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Contract for the sale of land – 2005 edition

TERM	MEANING OF TERM	
Vendor's agent	**Skyline Real Estate** **3-7/14 Frenchs Forest Road, Frenchs Forest, NSW 2086**	**Phone: 029 9452 3444** **Fax: 029 9452 4555** **Ref: Stuart Bath**
Vendor	**Phillip John Burge and Julie Anne Burge**	
Vendor's Solicitor	**Sheree Hayden Conveyancing** **20 Duncansby Crescent, St Andrews NSW 2566** **PO Box 432, Ingleburn NSW 1890**	**Phone: 0432 578 512** **Fax: 02 8798 1836** **Ref: SH:51011249**
Completion date	**42nd day after the date of this contract** (clause 15)	
Land (Address, plan details and title reference)	**Lot 2/3 Irma Place, Frenchs Forest 2087** **Registered Plan: Lot 3 Plan DP270670** **Folio Identifier 3/270670**	
Improvements	☐ VACANT POSSESSION ☐ subject to existing tenancies ☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ none ☒ other: Vacant Land	
Attached copies	☒ Documents in the List of Documents as marked or as numbered: ☐ Other documents:	

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

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

Vendor _____ **Witness** _____

GST AMOUNT (optional)
The price includes GST of:

Purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares **Witness** _____

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

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

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

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

General

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☒ 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)
- ☐ 7 section 149(5) information included in that certificate
- ☐ 8 sewerage connections diagram
- ☒ 9 sewer mains 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 section 88G certificate (positive covenant)
- ☐ 12 survey report
- ☐ 13 section 317A certificate (certificate of compliance)
- ☐ 14 building certificate given under *legislation*
- ☐ 15 insurance certificate (Home Building Act 1989)
- ☐ 16 brochure or note (Home Building Act 1989)
- ☐ 17 section 24 certificate (Swimming Pools Act 1982)
- ☐ 18 lease (with every relevant memorandum or variation)
- ☐ 19 other document relevant to tenancies
- ☐ 20 old system document
- ☐ 21 Crown tenure card
- ☐ 22 Crown purchase statement of account
- ☐ ~~23 Statutory declaration regarding *vendor duty*~~

Strata or community title (clause 23 of the contract)

- ☐ 24 property certificate for strata common property
- ☐ 25 plan creating strata common property
- ☐ 26 strata by-laws not set out in *legislation*
- ☐ 27 strata development contract or statement
- ☐ 28 strata management statement
- ☐ 29 leasehold strata - lease of lot and common property
- ☐ 30 property certificate for neighbourhood property
- ☐ 31 plan creating neighbourhood property
- ☐ 32 neighbourhood development contract
- ☐ 33 neighbourhood management statement
- ☐ 34 property certificate for precinct property
- ☐ 35 plan creating precinct property
- ☐ 36 precinct development contract
- ☐ 37 precinct management statement
- ☐ 38 property certificate for community property
- ☐ 39 plan creating community property
- ☐ 40 community development contract
- ☐ 41 community management statement
- ☐ 42 document disclosing a change of by-laws
- ☐ 43 document disclosing a change in a development or management contract or statement
- ☐ 44 document disclosing a change in boundaries
- ☐ 45 certificate under Management Act – section 109 (Strata Schemes) or section 26 (Community Land)

WARNINGS

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

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

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

DISPUTES

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

AUCTIONS

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

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

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
SWIMMING POOLS

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

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

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

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	a bank as defined in the Banking Act 1959, the Reserve Bank or a State bank;
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;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor*);
document of title	document relevant to the title or the passing of title;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in section 4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
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 drawn on its own funds by - • a *bank*; or • a building society, credit union or other FCA institution as defined in Cheques Act 1986; that carries on business in Australia; 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*;
terminate	terminate this contract for breach;
vendor duty	vendor duty imposed under Chapter 4 of the Duties Act 1997;

2 Deposit and other payments before completion

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

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

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

2.4 The purchaser can pay any of the deposit only by unconditionally giving cash (up to $2,000) or a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.

2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 and 3 do not apply.

2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 and 3 apply only to the balance.

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

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

3 Payment of vendor duty out of the deposit

3.1 This clause applies only if this contract says the deposit can be used to pay vendor duty.

3.2 If the amount held by the *depositholder* (disregarding the value of any bond or guarantee) exceeds the amount of *vendor duty*, the *parties* direct the *depositholder* to release the amount of *vendor duty* on the following terms -

3.2.1 the *depositholder* is to draw a *cheque* ("the vendor duty cheque") in favour of the Office of State Revenue and in a form acceptable to the Office of State Revenue for payment of *vendor duty*;

3.2.2 the *depositholder* is not to draw that *cheque* earlier than 14 days before the completion date; and

3.2.3 the receipt of a letter from the vendor's *solicitor* requesting the vendor duty cheque will be sufficient authority for the *depositholder* to draw and release that cheque.

3.3 The vendor's *solicitor* will use the vendor duty cheque for the sole purpose of payment of the *vendor duty* relating to this transaction.

3.4 If this contract is not completed in circumstances that there is, or may be, no liability for *vendor duty* -

3.4.1 if the vendor duty cheque has been forwarded to the vendor's *solicitor* but has not been used to pay *vendor duty*, that cheque must be returned immediately to the *depositholder* for cancellation;

3.4.2 if the vendor duty cheque has been used to pay *vendor duty* -

- the amount of *vendor duty* is repayable upon demand;
- the vendor must lodge an application for refund of *vendor duty*; and
- the vendor irrevocably authorises the Office of State Revenue to pay to the *depositholder* the refund of *vendor duty*;

3.4.3 each *party* must do whatever else is necessary to ensure that the *party* whose funds were used to pay *vendor duty* receives the refund; and

3.4.4 rights under this clause continue even if the contract has been *rescinded* or *terminated*.

4 Transfer

4.1 *Normally*, the purchaser must *serve* the form of transfer at least 14 days before the completion date.

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

4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.

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

4.5 If this sale is exempt from *vendor duty* -

4.5.1 the vendor can (but does not have to) *serve* an application for exemption from *vendor duty* in the form satisfactory to the Office of State Revenue *within* 7 days after the contract date;

4.5.2 if that application is attached to this contract or has been provided to the purchaser before the contract date the application is *served* on the contract date; and

4.5.3 if the vendor complies with clause 4.5.1 -

- the purchaser must have the form of transfer marked by the Office of State Revenue in relation to *vendor duty* before *serving* the form of transfer; and
- on completion the vendor must pay to the purchaser $33.

5 Requisitions

If the purchaser is or becomes entitled to make a *requisition*, the purchaser can make it only by *serving* it -

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

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

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

6 Error or misdescription

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

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

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

7 Claims by purchaser

The purchaser can make a claim (including a claim under clause 6) before completion only by *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; and

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

8 Vendor's right to rescind

The vendor can *rescind* if -

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

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

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

9 Purchaser's default

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

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

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

11 Compliance with work orders

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

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

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant -

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for -

12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or

12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

13.1 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act*.

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

13.3 If under this contract a *party* must make an adjustment, pay an expense of another party or pay an amount payable by or to a third party (for example, under clauses 14 or 20.7) -

13.3.1 the *party* must adjust or pay on completion any GST added to or included in the amount; but

13.3.2 if this contract says this sale is a taxable supply, and payment would entitle the *party* to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding the *GST rate*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14 Adjustments

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

14.2 The *parties* must make any necessary adjustment on completion.

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

14.4 The *parties* must adjust land tax for the year current at the *adjustment date* -

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

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

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

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

14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so -

14.6.1 the amount is to be treated as if it were paid; and

14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).

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

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

15 Completion date

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

16 Completion

- **Vendor**

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

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

16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.

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

16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.

16.6 If the purchaser *serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

- **Purchaser**

16.7 On completion the purchaser must pay to the vendor, by cash (up to $2,000) or *settlement cheque*, the price (less any deposit paid) and any other amount payable by the purchaser under this contract (less any amount payable by the vendor to the purchaser under this contract).

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

16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.

16.10 On completion the deposit belongs to the vendor.

- **Place for completion**

16.11 *Normally*, the *parties* must complete at the completion address, which is -

16.11.1 if a special completion address is stated in this contract - that address; or

16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or

16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.

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

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

17 Possession

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

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

17.2.1 this contract says that the sale is subject to existing tenancies; and
17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

21 Time limits in these provisions

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

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

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

'common property' includes association property for the scheme or any higher scheme;
'contribution' includes an amount payable under a by-law;
'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
'the *property*' includes any interest in common property for the scheme associated with the lot;
'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are normal expenses, due to fair wear and tear, disclosed in this contract or covered by moneys held in the sinking fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
23.5 The *parties* must adjust under clause 14.1 -
23.5.1 a regular periodic contribution;
23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract -
23.6.1 the vendor is liable for it if it was levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
23.6.3 the purchaser is liable for all other contributions levied after the *contract date*.
23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.
23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of -
23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
23.8.3 a past or future change in the scheme or a higher scheme.
23.9 However, the purchaser can *rescind* if -
23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme -
- a proportional unit entitlement for the lot is not disclosed in this contract; or
- a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; or

23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot addressed to the owners corporation and signed by the purchaser.
23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
23.12 Each *party* can sign and give the notice as agent for the other.
23.13 The vendor must *serve* a certificate under section 109 Strata Schemes Management Act 1996 or section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the completion date.

23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision.

23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.

23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.

23.17 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

23.18 If a general meeting of the owners corporation is convened before completion -

23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and

23.18.2 the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* -

24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and

24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.

24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.

24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion -

24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;

24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and

24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if -

- any of Parts 2 to 7 of the Retail Leases Act 1994 applies to the tenancy, unless this contract discloses that the tenancy commenced on or after 1 August 1994;
- a disclosure statement required by the Act was not given when required;
- such a statement contained information that was materially false or misleading;
- a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
- the lease was entered into in contravention of the Act.

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

24.4.1 the vendor must allow or transfer -

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

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

24.4.3 the vendor must give to the purchaser -

- a proper notice of the transfer addressed to the tenant;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given to the tenant under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

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

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

24.5 Rights under this clause continue after completion, whether or not other rights continue.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) -
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.

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

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

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document -
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title -
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title -
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title -
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

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

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

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar General of the registration copy of that document.

26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under *legislation*).

27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.

27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.

27.4 If consent is refused, either *party* can *rescind*.

27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.

27.6 If consent is not given or refused -
- 27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.

27.7 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.

27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.

27.9 The completion date becomes the later of the completion date and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.

28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

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

29 Conditional contract

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

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

SPECIAL CONDITIONS

INTERPRETATION

The headings contained within these special conditions are for convenience only and they are not intended to define or limit the scope of any provision of this contract.

1. **Release of the Deposit**

1.1 Notwithstanding any provision to the contrary herein, the purchaser acknowledges and agrees that the vendor may require the deposit paid in whole or in part to assist with the purchase of other real estate or to pay a Bond on a suitable rental property. The purchaser accordingly authorises release of the deposit to the vendor in whole or in part for such purpose.

1.2 The vendor will ensure the deposit released to him/her is retained in a solicitor's or real estate agents trust account pending completion of the contract. In the absence of written consent it is agreed the vendor may rely on this special condition to facilitate release of the deposit if so required.

1.3 In the event the release of the deposit is not required pursuant to Special Condition 1 hereof, the deposit should be paid to the Vendor's agent named on the front page of the contract for sale of land pending completion.

2. **Interest for late completion**

2.1 It is agreed completion shall occur on or before the completion date set out in this, contract for sale and this is an essential term of this contract. If the purchasers are not able to complete the purchase by that date for any reason other than the neglect or delay of the vendor, the purchasers will pay liquidated damages to the vendor at an amount equal to 10% per annum on the balance of the purchase price outstanding from the completion date shown in this contract for sale as being the date for completion up to and including the date of actual completion.

2.2 This interest is a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of the purchase money due and payable on completion. The Purchaser shall not be entitled to require the Vendor to complete this agreement unless such damages are paid to the Vendor upon completion.

2.3 Further if it becomes necessary for the Vendor to issue a Notice to Complete pursuant to this clause then the Purchaser shall pay to the Vendor the costs of issue of such notice assessed at $200.00 plus GST. The vendor and the purchaser agree and acknowledge that this is a true and realistic estimation of the costs to the vendor for additional legal charges and other costs associated with the costs of issuing the Notice to Complete

3. Death, Mental Illness or Bankruptcy

3.1 Notwithstanding any rule of law or equity to the contrary should either party die or become mentally ill and or bankrupt before completion, either party may, rescind this contract by notice in writing to the other party, their solicitor or conveyancer for such party named herein, the contract shall end and the provisions of Clause 19.2 herein shall apply.

4. Notice to Complete

4.1 Should any event arise entitling either party to issue a Notice to Complete as per Clause 15 upon the other, then the parties agree that a period of fourteen (14) days from the service of such a notice making time of the essence shall be a proper and reasonable time.

5. Settlement Cancellation

5.1 The vendor and purchaser agree and acknowledge that if settlement is cancelled and requires rescheduling through no fault of the vendor, the purchaser is required to pay the vendor the sum of $100.00 plus GST for the costs of settlement deferment, cancellation and/or rescheduling. It is acknowledged this is a true and realistic estimation of the costs caused to the vendor as a result of any such deferment, cancellation and/or rescheduling.

5.2 Should the purchaser require settlement to be effected at any other place other than the office of the solicitor acting for the mortgagee of the property, then the purchaser shall include in the amount payable to the vendor on settlement a fee of $66.00 (inclusive of GST) by way of the vendor's conveyancers outside settlement fee;

5.3 In the event that the outgoing mortgagee's solicitors or agents require payment of an out of office settlement fee, as consequence of settlement not being effected at their office due to the Purchaser requiring settlement to take place elsewhere, the Purchaser shall pay the outgoing mortgagee's solicitors or agents costs as advised.

6. Improvements and inclusions

6.1 The purchaser acknowledges that it has inspected the improvements (if any) erected on the land referred to on the front page of the contract and that it is purchasing same in its present state and condition of repair and without representation as to quality or fitness for a particular purpose, and

6.2 the Purchaser acknowledges that it is satisfied as to the approved and capable use and condition of the property and is purchasing same in its present state and condition of repair (subject to fair wear and tear) and must accept the property and the appurtenances on completion with all defects both latent and patent, if any including but not limited to;

a) All infestations and dilapidations (if any);

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

Disclosed or not disclosed herein, and the purchaser cannot make a claim, objection or requisition or rescind or terminate or delay completion in respect thereof any of the above matters; and

7. Transfer

7.1 The purchaser shall deliver the Transfer to the Vendor's conveyancer not less than fourteen (14) days before the completion date.

7.2 If the Transfer is received by the Vendor's conveyancer less than fourteen (14) days prior to the Completion Date, the purchaser will pay the vendor the sum of $110.00 including GST to cover the vendor's legal costs associated with the preparation of the Transfer document.

8. Statement of Title

8.1 A sufficient statement of the vendor's title shall be deemed included in the description of the property hereinbefore appearing and such statement shall have been deemed to have been given to the purchaser at the date hereof.

9. Representations

9.1 The Purchaser does not rely upon any warranty, representation or inducement except those that are expressly provided in this Contract.

9.2 The Purchaser acknowledges that he/she has relied entirely upon his/her own enquiries, knowledge and investigations and upon any inspection by him/her of the property.

9.3 The Purchaser cannot rely upon any other document, agreement and arrangement, whether in writing or oral, to constitute an amendment to this Contract.

10. Warranty by purchaser as to Real Estate Agent

10.1 The Purchaser warrants that he/she was not introduced to the Vendor and/or the subject property by or through any agent other than the agent shown as the "Vendor's Agent" on the front page of this contract and should any other real estate agent make a successful claim for commission against the vendor in respect of this matter then the purchaser shall indemnify and keep indemnified the Vendor against all claims & such commissions and in respect of all costs of and incidental to such a claim for commission incurred by the vendor. It is acknowledged that this Clause shall not merge on completion.

11. Amendments to the printed pages to the Contract for Sale of Land

The parties agree that;

11.1 Clause 7.1.1 is deleted;

11.2 Clause 16.5 is amended by deleting 'plus another 20% of that fee';

11.3 Clause 16.6 is amended as follows: after the word 'If' add not less than seven (7) days before the completion date;

11.4 Clause 16.8 shall be deleted;

11.5 Clause 16.12 is deleted;

11.6 Clause 23.9.3 is amended by deleting 'or before completion'

11.7 Clause 23.13 & 23.14 is amended by deleting '7' and replacing with '5'

11.8 Clause 23.18.1 is deleted.

12. Conflict between contract conditions

12.1 In the event of a conflict between the standard printed conditions of the Agreement and these further conditions then these further conditions will prevail.

