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Contract for the sale of land – 2005 edition

TERM	MEANING OF TERM	
Vendor's agent	**Skyline Real Estate** **Shop 3-7/14 Frenchs Forest Road, Frenchs Forest, NSW 2086**	**Phone: 02 9452 3444** **Fax: 02 9452 4555**
Co-agent		
Vendor	**Gillian White** **42 Knightsbridge Avenue, Belrose, NSW 2085**	
Vendor's Solicitor	**Shipton & Associates** **Suite 1, 1 Raglan Street, Manly NSW 2095**	**Phone: 02 9976 5222** **Fax: 02 9976 5333** **Ref: MS:SA:4763**
Completion date	**42nd day after the date of this contract** (clause 15)	
Land (Address, plan details and title reference)	**42 Knightsbridge Avenue, Belrose 2085** **Registered Plan: Lot 38 Plan DP238665** **Folio Identifier 38/238665**	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
Improvements	☒ HOUSE ☒ garage ☐ carport ☐ home unit ☐ carspace ☐ none ☐ other:	
Attached copies	☐ Documents in the List of Documents as marked or as numbered: ☐ Other documents:	

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

Inclusions	☒ blinds	☒ curtains	☒ insect screens	☒ stove
	☒ built-in wardrobes	☒ dishwasher	☒ light fittings	☒ pool equipment
	☒ clothes line	☒ fixed floor coverings	☒ range hood	☒ TV antenna
	☒ other: Garden shed and two reverse cycle air conditioners			
Exclusions				
Purchaser				
Purchaser's solicitor				
Price	**$**			
Deposit	**$**_____ (10% of the price, unless otherwise stated)			
Balance	**$**			
Contract date	(if not stated, the date this contract was made)			

_____ _____

Vendor **Witness**

GST AMOUNT (optional)
The price includes
GST of:

_____ _____

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

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

Land tax is adjustable ☒ NO ☐ yes

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

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

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

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

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address and telephone number
Not applicable

General

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

Strata or community title (clause 23 of the contract)

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

WARNINGS

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

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

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

DISPUTES

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

AUCTIONS

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

SPECIAL CONDITIONS

AMENDMENTS TO PRINTED FORM OF CONTRACT

30. The following clauses in the printed form of contract shall be amended as follows:

(a) Clause 1: "settlement cheque" – delete "or a building society, credit union or other FCA institution as defined in Cheques Act 1986":

"work order" – add "from any statutory authority or adjoining owner" at the end of the definition.

(b) Clause 3: delete

(c) Clause 4.5: delete

(d) Clause 5: insert the words "objection or claim" after the word "requisition" in line 1

(e) Clause 7: by substituting "only within 21 days after the date of this contract and" for the words "before completion" in line 1

(f) Clause 7.1: delete "that are not" and substitute "including"

(g) Clause 7.1.1: delete

(h) Clause 8.1: by the deletion of the words "on reasonable grounds" and the addition of the words "objection or claim for compensation" at the end

(i) Clause 8.2: by addition of the words "objection or claim for compensation" after "requisition" and deletion of "and those grounds"

(j) Clauses 10.1.8 and 10.1.9: by the deletion of the word "substance" and the insertion of the word "existence" instead

(k) Clause 16.5: delete the words "plus another 20% of that fee"

(l) Clause 16.8: delete "settlement" and substitute "bank".

(m) Clause 16.11.1 and 16.11.3: amend by adding to each "or any other place reasonably nominated by the vendor's solicitors"

(n) Clauses 24.1.1 and 24.1.2: delete and replace with the following:

24.1.1 No adjustment of the unpaid amount will be made under clause 14.2

24.1.2 if the vendor furnishes the purchaser with a statement of the amount unpaid as at the adjustment date, the purchaser (as the vendor's agent) must immediately demand that the tenant pay that amount;

24.1.3 the purchaser must immediately account to the vendor for any amount received from the tenant under that demand; but

24.1.4 if the amount is not then paid by the tenant, the purchaser authorises the vendor (in the name of the purchaser but at the expense of the vendor) to take all steps and institute all proceedings necessary for recovery of the amount and the purchaser must do everything reasonably required by the vendor for the prosecution of any such proceedings against the tenant."

CONDITION AND SUITABILITY OF PROPERTY

31. The purchaser hereby acknowledges that on the signing hereof he is not relying upon any warranty, undertaking or stipulation of any description whether given by the vendor or his agents or otherwise in respect of the property or any improvements erected or to be erected thereon, their suitability for any purpose or financial return other than such warranties, undertakings and stipulations as are expressly set out in this contract.

32. The vendor does not warrant that the subject property is suitable for any particular purpose and the purchaser acknowledges that prior to the execution hereof he has carried out such inspection of the relevant property as he may require and that the said property is being purchased by him subject to any faults, defects or lack of repair (whether latent or patent) that may be found to exist after the date hereof. No objection, requisition or claim for compensation shall be made by the purchaser, in respect of any such faults, defects or lack of repair.

33. The Purchaser acknowledges that it is purchasing the property as a result of its own inspections and inquiries and in the condition and state of repair as at the date of this contract and subject to any existing water, sewerage (except sewers belonging to a registered sewerage authority), drainage, gas, electricity, telephone and other installations ("Service") and cannot make a claim, objection or requisition or rescind or terminate or seek to delay completion in respect of:

(a) The condition, state of repair, dilapidation or infestation (if any) of the property;

(b) Any latent or patent defect in the property;

(c) Any environmental hazard or contamination;

(d) The nature, location, availability or non-availability of the Services or defects in the services;

(e) Whether or not the property is subject to or has the benefit of any rights or easements in respect of the services;

(f) Any underground or surface stormwater drain passing through or over the property or any manhole vent on the Property;

(g) Any rainwater downpipe being connected to the sewer;

(h) Any failure to comply with the Swimming Pool Act, 1992.

DEATH, LIQUIDATION ETC

34. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this Special Condition not been included herein, should either party:-

    (a) die or become mentally ill; or

    (b) be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors; or

    (c) being a company resolve to go into liquidation or have a petition for the winding up of the purchaser presented or enter into any scheme of arrangement with its creditors under the Corporations Law or should any liquidator, receiver or official manager be appointed in respect of the purchaser

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

SEP 28, 25 AND 12

35. The vendor discloses that SEP28 has been repealed and that some provisions of SEP25 and SEP12 that allowed subdivision of dual occupancies have been repealed, and the attached section 149 certificate may be inaccurate in respect of those matters.

REAL ESTATE AGENT

36. The Purchaser warrants to the Vendor that he was not introduced to the property by any agent other than the agent referred to herein, nor was any other agent the effective cause of the sale herein provided for. In the event that the Purchaser is in breach of such warranty the Purchaser hereby agrees to indemnify and keep indemnified the Vendor against any claim for commission by any agent (other than the agent referred to herein) arising out of this sale other than a claim for commission payable pursuant to a signed agreement between the Vendor and the said Agent. This condition shall not merge on completion hereof.

PARTICULARS OF TITLE

37. The Purchaser acknowledges that the particulars of title set out in this Agreement are a sufficient statement of the Vendor's title for the purposes of Clause 4 of this Agreement and the Purchaser shall not be entitled to require the Vendor to serve any further statement of the Vendor's title upon the Purchaser.

COMPLETION

38. The Purchaser shall not be entitled to require the Vendor to register a discharge of any mortgage or withdrawal of any caveat affecting the property prior to completion but will accept on settlement a properly executed discharge of any mortgage or a withdrawal of any caveat in registrable form as regards the subject property together with the appropriate registration fees.

39. It is expressly agreed between the parties hereto that in any circumstances justifying the issue of a Notice to Complete fourteen (14) days will be deemed to be a reasonable and sufficient notice for the purpose.

LIQUIDATED DAMAGES – LATE COMPLETION

40. If completion does not occur because of default of the Purchaser not caused by the Vendor by the date specified in this Agreement for completion then without affecting the Vendor's other remedies under this Contract consequent upon the Purchaser's default, the Purchaser agrees to pay on completion an amount equal to ten per cent (10%) per annum on the balance of purchase moneys outstanding during the period from the date for completion nominated in this Contract to the actual date of completion together with an amount of one hundred and ninety eight dollars ($198.00) (GST inclusive) to cover legal costs for the expenses incurred as a consequence of the delay by the Purchaser. These amounts are deemed to represent liquidated damages in that they are a genuine pre-estimate of the loss that will be caused to the Vendor for the delay in settlement from the date for completion as set out in the Contract to the actual date of completion. Such payment is an essential term of this contract and the Vendor shall be at liberty to not complete this contract unless such payment is made.

TRANSFER

41. The Purchaser expressly acknowledges that Clause 4 hereof provides that the Memorandum of Transfer shall be forwarded to the Vendor within a certain time period (normally 28 days).

    In the event that the Purchaser fails to deliver the Transfer to the Vendor's Conveyancer on or before 10 days before the due date of completion the Purchaser agrees to pay to the Vendor by way of adjustment at settlement the sum of Fifty five dollars ($55.00) (GST inclusive) towards the cost of arranging execution of such transfer on short notice. The Purchaser acknowledges that payment of such sum is an essential term of the Contract.

LAND TAX CERTIFICATE

42. If the Purchaser has obtained a land tax certificate showing a charge on the land and the Purchaser does not serve that land tax certificate on the Vendor at least 14 days before the completion date, then the Purchaser must pay to the Vendor on completion

the sum of $132.00 towards the Vendor's additional costs of arranging clearance of the certificate on short notice.

SETTLEMENT FEE

43. If the Purchaser requests completion at any venue other than that nominated by the vendor or the vendor's mortgagee for the purposes of paying stamp duty, the purchaser must allow an additional $55.00 (GST inclusive) over and above the normal agency fee of Sixty six dollars ($66.00) (GST inclusive) for attending settlement outside of the mortgagee's office or the vendor's solicitor's office as being the additional costs incurred whilst waiting for stamping of documents.

NO SURVEY CERTIFICATE

44. The vendor has no survey certificate but if upon survey there shall be found any such encroachments or breaches of Local Government Ordinances to which the purchaser shall be entitled to object the vendor shall not be obliged to cure or remedy the same and notwithstanding the provisions of Clause 7 of the foregoing conditions of sale the vendor shall not be obliged to satisfy any claim for compensation in respect thereof.

BUILDING CERTIFICATE

45. This Contract is not conditional upon the issue of a Building Certificate under Section 149A of the Environmental Planning and Assessment Act 1979 in respect of the whole or any part of the property. The Purchaser will not require the Vendor to make application for or do anything towards obtaining such a Certificate, or otherwise to comply with the requirements of the local Council relating to the issue of such a Certificate.

SWIMMING POOL

46. The Vendor does not warrant that any swimming pool on the property and pool fencing complies with the requirements imposed by the Swimming Pools Act 1992 and the regulations prescribed under that Act and the Purchaser shall not make any objection requisition or claim for compensation whatsoever in relation thereto.

INVESTMENT OF DEPOSIT

47. The parties hereto hereby authorise the person investing the deposit to provide the relevant Investment Body with details of the Tax File Number of either or both of such parties. The said parties acknowledge that they are aware that in the event of no such Tax File Numbers being provided then tax will be deducted by the Investment Body at the statutory rate then applicable.

DEPOSIT AND DEPOSIT GUARANTEE BOND

48. The delivery to the Vendor or the Vendors' Solicitors of a deposit guarantee bond issued by an Australian licensed trading bank shall, subject to (a) and (b) hereof, be deemed for the purposes of this agreement to be payment of the guaranteed amount at the time of such delivery on account of the deposit to the person or persons nominated in this agreement to receive the deposit, and the following provisions shall apply:

(a) on completion of this agreement, or at such other time as may be provided for the deposit to be accounted for to the Vendor, the Purchaser shall pay the amount stipulated in the deposit guarantee bond to the Vendor in cash or by unendorsed bank cheque; or

(b) if the Vendor serves on the Purchaser a notice in writing claiming to forfeit the deposit, then such service shall operate as a demand upon the Purchaser for payment forthwith of the deposit (or so much thereof as has not been paid) and upon failure of the Purchaser to pay the same within two (2) clear business days of service of such notice the Vendor shall be entitled to demand payment from the guarantor in accordance with the provisions of the deposit guarantee bond, and the provisions of this agreement in relation to the deposit (other than this clause) shall then apply as though this agreement had just been made and required payment of the deposit within two (2) clear business days of demand on the guarantor.

(c) If the vendor serves on the purchaser a notice in writing claiming to forfeit the deposit then, to the extent that the amount has not already been paid to the vendor under the Bond, the purchaser shall forthwith pay the deposit (or so much thereof as has not been paid) to the vendor's solicitors.

(d) The vendor acknowledges that payment under the Bond shall, to the extent of the amount paid, be in satisfaction of the purchaser's obligation to pay the deposit.

(e) The bond must not have an expiry date earlier than the date which is 28 days after the completion date.

