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Contract for the sale of land – 2005 edition

TERM	MEANING OF TERM	
Vendor's agent	**SKYLINE REAL ESTATE of 3/14 Frenchs Forest Road, Frenchs Forest, NSW, 2086**	Phone 9452 3444 Fax 9452 4555 Ref Rod Cousins
Co-agent		
Vendor	**MICHAEL RICHARD KITE** and **SALLY KITE** of 25 Jindabyne Street, Frenchs Forest, 2086	
Vendor's Solicitor	**FOREST LEGAL** **PO Box 245** **BELROSE WEST NSW 2085**	Phone 8901 0292 Fax 8901 0412 Ref Kos Psaltis
Completion date	42nd day after the contract date (clause 15)	
Land (Address, plan details and title reference)	**25 Jindabyne Street, Frenchs Forest, 2086** **Registered Plan: Lot 9 in Deposited Plan 226081** **Folio Identifier 9/226081**	
Improvements	■ VACANT POSSESSION ☐ subject to existing tenancies ■ HOUSE ■ garage ☐ carport ☐ home unit ☐ carspace ☐ none ☐ other:	
Attached copies	■ Documents in the List of Documents as marked or as numbered: ☐ Other documents:	

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

Inclusions	■ blinds	■ curtains	■ insect screens	■ stove
	■ built-in wardrobes	■ dishwasher	■ light fittings	☐ pool equipment
	■ clothes line	■ fixed floor coverings	■ range hood	■ TV antenna
	■ other: 3 **air conditioning units, refrigerator and security alarm system**			
Exclusions				
Purchaser				
Purchaser's solicitor			Phone Fax Ref	
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)

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS

WARNING
SWIMMING POOLS

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

WARNING
SMOKE ALARMS

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

2. **The purchaser may rescind the contract at any time before 5 p.m. on the fifth business day after the day on which the contract was made, EXCEPT in the circumstances listed in paragraph 3.**

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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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;
within	in relation to a period, at any time before or during the period;
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road.

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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.

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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).

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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.

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14 Adjustments

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax 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 -

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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.

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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.

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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.

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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.*

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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.

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Cooling-off certificate

I, _____

of _____

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

(a) I am a Solicitor currently admitted to practise in New South Wales.

(b) I am giving this certificate in accordance with Section 66W of the *Conveyancing Act 1919* with reference to a contract for the sale of property known as **25 Jindabyne Street, Frenchs Forest** from **Michael Richard Kite** and **Sally Kite** as vendor to as purchaser in order that there is no cooling-off period in relation to that contract.

(c) I do not act for the vendor and am not employed in the legal practice of a solicitor acting for the vendor nor am I a member or employee of a firm of which a solicitor acting for the vendor is a member or employee.

(d) I have explained to the purchaser:

(i) the effect of the contract for the purchase of that property;

(ii) the nature of this certificate;

(iii) the effect of giving this certificate to the vendor, that is, that there is no cooling-off period in relation to the contract.

Dated:

Signed: _____

Additional clauses forming part of this contract

Dated:

between: **MICHAEL RICHARD KITE** and **SALLY KITE** (*vendor*)

and: (*purchaser*)

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30 Alterations to printed form

30.1 Clause 7.1.1 of this contract is amended by deleting the words '5% of the price' and inserting '$1' in their place.

30.2 Clause 29 of this contract is deleted.

30.3 Clause 16.5 of this contract is deleted.

31 Real Estate Agents

The purchaser was not introduced to the *property* or the vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the vendor's agent or co-agent, if any, specified in this contract). The purchaser will indemnify the vendor against any claim for commission by any real estate agent or other person arising out of an introduction of the purchaser and against all claims and expenses for the defence and determination of such a claim made against the vendor. This right continues after completion.

32 Notice to complete

Despite any rule of law or equity to the contrary, the vendor and the purchaser agree that any notice to complete under this contract will be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion.

33 Condition of property

The purchaser accepts the *property* in its present condition and state of repair with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 and the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in this regard.

34 Capacity

34.1 Without in any way limiting, negating or restricting any rights or remedies which would have been available to either *party* at law or in equity had this clause not been included, if either *party* (and if more than one person comprises that first *party* then any one of them) prior to completion:

34.1.1 dies or becomes mentally ill, then the other *party* may *rescind* this contract by written notice to the first *party*'s *solicitor* and thereupon this contract will be at an end and the provisions of clause 19 apply; or

34.1.2 being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first *party* will be in default under this contract.

34.2 The purchaser warrants that the purchaser has the legal capacity to enter into this contract.

35 Late completion

Provided that the vendor is ready, willing and able to give title to the purchaser, if this contract is not completed for any reason (other than the vendor's default) on or before the Completion date then in addition to any other right which the vendor may have under this contract or otherwise the purchaser will on completion of this contract pay to the vendor interest on the balance of the purchase price at the rate of 10% per annum calculated on daily balances, commencing on the Completion date and continuing until completion of this contract. This interest is a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of purchase money due and payable on completion.

36 If completion of this contract does not take place on or before the completion date through no fault of the vendor, then the purchaser shall pay to the vendor as an adjustment on completion the sum of Three hundred and thirty dollars ($330.00) (inclusive of GST) to cover legal costs and other expenses incurred by the vendor as a consequence of the delay. The purchaser hereby acknowledges that the interest rate stated in Additional Clause 35 and the costs and expenses aforesaid represent a genuine pre-estimate of the liquidated damages likely to be suffered by the vendor as a result of completion not taking place on or before the completion date and it is an essential term of this contract that the interest and costs and expenses as provided by Additional Clause 35 and this Additional Clause are paid on completion.

37 Survey Report

Annexure 'A' is a copy of the Survey Report on the *property* by Hardy Busby & Tyson dated 1 July 1966. The vendor specifically discloses any encroachment and non-compliance described in the Survey Report. The vendor further discloses that since the date of the Survey there has been a 2nd storey addition to the property. The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of matters disclosed in the Survey Report.

38 GST

The purchaser warrants that the *property* will be used predominantly for residential accommodation. The purchaser will indemnify the vendor against any liability to pay GST arising from breach of this warranty. This right continues after completion.

39 Investment of deposit

For the purposes of clause 2 of this contract, the vendor and the purchaser direct the *depositholder* to invest the deposit with a bank.

40 Requisitions on Title

The purchaser acknowledges that the only form of general requisitions on title that the purchaser is entitled to raise pursuant to clause 5 should be in the form for requisitions on title, a copy of which is annexed hereto.

41 Building Certificate

Notwithstanding any other clause in this contract the vendor and purchaser agree that should the purchaser apply for a Building Certificate pursuant to Section 149E of the Local Government Act and the Council or local Government Authority should list any defects or require any work to be carried out, the vendor shall not be required to expend any monies or carry out any works in relation thereto and this agreement is in no way conditional upon the issue of such Building Certificate.

42 Deposit Less than 10%

In the event that:

(a) the purchaser defaults in the observance of any obligation hereunder which is or the performance of which has become essential; and

(b) the purchaser has paid a deposit of less than ten percent (10%) of the purchase price; and

(c) the vendor terminates this Contract or the purchaser does not rescind this Contract in accordance with the Cooling Off provisions created by Section 66S of the Conveyancing Act

then the vendor shall be entitled to recover from the purchaser, an amount equal to ten percent (10%) of the purchase price less any deposit paid, as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any remedies available to the vendor herein contained or implied notwithstanding any rule of Law or Equity to the contrary. This Special Condition shall not merge upon completion of this Contract.

43 Cooling Off Period

Notwithstanding any other provision of this Contract, if a Cooling Off Period applies, the deposit may be paid by 2 instalments as follows:

(a) An amount equivalent to 0.25% of the sale price on or before the making of this Contract:

Sale price :

0.25% deposit :

(b) The balance of the deposit $ is to be paid no later than 5.00 pm on the 5th business day after the date of this Contract.

44 Release of deposit

The purchaser:

44.1 authorises the vendor to use all or part of the deposit as a deposit on a purchase by the vendor of a property in New South Wales and as duty on the Contract for the sale of land for that property;

44.2 authorises the stakeholder to release all or part of the deposit for those purposes; and

44.3 must give on request to the stakeholder a written authority to release all or part of the deposit.

45 Deposit Bond

45.1 deposit bond means the Deposit Bond issued to the vendor at the request of the purchaser by the Guarantor.

45.2 subject to clauses 45.3 and 45.4, the delivery of the Deposit Bond on exchange to the person nominated in this Contract to hold the deposit will be deemed to be payment of the deposit in accordance with this Contract.

45.3 the purchaser must pay the amount stipulated in the Deposit Bond to the vendor in cash or by unendorsed *bank cheque* on completion or at such other time as may be provided for the deposit to be accounted for to the vendor.

45.4 if the vendor *serves* on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the Guarantor under the Deposit Bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this Contract to hold the deposit.

45.5 payment by the Guarantor under the Deposit Bond will, to the extent of the amount paid, be in satisfaction of the purchaser's obligation to pay the deposit under Clause 45.4.

45.6 if the completion date is extended for any reason, the purchaser must:

(a) extend the operation and currency of the Deposit Bond to a date not less than 14 days after the new completion date; or

(b) immediately pay the amount stipulated in the Deposit Bond to the person nominated in this Contract to hold the deposit in cash or by an endorsed bank cheque.

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LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 9/226081

SEARCH DATE	TIME	EDITION NO	DATE
24/4/2013	3:38 PM	-	-

VOL 10078 FOL 191 IS THE CURRENT CERTIFICATE OF TITLE

LAND

LOT 9 IN DEPOSITED PLAN 226081
AT FRENCH'S FOREST
LOCAL GOVERNMENT AREA WARRINGAH
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP226081

FIRST SCHEDULE

MICHAEL RICHARD KITE
SALLY KITE
AS JOINT TENANTS

(T K442016)

SECOND SCHEDULE (5 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 K442016 COVENANT
* 3 DP285537 DRAINAGE EASEMENT 1.5 WIDE, 2 WIDE AND VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
* 4 DP285537 EASEMENT TO DRAIN UNCONCENTRATED OVERLAND FLOW OF WATER APPURTENANT TO THE LAND ABOVE DESCRIBED
* 5 DP285537 EASEMENT TO DRAIN WATER & OVERLAND FLOW OF WATER 8 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Vahivo Pty Limited t/as The Legal Group PRINTED ON 24/4/2013

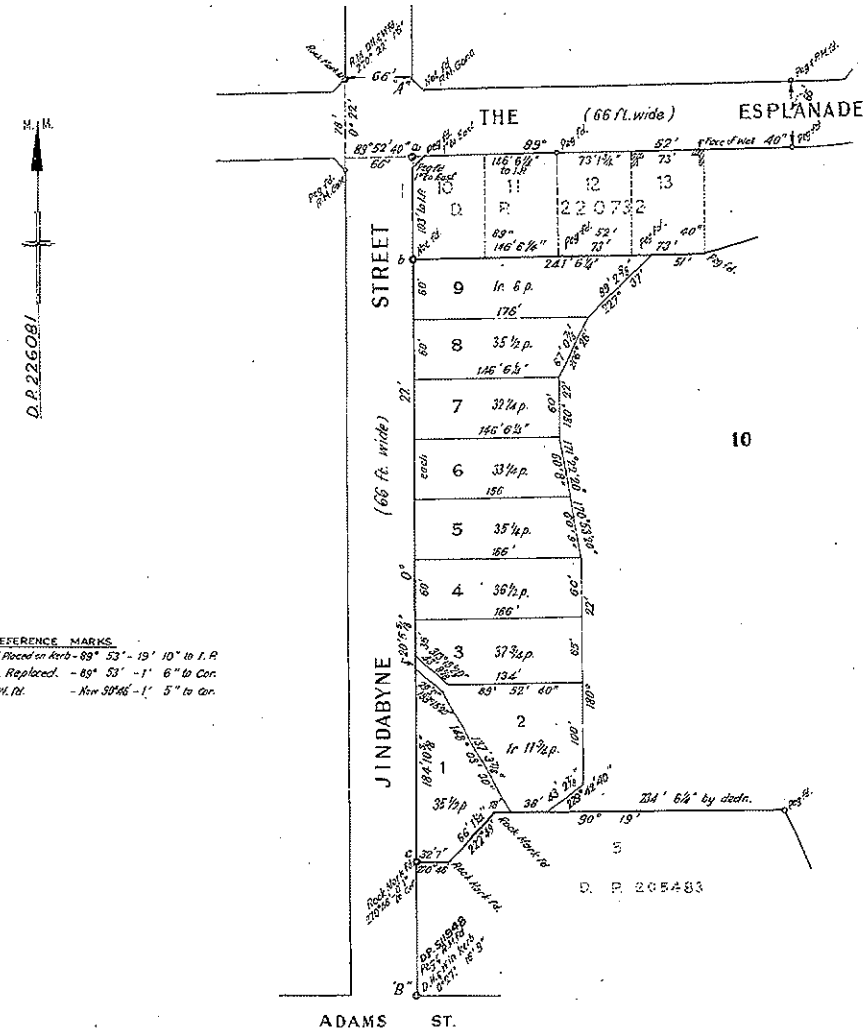
GlobalX Information Services Pty Ltd (ABN 99 073 436 414) an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 968(2) of the Real Property Act 1900.
* ANY ENTRIES PRECEDED 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
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Req:R351194 /Doc:DP 0226081 P /Rev:09-Jun-1992 /Sts:OK.OK /Prt:25-Mar-2013 14:51 /Pgs:ALL /Seq:1 of 2
Ref:Vahivo Pty Limited t/as The Legal Group /Src:P

Form 2 — This form must NOT be used where any Dedication, Drainage Reserve or Public Garden and Recreation Space is provided. — See Form 3. WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

DP 226081 Sht 1

WARNING: Plan Drawing only to appear in this space.