13. Payment of deposit by instalments

13.1 The parties agree, despite any other reference to the deposit contained in this contract, the deposit is always the amount equal to 10% of the price.

13.2 The purchaser acknowledges that the vendor has agreed to accept payment of the deposit by instalments for the sole benefit of the purchaser.

13.3 If this contract is terminated as a result of a default or breach by the purchaser in observing any of the terms and conditions of this contract, the Balance is immediately payable by the purchaser to the vendor and is payable despite this contract being terminated.

13.4 The purchaser acknowledges that if the Balance becomes payable by it as a consequence of its default or breach, this does not constitute a penalty under this contract and is the balance of the deposit that the vendor would have otherwise been entitled to pursuant to clause 9 had the vendor insisted on receiving the full deposit from the purchaser on the contract date.

13.5 This clause 13 is an essential term of this contract.

14. Law Society Printed Pages – 2005 Edition

14.1 The vendor and purchaser agree this contract is exchanged on copies of the Law Society of New South Wales Printed Pages of the Contract for the Sale of Land – 2005 Edition and they are provided in this contract for information and education purposes only.

14.2 The parties agree the vendor will provide the purchaser with original Law Society of New South Wales 2005 Edition printed pages upon confirmation the purchaser is proceeding with the purchase.

15. Conditions of Sale by Auction

These conditions replace 'Auction – Conditions of Sale' on page 3 of the printed contract. If the property is or is intended to be sold at auction:

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

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

(a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
(b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
(c) The highest bidder is the purchaser, subject to any reserve price.
(d) In the event of a dispute bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
(e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interest of the seller.
(f) A bidder is taken to be a principal unless, before bidding, the bidder has given the auctioneer a copy of a written authority to bid for or on behalf of another person.
(g) A bid cannot be made or accepted after the fall of the hammer.
(h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (of any) foe sale.

15.3 The following conditions, in addition to those prescribed by sub-clause (15.2), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

(a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
(b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
(c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or behalf of the seller or auctioneer.

16. **Keys**

16.1 Upon completion the vendor will provide the purchaser with such keys as are necessary, for the purchaser to enter the property and all remaining keys to the property that, are in vendor's possession. The purchaser will make no objection, requisition or claim for compensation with respect to the availability or otherwise of any other keys to the property.

17. **Land Tax Adjustment**

17.1 The parties must adjust Land Tax for the year current at the adjustment date on the basis of the taxable amount as levied by the Office of State Revenue and without, reference to the taxable threshold.

18. **Fencing Work**

18.1 The purchaser agrees that the vendor is not obliged to contribute to any fencing work required under section 6 of the Diving Fences Act 1991.

Information Provided Through
LEAP Searching
Ph. 1800 738 532 Fax. 1800 738 533

Title Search

LEAP Searching
An Approved LPI NSW
Information Broker

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 3/270670

SEARCH DATE	TIME	EDITION NO	DATE
6/10/2011	6:24 AM	2	10/5/2011

LAND

LOT 3 IN COMMUNITY PLAN DP270670
AT FRENCHS FOREST
LOCAL GOVERNMENT AREA WARRINGAH
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP270670

FIRST SCHEDULE

PHILLIP JOHN BURGE
JULIE ANNE BURGE
AS JOINT TENANTS (T AG202133)

SECOND SCHEDULE (16 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 INTERESTS RECORDED ON REGISTER FOLIO 1/270670
3 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT OF THE COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN
4 DP1091026 EASEMENT TO DRAIN WATER 1.2, 3, 3.5 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
5 DP1091026 EASEMENT TO DRAIN WATER 1.2, 3, 3.5 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
6 DP1091026 RIGHT OF CARRIAGEWAY VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
7 AC624610 POSITIVE COVENANT
8 DP270670 EASEMENT TO DRAIN WATER 1.2 & 3 METRE(S) WIDE (C) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
9 DP270670 EASEMENT TO DRAIN WATER 1.2 & 3 METRE(S) WIDE (C) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
10 DP270670 EASEMENT TO DRAIN WATER 1.2 METRE(S) WIDE (D) APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
11 DP270670 EASEMENT FOR WATER SUPPLY PURPOSES 2.5 METRE(S) WIDE (E) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
12 DP270670 POSITIVE COVENANT REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT (DOC.1)
13 DP270670 EASEMENT FOR SERVICES 11.5 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
14 DP270670 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND

END OF PAGE 1 - CONTINUED OVER

51011249

PRINTED ON 6/10/2011

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 3/270670 PAGE 2

SECOND SCHEDULE (16 NOTIFICATIONS) (CONTINUED)

		NUMBERED (12) IN THE S.88B INSTRUMENT (DOC.1)
15	DP270670	RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (13) IN THE S.88B INSTRUMENT (DOC.1)
16	AG202134	MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

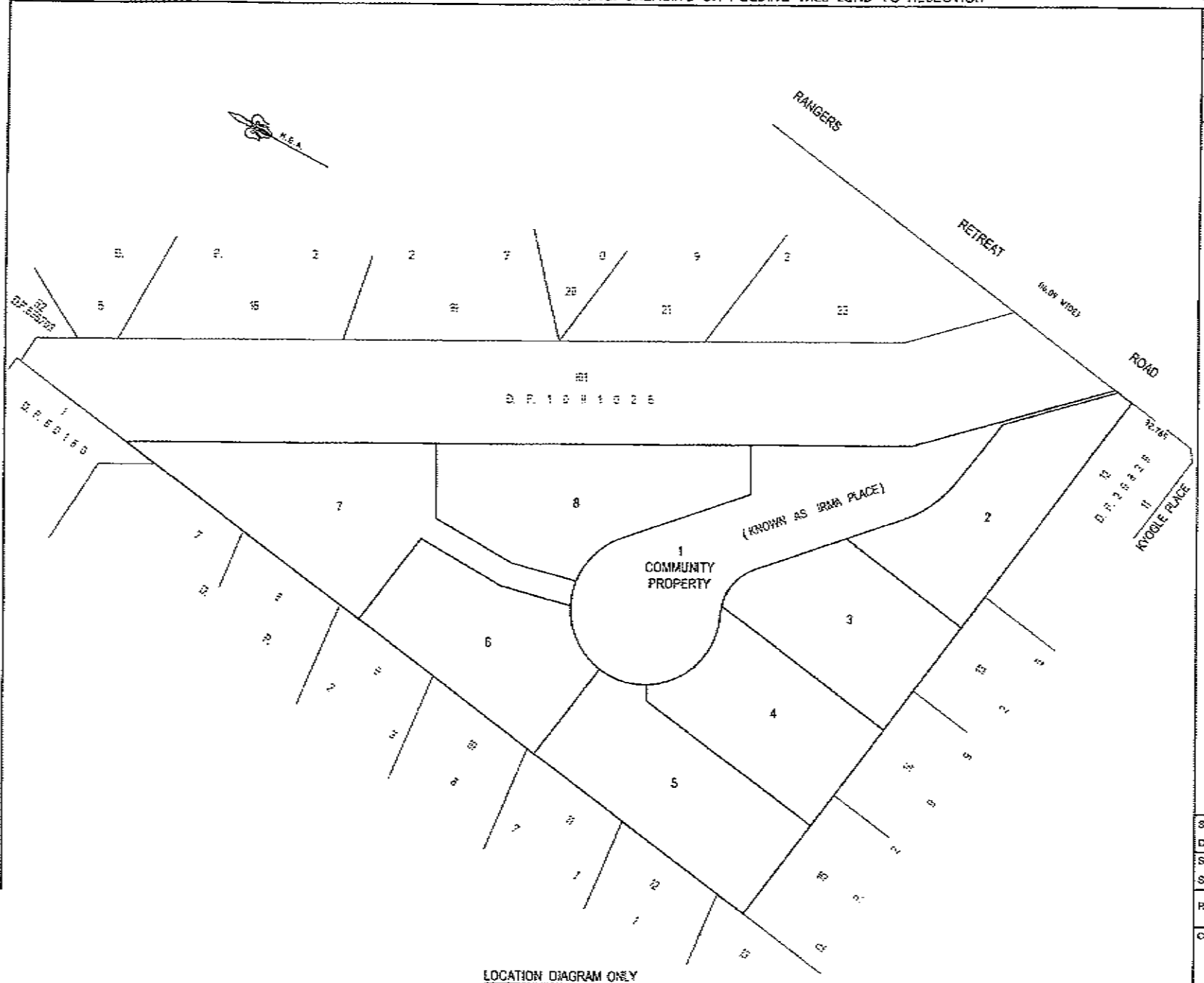
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

51011249 PRINTED ON 6/10/2011

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. Leap Searching an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B (2) of the Real Property Act 1900.

PLAN FORM 4 (A2) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION DP270670_1 ePlan Sheet 1 of 4 sheets



THIS SHEET IS BEING CONTINUALLY UPDATED TO SHOW THE CURRENT SUBDIVISION PATTERN OF THE SCHEME. FOR DETAILS OF UPDATES AND ADDITIONAL AND REPLACEMENT SHEETS SEE SCHEDULE BELOW

SCHEDULE OF CHANGES TO THE SCHEME.

LOT No.	DETAILS	SHEET No.

Subdivision Certificate No: 10767

Date: 26.5.2010

Surveyor: ANDREW RICHARD THOMAS

Surveyor's Ref 225-06

Registered 23.6.2010

COMMUNITY / PRECINCT / NEIGHBOURHOOD PLAN

DP270670

CAD ID: (X:225-06-1250451)

Req:R888826 /Doc:DP 0270670 P /Rev:23-Jun-2010 /Sts:SC.OK /Prt:06-Oct-2011 06:26 /Rgn:ALL /Seq:1 of 9
Ref:51011249 /Src:M

PLAN FORM 2 [A2] WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION DP270670_1 ePlan Sheet 2 of 4 sheets

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	THROD	ARC	RADIUS
1	316°09'29"	60.205	10.35	56
7	103°30'25"	7.925	8.18	8
3	107°32'03"	16.28	17.89	12
4	59°31'20"	1.32	1.31	5
5	159°42'35"	8	8.155	52
6	216°42'55"	55.895	1° 535	52
2	253°51'58"	4.095	4.025	52
8	288°44'55"	16.245	20 585	12

DIAGRAM 1
SCALE 2000

SURVEYING REGULATION 2006 CLAUSE 8(1)(i)					
M.G.A. COORDINATES					
MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
P.M.2751	335 563.115	6 263 630.775	56	B	2
P.M.2754	336 592.616	6 263 752 810	56	B	2
S.S.M.38483	336 974.359	6 263 395.232	56	B	2
COMBINED SCALE FACTOR 0.999826					
SOURCE: S.C.I.M.S DATED 6th MAY 2009					

"A" - EASEMENT TO DRAIN WATER 3.2, 3, 3.5 & VARIABLE WIDTH WIDE D.P.1091026
"B" - RIGHT OF CARRIAGEWAY VARIABLE WIDTH WIDE D.P.1091026
"C" - EASEMENT TO DRAIN WATER 2.3 & 3 WIDE
"D" - EASEMENT TO DRAIN WATER 3.7 WIDE
"E" - EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE
"F" - EASEMENT FOR ACCESS & DRAINAGE PURPOSES 11.5 WIDE & VARIABLE
"G" - EASEMENT FOR SERVICES 61.5 WIDE & VARIABLE
"H" - RESTRICTION ON USE OF LAND - BUILDING ENVELOPE
"I" - EASEMENT FOR WATER SUPPLY PURPOSES 2.475 WIDE

SEE DETAIL PLAN SHEET 2 OF 2 SHEETS FOR DIMENSIONS OF
"E"-EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE
"F"-EASEMENT FOR ACCESS & DRAINAGE PURPOSES 11.5 WIDE & VARIABLE

DIAGRAM 2
SCALE 1:50

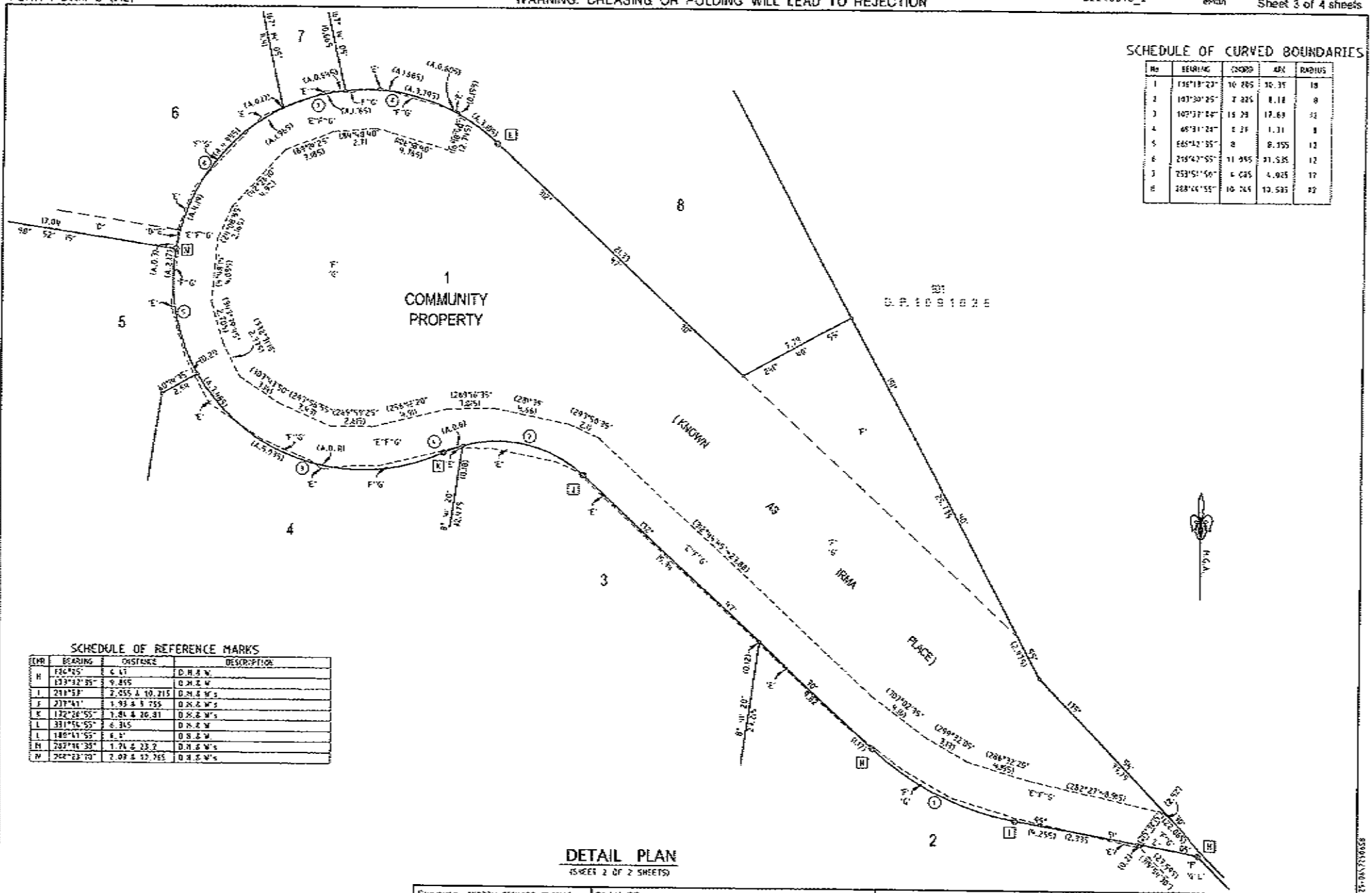
SCHEDULE OF REFERENCE MARKS

CHR	BEARING	DISTANCE	DESCRIPTION
A	331°22'	6.31	NAIL & W.FD BY SURVEY TO P 1049324
	265°59'	0.51 BY SURVEY	G.I.P.FD DISTURBED (D.P.259249)
B	236°51'	0.45	G.I.P.FD BURIED 0.3 (D.P.501883)
	231°19'30"	5.59	NAIL & W.FD BY SURVEY TO P.1091026)
C	268°47'40"	25.35	NAIL & WING
	344°11'00"	9.18	NAIL & WING
D	216°30'	2.3	D.H.& W.FD. (D.P.1091026)
E	255°32'35"	29.71 BY SURVEY	NAIL & WING FD (D.P.1091026)
F	111°13'	88.055	D.H.& W.IN ROCK FD (D.P.1091026)
G	183°32'40"	88.56	NAIL & WING IN CURB
H	326°35'	4.57	D.H.& W.
	323°03'35"	9.895	D.H.& W.
I	261°53'	2.955 & 10.215	D.H.& W's
J	233°43'	1.93 & 9.755	D.H.& W's
K	133°25'55"	1.84 & 20.83	D.H.& W's
L	331°54'55"	6.345	D.H.& W.
L	193°51'55"	6.11	D.H.& W.
M	267°14'30"	1.74 & 23.7	D.H.& W's
N	240°23'28"	2.08 & 18.745	D.H.& W's
S	206°55'15"	6.225	SIR & WING IN KERB

