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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** **Unit 3, 14 Frenchs Forest Road, Frenchs Forest East NSW 2086** **Email: stuart@skylinerealestate.com.au**	**Phone:** **Ref:**	**94523444** **Stuart Bath**
vendor	**John Rowe** **46 Boyer Road, Beacon Hill NSW 2100**		
vendor's solicitor	**Beaches Conveyancing** **68/42-46 Wattle Road, Brookvale NSW 2100** **PO Box 4, Narrabeen NSW 2101** **Email: bryn@beachesconveyancing.com**	**Phone:** **Fax:** **Ref:**	**8310 9280** **8580 6176** **CT:BH264078**
date for completion	**42nd day after the contract date** (clause 15)		
land (address, plan details and title reference)	**46 Boyer Road, Beacon Hill NSW 2100** **Lot 6 in Deposited Plan 203017** **Folio Identifier 6/203017**		
	☒ VACANT POSSESSION ☐ subject to existing tenancies		
improvements	☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:		
attached copies	documents in the List of Documents as marked or numbered: other documents:		

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

inclusions	☒ air conditioning	☒ curtains	☐ insect screens	☐ range hood
	☒ blinds	☒ dishwasher	☐ internet/TV receiver	☐ solar panels
	☒ built-in wardrobes	☐ EV charger	☒ light fittings	☐ solar power
	☒ ceiling fans	☒ fixed floor coverings	☐ pool equipment	☐ stove
	☒ clothes line	☒ other: TV antenna, cooktop, oven, security cameras, 2 wall mounted TVs, large wall mounted mirror and 3 x Hose Link hoses		
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 _____ Vendor _____ Vendor	**Signed** by _____ Purchaser _____ Purchaser
VENDOR (COMPANY)	**PURCHASER (COMPANY)**
Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person _____ Name of authorised person _____ Office held _____ Signature of authorised person _____ Name of authorised person _____ Office held	**Signed** by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person _____ Name of authorised person _____ Office held _____ Signature of authorised person _____ Name of authorised person _____ Office held

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Choices

Vendor agrees to accept a ***deposit-bond*** ☐ NO ☐ yes

Nominated *Electronic Lodgment Network* (*ELN*) (clause 4):

Manual transaction (clause 30) ☒ NO ☐ yes
(if yes, vendor must provide further details, including any applicable exception, in the space below):

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

Land tax is adjustable ☒ NO ☐ yes

GST: Taxable supply ☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply ☒ NO ☐ yes

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

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

Purchaser must make a *GSTRW payment* (GST residential withholding payment) ☒ NO ☐ yes (if yes, vendor must provide 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 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 off the plan contract

Other

- ☐ 61

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

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

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

WARNING—LOOSE-FILL ASBESTOS INSULATION
Before purchasing land that includes 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.

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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.

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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.**

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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 – ● the issuer; ● the expiry date (if any); and ● 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*;

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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 – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
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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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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BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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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ADDITIONAL CONDITIONS

CONTRACT AMENDMENTS

The contract is amended as follows:

33.1 Clause 7.1.1 is amended by replacing “5%” with “$1”.

33.2 Clause 7.2.1 is amended by replacing "10%" with "$1".

33.3 Clause 30.7 is amended by deleting all words after “if it is in NSW”

33.4 Clause 23.6.1 is amended by replacing all words with “the vendor is liable for all contributions due before the contract date”

33.5 Clause 23.6.2 is amended by replacing all words with “the purchaser is liable for all contributions due after the contract date”

33.6 Delete clause 31.2

DELAYED COMPLETION & NOTICE TO COMPLETE

34.1 For the purpose of Claus e 15 the parties agree that a period of fourteen (14) days shall be a reasonable and sufficient period of a Notice to Complete and the time fixed for completion in the Notice to Complete shall be of the essence.

If the purchase is not completed on the date appointed herein for settlement or the purchase price or any part thereof is not paid on its due date, the Purchaser shall on completion, in addition to the balance of the purchase money:

34.1.1 pay interest on the balance of the purchase price from the said date to either the date of completion or payment or the date of termination (whichever first occurs) at the rate of eight per centum (8%) per annum provided that such interest shall not be payable during any period in which the Vendor is in default of its obligations under this contract; and

34.2 Any payment provided for in this condition is without prejudice and in addition to any other legal remedy the Vendor may have by reason of default of the Purchaser.

NO WARRANTY

35. The property and all improvements, inclusions and appurtenances thereto are sold in their present state of repair and the purchaser acknowledges that it is purchasing the property relying on its own inspection, knowledge and enquiries and that it does not rely on representations, made to the purchaser by or on behalf of the vendor. The purchaser shall not call on the vendor to undertake any work or repairs to or in relation to the property and its improvements, inclusions and appurtenances thereto. This contract constitutes the entire agreement between the parties hereto and the parties hereby acknowledge that there are no agreements, provisions, terms, warranties or conditions applicable to the transaction to which this contract relates save for those referred to herein.

DEATH OR INCAPACITY

36. Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then the other party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of Clause 19 hereof shall apply.

DEPOSIT

37. If a cooling off period applies to this contract, then the deposit will be paid as follows:
    a. An amount equivalent to .25% of the price on the making of this contract; and
    b. The balance of the 10% deposit, on or before 5:00 pm on the fifth business day after the day on which this contract was made by payment to the vendor's agent.

37.1 If the purchaser, subject to the agreement of the vendor, has paid an amount less than 10% of the price as a deposit on the date of this contract, or, if applicable, on the expiry of a cooling off period, then the deposit, or the balance due for payment will be paid as follows:
    a. An amount equivalent to 5% of the price on or before the making of this contract, or prior to the expiry of the cooling off period; and
    b. An amount equivalent to the balance of the 10% deposit, on the due date for completion or the date the vendor demands payment following a default by the purchaser under the terms of the Contract.

In the event that the deposit is paid in accordance with clause 37.1 all interest accrued, if applicable, will be paid to the vendor and standard clause 2.9 is amended by deleting the words "the parties equally" and inserting the words "the vendor"

REQUISITIONS

38. In accordance with clause 5.1 of the contract, the form of requisitions the purchaser may raise are attached to this contract.

REAL ESTATE AGENT

39. The purchaser warrants to the vendor that the purchaser has not been introduced to the vendor and or the property by any other real estate agent other than the vendor's real estate agent named and referred to on the front page of this contract and hereby indemnifies the vendor from and against any claim for commission together with any costs or expense incurred by the vendor arising from a breach of this warranty by the purchaser. This clause shall not merge on completion.

DEPOSIT FOR USE ON SETTLEMENT

40. The purchaser agrees to release the deposit for use on settlement should the vendor require the deposit monies for completion of another conveyance or payment of any outstanding land tax, mortgage debt or stamp duty. This condition is sufficient to authorise the Agent holding the deposit to release the deposit for the abovementioned purpose.

REQUISITIONS ON TITLE

Title

1. On or before completion, any mortgage must be discharged, any priority notice withdrawn, any caveat withdrawn, and any writ must be cancelled. In the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with the registration fee as per the terms of the contract.

Vacant Possession

2. If vacant possession is marked on the contract vacant possession of the property must be given on completion unless agreed in writing between the vendor and the purchaser.

Tenancies

3. If the contract states that the property is sold subject to tenancy, has the tenancy been accurately disclosed in the contract?
4. Please provide a copy of the condition report.
5. Please provide a copy of the completed NSW Fair Trading Change of Owner/Managing Agent form and hand the original over on settlement along with a Notice of Attornment.
6. Please specify any existing breaches.
7. All rent must be paid up to or beyond the date of completion.
8. Please advise whether the Managing Agent will attend to the adjustment of rent between the vendor and the purchaser upon settlement of this matter?
9. Has the vendor or the tenant applied to the NSW Civil & Administrative Tribunal for an order?
10. Have any orders been made by the NSW Civil & Administrative Tribunal? If so, please provide details.

Inclusions

11. Are the inclusions (fixtures & chattels) subject to any charge or hiring agreement? If so, details must be given, and any debt must be discharged prior to completion.

Land Tax

12. Please furnish a clear land tax certificate prior to settlement.
13. If the contract states that a land tax adjustment is required, please provide evidence of the taxable land value for the current year at your earliest opportunity.

Adjustments

14. In accordance with clause 14.1 of the Contract all outgoings must be paid up to and including the date of completion.

Zoning | Council | Restrictions

15. Is the vendor aware of any restrictions on the use of, or development of the property due to the likelihood of land slip, bush fire, flooding, tidal inundation, noise exposure, subsidence or any other risk?
16. Is the vendor aware of any conservation instrument or any order, notice or intention to act in respect of the property under the Heritage Act?
17. Have you received any notice, order, or intended or threatened action from the local council?
18. Is the vendor aware of any informal drain, sewer, water main or stormwater channel which intersects or runs through or under the land?
19. Is there any currently applicable development approval or consent to the use of the property?

Survey | Boundary

20. Any Survey should be satisfactory and show that there are no encroachments by or upon the property or the common property and that all improvements comply with relevant planning regulations.
21. Is the vendor in possession of a survey report? If so, please produce a copy for inspection. The original should be handed over on completion.
22. If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement if applicable.

Affectations | Notices | Claims

Is the vendor aware of any of the following affecting any part of the property:

23. Any notice or resumption or intended resumption?
24. Any claim or conduct to close, obstruct or limit access to or from the land or to an easement over the land?