(f) If the bond has an expiry date and:-

(i) The completion date is altered to a date which is less than 28 days prior to the date for expiry of the bond; or

(ii) One or both of the parties has the right to rescind the contract but has not exercised that right in accordance with the terms of the contract,

(iii) Then the purchaser must, before the day which is 28 days prior to the expiry of the existing bond (time being of the essence), give the vendor an unendorsed bank cheque in favour of the deposit holder for an amount equal to the deposit or a substitute bond in identical terms as the bond with an expiry date as specified by the vendor, acting reasonably.

(g) If the purchaser does not comply with this special condition, the non-compliance will be taken to be a breach of contract and in that event the Vendor shall be entitled to claim against any deposit monies or bond provided herein.

OR

PAYMENT OF DEPOSIT BY INSTALMENTS

49. Notwithstanding the deposit noted on the front page of this Contract, the parties agree:

(a) The vendors accept payment of the deposit as follows

(i) Upon exchange of contracts $ _____ or _____ (%) of the purchase price;

(ii) Upon completion of this contract a further $ _____ or (%) of the purchase price.

(b) that in any event entitling the vendors to terminate the contract and/or keep or recover the deposit the purchasers shall immediately upon demand by the vendors pay a further amount to the deposit holder to increase the deposit to ten percent (10%) of the purchase price;

(c) that pursuant to clause 9.1 the word "deposit" shall mean the initial deposit paid and the further deposit payable under sub-clause (a) above;

(d) that clause 2.9 is amended by deleting the words "the parties equally" and inserting in lieu the words "the vendors";

(e) that this clause shall not merge on completion and the vendors shall be entitled to sue for recovery for so much of the 10% deposit that remains outstanding as a debt due by the purchasers to the vendors.

FOREIGN CORPORATION OR PERSON

50. The purchaser warrants to the vendor that it is not a "foreign corporation" or a "foreign person" as defined in the Foreign Acquisition and Takeover Act 1975 ("the Act"). Upon demand the purchaser will produce to the vendor such evidence as is required by the vendor in satisfaction of this authority. The purchaser hereby indemnifies the

vendor against all liability, loss, damage and expenses. This provision will not merge in the transfer on completion.

REQUISITIONS ON TITLE

51. The Purchaser acknowledges that the only form of general requisitions on title that the Purchaser shall be entitled to raise pursuant to Clause 5 shall be in the form of Requisitions on Title annexed.

SERVICE OF DOCUMENTS

52. Notwithstanding the provisions contained in Clause 20.6.4 hereof a document under or relating to this contract shall be sufficiently served for the purposes of this contract if the document is sent by facsimile transmission and in any such case shall be deemed to be duly given or made when the transmission has been completed; except where:

    (a) the time of dispatch is not before 5.00 p.m. (Sydney time) on a day on which business is generally carried on in the place to which such notice is sent, in which case the notice shall be deemed to have been received at the commencement of business on the next day in that place; or

    (b) the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission in which case the facsimile transmission shall be deemed not to have been given or made.

INTERPRETATION

53. Headings are for ease of reference only and do not affect the interpretation of this contract.

    If there is any inconsistency between these special conditions and the printed conditions or any annexure hereto, these conditions shall apply.

    Each clause and subclause of the conditions of this contract shall be severable from each other clause and sub-clause, and the unenforceability or invalidity of any clause or subclause shall not affect the enforceability or validity of the remaining clauses and subclauses.

SALE BY AUCTION

54. The following subclauses apply in respect of sale by auction:-

    (i) The Vendor's reserve price must be given in writing to the auctioneer before the auction commences.

(ii) A bid for the Vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the Vendor.

(iii) The highest bidder is the purchaser, subject to any reserve price.

(iv) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.

(v) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion is not in the best interests of the Vendor.

(vi) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.

(vii) A bid cannot be made or accepted after the fall of the hammer.

(viii) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

(ix) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.

(x) One bid only may be made by or on behalf of the Vendor. This includes a bid made by the auctioneer on behalf of the Vendor.

(xi) When making a bid on behalf of the Vendor or accepting a bid made by or on behalf of the Vendor, the auctioneer must clearly state that the bid was made by or on behalf of the Vendor or auctioneer.

GUARANTEE IF CORPORATE PURCHASER OR TRUSTEE PURCHASER

55.

(a) "Guarantor" means:

.....of .....

.....

.....of .....

.....

(b) "Guaranteed Money" means all amounts which at any time for any reason or circumstance are payable, are owing but not currently payable, are contingently owing or remain unpaid (or which are reasonably foreseeable as likely, after that time, to fall within any of those categories), by the Purchaser

to the Vendor in connection with this Contract or any transaction contemplated by it, whether at law, in equity, under statute or otherwise.

(c) The Guarantor acknowledges that the Vendor has entered into this contract with the Purchaser at the request of the Guarantor and that the Guarantor has incurred obligations and given rights under this guarantee and indemnity for valuable consideration received from the Vendor.

(d) The Guarantor unconditionally and irrevocably guarantees payment to the Vendor of the Guaranteed Money.

(e) If the Purchaser does not pay the Guaranteed Money on time and in accordance with the terms of this Contract then the Guarantor agrees to pay the Guaranteed Money to the Vendor on demand from the Vendor (whether or not demand has been made on the Purchaser). A demand may be made at any time and from time to time.

(f) As a separate undertaking, the Guarantor indemnifies the Vendor against all liability or loss arising from, and any costs, charges or expenses incurred in connection with the Guaranteed Money not being recoverable under the preceding Clauses because of any circumstances whatsoever.

(g) This guarantee and indemnity is a continuing security and extends to all of the Guarantee Money and other money payable under this guarantee and indemnity. The Guarantor waives any rights it has of first requiring the Vendor to proceed against or enforce any other right, power, remedy or security or claim payment from the Purchaser or any other person before claiming from the Guarantor under this guarantee and indemnity.

(h) The liabilities under this guarantee and indemnity of the Guarantor as a Guarantor, Principal Debtor or indemnifier and the rights of the Vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including without limitation, one or more of the following:-

(i) The Vendor or another person granting time or other indulgence to, compounding or compromising with or releasing the Purchaser; or

(ii) Acquiescence, delay acts, omissions or mistakes on the part of the Vendor; or

(iii) Any variation or novation of a right of the Vendor, or alteration of this Contract or a document, in respect of the Purchaser.

(i) As long as the Guaranteed Money or other money payable under this guarantee and indemnity remains unpaid, the Guarantor may not, without the consent of the Vendor:-

(i) In reduction of its liability under this guarantee and indemnity raise a defence, set-off or counterclaim available to itself or the Purchaser against the Vendor or claim a set off or make a counter claim against the Vendor; or

(ii) Make a claim or enforce a right (including, without limitation, a mortgage, charge or other encumbrance) against the Purchaser or its property; or

(iii) Prove in competition with the Vendor if a liquidator, provisional liquidator, official manager or trustee in bankruptcy is appointed in respect of the Purchaser or the Purchaser is otherwise unable to pay its debts when they fall due; or

(iv) Claim to be entitled by law of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of a mortgage, charge, other encumbrance or guarantee held for the Guarantee Money or other money payable under this guarantee and indemnity.

(j) The Guarantor represents and warrants that its obligations under this guarantee and indemnity are valid and binding and that it does not enter into this guarantee and indemnity in the capacity of a trustee of any trust or settlement.

SIGNED by the Guarantors	…….
in the presence of	Guarantor
……...	……..
Witness	Guarantor

CERTIFICATE

I, ...

of ....., Solicitor

certify as follows:-

(a). I am a Solicitor currently admitted to practice 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 42 KNIGHTSBRIDGE AVENUE, BELROSE from GILLIAN WHITE ("the Vendor") to ("the Purchaser") in order that there is no cooling off period in relation to the 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, i.e. there is no cooling off period under Section 66W of the Conveyancing Act in relation to the contract.

Dated: .....

Solicitor: .....

Information Provided Through
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Title Search

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Information Broker

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 38/238665

SEARCH DATE	TIME	EDITION NO	DATE
15/11/2012	1:48 PM	6	22/3/2005

LAND

LOT 38 IN DEPOSITED PLAN 238665
AT BELROSE
LOCAL GOVERNMENT AREA WARRINGAH
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP238665

FIRST SCHEDULE

GILLIAN WHITE (T AB363841)

SECOND SCHEDULE (3 NOTIFICATIONS)

1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
2 DP237441 RESTRICTION(S) ON THE USE OF LAND
3 DP238665 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

4763 PRINTED ON 15/11/2012

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Plan Form 3—**TO BE USED WHERE IT IS INTENDED TO DEDICATE PUBLIC ROADS OR PUBLIC RESERVES OR CREATE DRAINAGE RESERVES, EASEMENTS, OR RESTRICTIONS AS TO USER.**

*** OFFICE USE ONLY.**

D P 238665

Registered: 29.1.1970 *

C.A.: No 7138 of 21.10.1929

Title System: Torrens

Purpose: Subdivision

Ref. Map: Warringah Sht 88

Last Plan: D. P 237937

PLAN OF SUBDIVISION OF LOT 43, D.P. 237937.

Scale: 80 Feet to an inch

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

Locality: Belrose

Parish: Manly Cove

County: Cumberland

~~This is sheet 1 of my plan in sheets~~
Delete if inapplicable.

I, Richard Stephen Lovegrove

of 43 Prince Charles Rd, French's Forest

a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in the plan

is accurate and has been made ~~*(1) by me (2) under my~~ immediate supervision in accordance with the Survey Practice Regulations, 1933, and was completed on 1.5.69

August, 1969

Signature

Surveyor registered under Surveyors Act, 1929, as amended

Datum Line of Azimuth: 'A-B'

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

Panel for use only for statements of intention to dedicate public roads or public reserves or create drainage reserves, easements, or restrictions as to user.

It is intended to dedicate Knightsbridge Ave, 50' Wide, and Munumba Ave, 50' Wide, to the public.

It is intended to create pursuant to Section 88B of the Conveyancing Act, X

1) an easement to drain water 15' wide

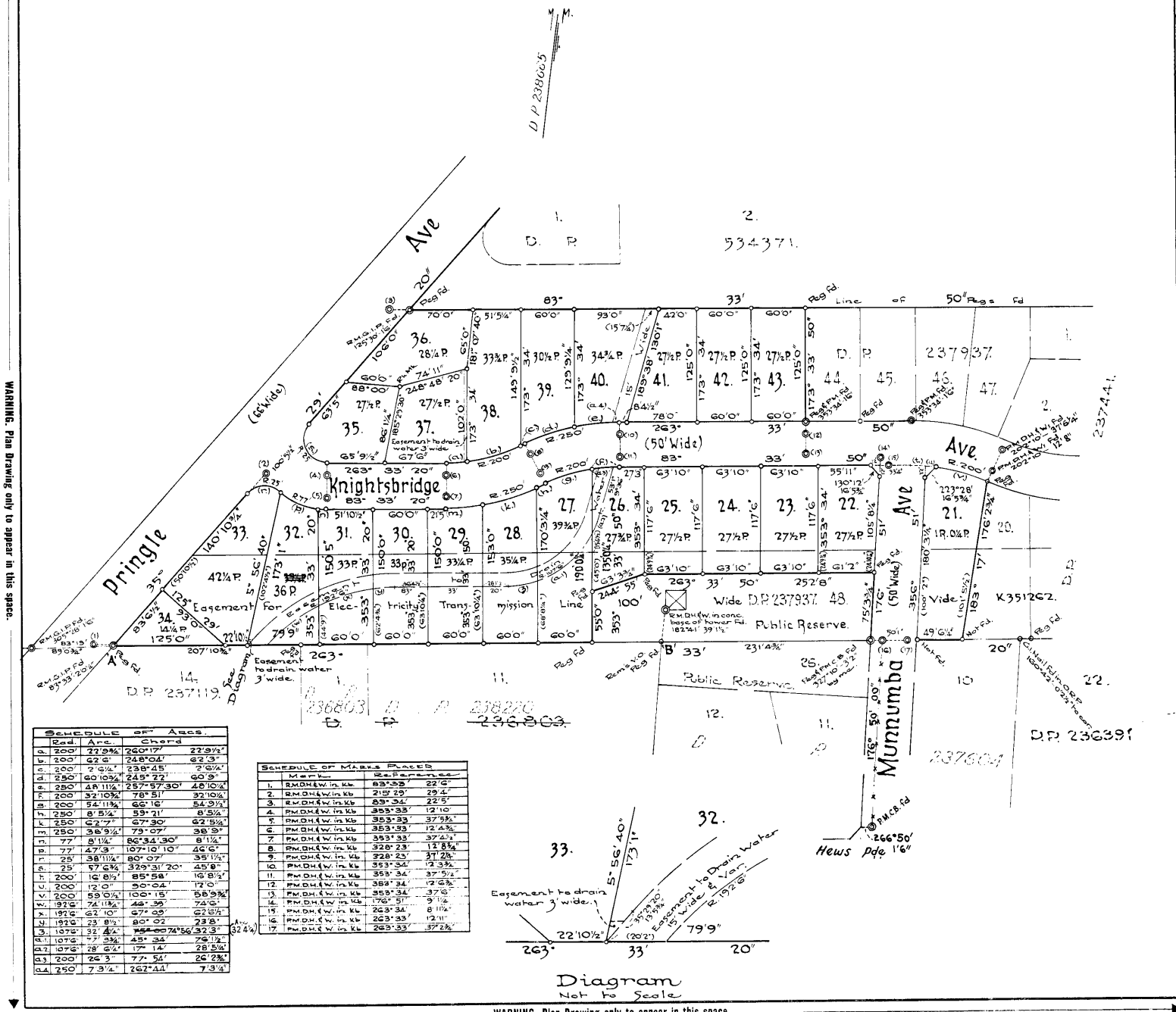
2) ~~an~~ easement to drain water 3' wide

3) Restrictions as to user as set out in the accompanying Instrument signed by the County Clerk.