WARNING: Plan Drawing only to appear in this space.

M.P.D.

SURVEYORS REFERENCE 10289

D. P. 226081

Registered: Jun 22 1965

C.A. 6256 of 17-5-65

Title System: Torrens

Purpose: Subdivision

Ref. Map: Warringah Sh 58

Last Plan D. P. 220732

PLAN OF Subdivision of Lot 92 in D.P. 220732

OFFICE USE ONLY

Scale: 80 feet to an inch

Mun./Shire

City: Warringah

Locality: French's Forest

Parish: Manly Cove

County: Cumberland

I, Keith Martin Mackenzie

of 10 Young St SYDNEY

a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan (except lot(s) , which has been compiled in accordance with the Survey Practice Regulations, 1933, and was completed on 7 DECEMBER 1964

Signature: Keith M Mackenzie

Surveyor registered under Surveyors Act, 1929, as amended.

Datum line of Azimuth. A — B

Statements of Proposed Easements.

I hereby certify that the proposal subject to conditions of the Council to the plan of subdivision now given before the commencement of the Local Government and Metropolitan Water, Sewerage, and Drainage (Amendment) Act, 1963

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

Subdivision No. 6256 Dated 17MAY65

Council Clerk

* Strike out whichever (1) or (2) is not applicable.

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 226081 SH 1/2

FEET	INCHES	"	METRES
-	1		0.025
1	5		0.432
1	6		0.457
5	-		1.524
6	-		1.829
10	-		3.048
16	9		5.105
18	-		5.486
19	10		6.045
20	4	5/8	6.213
29	9		9.068
32	7		9.931
32	10	1/2	10.020
35	-		10.668
36	-		11.582
43	2	7/8	13.179
43	8	1/8	13.313
60	-		18.288
60	8		18.491
60	9		18.517
65	-		19.812
66	-		20.117
66	1	1/4	20.149
67	0	7/8	20.444
73	-		22.250
73	1	3/4	22.295
78	-		23.774
89	2	5/8	27.194
100	-		30.480
103	-		31.394
134	-		40.843
137	3	7/8	41.856
146	6	1/4	44.660
156	-		47.549
166	-		50.597
176	-		53.645
184	10	3/8	56.347
234	6	1/4	71.482
241	6	1/4	73.616

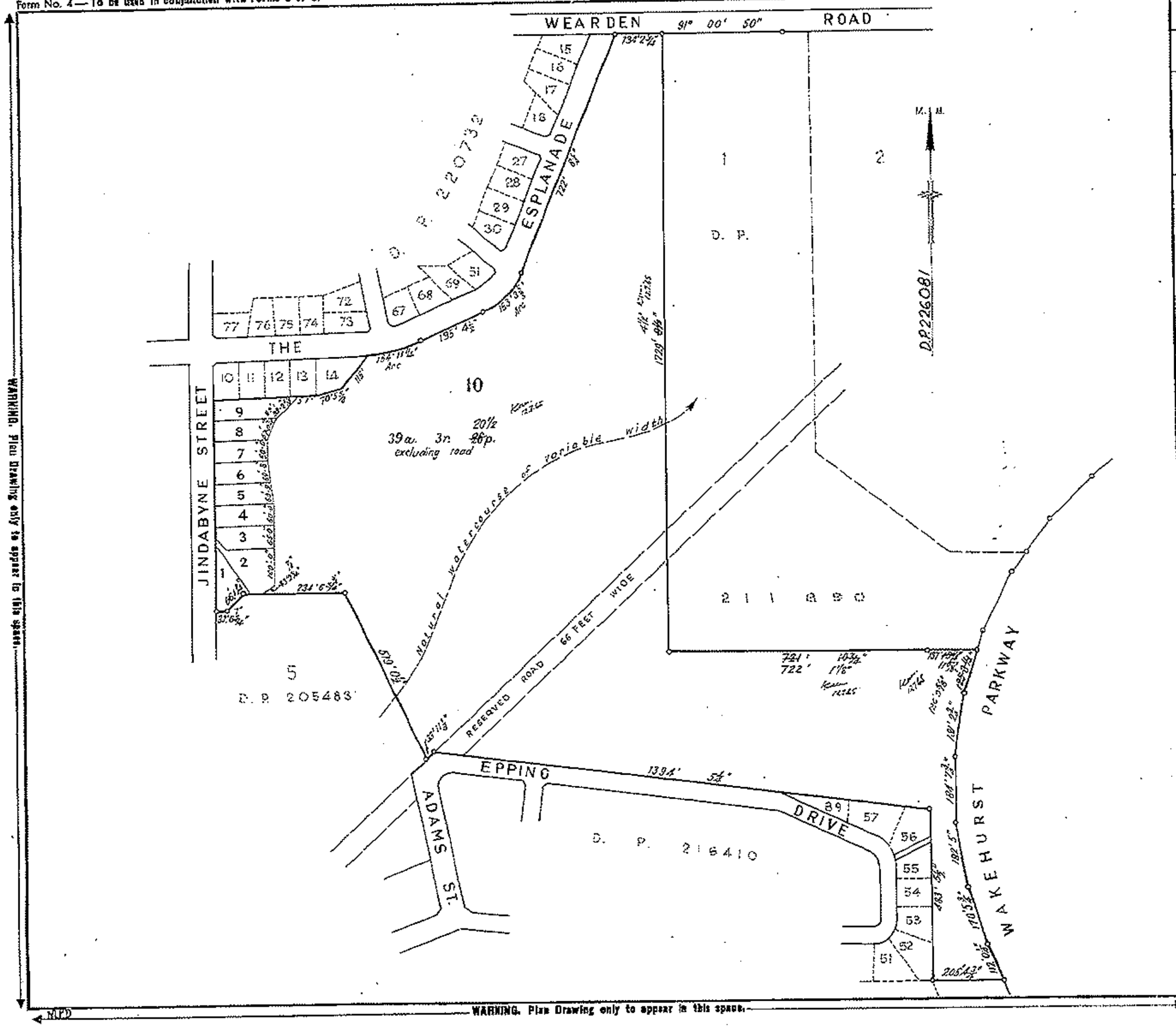
AC	RD	P	SQ M
-	-	32 1/4	815.7
-	-	32 3/4	828.3
-	-	33 1/4	841
-	-	35 1/4	891.6
-	-	35 1/2	897.9
-	-	36 1/2	923.2
-	-	37 3/4	954.8
-	1	6	1163
-	1	11 3/4	1309

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 1st day of June, 1977

1

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

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.



D. P. 226081

Registered: 12.7.65

This is Sheet ...2... of my plan in ...2...

Sheets dated ...9th April 1965...

Keith W. Mackenzie

Surveyor registered under Surveyors Act, 1929, as amended.

This is Sheet ...2... of the plan of ...2...

Sheets covered by my Certificate No. ...6256... of 17 MAY 65

Council Clerk.

Scale: 200 feet to an inch

Surveyor's Ref 10289

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 226081 SH 2/2

FEET	INCHES	METRES
32	7	9.931
32	7 3/4	9.950
33	11 1/8	10.341
43	2 7/8	13.179
51	-	15.545
57	10 3/4	17.647
60	-	18.288
60	8	18.491
60	9	18.517
65	-	19.812
66	-	20.117
66	1 1/4	20.149
67	0 7/8	20.444
70	4 5/8	21.453
70	5 5/8	21.479
82	2 9/8	25.060
89	-	27.127
89	2 5/8	27.194
100	-	30.480
112	0 1/4	34.144
115	-	35.052
126	9 5/8	38.649
126	9 7/8	38.656
134	2 3/4	40.913
137	11 5/8	42.052
153	3 5/8	46.726
154	11 1/4	47.225
170	5 3/4	51.962
181	2 3/4	55.239
182	5	55.601
184	7 3/4	56.280
195	4 1/2	59.550
205	4 3/4	62.605
234	6 1/4	71.482
483	5 1/2	147.358
519	0 1/2	158.204
579	0 1/2	176.492
722	1 1/8	220.094
722	8 1/4	220.275
1399	5 1/4	425.025
1729	4 1/2	527.114

AC	RD	P	HA
39	3	20 1/2	16.14

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 1st day of June, 1977

2

Req:R351191 /Doc:DL K442016 /Rev:15-Apr-1997 /Sts:OK.OK /Prt:25-Mar-2013 14:51 /Pgs:ALL /Seq:1 of 4
Ref:Vahivo Pty Limited t/as The Legal Group /Src:P

No. K 442016

R.P. 13A

DUTY PAID

New South Wales

Fees:—
Lodgment $5-00
Endorsement
Covenant $2-00

$7-00

9-9-66

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

I, REAL PROPERTY IMPROVEMENTS PTY. LIMITED

(herein called transferor)

being registered as the proprietor of an estate in fee simple[a] in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of -- Four thousand Five hundred dollars --

($4500.00) (the receipt whereof is hereby acknowledged) paid to me by KEVIN IAN O'SULLIVAN of 158 Elanora Road Elanora (formerly of 39 Wyanga Street Elanora) Builder and in consideration of the sum of Nineteen thousand six hundred dollars ($19600) (the receipt whereof is hereby acknowledged) paid to the said Kevin Ian O'Sullivan by MICHAEL RICHARD KITE of 3 Yalanga Place Lane Cove, Sales Manager, and SALLY KITE his wife (herein called Transferee) do hereby at the request and by the direction of the said Kevin Ian O'Sullivan testified by his execution hereof transfer to the Transferees

~~do hereby transfer to~~

[b] MICHAEL RICHARD KITE of 3 Yalanga Place, Lane Cove, Sales Manager, and SALLY KITE his wife ---

AS JOINT TENANTS (herein called transferee)

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

County	Parish	Reference to Title			Description of Land[c] (if part only)
		Whole or Part	Vol.	Fol.	
Cumberland	Manly Cove	Whole	10078	191	

P 24764-6

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

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

[c] The description may refer to the defined residue of the land in a certificate or grant (e.g. "And being residue after transfer number ") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being Lot section D.P. ").

Unless authorised by Reg. 53, Conveyancing Act Regulations, 1961, a plan may not be annexed to or endorsed on this transfer form.

This form may be used where new restrictive covenants are imposed or easements created or where the simple transfer form is unsuitable.

(Trusts must not be disclosed in the transfer.)

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

6971—W (1.64 K) 65—2 v. c. H. GUEST, GOVERNMENT PRINTER

And the transferee covenant(s) with the transferor[d] as follows:-

1. That no main building shall be erected on the land hereby transferred having a minimum area of less than 1000 square feet.

2. That no external walls of any building erected on the land hereby transferred shall be of any material other than eighty per centum of brick, brick-veneer, stone or concrete masonry or eighty per centum of any two or more of such materials or of such other materials as may be approved by Real Property Improvements Pty. Limited PROVIDED HOWEVER that no such approval shall in any case be given to the use of asbestos cement or to the use of more than twenty per centum of weatherboards.

3. And for the purpose of Section 88 of the Conveyancing Act 1919-1956 it is hereby further agreed and declared that:-

   (a) The land to which the benefit of the above covenants is intended to be appurtenant is the land comprised in Deposited Plan Number 226081 other than the land hereby transferred.

   (b) The land which is to be subject to the burden of the above covenants is the land hereby transferred.

   (c) The above covenants may be released varied or modified by the Transferor.

d Strike out if unnecessary, or suitably adjust,
(i) if any easements are to be created or any exceptions to be made; or
(ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919.

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

e A very short note will suffice.

K 1165—2

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

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

Execution may be proved where the parties are resident:—

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

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

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

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

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

Signed at Sydney the 25th day of October 1966.

THE COMMON SEAL of REAL PROPERTY IMPROVEMENTS PTY. LIMITED was hereunto affixed by authority of the Directors in the presence of:

Director

Authorised Officer

REAL PROPERTY IMPROVEMENTS PTY. LIMITED Common Seal Transferor.

Signed in my presence by KEVIN IAN O'SULLIVAN who is personally known to me:

K O'Sullivan.

A. C. Rubade
Solicitor
Frenchs Forest.

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

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Transferee(s).

