

Contract for the sale of land – 2005 edition

TERM

MEANING OF TERM

Vendor's agent

Phone:

Fax:

Ref:

Co-agent

Vendor

ELIZABETH KATHLEEN ATKINS

70E Iris Street, Beacon Hill

Vendor's Solicitor

FALVEY ASSOCIATES

First Floor, 33 Hay Street, Port Macquarie

DX 7422 PORT MACQUARIE

Phone: 6583 8199

Fax: 6583 4743

Ref: GPF:CG:A21411

Completion date

28th day after the contract date (clause 15)

Land

70E IRIS STREET, BEACON HILL

(Address, plan details and title reference)

and being the whole of the land in Certificate of Title Folio Identifier 60/877980 and being Lot 60 in Deposited Plan No. 877980

☒ 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:

Exclusions

Purchaser

Purchaser's solicitor

Phone:

Fax:

Ref:

Price \$

Deposit \$

(10% of the price, unless otherwise stated)

Balance \$

Contract date

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

Vendor

Witness

GST AMOUNT (optional)

The price includes

GST of: \$

Purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

Witness

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

Land tax is adjustable

☐ NO

☐ yes

GST: Taxable supply

☒ NO

☐ yes in full

☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO

☐ yes

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

☒ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))

☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

☐ GST-free because the sale is the supply of a going concern under section 38-325

☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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

Not applicable

General	Strata or community title (clause 23 of the contract)
☒ 1 property certificate for the land	☐ 24 property certificate for strata common property
☒ 2 plan of the land	☐ 25 plan creating strata common property
☐ 3 unregistered plan of the land	☐ 26 strata by-laws not set out in <i>legislation</i>
☐ 4 plan of land to be subdivided	☐ 27 strata development contract or statement
☐ 5 document that is to be lodged with a relevant plan	☐ 28 strata management statement
☒ 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)	☐ 29 leasehold strata - lease of lot and common property
☐ 7 section 149(5) information included in that certificate	☐ 30 property certificate for neighbourhood property
☐ 8 sewerage connections diagram	☐ 31 plan creating neighbourhood property
☒ 9 sewer mains diagram	☐ 32 neighbourhood development contract
☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	☐ 33 neighbourhood management statement
☐ 11 section 88G certificate (positive covenant)	☐ 34 property certificate for precinct property
☐ 12 survey report	☐ 35 plan creating precinct property
☐ 13 section 317A certificate (certificate of compliance)	☐ 36 precinct development contract
☐ 14 building certificate given under <i>legislation</i>	☐ 37 precinct management statement
☐ 15 insurance certificate (Home Building Act 1989)	☐ 38 property certificate for community property
☐ 16 brochure or note (Home Building Act 1989)	☐ 39 plan creating community property
☐ 17 section 24 certificate (Swimming Pools Act 1982)	☐ 40 community development contract
☐ 18 lease (with every relevant memorandum or variation)	☐ 41 community management statement
☐ 19 other document relevant to tenancies	☐ 42 document disclosing a change of by-laws
☐ 20 old system document	☐ 43 document disclosing a change in a development or management contract or statement
☐ 21 Crown tenure card	☐ 44 document disclosing a change in boundaries
☐ 22 Crown purchase statement of account	☐ 45 certificate under Management Act – section 109 (Strata Schemes) or section 26 (Community Land)
☐ 23 Statutory declaration regarding vendor duty	

WARNINGS

- 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.
- A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 1987 or the Retail Leases Act 1994.
- If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
- If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
- 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.
- 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.
- 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.
- 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 FORMING PART OF CONTRACT FOR THE SALE OF LAND
BETWEEN ELIZABETH KATHLEEN ATKINS AS VENDOR AND

AS PURCHASERS AND DATED THE DAY OF , 2013.

1. Without negating, limiting or restricting any rights or remedies which would have been available to the parties at law or in equity had this clause not been included herein, should either party (or any one of them if there is more than one) prior to completion:
 - (a) die or become mentally ill then the other party may rescind this Contract by notice in writing and thereupon this Contract shall be at an end and the provisions of Clause 19 hereof shall apply; or
 - (b) be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors, or being a company resolve to go into liquidation or have a petition for the winding up of it presented or enter into any scheme of arrangement under the Corporations Law or should any liquidator, receiver or official manager be appointed then such party shall be in default hereunder and the non-defaulting party may terminate this Contract.
2. Without in any manner excluding, modifying or restricting the rights of the Purchasers pursuant to Section 52A(2)(b) of the Conveyancing Act, 1919 the Purchasers acknowledge that they are purchasing the property in its present condition and state of repair and subject to any infestation, dilapidation or defect and as a result of their own inspection and that the Vendor has not, nor has anyone on behalf of the Vendor, made any representations in respect of the property. In this Contract the word "property" shall include all buildings, structures, fences, items listed on the front page of this Contract and other improvements on or under the property and the inclusions listed in this Contract.

It is expressly agreed by the parties that nothing in this clause shall be construed as modifying the Vendors' warranties in this Contract or restricting the Purchasers' rights to requisition in relation to the subject matter of such warranties or the Purchasers' rights arising from any breach of such warranties.
3. The Purchasers acknowledge that, in entering into this Contract, they have not relied upon any statement, representation, warranty, condition, letter, document, correspondence or arrangement (either oral or in writing) made or given by the Vendor or anyone on behalf of the Vendor with respect to the subject matter of this Contract other than those that are expressly contained in this Contract.
4. If completion has not taken place by the completion date then either party shall have the right to issue a fourteen (14) day Notice to Complete which shall make time the essence of this Contract. A Notice to Complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential.
5. If requested by the Vendor the Purchaser agrees to the release of the deposit payable hereunder, or so much of same as may be required, to the Vendor for use by the Vendor as the deposit on another property to be purchased by the Vendor PROVIDED HOWEVER that such deposit shall only be released into the trust account of a Real Estate Agent or Solicitor.