It is intended that lot 34 be consolidated with lot 32, D.P.

X Instrument filed as

SURVEYOR'S REFERENCE: 2870.



Schedule of Arcs.				
	Rad.	Arc	Chord	
a.	200'	27°9¾"	260°17'	27°9½"
b.	200'	62'6"	248°04'	62'3"
c.	200'	2'6¼"	238°45'	2'6¼"
d.	250'	60°10¾"	245°22'	60°8"
e.	250'	48°11½"	257°57'30"	48°10¼"
f.	200'	32°10¾"	78°51'	32°10½"
g.	200'	54°11¾"	66°16'	54°9½"
h.	250'	8°5¼"	53°21'	8°5¼"
k.	250'	62°7"	67°30'	62°5¼"
m.	250'	38°9¼"	79°07"	38°9"
n.	77'	8°1¼"	86°34'30"	8°1¼"
p.	77'	147°3	107°10'10"	46°6"
r.	25'	38°11¾"	80°07"	35°1¾"
s.	25'	57°6¾"	329°31'20"	45°8"
t.	200'	16°8½"	85°58'	16°8½"
u.	200'	12'0"	90°04'	12'0"
v.	200'	59°0¼"	100°15'	58°9¾"
w.	1926'	74°11¾"	46°39"	74°6"
x.	1926'	62°10"	97°09	62°5½"
y.	1926'	23°8½"	80°02	23°8"
z.	1076'	32°4¼"	74°56'	32°3"
a1.	1076'	77°3¾"	45°34'	76°1½"
a2.	1076'	28°6¼"	17°14'	28°5¼"
a3.	200'	26°3"	77°54'	26°2¾"
a4.	250'	7°3¼"	262°44'	7°3¼"

Schedule of Marks Placed		
	Mark	Reference
1.	R.M.D.H.&W. in Kb	83°55' 22'6"
2.	R.M.D.H.&W. in Kb	215°29' 29'4"
3.	R.M.D.H.&W. in Kb	89°34' 22'5"
4.	P.M.D.H.&W. in Kb	353°33' 12'10"
5.	P.M.D.H.&W. in Kb	353°33' 37'3½"
6.	P.M.D.H.&W. in Kb	353°33' 12'4.3½"
7.	P.M.D.H.&W. in Kb	353°33' 37'4½"
8.	P.M.D.H.&W. in Kb	328°23' 12'8½"
9.	P.M.D.H.&W. in Kb	328°23' 37'2¾"
10.	P.M.D.H.&W. in Kb	353°34' 12'3½"
11.	P.M.D.H.&W. in Kb	353°34' 37'5½"
12.	P.M.D.H.&W. in Kb	388°34' 12'6¾"
13.	P.M.D.H.&W. in Kb	353°34' 37'6"
14.	P.M.D.H.&W. in Kb	176°51' 9'1¼"
15.	P.M.D.H.&W. in Kb	263°34' 8'11¼"
16.	P.M.D.H.&W. in Kb	263°33' 12'11"
17.	P.M.D.H.&W. in Kb	263°33' 37'2¾"

WARNING. Plan Drawing only to appear in this space.

Req:R781568 /Doc:DP 0238665 P /Rev:07-Feb-1994 /Sts:OK.OK /Prt:15-Nov-2012 13:48 /Pgs:ALL /Seq:1 of 2
Ref:4763 /Src:M

OFFICE USE ONLY.

53

9.1.1970 *

21.10.1969

78

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78th Sht88

7937

OF LOT 43,

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Act, 1919, as amended.

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SIGNATURES AND SEALS ONLY.

THE COMMON SEAL OF TURRABURRA PTY. LIMITED WAS HEREUNTO AFFIXED IN THE PRESENCE OF:

TURRABURRA PTY. LIMITED Common Seal

SECRETARY

THE OFFICIAL SEAL OF BENEFICIAL FINANCE CORPORATION LIMITED was hereunto affixed with the authority of the Board of Directors in the presence of: G.A. Carmichael

We, ROBERT LOUIS HAM and JOHN ARTHUR COLLINS the persons affixing the Official Seal of Beneficial Finance Corporation Limited as above certify that such Official Seal was affixed on the 5th day of November 1969 at 291 George Street, Sydney and that none of us has notice of revocation of our power to affix such Official Seal.

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 section 348 of the †Metropolitan Water, Sewerage, and Drainage Act, 1924, as amended, †Hunter District Water, Sewerage, and Drainage Act, 1938, as amended,*

have been complied with by the applicant in relation to the proposed Subdivision *(insert "new road" or "subdivision") set out herein.*

Subdivision No. 7138

Date. 21 OCT 1969

(Signature) ..... *Council Clerk.*

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

†Delete if inapplicable.

Y0123A1A

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 238665

FEET	INCHES	METRES
-	2 1/2	0.064
1	6	0.457
2	0 1/4	0.616
2	3 3/4	0.705
2	5 3/4	0.756
2	6 1/4	0.768
3	-	0.914
3	2	0.965
3	4	1.016
7	3 1/4	2.216
8	1 1/4	2.470
8	4 1/2	2.553
8	5 1/4	2.572
8	11 1/4	2.724
9	1 1/4	2.775
12	-	3.650
12	3 3/4	3.753
12	4 3/4	3.778
12	6 3/4	3.829
12	8	3.861
12	8 3/4	3.880
12	10	3.912
12	11	3.937
13	5 3/4	4.108
15	-	4.572
15	6 1/2	4.737
15	7 1/4	4.756
16	5 3/4	5.023
16	8 1/2	5.093
20	2	6.147
21	5	6.528
22	5	6.833
22	6	6.858
22	9 1/2	6.947
22	9 3/4	6.953
22	10 1/2	6.972
23	8	7.214
23	8 1/2	7.226
24	9 3/4	7.563
24	10 1/4	7.576
25	-	7.620
26	2 3/4	7.995
26	3	8.001
27	3	8.306
28	1 1/2	8.573
28	5 1/4	8.668
28	6 1/4	8.693
29	4	8.941
32	3	9.830
32	4 1/4	9.862
32	10 1/4	10.014
32	10 3/4	10.027
33	-	10.058
33	4	10.160
35	0 1/4	10.674
35	1 1/2	10.706
36	4 1/2	11.087
37	2 1/4	11.335
37	2 3/8	11.338
37	2 3/4	11.347
37	4 1/2	11.392
37	5 1/2	11.417
37	5 3/4	11.424
37	6	11.430
38	9	11.611
38	9 1/4	11.617
38	11 1/4	11.868
39	1 1/2	11.925
42	-	12.802
44	9	13.640
45	-	13.716
45	6	13.919
46	6	14.173
47	5	14.402
48	10 1/4	14.891
48	11 1/4	14.916
49	6 1/4	15.094

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 238665 CONTINUED

FEET	INCHES	METRES
50	-	15.240
50	1	15.265
50	10 1/2	15.507
51	5 1/4	15.678
51	10 1/2	15.812
53	1	16.180
54	9 1/2	16.701
54	11 3/4	16.758
55	-	16.764
55	11	17.043
57	6 3/4	17.545
58	9 3/4	17.926
59	0 1/2	17.996
60	-	18.288
60	9	18.517
60	10 3/4	18.561
61	2	18.644
62	3	18.974
62	4 3/4	19.018
62	5 1/4	19.031
62	6	19.050
62	6 1/2	19.063
62	7	19.075
62	10	19.152
63	3 3/4	19.298
63	5	19.329
63	10	19.456
63	10 1/4	19.463
65	-	19.812
65	9 1/2	20.053
66	-	20.117
67	6	20.574
68	8 1/4	20.936
70	-	21.336
74	6	22.708
74	11	22.635
74	11 3/4	22.854
75	3 3/4	22.955
76	1 1/2	23.203
77	-	23.470
77	9 3/4	23.717
78	-	23.774
79	9	24.308
83	6 1/2	25.464
86	1 1/4	26.245
89	0 3/4	27.146
93	-	28.346
100	2	30.531
100	5 1/2	30.620
101	5 1/2	30.925
102	-	31.090
102	4 1/2	31.204
105	8 1/4	32.214
106	-	32.309
107	6	32.766
117	2 3/8	35.722
117	6	35.814
125	-	38.100
129	9 1/4	39.554
130	1	39.649
135	0 1/4	41.154
140	10 3/4	42.945
149	9 1/2	45.657
150	-	45.720
150	5	45.847
153	-	46.634
170	3 1/4	51.899
173	1	52.756
176	2 3/4	53.715
180	3 1/4	54.947
190	0 1/4	57.918
192	6	58.674
200	-	60.960
207	0 3/4	63.113
207	10 3/4	63.367
231	4 3/4	70.529
250	-	76.200

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 238665 CONTINUED

FEET	INCHES	METRES
252	8	77.013

AC	RD	P	SQ M
-	-	14 1/4	360.4
-	-	27 1/2	695.6
-	-	27 3/4	701.9
-	-	28 1/4	714.5
-	-	30 1/2	771.4
-	-	33	834.7
-	-	33 1/4	841
-	-	33 3/4	853.6
-	-	34 3/4	878.9
-	-	35 1/4	891.6
-	-	36	910.5
-	-	39 3/4	1005
-	1	1/4	1018
-	1	2 1/4	1069

Req:R781568 /Doc:DP 0238665 P /Rev:07-Feb-1994 /Sts:OK.OK /Prt:15-Nov-2012 13:48 /Pgs:ALL /Seq:2 of 2
Ref:4763 /Src:M

Req:R781592 /Doc:DL @237441 /Rev:15-Nov-2012 /Sts:OK.OK /Prt:15-Nov-2012 14:17 /Pgs:ALL /Seq:1 of 3
Ref:4763 /Src:M

Fees: £ s. d.
Transfer 10/
Endorsement .....
Certificate 11/4/95
£ 10/

New South Wales.

MEMORANDUM OF TRANSFER.

(26 Victoria No. 9.) 237441

REGISTRAR-GENERAL NEW-SOUTH-WALES

St 3121

FEE SIMPLE.

Dower should be negatived, or the contingent interest will be noted on the new certificate. A statutory declaration should accompany, stating whether the Transferror be married, and, if so, the date of marriage. If before January, 1837, the wife must execute and acknowledge Release. A form for the latter purpose can be obtained at the Land Titles Office, or will be forwarded on application. If the marriage were since 1836 no dower attaches.

a Name, residence, occupation, or other designation in full.

I, Francis Mulligan of Cooney Creek near Armidale in the Colony of New South Wales Hotelkeeper

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

c All subsisting encumbrances must be noted hereon. (See page 3.)

being registered as the proprietor of an Estate in *fee simple*[b] in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon,[c]—in consideration of[d] One hundred pounds (£100. 0. 0)

d If the consideration be not pecuniary, alter accordingly.

e Name, residence, occupation, or other designation of transferree. If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband.

paid to me by[e] Francis Charles Mulligan of Cameron's Creek near Armidale aforesaid Free Selector

f If to two or more, state whether as joint tenants or tenants in common.

the receipt whereof I hereby acknowledge, do hereby transfer to the said[f] Francis Charles Mulligan

g Area, in acres, roods, or perches.

All my Estate and Interest, as such registered proprietor, in All that piece of land containing[g] One hundred and thirty seven acres three roods

h Parish or town, county.

situate in[h] the Parish of Davidson County of Sandon

i "The whole" or "part," as the case may be.

j "Crown Grant," or "Certificate of Title."

being[i] the whole of the land comprised in[j] Certificate of Title

dated 21st May 1877 registered volume No. 283

k Repeat if more than one. These references will suffice, if the whole land in the grant or certificate be transferred. But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description and plan will be required and may be inserted or annexed with this prefix:—"*as delineated in the plan hereon* [*or annexed hereto*] *and described as follows, viz.*:— Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

folio[k] 201

Any provision in addition to, or modification of, the covenants implied by the Act, may also be inserted.

* No alteration 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.

[*Price*, 6d.]

9637

3a 12—91

Req:R781592 /Doc:DL @237441 /Rev:15-Nov-2012 /Sts:OK.OK /Prt:15-Nov-2012 14:17 /Pgs:ALL /Seq:2 of 3
Ref:4763 /Src:M

m If this instrument be 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 Transferror is known, no further authentication is required. Otherwise the ATTESTING WITNESS must appear before one of the above functionaries to make a declaration in the annexed form.