28-6-66.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the day of 19

Signed in the presence of—

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

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

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

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

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

Req:R351191 /Doc:DL K442016 /Rev:15-Apr-1997 /Sts:OK.OK /Prt:25-Mar-2013 14:51 /Pgs:ALL /Seq:4 of 4
Ref:Vahivo Pty Limited t/as The Legal Group /Src:P

No. K 442016

Lodged by
Address Solicitor to the Rural Bank of New South Wales
Phone No.

PARTIAL DISCHARGE OF MORTGAGE

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

I,

mortgagee under Mortgage No.

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

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

Dated at *this* *day of* 19

Signed in my presence by

who is personally known to me

Mortgagee.

DOCUMENTS LODGED HEREWITH
To be filled in by person lodging dealing

1. Cpt. 10078/191
2.
3.
4.
5.
6.
7.

Received Docs.

Nos.

Receiving Clerk

LEAVE THESE SPACES FOR DEPARTMENTAL USE

Indexed	MEMORANDUM OF TRANSFER: Abigail H. Cant
Checked by	Particulars entered in Register Book: 13-9-1966
Passed (in S.D.B.) by	at 10m
Signed by	Registrar General

PROGRESS RECORD

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

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Req:R351198 /Doc:DP 0285537 B /Rev:18-Dec-1998 /Sts:OK.OK /Prt:25-Mar-2013 14:51 /Pgs:ALL /Seq:1 of 8
Ref:Vahivo Pty Limited t/as The Legal Group /Src:P

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

PART 1

Lengths are in metres

Plan: DP285537

Subdivision of Lot 3 in DP 879699 covered by Council Clerk's Certificate No. 10163 of 18-11-98

Full Name and Address of Proprietor of Land:

Paramo Pty. Limited of 173 Gale Road, Maroubra 2035

1. Identity of Easement firstly referred to in the abovementioned plan

Drainage Easement 1.5 wide, 2 wide and Variable Width.

Schedule of lots etc. affected

Lots Burdened	Lots, name of road or authority benefited
21, 1, 18, 17, 16, 15	22, 23, 24, 25 Lots 6, 7, 8 & 9 in DP 226081 Lots 13 & 14 in DP 220732 Sydney Water Corporation Limited ACN 063 279 649
	16, 17, 18 & 1

2. Identity of Easement secondly referred to in the abovementioned plan

Easement to Drain Water 1 wide and Variable Width.

Schedule of lots etc. affected

Lots Burdened	Lots, name of road or authority benefited
25	Lots 4, 5 & 6 in DP 226081
26	Lots 4 & 5 in DP 226081

3. Identity of Easement thirdly referred to in the abovementioned plan

Easement to Drain Water 6 wide & 10.5 wide

Schedule of lots etc. affected

Lots Burdened	Lots, name of road or authority benefited
1	Warringah Council

4. Identity of Easement fourthly referred to in the abovementioned plan

Easement for Water Supply Purposes 2.5 wide and variable.

Schedule of lots etc. affected

Lots Burdened	Lots, name of road or authority benefited
1	Sydney Water Corporation Limited ACN 063 279 649

5. Identity of Easement fifthly referred to in the abovementioned plan

Easement for Access & Drainage Purposes 8 wide, 6 wide, 18 wide, 9.75 wide and variable width.

Schedule of lots etc. affected

Lots Burdened	Lots, name of road or authority benefited
1	Sydney Water Corporation Limited ACN 063 279 649

WARRINGAH COUNCIL

.....
Authorised Person

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

PART 1 (continued)

Lengths are in metres
Plan: DP 285537

Subdivision of Lot 3 in DP 879699 covered by Council Clerk's Certificate No. 1063 of 18-11-98

6. Identity of Easement sixthly referred to in the abovementioned plan — Positive Covenant.

Schedule of lots etc. affected

Lots Burdened	Lots, name of road or authority benefited
1, 15, 16, 17 & 18 21, 22, 23, 24 & 25	Sydney Water Corporation Limited ACN 063 279 649

7. Identity of Easement seventhly referred to in the abovementioned plan — Easement to Drain Water 3.2 wide.

Schedule of lots etc. affected

Lots Burdened	Lots, name of road or authority benefited
1	Warringah Council

8. Identity of Easement eighthly referred to in the abovementioned plan — Easement to Drain Unconcentrated Overland Flow of Water.

Schedule of lots etc. affected

Lots Burdened	Lots, name of road or authority benefited
21	24, 25 & Lots 6, 7, 8 & 9 in DP 226081 & Lots 13 & 14 in DP 220732
24	21, 25 & Los 6, 7, 8 & 9 in DP226081
25	Lots 6, 7 & 8 in DP 226081

9. Identity of Easement ninethly referred to in the abovementioned plan — Easement to Drain Water & Overland Flow of Water, 8 wide.

Schedule of lots etc. affected

Lots Burdened	Lots, name of road or authority benefited
1	Lots 21, 22, 23, 24, 25, 26 Lots 4, 5, 6, 7, 8 & 9 in DP 226081 & Lots 13 & 14 in DP 220732

10. Identity of Easement tenthly referred to in the abovementioned plan — Drainage Easement 3 wide & Variable Width.

Schedule of lots etc. affected

Lots Burdened	Lots, name of road or authority benefited
1	Sydney Water Corporation Limited ACN 063 279 649

11. Identity of Easement eleventhly referred to in the abovementioned plan — Drainage Easement Variable Width.

Schedule of lots etc. affected

Lots Burdened	Lots, name of road or authority benefited
1	Every other lot except Lot 1 Sydney Water Corporation Limited ACN 063 279 649

WARRINGAH COUNCIL

.....

Authorised Person

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

PART 1 (continued)

Lengths are in metres

Plan: DP285537

Subdivision of Lot 3 in DP 879699 covered by Council Clerk's Certificate No. 10163 of 18-11-98

12. Identity of Easement twelfthly referred to in the abovementioned plan — Drainage Easement 11 wide.

Schedule of lots etc. affected

Lots Burdened	Lots, name of road or authority benefited
1	Every other lot except Lot 1 Sydney Water Corporation Limited ACN 063 279 649

13. Identity of Easement thirteenthly referred to in the abovementioned plan — Easement to Drain Water 2 wide.

Schedule of lots etc. affected

Lots Burdened	Lots, name of road or authority benefited
27, 28, 29	Lots 2 and 3 in DP226081

14. Identity of Easement fourteenthly referred to in the abovementioned plan — Restriction on Use of Land

Schedule of lots etc. affected

Lots Burdened	Lots, name of road or authority benefited
29, 30	Every other Lot & Warringah Council
20, 21, 24, 25	Every other Lot & Warringah Council
Every lot	Every other Lot & Warringah Council

15. Identity of Easement fifteenthly referred to in the abovementioned plan — Positive Covenant.

Schedule of lots etc. affected

Lots Burdened	Lots, name of road or authority benefited
1	Every other lot except Lot 1, Warringah Council

16. Identity of Easement sixteenthly referred to in the abovementioned plan — Right of Access 8 wide, 6 wide, 18 wide, 9.75 wide and variable width.

Schedule of lots etc. affected

Lots Burdened	Lots, name of road or authority benefited
1	Warringah Council

17. Identity of Easement seventeenthly referred to in the abovementioned plan — Positive Covenant.

Schedule of lots etc. affected

Lots Burdened	Lots, name of road or authority benefited
1	Warringah Council

WARRINGAH COUNCIL

.....
Authorised Person

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

PART 2 (continued)

Lengths are in metres

Plan: DP285537

Subdivision of Lot 3 in DP 879699 covered by Council Clerk's Certificate No. 10163 of 18-11-98

PART 2

1. Terms of Drainage Easement 1.5 wide, 2 wide and variable width firstly referred to in the plan

   In respect to Sydney Water Corporation Limited, a 'Drainage Easement' in the terms set out in PART 4 of Memorandum 3428864 filed in the Land Titles Office ("the said terms") AND, in respect to the Lots herein benefited, but subject to the said terms, an easement to Drain Water as set out in Part 3 of Schedule 8 of the Conveyancing Act, 1919, as amended.

   The terms of this easement are to be read in conjunction with the terms of the Easement for Water Supply Purposes, the Easement for Access and Drainage Purposes and clauses 3 and 4 of the terms of the Positive Covenant fourthly, fifthly and sixthly referred to in the plan.

2. Terms of Easement for Water Supply Purposes fourthly referred to in the abovementioned plan

   An Easement for Water Supply Purposes in the terms set out in PART 1 of Memorandum 3428864 filed in the Land Titles Office.

   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 fifthly and sixthly referred to in the plan.

3. Terms of Easement for Access and Drainage Purposes fifthly referred to in the abovementioned plan

   An Easement for Access and Drainage Purposes in the terms set out in PART 2 of the Memorandum 3428864 filed in the Land Titles Office.

   The terms of this easement are to be read in conjunction with the terms of the Easement for Water Supply Purposes and the Positive Covenant fourthly and sixthly referred to in the plan.

4. Terms of Positive Covenant sixthly referred to in the abovementioned plan

   A Positive Covenant in the terms set out in PART 3 of Memorandum 3428864 filed in the Land Titles Office.

   The terms of this Positive Covenant are to be read in conjunction with the terms of the Easement for Water Supply Purposes, the Easement for Access and Drainage Purposes and the Drainage Easement fourthly, fifthly and tenthly referred to in the plan.

5. Terms of Easement to Drain Unconcentrated Overland Flow of Water eighthly referred to in the abovementioned plan

   The lots hereby benefitted have the right to allow the drainage of stormwater in overland sheet flow only, and not in concentrated or directed channels or pipes, from the lots benefitted onto that part of the lots burdened and referred to as 'H' in the plan.

6. Terms of Easement to Drain Water and Overland Flow ninethly referred to in the abovementioned plan

   Subject to the provisions of the easements fourthly and fifthly and the positive covenant sixthly referred to, an Easement to Drain Water within the meaning of Part III of Schedule VIII of the Conveyancing Act together with the right to discharge stormwater that has overflowed from the drainage system within the burdened lot.

WARRINGAH COUNCIL

.....
Authorised Person

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

PART 2 (continued)

Lengths are in metres

Plan: DP285537

Subdivision of Lot 3 in DP 879699 covered by Council Clerk's Certificate No. 10163 of 18-11-98

7. Terms of Drainage Easement tenthly referred to in the abovementioned plan

A Drainage Easement in the terms set out in PART 4 of Memorandum 3428864 filed in the Land Titles Office.

The terms of this easement are to be read in conjunction with the terms of the Easement for Water Supply Purposes, the Easement for Access and Drainage Purposes and clauses 3 and 4 of the terms of the Positive Covenant fourthly, fifthly and sixthly referred to in the plan.

8. Terms of Drainage Easements eleventhly and twelfthly referred to in the abovementioned plan.

In respect to Sydney Water Corporation Limited, a 'Drainage Easement' in the terms set out in PART 4 of Memorandum 3428864 filed in the Land Titles Office ("the said terms") AND, in respect to the Lots herein benefited, but subject to the said terms, an easement to Drain Water as set out in Part 3 of Schedule 8 of the Conveyancing Act, 1919, as amended.

The terms of this easement are to be read in conjunction with the terms of the Easement for Water Supply Purposes, the Easement for Access and Drainage Purposes and clauses 3 and 4 of the terms of the Positive Covenant fourthly, fifthly and sixthly referred to in the plan.

9. Terms of Restriction on Use of Land fourteenthly referred to in the abovementioned plan

As to
i. Lots 29 & 30, fuel loadings are restricted to 4 tonnes per hectare within the area referred to as 'R' in the plan.
ii. Lots 20, 21, 24 and 25, residential development is prohibited in the area referred to as 'R' in the plan.
iii. All lots, a detailed Erosion and Sediment Control Plan is to be submitted with any Building Application to Warringah Council.

10. Terms of Positive Covenant fifteenthly referred to in the abovementioned plan

The Neighbourhood Association 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 Neighbourhood Association will:-

(a) Keep the structure and works clean and free from silt, rubbish and debris.

(b) Maintain and repair at the sole expense of the Neighbourhood Association 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.

WARRINGAH COUNCIL

Authorised Person

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

PART 2 (continued)

Lengths are in metres (Sheet 6 of 8 sheets)

Plan: DP285537 Subdivision of Lot 3 in DP 879699 covered by Council Clerk's Certificate No. 10163 of 18-11-98

III. By written notice the Council may require the Neighbourhood Association 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.

IV. 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 Neighbourhood Association 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 III hereof.

ii. The Council may recover from the Neighbourhood Association in a Court of competent jurisdiction:

a. Any expense reasonable incurred by it in exercising its powers under subparagraph 1 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.

V. This covenant shall bind all persons who claim under the Neighbourhood Association 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 and pond system constructed on the land as set out in the plan annexed hereto and marked with the letter 'P' 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.

11. Terms of Right of Access 8 wide, 6 wide, 18 wide, 9.75 wide and variable width sixteenthly referred to in the plan.

Full and free right for the body in whose favour this easement is created, and every person authorised by it, to go, pass and repass at all times and for the purposes of providing garbage recycling services and vegetation and general clean up services for all lots in the Plan with or without vehicles over the land indicated herein as the servient tenement, subject to the condition that vehicles used in exercising rights under this easement must only go, pass and repass over formed roads and such body and every person authorised by it shall not be responsible for any wear and tear to the formed roads and appurtenances occasioned by the provision of such services.