DETAIL PLAN
(SHEET 1 OF 2 SHEETS)

Surveyor: ANDREW RICHARD THOMAS Date of Survey: 12th AUGUST 2009 Surveyor's Ref: 225-05	PLAN OF SUBDIVISION OF LOT 100 D.P.1091026	LGA: WARRINGAH Locality: FRENCHS FOREST Subdivision No. 10767 Origins are in metres. Reduction Ratio 1:200	Registered 28.6.2010	DP270670

Req:R8588226 /Doc:DP 0270670 P /Rev:23-Jun-2010 /Sts:SC.OK /Prt:06-Oct-2011 06:26 /Pgs:ALL /Seq:2 of 9
Ref:91012249 /Src:M



SCHEDULE OF CURVED BOUNDARIES

No	BEARING	CHORD	ARC	RADIUS
1	136°18'23"	10.285	10.35	18
2	107°30'25"	7.825	8.18	8
3	107°37'24"	15.29	17.69	12
4	65°31'24"	5.26	1.31	8
5	245°42'55"	8	8.155	12
6	215°42'55"	11.995	21.535	12
7	253°51'56"	6.035	6.925	12
8	288°06'55"	10.765	13.583	12

SCHEDULE OF REFERENCE MARKS

ITEM	BEARING	DISTANCE	DESCRIPTION
H	236°55'	6.41	D.H.& W.
	239°32'35"	9.895	D.H.& W.
I	218°53'	2.055 & 10.215	D.H.& W's
J	239°41'	1.93 & 5.755	D.H.& W's
K	132°28'55"	1.84 & 26.81	D.H.& W's
L	331°56'55"	6.305	D.H.& W.
L	148°41'55"	6.5'	D.H.& W.
M	263°36'35"	1.74 & 23.2	D.H.& W's
N	262°23'10"	2.08 & 33.765	D.H.& W's

DETAIL PLAN

(SHEET 2 OF 2 SHEETS)

"D" - EASEMENT TO DRAIN WATER 1.2 WIDE
"E" - EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE
"F" - EASEMENT FOR ACCESS & DRAINAGE PURPOSES 11.5 WIDE & VARIABLE
"G" - EASEMENT FOR SERVICES 11.5 WIDE & VARIABLE
"L" - EASEMENT FOR WATER SUPPLY PURPOSES 2.615 WIDE

Surveyor: ANDREW RICHARD THOMAS	PLAN OF SUBDIVISION OF LOT 100 D.P.1058026	LGA: WARRINGAH	Registered	DP270670
Date of Survey: 01st AUGUST 2009		Locality: FRENCHS FOREST	23.6.2010	
Surveyor's Ref: 225-06		Subdivision No. 10767		
		Lengths are in metres. Reduction Ratio 1:150		

Req:R058826 /Doc:DP 0270670 P /Rev:29-Jun-2010 /Sts:SC.OK /Prt:06-Oct-2011 06:26 /Pgs:ALL /Seq:3 of 9
Ref:51011249 /Src:M
CAD Ref: 225-04\225-04\7109658

PLAN FORM 2 (A2) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION DP270670_1 ePlan Sheet 4 of 4 sheets

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	296°19'30"	19.285	19.35	18
9	275°48'30"	8.545	9.45	8
15	5°25'25"	19.351	52.19	82

SEE DETAIL PLAN (SHEET 2 OF 2 SHEETS) FOR DIMENSIONS OF:

'E'-EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE
'F'-EASEMENT FOR ACCESS & DRAINAGE PURPOSES 11.5 WIDE & VARIABLE (WIDTH OF LOT 1)
'G'-EASEMENT FOR SERVICES 11.5 WIDE & VARIABLE
'L'-EASEMENT FOR WATER SUPPLY PURPOSES 2.575 WIDE

RANGERS RETREAT ROAD (18.29 WIDE)

D.P. 1091026

D.P. 958826

IRMA PLACE (KNOWN AS)

1 1080m² COMMUNITY PROPERTY

SEE DIAGRAM 3

SEE DIAGRAM 4

DIAGRAM 3 SCALE 1:250

DIAGRAM 4 SCALE 1:50

'B'-RIGHT OF CARRIAGEWAY VARIABLE WIDTH VIDE D.P.1091026
'E'-EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE
'F'-EASEMENT FOR ACCESS & DRAINAGE PURPOSES 11.5 WIDE & VARIABLE - (WIDTH OF LOT 1)
'G'-EASEMENT FOR SERVICES 11.5 WIDE & VARIABLE
'I'-RESTRICTION ON USE OF LAND-WATER QUALITY UNIT
'K'-RESTRICTION ON USE OF LAND-ON SITE DETENTION TANK
'L'-EASEMENT FOR WATER SUPPLY PURPOSES 2.575 WIDE

COMMUNITY PROPERTY PLAN (COMMUNITY PROPERTY LOT ONLY)

Surveyor: ANDREW RICHARD THOMAS Date of Survey: 11th AUGUST 2009 Surveyor's Ref: 225-06	PLAN OF SUBDIVISION OF LOT 100 D.P.1091026	LGA: WARRINGAH Locality: FRENCHS FOREST Subdivision No. 83767 Lengths are in metres. Reduction Ratio 1:500	Registered 23.6.2010	DP270670

Req:R958826 /Doc:DP 0270670 W /Rev:23-Jun-2010 /Sts:SC.OK /Prt:06-Oct-2011 06:26 /Pgn:ALL /Seq:4 of 9
Ref:SL011249 /Src:M

DP270670

COVER SHEET FOR SIGNATURE/ADMINISTRATION SHEETS

ATTENTION

A Community Plan may be subject to future subdivision that may contain a Signature/Administration Sheet. This document will then comprise separate Signature/Administration Sheets registered on different dates.

Particulars of each Signature/Administration Sheet are as follows:-

Sig/Admin Sheet Number	Number of Sig/Admin Sheets	Contains U.E. Schedule (Y/N)	Registration Date	Number of Sheets in Subject Plan	Lot Numbers Created
Document A	4	Y	23.6.2010	4	1-8

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 3 sheet(s)

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED TO CREATE:-

1. EASEMENT TO DRAIN WATER 1.2 & 3 WIDE
2. EASEMENT TO DRAIN WATER 1.2 WIDE
3. EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE
4. EASEMENT FOR WATER SUPPLY PURPOSES 2.675 WIDE
5. EASEMENT FOR ACCESS & DRAINAGE PURPOSES 11.5 WIDE & VARIABLE
6. POSITIVE COVENANT
7. RESTRICTION ON USE OF LAND
8. POSITIVE COVENANT
9. RESTRICTION ON USE OF LAND
10. POSITIVE COVENANT
11. EASEMENT FOR SERVICES 11.5 WIDE & VARIABLE
12. RESTRICTION ON USE OF LAND
13. RESTRICTION ON USE OF LAND

" and as set out in the accompanying instrument signed by the Authorised Person"

Use PLAN FORM 6A
for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

I .....in approving this plan certify
(Authorised Officer)
that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature:.....

Date:.....

File Number:.....

Office:.....

Subdivision Certificate

I certify that the Provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed SUBDIVISION set out herein
(insert 'subdivision' or 'new road')

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

Consent Authority: WARRINGAH COUNCIL

Date of Endorsement: 26-5-2010

Accreditation no:.....

Subdivision Certificate no: 10767

File no: S.D. 9739

*Delete whichever is inapplicable

DP270670

(DOC.A)

Registered: 23.6.2010

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF
SUBDIVISION OF LOT 100 D.P.1091026

LGA:	WARRINGAH
Locality:	FRENCHS FOREST
Parish:	MANLY COVE
County:	CUMBERLAND

Surveying Regulation, 2006

I, ANDREW RICHARD THOMAS

of CRAIG & RHODES PTY LTD
LEVEL 4, 16-18 CAMBRIDGE ST.EPPING 2121

a surveyor registered under the Surveying Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation, 2006 and was completed on: 17th AUGUST 2009

The survey relates to LOTS 1 TO 8

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

Signature A.R. Thomas Dated 3/9/09
Surveyor registered under the Surveying Act, 2002

Datum Line: 'X'-'Y'

Type: Urban/~~Rural~~

Plans used in preparation of survey /~~compilation~~

D.P.227092
D.P.1091026

(If insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 225-06

* OFFICE USE ONLY

CAD REF. Z:\225-06\22506S11

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of $\frac{11}{}$ sheet(s)

PLAN OF

SUBDIVISION OF LOT 100 D.P.1091026

DP270670

(DOC.A)

Registered: 23.6.2010

*OFFICE USE ONLY

Subdivision Certificate No: 10767

Date of Endorsement: 26-5-2010

Certified correct for the purposes of the Real Property Act 1900 by the Mortgagee
SIGNED by.....Raymond Timms as attorney for Westpac Banking Corporation under power of attorney Book 4299 no. 332

.....

(Signature) Tier Three Attorney

By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.

I certify that the attorney for the Mortgagee with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness:

Name of witness:

Address of witness: 1 King Street
Concord West NSW

.....

GARY LIGLE HAINSWORTH
Secretary - BHY AUSTRALIA PTY LTD

.....

PHILLIP JOHN BURGE
Director - BHY AUSTRALIA PTY LTD
(ACN 124 130 516)

SURVEYOR'S REFERENCE: 225-06

CAD REF: 225DSS4

PLAN FORM 6A (Annexure Sheet) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 4 sheet(s)

PLAN OF	DP270670 (DOC.A)
SUBDIVISION OF LOT 100 D.P.1091026	Registered: 23.6.2010
Subdivision Certificate No: 10767	Date of Endorsement: 26-5-2010

• OFFICE USE ONLY

Signed for SYDNEY WATER CORPORATION by its Attorneys

MARK ROWLEY and

PETER VINCENT BYRNE

who hereby state at the time of executing this instrument have no notice of the revocation of the Power of Attorney Registered No. 606 Book 454 under Authority of which this instrument has been executed.

M Rowley

P Byrne

DAVID ABEL

NAME OF WITNESS

SURVEYOR'S REFERENCE: 225-06

CAD REF: 225065S4

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 4 sheet(s)

PLAN OF
SUBDIVISION OF LOT 100 D.P.1091026

* DP270670
(DOC.A)

* Registered: 23.6.2010

* OFFICE USE ONLY

Subdivision Certificate No: 10767 Date of Endorsement 26-5-2010

Name of Developement if any

Address for Service of Notice
UNIT 17
No. 22 KENTHURST ROAD
ROUND CORNER 2158

This sheet shows an initial schedule of unit entitlements for the *Community /*~~Precinct~~/*~~Neighbourhood~~ scheme which is liable to be altered as the scheme is developed or on completition of the scheme in accordance with the provisions of section 30 of the Community Land Development Act, 1989
Any changes will be recorded on subsequent Administration Sheets
*Strike out whichever is inapplicable

I, DAVID R. FARLEY
of REALTY APPRAISALS PTY LTD
being a Valuer registered under the Valuers Registration Act 1975, certify that the Unit Entitlements shown on *this sheet/*~~these sheets~~ are based upon valuations made by me on # 1st SEPTEMBER 2009

Signature ..... Date 8/06/2010
*Strike out whichever is inapplicable # Insert date of valuation
THIS CERTIFICATE REQUIRED FOR COMMUNITY & PRECINCT PLANS ONLY

SCHEDULE OF UNIT ENTITLEMENT
(if insufficient space use additional annexure sheet-Plan Form 6A)

LOT	UNIT ENTITLEMENT
1	COMMUNITY PROPERTY
2	1418
3	1352
4	1407
5	1483
6	1429
7	1483
8	1428
TOTAL	10000

SURVEYOR'S REFERENCE: 225-06

CAD REF. 225065S

PLAN FORM 2 (APPROVED FORM 3)
SIGNATURE AND SEALS ONLY.

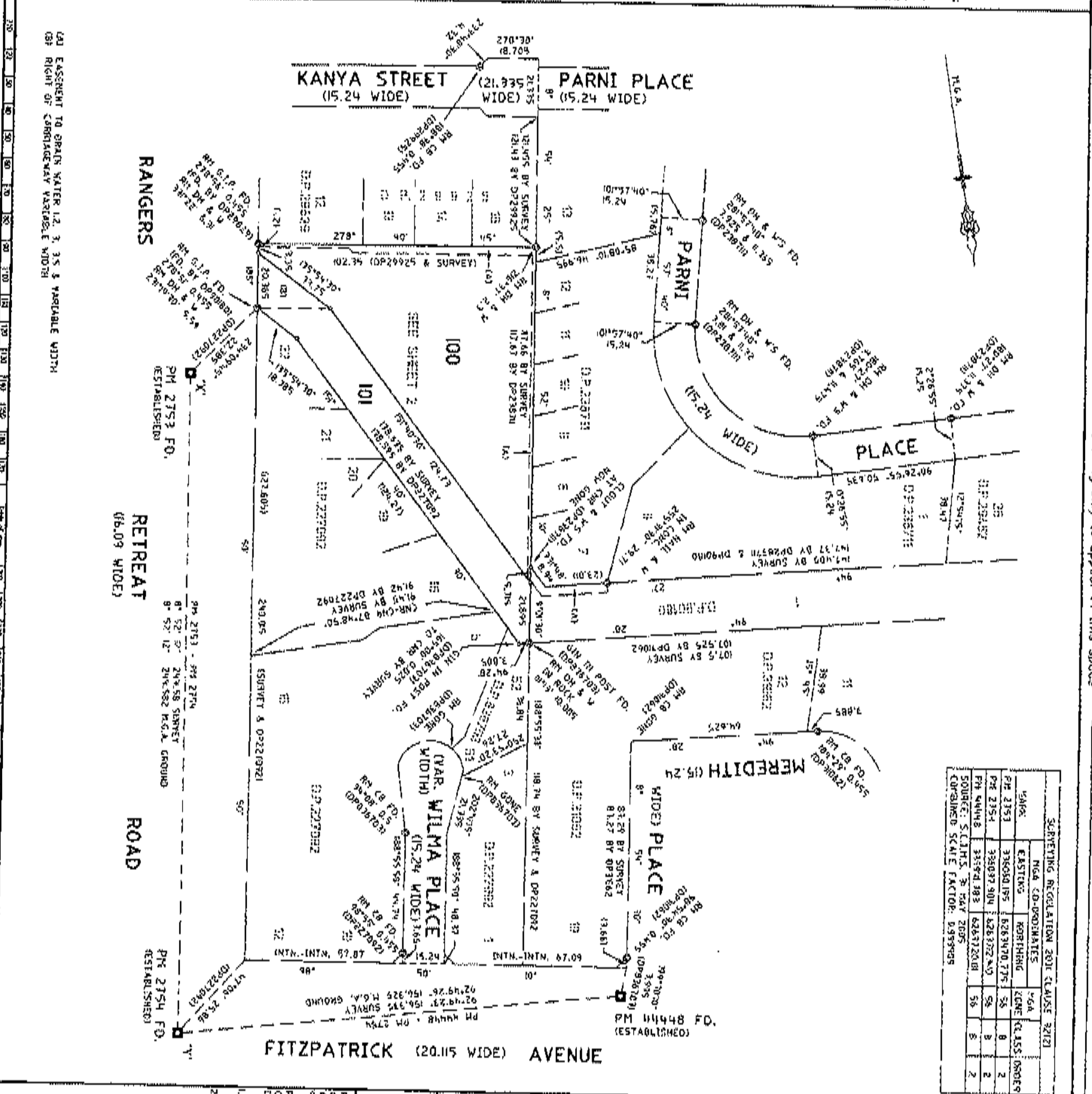
Jeffrey Francis Colless
Lois Colless Wynn

Subdivision Certificate
I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed SUBDIVISION
Consent Authority: WARRINGAH COUNCIL
Date of endorsement: 27-10-2006
Subdivision Certificate no: 10619
File no: SD 9590

Department of Lands Approval
I, ... in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.
Signature: ....
Date: ....
File Number: ....
Office: ....

SURVEYOR'S REFERENCE: 9649/03

Plan Drawing only to appear in this space



SURVEYING REGULATION 2001 CLAUSE 32(2)

MARK	MGA CO-ORDINATES EASTING	NORTHING	MGA ZONE	CLASS	ORDER
PM 2753	336050.195	6263470.775	56	B	2
PM 2754	336037.904	6263322.40	56	B	2
PM 44448	335994.383	6263720.0	56	B	2
SOURCE: S.C.I.M.S. 30 MAY 2005					
COMBINED SCALE FACTOR: 0.999905					

DP1091026

Registered 8.12.2005

Title System: TORRENS (LIMITED)

Purpose: SUBDIVISION

Ref. Map: U1860-44, U1860-53

Last Plan: DP744929, DP90180

PLAN OF SUBDIVISION OF LOT 1 D.P.744929 AND EASEMENT TO DRAIN WATER WITHIN LOT 1 D.P.90180

Lengths are in metres. Reduction Ratio 1:1000

LGA: WARRINGAH

Suburb/Locality: FRENCHS FOREST

Parish: MANLY COVE

County: CUMBERLAND

This is sheet 1 of my plan in 2 sheets.