- (a) If at the date of completion the Purchasers are unable to obtain from the Office of State Revenue a Certificate under Section 47 of the Land Tax Management Act to the effect that there is no current charge for Land Tax on the subject property then the Purchasers will accept a written undertaking from the Vendors that the Vendors will pay their liability to Land Tax in respect thereto and will indemnify the Purchasers from any liability therefrom.
 - (b) Notwithstanding the provisions of paragraph (a) hereof it shall not apply if the Purchaser has, within ten (10) days from the date of this Contract, submitted to the Solicitors acting for the Vendor, a Certificate or Statement from the Office of State Revenue stating that the property may be subject to a current charge for Land Tax. In that event the Vendor must provide a clear Land Tax Certificate to the Purchaser's Solicitor on or before completion of this Contract.
 - (a) In the event that this Contract, for any reason other than default or delay by the Vendors, is not completed within the time prescribed herein then the Purchasers shall (in addition to the balance of the purchase price and any other sums which may be payable to the Vendor) pay interest on the purchase price at the rate of 10.5% per annum calculated on a daily basis from the date of proposed settlement to the date of actual settlement (inclusive). The Vendor shall not be obliged to settle unless this amount is tendered at the time of settlement. It is agreed this amount is a genuine estimate of the loss suffered by the Vendor by reason of the delay in the Vendor receiving the purchase moneys and by reason of ongoing liability for outgoings in respect to the property.
 - (b) Where the provisions of paragraph (a) hereof apply the Purchaser must also pay to the Vendor on completion the sum of THREE HUNDRED AND THIRTY DOLLARS (\$330.00) to cover the Vendor's legal costs and other expenses incurred as a consequence of the delay and it is agreed that sum is a genuine pre-estimate of those additional expenses which must be allowed by the Purchaser as an additional adjustment on completion to the Vendor.
 - (a) In the event of the Purchaser purporting to be a Company, each of the persons in whose presence the Common Seal of the Company purports to have been affixed warrants that the Company has been incorporated and those persons acknowledge and agree that they shall be personally liable under this Contract, both jointly and severally, as if they had been named as Purchasers.
 - (b) In the event that the Purchaser is a Company, and in the event that the Purchaser defaults in its obligations under this Contract, the Directors of that Company and the persons in whose presence the Common Seal of the Company has been affixed hereby guarantee, both jointly and severally, the due performance of the Company in relation to its obligations pursuant to the terms of this Contract in every respect as if they had personally entered into this Contract themselves.
- The provisions of this Special Condition shall not merge upon completion, or termination, of this Contract.
9. The Purchaser warrants that he was not introduced to the property by any Real Estate Agent (other than the Agent, if any, listed as the Vendor's Agent on the front page of this Contract)

and, in the event that that warranty is false, the Purchaser shall indemnify, and keep indemnified, the Vendor with respect to any claim that may be made by any Real Estate Agent. The provisions of this Special Condition shall not merge upon completion of this Contract.



LPI On-Line

Searchlink hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act.

Information provided through Tri-Search an approved LPI/NSW Information Broker

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 60/877980

SEARCH DATE	TIME	EDITION NO	DATE
10/5/2011	4:30 PM	5	11/9/2002

LAND

LOT 60 IN DEPOSITED PLAN 877980
 AT BEACON HILL
 LOCAL GOVERNMENT AREA WARRINGAH
 PARISH OF MANLY COVE COUNTY OF CUMBERLAND
 TITLE DIAGRAM DP877980

FIRST SCHEDULE

ELIZABETH KATHLEEN ATKINS (T 8945544)

SECOND SCHEDULE (22 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 EXCEPTING LAND BELOW A DEPTH FROM THE SURFACE OF 15.24 METRES BY CROWN GRANT
- 3 Z285182 POSITIVE COVENANT AFFECTING PART SHOWN SO DESIGNATED IN THE TITLE DIAGRAM
- 4 Z515978 RIGHT OF WAY & RIGHT TO PARK VARIABLE WIDTH APPURTENANT TO PART OF THE LAND ABOVE DESCRIBED SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 5 Z515978 RIGHT OF WAY, EASEMENT TO DRAIN WATER & EASEMENT FOR SERVICES APPURTENANT TO PART OF THE LAND ABOVE DESCRIBED SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 6 DP775297 RESTRICTION(S) ON THE USE OF LAND
- 7 Z515978 EASEMENT FOR SERVICES APPURTENANT TO PART OF THE LAND ABOVE DESCRIBED SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 8 DP807341 RESTRICTION(S) ON THE USE OF LAND
- 9 DP775297 RIGHT OF CARRIAGEWAY, EASEMENT TO DRAIN WATER & EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND DESIGNATED A-K-B-C-D IN DP775297
- 10 DP775297 RIGHT OF CARRIAGEWAY, EASEMENT TO DRAIN WATER & EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND DESIGNATED G-J-W-X IN DP775297

- 11 DP775297 EASEMENT TO DRAIN WATER VARIABLE WIDTH APPURTENANT TO
THE LAND ABOVE DESCRIBED
12 DP775297 EASEMENT FOR SUPPORT APPURTENANT TO THE LAND ABOVE
DESCRIBED AFFECTING THE LAND DESIGNATED X-W-T-C1-D1-Z-Y

END OF PAGE 1 - CONTINUED OVER

GPF:A21411 Atkins

PRINTED ON 10/5/2011

**ANY ENTRIES PRECEDED BY AN ASTERISK DO NOT APPEAR ON THE CURRENT EDITION OF THE CERTIFICATE OF TITLE.
WARNING: THE INFORMATION APPEARING UNDER NOTATIONS HAS NOT BEEN FORMALLY RECORDED IN THE REGISTER.*



LPI On-Line

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 60/877980

PAGE 2

SECOND SCHEDULE (22 NOTIFICATIONS) (CONTINUED)