This applies only to instruments signed within the Colony. If the parties be resident without the Colony, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place.

If the Transferror signs by a mark, the attestation must state "that the instrument "was read over or ex-"plained to him, and "that he appeared "fully to understand "the same."

n Repeat attestation for additional parties if required.

o For the signature of the Transferree hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferree, his signature will be dispensed with *in cases where it is established that it cannot be procured without difficulty.* It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

In witness whereof, I have hereunto subscribed my name, at Armidale the Fourth day of April in the year of our Lord one thousand eight hundred and ninety-five

Signed in my presence by the said Francis Mulligan WHO IS PERSONALLY KNOWN TO ME m

Signed[n] [signature]

Solicitor & Notary Public
Armidale

Francis Mulligan
*Transferror.**

(Who will also sign Declaration in accordance with Dower Note at the top of the 1st page.)

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

Signed in my presence by the said Francis Charles Mulligan WHO IS PERSONALLY KNOWN TO ME

[signature]

Solicitor Armidale

Francis Charles Mulligan
Transferree.

(*The above may be signed by the Solicitor, when the signature of Transferree cannot be procured. See note "o" in margin.

N.B.—Section 104 requires that the above Certificate be signed by Transferee or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the usual declaration that no notice of revocation has been received.

Req:R781592 /Doc:DL @237441 /Rev:15-Nov-2012 /Sts:OK.OK /Prt:15-Nov-2012 14:17 /Pgs:ALL /Seq:3 of 3
Ref:4763 /Src:M

No. 237441. Memorandum of Transfer of

137 acres 3 roods Portions 2 and 30

Oth of Davidson.

Lodged by

St 3121

(Name) .....

(Address) .....

KENYON & SONS LAW STATIONERS SYDNEY

F. Mulligan. Vendor.

Purchaser.

Francis Charles Mulligan

Particulars entered in the Register Book, Vol. 283

Folio 201. The 11 April 1895. at 3 o'clock in the afternoon

Registrar General.

REGISTRAR GENERAL NEW SOUTH WALES

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:—

Req:R781593 /Doc:DL 0238665 /Rev:15-Nov-2012 /Sts:OK.OK /Prt:15-Nov-2012 14:27 /Pgs:ALL /Seq:1 of 3
Ref:4763 /Src:M

Transfer .....
Endorsement .....
Certificate .....

New South Wales.

MEMORANDUM OF TRANSFER.

(26 VICTORIA No. 9.)

238665

REGISTRAR-GENERAL · NEW SOUTH WALES

FEE SIMPLE.

Dower should be negatived, or the contingent interest will be noted on the new certificate. A statutory declaration should accompany, stating whether the Transferror be married, and, if so, the date of marriage. If before January, 1837, the wife must execute and acknowledge Release. A form for the latter purpose can be obtained at the Land Titles Office, or will be forwarded on application. If the marriage were since 1836 no dower attaches.

a Name, residence, occupation, or other designation in full.

I,[a] George Smith of West Kingston near Sydney in the Colony of New South Wales Builder

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

being registered as the proprietor of an Estate in *fee simple*[b] in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon,[c]—in consideration of[d]

c All subsisting encumbrances must be noted hereon. (*See* page 3.)

d If the consideration be not pecuniary, alter accordingly.

Six hundred pounds (£600—)

paid to me by[e] Frank Frederick Reddall Fowler of Petersham near Sydney aforesaid House and Land Agent

e Name, residence, occupation, or other designation of transferee.

If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband.

f If to two or more, state whether as joint tenants or tenants in common.

the receipt whereof I hereby acknowledge, do hereby transfer to the said[f] Frank Frederick Reddall Fowler

g Area, in acres, roods, or perches.

ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing[g] thirteen perches

h Parish or town, county.

situate in[h] Stanmore in the Parish of Petersham County of Cumberland

i "The whole" or "part," as the case may be.

j "Crown Grant," or "Certificate of Title."

being[i] the whole — of the land comprised in[j] Certificate of Title dated 10th June 1893 registered volume No. 1096 folio[k] 204

k Repeat if more than one. These references will suffice, if the whole land in the grant or certificate be transferred. But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description and plan will be required and may be inserted or annexed with this prefix:—"*as delineated* "*in the plan hereon* [*or* "*annexed hereto*] *and* "*described as follows*, "*viz.*:—

Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

Any provision in addition to, or modification of, the covenants implied by the Act, may also be inserted.

* No alteration 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.

12801
Sa 40—94

[*Price*, 6*d*.]

Req:R781593 /Doc:DL 8238665 /Rev:15-Nov-2012 /Sts:OK.OK /Prt:15-Nov-2012 14:27 /Pgs:ALL /Seq:2 of 3
Ref:4763 /Src:M

In witness whereof, I have hereunto subscribed my name, at Sydney
the Seventeenth day of May in the year
of our Lord one thousand eight hundred and ninety-five

Signed in my presence by the said
George Smith
WHO IS PERSONALLY KNOWN TO ME
Alfred Robin - [m]
Clerk to Pitt Loyd & Son & Houston
Sols Sydney

Geo Smith
*Transferror.**

Signed[n]

(Who will also sign Declaration in accordance with Dower Note at the top of the 1st page.)

m If this instrument be 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 Transferror is known, no further authentication is required. Otherwise the ATTESTING WITNESS must appear before one of the above functionaries to make a declaration in the annexed form.

This applies only to instruments signed within the Colony. If the parties be resident without the Colony, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place.

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

n Repeat attestation for additional parties if required.

o For the signature of the Transferree hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferree, his signature will be dispensed with *in cases where it is established that it cannot be procured without difficulty.* It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

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

Signed in my presence by the said
Frank Frederick Reddall Foulds
WHO IS PERSONALLY KNOWN TO ME
J Mampe
Clerk to Messrs Bailey & Co

Frank F. R. Foulds
Transferree.

(*The above may be signed by the Solicitor, when the signature of Transferree cannot be procured. See note "o" in margin.

N.B.—Section 104 requires that the above Certificate be signed by Transferee or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the usual declaration that no notice of revocation has been received.

Req:R781593 /Doc:DL @238665 /Rev:15-Nov-2012 /Sts:OK.OK /Prt:15-Nov-2012 14:27 /Pgs:ALL /Seq:3 of 3
Ref:4763 /Src:M

No. 238665 Memorandum of Transfer of

13 perches Lincoln Street

Stanmore

Lodged by

(Name) Bradley & Son

(Address)

G. Smith Vendor.

Frank Frederick Reddall Fowler Purchaser.

Particulars entered in the Register Book, Vol. 1096

Folio 304.

the 14 May 1895 @ one mbpt 3 o'clock in the afternoon

C. A. Keele

Registrar General.

REGISTRAR GENERAL NEW SOUTH WALES

B

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:—

No Transfer can be registered until the fees are paid.

If a part only of the land be transferred, and it is desired to have a Certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but to save this expense, if it be intended to make several Transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subsisting residue.

Tenants in common *must* receive separate Certificates. 20s. will be required for each additional Certificate.

The fees on Transfer are 10s., and 20s. for *every* new Certificate, whether issued to a Transferee, or required for the residue. By the Amendment Act of 1873, the purchaser is not compelled to take out a new Certificate of Title if the *whole* of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.

The Transfer is complete from the moment it is recorded.

Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

N.B.—All lands granted from the Crown since 1st January, 1863, are, *ipso facto*, under the provisions of the Real Property Act, and must be dealt with in the forms prescribed by that Act.

L731363

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

(Sheet 1 of 2 Sheets)

PART I.

Plan: DP238665 — Subdivision covered by Council Clerk's Certificate No. 7/38 of 1969.

Full name and address of proprietor of the land: Turraburra Pty. Limited of 4 Belgrave Street, Manly.

1. Identity of easement or restriction firstly referred to in abovementioned plan: Easement to drain water 15 ft. wide.

Schedule of lots, etc. affected.

Lots burdened.	Lots name of roads authority benefited.
26 27 28 29 30 31 32 40	Shire of Warringah.

2. Identity of easement or restriction secondly referred to in abovementioned plan: Easement to drain water 3 ft. wide.

Schedule of lots, etc. affected.

Lots burdened.	Lots name of roads authority benefited.
32 37	33 36

3. Identity of easement or restriction thirdly referred to in abovementioned plan: Restrictions as to user.

Schedule of lots, etc. affected.

Lots burdened.	Lots name of roads authority benefited.
Each lot	Every other lot

3. Terms of restriction as to user thirdly referred to in abovementioned plan:

(a) That for the benefit of the lots benefited by this restriction but only during the ownership thereof by Turraburra Pty. Limited that no fence shall be erected on the land the subject of this restriction to divide it from the lots benefited by this restriction without the consent of Turraburra Pty. Limited but such consent shall not be withheld if such fence is erected without expense to Turraburra Pty. Limited and in favour of any

B

This is Sheet 1 of a 2 Sheet Instrument .....

L731363

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

(Sheet 2 of 2 Sheets)

Plan: DP238665 — Subdivision of land covered by Council Clerk's Certificate No.7/38 of 1969.

3. Terms of restriction as to user thirdly referred to in abovementioned plan:

person dealing with the registered proprietor for the time being of the land the subject of this restriction such consent shall be deemed to have been given in respect of every such fence for the time being erected.

Name of person empowered to release vary or modify the restrictions thirdly referred to in abovementioned plan:

Turraburra Pty. Limited.

THE COMMON SEAL of TURRABURRA PTY. LIMITED was hereunto affixed in the presence of:-

Common Seal

Director

Secretary

THE OFFICIAL SEAL of BENEFICIAL FINANCE CORPORATION LIMITED was hereunto affixed with the authority of the Board of Directors in the presence of:

Mortgagee under Mortgage No. L.172996

WE, ROBERT LUCAS NASH and JOHN ARTHUR COLLINS the persons affixing the Official Seal of Beneficial Finance Corporation Limited as above certify that such Official Seal was affixed on the 10th day of November 1969 at 291 George Street, Sydney and that none of us has notice of revocation of our power to affix such Official Seal.

Warringah Shire Council

Deputy Shire Clerk

Req:R781619 /Doc:DP 0238665 B /Rev:07-Feb-1994 /Sts:OK.OK /Prt:15-Nov-2012 13:52 /Pgs:ALL /Seq:1 of 2
Ref:4763 /Src:M

L781363

Instrument pursuant to Regulation 52D Conveyancing Act Regulations, 1961, setting out the terms of easements or restrictions as to user created by registration of the within-mentioned Deposited Plan.

DP 238665

4/22.1.70

Req:R781619 /Doc:DP 0238665 B /Rev:07-Feb-1994 /Sts:OK.OK /Prt:15-Nov-2012 13:52 /Pgs:ALL /Seq:2 of 2
Ref:4763 /Src:M

Req:R781620 /Doc:DP 0237441 B /Rev:25-Mar-1997 /Sts:OK.OK /Prt:15-Nov-2012 13:52 /Pgs:ALL /Seq:1 of 2
Ref:4763 /Src:M

1900

L359912

(1)

3/3/69

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 I.

Plan: DP237441

Subdivision covered by Council Clerk's Certificate No. 6991 of 1968.

Full name and address of proprietor of the land:

Turraburra Pty. Limited of 4 Belgrave Street, Manly.

1. Identity of easement or restriction firstly referred to in above-mentioned plan:

Easement to drain water 3 ft. wide.

Schedule of lots, etc. affected.

Lots burdened.	Lots, name of road or Authority benefited.
2	1

2. Identity of easement or restriction secondly referred to in above-mentioned plan:

Restrictions as to user.

Schedule of lots, etc. affected.

Lots burdened.	Lots, name of road or Authority benefited.
Each lot	Every other lot.

3. Identity of easement or restriction thirdly referred to in above-mentioned plan:

Restrictions as to user.

Schedule of lots, etc. affected.

Lots burdened.	Lots, name of road or Authority benefited.
10	Forestway
11	Forestway

2. Terms of restriction as to user secondly referred to in above-mentioned plan:

(a) That no main building shall be erected or permitted to remain on the land the subject of this restriction having a minimum overall floor plan (excluding any attached garage, carport or patio) of less than 1,200 square feet.

(b) That no garage, carport, toilet, shed or other outbuilding shall be erected on the land unless it attaches to and forms part of the main building and is under the main roof of such main building.

(c) That the total of the external wall area of any building erected on the land the subject of this restriction shall not be of any material other than 80 per centum of brick, brick veneer, stone or concrete masonry or 80 per centum of any two or more of any such materials or such other materials as may be approved by Turraburra Pty. Limited provided however that no such approval shall in any case be given to the use of asbestos cement or for the use of more than 20 per centum of weatherboards.

(d) That no paling fence will be erected or permitted to remain on the land without the consent in writing of Turraburra Pty. Limited.

This is Sheet 1 of a 2 sheet Instrument.....

Req:R781620 /Doc:DP 0237441 B /Rev:25-Mar-1997 /Sts:OK.OK /Prt:15-Nov-2012 13:52 /Pgs:ALL /Seq:2 of 2
Ref:4763 /Src:M

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

Plan: DP237441 Subdivision of land covered by Council Clerk's Certificate No. 6991 of 1968.