Building Work

25. Is there any matter that could justify the making of an upgrading or demolition order?
26. Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy at your earliest opportunity.
27. Has the vendor a Final Occupation Certificate issued under the Environmental Planning and Assessment Act 1979 for all current buildings or structures? If so, it should be handed over on completion (unless the property is strata title). Please provide a copy at your earliest opportunity.
28. Is the vendor aware of any building work carried out in the last 6 years? If so, please provide details of the work

Capacity

29. If the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.
30. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
31. Is the vendor under any incapacity which would affect completion of this transaction?

Foreign Resident

32. Is the vendor a foreign resident?
33. Please furnish a Foreign Resident Capital Gains Withholding clearance certificate at least 7 days prior to completion.

General Requisitions

34. Unless we are advised by you to the contrary prior to completion it will be assumed that your replies to these requisitions remain the unchanged as at completion date.

Conditions of Sale by Auction

Part 3, Clause 18 of the Property and Stock Agents Regulation 2022

(1) The following conditions are prescribed as applicable to the sale by auction of land or livestock—
   (a) the vendor's reserve price must be given in writing to the auctioneer before the auction commences unless the auction relates solely to livestock,
   (b) a vendor bid must not be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of vendor bids that may be made,
   (c) the highest bidder is the purchaser, subject to any reserve price,
   (d) if there is a disputed bid—
      (i) the auctioneer is the sole arbitrator, and
      (ii) the auctioneer's decision is final,
   (e) the auctioneer may refuse to accept a bid that, in the auctioneer's opinion, is not in the best interests of the vendor,
   (f) a bidder is taken to be bidding on the bidder's own behalf unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person,
   (g) a bid must not be made or accepted after the fall of the hammer,
   (h) as soon as practicable after the fall of the hammer the purchaser must sign the agreement for sale, if any.

(2) The following conditions, in addition to the conditions prescribed by subsection (1), are prescribed as applicable to the sale by auction of residential property or rural land—
   (a) all bidders must be registered in the Bidders Record and display the identifying number allocated to the person when making a bid,
   (b) subject to the condition prescribed by subsection (3)(a)—
      (i) the auctioneer may make only 1 vendor bid at an auction for the sale of residential property or rural land, and
      (ii) no other vendor bid may be made by the auctioneer or another person,
   (c) immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".

(3) The following conditions, in addition to the conditions prescribed by subsections (1) and (2), are prescribed as applicable to the sale by auction of co-owned residential property or rural land or the sale of co-owned residential property or rural land by a seller as executor or administrator—
   (a) more than 1 vendor bid may be made to purchase the interest of a co-owner
   (b) a bid by or on behalf of an executor or administrator may be made to purchase in that capacity,
   (c) before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller,
   (d) before the commencement of the auction, the auctioneer must announce the bidder registration number of all co-owners, executors or administrators or a person registered to bid on behalf of a co-owner, executor or administrator.

(4) The following condition, in addition to the conditions prescribed by subsection (1), is prescribed as applicable to the sale by auction of livestock—

   The purchaser of livestock must pay the stock and station agent who conducted the auction, or under whose immediate and direct supervision the auction was conducted, or the vendor, the full amount of the purchase price—
   (a) if the amount can reasonably be determined immediately after the fall of the hammer—before the close of the next business day following the auction, or
   (b) if the amount cannot reasonably be determined immediately after the fall of the hammer—before the close of the next business day following determination of the amount, or
   (c) if some other time for payment is specified in a written agreement between the purchaser and the agent, or the purchaser and the vendor, made before the fall of the hammer—before or at the time specified in the agreement.

Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 6/203017

SEARCH DATE	TIME	EDITION NO	DATE
9/3/2026	5:01 PM	8	15/4/2021

LAND

LOT 6 IN DEPOSITED PLAN 203017
AT BEACON HILL
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP203017

FIRST SCHEDULE

JOHN ROWE (T AE57808)

SECOND SCHEDULE (5 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 DP203017 EASEMENT FOR DRAINAGE AFFECTING PART OF THE LAND ABOVE DESCRIBED SHOWN AS DRAINAGE EASEMENT 8 FEET WIDE IN DP203017
3 H628458 COVENANT
4 H934020 COVENANT
5 AG930006 MORTGAGE TO SUNCORP-METWAY LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Pending... PRINTED ON 9/3/2026

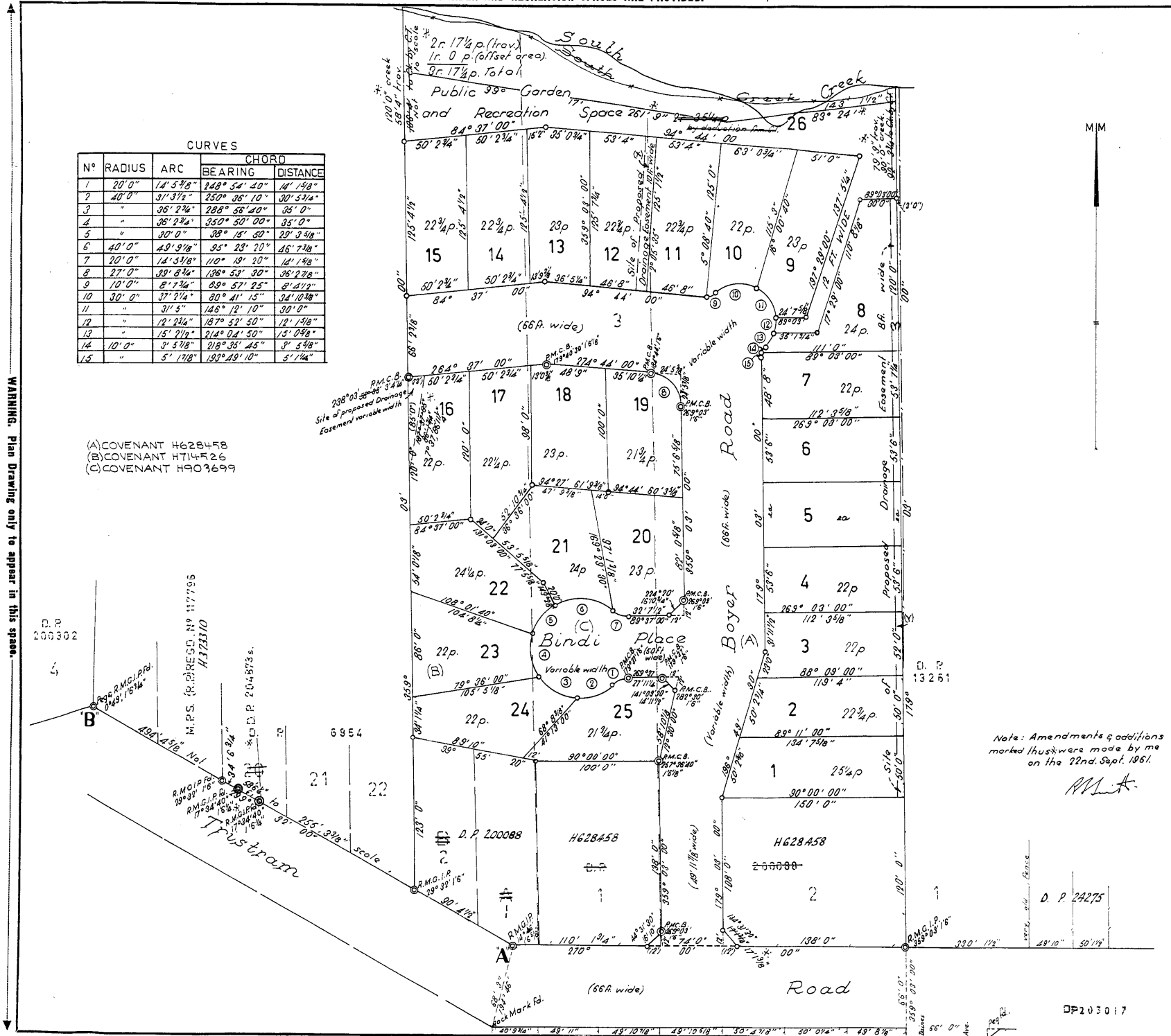
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Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

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Received: 09/03/2026 17:01:25

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



CURVES

Nº	RADIUS	ARC	CHORD BEARING	CHORD DISTANCE
1	20'0"	14'5 3/8"	248° 54' 40"	14' 1 4/8"
2	40'0"	31' 3 1/2"	250° 36' 10"	30' 5 3/4"
3	"	36' 2 3/4"	288° 56' 40"	35' 0"
4	"	36' 2 3/4"	350° 50' 00"	35' 0"
5	"	30' 0"	38° 15' 50"	29' 3 3/8"
6	40'0"	49' 9 1/8"	95° 23' 20"	46' 7 3/8"
7	20'0"	14' 5 3/8"	110° 19' 20"	14' 1 4/8"
8	27'0"	39' 8 3/4"	136° 53' 30"	36' 2 7/8"
9	10'0"	8' 7 3/4"	69° 57' 25"	8' 4 1/2"
10	30' 0"	37' 2 1/4"	80° 41' 15"	34' 10 3/8"
11	"	31' 5"	146° 12' 10"	30' 0"
12	"	12' 2 3/4"	187° 52' 50"	12' 1 4/8"
13	"	15' 2 1/2"	214° 04' 50"	15' 0 4/8"
14	10'0"	3' 5 1/8"	218° 35' 45"	3' 5 3/8"
15	"	5' 1 7/8"	193° 49' 10"	5' 1 1/4"

DP203017 (E)

Registered: 24/10/61

C.A.: 5232 of 26-4-61

Title System: Torrens

Purpose: Subdivision

Ref. Map: Warringah Sh. 56

Last Plan D.P. 6854

PLAN OF

Subdivision of ~~Lot 3~~ ~~D.P. 200088~~ Pt Lots 23, 24, 25 & 26 D.P. 6954

Scale: 60 feet to an inch

~~Mun./Shire~~ ~~City~~: Warringah

Locality: Beacon Hill

Parish: Manly Cove

County: Cumberland

I, Russell Sydney Smith

of 203rd Hardy's Chambers, De Mestre Pl., Sydney

a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate and has been made * (1) by me ~~(2) under my immediate supervision~~ in accordance with the Survey Practice Regulations, 1933, and was completed on † 24.4.61

Signature: RSmith

Surveyor registered under Surveyors Act, 1929, as amended.