WARRINGAH COUNCIL

.....
Authorised Person

Req:R351198 /Doc:DP 0285537 B /Rev:18-Dec-1998 /Sts:OK.OK /Prt:25-Mar-2013 14:51 /Pgs:ALL /Seq:7 of 8
Ref:Vahivo Pty Limited t/as The Legal Group /Src:P

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

PART 2 (continued)

Lengths are in metres

Plan: DP285537

Subdivision of Lot 3 in DP 879699 covered by Council Clerk's Certificate No. 10163 of 18-11-98

12. Terms of Positive Covenant seventeenthly referred to in the plan.

The Grantor covenants with Warringah Council pursuant to Section 88E of the Conveyancing Act 1919 that the Grantor shall indemnity and keep indemnified Warringah Council from claims, demands and liability which may arise in respect of:

(a) damage to property; or

(b) death of or injury to any person

arising out of the provision of the Services and the exercise by Warringh Council of rights under the easement sixteenthly referred to in the Plan, except in respect of any loss, damage, death or injury caused by the negligence of Warringah Council or to the extent of the contribution, contributed to by the negligence of Warringah Council.

The Grantor covenants with Warringah Council pursuant to Section 88E of the Conveyancing Act 1919 that the Grantor shall indemnify and keep indemnified Authorised Users from claims, demands and liability which may arise in respect of:-

(c) damage to property; or

(d) death of or injury to any person

arising out of the provision of the Services and the exercise by Authorised Users of rights under the easement sixteenthly referred to in the Plan, except in respect of any loss, damage, death or injury caused by the negligence of such Authorised Users or to the extent of the contribution, contributed to by the negligence of Authorised Users and the Grantor shall whenever requested by the Council enter into a Deed of Indemnity with any contractor of the Council authorised under the easement sixteenthly referred to in the Plan indemnifying such contractor against damage to property death or injury as aforesaid.

Definitions

In this instrument:

"Authorised Users" means officers, employees, contractors and agents of Warringah Council, persons authorised by Warringah Council under the easement sixteenthly referred to in the Plan.

"Grantor" means the registered proprietor from time to time of the lot burdened.

"Vehicles" means motor vehicles, trucks and similar vehicles.

Name of Person or authority empowered to release, vary or modify the easements and restrictions contained herein are as follows:

As to that firstly referred to, the registered proprietors for the time being of Lots 22, 23, 24 & 25, Lots 6, 7, 8 & 9 in DP226081, Lots 13 & 14 in DP220732, Sydney Water Corporation ACN 063 279 649.

As to that secondly referred to, the registered proprietors for the time being of Lots 4, 5 & 6 in DP 226081.

WARRINGAH COUNCIL

Authorised Person

Req:R351198 /Doc:DP 0285537 B /Rev:18-Dec-1998 /Sts:OK.OK /Prt:25-Mar-2013 14:51 /Pgs:ALL /Seq:8 of 8
Ref:Vahivo Pty Limited t/as The Legal Group /Src:P

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

PART 2 (continued)

Lengths are in metres

Plan: DP285537

Subdivision of Lot 3 in DP 879699 covered by Council Clerk's Certificate No. 10163 of 18-11-98

As to that thirdly, seventhly, fourteenthly, fifteenthly, sixteenthly and seventeenthly referred to, Warringah Council.

As to those fourthly, fifthly sixthly and tenthly referred to, Sydney Water Corporation Limited ACN 063 279 649.

As to that eighthly referred to, the registered proprietors for the time being of Lots 21, 24 & 25, Lots 6, 7, 8 & 9 in DP 226081, Lots 13 & 14 in DP 220732.

As to that ninethly referred to the registered proprietors for the time being of Lots 21, 22, 23, 24,25, 26, Lots 4, 5, 6, 7, 8, & 9 in DP 226081, Lots 13 & 14 in DP 220732 but not without the prior consent in writing of Sydney Water Corporation Limited ACN 063 279 649.

As to that eleventhly referred to, the registered proprietors for the time being of Lots 2 to 48, Sydney Water Corporation Limited ACN 063 279 649.

As to that twelfthly referred to, the registered proprietors for the time being of Lots 2 to 48, Sydney Water Corporation Limited ACN 063 279 649.

As to that thirteenthly referred to, the registered proprietors for the time being of Lots 2 & 3 in DP 226081.

Signed in my presence by Paramo Pty. Limited by its attorney Robert Te Pei Liao pursuant to Power of Attorney Book 4120 No. 206 the said Robert Te Pei Liao who hereby states that he has not received any notice of the revocation of such Power of Attorney:-

Signature of Witness

HON TIN CHU

Name of Witness (BLOCK LETTERS)

Qualification of Witness

TE PEI LIAO

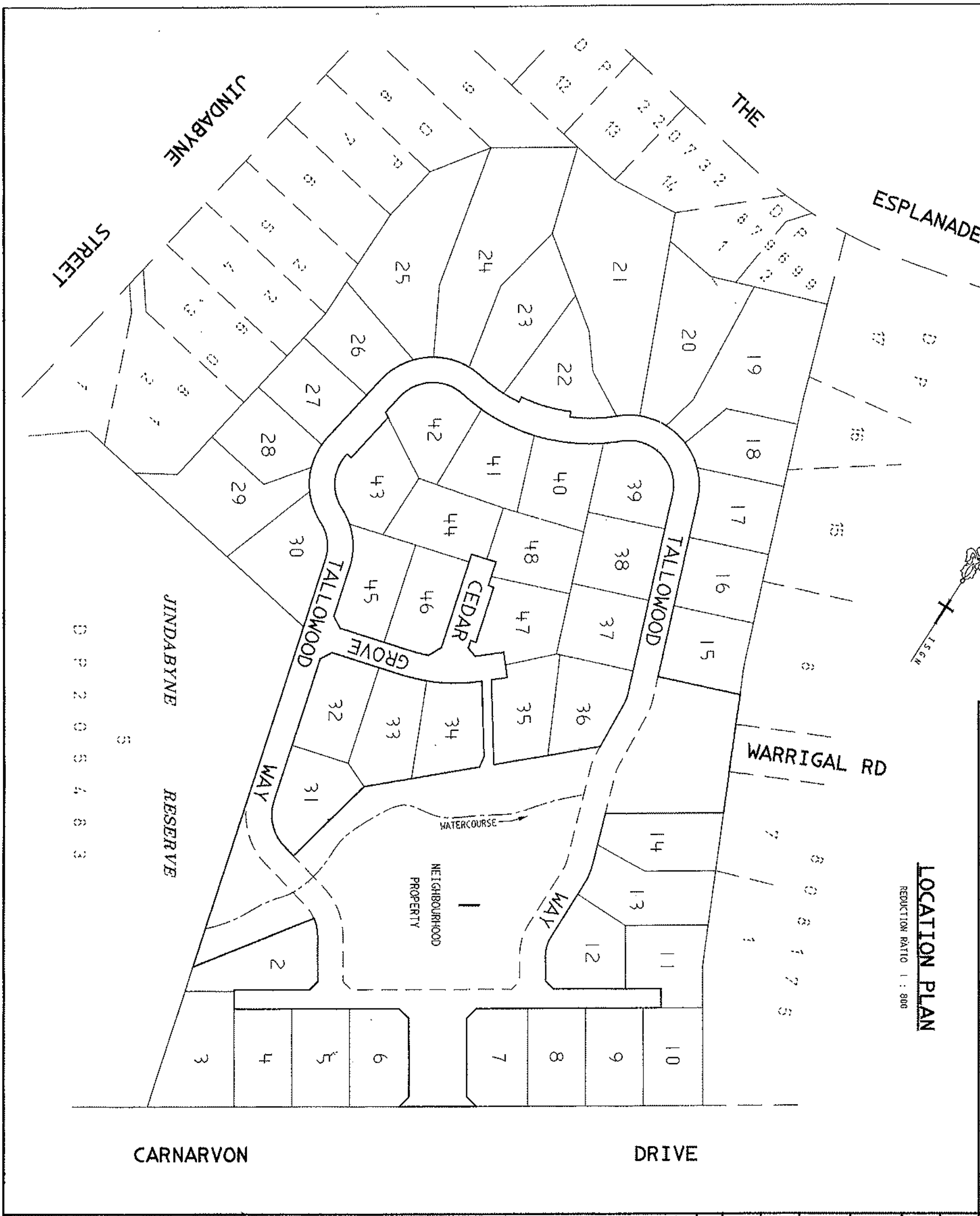
Proprietor

Authorised Person - Warringah Council

REGISTERED 11.12.1998

PLAN FORM 4

SURVEYOR'S REFERENCE: 95-64



LOCATION PLAN

REDUCTION RATIO 1 : 800

NAME OF DEVELOPMENT, IF ANY

ZENITH GARDEN

ADDRESS FOR SERVICE OF NOTICE
CARNARVON DRIVE
FRENCHS FOREST 2086

NEIGHBOURHOOD PLAN
DP285537
SHEET 1 OF 5 SHEETS

FOR REFERENCE TO ADDITIONAL SHEETS, SEE SCHEDULE BELOW

REGISTERED 11.12.1998

THIS SHEET IS BEING CONTINUALLY UP-DATED TO SHOW THE CURRENT SUBDIVISIONAL PATTERN OF THE SCHEME. FOR DETAILS OF SUCH UP-DATES AND ADDITIONAL AND REPLACEMENT SHEETS ADDED, SEE SCHEDULE BELOW.

COUNCIL'S APPROVAL No 10/163
DATE: 18-11-98
Authorised Person.
~~GENERAL MANAGER'S SIGNATURE:~~

SURVEYOR'S SIGNATURE:
DATE: 30.6.98

SCHEDULE OF CHANGES TO THE SCHEME

LOT No.	DETAILS	SHEET No.
21,22	SUBDIVIDED INTO LOTS 49 & 50	6 & 7.

Plan Drawing only to appear in this space

*OFFICE USE ONLY

DP 285537

Registered: 11.12.1998

C.A. No. 10163 OF 18.11.1998

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: 01860-5*

Last Plan: DP 879699

PLAN

OF SUBDIVISION OF

LOT 3 IN DP 879699

Lengths are in metres. Reduction Ratio 1:800

LGA: WARRINGAH

Suburb/~~Locality~~: FRENCHS FOREST

Parish: MANLY COVE

County: CUMBERLAND

This is sheet 2 of my plan in 5 sheets (Delete if inapplicable)

I, IAN JAMES SOUTER

of HERON COVE MARINA NEWPORT

a surveyor registered under the Surveyors Act 1929, hereby certify that the survey represented in this plan is accurate and has been made in accordance with the Surveyors (Practice) Regulation 1996 and was completed on 16.6.98

The survey relates to:

Signature

Surveyor registered under Surveyors Act 1929

Zone: Suburban/~~County~~ Datum Line 'A'–'B'

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

DP 632096 DP 786051
DP 808175 DP 239326
DP 220732 DP 226081
DP 205483

PANEL FOR USE ONLY for statements of intention to dedicate public roads or 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, IT IS INTENDED TO CREATE:

1. DRAINAGE EASEMENT 1.5, 2 WIDE AND VARIABLE WIDTH
2. EASEMENT TO DRAIN WATER 1 WIDE AND VARIABLE WIDTH
3. EASEMENT TO DRAIN WATER 6 AND 10.5 WIDE
4. EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE & VARIABLE WIDTH
5. EASEMENT FOR ACCESS AND DRAINAGE PURPOSES 8 WIDE, 6 WIDE, 18 WIDE, 9.75 WIDE AND VARIABLE WIDTH
6. POSITIVE COVENANT
7. EASEMENT TO DRAIN WATER 3.2 WIDE
8. EASEMENT TO DRAIN UNCONCENTRATED OVERLAND FLOW OF WATER VAR. WIDTH
9. EASEMENT TO DRAIN WATER AND OVERLAND FLOW OF WATER 8 WIDE
10. DRAINAGE EASEMENT 3 WIDE AND VARIABLE WIDTH
11. DRAINAGE EASEMENT VAR. WIDTH
12. DRAINAGE EASEMENT 11 WIDE
13. EASEMENT TO DRAIN WATER 2 WIDE
14. RESTRICTION ON USE OF LAND
15. POSITIVE COVENANT
16. RIGHT OF ACCESS 8 WIDE, 6 WIDE, 18 WIDE, 9.75 WIDE AND VARIABLE WIDTH
17. POSITIVE COVENANT

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

Crown Lands Office Approval

PLAN APPROVED Authorised Officer

Land District
Paper No
Field Book pages

Council Clerk's Certificate

I hereby certify that :

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

*(b) the requirements of Part 3 Division 2 of the [1] Water Board Act 1987 and Water Supply Authorities Act 1987

have been complied with by the applicant in relation to the proposed SUBDIVISION

(insert "new road", "subdivision" or "consolidated lot") set out hereon

Subdivision No. 10163

Date 18-11-98

Signature

Authorised Person

Council File No SD 9134

*This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operation of the metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board

[1] Delete if inapplicable

SURVEYOR'S REFERENCE 95-64

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
f	75°12'40"	3	DH & W
g	232°27'20"	6.225	DH & W
h	50°10'	2.38	DH & W
i	346°28'20"	2.435	DH & W
j	88°24'	7.12	DH & W
k	49°18'50"	7.575	DH & W
l	80°09'30"	7.045	DH & W
m	105°43'50"	14.125	DH & W
n	156°09'	1.25	DH & W
o	191°03'	9.14	DH & W
p	253°24'10"	6.775	DH & W
q	105°28'10"	1.445	DH & W
r	68°00'50"	6.82	DH & W
u	101°28'	1.12	DH & W
v	141°48'30"	11.265	SSM 103751

DETAIL PLAN

STREET

THE ESPLANADE

JINDABYNE

PM 6772 FD

PM 6771

'B'

270° 00'

45°

162.805 BY COORDS AND SURVEY

I.S.G.N.