2. Terms of restrictions as to user secondly referred to in abovementioned plan:

(e) That no fence shall be erected or permitted to remain along the street frontage of any lot or along or within any side boundary extending from the front boundary to the front alignment of the main building or to the front alignment of any main building on the land immediately adjoining and having a common side boundary with the land hereby transferred provided however that this restriction shall not preclude the erection of brick or masonry screen walls attaching to and forming a part or extension of any such main building upon the lot the subject of this covenant.

(f) That for the benefit of the lots benefited by this restriction but only during the ownership thereof by Turraburra Pty. Limited that no fence shall be erected on the land the subject of this restriction without the consent of Turraburra Pty. Limited and in favour of any person dealing with the registered proprietor for the time being of the land the subject of this restriction such consent shall be deemed to have been given in respect of every such fence for the time being erected.

Name of person empowered to release, vary or modify, the restrictions secondly referred to in abovementioned plan.

Turraburra Pty. Limited.

3. Terms of restrictions as to user thirdly referred to in abovementioned plan:

(a) That an area of land within lots 10 and 11 to a depth of 50 feet from the street alignment of Forestway shall not be used or developed otherwise than as Open Space (proposed recreation) as defined within the Warringah Shire Planning Scheme Ordinance.

Name of person empowered to release, vary or modify, the restriction thirdly referred to in abovementioned plan.

Warringah Shire Council.

THE COMMON SEAL of TURRABURRA PTY. LIMITED was hereunto affixed in the presence of:

.....
Secretary

.....
Director
(Proprietor)

THE OFFICIAL SEAL of BENEFICIAL FINANCE CORPORATION LIMITED was hereunto affixed with the authority of the Board of Directors in the presence of:

.....
.....
Mortgagee under Mortgage No. L 172996

Warringah Shire Council

.....
Shire Clerk

We, ROBERT LUCAS NASH and KEVIN JOHN HILL the persons affixing the Official Seal of Beneficial Finance Corporation Limited as above certify that such Official Seal was affixed on the 8th day of JANUARY 1969 at 291 George Street, Sydney and that none of us has notice of revocation of our power to affix such Official Seal.

Plan Form 3—**TO BE USED WHERE IT IS INTENDED TO DEDICATE PUBLIC ROADS OR PUBLIC RESERVES OR CREATE DRAINAGE RESERVES, EASEMENTS, OR RESTRICTIONS AS TO USER.**

* **OFFICE USE ONLY.**

SCHEDULE OF MARKS

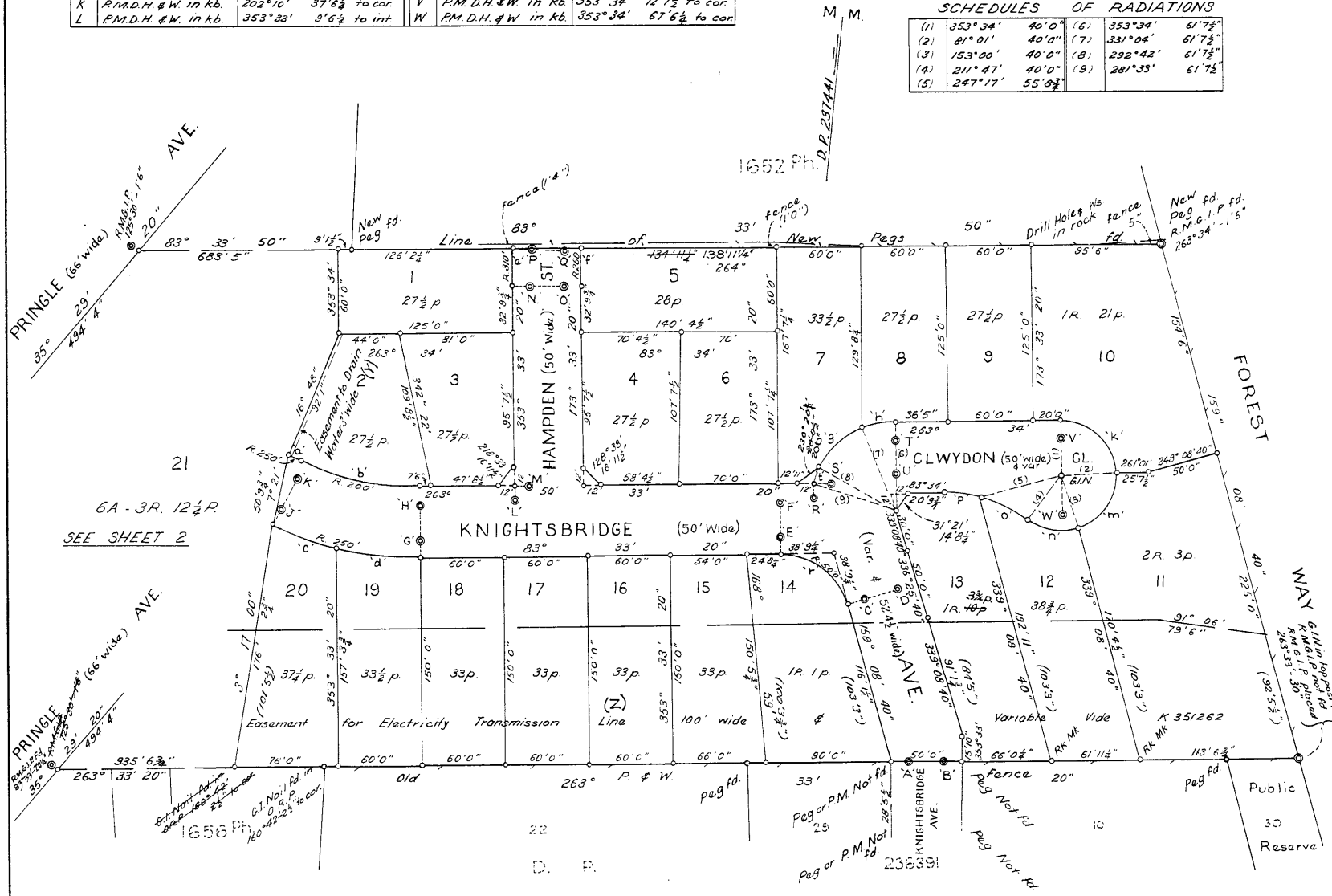
A	P.M.D.H.& W. in kb.	263°33'	12'6¼" to cor.	M	P.M.D.H.& W. in kb.	263°33'	9'6" to int.
B	P.M.D.H. & W. in kb.	263°33'	37'3¾" to cor.	N	P.M.D.H.& W. in kb.	263°33'	12'10¾" to cor.
C	P.M.D.H.& W. in kb.	249°09'	15'9¾" to cor.	O	P.M.D.H.& W. in kb.	263°33'	37'5¼" to cor.
D	P.M.D.H. & W. in kb.	249°09'	40'5" to cor.	P	P.M.D.H.& W. in kb.	264°30'	12'10¾" to cor.
E	P.M.D.H. & W. in kb.	173°33'	12'8" to cor.	Q	P.M.D.H.& W. in kb.	264°30'	37'5¾" to cor.
F	P.M.D.H.& W. in kb.	173°33'	37'3" to cor.	R	P.M.D.H.& W. in kb.	353°33'	9'3½" to int.
G	P.M.D.H. & W. in kb.	173°33'	12'7½ to cor.	S	P.M.D.H.& W. in kb.	263°33'	12'1½" to int.
H	P.M.D.H.& W. in kb.	173°33'	37'4" to cor.	T	P.M.D.H.& W. in kb.	353°34'	12'5½" to cor.
J	P.M.D.H. & W. in kb.	202°10'	12'8" to cor.	U	P.M.D.H.& W. in kb.	353°34'	37'4½ to cor.
K	P.M.D.H.& W. in kb.	202°10'	37'6¾" to cor.	V	P.M.D.H.& W. in kb.	353°34'	12'7½ to cor.
L	P.M.D.H. & W. in kb.	353°33'	3'6½ to int.	W	P.M.D.H.& W. in kb.	353°34'	67'6½ to cor.

SCHEDULE OF ARCS

	RAD.	ARC	CHORD			RAD.	ARC	CHORD	
'a'	250'	10'0"	287°33'	10'0"	'h'	61'7½"	24'2¾"	252°19'	24'0¼"
'b'	200'	87'9¼"	276°08'	87'1"	'k'	40'	61'0¾"	307°18'	55'3½"
'c'	250'	49'1½"	103°04'	49'0⅝"	'm'	40'	50'3"	27°01'	47'0¼"
'd'	250'	60'7¾"	90°30'	60'5⅝"	'n'	40'	41'0¾"	92°23'	39'3"
'e'	310'	27'2½"	356°05'	27'2½"	'o'		32'11½"	112°20'	32'9¾"
'f'	260'	27'3"	176°33'	27'3"	'p'		33'8¾"	93°18'	33'6¾"
'g'	61'7½"	41'3¾"	221°53'	~~40'6¾~~ 40'6"	'r'	50'	65'11½"	121°21'	61'3¾"
					't'	61'7½"		197°05'	11'11¾"

SCHEDULES OF RADIATIONS

(1)	353°34'	40'0"	(6)	353°34'	61'7½"
(2)	81°01'	40'0"	(7)	331°04'	61'7½"
(3)	153°00'	40'0"	(8)	292°42'	61'7½"
(4)	211°47'	40'0"	(9)	281°33'	61'7½"
(5)	247°17'	55'8¾"			


PRINGLE (66' wide)
AVE.
R.M.G.I.P. 125°30' 16"
20"
83°
33'
50"
9'1½"
New fd. peg
Line of New Pegs
fence (1'4") E
fence (1'0") W
Drill Hole & Ws in rock
fence 5" fd.
New fd. Peg R.M.G.I.P. fd. 263°34' 1'6"
16552 Ph.
D.P. 237441
M
M
Z ST.
HAMPDEN (50' wide)
CLWYDON (50' wide) 4 var.
FOREST WAY
6.1 N of top post fd. R.M.G.I.P. not fd. replaced
263°33' 30"
KNIGHTSBRIDGE (50' Wide)
AVE.
Easement to Drain Water 3' wide
Easement for Electricity Transmission Line 100' wide
Variable Vide K 351262
Old fence
peg fd.
peg or P.M. Not fd.
peg Not fd.
KNIGHTSBRIDGE AVE.
Public Reserve 30
16556 Ph.
D. P. 236391
21
6A - 3R. 12¼ P.
SEE SHEET 2
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
1R. 21p
2R. 3p
1R. 1p
1R. 10p
27½ p.
28p
33½p.
37¼p.
33p.
38¾p.
263°
353°34'
60'0"
125'0"
50'0"
R. 250'
R. 200'
R. 300'
R. 260'
R. 220'
(Z)
(Var. & 52'4½" wide)
(Var. & 40' wide)
(Var. & 50' wide)
(Var. & 60' wide)
(Var. & 66' wide)
(Var. & 33' wide)
(Var. & 38'9¾" wide)
(Var. & 39'9¾" wide)
(Var. & 24'8¾" wide)
(Var. & 20' wide)
(Var. & 17'00" wide)
(Var. & 29' wide)
(Var. & 23' wide)
(Var. & 20' wide)
(Var. & 16'11¾" wide)
(Var. & 12'1½" wide)
(Var. & 12' wide)
(Var. & 20'9¾" wide)
(Var. & 20'2¾" wide)
(Var. & 20'0

Req:R781621 /Doc:DP 0237441 P /Rev:25-Mar-1997 /Sts:OK.OK /Prt:15-Nov-2012 13:52 /Pgs:ALL /Seq:2 of 6
Ref:4763 /Src:M
WARNING. Plan Drawing only to appear in this space.