Datum Line of Azimuth. "A" – "B"

Statements of Dedications, Easements.

(Signatures and Seals to appear in panel provided.)

It is intended to dedicate the new roads in this subdivision to the Public.

It is intended to create Drainage Easements appurtenant to Boyer Road 10ft. wide through Lots 12, and 8ft. wide through Lots 1-8 inclusive, in favour of the Warringah Shire Council.

It is intended to create a Drainage Easement variable width in favour of the Warringah Shire Council, through Lot 16, appurtenant to Boyer Rd.

OFFICE USE ONLY.

WARNING. Plan Drawing only to appear in this space.

WARNING. Plan Drawing only to appear in this space.

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

Req:R816608 /Doc:DP 0203017 P /Rev:20-Oct-1997 /NSW LRS /Pgs:ALL /Prt:09-Mar-2026 17:03 /Seq:1 of 4
© Office of the Registrar-General /Src:TRISearch /Ref:BH264078

DP 203017

F

DP203017 (E)

Registered: 24/4/61

C.A.: 5232 of 26-4-61

Title System: Torrens

Purpose: Subdivision

Ref. Map: Warringah Sh. 56

Last Plan D.P. 6854

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Locality: Beacon Hill

Parish: Manly Cove

County: Cumberland

I, Russell Sydney Smith

of 203rd Hardy's Chambers, De Mestre Pl., Sydney

a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate and has been made * (1) by me ~~(2) under my immediate supervision~~ in accordance with the Survey Practice Regulations, 1933, and was completed on † 24.4.61

Signature: R.S.S.

Surveyor registered under Surveyors Act, 1929, as amended.

Datum Line of Azimuth: 'A' – 'B'

Statements of Dedications, Easements.

(Signatures and Seals to appear in panel provided.)

It is intended to dedicate the new roads in this subdivision to the Public.

It is intended to create Drainage easements appurtenant to Boyer Road 10ft. wide through lots 12, and 8ft. wide through Lots 7-8 inclusive, in favour of the Warringah Shire Council.

It is intended to create a Drainage easement variable width in favour of the Warringah Shire Council, through Lot 16, appurtenant to Boyer Rd.

T

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

OFFICE USE ONLY.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

DP 203017

SIGNATURES AND SEALS ONLY.

I.e., Edward Bacon Perry and Anthony Martin Power as mortgagees of part under Memorandum of Mortgage Regd No. H841135 do hereby consent to this plan of subdivision

E.B. Perry

A. Power

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

Subdivision No. 5232 Date 26 APR 61

Council Clerk

Approved by Council.

The Common Seal of The Council of the SHIRE OF WARRINGAH was hereunto affixed on 26 APRIL 61 pursuant to a resolution of Council passed on 10 Nov. 60

Council Clerk

~~Mayor~~/President

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 203017

FEET	INCHES	METRES
1	6	0.457
1	6 1/8	0.460
1	6 1/4	0.464
1	6 5/8	0.473
1	6 3/4	0.476
3	-	0.914
3	4 1/4	1.022
3	5 5/8	1.057
3	5 7/8	1.064
3	6	1.067
5	1 1/4	1.556
5	1 7/8	1.572
8	-	2.438
8	4 1/2	2.553
8	7 3/4	2.635
10	-	3.048
12	-	3.658
12	1 5/8	3.699
12	2 3/4	3.727
13	-	3.962
13	0 3/8	3.972
13	9 3/8	4.201
14	1 5/8	4.308
14	5 3/8	4.404
14	11 1/2	4.559
15	0 5/8	4.588
15	2	4.623
15	2 1/2	4.636
16	10	5.131
16	10 3/4	5.150
17	1 3/8	5.217
20	-	6.096
20	2 5/8	6.163
20	2 3/4	6.166
23	-	7.010
24	-	7.315
24	5 3/8	7.452
24	7 5/8	7.509
27	-	8.230
27	11 1/4	8.515
29	3 5/8	8.931
30	-	9.144
30	5 3/4	9.290
31	3 1/2	9.538
31	5	9.576
31	11 1/2	9.741
32	7 1/2	9.944
34	1 1/4	10.395
34	6 3/4	10.535
34	10 3/8	10.627
35	-	10.668
35	0 3/4	10.687
35	1 3/4	10.712
35	10 1/4	10.928
36	2 3/4	11.043
36	2 7/8	11.046
36	5 1/4	11.106
37	2 1/4	11.335
38	6 1/4	11.741
39	8 3/4	12.109
40	-	12.192
40	9 3/4	12.440
46	7 3/8	14.208
46	8	14.224
48	8	14.834
48	9	14.859
49	8 1/8	15.142
49	9 1/8	15.167
49	9 3/8	15.173
49	10	15.189
49	10 5/8	15.205
49	10 7/8	15.211
49	11	15.215
49	11 7/8	15.237
50	-	15.240
50	0 1/4	15.246
50	1 1/2	15.278

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

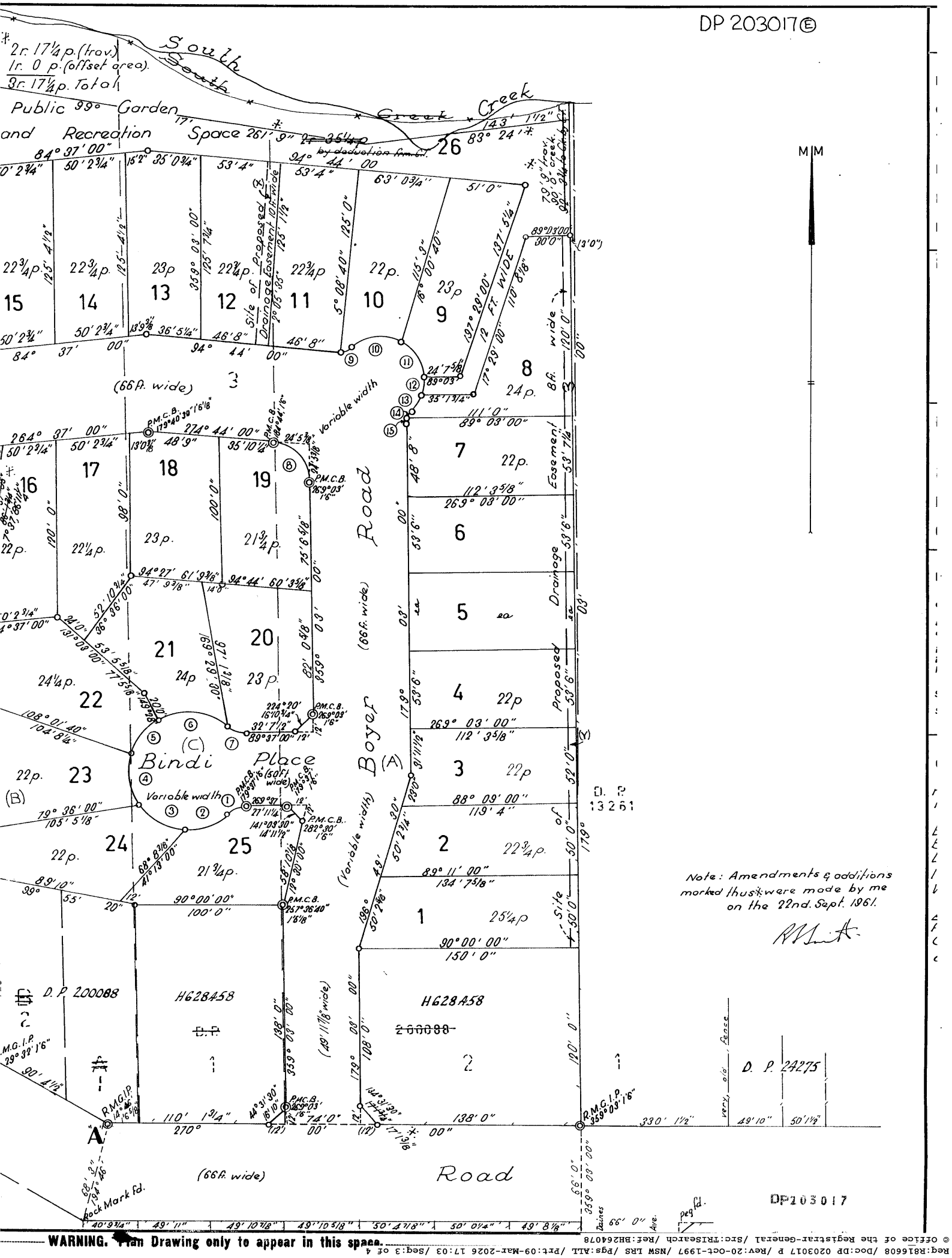
DP 203017 CONTINUED

FEET	INCHES	METRES
50	2 3/8	15.300
50	2 3/4	15.310
50	4 7/8	15.364
51	-	15.545
52	-	15.850
52	10 3/4	16.123
53	4	16.256
53	5 5/8	16.297
53	6	16.307
53	7 1/4	16.339
54	0 1/8	16.462
58	4	17.780
58	6 1/4	17.837
58	10 7/8	17.955
60	3 5/8	18.380
61	9 3/8	18.831
63	0 3/4	19.221
66	-	20.117
66	2 3/8	20.177
68	3	20.803
68	8 3/8	20.939
74	-	22.555
75	6 5/8	23.028
77	5 5/8	23.612
77	5 3/4	23.616
77	9 1/4	23.705
79	9	24.308
82	0 5/8	25.009
85	-	25.908
86	-	26.213
86	1 1/4	26.245
89	10	27.381
89	11	27.407
90	-	27.432
90	4 1/2	27.546
97	1 3/8	29.601
98	-	29.870
100	-	30.480
104	8 1/4	31.909
105	5 1/8	32.134
108	-	32.918
110	1 3/4	33.572
110	8 1/8	33.734
111	-	33.833
112	3 5/8	34.230
115	3	35.128
119	4	36.373
120	-	36.576
123	-	37.490
125	-	38.100
125	1 1/2	38.138
125	4 1/2	38.214
125	7 3/4	38.297
134	7 5/8	41.037
137	5 1/4	41.891
138	-	42.062
143	1 1/2	43.625
150	-	45.720
255	3 3/8	77.810
261	9	79.781
330	1 1/2	100.622
494	4 5/8	150.689
533	6	162.611