RM DHAW IN KB FD 115°51' - 15.54 (DP239326)

RM DHAW IN KB FD 182°51'30" - 5.47

211°54' - 8.42 (DP808175)

RK MK FD (DP239326)

RK MK NOT FD

RK MK FD (DP239326)

RK MK FD (DP239326)

RK MK FD (DP239326)

RK MK FD (DP239326)

RK GIP FD NOW GONE 0.61 DP205483

SSM - SSM 346°14'45" 90.61

POSITIVE COVENANT VIDE DP 879699

'A' DENOTES DRAINAGE EASEMENT 1.5, 2 WIDE & VARIABLE WIDTH

'B' DENOTES EASEMENT TO DRAIN WATER WATER 1 WIDE AND VARIABLE WIDTH

'C' DENOTES EXISTING EASEMENT TO DRAIN WATER 2 WIDE & VARIABLE WIDTH VIDE DP879699

'D' DENOTES EASEMENT TO DRAIN WATER WATER 6 & 10.5 WIDE

'E' DENOTES EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE & VARIABLE WIDTH

'F' DENOTES EASEMENT FOR ACCESS AND DRAINAGE PURPOSES 8 WIDE, 6 WIDE, 18 WIDE, 9.75 WIDE AND VARIABLE WIDTH

'G' DENOTES EASEMENT TO DRAIN WATER 3.2 WIDE

'H' DENOTES EASEMENT TO DRAIN UNCONCENTRATED OVERLAND FLOW 'E''F' VARIABLE WIDTH

'J' DENOTES EASEMENT TO DRAIN WATER AND OVERLAND FLOW OF WATER 8 WIDE

'K' DENOTES DRAINAGE EASEMENT 3 WIDE AND VARIABLE WIDTH

'L' DRAINAGE EASEMENT VAR WIDTH

'M' DRAINAGE EASEMENT 11 WIDE

'N' EASEMENT TO DRAIN WATER 2 WIDE

'R' DENOTES RESTRICTION ON USE OF LAND

'S' DENOTES RIGHT OF ACCESS 8 WIDE, 6 WIDE, 18 WIDE, 9.75 WIDE AND VARIABLE WIDTH

EASEMENT TO DRAIN WATER 1.5, 1.8 AND VARIABLE WIDTH VIDE DP808175

PT. 1

SURVEY PRACTICE REGULATION 1990: CLAUSE 32(2)

ISG COORDINATES

MARK	EAST	NORTH	ZONE	ACCY
PM 6771	321 183.357	6 264 980.321	56/1	2
PM 6772	321 021.770	6 265 000.199	56/1	2
SSM 11060	321 142.911	6 264 619.540	56/1	2
SSM 11059	321 138.249	6 264 480.053	56/1	2

SOURCE: ISG COORDINATES ADOPTED FROM SCIMS ON MAY 17, 1995
COMBINED SCALE FACTOR 0.99995

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
11	326°35'20"	10.195	10.285	22
12	301°54'40"	8.605	8.665	22
13	280°05'40"	8.045	8.09	22
14	258°05'40"	8.745	8.805	22
15	237°13'10"	7.195	7.225	22
16	236°15'30"	14.69	14.745	50
17	335°57'40"	1.75		
18	254°12'30"	16.01	16.085	48.25
19	175°13'10"	1.75		
20	266°58'30"	5.52	5.525	50
21	275°20'40"	9.07	9.085	50
22	274°36'10"	4.555	4.565	22
23	253°24'50"	11.57	11.71	22
24	229°52'40"	6.345	6.365	22
25	205°47'10"	11.985	12.135	22
26	186°03'40"	3.005	3.01	22
27	171°53'10"	7.835	7.875	22
28	151°37'50"	7.64	7.68	22
29	128°10'40"	10.235	10.33	22
30	139°58'10"	11.94	12.335	19
32	30°12'40"	4.245		
33	71°02'20"	7.855	7.865	54

SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
34	58°15'30"	16.17	16.23	54
35	49°38'50"	0.98		
36	170°37'10"	3.535		
37	49°38'50"	5		
38	168°08'	3.97	3.985	14
39	50°12'30"	5.53	5.535	58
40	103°53'50"	23.235	27.41	14
41	64°06'20"	21.795	21.925	58
42	84°03'50"	18.405	18.485	58
43	55°15'50"	19.895	22.13	14
44	96°52'20"	7.44	7.445	58
45	301°51'30"	5.46	5.475	22
46	332°21'10"	17.095	18.39	14
47	99°58'50"	1.75		
48	255°12'40"	5		
49	300°12'40"	4.245		
50	327°00'40"	13.615	13.84	22
51	286°26'40"	4.66		
52	251°30'30"	5.94	5.945	46
53	286°48'50"	3.345		
54	345°12'40"	2.965		
55	75°12'40"	1.75		
56	255°12'40"	1.75		
57	255°12'40"	3		
58	92°10'50"	9.91	9.91	152.4
59	88°01'30"	12.19	12.19	152.4
62	348°52'40"	3.61	3.62	14
63	348°08'	6.24	6.26	22
70	49°38'50"	3.82		

SCHEDULE OF EASEMENT BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
71	69°59'	9.755		
72	86°59'30"	13.1	13.63	14
73	119°28'40"	8.715		
74	74°12'30"	16.595	16.67	50
75	62°19'20"	8.795	8.805	46
76	65°31'50"	8.59		
77	49°02'10"	8.59		
78	27°09'	6.72		
79	159°59'	15.5		
80	139°11'	11.07		
81	131°35'20"	8		

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Req:R351197 /Doc:DP 0285537 P /Rev:15-Jun-2005 /Sts:SC.OK /Prt:25-Mar-2013 14:51 /Pgs:ALL /Seq:2 of 8
Ref:Vahivo Pty Limited t/as The Legal Group /Src:P

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

*OFFICE USE ONLY

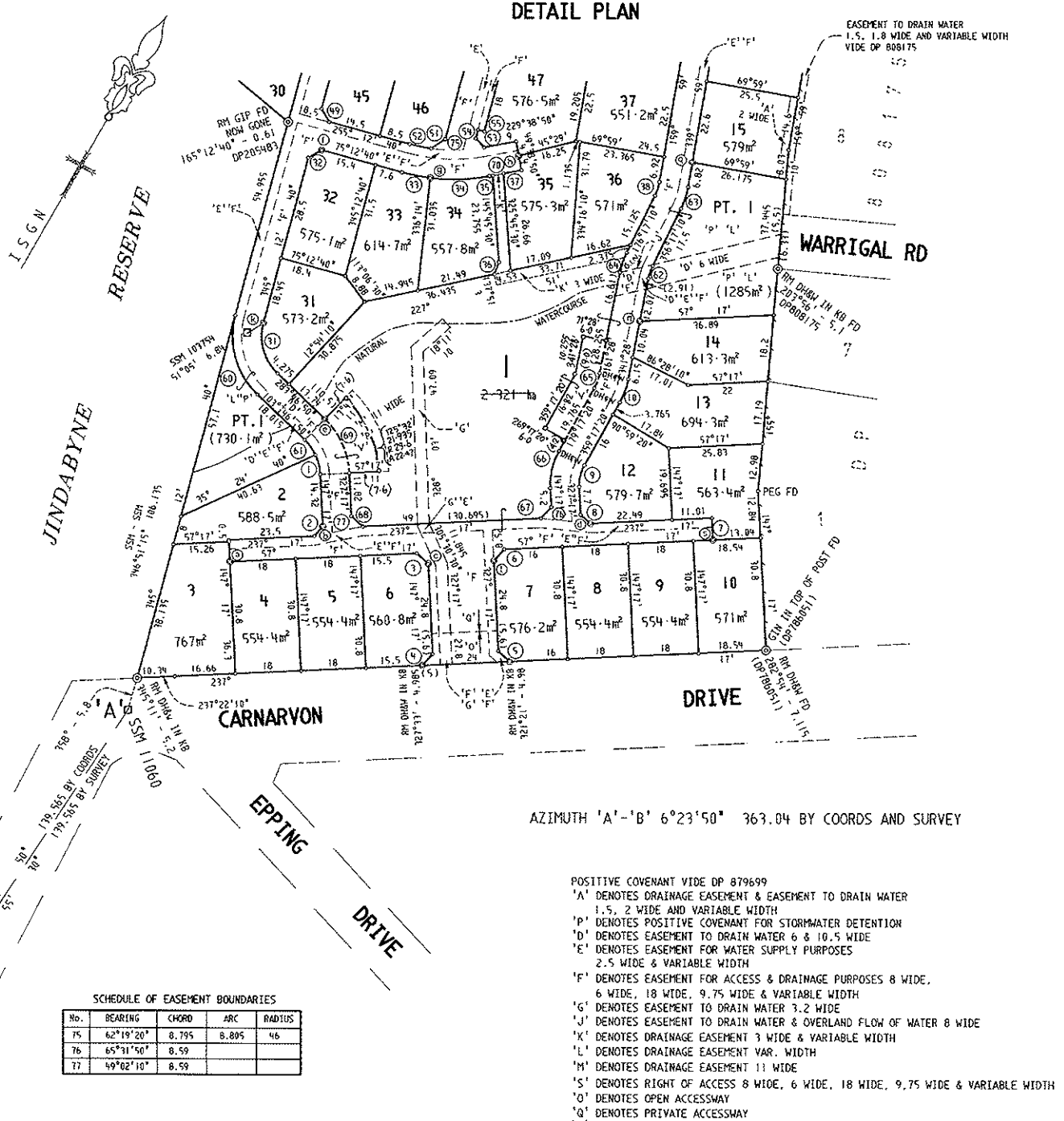
DETAIL PLAN

SCHEDULE OF SHORT LINES AND CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	135°52'40"	5.535	5.575	14
2	192°17'	3.535		
3	102°17'	4.245		
4	192°17'	4.245		
5	282°17'	4.245		
6	12°17'	4.245		
7	327°17'	6		
8	282°17'	3.535		
9	343°17'10"	6.065	6.145	11
10	350°22'40"	6.815	6.845	22
31	314°29'50"	14.3	15.81	14
32	30°12'40"	4.245		
33	71°02'20"	7.855	7.865	54
34	58°15'30"	16.17	16.23	54
35	49°38'50"	0.98		
36	170°37'10"	3.535		
37	49°38'50"	5		
38	168°08'	3.97	3.985	14
49	300°12'40"	4.245		
51	206°26'40"	4.66		
52	251°30'30"	5.94	5.945	46
53	286°48'50"	3.345		
54	345°12'40"	2.465		
55	75°12'40"	1.75		
60	134°29'50"	22.475	23.585	22
61	114°07'40"	5.03	5.055	14
62	348°52'40"	3.61	3.62	14
63	348°08'	6.24	6.26	22
64	168°52'40"	5.675	5.69	22
65	170°22'40"	4.335	4.355	14
66	163°17'10"	18.475	18.615	19
67	192°17'	4.245		
68	282°17'	4.245		
69	305°32'	16.305	16.705	22
70	49°38'50"	3.02		

REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
a	210°17'	2.685	DH & W
b	244°42'	9.19	DH & W
c	172°10'50"	3.015	DH & W
d	63°45'40"	11.63	DH & W
e	14°19'50"	1.19	DH & W
f	75°12'40"	3	DH & W
g	232°27'20"	6.225	DH & W
h	50°10'	2.38	DH & W
k	43°18'50"	7.575	DH & W
q	105°28'10"	1.445	DH & W
r	68°00'50"	6.82	DH & W
s	82°37'	2.83	DH & W
t	64°43'	2.495	DH & W



SCHEDULE OF EASEMENT BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
75	62°19'20"	8.795	8.805	46
76	65°31'50"	8.59		
77	49°02'10"	8.59		

POSITIVE COVENANT VIDE DP 879699
'A' DENOTES DRAINAGE EASEMENT & EASEMENT TO DRAIN WATER 1.5, 2 WIDE AND VARIABLE WIDTH
'P' DENOTES POSITIVE COVENANT FOR STORMWATER DETENTION
'D' DENOTES EASEMENT TO DRAIN WATER 6 & 10.5 WIDE
'E' DENOTES EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE & VARIABLE WIDTH
'F' DENOTES EASEMENT FOR ACCESS & DRAINAGE PURPOSES 8 WIDE, 6 WIDE, 18 WIDE, 9.75 WIDE & VARIABLE WIDTH
'G' DENOTES EASEMENT TO DRAIN WATER 3.2 WIDE
'J' DENOTES EASEMENT TO DRAIN WATER & OVERLAND FLOW OF WATER 8 WIDE
'K' DENOTES DRAINAGE EASEMENT 3 WIDE & VARIABLE WIDTH
'L' DENOTES DRAINAGE EASEMENT VAR. WIDTH
'M' DENOTES DRAINAGE EASEMENT 11 WIDE
'S' DENOTES RIGHT OF ACCESS 8 WIDE, 6 WIDE, 18 WIDE, 9.75 WIDE & VARIABLE WIDTH
'O' DENOTES OPEN ACCESSWAY
'Q' DENOTES PRIVATE ACCESSWAY
'V' DENOTES PARKING BAY

DP 285537

Registered: 11.12.1998

This is sheet 3 of my plan in 5 sheets dated 30.6.98

Surveyor registered under the Surveyors Act 1978

This is sheet 3 of the plan of 5 sheets covered by my certificate No. 10163 of 18-11-98.