- IN DP775297
- 13 DP807341 RIGHT OF CARRIAGEWAY, EASEMENT TO DRAIN WATER AND
EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE
DESCRIBED AFFECTING THE LAND DESIGNATED
C-B-K-J3-K3-A1-F3-G3-H3-V-O-E IN DP807341
- 14 DP807341 RIGHT OF CARRIAGEWAY, EASEMENT TO DRAIN WATER &
EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE
DESCRIBED AFFECTING THE LAND DESIGNATED
E-O-V-H3-G3-F3-B1-E3-D3-C3-B3-A3-A3-L3 IN DP807341
- 15 DP807341 EASEMENT FOR SUPPORT APPURTENANT TO THE LAND ABOVE
DESCRIBED AFFECTING THE LAND DESIGNATED
W-T-S-E3-B1-C1-F1-K1-L1-M1-D1-Z IN DP807341
- 16 DP775297 RIGHT OF CARRIAGEWAY, EASEMENT TO DRAIN WATER &
EASEMENT FOR SERVICES APPURTENANT TO THE PART OF THE
LAND ABOVE DESCRIBED DESIGNATED (X1) IN THE TITLE
DIAGRAM
- 17 DP644754 RIGHT OF CARRIAGEWAY 4.5 WIDE AFFECTING THE PART(S)
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 18 DP877980* POSITIVE COVENANT
- 19 DP877980 EASEMENT FOR SEWERAGE PURPOSES OVER EXISTING LINE OF
PIPES AFFECTING THE PART(S) SHOWN SO BURDENED IN THE
TITLE DIAGRAM
- 20 DP877980 RESTRICTION(S) ON THE USE OF LAND
- 21 DP877980 RIGHT OF FOOTWAY, EASEMENT TO DRAIN WATER AND
EASEMENT FOR SERVICES 2 WIDE APPURTENANT TO THE LAND
ABOVE DESCRIBED
- 22 8945545 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

88B-9729

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE OF LAND
AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF
THE CONVEYANCING ACT, 1919

Lengths are in metres

Sheet 1 of 3 sheets.

DP 877980

Subdivision of Lot 56 D.P.807341
Council No. 99999...

PART ONE

Full name and address of
the proprietor of the
land.

Cecil James Kelly,
Jennifer Langton Kelly,
70B Iris St.,
Beacon Hill. NSW.

1. Identity of easement
or restriction
firstly referred to
in abovementioned plan.

Right of footway, easement to
drain water and easement for
services 2.0 wide.

Schedule of lots, etc. affected.

Lot burdened

61

Lot benefited

60

2. Identity of easement
or restriction or
positive covenant
secondly referred to
in abovementioned plan.

Positive covenant.

Schedule of lots, etc. affected.

Lot burdened

60

Authority Benefited

Warringah Council

3. Identity of easement
or restriction thirdly
referred to in
abovementioned plan.

Easement for sewerage purposes
over existing line of pipes.

Schedule of lots, etc. affected

Lot burdened

60

60

Lot benefited

61 (U-W)

57 DP 807341 (XY)

4. Identity of easement
or restriction fourthly
referred to in
abovementioned plan

Restriction on use.

Sechedule of lots, etc. affected

Lot burdened

60

60

Lot benefited

61 (U-W)

57 DP 807341 (XY)

WARRINGAH COUNCIL

Authorised Person
Authorised Person

07/21/2011 16:35

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE OF LAND
AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF
THE CONVEYANCING ACT, 1919

Lengths are in metres

Sheet 2 of 3 sheets

PLAN

DP877980

Subdivision of Lot 56 D.P. 807341
Council No. 10119.....

PART TWO

1. TERMS OF EASEMENT FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN.

Right of footway and easement to drain water within the meaning of the Conveyancing Act together with full and free right for every person who is the registered proprietor for the time being of the dominant tenement (or any part thereof with which the right may be capable of enjoyment) (herein referred to as the grantee) and to every person authorised by such registered proprietor and to every person who is at any time entitled to an estate or interest in possession in the dominant tenement to lay out, construct, erect, install, carry, maintain and use, through, on or under the servient tenement all drains, pipes, conduits, wires and all other equipment and materials necessary to provide and carry all or any of water, sewerage, gas, electricity, telephone, oil, stormwater, mail, garbage and all other services from time to time required by the registered proprietor for the time being of the dominant tenement (or any part thereof with which the right may be capable of enjoyment) to be connected to and from the dominant tenement (PROVIDED THAT the drains, pipes, conduits, wires and all other equipment and materials shall be arranged in such positions as to cause as little interference as is reasonably possible with the Right of Footway) TOGETHER WITH the right for the grantee (and all persons and workmen authorised by the grantee) with any tools, implements or machinery necessary for the purpose to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, opening, cleansing, repairing, maintaining, or renewing such drains, pipes, conduits, wires or other equipment (or any part thereof) and for any such purposes to do all things reasonably necessary to maintain the equipment or any part thereof free of obstruction and in good working order and condition. The grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will promptly restore the surface of the servient tenement as nearly as practicable to its original condition. This easement may not be released, varied or modified without the consent of Sydney Water.

2. TERMS OF POSITIVE COVENANT SECONDLY REFERRED TO IN ABOVEMENTIONED PLAN

- a) A geotechnical appraisal of this lot is to be carried out to Council's satisfaction and submitted with any future building application.
- b) Any future building(s) on this lot is to be designed and constructed to withstand the impact of bushfires to Council's satisfaction and the surrounding landscaped area be maintained with an appropriate level of fuel loading with regard to minimising the impact of bushfires.
- c) Any future development on this lot is to be designed to permit all vehicles to enter and exit the site in a forward direction.
- d) The overall height of any future building on this lot is to be generally below the floor level of the first floor (ie the level above the garage) of the existing dwelling on lot 57 DP 807341 and in addition, generally not exceeding 8 metres above existing ground level.

WARRINGAH COUNCIL


.....
Authorised Person

DP 0877980

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE OF LAND
AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF
THE CONVEYANCING ACT, 1919

Lengths are in metres

Sheet 3 of 3 sheets

PLAN

DP877980

Subdivision of Lot 56 D.P. 807341
Council No. 10119..

PART TWO (continued)

3. TERMS OF RESTRICTION THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him, from time to time and at all times by means of pipes to drain and or pump sewage and other waste material and fluid in any quantities across and through the land herein indicated as the servient tenement, together with the right to use, for the purpose of the easement, any line of pipes already laid within the servient tenement for the purpose of draining and or pump sewage or any pipe or pipes in replacement or in substitution therefor and together with the right for the grantee and every person authorised by him, with any tools, implements, or machinery, necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition and this easement shall not be released varied or modified without the consent of Sydney Water.