Surveying Regulation 2001
I, DAVID STUTCHBURY of STUTCHBURY JAQUES P/L, PO BOX V249 BROOKVALE NSW 2100, a surveyor registered under the Surveying Act 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation 2001 and was completed on 31 MAY 2005.

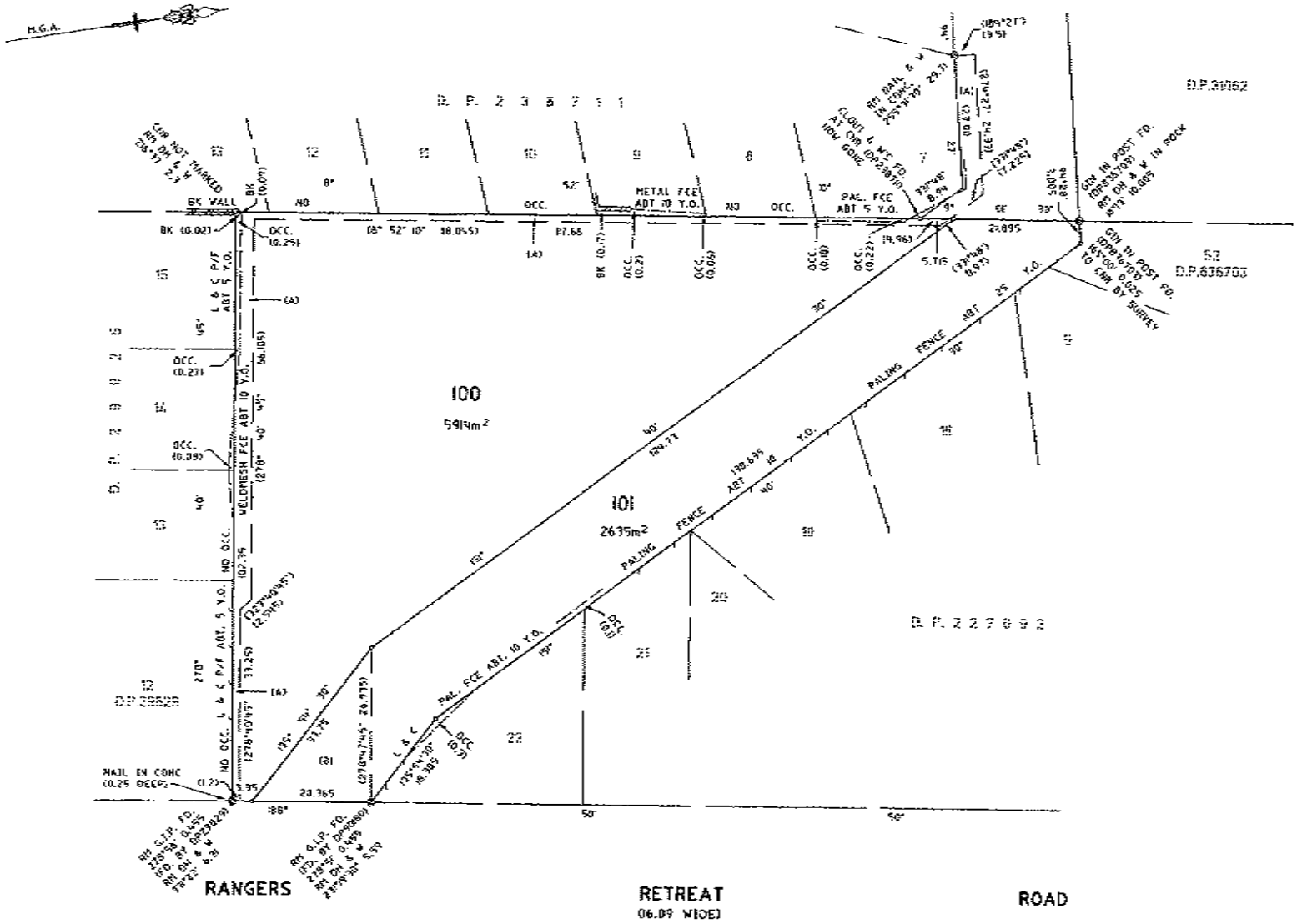
Plans used in preparation of survey/compilation:
DP221042 DP835703
DP236716 DP29925
DP29929 DP744929
DP13880
DP31362

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT, 1919 IT IS INTENDED TO CREATE:
1. EASEMENT TO DRAIN WATER 1.2, 3, 3.5 & VARIABLE WIDTH (A)
2. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (B)

*OFFICE USE ONLY

PLAN FORM 3 To be used in conjunction with Plan Form 2 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



Plan Drawing only to appear in this space

DP1091026

Registered SB 9.12.2005

This is sheet 2 of my plan in 2 sheets dated 13/7/05.

D Stuckbery
Surveyor registered under Surveying Act 2002

This is sheet 2 of the plan of 2 sheets covered by Subdivision Certificate No. 106/05 of 27-10-2005

Authorised Person/General Manager/Accredited Certifier

For use where space is insufficient in any panel on Plan Form 3

Reduction Ratio 1:500

SURVEYOR'S REFERENCE: 4649/03

OFFICE USE ONLY

Rag:RBS827 /Doc:DP 1091026 P /Rev:09-Dec-2009 /Sts:SC.OK /Prt:06-Oct-2011 08:28 /Pgn:ALL /Seq:2 of 2
Ref:51011249 /Src:M

Req:R858828 /Doc:DP 1091026 B /Rev:09-Dec-2005 /Sts:NO.OK /Prt:06-Oct-2011 06:26 /Pgs:ALL /Seq:1 of 2
Ref:51011249 /Src:M

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A' PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Lengths are in metres

Plan: **PLAN OF SUBDIVISION OF LOT 1 IN D.P. 744929 AND EASEMENT TO DRAIN WATER WITHIN LOT 1 DP 90180 COVERED BY SUBDIVISION CERTIFICATE NO.** ...10619.....**OF** ..27:10:2005.....

FULL NAME AND ADDRESS OF THE OWNER OF THE LAND:

SYDNEY WATER CORPORATION
115-123 BATHURST STREET
SYDNEY NSW 2000

DP1091026

PART 1 (CREATION)

Number of item shown in the intention panel on the plan.	Identity of easement, profit a' prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Easement to Drain Water 1.2, 3, 3.5 and Variable Width (A)	100 Lot 1 DP 90180	Lots 13, 14, 15 DP 29925 Lot 12 DP 29829 100 Lots 13, 14 & 15 DP 29925 Lot 12 DP 29829
2	Right of Carriageway variable width (B)	101	100

Approved by Warringah Council

.....

Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A' PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Lengths are in metres

Plan: **PLAN OF SUBDIVISION OF LOT 1 IN D.P. 744929 AND EASEMENT TO DRAIN WATER WITHIN LOT 1 DP 90180 COVERED BY SUBDIVISION CERTIFICATE NO.** ...10619.....**OF** ...27:10:2005.....

DP1091026

Signed for **SYDNEY WATER CORPORATION**
by its Attorneys

JEFFREY FRANCIS COLENSO

.....

Ross Roland Wynn

.....

.....
Signature of Witness

who hereby state at the time of executing this instrument have not notice of revocation of the Power of Attorney registered No. 325 Book 4465 under the Authority of which this instrument has been executed.

...CAROLINA de WOLFF...
Name of Witness

115 Bathurst Street, Sydney
Address of Witness

.....
Attorney

.....
Attorney

Approved by Warringah Council

.....
Authorised Officer

REGISTERED SB 8.12.2005

Req:R858829 /Doc:DL AC624610 /Rev:27-Sep-2006 /Sts:NO.OK /Prt:06-Oct-2011 06:26 /Pgs:ALL /Seq:1 of 4
Ref:51011249 /Src:M

Form: 13PVP
Release: 2.0
www.lands.nsw.gov.au

POSITIVE COVENAN AFFECTING LAND VEST A PRESCRIBED AUTHO

New South Wales
Section 88D(3) Conveyancing Act 1919

AC624610P

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

(A) TORRENS TITLE: 100/1091026

(B) LODGED BY

Document Collection Box	Name, Address or DX and Telephone	CODE
48T	LLPN : 123819E CITYLINK Reference: ~~RP: PNG 050038~~ BARTIER PERRY / 960038	PC

(C) PRESCRIBED AUTHORITY: SYDNEY WATER CORPORATION
ABN 49 776 225 038

(D) The prescribed authority, being the registered proprietor of the above land, applies to have a recording made in the Register of a positive covenant affecting the above land the terms of which are set out in a true copy of the relevant order dated 19th September 2006 annexed hereto and marked "A" and certifies that no person or corporation has acquired an interest in the above land.

DATE

(E) I certify that an authorised officer of the prescribed authority, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness:

Name of witness: CAROLINA de Wolff

Address of witness: 115-123 Bathurst Street
SYDNEY NSW 2000

Certified correct for the purposes of the Real Property Act 1900 by an authorised officer of the prescribed authority.

Signature of authorised officer:

JEFFREY FRANCIS COLENSO

Name: ROSS ROLAND WYNN

Position:

Signed for SYDNEY WATER CORPORATION by its Attorneys

JEFFREY FRANCIS COLENSO

ROSS ROLAND WYNN

who hereby state at the time of executing this instrument have no notice of the revocation of the Power of Attorney Registered No. 323 Book 4465 under Authority of which this instrument has been executed.

PC

This Order by Sydney Water Corporation ABN 49 776 038 (Sydney Water) being a Prescribed Authority pursuant to s88D *Conveyancing Act* 1919 that the registered proprietor of the land having the benefit of the right of carriageway variable width created on registration of Deposited Plan 1091026 shall only be entitled to use the right of carriageway in accordance with the terms of this Order.

The registered proprietor must:

1 at its own cost and only in accordance with the plans and specifications required and approved by Sydney Water, pier down on either side of Sydney Water's watermain located within that part of Lot 101 Deposited Plan 1091026 burdened by the right of carriageway and construct a suspended bridge over that part of the right of carriageway which is directly over Sydney Water's watermain.

2 at its own cost, keep, maintain, repair and if required by Sydney Water Corporation, reconstruct the piers and bridge crossing to the standard required by Sydney Water.

3 indemnify Sydney Water for all damage caused as a result of any watermain break or maintenance work carried out by Sydney Water, its servants or agents on Sydney Water's watermain PROVIDED THAT Sydney Water Corporation shall only be responsible after any such main break or maintenance of its watermain for making the said land safe for use unless any damage to the piers or bridge crossing was caused solely through the negligence of Sydney Water Corporation, its servants, agents, contractors or successors.

4 at all times bear all risk of and responsibility and liability for or in connection with damage to Sydney Water's watermain or to any property (real or personal) or injury to any person (including death) at any time in or upon the said land arising from a break of or maintenance to Sydney Water's watermain or arising from construction or maintenance of the piers or bridge crossing or the existence thereof or arising from the use of the right of carriageway, piers and bridge crossing and the registered proprietor releases to the full extent permitted by law Sydney Water Corporation its agents, employees, contractors, successors and assigns from all suits, actions, demands, claims or damages of every kind resulting from any accident, damage or injury of whatsoever nature to any property (real or personal) or persons (including death) occurring therein and in connection with use of the right of carriageway, piers or bridge crossing or the existence of such piers or bridge crossing PROVIDED THAT in the case of any break of or in or maintenance to Sydney Water's main the damage or injury has been or is caused or contributed to, either directly or indirectly by the wilful, unlawful or negligent act, default or omission of the registered proprietor, their servants, agents, employees, contractors, invitees or successors.

5 at all times bear all risk of and responsibility and reliability for and in connection with any damage which may be caused by the registered proprietor or persons other than Sydney Water to Sydney Water's watermain during any construction or maintenance works within the right of carriageway.

6 not make or permit or suffer to be made any alteration to the existing surface levels of the right of carriageway by any means whatsoever other than to construct and seal in a reasonable and workmanlike manner and maintain in a proper state of repair at their own cost, an access road (in addition to the bridge crossing referred to above) within the right of carriageway to provide all weather access to the land having the benefit of the right of carriageway.

7 not place or permit or suffer to be placed or stacked or remain on the right of carriageway any construction materials or any article of plant or other stores filling rubbish or other material whatsoever.

8 not erect, construct or place upon the right of carriageway or permit or suffer to be erected, constructed or placed on the right of carriageway any building or other structure except the piers and bridge crossing previously referred to.

9 not use or permit or suffer the right of carriageway to be used in a way which would prevent or obstruct Sydney Water Corporation its servants or agents from gaining access to Sydney Water's watermain at any time, day or night.

10 not park any vehicle or permit or suffer any vehicles to be parked on the right of carriageway AND Sydney Water Corporation shall be entitled to remove any vehicles parked on the right of carriageway when required.

11 acknowledge Sydney Water, its servants and agents will have full access to the right of carriageway by day or night for maintenance purposes in respect of Sydney Water's watermain and for the purposes of discharging its statutory functions under *Sydney Water Act* 1994 and Sydney Water shall not be obliged during any such period of user on its part to provide any or any alternative access to the land having the benefit of the right of carriageway NOTWITHSTANDING that the access and user by Sydney Water Corporation referred to above shall interfere with the use of the right of carriageway by any person entitled.

12 must not deviate and will not permit or suffer any other person to deviate from the right of carriageway.

13 only use or permit or suffer to be used in passing over and along the right of carriageway any vehicle having a gross weight not exceeding the gross weight notified in writing from time to time by Sydney Water acting reasonably on the advice provided by a qualified and suitably experienced structural engineer to the registered proprietor.

Req:R858829 /Doc:DL AC524610 /Rev:27-Sep-2006 /Sts:NO.OK /Prt:06-Oct-2011 06:26 /Pgs:ALL /Seq:4 of 4
Ref:51011249 /Src:M

Sydney Water Corporation shall be the body empowered to release, vary or modify the terms of this positive covenant.

Dated: 19th September 2006

SIGNED for and on behalf of **SYDNEY WATER CORPORATION** by its duly appointed attorneys .....
JEFFREY FRANCIS COLENSO
and Ross Roland Wynn
pursuant to Power of Attorney registered Book 4465 No 323 in the presence of:

.....
Signature of witness

Carolina de Wolff
Name of witness

115-123 Bathurst Street
SYDNEY NSW 2000
Address of witness

Req:R858830 /Doc:DP 0270670 B /Rev:23-Jun-2010 /Sts:SC.OK /Prt:06-Oct-2011 06:26 /Pgs:ALL /Seq:1 of 13
Ref:51011249 /Src:M

DP270670

COVER SHEET FOR SECTION 88B INSTRUMENT

ATTENTION

A Community Plan may be subject to future subdivision that could also contain a Section 88B Instrument. This instrument could then comprise separate documents registered on different dates.

Particulars of each document are as follows:-

Document Number	Plan/Instrument Registration Date	Number of Sheets in Plan	Number of Sheets in Section 88B Instrument
Document 1	23.6.2010	4	12

TOTAL NUMBER OF SHEETS OF SECTION 88B INSTRUMENT IMAGED (INCLUDING COVER SHEET) [ ]

Instrument setting out terms of Easements or Profits á Pendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Lengths are in Metres

Sheet 1 of 12 Sheets ePlan (DOC.1)

Plan: DP270670

Plan of Subdivision of Lot 100 DP1091026 covered by Council's Subdivision Certificate No. 10767

Full Name and address of the owner(s) of the land:

BHY AUSTRALIA PTY LTD
ACN 124 130 516
Level 5, 30 Alfred Street
MILSONS POINT NSW 2061

Part 1

	Identity of Easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement to Drain Water 1.2 & 3 Wide	3 4 5	2 2, 3 2, 3, 4
2.	Easement to Drain Water 1.2 Wide	6 7	1, 2, 3, 4, 5, Sydney Water Corporation 1, 2, 3, 4, 5, 6, 8, Sydney Water Corporation
3.	Easement for Water Supply Purposes 2.5 Wide	1, 2, 3, 4, 5, 6, 7, 8	Sydney Water Corporation
4.	Easement for Water Supply Purposes 2.675 Wide	1, 2	Sydney Water Corporation
5.	Easement for Access & Drainage Purposes 11.5 Wide & Variable	1, 2	Sydney Water Corporation
6.	Positive Covenant	1, 2, 3, 4, 5, 6, 7, 8	Sydney Water Corporation
7.	Restriction on Use of Land	1	Warringah Council
8.	Positive Covenant	1	Warringah Council
9.	Restriction on Use of Land	1	Warringah Council
10.	Positive Covenant	1	Warringah Council
11.	Easement for Services 11.5 Wide & Variable	1 2	2, 3, 4, 5, 6, 7, 8 3, 4, 5, 6, 7, 8

APPROVED BY WARRINGAH COUNCIL.....
Authorised Officer

Lengths are in Metres

 ePlan (DOC.1)

Plan: DP270670

Plan of Subdivision of Lot 100 DP1091026 covered by Council's Subdivision Certificate No. 10767

Part 1 (cont)

	Identity of Easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
12.	Restriction on Use of Land	2 to 8 inclusive	Warringah Council
13.	Restriction on Use of Land	Each 1 to 8 inclusive	Every other Lot 1 to 8 inclusive

APPROVED BY WARRINGAH COUNCIL .....