AC	RD	P	SQ M
-	-	21 3/4	550.1
-	-	22	556.4
-	-	22 1/4	562.8
-	-	22 3/4	575.4
-	-	23	581.7
-	-	24	607
-	-	24 1/4	613.4
-	-	25 1/4	638.6
-	1	-	1012
-	2	17 1/4	2460
-	3	17 1/4	3471

Req:R816608 /Doc:DP 0203017 P /Rev:20-Oct-1997 /NSW LRS /Pgs:ALL /Prt:09-Mar-2026 17:03 /Seq:2 of 4
© Office of the Registrar-General /Src:TRISearch /Ref:BH264078

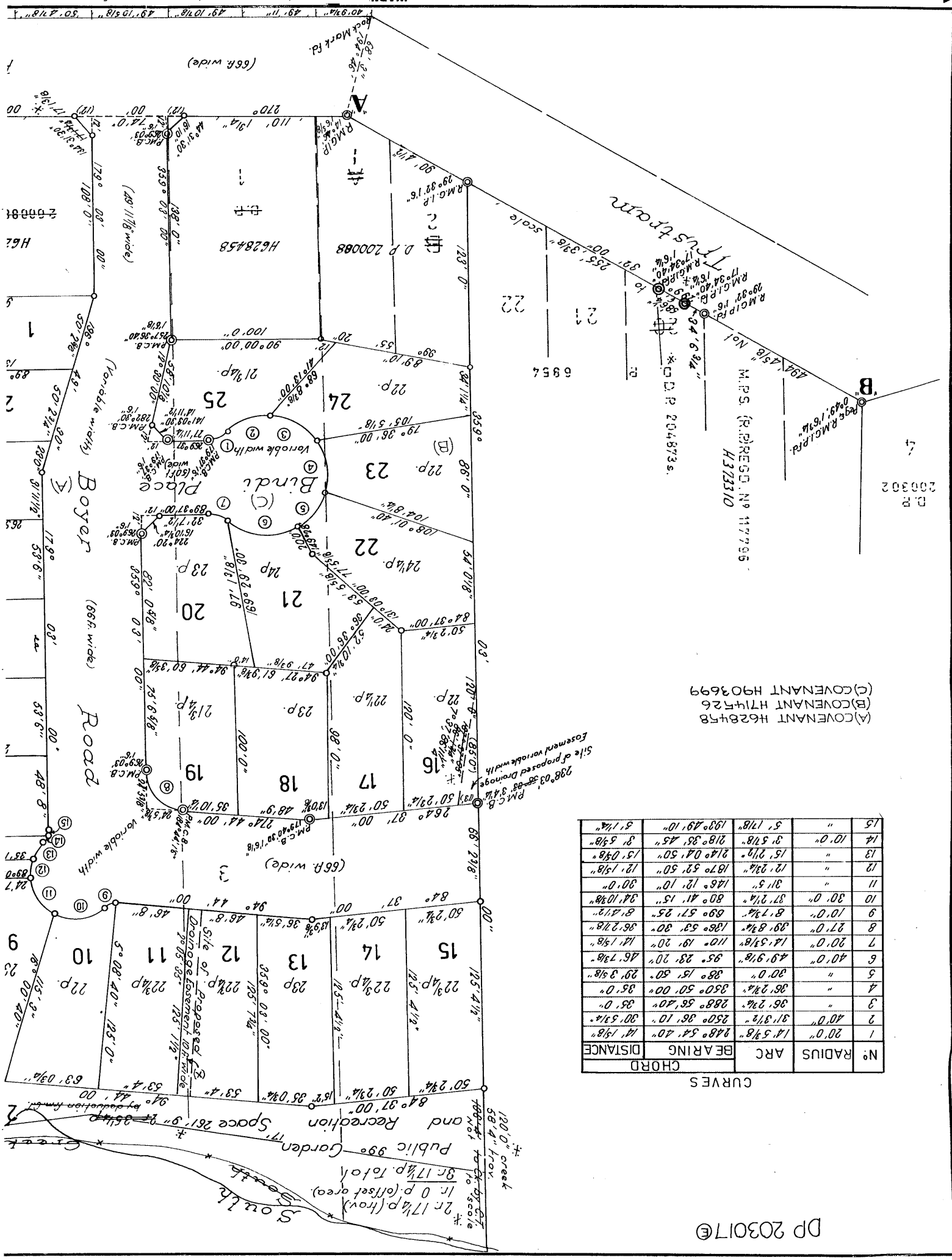
IC GARDEN AND RECREATION SPACES ARE PROVIDED.



WARNING. Plan Drawing only to appear in this space.

Req:R816608 /Doc:DP 0203017 P /Rev:20-Oct-1997 /NSW LRS /Pgs:ALL /Prt:09-Mar-2026 17:03 /Seq:3 of 4
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(A)COVENANT H628458
(B)COVENANT H71426
(C)COVENANT H903699

CURVES

No	RADIUS	ARC	CHORD BEARING	CHORD DISTANCE
1	20'0"	14'5 3/8"	248° 34' 40"	14' 1/8"
2	40'0"	31' 3 1/2"	250° 36' 10"	30' 3 1/4"
3	"	36' 2 3/4"	288° 36' 40"	35' 0"
4	"	36' 2 3/4"	350° 50' 00"	35' 0"
5	"	30' 0"	38° 15' 50"	29' 3 1/8"
6	40'0"	49' 9 1/8"	95° 23' 20"	46' 7 1/8"
7	20'0"	14' 3 1/8"	110° 19' 20"	14' 1/8"
8	27'0"	39' 8 3/4"	136° 53' 30"	36' 2 1/8"
9	10'0"	8' 7 3/4"	69° 57' 25"	8' 4 1/2"
10	30'0"	37' 2 1/4"	80° 41' 15"	34' 10 3/8"
11	"	31' 5"	146° 12' 10"	30'0"
12	"	12' 2 3/4"	187° 52' 50"	12' 1/8"
13	"	15' 2 1/2"	214° 04' 50"	15' 0 3/8"
14	10'0"	3' 3 1/8"	218° 36' 45"	3' 3/8"
15	"	5' 1 7/8"	193° 49' 10"	3' 1/4"

DP 203017E

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

Req:R816606 /Doc:DL H628458 /Rev:21-Mar-1997 /NSW LRS /Pgs:ALL /Prt:09-Mar-2026 17:03 /Seq:1 of 5
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FORM FOR SIMPLE TRANSFER. WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED, OR EASEMENTS CREATED, OR WHERE THIS FORM IS OTHERWISE UNSUITABLE, FORM R.P. 13A SHOULD BE USED.

FEES:— £ s. d.
Lodgment 2 : :
Endorsement : :
Certificate 2 : 10 : —
: :
1 : 10 : —
: 10 : —
£6 : 10 : —

R.P. 13. No. H 628458

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

SEVEN SHILLINGS SIX PENCE STAMP DUTY

13/10/60

(Trusts must not be disclosed in the transfer.)

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

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

b State in full the name of the person who furnished the consideration monies.

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

d 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. Where these records are inadequate for the purpose, a suitable plan may be endorsed hereon, or furnished as an annexure signed by the parties and their signatures witnessed.

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.

e A very short note will suffice.

f 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 questioned the witness should sign the certificate on the back of this form.

As to instruments executed elsewhere, see Section 107 of the Real Property Act 1900-1956, Section 168 of the Conveyancing Act, 1919-1954 and Section 52A of the Evidence Act 1898-1954.

g Repeat attestation if necessary.

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."

I, ALBERT JOHN HUTCHINS formerly of Willoughby but now of 34 Tristram Road, Beacon Hill, Carpenter (herein called transferor) 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 ELEVEN THOUSAND THREE HUNDRED AND FIFTY POUNDS (£11,350.) (the receipt whereof is hereby acknowledged) paid to me by

[b] LEICESTER DEVELOPMENTS PTY LIMITED

do hereby transfer to

[c] LEICESTER DEVELOPMENTS PTY LIMITED of 147a King Street Sydney

(herein called transferee)[c]

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

County.	Parish.	Reference to Title			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Fol.	
CUMBERLAND	MANLY COVE	PART	2853	86	the part of BEING/Lot 3 on plan annexed hereto and marked "A" comprised in and C.T. vol 2853 fol 86

And the Transferee covenants with the Transferor as per annexure "A" hereto.