~~General Manager~~/Authorised Person

For use where space is insufficient in any panel on Plan Form 2

Reduction Ratio 1:800

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE 95-64

Req:R351197 /Doc:DP 0285537 P /Rev:15-Jun-2005 /Sts:SC.OK /Prt:25-Mar-2013 14:51 /Pgs:ALL /Seq:3 of 8
Ref:Yahivo Pty Limited t/as The Legal Group /Src:P

PLAN FORM 3 To be used in conjunction with Plan Form 7 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION *OFFICE USE ONLY

NEIGHBOURHOOD PROPERTY PLAN

NEIGHBOURHOOD PROPERTY LOT ONLY
FOR SURVEY MARKINGS, SEE DETAIL PLAN
(SHEETS 2 AND 3 OF 5 SHEETS)

NEIGHBOURHOOD PLAN
DP No. DP 285537

Registered 11.12.1998

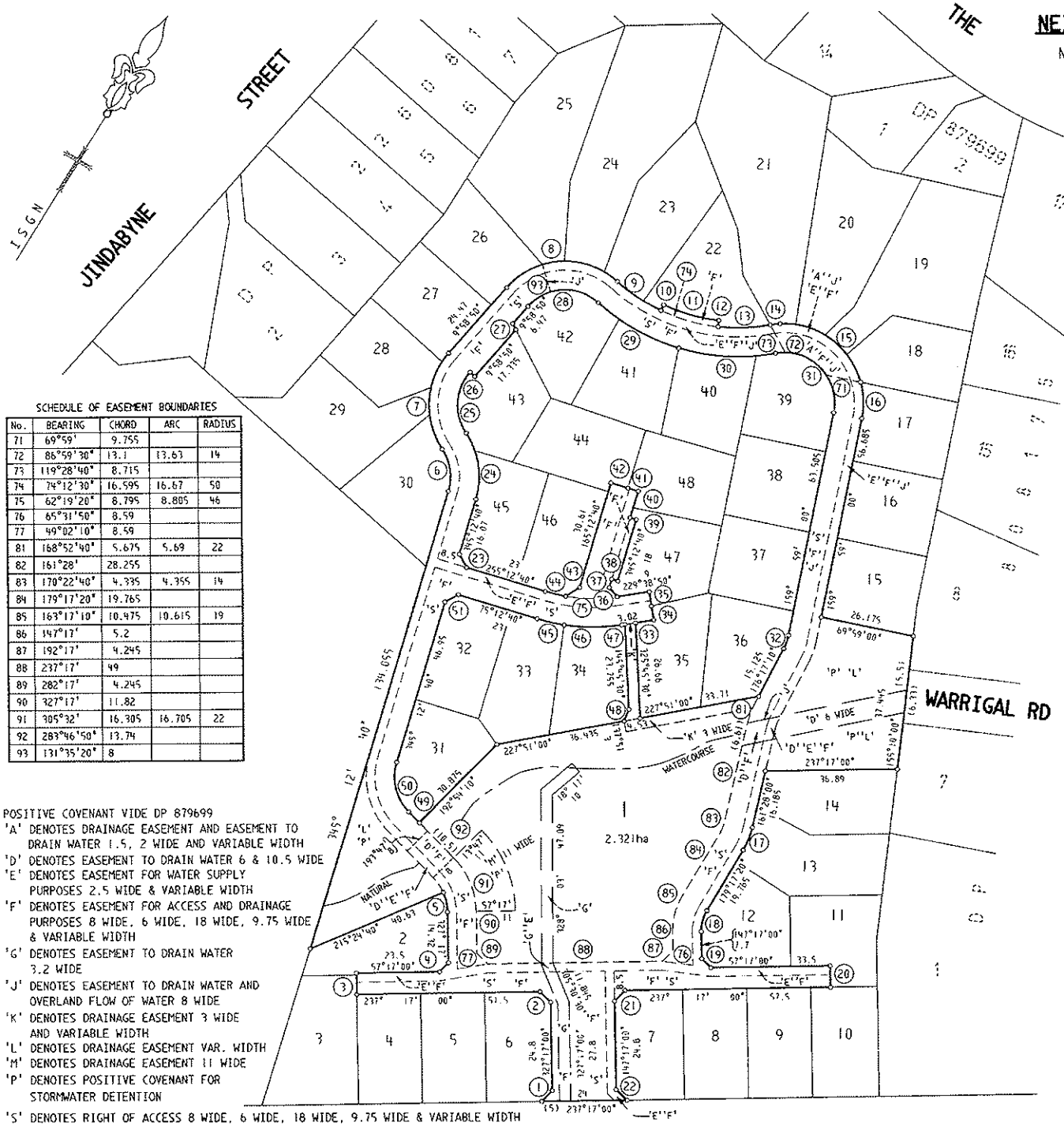
This is sheet 4 of my plan in 5 sheets dated 30.6.98

Surveyor registered under the Surveyors Act 1929

This is sheet 4 of the plan of 5 sheets covered by my certificate No. 10163 of 18-11-98

~~General Manager~~ / Authorised Person

For use where space is insufficient in any panel on Plan Form 7



SCHEDULE of EASEMENT BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
71	69°59'	9.755		
72	86°59'30"	13.1	13.63	14
73	119°28'40"	8.715		
74	74°12'30"	16.595	16.67	50
75	62°19'20"	8.795	8.805	46
76	65°31'50"	8.59		
77	99°02'10"	8.59		
81	168°52'40"	5.675	5.69	22
82	161°28'	28.255		
83	170°22'40"	4.335	4.335	14
84	179°17'20"	19.765		
85	163°17'10"	10.475	10.615	19
86	147°17'	5.2		
87	192°17'	4.245		
88	237°17'	99		
89	282°17'	4.245		
90	327°17'	11.82		
91	305°32'	16.305	16.705	22
92	283°46'50"	13.74		
93	131°35'20"	8		

SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	12°17'00"	4.245		
2	282°17'00"	4.245		
3	327°17'00"	6		
4	12°17'00"	3.535		
5	315°52'40"	5.535	5.575	14
6	319°58'10"	11.94	12.335	14
7	332°21'10"	26.865	28.895	22
8	55°15'50"	31.265	34.775	22
9	92°10'40"	14.555	14.61	50
10	355°13'10"	1.75		
11	74°12'30"	16.01	16.085	48.25
12	155°57'40"	1.75		
13	56°15'30"	14.69	14.745	50
14	51°26'10"	2.785	2.785	22
15	94°07'40"	27.73	30	22
16	146°35'20"	10.195	10.285	22
17	170°22'40"	6.815	6.845	22
18	163°17'10"	6.065	6.145	11
19	102°17'00"	3.535		
20	147°17'00"	6		
21	192°17'00"	4.245		
22	102°17'00"	4.245		
23	300°12'40"	4.245		
24	319°52'50"	18.7	19.315	22
25	332°21'10"	17.895	18.39	14
26	99°58'50"	1.75		
27	300°50'10"	1.875		
28	55°15'50"	19.895	22.13	14
29	87°44'30"	25.715	25.93	58
30	61°22'20"	27.205	27.46	58
31	109°53'50"	23.235	27.41	14
32	168°08'00"	3.97	3.985	14
33	49°38'50"	5		
34	319°38'50"	4		
35	319°38'50"	4		
36	286°48'50"	3.345		
37	345°12'40"	2.465		
38	75°12'40"	1.75		
39	255°12'40"	1.75		
40	345°12'40"	7.78		
41	255°12'40"	3		
42	255°12'40"	5		
43	206°26'40"	4.66		
44	251°30'30"	5.94	5.945	46
45	71°02'20"	7.855	7.865	54
46	58°15'30"	16.17	16.23	54
47	49°38'50"	0.98		
48	170°37'10"	3.535		
49	283°46'50"	4.275		
50	319°29'50"	14.3	15.01	14
51	30°12'40"	4.245		
52	69°59'00"	2.625		

POSITIVE COVENANT VIDE DP 879699
'A' DENOTES DRAINAGE EASEMENT AND EASEMENT TO DRAIN WATER 1.5, 2 WIDE AND VARIABLE WIDTH
'D' DENOTES EASEMENT TO DRAIN WATER 6 & 10.5 WIDE
'E' DENOTES EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE & VARIABLE WIDTH
'F' DENOTES EASEMENT FOR ACCESS AND DRAINAGE PURPOSES 8 WIDE, 6 WIDE, 18 WIDE, 9.75 WIDE & VARIABLE WIDTH
'G' DENOTES EASEMENT TO DRAIN WATER 3.2 WIDE
'J' DENOTES EASEMENT TO DRAIN WATER AND OVERLAND FLOW OF WATER 8 WIDE
'K' DENOTES DRAINAGE EASEMENT 3 WIDE AND VARIABLE WIDTH
'L' DENOTES DRAINAGE EASEMENT VAR. WIDTH
'M' DENOTES DRAINAGE EASEMENT 11 WIDE
'P' DENOTES POSITIVE COVENANT FOR STORMWATER DETENTION
'S' DENOTES RIGHT OF ACCESS 8 WIDE, 6 WIDE, 18 WIDE, 9.75 WIDE & VARIABLE WIDTH

Reduction Ratio 1:800

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE 95-64

Req:R351197 /Doc:DP 0285537 P /Rev:15-Jun-2005 /Sts:SC.OK /Prt:25-Mar-2013 14:51 /Pgs:ALL /Seq:4 of 8
Ref:Vahivo Pty Limited t/as The Legal Group /Src:P

PLAN FORM 3 To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

*OFFICE USE ONLY

DP285537

SCHEDULE OF UNIT ENTITLEMENT

LOT No.	UNIT ENTITLEMENT	SUBDIVISION
1	NEIGHBOURHOOD PROPERTY	
2	2	
3	2	
4	2	
5	2	
6	2	
7	2	
8	2	
9	2	
10	2	
11	2	
12	2	
13	2	
14	2	
15	2	
16	2	
17	2	
18	2	
19	3	
20	3	
21	3	
22	2	
23	2	
24	3	
25	3	
26	2	
27	2	
28	2	
29	3	
30	2	
31	2	
32	2	
33	2	
34	2	
35	2	
36	2	
37	2	
38	2	
39	2	
40	2	
41	2	
42	2	
43	2	
44	2	
45	2	
46	2	
47	2	
48	2	
TOTAL	100	

HISTORICAL FILE
SEE REPLACEMENT SHEET 5A.

NEIGHBOURHOOD PLAN
DP No. 285537

Registered 9/ 11.12.1998

This is sheet 5 of my plan in 5 sheets dated 10.6.98

Surveyor registered under the Surveyors Act 1929

This is sheet 5 of the plan of 5 sheets covered by my certificate No. 10163 of 18-11-98

~~General Manager~~ / Authorised Person

For use where space is insufficient in any panel on Plan Form 2

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENT FOR THE NEIGHBOURHOOD SCHEME WHICH IS LIABLE TO BE ALTERED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED SHEET 5A, 5B OR 5C ETC AS THE CIRCUMSTANCES REQUIRE.

I, IAN SOUTER OF HERON COVE MARINA, NEWPORT 2106, BEING A REGISTERED SURVEYOR UNDER THE SURVEYORS ACT, 1919, CERTIFY THAT NO VALUATION WAS MADE AND THAT THE UNIT ENTITLEMENTS ARE BASED UPON ESTIMATION OF THE RELATIVE VALUES OF THE LOTS.