Authorised Officer

Lengths are in Metres

 ePlan (DOC.1)

Plan: DP270670

Plan of Subdivision of Lot 100 DP1091026 covered by Council's Subdivision Certificate No. 10767

Part 2

Terms of easement, profit á pendre, restriction or positive covenant numbered 3 in the plan.

An Easement for Water Supply Purposes in the terms set out in PART 1 of Memorandum 5736755 filed in the office of Land and Property Information NSW.

The terms of this Easement are to be read in conjunction with the terms of the Easement for Access and Drainage Purposes and the Positive Covenant numbered 5 and 6 in the plan.

Name of authority empowered to release, vary or modify easement numbered 3 in the plan is Sydney Water Corporation.

Terms of easement, profit á pendre, restriction or positive covenant numbered 4 in the plan.

An Easement for Water Supply Purposes in the terms set out in PART 1 of Memorandum 5736755 filed in the office of Land and Property Information NSW.

The terms of this Easement are to be read in conjunction with the terms of the Easement for Access and Drainage Purposes and the Positive Covenant numbered 5 and 6 in the plan.

Name of authority empowered to release, vary or modify easement numbered 4 in the plan is Sydney Water Corporation.

Terms of easement, profit á pendre, restriction or positive covenant numbered 5 in the plan.

An Easement for Access and Drainage Purposes in the terms set out in PART 2 of Memorandum 5736755 filed in the office of Land and Property Information NSW.

The terms of this Easement are to be read in conjunction with the terms of the Easement for Water Supply Purposes numbered 3 and 4 in the plan and the Positive Covenant numbered 6 in the plan.

Name of authority empowered to release, vary or modify easement numbered 5 in the plan is Sydney Water Corporation.

APPROVED BY WARRINGAH COUNCIL .....

Authorised Officer

Lengths are in Metres

 ePlan (DOC.1)

Plan: DP270670

Plan of Subdivision of Lot 100 DP1091026 covered by Council's Subdivision Certificate No. 10767

Part 2 (cont)

Terms of easement, profit á pendre, restriction or positive covenant numbered 6 in the plan.

A Positive Covenant in the terms set out in PART 3 of Memorandum 5736755 filed in the office of Land and Property Information NSW.

The terms of this Easement are to be read in conjunction with the terms of the Easement for Water Supply Purposes numbered 3 and 4 in the plan and the Easement for Access and Drainage Purposes numbered 5 in the plan.

Name of Authority empowered to release, vary or modify the Positive Covenant numbered 6 in the plan is Sydney Water Corporation.

Terms of easement, profit á pendre, restriction or positive covenant numbered 7 in the plan.

The registered proprietor covenant with the Warringah Council (Council) in respect to the structure erected on the land described as water quality filter unit shown on plans approved by the Council No. 2007/1061 (hereinafter called "the system").

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

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

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

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

   For the purposes of this covenant:

   Structure and Works shall mean the water quality filter unit constructed on that part of the lot hereby burdened within the area denoted 'J' on the abovementioned plan designed to filter stormwater on the land.

   The Act shall mean the Conveyancing Act 1919.

Name of authority empowered to release, vary or modify easement numbered 7 in the plan is Warringah Council.

APPROVED BY WARRINGAH COUNCIL .....

Authorised Officer

Lengths are in Metres

Sheet 5 of 12 Sheets ePlan (DOC.1)

Plan: DP270670

Plan of Subdivision of Lot 100 DP1091026 covered by Council's Subdivision Certificate No. 10767

Part 2 (cont)

Terms of easement, profit á pendre, restriction or positive covenant numbered 8 in the plan.

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

I. The registered proprietor will:

i keep the structure and works clean and free from silt, rubbish and debris

ii. maintain and repair at the sole expense of the registered proprietors the whole of the structure and works so that it functions in a safe and efficient manner.

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

III. The registered proprietors shall indemnify the Council and any adjoining land owners against any claims for damages arising from the failure of any component of the water quality filter unit, or failure to clean, maintain and repair the water quality filter unit.

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

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

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

APPROVED BY WARRINGAH COUNCIL .....
Authorised Officer

Lengths are in Metres

Sheet 6 of 12 Sheets ePlan (DOC.1)

Plan: DP270670

Plan of Subdivision of Lot 100 DP1091026 covered by Council's Subdivision Certificate No. 10767

Part 2 (cont)

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

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

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

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

For the purposes of this covenant:

Structure and Works shall mean the water quality filter unit constructed on the land within that part of the lot hereby burdened denoted 'J' on the abovementioned plan designed to filter stormwater on the land.

The Act means the Conveyancing Act 1919.

Name of authority empowered to release, vary or modify positive covenant numbered 8 in the plan is Warringah Council.

Terms of easement, profit á pendre, restriction or positive covenant numbered 9 in the plan.

The registered proprietor covenant with the Warringah Council (Council) in respect to the structure erected on the land described as "on-site stormwater detention system" (which expression includes all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater) shown on plans approved by the Council No. 2007/1061 (hereinafter called "the system").

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

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

APPROVED BY WARRINGAH COUNCIL .....

Authorised Officer

Lengths are in Metres

Sheet 7 of 12 Sheets

ePlan (DOC.1)

Plan: DP270670

Plan of Subdivision of Lot 100 DP1091026 covered by Council's Subdivision Certificate No. 10767

Part 2 (cont)

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

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

For the purposes of this covenant:

Structure and Works shall mean the on-site stormwater detention system constructed on the land within that part of the lot hereby burdened denoted 'K' on the abovementioned plan including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act shall mean the Conveyancing Act 1919.

Name of authority empowered to release, vary or modify easement numbered 9 in the plan is Warringah Council.

Terms of easement, profit á pendre, restriction or positive covenant numbered 10 in the plan.

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

I. The registered proprietor will:

i. keep the structure and works clean and free from silt, rubbish and debris

ii. maintain and repair at the sole expense of the registered proprietors the whole of the structure and works so that it functions in a safe and efficient manner.

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

III. The registered proprietors shall indemnify the Council and any adjoining land owners against any claims for damages arising from the failure of any component of the water quality unit, or failure to clean, maintain and repair the water quality unit.

APPROVED BY WARRINGAH COUNCIL .....

Authorised Officer

ePlan (DOC.1)

Lengths are in Metres

Sheet 8 of 14 Sheets

Plan: DP270670

Plan of Subdivision of Lot 100 DP1091026 covered by Council's Subdivision Certificate No. 0767

Part 2 (cont)

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

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

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

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

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

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

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

For the purposes of this covenant:

Structure and Works shall mean the on-site stormwater detention system constructed on the land within that part of the lot hereby burdened denoted 'K' on the abovementioned plan including all gutters, pipes,drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act means the Conveyancing Act 1919.

Name of authority empowered to release, vary or modify positive covenant numbered 10 in the plan is Warringah Council.

APPROVED BY WARRINGAH COUNCIL .....

Authorised Officer

ePlan (DOC.1)

Lengths are in Metres

Sheet 9 of 12 Sheets

Plan: DP270670

Plan of Subdivision of Lot 100 DP1091026 covered by Council's Subdivision Certificate No. 10767

Part 2 (cont)

Terms of easement, profit á pendre, restriction or positive covenant numbered 12 in the plan.

No dwelling shall be constructed on the lot hereby burdened outside the building envelope area denoted 'H' on the above mentioned plan.

Name of Authority empowered to release, vary or modify the Restriction numbered 12 in the plan is Warringah Council.

Terms of easement, profit á pendre, restriction or positive covenant numbered 13 in the plan.

No fence shall be erected on each lot burdened to divide it from any adjoining land owned by BHY Australia Pty Ltd without the consent of BHY Australia Pty Ltd or its successors other than purchasers on sale but consent will not be withheld if such fencing is erected without expense to BHY Australia Pty Ltd or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by BHY Australia Pty Ltd or its successors other than purchasers on sale.

APPROVED BY WARRINGAH COUNCIL .....

Authorised Officer

ePlan (DOC.1)

Lengths are in Metres

Sheet 10 of 12 Sheets

Plan: DP270670

Plan of Subdivision of Lot 100 DP1091026 covered by Council's Subdivision Certificate No. 10767

Part 2

Executed by)
BHY AUSTRALIA PTY LTD)
(ACN 124 130 516))
In accordance with section 127 (1) of the)
Corporations Act 2001 (C'with) by the)
Authority of its directors:

.....
(Signature of Secretary)

GARY LISLE HANSWORTH
(Printed Name of Secretary)

.....
(Signature of Director)

PHILLIP JOHN BURGE
(Printed Name of Director)

APPROVED BY WARRINGAH COUNCIL .....
Authorised Officer

ePlan (DOC.1)

Lengths are in Metres

Sheet 11 of 14 Sheets

Plan: DP270670

Plan of Subdivision of Lot 100 DP1091026 covered by Council's Subdivision Certificate No. 10767

Part 2

~~Signed for SYDNEY WATER CORPORATION~~)
by its Attorneys)
.....
.....
who hereby state at the time of executing this)
instrument have no notice of the revocation)
of the Power of Attorney Registered No.)
Book under the Authority of which this)
instrument has been executed)

.....
~~Signature of Witness~~
.....
Name of Witness

Certified correct for the purposes of the Real Property Act 1900 by the Attorney
SIGNED by.....Raymond Timms..as attorney for Westpac Banking Corporation under power of attorney Book 4209 no. 332

.....
(Signature) Tier Three Attorney
By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.

I certify that the attorney for the Attorney
with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness:

Name of witness: Mary Travers

Address of witness: 1 King Street
Concord West NSW

APPROVED BY WARRINGAH COUNCIL .....
Authorised Officer

Lengths are in Metres

Sheet 14 of 14 Sheets

ePlan (DOC.1)

Plan: DP270670

Plan of Subdivision of Lot 100 DP1091026 covered by Council's Subdivision Certificate No. 1077

Part 2

Signed for SYDNEY WATER CORPORATION)
by its Attorneys)
MARK ROWLEY and
PETER VINCENT BYRNE
who hereby state at the time of executing this)
instrument have no notice of the revocation)
of the Power of Attorney Registered No. 606)
Book 4541 under the Authority of which this)
instrument has been executed)

M Rowley

David Abel
Signature of Witness
DAVID ABEL
Name of Witness

REGISTERED 23.6.2010

APPROVED BY WARRINGAH COUNCIL .....
Authorised Officer

2.23C

Warringah Council

Section 149 (2) Environmental Planning and Assessment Act, 1979 (As Amended)

Date Printed: 07 October 2011

Certificate Number: PLC2011/4172

Applicant Reference: 51011249/827151

Receipt Number: 100140969

Leap Searching
DX 578
SYDNEY

Property Address: 2 Irma Place FRENCHS FOREST NSW 2086

Legal Description: Lot 3 DP 270670

Property ID: 330135

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

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

Warringah Local Environmental Plan 2000

See Attachment "A" for all other environmental planning instruments that apply to the carrying out of development on the land

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

Draft State Environmental Planning Policy (Competition) 2010

Draft Warringah Local Environmental Plan 2009

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

Warringah Development Control Plan, and

Warringah Development Control Plan – Belrose Road Corridor, applies to all land that lies within the C11 Belrose Road Corridor Locality of Warringah Local Environmental Plan 2000.

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

2. *Zoning and land use under relevant LEPs*

2.1 *Zoning and land use under WLEP 2000*

(a) The Land is identified by WLEP 2000 as being within:-

Locality:

C1 Middle Harbour Suburbs

A Medium Density Area:

No

A Local Retail Centre:

No

A Crossed Hatched Area:

No

Public Open Space:

No

A Local Public Open Space Reservation:

No

A Regional Public Open Space Reservation:

No

An Arterial Road Reservation:

No

A Heritage Conservation Area:

Refer Locality Statement (attached)

An Archaeological Site:

No

(b) The purposes for which WLEP 2000 provides that development may be carried out within this locality without the need for development consent.

Clause 7 of WLEP 2000 provides that all development requires consent except:-

(i) exempt development, being development of minimal environmental impact identified in Schedule 1 (Exempt Development) when carried out in accordance with the requirements of that Schedule, and
(ii) development identified in Schedule 2 (Other Development not requiring consent), when carried out in accordance with the requirements of that Schedule.

(c) The purposes for which WLEP 2000 provides that development is prohibited within the locality.

Clause 10 of WLEP 2000 provides that the following development is prohibited:-
(i) development identified as being prohibited within a Locality Statement, and
(ii) signs of the type listed in Schedule 4 (Prohibited Signs).

(d)Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the minimum land dimensions so fixed.

The erection of a dwelling house is permitted subject to any housing density requirements set out in the attached locality statement.

(e) Whether the land includes or comprises critical habitat.

Reference should be made to the registers of critical habitat kept by the National Parks and Wildlife Service under the Threatened Species Conservation Act 1995 and the Department of Fisheries under the Fisheries Management Act 1994.

(f) Whether the land is in a conservation area.

Refer Locality Statement (attached)

(g) Whether a heritage item is situated on the land.

Refer Locality Statement (attached)

2.2 *Zoning and land use under Draft Warringah Local Environmental Plan 2009*

(a) The land is identified by Draft Warringah Local Environmental Plan 2009 as being within the following zone.

Draft LEP - Land zoned R2 Low Density Residential

(b) The purposes for which Draft Warringah Local Environmental Plan 2009 provides that development may be carried out within the zone without the need for development consent.

Part 3 of Draft Warringah Local Environmental Plan 2009 provides that development specified in Schedule 2 (Exempt Development) that meets the standards for development contained in that schedule and that complies with the requirements of Part 3 is exempt development.

(c) The purposes for which Draft Warringah Local Environmental Plan 2009 provides that development may not be carried out within the zone except with development consent.

Please refer to the extracts of draft Warringah Local Environmental Plan 2009 (attached)

(d) The purposes for which Draft Warringah Local Environmental Plan 2009 provides that development is prohibited within the zone.

Please refer to the extracts of draft Warringah Local Environmental Plan 2009 (attached)

(e) Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the minimum land dimensions so fixed.

No

(f) Whether the land includes or comprises critical habitat.

Reference should be made to the registers of critical habitat kept by the National Parks and Wildlife Service under the Threatened Species Conservation Act 1995 and the Department of Fisheries under the Fisheries Management Act 1994.

(g) Whether the land is in a conservation area.

No

(h) Whether an item of environmental heritage is situated on the land

No

3. *Whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (c) and (d) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

(a) May Complying Development under the General Housing Code be carried out on the land?

Yes

(b) May Complying Development under the Rural Housing Code be carried out on the land?

Yes

(c) May Complying Development under the Housing Alterations Code be carried out on the land?

Yes

(d) May Complying Development under the General Development Code be carried out on the land?

Yes

(e) May Complying Development under the General Commercial and Industrial Code be carried out on the land?

Yes

(f) May Complying Development under the Subdivision Code be carried out on the land?

Yes

(g) May Complying Development under the Demolition Code be carried out on the land?

Yes

4. *Whether or not the land is affected by the operation of section 38 or 39 of the Coastal Protection Act 1979, but only to the extent that the Council has been so notified by the Department of Public Works.*

No. Council has not received any notification that the land is affected by the operation of Sections 38 or 39 of the Coastal Protection Act 1979.

4A. ***Information relating to beaches and coasts***

(1) Whether an order has been made under Part 4D of the Coastal Protection Act 1979 in relation to emergency coastal protection works (within the meaning of that Act) on the land (Or on public land adjacent to that land), except if Council is satisfied that such an order has been fully complied with.

No

(2) (a) Whether Council has been notified under section 55X of the Coastal Protection Act 1979 that emergency coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land).

No

(b) if works have been so placed – whether Council is satisfied that the works have been removed and the land restored in accordance with that Act.

Not Applicable

(3) such information (if any) as is required by the regulations under section 56B of the Coastal Protection Act 1979 to be included in the planning certificate and of which the council has been notified pursuant to those regulations.