ENCUMBRANCES, &c., REFERRED TO.[e]

Signed at Sydney the 4th day of October 19 60

[f] Signed in my presence by the transferor WHO IS PERSONALLY KNOWN TO ME

A J Hutchins
Transferor.*

[g] Signed

THE COMMON SEAL of LEICESTER DEVELOPMENTS PTY LIMITED has been hereunto affixed pursuant to a Resolution of the Board of Directors in the presence of :

Secretary

Director

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

Transferee(s).

THIS SPACE TO BE LEFT FREE FROM NOTATION. NOT TO BE ALTERED BY ERASURE—SEE

* 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.

91427—W K 1161 V. C. N. Blight, Government Printer

Req:R816606 /Doc:DL H628458 /Rev:21-Mar-1997 /NSW LRS /Pgs:ALL /Prt:09-Mar-2026 17:03 /Seq:2 of 5
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H 628458

No.

LODGED BY

PARTIAL DISCHARGE OF MORTGAGE.[h]

(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.

h 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.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the day of 19 .

Signed in the presence of—

i 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[j]

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.

j 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.

INDEXED

MEMORANDUM OF TRANSFER
Subject to cond

Checked by

Particulars entered in Register Book,
Volume 2853 Folio 86

Passed (in S.D.B.) by

the 19th day of October 1961 at

Signed by

36 minutes past 10 o'clock in the forenoon.

Registrar-General.

DOCUMENTS LODGED HEREWITH.
To be filled in by person lodging dealing.

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

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records	RF	18.9.61
Draft written	JWW	19.
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk		

VOL. FOL.

FEES.

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

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

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

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

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

K 1165 81437—W

H832573 Retain I/C for 5/3/1987

Dlg H628459 to follow

Req:R816606 /Doc:DL H628458 /Rev:21-Mar-1997 /NSW LRS /Pgs:ALL /Prt:09-Mar-2026 17:03 /Seq:3 of 5
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Form 1

B 420858 OFFICE USE ONLY

PLAN OF ... with Dealing

Subdivision of Lots 24 25 & 26 D.P. 6854.

Mun. Shire City of WARRINGAH

~~Town~~ or ~~Locality~~ BEACON HILL

Parish of MANLY COVE

County of CUMBERLAND Scale 100 FEET TO 1 INCH

Registered:

C/A.:

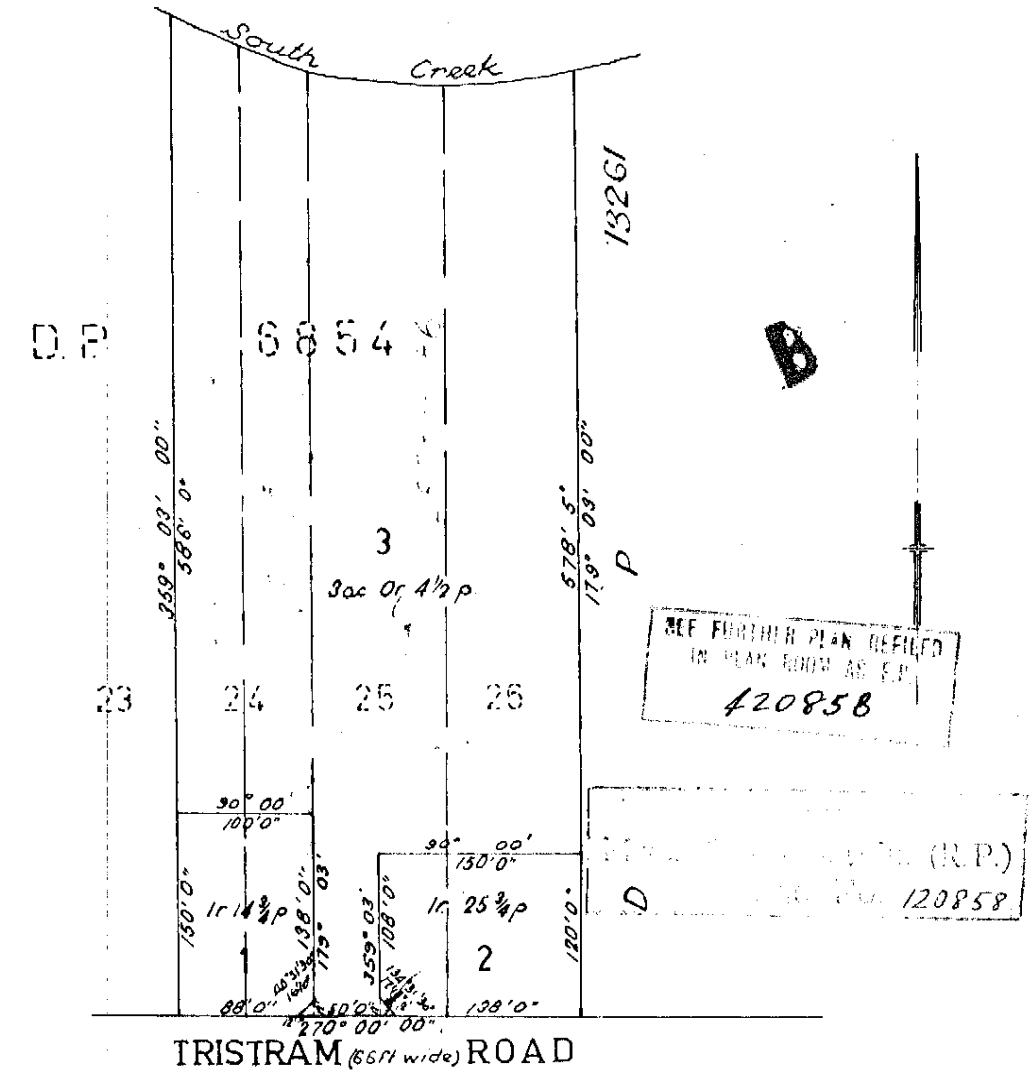
Title System:

Purpose

Ref. Map:

Last Plan:

WARNING. Plan Drawing only to appear in this space.



WARNING. Plan Drawing only to appear in this space.

Signatures, Seals and Statements of Dedications and Easements.

5064
29 AUG 60

I Russell Sydney Smith

of 203A Hordys Chambers off 5 Hunter St, Sydney

a surveyor registered under the Surveyors Act, 1929, ~~as amended~~, hereby certify that the survey represented in this plan is accurate and has been made ~~*I/ by me /2/ under my immediate supervision~~ in accordance with the Survey Practice Regulations, 1933 and was completed on 12th August 1960

Signature.

Surveyor registered under Surveyors Act, 1929 as amended.

Datum line of Azimuth.

Approved by the Council and Certified in accordance with the Provisions of Section 327 of the Local Government Act, 1919.

Date

Subdivision No.

Council Clerk

~~*~~ Strike out either 1 or /2/ * Insert date of survey.

Req:R816606 /Doc:DL H628458 /Rev:21-Mar-1997 /NSW LRS /Pgs:ALL /Prt:09-Mar-2026 17:03 /Seq:4 of 5
© Office of the Registrar-General /Src:TRISearch /Ref:BH264078

"A"

This is the annexure "A" referred to in Memorandum of Transfer dated the 4th day of October 1960.

AND the Transferee covenants with the Transferor for itself and its assigns for the benefit of any adjoining lands owned by the Transferor but only during the ownership thereof by the Transferor his executors administrators and assigns other than purchasers on sale that no fence shall be erected on the land hereby sold to divide it from such adjoining land without the consent of the Transferor his executors administrators or assigns but such consent shall not be withheld if such fence is erected without expense to the Transferor or his executors administrators or assigns and in favour of any person dealing with the Transferee or its assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected AND this restriction may be released varied or modified by the registered proprietor or proprietors for the time being of such adjoining land.

DATED 4th day of October 1960.

Signed in my presence by the Transferor)
who is personally known to me)

A. J. Hutchin
Transferor

THE COMMON SEAL of LEICESTER DEVELOPMENTS PTY. LIMITED has been hereunto)
affixed pursuant to a Resolution of)
the Board of Directors in the presence)
of:)

LEICESTER DEVELOPMENT PTY. LIMITED

R. Payne
Secretary

Director

Req:R816606 /Doc:DL H628458 /Rev:21-Mar-1997 /NSW LRS /Pgs:ALL /Prt:09-Mar-2026 17:03 /Seq:5 of 5
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H 628458

John H Gresham & Hann
North Sydney
XB 586.

Req:R816607 /Doc:DL H934020 /Rev:21-Mar-1997 /NSW LRS /Pgs:ALL /Prt:09-Mar-2026 17:03 /Seq:1 of 4
© Office of the Registrar-General /Src:TRISearch /Ref:BH264078

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

AM 11:09

Fees:— £ s. d.
Lodgment : :
Endorsement : :
Certificate : :
: :
: :
: :
4.10.-

23.11.61

R.P. 13A. No. H 934020

NEW SOUTH WALES
21 NOV 61 10:42

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

NEW SOUTH WALES STAMP DUTY £20 — PAID

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, LEICESTER DEVELOPMENTS PTY. LIMITED

(herein called transferor)

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

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of One thousand five hundred and seventy five pounds ---------- (£ 1,575.0.0.) (the receipt whereof is hereby acknowledged) paid to it by

KENNETH ALBERT LILLEY ---------- 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.

KENNETH ALBERT LILLEY of 78 Bennett Street, Harbord, Works Manager ----------

(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 ... sec. ... D.P. ..." or "being the land shown in the plan annexed hereto" or "being the residue of the land in certificate (or grant) registered Vol. ... Fol. ...".