4. TERMS OF RESTRICTION FOURTHLY REFERRED TO IN ABOVEMENTIONED PLAN

No building or other structure shall be erected, constructed or placed on the land shown as Easement for Sewerage Purposes over existing line of pipes without the prior consent in writing of Sydney Water first had and obtained nor otherwise than in strict compliance with such conditions as Sydney Water may impose and this restriction shall not be released varied or modified without the consent of Sydney Water.

SIGNED in my presence by

.....
Signature of Witness

DENTS (PAC WARRINGAH)
Name of Witness (BLOCK LETTERS)

Warringah Council

.....
.....
Registered Proprietors

WARRINGAH COUNCIL

.....
Authorised Person



RP55A

STAMP DUTY



2
285182

POSITIVE COVENANT

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

(See Instructions for Completion on back of form)

PC	CA	1 of 1
	\$	59.

R111

DESCRIPTION
OF LAND
Note (a)

Torrens Title Reference	If part only, delete Whole and give details
52/775297	WHOLE

.....THE COUNCIL OF THE SHIRE OF WARRINGAH OF CIVIC CENTRE, Dee Why.....

Note (b)

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

OFFICE USE ONLY

ON PC

Note (c)

The Registered Proprietor of the land above described is CRAIG MATHEW ERSKINE-SMITH

Note (d)

The mortgagee/lessee/chargee/covenant chargee of the land above described is AUSTRALIAN AND NEW ZEALAND BANKING GROUP LIMITED

DATE

17.2.1990

EXECUTION
Note (e)

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

Signed in my presence by an authorised officer of the Prescribed Authority
THE COMMON SEAL OF THE COUNCIL OF THE SHIRE OF

WARRINGAH was hereunto affixed this 17 day of

February 1990 pursuant to an order made under

delegated authority by the General Manager/
Shire Clerk of the Council.

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

[Signature]

C. S. RADOWSKI

Name of Witness (BLOCK LETTERS)

2/3 KARLEMA ST BALCONGLAH NSW 2093

Address and occupation of Witness - FLIGHT ATTENDANT

[Signature]
Shire President

[Signature]
General Manager/Shire Clerk

[Signature]

Signature of registered proprietor

Notes (e)
and (f)

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

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and occupation of Witness

Signature

TO BE COMPLETED
BY LODGING PARTY

Notes (g)
and (h)

OFFICE USE ONLY

\$59
0634

LODGED BY		LOCATION OF DOCUMENTS	
CT	OTHER	CT	OTHER
			Herewith.
			In L.T.O. with
			Produced by AN2 2013
Checked FC16	Pressed	REGISTERED	-10
Signed	Ext'a Fee	23 OCT 1990	
		Secondary Directions	
		Delivery Directions	CT 205

RP55A

- (a) The Registered Proprietor shall cleanse repair and maintain all siltation stormwater and drainage structures to the satisfaction of the Prescribed Authority so that they shall remain effective at all times and without limiting the generality of the foregoing the Registered Proprietor shall remove all silt and other materials collected in any surface water collection pit or pits at all reasonable times so as to keep such pit or pits effective and at such other times as the Prescribed Authority may in writing require.
- (b) The Registered Proprietor shall allow the Prescribed Authority its servants or agents with or without motor vehicles and at any reasonable time of the day and whenever the Prescribed Authority so desires to enter the land and view the condition of the land or any structure the subject of this covenant.
- (c) The Registered Proprietor shall indemnify and keep indemnified the Prescribed Authority against all claims demands actions suits cause and causes of action sums of money compensation interest damages costs charges and expenses which may at any time result or be caused directly or indirectly by the failure or inadequacy of any siltation, stormwater or drainage structure on the land and or the failure of the Registered Proprietor to cleanse, repair or maintain the same.
- (d) The Registered Proprietor shall make such improvements alterations or amplifications to any siltation stormwater or drainage structure on the land as the Prescribed Authority shall by notice in writing reasonably require.

Note (I)
 Terms of Positive
 Covenant

INSTRUCTIONS FOR COMPLETION

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

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

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.

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

(a) Description of land:

- (i) TOIENS TITLE REFERENCE - Insert the current Folio Identifier or Volume and Folio of the Certificate of Title for the land the subject of this covenant, e.g., 135/SP12345 or Vol. 6514 Fol. 128
- (ii) PART/WHOLE - If part only of the land in the folio of the Register is affected by the covenant, delete the word "Whole" and insert the lot and part number, portion, etc.

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

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

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

(e) Execution.

- GENERALLY (i) Should there be insufficient space for execution of this dealing use an annexure sheet.
- (ii) The certificate of correctness under the Real Property Act, 1900 must be signed by the authorised officer who should execute the dealing in the presence of an adult witness, to whom he/she is personally known.
- ATTORNEY (iii) If the dealing is executed by an attorney for the applicant pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his/her authority, e.g. "AT by his/her attorney for receiver or delegate, as the case may be" NY pursuant to power of attorney registered Book No.
- AUTHORITY (iv) If the dealing is executed pursuant to an authority (other than specified in (iii)) the form of execution must indicate the statutory, judicial or other authority pursuant to which the dealing has been executed.
- CORPORATION (v) If the dealing is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his position (e.g., director, secretary) in the corporation.

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

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

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

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

OFFICE USE ONLY

FIRST SCHEDULE DIRECTIONS					
(A) FOLIO IDENTIFIER	(B) DIRECTION	(C) NAME			
SECOND SCHEDULE AND OTHER DIRECTIONS					
(D) FOLIO IDENTIFIER (OR REGO DEALING & FOLIO IDENTIFIER)	(E) DIRECTION	(F) NOTIN TYPE	(G) DEALING NUMBER	(H) DETAILS	

THIS IS THE ANNEXURE TO THE POSITIVE COVENANT BETWEEN THE COUNCIL OF THE SHIRE OF WARRINGAH
AND CRAIG MATHEW ERSKINE-SMITH DATED THIS 19 DAY OF February 1990

- (e) Without the written consent of the Prescribed Authority the Registered Proprietor shall not:-
- (i) Alter the level of the land.
 - (ii) do anything on the land which impedes or interferes with the normal flow of stormwater or other water through the siltation stormwater or drainage structure constructed on the land or interfere with its proper operation.

