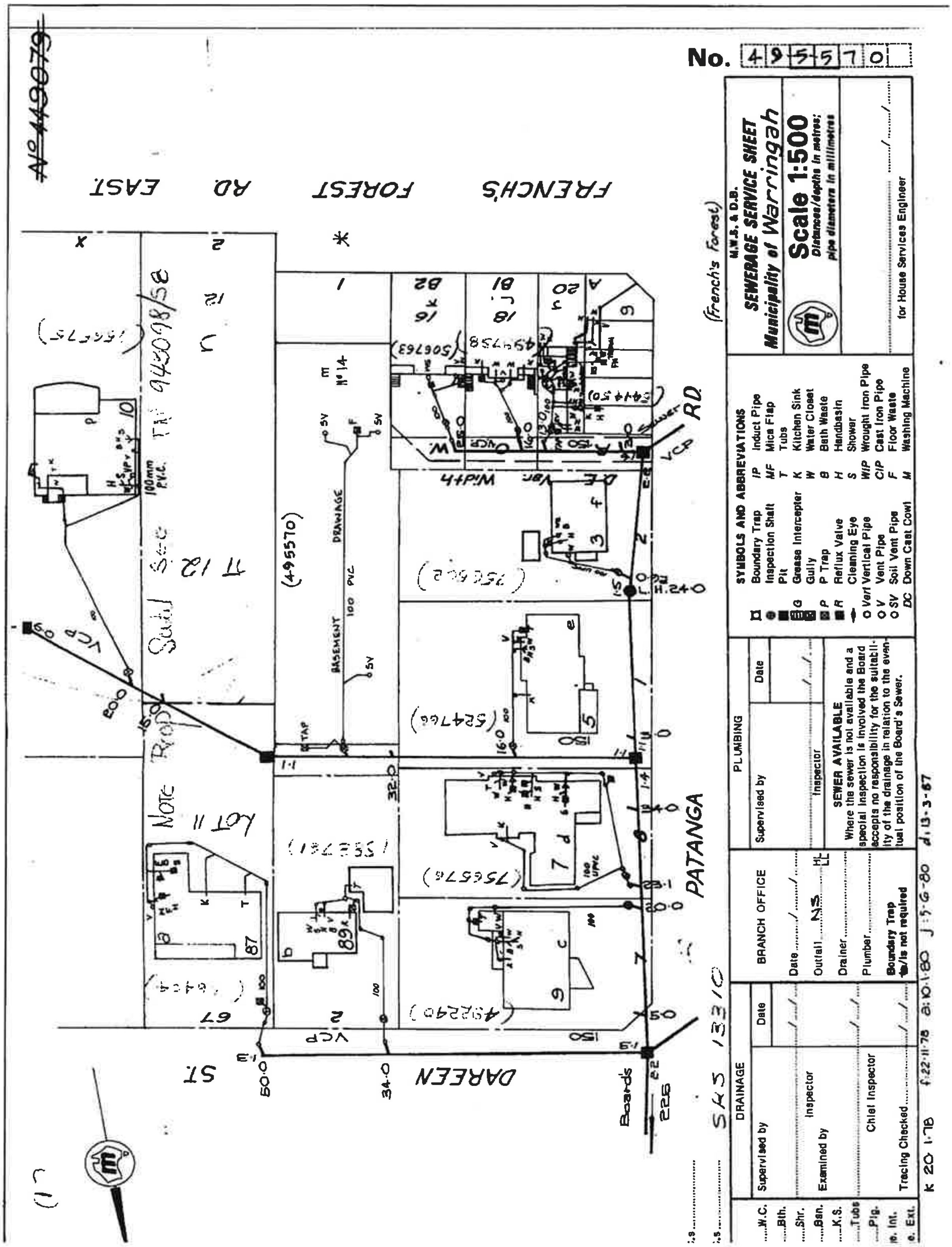
**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

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Sydney WATER

# Sewer Service Diagram

Application Number: 8005434927




Document generated at 30-07-2026 11:50:39 AM

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