Reduction Ratio 1:

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE 95-64

Req:R351197 /Doc:DP 0285537 P /Rev:15-Jun-2005 /Sts:SC.OK /Prt:25-Mar-2013 14:51 /Pgs:ALL /Seq:5 of 8
Ref:Vahivo Pty Limited t/as The Legal Group /Src:P

PLAN FORM 3 To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP 285537

REPLACEMENT SHEET 5A

Registered dd. 10.4.2003 *

This is sheet 3 of my plan in 3 sheets dated

Surveyor registered under Surveyors Act 1929

This is sheet 5A of the plan of sheets covered by Subdivision Certificate No. of

Authorised Person/General Manager/Accredited Certifier

For use where space is insufficient in any panel on Plan Form 2.

*OFFICE USE ONLY

UNIT ENTITLEMENTS AMENDED VIDE AB485197 & 2005/991 10.6.2005

WARNING STATEMENT REGARDING THE INITIAL SCHEDULE OF UNIT ENTITLEMENTS

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENTS FOR THE NEIGHBOURHOOD SCHEME WHICH IS LIABLE TO BE ALTERED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME IN ACCORDANCE WITH THE PROVISIONSOF SECTION 30 OF THE COMMUNITY LAND DEVELOPMENT ACT 1989.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED SHEET 5B AS THE CICCUMSTANCES REQUIRE.

INITIAL SCHEDULE OF UNIT ENTITLEMENT

LOT No	UNIT ENTITLEMENT	SUBDIVISION
1	NEIGHBOURHOOD PROPERTY	
2	2	
3	2	
4	2	
5	2	
6	2	
7	2	
8	2	
9	2	
10	2	
11	2	
12	2	
13	2	
14	2	
15	2	
16	2	
17	2	
18	~~2~~ 3	
19	~~2~~ 3	
20	~~2~~ 3	
21	~~2~~	SUBDIVIDED INTO LOT 50
22	~~2~~	SUBDIVIDED INTO LOT 49
23	2	
24	~~2~~ 3	
25	~~2~~ 3	
26	2	
27	2	
28	2	
29	~~2~~ 3	
30	2	
31	2	
32	2	
33	2	
34	2	
35	2	
36	2	
37	2	
38	2	
39	2	
40	2	
41	2	
42	2	
43	2	
44	2	
45	2	
46	2	
47	2	
48	2	
49	2	
50	~~2~~ 3	
TOTAL	~~100~~ 101	

SCHEDULE OF UNIT ENTITLEMENTS RECTIFIED (SEE REQUEST AB485197)

UNIT ENTITLEMENT FOR LOT 18 AND THE TOTAL UNIT ENTITLEMENT AMENDED IN ACCORDANCE WITH ORDER OF CT & TT (SEE REQUEST AB485197)

UPDATE NOTE FOR SCHEDULE OF UNIT ENTITLEMENTS

THIS SHEET CONTAINS AN UPDATED SCHEDULE OF UNIT ENTITLEMENTS & REPLACES SHEET 5 OF THE PLAN REGISTERED ON 11-12-1998

ADDITIONAL SHEET NOTE (LOTS 21 & 22 DEFINITION CHANGED)

~~This is sheet 6 of DP 285537 and it replaces sheet 1 as regards to Lots 21 & 22 and is an additional sheet~~

Reduction Ratio 1:

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE:

Req:R351197 /Doc:DP 0285537 P /Rev:15-Jun-2005 /Sts:SC.OK /Prt:25-Mar-2013 14:51 /Pgs:ALL /Seq:6 of 8
Ref:Vahivo Pty Limited t/as The Legal Group /Src:P

PLAN FORM 2

Plan Drawing only to appear in this space

DP 285537

ADDITIONAL SHEET 6

Registered: 10.4.2003

C.A: SEE CERTIFICATE

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U1860-51

Last Plan: D.P. 285537

PLAN SUBDIVISION OF LOTS 21 & 22 IN DP 285537.

Lengths are in metres. Reduction Ratio 1:250

L.G.A. WARRINGAH

Locality: FRENCHS FOREST

Parish: MANLY COVE

County: CUMBERLAND

This is sheet 1 of my plan in 3 sheets (Delete if inapplicable)

SURVEY CERTIFICATE

I, GRAHAM KENNETH WILSON

of 4 BRADLEY STREET DRUMMOYNE

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

This survey relates to LOTS 1-2

Datum Line of Azimuth: A–B

Zone: Suburban/Country Signature

Surveyor registered under Surveyors Act 1929 as amended

Plans used in preparation of survey/compilation.

DP 285537

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

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

... George Bank Limited ACN 051 500 ...
... as Attorney under Power of Attorney
Registered Number 20 Book 4115

Attorney:

Name: KEVIN RAYNER

Position: SUPERVISOR

Who is personally known to me

Signature:

Name of Witness: ALEX AFRICH

... 16 Montgomery Street, Kogarah

SIGNATURES AND SEALS ONLY

20

D P 285537

1899m²

23

D P 285537

610.3m²

SEE DETAIL SHEET

TALLOWOOD WAY

ISG

SHORT LINE TABLE

1	135° 02' 40"	2.8
2	128° 12'	3.08

THIS IS SHEET 6 OF DP 285537 AND IT REPLACES SHEET 1 AS REGARDS Lots 21 & 22 AND IS AN ADDITIONAL SHEET.

Crown Lands Office Approval

PLAN APPROVED _____ Authorised Officer

Land District _____

Paper No. _____

Field Book _____ pages _____

Council's Certificate

I hereby certify that the provisions of s. 109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed SECONDARY DWELLING set out herein. (Insert "new road", "subdivision" or "consolidated lot")

(Signature) _____

General Manager/Authorised Person/Accredited Certifier

Consent Authority: WARRINGAH COUNCIL

Date of Endorsement: 9/5/2002

Subdivision Certificate no: 10451

Accreditation no: _____

File no: SD 9422

Note

When the plan is to lodged electronically in the Land Titles Office it should include a signature in an electronic or digital format approved by the Registrar-General.

SURVEYOR'S REFERENCE: 99296 – CHECKLIST

GER WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

FILE_NO>

Filename:

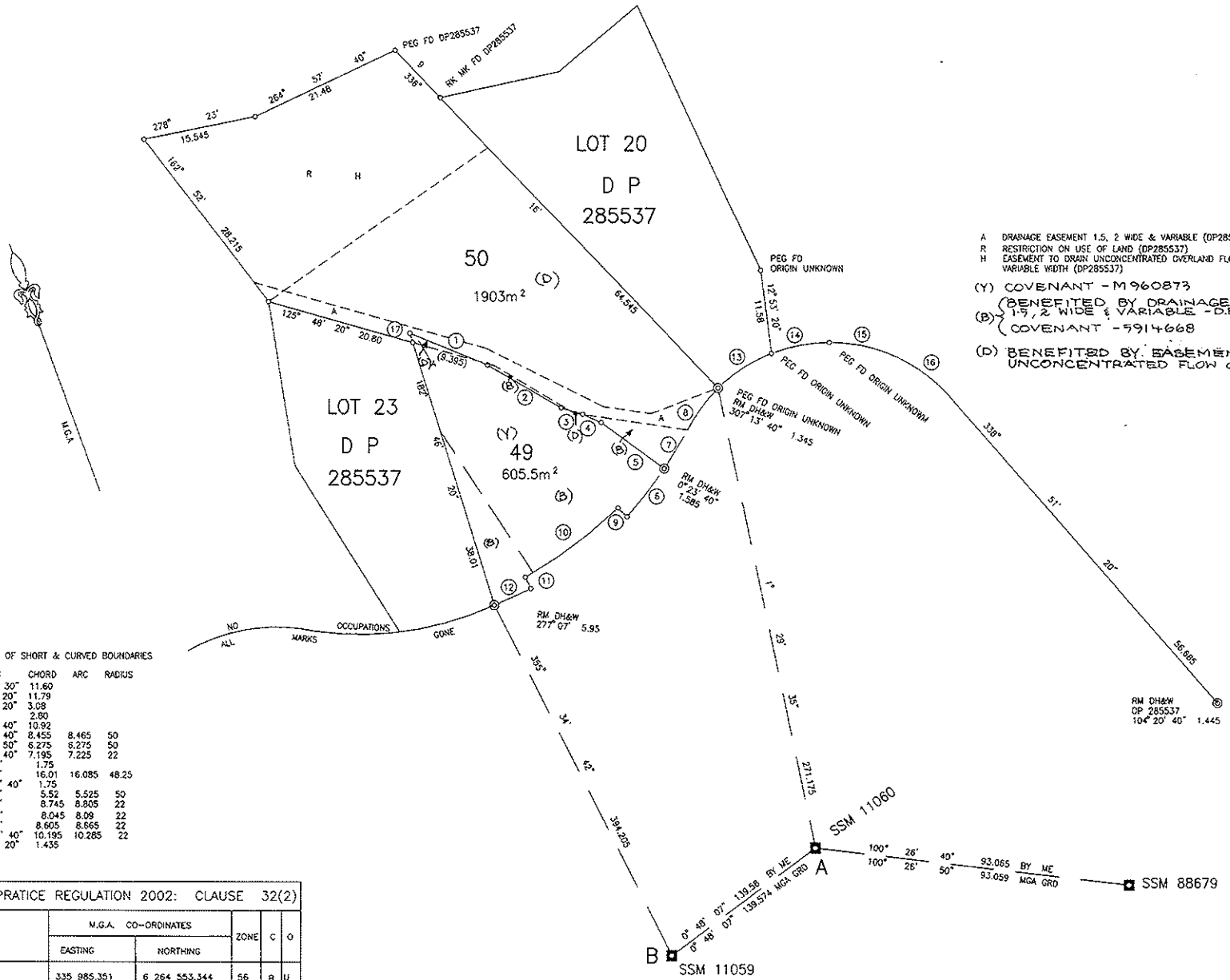
Req:R351197 /Doc:DP 0285537 P /Rev:15-Jun-2005 /Sts:SC.OK /Prt:25-Mar-2013 14:51 /Pgs:ALL /Seq:7 of 8
Ref:Vahivo Pty Limited t/as The Legal Group /Src:P

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

ADDITIONAL SHEET NOTE (LOTS 21 & 22 DEFINITION CHANGED)

This is sheet 7 of DP 285537 and it replaces sheet 1 as regards to Lots 21 & 22 and is an additional sheet

DETAIL PLAN



A DRAINAGE EASEMENT 1.5, 2 WIDE & VARIABLE (DP285537)
R RESTRICTION ON USE OF LAND (DP285537)
H EASEMENT TO DRAIN UNCONCENTRATED OVERLAND FLOW VARIABLE WIDTH (DP285537)

(Y) COVENANT - M960873

(B) BENEFITED BY DRAINAGE EASEMENT 1.5, 2 WIDE & VARIABLE - D.P.285537. COVENANT - 5914668

(D) BENEFITED BY EASEMENT TO DRAIN UNCONCENTRATED FLOW OF WATER - D.P.285537

SCHEDULE OF SHORT & CURVED BOUNDARIES

No	BEARING	CHORD	ARC	RADIUS
1	312° 08' 30"	11.60		
2	320° 08' 20"	11.79		
3	307° 04' 20"	3.08		
4	313° 55'	2.80		
5	326° 09' 40"	10.92		
6	58° 43' 40"	8.455	8.465	50
7	50° 16' 50"	6.275	6.275	50
8	68° 05' 40"	7.195	7.225	22
9	154° 50'	1.75		
10	253° 05'	16.01	16.085	48.25
11	174° 05' 40"	1.75		
12	265° 51'	5.52	5.525	50
13	256° 58'	8.745	8.805	22
14	278° 58'	8.045	8.09	22
15	300° 47'	8.605	8.665	22
16	325° 27' 40"	10.195	10.285	22
17	2° 46' 20"	1.435		

SURVEY PRATICE REGULATION 2002: CLAUSE 32(2)

MARK	M.G.A. CO-ORDINATES EASTING	M.G.A. CO-ORDINATES NORTHING	ZONE	C	O
SSM 11059	335 985.351	6 264 553.344	56	B	U
SSM 11060	335 987.308	6 264 692.892	56	B	U
SSM 88679	338 079.350	6 264 675.913	U	B	

SOURCE: M.G.A. CO-ORDINATES ADOPTED FROM S.C.I.M.S. AS AT 25TH FEBRUARY 2003
POINT SCALE FACTOR 0.999916

DP 285537

ADDITIONAL SHEET 7

Registered AC 10-4-2003 *

This is sheet 2 of my plan in 3 sheets dated

Surveyor registered under Surveyors Act 1929

This is sheet of the plan of sheets covered by Subdivision Certificate No. of

Authorised Person/General Manager/Accredited Certifier

For use where space is insufficient in any panel on Plan Form 2

*OFFICE USE ONLY

Reduction Ratio 1:

SURVEYOR'S REFERENCE:

Plan Drawing only to appear in this space

Req:R351197 /Doc:DP 0285537 P /Rev:15-Jun-2005 /Sts:SC.OK /Prt:25-Mar-2013 14:51 /Pgs:ALL /Seq:8 of 8
Ref:Vahivo Pty Limited t/as The Legal Group /Src:P

HARDY, BUSBY & HYSON

A. L. BUSBY
TEL: 74 5949

W. R. HARDY
TEL: 90 1363

T. A. ROLLES
TEL: 75 5017

R. J. HOLMES
TEL: 37 8050

REGISTERED SURVEYORS UNDER SURVEYORS ACT 1929
MEMBERS OF THE INSTITUTION OF SURVEYORS AUSTRALIA

ELDON CHAMBERS
92 PITT STREET
SYDNEY.