SCHEDULE OF MARKS

A	P.M.D.H.&W. in kb.	263°33'	12'6¼" to cor.	M	P.M.D.H.&W. in kb.	263°33'	9'6" to int.
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C	P.M.D.H.&W. in kb.	249°09'	15'9¾" to cor.	O	P.M.D.H.&W. in kb.	263°33'	37'5¼" to cor.
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G	P.M.D.H.&W. in kb.	173°33'	12'7½ to cor.	S	P.M.D.H.&W. in kb.	263°33'	12'1½" to int.
H	P.M.D.H.&W. in kb.	173°33'	37'4" to cor.	T	P.M.D.H.&W. in kb.	353°34'	12'5¾" to cor.
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K	P.M.D.H.&W. in kb.	202°10'	37'6¼" to cor.	V	P.M.D.H.&W. in kb.	353°34'	12'7½ to cor.
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SCHEDULE OF ARCS

	RAD.	ARC.	CHORD			RAD.	ARC.	CHORD	
'a'	250'	10'0"	287°33'	10'0"	'h'	61'7½"	24'2¼"	252°19'	24'0¼"
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SCHEDULES OF RADIATIONS

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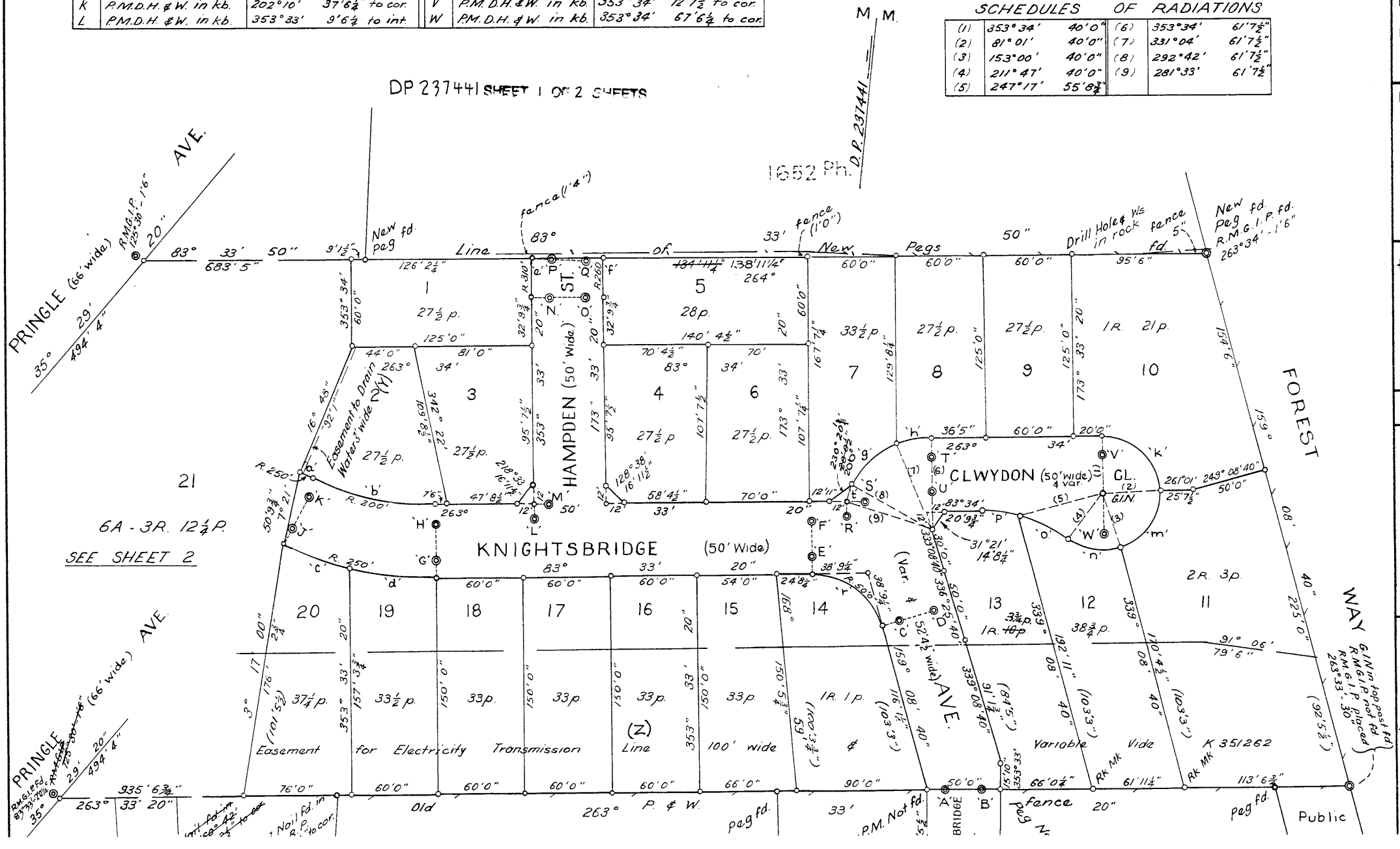
(2)	81°01'	40'0"	(7)	331°04'	61'7½"
(3)	153°00'	40'0"	(8)	292°42'	61'7½"
(4)	211°47'	40'0"	(9)	281°33'	61'7½"
(5)	247°17'	55'8¾"			

DP 237441 SHEET 1 OF 2 SHEETS



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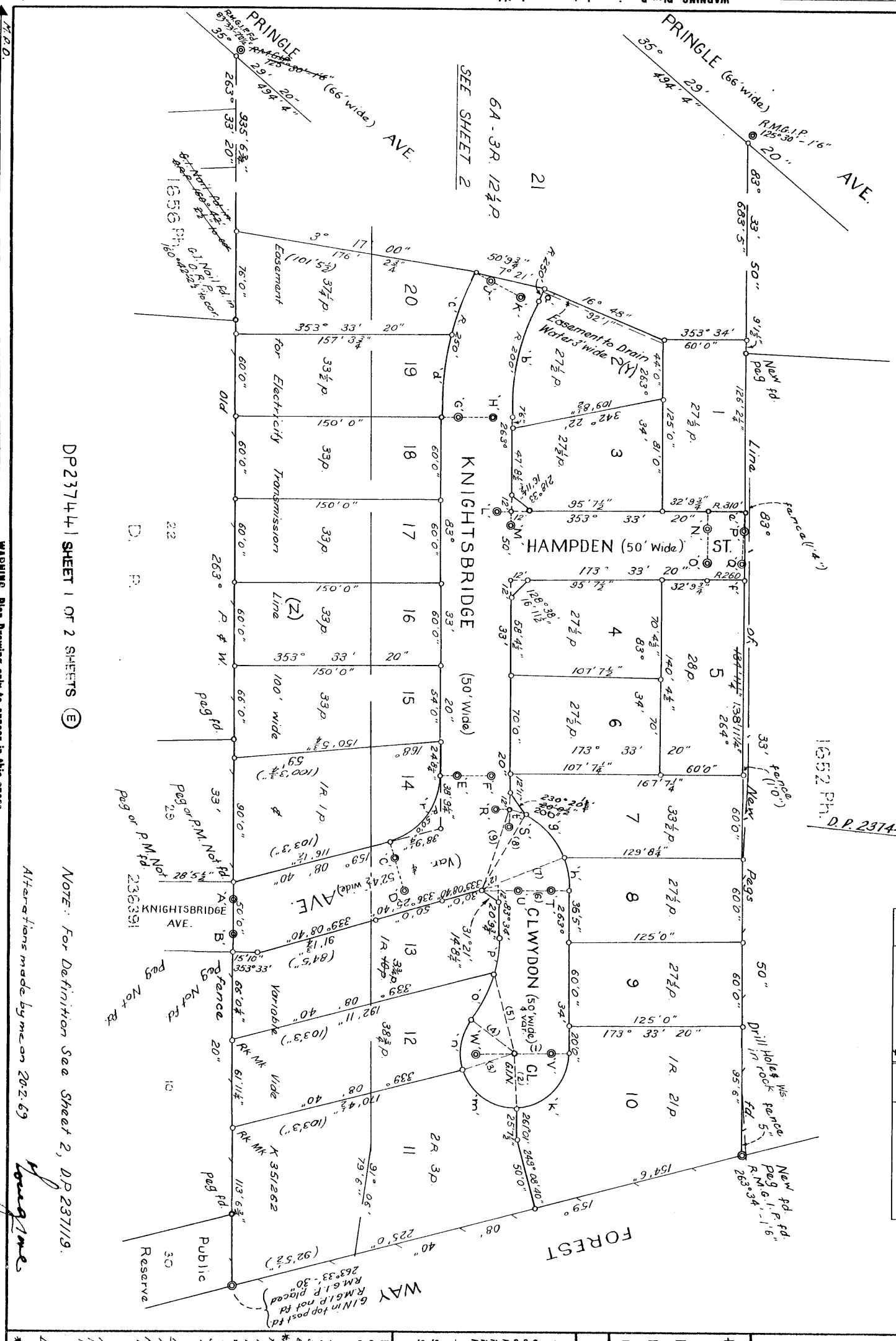
Ref:4763 /Src:M

WARNING. Plan Drawing only to appear in this space.

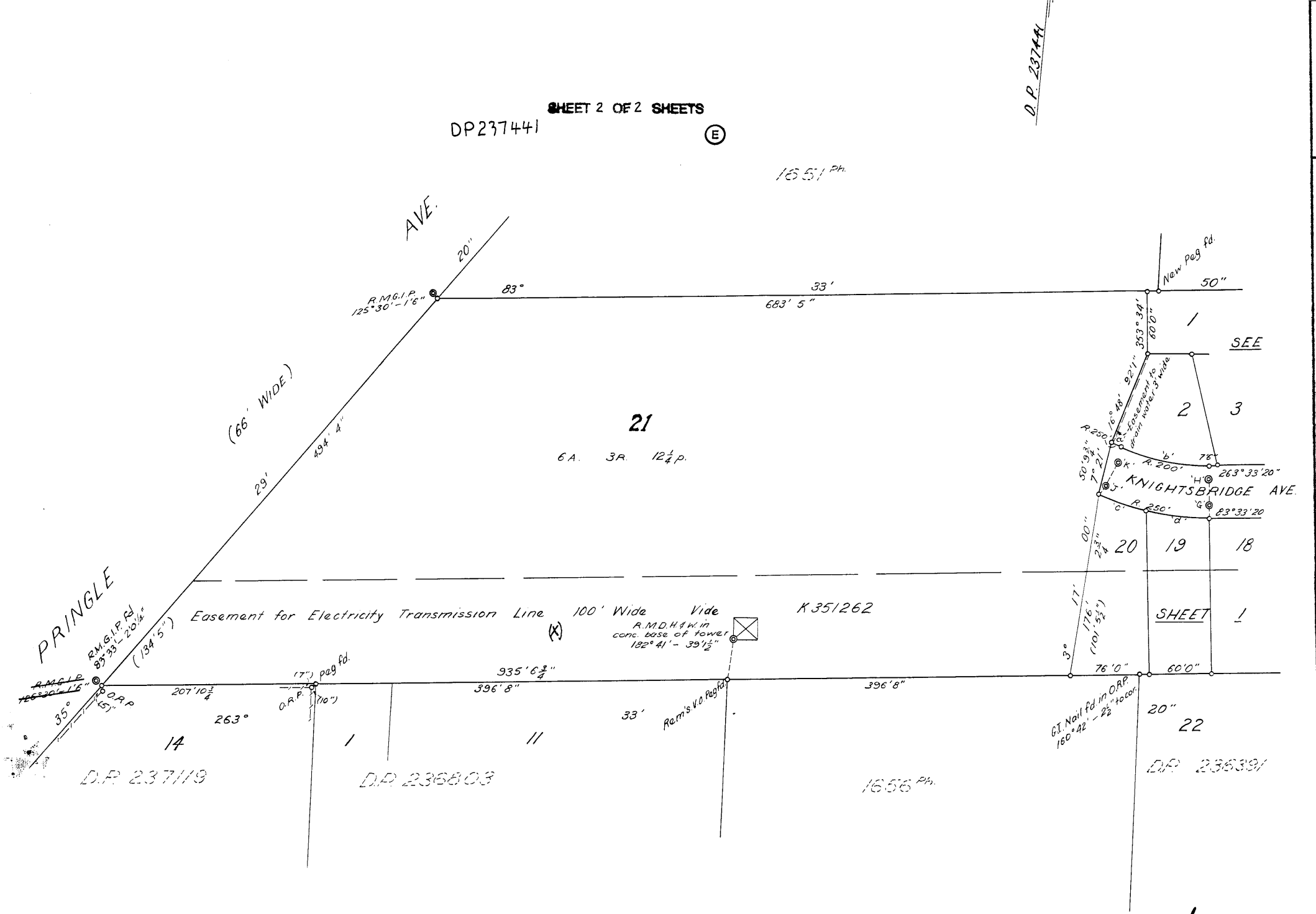

PRINGLE (66' wide)
PRINGLE AVE.
KNIGHTSBRIDGE (50' Wide)
HAMPDEN (50' Wide) ST.
CLWYDON (50' wide)
KNIGHTSBRIDGE AVE.
FOREST WAY
SEE SHEET 2
6A - 3R. 12½P.
21
20
19
18
17
16
15
14
13
12
11
10
1
2
3
4
5
6
7
8
9
22
Old Line (Z)
New pegs
Pegs
Drill Holes in rock fence
Public Reserve 30
Easement for Electricity Transmission
Easement to Drain Water 3' wide
Variable
Vide
Var.
New peg fd.
R.M.G.I.P. fd.
R.M.G.I.P. not fd. pegged
Peg or P.M. Not fd.
Peg Not fd.
Rk Mk
Rk Mk T 351262
Peg fd.
fence
Old fence
New fence
Old fence (1'4")
Old fence (1'0")
Old fence (1'0")
New fence
Old fence
Old fence
Old

Req:R781621 /Doc:DP 0237441 P /Rev:25-Mar-1997 /Sts:OK.OK /Prt:15-Nov-2012 13:52 /Pgs:ALL /Seq:4 of 6
Ref:4763 /Src:M

WARNING. Plan Drawing only to appear in this space.