X *G. Ledwale*
Witness

X *Dr. [Signature]*
Dr.

Henkman
Opfer

Signed and sealed by the said Bank
at Sydney by its Attorney

RAYMOND GREEN
who is personally known to me,

JUSTICE OF THE PEACE FOR
NEW SOUTH WALES

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
INCORPORATING ANZ BANK AND AS
by its Attorney

and I, the said Attorney state that I have duly read the
the revocation of the Power of Att.
the Registrar General Sydney as the
this document is executed.

ACTING/AREA MANAGER
AUSTRALIA AND NEW ZEALAND
LIMITED

RP 138

STAMP DUTY

410



2
515978 X

RELOADED
21 DEC 1999

TRANSFER
GRANTING EASEMENT
REAL PROPERTY ACT, 1900
(See Instructions for Completion on back of form)

TG 177 1 of 1
\$ 56
RECEIVED

DESCRIPTION
OF LAND
Note (a)

Folio Identifier 54/775297

Folio Identifier 51/775297
A. lot 1 E
\$59-

TRANSFEROR
(registered
proprietor of
servient tenement)
Note (b)

ROBERT VAN WIERINGEN

(the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 1.00
and TRANSFERS and GRANTS

OFFICE USE ONLY

OVER

Note (c)

see annexure hereto

TRANSFEREE
(registered
proprietor of
dominant tenement)
Note (b)

MATHEW
CRAIG/ERSKINE SMITH

PRIOR
ENCUMBRANCES
Note (d)

subject to the following PRIOR ENCUMBRANCES: 1. R898295 Mortgage to ANZ Bank

DATE OF TRANSFER

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

EXECUTION
Note (a)

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

Signature of Witness
C. M. ERSKINE SMITH
Name of Witness (BLOCK LETTERS)
12 ABERNETHY ST SEAFORTH
Address and occupation of Witness

Signature of Transferor

Note (c)

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

Signature of Witness
CLIFFORD PONTING
Name of Witness (BLOCK LETTERS)
12 ABERNETHY ST
Address and occupation of Witness
SEAFORTH.

Signature of Transferee

7-10-89

TO BE COMPLETED
BY LODGING PARTY
Notes (f) and (g)

LODGED BY 198 Other Webster James		LOCATION OF DOCUMENTS	
R. HAZLEY & CO. BOX 381H FAX: 284 7702		CT	OTHER
Delivery Box Number 631C			
Extra Fee	Checked by 5163	Herewith.	
	EB2	In R.G.O. with	
REGISTERED - 19		Produced by 205 2211	
10 APR 1991			
Registrar General		CT 205	

RP 138

INSTRUCTIONS FOR COMPLETION

This dealing should be marked by the Commissioner of Stamp Duties before lodgment at the Registrar General's Office.

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

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialed by the parties to the dealing.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.

Registered mortgagees, chargees and lessees of the servient tenement should consent to the grant of easement; otherwise, the mortgage, charge or lease should be noted in the memorandum of prior encumbrances.

Rule up all blanks.

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

(a) Description of land. **TORRENS TITLE REFERENCE.**—Insert the current Folio Identifiers or Volume and Folios of the Certificates of Title/Crown Grants for both the dominant and servient tenements, e.g., 135/SP12145 or Vol. 8514 Fol. 126.

(b) Show the full name, address and occupation or description.

(c) State the nature of the easement (see, e.g., section 181A of the Conveyancing Act, 1919), and accurately describe the site of the easement. The transfer and grant must comply with section 88 of the Conveyancing Act, 1919.

(d) In the memorandum of prior encumbrances state only the registered number of any mortgage, lease or charge (except where the content of the mortgage, lessee or chargee is furnished), and of any writ recorded in the Register.

(e) Execution.

GENERALLY

(i) Should there be insufficient space for the execution of this dealing, use an annexure sheet.

(ii) The certificate of correctness under the Real Property Act, 1900 must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he is personally known.

The solicitor for the transferee may sign the certificate on behalf of the transferee, the solicitor's name (not that of his firm) to be typewritten or printed adjacent to his signature. Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.

ATTORNEY

(iii) If the transfer is executed by an attorney for the transferee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his authority, e.g., "As by his attorney for receiver or delegate, as the case may be" XY pursuant to power of attorney registered Book No. , and I declare that I have no notice of the revocation of the said power of attorney".

AUTHORITY

(iv) If the transfer is executed pursuant to an authority (other than specified in (iii)), the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.

CORPORATION

(v) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., In accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his position (e.g., director, secretary) in the corporation.

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

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

OFFICE USE ONLY

FIRST SCHEDULE DIRECTIONS

DIRECTION: PROP
No. OF NAMES:

(A) FOLIO IDENTIFIER	(B) No.	(C) SHARE	(D)	(E)	NAME AND DESCRIPTION
----------------------	---------	-----------	-----	-----	----------------------

SECOND SCHEDULE & OTHER DIRECTIONS

(A) FOLIO IDENTIFIER (OR RECD. DEALING & FOLIO IDENTIFIER)	(B) DIRECTION	(C) NOTIN TYPE	(D) DEALING NUMBER	(E) DETAILS
54/775297	ON	EA		Right of way and right to park variable widths affecting the part of the land above described designated A in DP 642796
"	ON	EB		Right of way, easement to drain water and easement for services affecting the part of the land above described designated B in DP 642796.
"	ON	EC		EASEMENT for services affecting the part of the land above described designated C in DP 642796.
51/775297	CT	205		
	ON	EA		RIGHT OF WAY & RIGHT TO PARK VARIABLE WIDTH ADJUTENANT TO THE LAND ABOVE DESCRIBED SHOWN SO BOUNDING IN DP 642796
	ON	EB		RIGHT OF WAY, EASEMENT TO DRAIN WATER & EASEMENT FOR SERVICES ADJUTENANT TO THE LAND ABOVE DESCRIBED SHOWN SO BOUNDING IN DP 642796.
	ON	EC		EASEMENT FOR SERVICES ADJUTENANT TO THE LAND ABOVE DESCRIBED SHOWN SO BOUNDING IN DP 642796.