No

4B. ***Annual Charges for coastal protection services under Local Government Act 1993***

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

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

No

5. *Whether or not the land is proclaimed to be a mine subsidence district within the meaning of Section 15 of the Mines Subsidence Compensation Act 1961*

No

6. *Whether or not the land is affected by any road widening or road realignment under:-*

(a) Division 2 of Part 3 of the Roads Act 1993.

No

(b) any environmental planning instrument

No

(c) any resolution of Council.

No

7. *Whether or not the land is affected by a policy that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulfate soils, or any other risk (other then flooding):-*

(a) as adopted by Council

No

(b) 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.

Bushfire Prone Land

7A. *Flood related development controls information*

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

No

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

No

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

8. *Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act.*

If answer is YES in question 2 to any of the points Public Open Space, Local Public Open Space Reservation, Regional Public Open Space Reservation, Local Road Reservation or Arterial Road Reservation on this certificate then the answer to this question is "YES".

9. *The name of each contributions plan applying to the land*

Warringah Section 94A Development Contributions Plan 2011 (adopted 28 June 2011). Please contact Council's Planning and Assessment Counter for more information.

10. *Whether the land is land to which a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 relates (but only if council has been notified of the existence of the agreement by the Director-General of the Department of Environment and Climate Change and Water)?*

No

11. *Bush Fire Prone Land*

Yes

12. *Is the land subject to a property vegetation plan made under the Native Vegetation Act 2003?*

No

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

No

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

No

15. *(a) Is there a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land?*

No
For what period is the certificate current?

not applicable

A copy of the site compatibility certificate may be obtained from the head office of the Department of Planning.

(b) Are there any terms of a kind referred to in clause 18(2) of the State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

No

16. *Is there a valid site compatibility certificate (infrastructure), of which the council is aware, in respect of proposed development on the land?*

No
For what period is the certificate current?

not applicable

A copy of the site compatibility certificate may be obtained from the head office of the Department of Planning.

17. *(a) Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land?*

No
For what period is the certificate current?

Not Applicable

A copy of the site compatibility certificate may be obtained from the head office of the Department of Planning.

(b) Are there any terms of a kind referred to in clause 17(1) or 37 (1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land?

No
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) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

No

(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,

No

(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued,

No

(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,

No

(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

No

Council records do not have sufficient information about the uses (including previous uses) of the land which is the subject of this Section 149 Certificate. To confirm that the land hasn't been used for a purpose which would be likely to have contaminated the land, parties should make their own enquiries as to whether the land may be contaminated.

Notifications issued within Warringah in accordance with the Nation Building and Jobs Plan (State Infrastructure Delivery Act) 2009

The NSW Infrastructure Co-ordinator General has issued an order under Section 23 and an authorisation under Section 24 for the carrying out of development on the sites tabled below. The order and authorisation may exempt these projects from complying with certain development control legislation.

Address	Legal Description	Property Name	Date Issued	Description of Project
Lot 741/ Alfred Street, Narraweena	Lot 742 DP 752038	Narraweena Public School	22 July 2009	A multi-purpose hall and covered outdoor learning area and associated site works.
Lot 2593/ Bundaleer Street, Belrose	Part Lot 2593 DP 752038	Yanginanook School, Belrose	7 September 2009	Extension of the gymnasium to provide a stage, store, toilets, covered area, ramps and associated site works, removal of two trees and landscaping.
6-8 Wyatt Avenue, Belrose	Lot 1 DP 601101	John Colet School	24 September 2009	Construction of a covered outdoor learning area, covered walkway and associated works.
1 Dreadnought Road, Oxford Falls	Lot 10 DP 810343	St Pius X College	8 October 2009	Construction of a multi-purpose hall and associated works.
33 and 35 Myoora Road, Terrey Hills	Lot 1 DP 1132710 and Lot 59 DP 752017	German International School Sydney	12 October 2009	Subdivision of the land, construction of a single storey library building and single storey classroom building, construction of a sports field, extension of an existing internal driveway and a new exit to Myoora Road, and associated works comprising excavation, earthworks, drainage, ramps, pathways, tree removal and landscaping.
220 Forest Way,	Lot 1973 DP 752038	Kamarai Rudolf	7 October	Extension to an existing school building

Warringah Council

Section 149 (2) Environmental Planning and Assessment Act, 1979 (As Amended)

Belrose		Steiner School	2009	comprising a hall/ auditorium, classrooms, amenities, canteen and store rooms, landscaping, pathways, replacement of a roof and associated works.
2-8 Old Pittwater Road, Brookvale	Lot B DP 311452, Lot 1 DP 918786, Lot 2 DP 208793, Lot 1 DP 229795, Lot 14 DP 5876, Lot 1 DP 209019, Lot 13 DP 5876, Lot 17 DP 3674, Lot 1 DP 365898, Lot 15 DP 5876, Lot 2 DP 209019 Lot 1 DP 947905	Brookvale Public School	17 November 2009	Construction of a new library building and internal alterations to two (2) existing buildings, including the demolition of an existing metal clad classroom, relocation of play equipment, erection of a new shade structure, removal of existing areas of hard stand, and associated works.
For further details please contact the Nation Building and Jobs Plan Taskforce on telephone No. 9926 2520				

Warringah Council

Section 149 (2) Environmental Planning and Assessment Act, 1979 (As Amended)

Disclaimer

The Environmental Planning and Assessment Amendment Act 1997 commenced operation on the 1 July 1998. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Amendment) Regulation 1998, Environmental Planning and Assessment (Further Amendment) Regulation 1998 and Environmental Planning and Assessment (Savings and Transitional) Regulation 1998. The locality information in this certificate is based on the Lot and Deposited Plan referred to in this certificate. If the Lot and Deposited Plan is not the current description of the land then this certificate could attribute to incorrect locality. Persons relying on the certificate should satisfy themselves by reference to the Title Deed that the land to which this certificate relates is identical to the land to which they seek to know the locality.

for Rik Hart
GENERAL MANAGER
WARRINGAH COUNCIL

Warringah Council

Section 149 (2) Environmental Planning and Assessment Act, 1979 (As Amended)

ATTACHMENT 'A'
ATTACHMENT TO CERTIFICATE UNDER SECTION 149(2)
OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT

Clause 1.1 of the Section 149(2) Certificate

SYDNEY REGIONAL ENVIRONMENTAL PLAN (Sydney Harbour Catchment) 2005 – Gazetted: 28.09.2005
The plan aims to establish a balance between promoting a prosperous working harbour, maintaining a healthy and sustainable waterway environment and promoting recreational access to the foreshore and waterways. It establishes planning principles and controls for the catchment as a whole.

STATE ENVIRONMENTAL PLANNING POLICY NO. 30 – Intensive Agriculture – Gazetted 08.12.1989. Amended 20.08.1993, 24.02.1995, 11.06.1999 and 04.08.2000
The SEPP introduces consistency in the control of cattle feed lots and piggeries throughout the State by ensuring development consent is required for all cattle feed lots and specifying the information to accompany such applications and the range of matters the consent authority must consider before granting consent.

STATE ENVIRONMENTAL PLANNING POLICY NO.32 –Urban Consolidation (Redevelopment of Urban Land) – Gazetted 15.11.1991
States the Government's intention to ensure that urban consolidation objectives are met in all urban areas throughout the State. The policy:

- Focuses on the redevelopment of urban land that is no longer required for the purposes it is currently zoned or used.
- Encourages local Councils to pursue their own urban consolidation strategies to help implement the aims and objectives of the policy.

Councils will continue to be responsible for the majority of rezoning. The policy sets out guidelines for the Minister to follow when considering whether to initiate a regional environmental plan (REP) to make particular sites available for consolidated urban development. Where a site is rezoned by an REP, the Minister will be the consent authority.

STATE ENVIRONMENTAL PLANNING POLICY NO.50 – Canal Estates – Gazetted 10.11.1997
Bans new canal estates from the date of gazettal, to ensure coastal and aquatic environments are not affected by these developments.

STATE ENVIRONMENTAL PLANNING POLICY NO. 55 – Remediation of Land - Gazetted 28.08.1998
Aims to promote the remediation of contaminated land for the purpose of reducing the risk of harm to human health or any other aspect of the environment. The policy applies to the whole state, to ensure that remediation is permissible development and is always carried out to a high standard. It specifies when consent is required for remediation and lists considerations that are relevant when rezoning land and determining development applications.

STATE ENVIRONMENTAL PLANNING POLICY NO. 62 – Sustainable Aquaculture -Gazetted: 01.10.2000.
The plan aims to encourage sustainable aquaculture throughout New South Wales by:

- Making aquaculture permissible under certain zones under the Standard Instrument,
- Setting minimum performance criteria for aquaculture development, and
- Establishing a graduated environmental assessment regime for aquaculture development.

STATE ENVIRONMENTAL PLANNING POLICY NO. 64 – ADVERTISING AND SIGNAGE - Gazetted 16.03.2001
Aims to ensure that outdoor advertising is compatible with the desired amenity and visual character of an area, provides effective communication in suitable locations and is of high quality design and finish. The SEPP was amended in August 2007 to permit and regulate outdoor advertising in transport corridors (e.g. freeways, tollways and rail corridors). The amended SEPP also aims to ensure that public benefits may be derived from advertising along and adjacent to transport corridors. Transport Corridor Outdoor Advertising and Signage Guidelines (DOP July 2007) provides information on design criteria, road safety and public benefit requirements for SEPP 64 development applications.

STATE ENVIRONMENTAL PLANNING POLICY NO. 65 – Design Quality of Residential Flat Development - Gazetted 26.07.2002. Aims to improve the design quality of residential flat development in New South Wales.

STATE ENVIRONMENTAL PLANNING POLICY NO. 71 - Coastal Protection - Gazetted 01.11.2002 (and in force in Warringah from 18.11.2005) Aims to protect and manage the natural, cultural, recreational and economic attributes of the New South Wales coast. The policy identifies sensitive coastal locations and sets down additional planning criteria to be considered in these areas.

STATE ENVIRONMENTAL PLANNING POLICY (Housing for Seniors or People with a Disability) 2004 - Gazetted 31.03.2004; Repealed by SEPP (Seniors Living) Housing for Seniors or People with a Disability) 2004 and effective 12.10.07.

Aims to encourage the provision of housing (including residential care facilities) that will:

(a) Increase the supply and diversity of residences that meet the needs of seniors or people with a disability, and
(b) Make efficient use of existing infrastructure and services, and
(c) Be of good design.

STATE ENVIRONMENTAL PLANNING POLICY (Building Sustainability Index: BASIX) 2004 - Gazetted 25.06.2004. The aim of the policy is to encourage sustainable residential development (*the BASIX scheme*), specifically to achieve a reduction in the consumption of water and reduction in energy use leading to less green house gas emissions.

STATE ENVIRONMENTAL PLANNING POLICY (Sydney Metropolitan Water Supply) 2004 - Gazetted 24.12.2004. The aims of the policy are to facilitate development for water supply infrastructure to enable deep water extraction from dams, and to facilitate investigation into the availability of groundwater to augment water supply to the Sydney metropolitan area (including the carrying out of exploratory drilling).

STATE ENVIRONMENTAL PLANNING POLICY (Temporary Structures and Places of Public Entertainment 2007 – Gazetted 28.09.2007, effective 26.10.07. Provides for the erection of temporary structures and the use of places of public entertainment while protecting public safety and local amenity. The SEPP supports the transfer of the regulation of places of public entertainment and temporary structures (such as tents, marquees and booths) from the Local Government Act 1993 to the Environmental Planning and Assessment Act 1979.

Aims to ensure the provision of safety measures for uses of temporary structures or POPE, to encourage the protection of the environment at these locations, and to specify circumstances under which these structures and uses can be considered exempt or complying development. Also aims to promote job creation and increase access for places of public entertainment.

STATE ENVIRONMENTAL PLANNING POLICY (MAJOR PROJECTS) 2005
Gazetted: 01.08.05. Formerly known as State Environmental Planning Policy (State Significant Development) 2005. Defines certain developments that are major projects under Part 3A of the Environmental Planning and Assessment Act 1979 and determined by the Minister for Planning. The SEPP also lists State significant sites. The policy repeals SEPP 34 and SEPP 38, as well as provisions in numerous other planning instruments, declarations and directions.

STATE ENVIRONMENTAL PLANNING POLICY (Sydney Region Growth Centres) 2006
Gazetted: 28.07.06. Abstract: Provides for the coordinated release of land for residential, employment and other urban development in the North West and South West growth centres of the Sydney Region (in conjunction with Environmental Planning and Assessment Regulation relating to precinct planning).

STATE ENVIRONMENTAL PLANNING POLICY (INFRASTRUCTURE) 2007
Gazetted: 21 December 2007; Commenced: 1 January 2008. Facilitates the delivery of public infrastructure and provision of services across the State by providing a consistent planning regime for this purpose; greater flexibility of location of infrastructure and provisions for development, redevelopment and disposal of surplus government owned land.

STATE ENVIRONMENTAL PLANNING POLICY (REPEAL OF CONCURRENCE AND REFERRAL PROVISIONS) 2008
Gazetted: 12.12.2008; Commencement: 15.12.2008. The SEPP aims to improve efficiency in the planning system by removing duplicative or unnecessary requirements in environmental planning instruments (EPIs) to consult with State agencies (government departments) on planning decisions.

STATE ENVIRONMENTAL PLANNING POLICY (EXEMPT AND COMPLYING DEVELOPMENT CODES) 2008
Gazetted: 12.12.2008 – Commenced 27.02.2009
Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, types of complying development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

STATE ENVIRONMENTAL PLANNING POLICY (AFFORDABLE RENTAL HOUSING) 2009
Published: 31.07.2009; Commencement 31.07.2009. The policy aims to better encourage home owners, social housing providers and developers to invest and create new affordable rental housing to meet the needs of our growing population and existing residents.

Appendix C Middle Harbour Suburbs Locality Statements

LOCALITY C1 MIDDLE HARBOUR SUBURBS

DESIRED FUTURE CHARACTER

The Middle Harbour Suburbs locality will remain characterised by detached-style housing in landscaped settings interspersed by a range of complementary and compatible uses. The land adjacent to Middle Harbour and occupied by the Mosman Rowing Club will be retained for low-scale recreational use sympathetic to its natural setting. The land occupied by the Killarney Heights Tennis Centre at Lot 841 DP 210006 and land occupied by the Killarney Heights Swim Centre at Lot 854 DP 210006 on Tralee Avenue and the land occupied by Belrose Bowling Club at Lot 2 DP 851739 on Forest Way, will continue to be used only as recreation facilities.

The south-west section of the Killarney Heights High School grounds contains bushland and rock outcrops: this area may be developed for housing. Development in this section will recognise the bushland outlook, views and privacy enjoyed from residences adjoining the northern and western boundaries of the site and ensure development reasonably maintains these qualities. The retention of existing landscaping is encouraged, where practical.

Future development will maintain the visual pattern and predominant scale of existing detached style housing in the locality. The streets will be characterised by landscaped front gardens and consistent front building setbacks. Unless exemptions are made to the housing density standard in this locality statement, any subdivision of land is to be consistent with the predominant pattern, size and configuration of existing allotments in the locality.

The relationship of the locality to the surrounding bushland will be reinforced by protecting and enhancing the spread of indigenous tree canopy and preserving the natural landscape, including rock outcrops, remnant bushland and natural watercourses. The use of materials that blend with the colours and textures of the natural landscape will be encouraged.

Development on hillsides or in the vicinity of ridgetops must integrate with the natural landscape and topography. Development on land which adjoins Middle Harbour shall have regard to the principles contained in Schedule 14.

The locality will continue to be served by the existing local retail centres in the areas shown on the map. Future development in these centres will be in accordance with the general principles of development control listed in clause 39.

Future development of the environmentally sensitive land shown cross-hatched on the map will be limited to one dwelling per allotment. Such dwelling will be constructed having regard to the constraints, potential instability, visual sensitivity and impact on the water quality of Middle Harbour.

LAND USE

Category One

Development for the purpose of the following, except within the local retail centres shown on the map:

- housing (except at Lots 841 and 854, DP 210006, Killarney Heights Tennis Centre and Swim Centre and the Mosman Rowing Club and Lot 2 DP 851739, Belrose Bowling Club)
- recreation facilities (Lots 841 and 854, DP 210006, Killarney Heights Tennis Centre and Swim Centre and the Mosman Rowing Club and Lot 2 DP 851739, Belrose Bowling Club)

Development for the purpose of the following only within the local retail centres shown on the map:

- business premises
- health consulting rooms
- housing (not on ground floor)
- housing for older people or people with disabilities (not on ground floor)
- medical centres
- offices
- restaurants
- shops

Note. With the exception of health consulting rooms, housing and housing for older people or people with disabilities, this development is Category 3 in the remainder of the locality.