SHEET 2 OF 2 SHEETS

DP237441



Amendments made by me 20.2.69.

WARNING. Plan Drawing only to appear in this space.

M.P.D.

Form No. 4 — To be used in conjunction with Forms 2 or 3. WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

D. P. 237441 (E)

Registered: 12-3-1969

This is Sheet 2 of my plan in 2

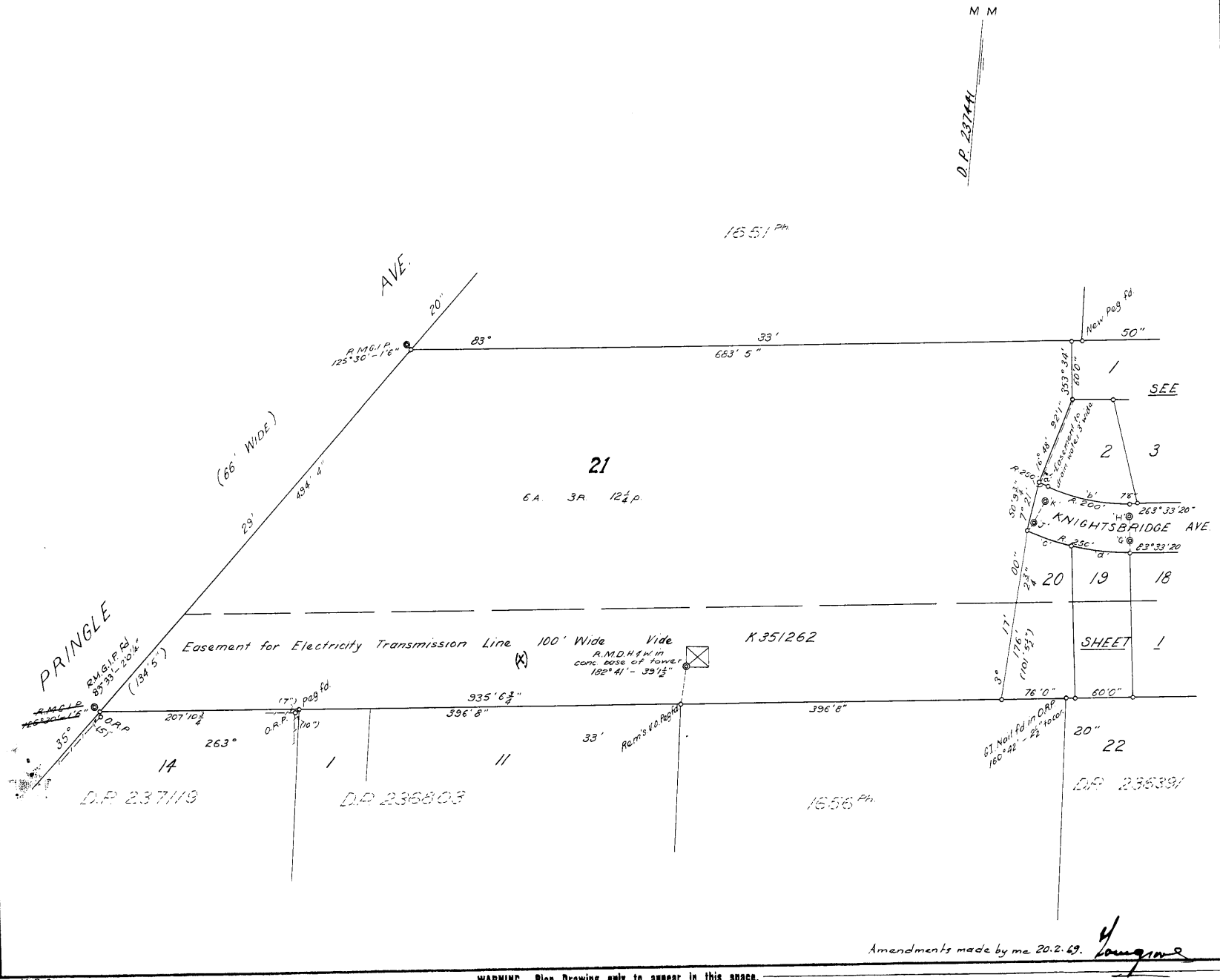
Sheets dated 19 Nov. 1968

Surveyor registered under Surveyors Act, 1929, as amended.

This is Sheet 2 of the plan of 2

Sheets covered by my Certificate No. 6991 of 23 DEC 1968

Council Clerk.



Amendments made by me 20.2.69.

Scale: 60 feet to an inch

WARNING. Plan Drawing only to appear in this space.

M.P.D.

Req:R781621 /Doc:DP 0237441 P /Rev:25-Mar-1997 /Sts:OK.OK /Prt:15-Nov-2012 13:52 /Pgs:ALL /Seq:5 of 6
Ref:4763 /Src:M

* OFFICE USE ONLY.

D. P. 237441 (E)

Registered: 12-3-1969

C.A.: 6991 of 23:12:68

Title System: Torrens

Purpose: Subdivision

Ref. Map: Warringah Sh 88#

Last Plan: ——— do ———

PLAN OF

SUBDIVISION OF PORS. 1653 & 1659

Scale: 60 feet to an inch

~~Mun./Shire~~

~~City:~~ Warringah

Locality: Balgowlah

Parish: Manly Cove

County: Cumberland

This is sheet 1 of my plan in 2 sheets
Delete if inapplicable.

I, Richard Stephen Lovegrove

of 25 Prince Charles Rd. French's Forest

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 ~~by me~~ by (2) under my immediate supervision in accordance with the Survey Practice Regulations, 1933, and was completed on †

19th November 1968.

Signature: Lovegrove

Surveyor registered under Surveyors Act, 1929, as amended.
Datum Line of Azimuth: A-B ~~shown~~ Sh.2 D.P.237119
*Strike out either (1) or (2). †Insert date of survey.

Panel for use only for statements of intention to dedicate public roads or public reserves or create drainage reserves, easements, or restrictions as to user.

It is intended to dedicate Clwydon Close, 50' wide & Var., Hampden Street 50' wide ~~& Knightsbridge Avenue 60' wide~~ & variable to the public.

*It is intended to create pursuant to Section 88B of the Conveyancing Act,
1) an easement to drain water ~~number~~ 3 feet wide.
2) restrictions as to user, as set out in the accompanying instrument signed by the Council Clerk.

NOTE:
A strip of land, 50' wide & parallel to Forest Way within Lots 10 & 11 is zoned "open space."

It is intended to dedicate Knightsbridge Ave. 50' wide & Variable to the public subject to the Easement for Transmission Line 100' wide created by K351262

Deputy Council Clerk.

* Instrument filed as L359912

SURVEYOR'S REFERENCE.

SIGNATURES AND SEALS ONLY.

The Common Seal of Turrabura Pty Limited was hereunto affixed in the presence of

Director

Secretary

The Official Seal of Beneficial Finance Corporation Limited was hereunto affixed with the authority of the Board of Directors in the presence of:

Attesting Officer

Mortgagee under Mortgage No. L172996

We Robert Lucas Nash and Kevin John Hill the persons affixing the Official Seal of Beneficial Finance Corporation Limited as above certify that such Official Seal was affixed on the 8th day of January 1969 at 291 George Street Sydney and that none of us has notice of Revocation of our power to affix such Official Seal

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 section 348 of the †Metropolitan Water, Sewerage, and Drainage Act, 1924, as amended, †~~Hunter District Water, Sewerage, and Drainage Act, 1938~~, as amended,

have been complied with by the applicant in relation to the proposed Subdivision (insert "new road" or "subdivision") set out herein.

Subdivision No. 6991

Date 23 DEC 1968

(Signature) ..... Council Clerk.

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

†Delete if inapplicable.

WARNING. CREASING OR FOLDING WILL LEAD TO REJECTION.

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 237441 SH 1/2

FEET	INCHES	METRES
-	2 1/2	0.064
-	5	0.127
1	-	0.305
1	4	0.406
1	6	0.457
1	7 1/2	0.495
2	0 1/4	0.616
3	-	0.914
5	-	1.524
7	6	2.286
7	8 1/2	2.350
9	1 1/2	2.781
9	3	2.819
9	3 1/2	2.832
9	6	2.896
9	6 1/4	2.902
10	-	3.048
11	11 3/4	3.651
12	-	3.658
12	1 1/2	3.696
12	5 1/4	3.791
12	6 1/4	3.816
12	7 1/2	3.848
12	8	3.861
12	10 1/2	3.924
12	10 3/4	3.931
12	11	3.937
14	8 1/4	4.477
15	9 3/4	4.820
15	10	4.826
16	11 1/2	5.169
19	8 1/4	6.001
20	-	6.096
20	9 3/4	6.344
24	0 1/4	7.322
24	2 1/4	7.372
24	8 1/4	7.525
25	7 1/2	7.811
27	2 1/2	8.293
27	3	8.306
28	5 1/2	8.674
30	-	9.144
32	9 3/4	10.001
32	11 1/2	10.046
33	6 3/4	10.230
33	8 1/2	10.274
36	5	11.100
37	3	11.354
37	3 1/4	11.360
37	4	11.379
37	4 1/2	11.392
37	5 1/4	11.411
37	5 3/4	11.424
37	6 1/4	11.436
38	9 1/4	11.817
39	3	11.963
40	-	12.192
40	5	12.319
40	6	12.344
41	0 1/4	12.503
41	3 1/4	12.579
44	-	13.411
47	0 1/4	14.332
47	8 1/2	14.542
49	0 1/2	14.948
49	1 1/2	14.973
50	-	15.240
50	3	15.316
50	9 3/4	15.488
52	4 1/2	15.964
54	-	16.459
55	3 1/2	16.853
55	8 3/4	16.986
58	4 1/2	17.793
60	-	18.288
60	5 1/2	18.428
60	5 3/4	18.434

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 237441 SH 1/2 CONTD

FEET	INCHES	METRES
60	7 1/4	18.472
61	0 3/4	18.612
61	3 1/4	18.675
61	7 1/2	18.783
61	11 1/4	18.879
65	11 1/2	20.104
66	-	20.117
66	0 1/4	20.123
67	6 1/4	20.580
70	-	21.336
70	4 1/2	21.450
76	-	23.165
79	6	24.232
81	-	24.689
84	5	25.730
87	1	26.543
87	9 1/4	26.753
90	-	27.432
91	1 3/4	27.781
92	1	28.067
92	5 1/2	28.181
94	4	28.753
95	6	29.108
95	7 1/2	29.147
100	3 3/4	30.575
103	3	31.471
107	7 1/4	32.798
107	7 1/2	32.804
109	8 1/2	33.439
113	6 3/4	34.614
116	1 1/4	35.389
125	-	38.100
126	2 1/4	38.462
129	8 1/4	39.529
138	11 1/4	42.348
140	4 1/2	42.786
150	-	45.720
150	5 3/4	45.866
154	6	47.092
157	3 3/4	47.949
167	7 1/4	51.086
170	4 1/2	51.930
176	2 3/4	53.715
192	11	58.801
200	-	60.960
225	-	68.580
250	-	76.200
260	-	79.248
310	-	94.488
400	-	121.920
494	4	150.673
683	5	208.305
935	6 3/4	285.159

AC	RD	P	SQ M
-	-	27 1/2	695.6
-	-	28	708.2
-	-	33	834.7
-	-	33 1/2	847.3
-	-	37 1/4	942.2
-	-	38 3/4	980.1
-	1	1	1037
-	1	3 3/4	1107
-	1	21	1543
-	2	3	2099

AC	RD	P	HA
6	3	12 1/4	2.763

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 237441 SH 2/2

FEET	INCHES	METRES
-	0 1/8	0.003
-	2 1/2	0.064
-	3 3/8	0.086
-	5	0.127
-	7	0.178
-	10	0.254
-	10 3/8	0.264
1	6	0.457
2	0 1/4	0.616
3	-	0.914
7	6	2.286
39	1 1/2	11.925
50	9 3/4	15.488
60	-	18.288
63	-	19.202
66	-	20.117
76	-	23.165
83	5	25.425
92	1	28.067
100	-	30.480
101	5 1/2	30.925
134	5	40.970
176	2 3/4	53.715
200	-	60.960
207	10 3/4	63.367
250	-	76.200
396	8	120.904
494	4	150.673
683	5	208.305
935	6 3/4	285.159

AC	RD	P	HA
6	3	12 1/4	2.763

Req:R781621 /Doc:DP 0237441 P /Rev:25-Mar-1997 /Sts:OK.OK /Prt:15-Nov-2012 13:52 /Pgs:ALL /Seq:6 of 6
Ref:4763 /Src:M

Section 149 (2&5) Environmental Planning and Assessment Act, 1979 (As Amended)

Warringah Council

Date Printed: 22 November 2012

Certificate Number: PLC2012/4429

Applicant Reference: sharon/michael

Receipt Number: 100178927

Shipton & Associates

Suite 1,1 Raglan Street

MANLY NSW 2095

Property Address: 42 Knightsbridge Avenue BELROSE NSW 2085

Legal Description: Lot 38 DP 238665

Property ID: 119475

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

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 emergency coastal protection works (within the meaning of that Act) on the land (Or on public land adjacent to that land), except if Council is satisfied that such an order has been fully complied with.