Lengths are in metres
Plan DP642796

Sheet 1 of 3 sheets

FULL NAME AND ADDRESS OF
PROPRIETOR OF LAND:

Mr Robert Van Wieringen
70 Iris Street, Beacon Hill

THIS IS THE ANNEXURE MARKED "A" REFERRED TO IN TRANSFER
GRANTING EASEMENT BETWEEN R. VAN WIERINGEN AND C M.
ERSKINE - SMITH

- | | |
|---|---|
| 1. Identity of Easement
firstly referred to in
abovementioned plan: | Right of Way and Right to
Park variable widths
along the north eastern
corner of the land
marked "A" on DP642796. |
|---|---|

SCHEDULE OF LOTS, ETC. AFFECTED

Lot burdened
Lot 54

- | | |
|--|--|
| 2. Identity of Easement
Secondly Referred to
in abovementioned plan. | Right of Way and
Easement to Drain Water
and Easement for Services
0.2m wide and variable
widths along the eastern
boundary marked "B" on DP
642796. |
|--|--|

SCHEDULE OF LOTS, ETC. AFFECTED

LOT BURDENED

Lot 54

- | | |
|--|--|
| 3. Identity of Easement
thirdly referred to in
above mentioned plan. | Easement for Services
1.5m wide on the south
eastern side of the land
marked "C" on DP642796. |
|--|--|

SCHEDULE OF LOTS, ETC. AFFECTED

Lot burdened
54

Part 2

1. TERMS OF RIGHT OF WAY FIRSTLY AND SECONDLY REFERRED
TO IN THE ABOVE MENTIONED PLAN.

Full and free right for every person who is at any
time entitled to an estate or interest in
possession in the land herein indicated as the
dominant tenement or any part thereof with which
the right shall be capable of enjoyment, and every
person authorised by him, to go, pass and repass at
all times and for all purposes with or without
animals or vehicles or both to and from the said
dominant tenement or any such part thereof.



Sheet 2 of 3 Sheets

2. TERMS OF RIGHT TO PARK FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN;

Full and free right for the body in whose favour this instrument is created and every person authorised by it to go, pass and repass, to park any vehicle at all times for all purposes on the land indicated herein as the servient tenement.

3. TERMS OF EASEMENT TO DRAIN WATER SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN;

Easement to drain water within the meaning of the Schedule IVA Part III of the Conveyancing Act, 1919, as amended.

4. TERM OF EASEMENT FOR SERVICES SECONDLY AND THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN;

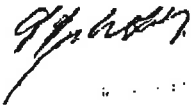
FULL AND FREE RIGHT for any person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by him from time to time and at all times to make, lay out, construct and forever use and maintain such channels, pipes, conduits also to other means as may be appropriate and necessary (hereinafter referred to as "the channels") over the land herein indicated as the servient tenement (with the exception of the over, under through any building erected on the subject land) in such position as may be necessary and convenient for the purposes from time to time and at all times of supplying gas, electricity, water, sewerage and telephone services in and through the land herein indicated as the dominant tenement and for that purpose to remove and carry away all or any of the clay, gravel, stones and earth which shall be taken out of such servient tenement and/or all said channels TOGETHER WITH FULL AND FREE RIGHT AND LIBERTY from time to time and at all times to inspect the condition of or to cleanse, maintain, mend, repair and/or relay the said channels or any part or parts thereof and for such purposes or any of them at all reasonable times with surveyors, workmen, technicians, horses, carts, motor vehicles, materials, implements, other persons and things to enter into and upon the land indicated herein as the servient tenement and to bring and place thereon and/or remove therefrom all necessary materials, machinery implements and things and to remove and to carry away and/or use all or any clay, sand, gravel, stones and earth which shall be taken out of the land indicated herein as the servient tenement and to do all such things and acts as may be deemed necessary by the registered proprietor for the time being of the land indicated herein as the dominant tenement and the person, persons or authorities lawfully authorised to supply the services hereinbefore referred to PROVIDED THAT the registered proprietor for the time being of the land indicated herein as



Sheet 3 of 3 sheets

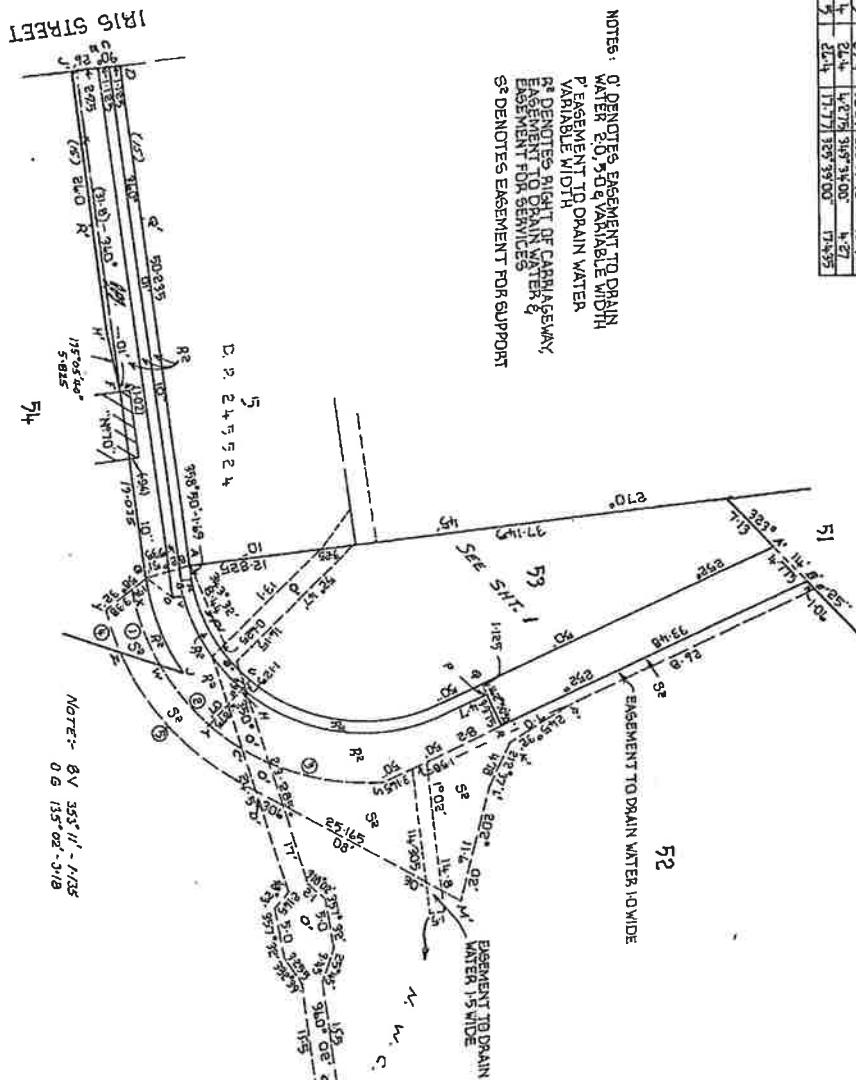
the dominant tenement and all persons and authorities authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the land indicated herein as the servient tenement and will restore that surface as early as practicable to its original condition and the registered proprietor for the time being of the land indicated herein as the dominant tenement for himself, his executors, administrators and assigns HEREBY COVENANTS with the registered proprietor for the time being of the land indicated herein as the servient tenement that:

1. He will not permit or suffer any act, deed, matter or thing whereby the said channel shall or shall be likely to become injured or damaged or whereby the lawful authorities hereinbefore referred to shall be prevented from or hampered in constructing, maintaining, mending, repairing, inspecting or cleaning the said channels;
2. He will not interfere with the free flow or the passage of the services hereinbefore referred to through the said channels.
3. If he shall do, permit or suffer anything which shall injure or damage the said channels or any part or parts thereof or shall interfere with the free flow of the passage or the services hereinbefore referred to through the same, such registered proprietor will forthwith at his own expense properly and substantially repair and make good all such injury and damage and restore the free flow and passage of the services hereinbefore referred to and do all things necessary or expedient for the purposes of any of them.



Nº	RADIUS	ARC	BEARING	SLIP	DISTANCE
1	23.4	8.06	347.55	40	8.02
2	23.4	7.33	328.15	20	7.7
3	23.4	18.45	272.17	40	18.15
4	26.4	4.275	315.7	40	4.27
5	26.4	17.77	325.39	00	17.455

NOTES
Q. EASEMENT TO DRAIN WATER 20.0% VARIABLE WIDTH
P. EASEMENT TO DRAIN WATER VARIABLE WIDTH
R. DENOTES RIGHT OF CARRIAGEWAY, EASEMENT TO DRAIN WATER & EASEMENT FOR SERVICES
S. DENOTES EASEMENT FOR SUPPORT



Plan Drawing only to appear in this space

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

• OFFICE USE ONLY

D.P. 775297

This is sheet 2 of my plan in 2 sheets
dated 11-2-1958

Surveyor registered under Surveyors Act 1928.

This is sheet 2 of the plan of 2
 sheets covered by my Certificate No.
 8990 of 17th February 1988

Ken Thomson
Council Clerk

11. INTENDED PURSUA NT TO SEC 303 OF THE CONSERVANCY ACT 1919 TO CREATE: (CONT. FROM SECT. 10.)

10. AGREEMENT TO DRAIN WATER HO. HOIDE.

11. AGREEMENT TO DRAIN WATER HO. TO VARIABLE WITH

12. AGREEMENT FOR SUPPORT X N T D Z Y

13. AGREEMENT FOR SUPPORT. C A S E B E N T

14. AGREEMENT TO DRAIN WATER HO. HOIDE.

15. AGREEMENT TO DRAIN WATER HO. TO VARIABLE WITH

16. RESTRICTION AS TO USE.

17. RESTRICTION AS TO USE.

could say we met in the wrong partying,
I've never agreed by the Cinema
"Shuck"

Production Ratio 1: **300**
Lengths are in pixels

SMITHSONIAN REFERENCE 6997

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.

13th May, 1988

FRAME 1

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.

13th May, 1988

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 ONE
PLAN 13 P 7 7 5 2 2 7
Subdivision of Lot 3 Deposited Plan 508334 covered by Council Clerk's Certificate No. 8990 of 17th February 1988.
Full Name and Address of the Proprietors of the Land
(Sheet one of 5 Sheets)

1. Identity of Easement or Restriction firstly referred to in above mentioned plan.
Schedule of Lots, etc. affected
Lot Burdened 51, 52 & 54
Lot Benefited 51, 52 & 54
Right of Carriageway, Easement to Drain Water and Easement for Services A K B C D
2. Identity of Easement or Restriction secondly referred to in above mentioned plan.
Schedule of Lots, etc. affected
Lot Burdened 51, 52 & 54
Lot Benefited 51, 52 & 54
Right of Carriageway, Easement to Drain Water and Easement for Services C B V O E
3. Identity of Easement or Restriction thirdly referred to in above mentioned plan.
Schedule of Lots, etc. affected
Lot Burdened 51, 52 & 54
Lot Benefited 51, 52 & 54
Right of Carriageway, Easement to Drain Water and Easement for Services E O G F H J
4. Identity of Easement or Restriction fourthly referred to in above mentioned plan.
Schedule of Lots, etc. affected
Lot Burdened 51, 52 & 53
Lot Benefited 51, 52 & 53
Right of Carriageway, Easement to Drain Water and Easement for Services K U H V B
5. Identity of Easement or Restriction fifthly referred to in above mentioned plan.
Schedule of Lots, etc. affected
Lot Burdened 51, 52 & 53
Lot Benefited 51, 52 & 53
Right of Carriageway, Easement to Drain Water and Easement for Services G O V H T W J
6. Identity of Easement or Restriction sixthly referred to in above mentioned plan.
Schedule of Lots, etc. affected
Lot Burdened 51 & 53
Lot and/or Authority Benefited 51 & 53
Right of Carriageway, Easement to Drain Water and Easement for Services G J H X
7. Identity of Easement or Restriction seventhly referred to in above mentioned plan.
Schedule of Lots, etc. affected
Lot Burdened 51, 52 & 53
Lot and/or Authority Benefited 51, 52 & 53
Right of Carriageway, Easement to Drain Water and Easement for Services U Q A P R P H