Category Two

Development for the purpose of the following:

- child care centres

- community facilities
- further education
- health consulting rooms
- hospitals
- housing for older people or people with disabilities
- places of worship
- primary schools
- veterinary hospitals
- other buildings, works, places or land uses that are not prohibited or in Category 1 or 3.

Category Three

Development for the purpose of the following:

- agriculture
- animal boarding or training establishments
- bulky goods shops
- entertainment facilities
- hire establishments
- hotels
- industries
- motor showrooms
- recreation facilities, unless the Locality Statement provides otherwise
- registered clubs
- retail plant nurseries
- service stations
- short term accommodation
- vehicle repair stations
- warehouses

For land outside local retail centres, also development that is Category 1 within those centres, except development for the purpose of health consulting rooms, housing and housing for older people or people with a disability.

On land shown cross-hatched on the map, any development other than for the purpose of bushfire hazard reduction.

PROHIBITED DEVELOPMENT

Development for the purpose of the following is prohibited within this locality:

- brothels
- extractive industries
- heliports
- potentially hazardous industries
- potentially offensive industries
- vehicle body repair workshops

Canal estate development is also prohibited within this locality.

BUILT FORM

Housing density

The maximum housing density is 1 dwelling for 600m^2 of site area (which does not include the area of any access corridor, whether such access corridor is to be created or is in existence at the time of application for development consent).

To measure housing density

- the site area is divided by the number of dwellings proposed on the site, including any existing dwellings which are to be retained, and
- the site is the allotment which existed on the day this plan came to effect, and
- granny flats are not considered to be a dwelling and are limited to one per allotment.

In calculating housing density, the area of any access corridor (including any right-of-carriageway, access handle, accessway or other area that provides for vehicle access) is to be excluded, whether that access corridor is to be created or is in existence at the time of application for subdivision.

This control does not apply:

(a) where this standard would prevent an existing allotment accommodating one dwelling,

(b) for housing for older people or people with disabilities, where the site area per dwelling may be reduced provided the buildings are sited and designed and landscaping used to ensure the development relates favourably to the pattern, scale and landscape character of the street and surrounding development and the development conforms with the minimum standards set out in clause 29, or

(c) for housing located within a local retail centre.

Building height

Buildings are not to exceed 8.5 metres in height, where height is the distance measured vertically between the topmost point of the building (not being a vent or chimney or the like) and the natural ground level below.

Buildings are not to exceed 7.2 metres from natural ground level to the underside of the ceiling on the uppermost floor of the building (excluding habitable areas located wholly within a roof space), but this standard may be relaxed on sites with slopes greater than 20 per cent within the building platform (measured at the base of the walls of the building), provided the building does not exceed the 8.5 metre height standard, is designed and located to minimise the bulk of the building and has minimal visual impact when viewed from the downslope sides of the land.

Buildings within the south-west corner of the Killarney Heights High School grounds where they adjoin existing development off Greystones Road must not exceed 1 storey or 5 metres.

Buildings must comply with both the maximum height measured in storeys and the maximum height measured in metres.

Note. A covenant will limit the above control to one storey

To measure the height of a building:

- the maximum height in metres is the distance measured vertically between the topmost point of the building (not being a vent or chimney or the like) and the natural ground level below,
- a storey is the space between two floors, or the space between any floor and its ceiling or roof above,
- foundation spaces, garages, workshops, store rooms and the like which do not project more than 1 metre above natural ground level (at any point) are not counted as storeys, and

- the number of storeys is the maximum number of storeys which may be intersected by the same vertical line, not being a line which passes through any wall of the building.

Front building setback

Development is to maintain a minimum front building setback. The minimum front building setback is 6.5 metres.

The front building setback area is to be landscaped and generally free of any structures, carparking or site facilities other than driveways, letterboxes and fences.

Consent may be given for development to be carried out within the minimum front setback area:

- on corner blocks or blocks with double street frontage the front building setback may be reduced to a minimum of 3.5 metres for the secondary frontage, but secondary street setback variations must consider the character of the secondary street and the predominant setbacks existing to that street, or
- on allotments constrained by the location and use of existing buildings or the topography, if it is for the provision of carparking.

Rear building setback

The minimum rear building setback is 6 metres.

The rear building setback area is to be landscaped and free of any structures.

To measure the rear building setback:

- the rear building setback is the distance measured perpendicular to the boundary furthest from a public street up to any structure on the allotment.

The rear building setback does not apply to corner allotments.

The rear building setback may be encroached by:

- exempt development, swimming pools and outbuildings which, in total, do not exceed 50 per cent of the rear setback area.

Side boundary envelope and side setback

Buildings must be sited within an envelope determined by projecting planes at 45 degrees from a height of 4 metres above natural ground level at the side boundaries.

The minimum setback from a building to a side boundary is 0.9 metre.

To measure the side boundary envelope and side setback:

- on corner allotments the side boundaries are taken to be the boundaries that do not have frontage to a public street.

Fascias, gutters, downpipes, eaves up to 0.675 metre from the boundary, masonry chimneys, flues, pipes, or other services infrastructure may encroach beyond the side boundary envelope.

Screens or sunblinds, light fittings, electricity or gas meters, or other services infrastructure and structures not more than 1 metre above natural ground level such as unroofed terraces, balconies, landings, steps or ramps may encroach beyond the minimum side setback.

Consent may be granted for development that, to a minor extent, does not comply with:

- the side boundary envelope, to allow the addition of a second storey to an existing dwelling, or
- the side setback, to allow a single storey outbuilding, carport, pergola or the like.

Landscaped open space

The minimum area of landscaped open space is 40 per cent of the site area except on land equal to or greater than 3000m^2 in area, where a 50 per cent minimum shall apply.

To measure an area of landscaped open space:

- impervious surfaces such as driveways, paved areas, roofed areas, tennis courts, car parking and stormwater structures, decks and the like and any areas with a width or length of less than 2 metres are excluded from the landscaped open space area,
- the water surface of swimming pools and impervious surfaces which occur naturally such as rock outcrops are included in the landscaped open space area,
- landscaped open space must be at ground level, and
- the minimum soil depth of land that can be included as landscaped open space is 1 metre.

Landscaping

Within the south-west section of the Killarney Heights High School grounds, landscaping will consist of species that potentially provide food trees for the Glossy Black-cockatoo (*Calyptorhynchus lathami*), in particular, the planting or retention of She-oaks in this section (*Allocasuarina* spp and *Casuarina* spp) is encouraged.

COMPLYING DEVELOPMENT

The following table shows the development which is complying development in this locality. Column A describes the development and Column B shows the requirements that the development must comply with to be complying development.

Column A	Column B
Development for the purpose of:	
Single storey detached houses, being: • construction of new single storey houses. • alterations to single storey houses. • additions to single storey houses. • constructions of carports, garages and outbuildings associated with a dwelling.	As described in Schedule 12 – Part A
Attached houses and apartment buildings, being: • internal alterations to attached houses and apartment buildings (excluding balcony enclosures and other devices which are externally visible). • construction of garages associated with these residential buildings. • outbuildings associated with those residential buildings.	As described in Schedule 12 – Part A
Swimming pools	As described in Schedule 12 – Part B
Business uses, offices and shops, being: • a different use resulting from a change of use from one type of approved business, office or shop use to another type of business, office or shop use. • internal alterations to business premises, offices and shops.	As described in Schedule 12 – Part D

HERITAGE ITEMS

The following items of **local heritage significance** are within this locality:

- Trees – Davidson High School site, Pound Avenue, Davidson
- Former "Holland's Orchard" trees adjacent to Warringah Road, Frenchs Forest
- 45 Grace Avenue, Frenchs Forest

- Former Methodist Church, Forest Way (cnr Naree Road), Frenchs Forest
- 2 Wareham Crescent, Frenchs Forest
- Killarney Heights Village Centre

CONSERVATION AREAS

- Forestville Park, Forestville, as shown on the map

Public Exhibition Draft

Extracts from Warringah Local Environmental Plan 2009

Part 2 - Land Use Table **Permitted and Prohibited Development**

Refer to Clause 2.2 of the Section 149 (2) Certificate.

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 provides 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 harmonious with the natural environment of Warringah.

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Child care centres; Community facilities; Dwelling houses; Earthworks; Educational establishments; Environmental protection works; Exhibition homes; Group homes; Health consulting rooms; Home businesses; Hospitals; Places of public worship; Recreation areas; Roads; Veterinary hospitals

4 Prohibited

Any development not specified in item 2 or 3

2.5 Additional permitted uses for particular land [compulsory]

(1) Development on particular land that is described or referred to in Schedule 1 may be carried out:

(a) with consent, or

(b) if the Schedule so provides--without consent, in accordance with the conditions (if any) specified in that Schedule in relation to that development.

(2) This clause has effect despite anything to the contrary in the Land Use Table or other provision of this Plan.

2.6 Subdivision--consent requirements [compulsory]

(1) Land to which this Plan applies may be subdivided, but only with consent.

(2) However, consent is not required for a subdivision for the purpose only of any one or more of the following:

(a) widening a public road,

(b) a minor realignment of boundaries that does not create:

(i) additional lots or the opportunity for additional dwellings, or

(ii) lots that are smaller than the minimum size shown on the Lot Size Map in relation to the land concerned,

(c) a consolidation of lots that does not create additional lots or the opportunity for additional dwellings,

(d) rectifying an encroachment on a lot,

(e) creating a public reserve,

(f) excising from a lot land that is, or is intended to be, used for public purposes, including drainage purposes, rural fire brigade or other emergency service purposes or public toilets.

Note. If a subdivision is exempt development, the Act enables the subdivision to be carried out without consent.

2.6A Demolition requires consent [local]

The demolition of a building or work may be carried out only with consent.

Note. If the demolition of a building or work is identified in *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* as exempt development, the Act enables it to be carried out without consent.

2.6B Temporary use of land [local]

(1) The objective of this clause is to provide for the temporary use of land if the use does not compromise future development of the land, or have detrimental economic, social, amenity or environmental effects on the land.

(2) Despite any other provision of this Plan, development consent may be granted for development on land in any zone for a temporary purpose for a maximum period of 28 days (whether or not consecutive days) in any period of 12 months.

(3) Development consent must not be granted unless the consent authority is satisfied that:

(a) the temporary use will not prejudice the subsequent carrying outof development on the land in accordance with this Plan and any other applicable environmental planning instrument, and

(b) the temporary use will not adversely impact on any adjoining land or the amenity of the neighbourhood, and

(c) the temporary use and location of any structures related to the use will not adversely impact on environmental attributes or features of the land, or increase the risk of natural hazards that may affect the land, and

(d) at the end of the temporary use period the site will, as far as is practicable, be restored to the condition in which it was before the commencement of the use.

Schedule 1 Additional permitted uses

1 Use of certain land at Hotel, No 8 Aperta Place, Beacon Hill

(1) This clause applies to land at Hotel, No 8 Aperta Place, Beacon Hill, being Lot 7, DP 236335.

(2) Development for the purposes of 1 dwelling house is permitted with consent (provided that the design and construction of the development has regard to the topography, potential slip and sensitive visual character of the land as well as potential loss of views to adjoining or nearby properties.)

2 Use of certain land at Warringah Gravel and Stone Pty Ltd, Challenger Drive, Belrose

(1) This clause applies to so much of the land at Warringah Gravel and Stone Pty Ltd, Challenger Drive, Belrose, shown as "Area 8" on the Additional Permitted Uses Map, that is covered by Licence NumberL308608 (issued by the Department of Lands).

(2) Development for the purposes of extractive industries, recreation facilities (indoor) or recreation facilities (outdoor) is permitted with consent.

3 Use of certain land at Hotel, 5 Hews Parade, Belrose

(1) This clause applies to land at Hotel, 5 Hews Parade, Belrose, being Lot6, DP 834036.

(2) Development for the purposes of pubs is permitted with consent.

4 Use of certain land at the intersection of Mona Vale Road and Forest Way, Belrose

(1) This clause applies to land at the intersection of Mona Vale Road and Forest Way, Belrose, shown as "Area 2" on the Additional Permitted Uses Map.

(2) Development for the purposes of bulky goods premises, business premises (with a gross floor area not exceeding 2,500m^2), function centres, hotel or motel accommodation (that incorporates function centres), pubs (that incorporate function centres), retail premises (with a gross floor area not exceeding 2,500m^2) is permitted with consent.

5 Use of certain land in the vicinity of Pittwater Road and Roger Street, Brookvale

(1) This clause applies to land in the vicinity of Pittwater Road and Roger Street, Brookvale, shown as "Area 9" on the Additional Permitted Uses Map.

(2) Development for the purposes of office premises or retail premises is permitted with consent.

6 Use of certain land at No 2 Anderson Place, Cottage Point

(1) This clause applies to land at No 2 Anderson Place, Cottage Point, being Lot 23, DP 819003.

(2) Development for the purposes of restaurants is permitted with consent.

7 Use of certain land at Ku-ring-gai Motor Yacht Club, Cottage Point

(1) This clause applies to land at Ku-ring-gai Motor Yacht Club, Cottage Point, being Lot 1, DP 930591, Lot 1, DP 922754, Lot 3, DP 929708and Lot 4, DP 929708.

(2) Development for the purposes of registered clubs, neighbourhood shops or boat hire premises is permitted with consent.

8 Use of certain land at Time and Tide Hotel, 30 Campbell Ave, Cromer

(1) This clause applies to land at Time and Tide Hotel, 30 Campbell Ave, Cromer, being Lot 1, DP 227969.

(2) Development for the purposes of pubs is permitted with consent.

9 Use of certain land at Dee Why RSL Club, Pittwater Road, Dee Why

(1) This clause applies to land at Dee Why RSL Club, Pittwater Road, Dee Why, being Lot 1, DP 706230.

(2) Development for the purposes of registered clubs or recreational facilities (indoor) is permitted with consent.

10 Use of certain land at Forestville RSL, Melwood Ave, Forestville

(1) This clause applies to land at Forestville RSL, Melwood Ave, Forestville, being Lot 2589, DP 752038 and Lot 31, DP 366454.

(2) Development for the purposes of registered clubs is permitted with consent.

11 Use of certain land in the vicinity of Ashworth and Haigh Avenues, Belrose and land in the vicinity of McBrien Place and John Oxley Drive, Frenchs Forest

(1) This clause applies to land in the vicinity of Ashworth and Haigh Avenues, Belrose and land in the vicinity of McBrien Place and John Oxley Drive, Frenchs Forest, shown as "Area 5", "Area 6" or "Area 7"on the Additional Permitted Uses Map.

(2) Development for the purposes of 1 dwelling house on each lot is permitted with consent (provided that each dwelling is constructed having regard to the constraints, potential instability, visual sensitivity and impact on the water quality of Middle Harbour.)

12 Use of certain land at Christian City Church, Wakehurst Parkway, Frenchs Forest

(1) This clause applies to at Christian City Church, Wakehurst Parkway, Frenchs Forest, being Lot 1, DP 863123.

(2) Development for the purposes of places of public worship is permitted with consent.

13 Use of certain land at Hotel, 39 Frenchs Forest Road East, Frenchs Forest

(1) This clause applies to land at Hotel, 39 Frenchs Forest Road East, Frenchs Forest, Lot X, DP 405206.

(2) Development for the purposes of pubs is permitted with consent.

14 Use of certain land at Harbord Diggers Club, Lumsdaine Drive, Harbord

(1) This clause applies to land at Harbord Diggers Club, Lumsdaine Drive, Harbord, being Lot 125, DP 1102154 and Lot 2548, DP 752038.

(2) Development for the purposes of registered clubs, recreation facilities (indoor) or recreation facilities (outdoor) is permitted with consent.

15 Use of certain land at Harbord Hotel, 29 Moore Road, Harbord

(1) This clause applies to land at Harbord Hotel, 29 Moore Road, Harbord, Lots 1 to 5, Sec 1, DP 7022 and Lot 13, Sec 1, DP 7022.

(2) Development for the purposes of pubs is permitted with consent.

16 Use of certain land at 80 Undercliff Rd, Harbord

(1) This clause applies to land at 80 Undercliff Rd, Harbord, being Lot B, DP 329073.

(2) Development for the purposes of restaurants is permitted with consent.

17 Use of certain land at Hotel, 1260 Pittwater Road, Narrabeen

(1) This clause applies to land at Hotel, 1260 Pittwater Road, Narrabeen, being Lot 1, DP 746653.

(2) Development for the purposes of pubs is permitted with consent.

18 Use of certain land at the intersection of Warringah Road and Cook Street, Forestville and land on Pittwater Road, North Manly

(1) This clause applies to land at the intersection of Warringah Road and Cook Street, Forestville and land on Pittwater Road, North Manly, shown as "Area 3" or "Area 4" on the Additional Permitted Uses Map.