No

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

No

(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

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

Not Applicable

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.

Yes

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

Yes

(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 2011 (adopted 28 June 2011 effective 1 July 2011). 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&5) Environmental Planning and Assessment Act, 1979 (As Amended)

Under The Provisions of Section 149(5) of the Environmental Planning and Assessment Act.

1. *(a) Whether any instrument or resolution of Council varies or proposes to vary the provisions of an environmental planning instrument, other than as referred to in the Certificate under section 149(2):-*

Council has resolved to prepare Planning Proposals (under Section 55 of the *Environmental Planning and Assessment Act 1979*) as described in the table below.

Date of Council Resolution	Outline of Planning Proposal	Land to which Planning Proposal applies
14 February 2012	Amends WLEP 2011. Rezone land from RE2 Private Recreation to R2 Low Density Residential and part RE1 Public Recreation.	26 Campbell Avenue, Cromer. (Lot 61 DP611195)
27 March 2012	Amends WLEP 2000 and WLEP 2011. Rezone land from B2 Oxford Falls Valley Locality (WLEP 2000) to R2 Low Density Residential (WLEP 2011).	Land in the vicinity of Dawes and Perentie Roads, Belrose.

(c) Whether the land or any item on the land is affected by an order under section 24 or section 25 of the Heritage Act 1977

No

(d) Is the land subject to Councils interim policy and interim guidelines for development and use of the land likely to be affected by 1:100 year flood – Development and subdivision applications may be subject to the floor affected controls.

No

(e) Is the land subject to Councils resolution of 26th August 1997. Assessment of Development applications will be made by reference to the Collaroy/Narrabeen Coastline Management Plan- Development Guidelines for Collaroy/Narrabeen Beach.

No

2. *Threatened Species.*

(a) Does this land have the potential to contain one ore more of the following endangered or vulnerable ecological communities as described in the final determination of the scientific committee to list the ecological communities under Part 3 of Schedule 1 and Part 2 of Schedule 2 Threatened Species Conservation Act 1995(NSW)?

Duffys Forest Ecological Community in the Sydney Basin Bioregion
Swamp Sclerophyll Forest on Coastal Floodplain
Coastal Saltmarsh of the Sydney Basin Bioregion
Swamp Oak Floodplain Forest
Bangalay Sand Forest of the Sydney Basin Bioregion
Themeda grasslands on Seacliffs and Coastal Headlands
Sydney Freshwater Wetlands in the Sydney Basin Bioregion

No

(b) Is this land known to contain threatened species as described in the final determination of the scientific committee to list endangered and vulnerable species under part 1 of Schedule 1 and part 1 of Schedule 2 Threatened Species Conservation Act 1995 (NSW)?

No

3. *Does Council's Protection of Waterways and Riparian Land Policy apply to the land?*

No

4. *(a) Is this land affected by Council's geotechnical assessment of Queenscliff headland?*

No

(b) Is the land identified as having specific potential geotechnical hazards?

No

Additional Information:

a. Certain development may require further consideration under section 79BA or section 91 of the Environmental Planning and Assessment Act 1979, and section 100B of the Rural Fires Act, 1997 with respect to bushfire matters. Contact NSW Rural Fire Service.

b. Many Aboriginal objects are found within the Local Government Area of Warringah. It is prudent for the purchaser of land within such area to make enquiry of the Director-General of National Parks and Wildlife whether he/she is aware of any Aboriginal objects on the subject land or whether the land has been declared as an Aboriginal place under the National Parks and Wildlife Act 1974 (NSW). Such Director-General has wide powers to prevent the carrying out of work on land which is likely to significantly affect an Aboriginal object or Aboriginal place.

c. Information available to Council indicates properties within the catchments of Dee Why CBD, Manly Lagoon and Middle Creek may be flood affected. This includes the suburbs of Narraweena, Dee Why, Cromer, Ingleside, Brookvale and Oxford Falls. Council's Natural Environment Unit can be contacted for further information.

d. Information available to Council indicates coastal erosion may affect a greater number of properties and may present an increased risk to properties than that shown on published hazard maps of the Warringah coastline. Council's Natural Environment Unit can be contacted for further information.

The advice above is provided in good faith and the Council shall not incur any liability in respect of any such advice.

Warringah Council

Section 149 (2&5) 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

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

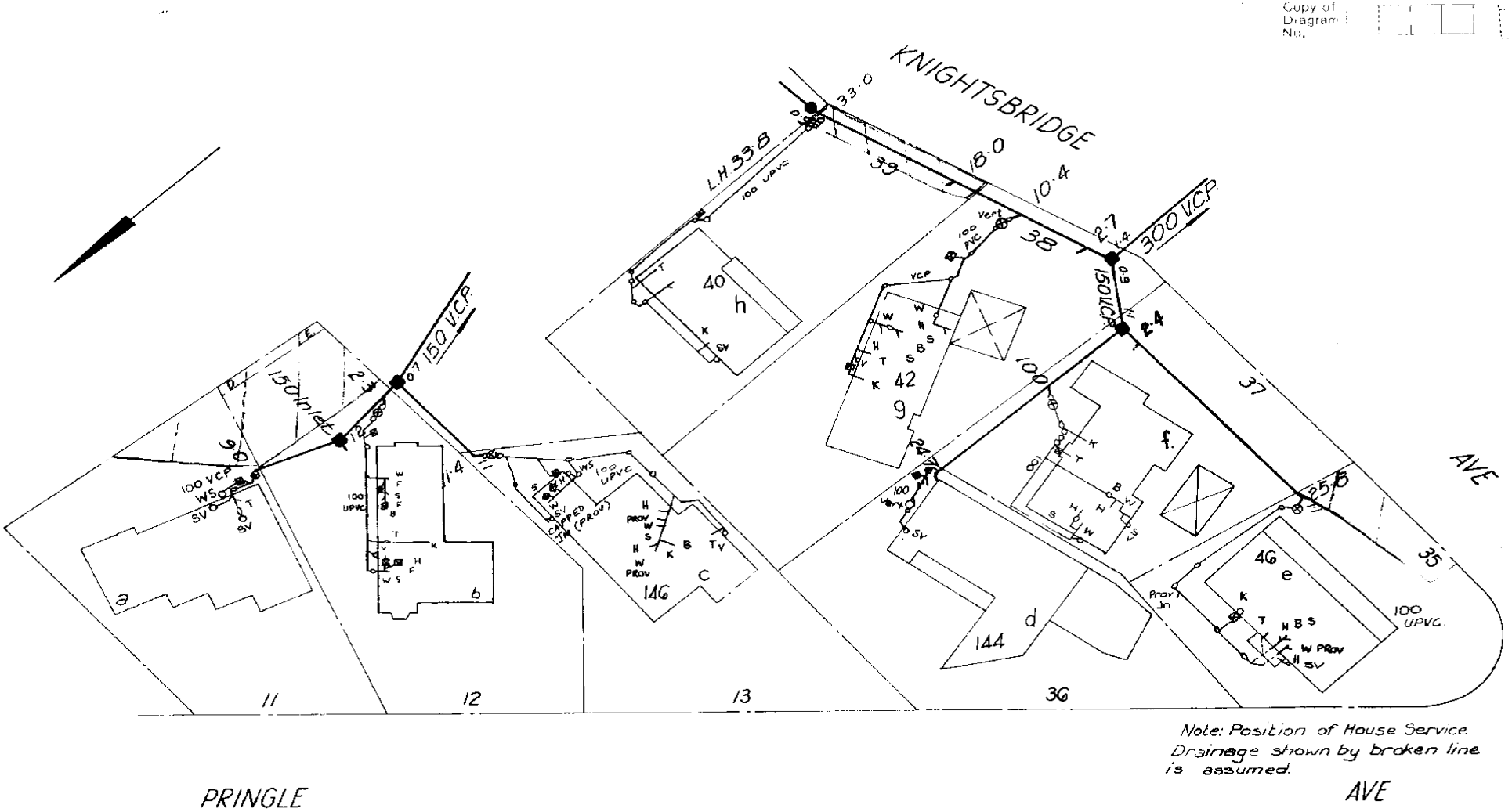
Any development not specified in item 2 or 3

Application No. 8291907

Created on 15/11/2012 14:18:40

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

Copy of Diagram No.



Note: Position of House Service Drainage shown by broken line is assumed.

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.

DRAINAGE

pervised by

Inspector

eld Diagram Examined by

Chief Inspector

Date of issue

Outfall N.S. Drainer

W.s Dr.s Plumber

W.O. 48058 Gaz. on 13.2.81

W.O. Gaz. on

Boundary Trap is not required

PLUMBING

Supervised by

Inspector

Tracing Checked by

Sheet No. 06630

SYMBOLS AND ABREVIATIONS

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

M. W. S. & D. B.

SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF Warringah

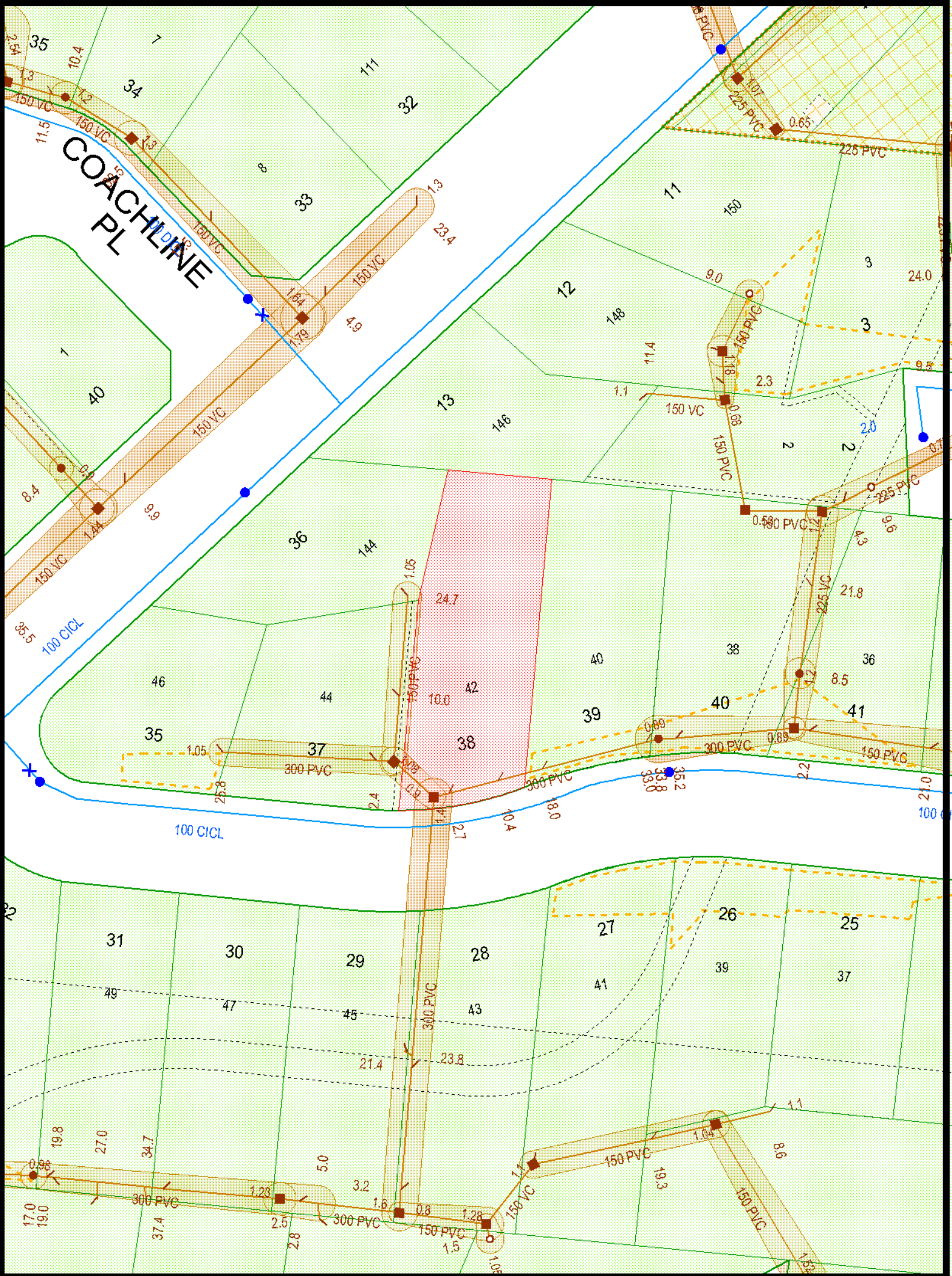
SUBURB OF Belrose

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

for House Services Engineer

connection ... 18/11/82 c 17/3/82 e 16/1/81 i 19/4/83 a 6/2/81 h 24/9/81 i: ... k: ... m: ... n: ... p: ... q: ...

Application No. 8291906 Created on 15/11/2012 14:18:33



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