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

ALL such its 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	PART	2853	86	Being Lot 6 in Deposited Plan No. 203017

Now being all of land comprised in Cert'e of Title, Vol. 9074 Fol. 6.

52026 10.58 W K 1165—1 Sr 3070 V. C. N. Blight, Government Printer

54966.

16357RP1
16357RP1

Req:R816607 /Doc:DL H934020 /Rev:21-Mar-1997 /NSW LRS /Pgs:ALL /Prt:09-Mar-2026 17:03 /Seq:2 of 4
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16357RP1

~~And the transferee covenant(s) with the transferor~~[d]

The Transferee for himself his executors administrators and assigns hereby covenants with the Transferor its successors and assigns for the benefit of the adjoining land owned by the Transferor namely Lots 5 and 7 on Deposited Plan No. 203017 but only during the ownership thereof by the Transferor its successors or assigns other than purchasers on sale that no fence shall be erected on the land hereby transferred to divide it from such adjoining lands without the consent of the Transferor its successors and assigns but such consent shall not be withheld if such fence be erected without expense to the Transferor its successors or assigns and in favour of any person dealing with the Transferee or his assigns such consent shall be deemed to have been given in respect of every fence for the time being erected.

(a) The land which is subject to the burden of this covenant is the land hereby transferred

(b) The persons having the right to release vary or modify this covenant shall be the registered proprietors for the time being of the land to which the benefit of this covenant is appurtenant

[d] 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.

[e] A very short note will suffice.

K 1165—2 & 3070—2

ENCUMBRANCES, &c., REFERRED TO.

SUBJECT to easement for drainage as created by registration of Deposited Plan Number 203017.

[f] Covenant in H628459

16357RP1

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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."

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

Execution may be proved where the parties are resident:—

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

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

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

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

Signed at Sydney the fifth day of August 19 61.

THE COMMON SEAL of LEICESTER ~~Signed in my presence by the transferor~~ DEVELOPMENTS PTY LIMITED has ~~WHO IS PERSONALLY KNOWN TO ME~~ been hereunto affixed pursuant to a Resolution of the Board of Directors in the presence of :

LEICESTER DEVELOPMENTS LIMITED Common Seal

Transferor* Directors

Secretary.

† 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 KENNETH ALBERT LILLEY WHO IS PERSONALLY KNOWN TO ME

Transferee(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the day of 19 .

Signed in the presence of—

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

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

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

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

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

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

K 1165—2 St 3070—3

163578P-1
163578P-1

Req:R816607 /Doc:DL H934020 /Rev:21-Mar-1997 /NSW LRS /Pgs:ALL /Prt:09-Mar-2026 17:03 /Seq:4 of 4
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No. H 934020

LODGED BY [illegible]

FEES.

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

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

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

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

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

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

PARTIAL DISCHARGE OF MORTGAGE.

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

I, ALBERT JOHN HUTCHINS *mortgagee under Mortgage No.* H628459 *release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.*

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

Dated at Manly *this* fourteenth *day of* November 19 61

Signed in my presence by
ALBERT JOHN HUTCHINS
A. J. Hutchins
Mortgagee.

who is personally known to me [illegible]

INDEXED

MEMORANDUM OF TRANSFER

Checked by DJK

Particulars entered in Register Book, Volume 9074 Folio 6

Passed (in S.D.B.) by

the 16th day of March 1962 at 20 minutes past 9 o'clock in the forenoon

Signed by

Registrar-General

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

PROGRESS RECORD.

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

VOL. FOL.

K 1145—2 Sc 3073—9

16357RP1

Northern Beaches Council Planning Certificate – Part 2&5

Applicant: Beaches Conveyancing
PO Box 4
NARRABEEN NSW 2101

Reference: 46 BOYER ROAD BEACON HILL NSW 2100
Date: 09/03/2026
Certificate No. ePLC2026/01848

Address of Property: 46 Boyer Road BEACON HILL NSW 2100
Description of Property: Lot 6 DP 203017

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

(b) Draft State Environmental Planning Policies

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

(c) Draft Development Control Plans

2. Zoning and land use under relevant planning instruments

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

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

(a), (b)

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

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone R2 Low Density Residential

1 Objectives of zone

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

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

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

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

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

4 Prohibited

Any development not specified in item 2 or 3

(c) Additional permitted uses

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

Nil

(d) Minimum land dimensions

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

(e) Outstanding biodiversity value

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

(f) Conservation areas

The land is not in a heritage conservation area.

(g) Item of environmental heritage

The land does not contain an item of environmental heritage.

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

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

3. Contribution plans

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

Northern Beaches Section 7.12 Contributions Plan 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.

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:

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

11. Bush fire prone land

All of the land is 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.

Planning Certificate – Part 5

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

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

Company title subdivision

Clause 2.6 of the *Pittwater Local Environmental Plan 2014*, *Warringah Local Environmental Plan 2011* or *Manly Local Environmental Plan 2013* provides that land may not be subdivided except with the consent of the Council. This includes subdivision by way of company title schemes. Persons considering purchasing property in the Northern Beaches local government area the subject of a company title scheme are advised to check that the land has been subdivided with the consent of the Council.

District planning

Under the Greater Sydney Regional Plan – A Metropolis of Three Cities 2018, the Greater Sydney Commission sets a planning framework for a metropolis of three cities across Greater Sydney which reach across five Districts. Northern Beaches is located within the 'Eastern Harbour City' area and is in the North District which forms a large part of the Eastern Harbour City. The North District Plan sets out planning priorities and actions for the growth of the North District, including Northern Beaches. Northern Beaches Council's Local Strategic Planning Statement gives effect to the District Plan based on local characteristics and opportunities and Council's own priorities in the community. The Local Strategic Planning Statement came into effect on 26 March 2020.

Council resolution to amend environmental planning instrument

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

Planning Proposal – new consolidated LEP
Applies to land: All land within the Northern Beaches LGA.
Outline: The new 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 controls to better respond to the community's aspirations and strategic priorities for the Northern Beaches.

Council resolution: 17 June 2024

Draft Voluntary Planning Agreement

Nil

Additional information applying to the land

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

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

General information

Flood
Information available to Council indicates some properties within the catchments of Middle Harbour may be flood affected. This includes parts of the suburbs of Belrose, Davidson, Frenchs Forest, Forestville and Killarney Heights. It is important to note this information may be used by Council for development assessment purposes. Please contact Floodplain Planning team at Northern Beaches Council for further information.

Threatened Species
Many Threatened Ecological Communities (TECs) identified under Schedule 2 of the *NSW Biodiversity Conservation Act 2016* and the *Commonwealth Environment Protection and Biodiversity Conservation Act 1999* are found within the Northern Beaches LGA.
TEC mapping for this property can be viewed via the NSW Government's SEED Portal by searching for 'Threatened Ecological Communities Greater Sydney' in the database catalogue and selecting 'Show on SEED Map'.
Records of threatened flora and fauna are available from the NSW Government's Atlas of NSW Wildlife database: <http://www.bionet.nsw.gov.au>.
Council's Biodiversity & Planning team can also be contacted to determine whether any site-specific information is available for this property.

Bush fire
Certain development may require further consideration under section Section 4.14 or section Section 4.46 of the *Environmental Planning and Assessment Act 1979*, and section 100B of the *Rural Fires Act, 1997* with respect to bush fire matters. Contact NSW Rural Fire Service for further information.

Aboriginal heritage
Many Aboriginal objects are found within the Local Government Area. It is prudent for the purchaser of land to make an enquiry with NSW Environment and Heritage as to whether any known Aboriginal objects are located on the subject land or whether the land has been declared as an Aboriginal place under the *National Parks and Wildlife Act 1974* (NSW). The carrying out of works may be prevented on land which is likely to significantly affect an Aboriginal object or Aboriginal place.

For information relating to Aboriginal sites and objects across NSW, contact: Aboriginal Heritage Information Management System (AHIMS) on (02) 9873 8500 or email ahims@environment.nsw.gov.au <mailto:ahims@environment.nsw.gov.au>.
Alternatively, visit <https://www2.environment.nsw.gov.au/topics/heritage/search-heritage-databases/aboriginal-heritage-information-management-system>

Coastal erosion
Information available to Council indicates coastal erosion may affect a greater number of properties and may present an increased risk to properties than that shown on published hazard maps of the Warringah coastline. For further information, please contact Council's Coast and Catchment team on 1300 434 434.

Coastal hazards
Information available to Council indicates properties within the suburb of Cottage Point may be affected by coastal hazards. For further information, please contact Council's Coast and Catchment team on 1300 434 434.

Climate Change
Recent evidence indicates that climate change as a result of global warming is occurring much more rapidly than previously expected. Climate change will vary in its effects across Australia. As well as affecting homes, climate change may affect infrastructure, commercial and industrial buildings and other physical assets. Climate change may affect coastal areas, in particular, through sea-level rise, increased temperatures, and changed storm events. The effects of climate change may impact on the future use and development potential of the land that is the subject of this certificate.