(2) Development for the purposes of industrial retail outlet, service stations, timber and building supplies, vehicle body repair workshops, vehicle repair stations or wholesale supplies is permitted with consent.

19 Use of certain land at Tavern, 2 Aumuna Road, Terrey Hills

(1) This clause applies to land at Tavern, 2 Aumuna Road, Terrey Hills, being Lot 6, DP 739456.

(2) Development for the purposes of pubs is permitted with consent.

20 Use of certain land in the vicinity of Mona Vale and Myoora Roads, Terrey Hills

(1) This clause applies to land in the vicinity of Mona Vale and Myoora Roads, Terrey Hills, shown as "Area 1" on the Additional Permitted Uses Map.

(2) Development for the purposes of educational establishments, hospitals, places of public worship, recreation facilities (indoor), registered clubs, restaurants or hotel or motel accommodation is permitted with consent.

Warringah Council

Civic Centre 725 Pittwater Road
Dee Why NSW 2099
DX 9118
Telephone (02) 9942 2111
Facsimile (02) 9971 4522

Website www.warringah.nsw.gov.au
Email council@warringah.nsw.gov.au
ABN 31 565 068 406

31 August 2011

Dear Recipient,

Re: Commencement of provisions under State Environmental Planing Policy (Exempt and Complying Development Codes) 2008

This document provides advice on the commencement of provisions under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 and its impact upon Complying Development within the Warringah Local Government Area.

As per Clause 1.9(2) of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, development provisions, specifically relating to Complying Development within the Locality Statements of Warringah Local Environmental Plan 2000, no longer have effect as of 1 September 2011. As such Complying Development provisions contained within Locality Statements under Warringah Local Environmental Plan 2000 provided within s.149 Certificates do not have effect by virtue of Clause 1.9 (2) of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

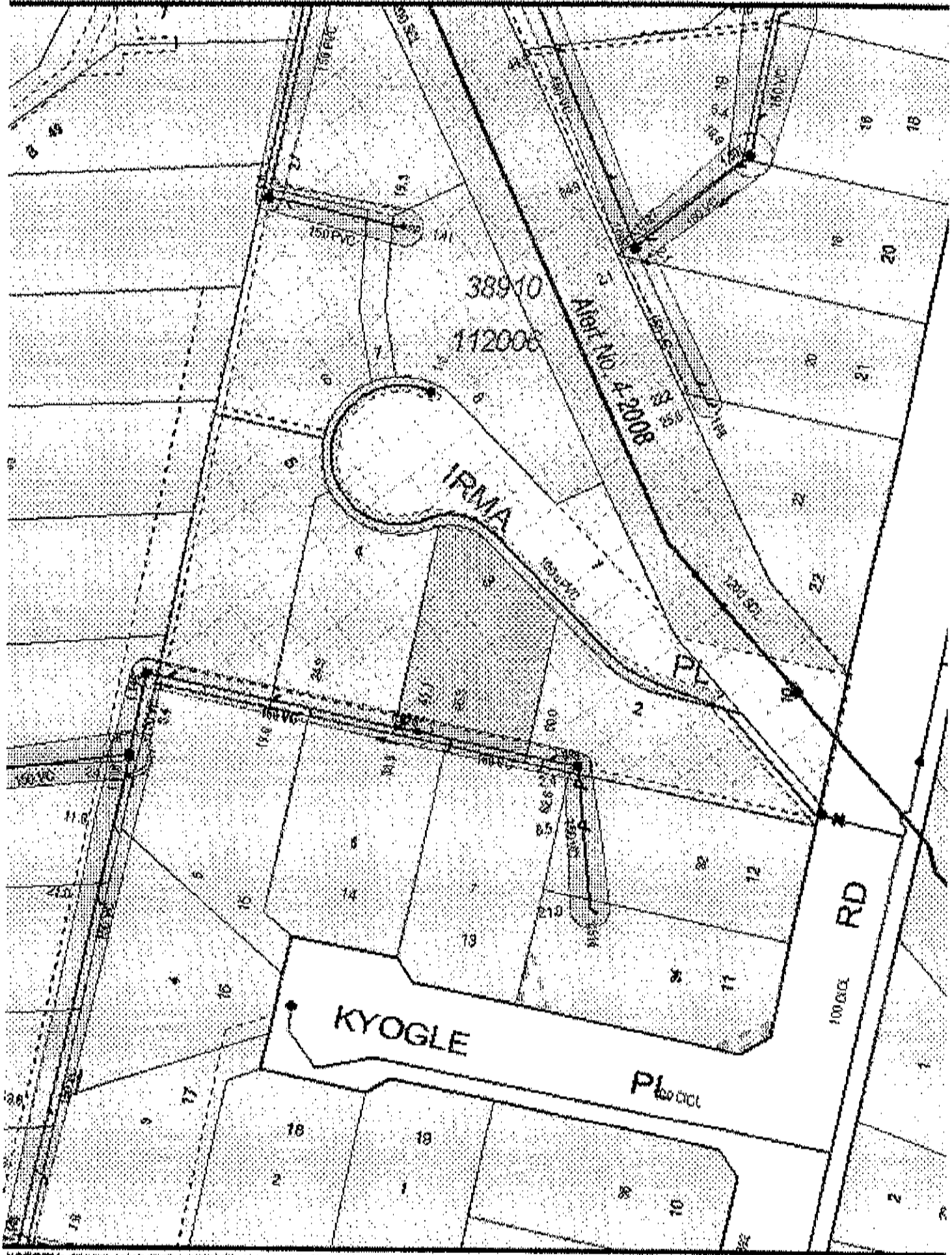
In accordance with the provisions of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, any Complying Development Certificate (CDC) submitted under Warringah Local Environmental Plan 2000, lodged but not yet determined by 1 September 2011 cannot be determined. A possible amendment to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may be considered by the New South Wales Minister for Planning, subject to a public exhibition of the amendment.

The commencement of Clause 1.9(2) of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 determines that Complying Development under Warringah Local Environmental Plan 2000 is not available after 1 September 2011and will not be available until any amendment has been gazetted.

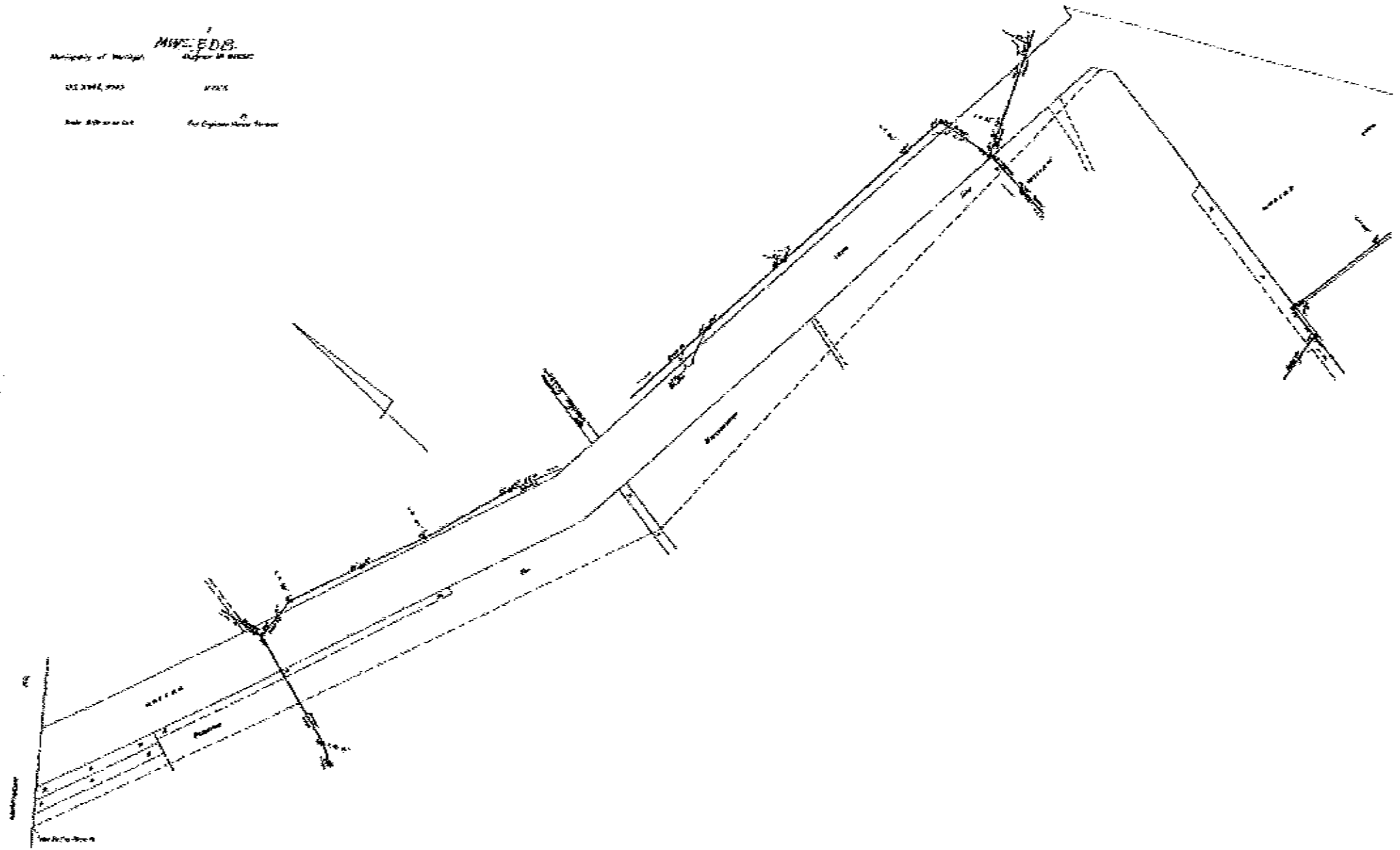
Regards,

Michael McDermid
Acting Manager Strategic Planning

Application No. 3288752 Created on6/10/2011 06:22:19



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



Tenant Ledger

Macfarlane, Hugh & Carol - Pembroke Place, 20

Macfarlane, Hugh & Carol, 20 Pembroke Place, BELROSE,NSW 2085

Audit	Date	Ref	Method	Type	Details	Debit	Credit	Balance
					Opening Balance			**$0.00**
0104.00405	26/10/2010	68816	DEP	Prep Fee	Lease Preparation Fee (PEMBRO20 - Pembroke Place, 20)		$16.50	$16.50
0104.00406	26/10/2010	68816	DEP	Bond	Full Bond ($3,560.00)		$3,560.00	$3,576.50
0104.00407	26/10/2010	68816	DEP	Let Fee	22/10/2010 to 04/11/2010		$1,780.00	$5,356.50
0104.00556	28/10/2010	453	CHQ	Bond	ond(Renting Services)	$3,560.00		$1,796.50
0105.00040	02/11/2010	68907	DEP	Rent	05/11/2010 to 02/12/2010 (Credit $1,440.00)		$5,000.00	$6,796.50
0105.00140	08/11/2010	68907	REV	Rent	entry error	$5,000.00		$1,796.50
0105.00317	16/11/2010	69117	DEP	Rent	05/11/2010 to 18/11/2010		$1,780.00	$3,576.50
0105.00387	18/11/2010	69175	DEP	Invoice	Invoice #4334, Water Usage - 22/10/2010 to 27/10/2010		$5.10	$3,581.60
0105.00565	23/11/2010	69247	DEP	Rent	19/11/2010 to 19/11/2010 (Credit $890.00)		$890.00	$4,471.60
0106.00064	06/12/2010	69431	DEP	Rent	19/11/2010 to 2/12/2010 (Balance Paid)		$890.00	$5,361.60
0106.00198	13/12/2010	69540	DEP	Rent	3/12/2010 to 3/12/2010 (Credit $890.00)		$890.00	$6,251.60
0106.00313	16/12/2010	69612	DEP	Rent	3/12/2010 to 16/12/2010 (Credit $890.00)		$1,780.00	$8,031.60
0107.00086	30/12/2010	69788	DEP	Rent	17/12/2010 to 30/12/2010 (Credit $890.00)		$1,780.00	$9,811.60
0107.00505	19/01/2011	70061	DEP	Rent	31/12/2010 to 13/01/2011 (Credit $890.00)		$1,780.00	$11,591.60
0107.00671	28/01/2011	70199	DEP	Rent	14/01/2011 to 27/01/2011 (Credit $890.00)		$1,780.00	$13,371.60
0108.00232	14/02/2011	70445	DEP	Rent	28/01/2011 to 10/02/2011 (Credit $890.00)		$1,780.00	$15,151.60
0109.00052	03/03/2011	70758	DEP	Rent	11/02/2011 to 24/02/2011 (Balance Paid)		$890.00	$16,041.60
0109.00056	03/03/2011	70762	DEP	Rent	25/02/2011 to 25/02/2011 (Credit $890.00)		$890.00	$16,931.60
0109.00140	05/03/2011	70806	DEP	Rent	25/02/2011 to 10/03/2011 (Balance Paid)		$890.00	$17,821.60
0109.00303	15/03/2011	70931	DEP	Rent	11/03/2011 to 24/03/2011		$1,780.00	$19,601.60
0110.00044	04/04/2011	71214	DEP	Rent	25/03/2011 to 7/04/2011		$1,780.00	$21,381.60
0110.00346	18/04/2011	71392	DEP	Rent	8/04/2011 to 21/04/2011		$1,780.00	$23,161.60
0111.00027	02/05/2011	71593	DEP	Rent	22/04/2011 to 05/05/2011		$1,780.00	$24,941.60
0111.00141	09/05/2011	71671	DEP	Rent	6/05/2011 to 6/05/2011 (Credit $890.00)		$890.00	$25,831.60
0111.00162	09/05/2011	71692	DEP	Rent	6/05/2011 to 19/05/2011 (Balance Paid)		$890.00	$26,721.60
0111.01002	27/05/2011	72036	DEP	Rent	20/05/2011 to 02/06/2011		$1,780.00	$28,501.60
0112.00031	02/06/2011	72113	DEP	Rent	3/06/2011 to 3/06/2011 (Credit $890.00)		$890.00	$29,391.60
0112.00425	17/06/2011	72361	DEP	Rent	03/06/2011 to 16/06/2011 (Credit $890.00)		$1,780.00	$31,171.60
0112.00489	22/06/2011	72423	DEP	Invoice	Invoice #4506, Water Usage ~ 27th Oct 2010 to 29th Jan 2011		$225.34	$31,396.94
0112.00494	22/06/2011	72361	REV	Rent	Entry reversed to allocate 1weeks free rent as requested by owner	$1,780.00		$29,616.94
0112.00495	22/06/2011	72428	DEP	Rent	03/06/2011 to 30/06/2011 (Balance Paid; Deduction $890.00 for Owner approved 1 weeks free rent to co		$1,780.00	$31,396.94
0112.00742	30/06/2011	72546	DEP	Rent	01/07/2011 to 01/07/2011 (Credit $890.00)		$890.00	$32,286.94
0112.00756	30/06/2011	72560	DEP	Rent	1/07/2011 to 14/07/2011 (Balance Paid)		$890.00	$33,176.94
0112.00773	30/06/2011	72560	REV	Rent	Input twice in error	$890.00		$32,286.94
0113.00034	04/07/2011	72601	DEP	Rent	1/07/2011 to 14/07/2011 (Balance Paid)		$890.00	$33,176.94
0113.00035	04/07/2011	72602	DEP	Invoice	Invoice #4530, Water Usage - 29th Jan 11 - 20th Apr 11 - 20Pembro		$183.09	$33,360.03
0113.00425	19/07/2011	72858	DEP	Rent	15/07/2011 to 28/07/2011		$1,780.00	$35,140.03
0114.00011	01/08/2011	73050	DEP	Rent	29/07/2011 to 11/08/2011		$1,780.00	$36,920.03
0114.00459	16/08/2011	73280	DEP	Rent	12/08/2011 to 25/08/2011		$1,780.00	$38,700.03
0114.00833	29/08/2011	73509	DEP	Rent	26/08/2011 to 08/09/2011 (Credit $890.00; Deduction $890.00 for Owner approved 1 weeks free rent to		$1,780.00	$40,480.03
0114.00857	30/08/2011	73526	DEP	Invoice	Invoice #4699, Water Usage - 20th Apr 2011 to 20th Jul 2011		$229.53	$40,709.56
0115.00487	20/09/2011	73847	DEP	Rent	9/09/2011 to 22/09/2011 (Credit $890.00)		$1,780.00	$42,489.56
0115.00610	27/09/2011	73961	DEP	Rent	23/09/2011 to 6/10/2011 (Credit $890.00)		$1,780.00	$44,269.56
					Closing Balance	**$11,230.00**	**$55,499.56**	**$44,269.56**

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