'A'

Messrs. David Landa Stewart Jo.,
(re ..R. ..s. Kite)

Gladsbyne Street,
BURWOOD HEIGHTS.

We have made a survey of the whole land in Certificate of Title No. 226081, being the whole of the land comprised in Certificate of Title Vol. 10077 Fol. 192, situated at Burwood Heights in the Shire of Carringbah and report as follows:-

A brick cottage, roofed with tiles, known as No. 25 Gladsbyne Street, stands wholly within the boundaries of the land.

The land has 60'0" frontage to Gladsbyne Street. The remaining dimensions and position of cottage are shown upon the sketch below.

Subject property complies with the local Government Act Ordinances as regards distance of walls and of eaves and gutters from the side boundaries.

There are no encroachments by or upon this property.

Marks are all existing the division boundaries as shown on sketch.

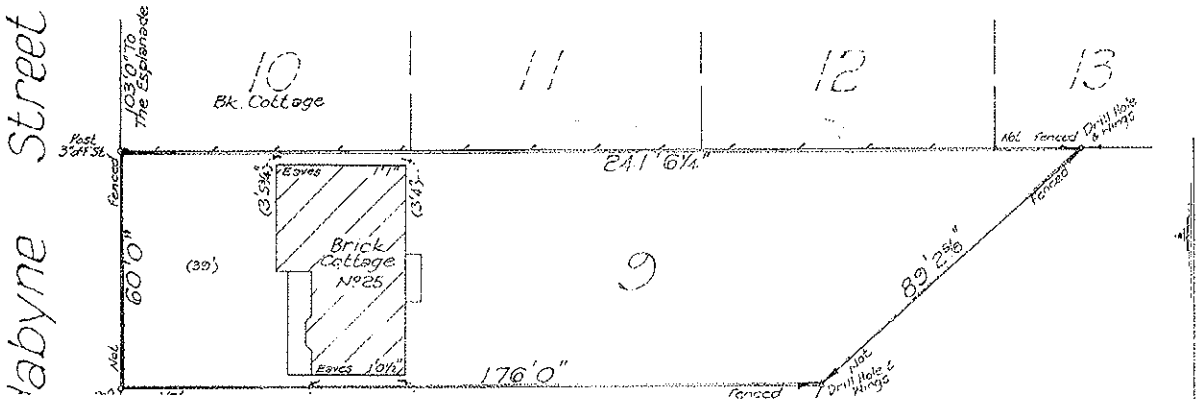
HARDY, BUSBY & HYSON.

Per .....

Subject property comprises the land more particularly contained in the annexure to this report marked "A".

HARDY, BUSBY & HYSON.

Per .....



"A"

SPECIAL CONDITIONS.

1. The purchaser shall in the Transfer covenant with the Vendor to the following effect in addition to the covenants regarding dividing fences referred to in Clause 11 of the Contract:-

And the Transferee doth hereby covenant and agree with the Transferor as follows:-

1. That no main building shall be erected on the land hereby transferred having a minimum area of less than 1,200 square feet.

2. That no external walls of any building erected on the land hereby transferred shall be of any material other than eighty per centum of brick, brick veneer, stone or concrete (namely of eighty per centum of any two or more of such materials or of such other materials as may be approved by Real Property Improvements Pty. Limited PROVIDED HOWEVER that no such approval shall in any case be given to the use of asbestos cement or to the use of more than twenty per centum of weatherboards.

3. And for the purpose of Section 88 of the Conveyancing Act 1919-1956 it is hereby further agreed and declared that:-

(a) The land to which the benefit of the above covenants is intended to be appurtenant is the land comprised in Deposited Plan No. 226081 other than the land hereby transferred.

(b) The land which is to be subject to the burden of the above covenants is the land hereby transferred.

(c) The above covenants may be released varied or modified by the Authority.

This is the annexure marked 'A' referred to in our report dated 1st July, 1966.

HARDY, BUSBY & TYSON.

per .....

Warringah Council

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

Date Printed: 20 March 2013

Certificate Number: PLC2013/1052

Applicant Reference: Kos Psaltis

Receipt Number: 100189531

Forest Legal Lawyers

Po Box 245

BELROSE WEST NSW 2085

Property Address: 25 Jindabyne Street FRENCHS FOREST NSW 2086

Legal Description: Lot 9 DP 226081

Property ID: 117842

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 2011

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

Collaroy Planning Proposal

St Vincent de Paul Brookvale, Planning Proposal

Evergreen Planning Proposal - 26 Campbell Avenue, Cromer

Belrose Planning Proposal, in the vicinity of Dawes and Perentie Roads, Belrose

Warringah Planning Proposal

Please contact Council's Strategic Planning unit with enquiries on 9942 2111

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

Warringah Development Control Plan

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 Warringah Local Environmental Plan 2011*

(a) The Land is identified by Warringah Local Environmental Plan 2011 as being within the following zone:-

LEP - Land zoned R2 Low Density Residential

(b) The purposes for which Warringah Local Environmental Plan 2011 provides that development may be carried out within the zone without the need for development consent.

Refer to extract of Warringah Local Environmental Plan 2011 (attached)

(c) The purposes for which Warringah Local Environmental Plan 2011 provides that development may not be carried out within the zone except with development consent.

Refer to extract of Warringah Local Environmental Plan 2011 (attached)

(d) The purposes for which Warringah Local Environmental Plan 2011 provides that development is prohibited within the zone.

Refer to extract of Warringah Local Environmental Plan 2011 (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

2.2 *Draft Local Environmental Plan – if any*

Nil

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 temporary 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 temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land).

No

(2) (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.

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 than 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.

No

7A. *Flood related development controls information*

(a) 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.*

No

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

Warringah Section 94A Development Contributions Plan 2012 (adopted 24 July 2012 effective 1 August 2012). Please contact Council's Planning and Assessment Counter for more information.

9A *Is this land biodiversity certified land (within the meaning of Part 7AA of the Threatened Species Conservation Act 1995)?*

No

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*

No

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.

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.

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone R2 Low Density Residential

1 Objectives of zone

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

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

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

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

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

4 Prohibited

Any development not specified in item 2 or 3

Copy of Diagram No. 7168588

M. W. S. & D. B.

SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF Warringah

SUBURB OF Frenchs Forest

Scale: Approx. 1:500
Distances/depths in metres
pipe diameters in millimetres

SEWER AVAILABLE

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

NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By-law 8, Clause 3). The existence and position of Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at Board's Head Office or in the case of South Coast District at Board's Wollongong Office (Section 33 of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only.

SYMBOLS AND ABBREVIATIONS

Manhole	O	WS	Waste Stack		
Chamber	Chr.	IP	Induct Pipe		
Lamphole	L.H.	MF	Mica Flap		
Boundary Trap	⊠	T	Tubs		
Inspection Shaft	⊕	K	Kitchen Sink		
Pit	P.I.	W	Water Closet		
Grease Interceptor	G	B	Bath Waste		
Gully	⊠	H	Handbasin		
P Trap	⊠	S	Shower		
Reflux Valve	R	Jn.	Junction		
Cleaning Eye	◇	Dw.	Dishwasher		
Vertical Pipe	O Vert	F	Floor Waste		
Vent Pipe	O V	M	Washing Machine		
Soil Vent Pipe	O SV	BS	Bar Sink		

DRAINAGE

Supervised by ..... / ..... / .....
Inspector

Field Diagram Examined by ..... / ..... / .....
Chief Inspector

Date of Issue ..... Tracing Checked by ..... / ..... / .....

PLUMBING

Supervised by ..... / ..... / .....
Inspector

Outfall ..... Drainer .....

W.S ..... Ur.s ..... Plumber .....

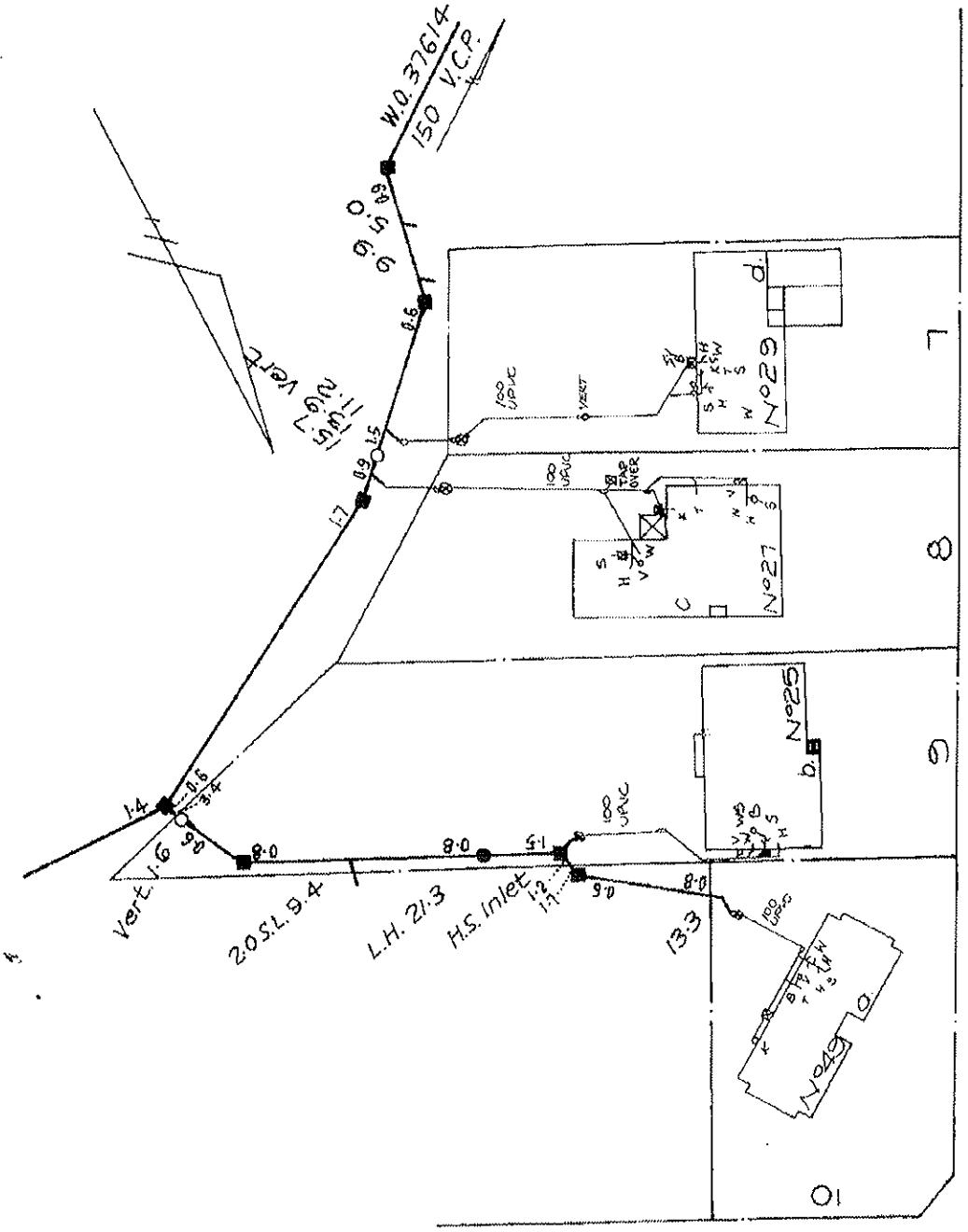
W.O. 37614 Gaz. on 9 / 8 / 85

W.O. ..... Gaz. on ..... / ..... / .....

Boundary Trap ■ is not required

Sheet No. T1452

for Hydraulic Engineer ..... / ..... / .....



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

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

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

Title

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

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
   (a) to what year has a return been made?
   (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
   (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
   (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
   (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
   (e) In respect of any residential building work carried out in the last 7 years:
      (i) please identify the building work carried out;
      (ii) when was the building work completed?
      (iii) please state the builder's name and licence number;
      (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?

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17. If a swimming pool is included in the property:
    (a) when did construction of the swimming pool commence?
    (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
    (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
    (d) are there any outstanding notices or orders?
18. (a) To whom do the boundary fences belong?
    (b) Are there any party walls?
    (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
    (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
    (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
    (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
    (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
    (c) any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
    (a) any resumption or acquisition or proposed resumption or acquisition?
    (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
    (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
    (e) any realignment or proposed realignment of any road adjoining the property?
    (f) any contamination?
22. (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
    (b) If so, do any of the connections for such services pass through any adjoining land?
    (c) Do any service connections for any other property pass through the property?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

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

Requisitions and transfer

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

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