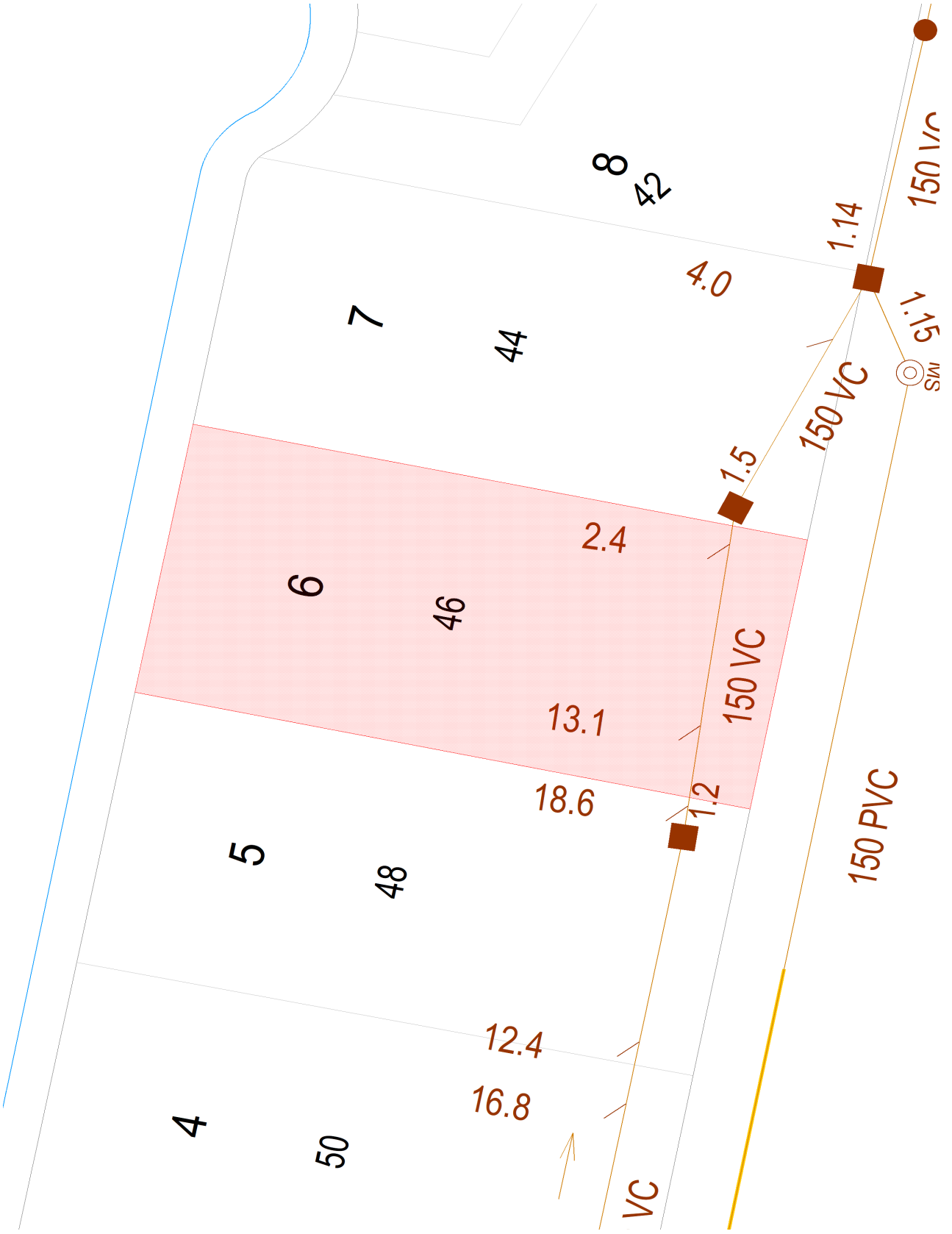


Scott Phillips
Chief Executive Officer
09/03/2026

Sydney WATER

Service Location Print

Application Number: 8005081754



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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
Ventshalft EDUCT — VSE
Ventshaft INDUCT — VSI
Property Connection Point (with chainage to downstream MH) — 10.8
Concrete Encased Section — Concrete Encased
Terminal Maintenance Shaft — TMS
Maintenance Shaft — MS
Rodding Point — RP
Lamphole
Vertical — VERT
Pumping Station — SP0882
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

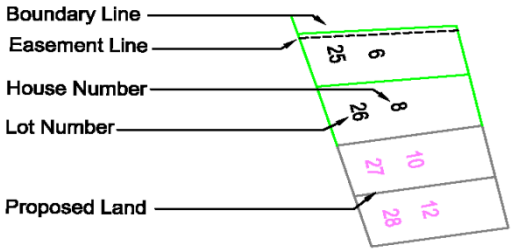
Vacuum Sewer

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)

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**.

Sewer Service Diagram

Application Number: 8005081756

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

SEWERAGE SERVICE DIAGRAM No. 509421

Municipality of Warringah

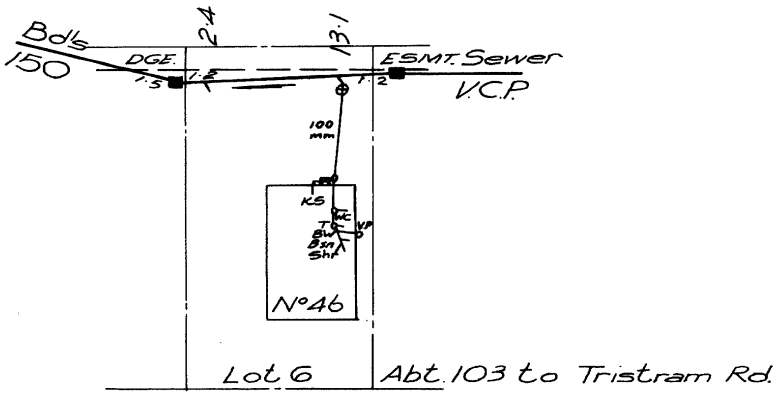
SYMBOLS AND ABBREVIATIONS

	Boundary Trap	RV	Reflux Valve	IP	Induct Pipe	Bsn	Basin
	Inspection Shaft		Cleaning Eye	MF	Mica Flap	Shr	Shower
	Pit	O VERT	Vertical Pipe	T	Tubs	WIP	Wrought Iron Pipe
GI	Grease Intercepter	O VP	Vent Pipe	KS	Kitchen Sink	CIP	Cast Iron Pipe
	Gully	O SVP	Soil Vent Pipe	WC	Water Closet	FW	Floor Waste
PT	P Trap	DCC	Down Cast Cowl	BW	Bath Waste	WM	Washing Machine

SEWER AVAILABLE

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





BOYER RD.

RATE No. ..... W.C.s. .....

SHEET No. 12591 ..... U.C.s. ..... **Scale 1 : 500**

..... / ..... / .....
For House Services Engineer

	DRAINAGE		BRANCH OFFICE	PLUMBING	
W.C.	Supervised by	Date		Supervised by	Date
Bth.					
Shr.	..... / ..... /		Date ..... / ..... /		
Bsn.	Inspector			..... Inspector	..... / ..... / .....
K.S.	Examined by		Outfall ..... NS ..... HL LL	536-046	
T.			Drainer	1425 125	
Pig	..... / ..... /				
Dge. Int.	Chief Inspector		Plumber		
Dge. Ext.	Tracing Checked ..... / ..... /		Boundary Trap ■/is not required		

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

ABN: 54 146 830 328

PO Box 826,
Concord NSW 2137
(p): 1300 727 508
(f):
support@nhcg.com.au

FINAL OCCUPATION CERTIFICATE 160820/01 (RESIDENTIAL)

Issued under Part 4A of the Environmental Planning and Assessment Act 1879 Sections 109C(1)(C) and 109H (Occupation/Use of a New Building)

APPLICANT DETAILS

Applicant:	John Rowe - 2011469
Address:	46 Boyer Road, Beacon Hill NSW 2100
Phone:	0414 187 728
Fax:	

OWNER DETAILS

Name of the person having benefit of the development consent:	John Rowe - 2011469
Address:	46 Boyer Road, Beacon Hill NSW 2100
Phone:	0414 187 728

RELEVANT CONSENTS

Consent Authority / Local Government Area:	Warringah Council
Complying Development Certificate Number:	160820/01
Decision Made Under:	SEPP(EXEMPT & COMPLYING DEVELOPMENT CODES) 2008

PROPOSAL

Address of Development:	46 Boyer Road, Beacon Hill NSW 2100
Building Classification:	1a
Scope of Building Works Covered by this Notice:	New Two Storey Dwelling
Attachments:	Schedule 1
Fire Safety Schedule:	N/A
Exclusions:	

PRINCIPAL CERTIFYING AUTHORITY

Certifying Authority:	Luke Young
Accreditation Body:	Building Professionals Board BPB 1765

DETERMINATION

Approval Date:	11/05/2018

I, Luke Young, as the certifying authority, certify that:

- *I have been appointed as the Principal Certifying Authority under s109E;*
- *A current Development Consent or Complying Development Certificate is in force with respect to the building;*
- *A Complying Development Certificate has been issued with respect to the plans and specifications for the building;*
- *The building is suitable for occupation or use in accordance with its Classification under the Building Code of Australia;*



Luke Young

N.B. Right of Appeal: Under s109K, where the Certifying Authority is Council, an applicant may appeal to the Land & Environment Court against the refusal to issue an Occupation Certificate within 12 months from the date of the decision.

ABN: 54 146 830 328

PO Box 826,
Concord NSW 2137
(p): 1300 727 508
(f):
support@nhcg.com.au

SCHEDULE 1: DOCUMENTATION REQUIRED TO ISSUE OCCUPATION CERTIFICATE 160820/01

Document Name	Prepared by	Date
Final Inspection report	NHCG	10/05/2018

Certibuild
Building Certification
ABN: 81342630437

Suite 1.2 / 6 Reliance Drive
Tuggerah NSW 2259
(p): 02 4353 3459
(e): info@certibuild.com.au

FINAL OCCUPATION CERTIFICATE 190039 (RESIDENTIAL)

Issued under Part 6 and 8 Division 3 of the Environmental Planning and Assessment Act 1979 Sections 6.3 and 6.5 (Occupation/Use of a New Building)

APPLICANT DETAILS

Applicant:	John Rowe
Address:	P O Box 6122, Narraweena NSW 2099
Phone:	0414 187 828

OWNER DETAILS

Name of the person having benefit of the development consent:	John Rowe
Address:	P O Box 6122, Narraweena NSW 2099
Phone:	0414 187 828

RELEVANT CONSENTS

Consent Authority / Local Government Area:	Northern Beaches Council
Complying Development Certificate Number:	190039
Decision Made Under:	SEPP Exempt and Complying Development 2008

PROPOSAL

Address of Development:	46 Boyer Road, Beacon Hills NSW 2100
Lot:	Lot 6
DP:	DP 203017
Building Classification:	10a
Scope of Building Works Covered by this Notice:	New Pergola
Type of Construction:	N/A
Attachments:	Schedule 1
Fire Safety Schedule:	N/A
Exclusions:	

PRINCIPAL CERTIFYING AUTHORITY

Certifying Authority:	Edward Gudaitis
Accreditation Body:	Building Professionals Board BPB 1844

DETERMINATION

Approval Date:	26/06/2019

I, Edward Gudaitis, as the certifying authority, certify that:

- *I have been appointed as the Principal Certifying Authority under s6.5;*
- *A current Development Consent or Complying Development Certificate is in force with respect to the building;*
- *A Complying Development Certificate has been issued with respect to the plans and specifications for the building;*
- *The building is suitable for occupation or use in accordance with its Classification under the Building Code of Australia;*
- *Where required, a final Fire Safety Certificate has been issued for the building;*
- *Where required, a report from the Commissioner of Fire Brigades has been considered.*

Ed Gudaitis

Edward Gudaitis

N.B. Right of Appeal: Under s109K, where the Certifying Authority is Council, an applicant may appeal to the Land & Environment Court against the refusal to issue an Occupation Certificate within 12 months from the date of the decision.

Certibuild
Building Certification
ABN: 81342630437

Suite 1.2 / 6 Reliance Drive
Tuggerah NSW 2259
(p): 02 4353 3459
(e): info@certibuild.com.au

SCHEDULE 1: DOCUMENTATION REQUIRED TO ISSUE OCCUPATION CERTIFICATE 190039

Prepared by	Document Name	Reference	Date
Edward Gudaitis - BPB 1844	129B Pre-Approval Inspection		06/03/2019
Edward Gudaitis - BPB 1844	Footings & Slabs - Piers		21/06/2019
Edward Gudaitis - BPB 1844	Final Inspection		26/06/2019

Certibuild
Building Certification
ABN: 81342630437

Suite 1.2 / 6 Reliance Drive
Tuggerah NSW 2259
(p): 02 4353 3459
(f):
info@certibuild.com.au

INSPECTION REPORT – 190039 – 129B Pre-Approval Inspection
46 Boyer Road, Beacon Hills NSW 2100

APPLICANT DETAILS

Applicant:	John Rowe
Address:	P O Box 6122, Narraweena NSW 2099
Phone:	0414 187 828

COMPLYING DEVELOPMENT CONSENTS

Local Government Area:	Northern Beaches Council
CDC Number	190039

PROPOSAL

Address of Development:	46 Boyer Road, Beacon Hills NSW 2100
Lot / DP:	Lot 6 DP 203017
Land Use Zoning:	R2
Scope of Building Works Covered by this Notice:	New Pergola

INSPECTION DETAILS

Inspector:	Edward Gudaitis
Inspection date:	06/03/2019
Accreditation No.:	1844

INSPECTION RESULTS

We have attended the above property and completed an inspection. The areas inspected and the overall outcome of the inspection are listed below, together with any specific defects noted or documents required.

Inspection Area	Inspection Outcome	Reinspections
1. 129B Pre-Approval Inspection	Satisfactory	No re-inspections required for this inspection.

Additional Inspection Notes: Waiting Sydney Water Approval - Neighbour notification period

SIGNED BY:

Ed Gudaitis

Edward Gudaitis – Inspector

Certibuild
Building Certification
ABN: 81342630437

Suite 1.2 / 6 Reliance Drive
Tuggerah NSW 2259
(p): 02 4353 3459
(f):
info@certibuild.com.au

INSPECTION REPORT – 190039 – Footings | Piers
46 Boyer Road, Beacon Hills NSW 2100

APPLICANT DETAILS

Applicant:	John Rowe
Address:	P O Box 6122, Narraweena NSW 2099
Phone:	0414 187 828

COMPLYING DEVELOPMENT CONSENTS

Local Government Area:	Northern Beaches Council
CDC Number	190039

PROPOSAL

Address of Development:	46 Boyer Road, Beacon Hills NSW 2100
Lot / DP:	Lot 6 DP 203017
Land Use Zoning:	R2
Scope of Building Works Covered by this Notice:	New Pergola

INSPECTION DETAILS

Inspector:	Edward Gudaitis
Inspection date:	21/06/2019
Accreditation No.:	BPB 1844

INSPECTION RESULTS

We have attended the above property and completed an inspection. The areas inspected and the overall outcome of the inspection are listed below, together with any specific defects noted or documents required.

Inspection Area	Inspection Outcome	Reinspections
1. Footings and Slabs	Satisfactory (no issues)	No re-inspections required for this inspection.

REQUIRED DOCUMENTS

1. Engineer to provide inspection reports prior to pouring – Required

SIGNED BY:

Ed Gudaitis

Edward Gudaitis – Inspector

Certibuild
Building Certification
ABN: 81342630437

Suite 1.2 / 6 Reliance Drive
Tuggerah NSW 2259
(p): 02 4353 3459
(f):
info@certibuild.com.au

INSPECTION REPORT – 190039 – Final Inspection domestic
46 Boyer Road, Beacon Hills NSW 2100

APPLICANT DETAILS

Applicant:	John Rowe
Address:	P O Box 6122, Narraweena NSW 2099
Phone:	0414 187 828

COMPLYING DEVELOPMENT CONSENTS

Local Government Area:	Northern Beaches Council
CDC Number	190039

PROPOSAL

Address of Development:	46 Boyer Road, Beacon Hills NSW 2100
Lot / DP:	Lot 6 DP 203017
Land Use Zoning:	R2
Scope of Building Works Covered by this Notice:	New Pergola

INSPECTION DETAILS

Inspector:	Edward Gudaitis
Inspection date:	26/06/2019
Accreditation No.:	BPB 1844

INSPECTION RESULTS

We have attended the above property and completed an inspection. The areas inspected and the overall outcome of the inspection are listed below, together with any specific defects noted or documents required.

Inspection Area	Inspection Outcome	Reinspections
1. Final Inspection domestic	Satisfactory	No re-inspections required for this inspection.

SIGNED BY:

Edward Gudaitis – Inspector

Suite 1.2 / 6 Reliance Drive
Tuggerah NSW 2259
(p): 02 4353 3459
(e): info@certibuild.com.au

Certibuild
Building Certification

ABN: 81342630437

FINAL OCCUPATION CERTIFICATE 170195 (RESIDENTIAL)

Issued under Part 4A of the Environmental Planning and Assessment Act 1979 Sections 109C(1)(C) and 109H (Occupation/Use of a New Building)

APPLICANT DETAILS

Applicant:	John Rowe
Address:	P O Box 6122, Narraweena NSW 2099
Phone:	0414 187 728
Fax:	

OWNER DETAILS

Name of the person having benefit of the development consent:	John Rowe
Address:	P O Box 6122, Narraweena NSW 2099
Phone:	0414 187 728

RELEVANT CONSENTS

Consent Authority / Local Government Area:	Northern Beaches Council
Complying Development Certificate Number:	170195
Decision Made Under:	SEPP Exempt and Complying Development 2008

PROPOSAL

Address of Development:	46 Boyer Road, Beacon Hill NSW 2100
Building Classification:	10a
Scope of Building Works Covered by this Notice:	New deck & concrete slab
Attachments:	Schedule 1
Fire Safety Schedule:	N/A
Exclusions:	

PRINCIPAL CERTIFYING AUTHORITY

Certifying Authority:	Edward Gudaitis
Accreditation Body:	BPB 1844

DETERMINATION

Approval Date:	07/05/2018

I, Edward Gudaitis, as the certifying authority, certify that:

- *I have been appointed as the Principal Certifying Authority under s109E;*
- *A current Development Consent or Complying Development Certificate is in force with respect to the building;*
- *A Complying Development Certificate has been issued with respect to the plans and specifications for the building;*
- *The building is suitable for occupation or use in accordance with its Classification under the Building Code of Australia;*
- *Where required, a final Fire Safety Certificate has been issued for the building;*
- *Where required, a report from the Commissioner of Fire Brigades has been considered.*



Edward Gudaitis

N.B. Right of Appeal: Under s109K, where the Certifying Authority is Council, an applicant may appeal to the Land & Environment Court against the refusal to issue an Occupation Certificate within 12 months from the date of the decision.

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Tuggerah NSW 2259
(p): 02 4353 3459
(e): info@certibuild.com.au

Certibuild
Building Certification

ABN: 81342630437

SCHEDULE 1: DOCUMENTATION REQUIRED TO ISSUE OCCUPATION CERTIFICATE 170195

Prepared by	Document Name	Reference	Date
Edward Gudaitis BPB 1844	129B Pre Approval		19/10/2017
Edward Gudaitis BPB 1844	Slab inspection		01/12/2017
Edward Gudaitis BPB 1844	Final Inspection		07/05/2018