REGISTERED



11-5-1988

SHIRE CLERK

WARINGAH SHIRE COUNCIL

11-5-1988

SHIRE CLERK

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 ONE (continued)
PLAN Op 7 7 5 2 4 7
Subdivision of Lot 3 Deposited Plan 508334 covered by Council Clerk's Certificate No. 8990 of 17th February 1988.
Full Name and Address of the Proprietors of the Land
(Sheet 2 of 5 Sheets)

8. Identity of Easement or Restriction eighthly referred to in above mentioned plan.
Schedule of Lots, etc. affected
Lot Burdened 51, 52 & 54
Lot Benefited 51, 52 & 54
Right of Carriageway, Easement to Drain Water and Easement for Services H P R S T
9. Identity of Easement or Restriction ninthly referred to in above mentioned plan.
Schedule of Lots, etc. affected
Lot Burdened 51, 52 & 54
Lot Benefited 51, 52 & 54
Easement to Drain Water variable width
10. Identity of Easement or Restriction tenthly referred to in above mentioned plan.
Schedule of Lots, etc. affected
Lot Burdened 51, 52 & 54
Lot Benefited 51, 52 & 54
Easement to Drain Water 1 metre wide
11. Identity of Easement or Restriction eleventhly referred to in above mentioned plan.
Schedule of Lots, etc. affected
Lot Burdened 51
Lot Benefited 51
Easement to Drain Water 2, 5 & variable width
12. Identity of Easement or Restriction twelfthly referred to in above mentioned plan.
Schedule of Lots, etc. affected
Lot Burdened 51, 52 & 53
Lot and/or Authority Benefited The Council of the Shire of Waringah
Easement for Support X W T C D Z Y
13. Identity of Easement or Restriction thirteenthly referred to in above mentioned plan.
Schedule of Lots, etc. affected
Lot Burdened 51, 52 & 53
Lot and/or Authority Benefited Easement for Support C S R B E F K L M D

REGISTERED



11-5-1988

SHIRE CLERK

WARINGAH SHIRE COUNCIL

11-5-1988

SHIRE CLERK

FRAME 2

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 00 775297
PART ONE (continued)
Subdivision of Lot 3 Deposited Plan 508334 covered by
Council Clerk's Certificate No. 29306 of 17th February
1988.
Full Name and Address of the
Proprietors of the Land
(Sheet 3 of 5 sheets)

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 00 775297
PART TWO
Subdivision of Lot 3 Deposited Plan 508334 covered by
Council Clerk's Certificate No. 29306 of 17th February 1988.
Full Name and Address of the
Proprietors of the Land
(Sheet 4 of 5 sheets)

14. Identity of Easement or
Restriction Fourteenthly
referred to in above-mentioned
Plan

15. Identity of Easement or
Restriction Fifteenthly
referred to in above-mentioned
Plan

16. Identity of Easement or
Restriction Sixteenthly
referred to in above-mentioned
Plan

17. Identity of Easement or
Restriction Seventeenthly
referred to in above-mentioned
Plan

18. Identity of Easement or
Restriction Eighteenthly
referred to in above-mentioned
Plan

19. Identity of Easement or
Restriction Nineteenthly
referred to in above-mentioned
Plan

20. Identity of Easement or
Restriction Twentiethly
referred to in above-mentioned
Plan

21. Identity of Easement or
Restriction Twenty-firstly
referred to in above-mentioned
Plan

22. Identity of Easement or
Restriction Twenty-secondly
referred to in above-mentioned
Plan

23. Identity of Easement or
Restriction Twenty-thirdly
referred to in above-mentioned
Plan

24. Identity of Easement or
Restriction Twenty-fourthly
referred to in above-mentioned
Plan

25. Identity of Easement or
Restriction Twenty-fifthly
referred to in above-mentioned
Plan

26. Identity of Easement or
Restriction Twenty-sixthly
referred to in above-mentioned
Plan

27. Identity of Easement or
Restriction Twenty-seventhly
referred to in above-mentioned
Plan

28. Identity of Easement or
Restriction Twenty-eighthly
referred to in above-mentioned
Plan

29. Identity of Easement or
Restriction Twenty-ninthly
referred to in above-mentioned
Plan

30. Identity of Easement or
Restriction Thirtiethly
referred to in above-mentioned
Plan

REGISTERED
11-5-1988

WARREN SHIRE COUNCIL
SHIRE CLERK

Schedule of Lots, etc. affected
Lot and/or Authority Benefited
The Council of the Shire of Warrengah

Schedule of Lots, etc. affected
Lot and/or Authority Benefited
The Council of the Shire of Warrengah

Schedule of Lots, etc. affected
Lot and/or Authority Benefited
The Council of the Shire of Warrengah

Schedule of Lots, etc. affected
Lot and/or Authority Benefited
The Council of the Shire of Warrengah

Schedule of Lots, etc. affected
Lot and/or Authority Benefited
The Council of the Shire of Warrengah

Schedule of Lots, etc. affected
Lot and/or Authority Benefited
The Council of the Shire of Warrengah

Schedule of Lots, etc. affected
Lot and/or Authority Benefited
The Council of the Shire of Warrengah

Schedule of Lots, etc. affected
Lot and/or Authority Benefited
The Council of the Shire of Warrengah

Schedule of Lots, etc. affected
Lot and/or Authority Benefited
The Council of the Shire of Warrengah

Schedule of Lots, etc. affected
Lot and/or Authority Benefited
The Council of the Shire of Warrengah

Schedule of Lots, etc. affected
Lot and/or Authority Benefited
The Council of the Shire of Warrengah

Schedule of Lots, etc. affected
Lot and/or Authority Benefited
The Council of the Shire of Warrengah

Schedule of Lots, etc. affected
Lot and/or Authority Benefited
The Council of the Shire of Warrengah

Schedule of Lots, etc. affected
Lot and/or Authority Benefited
The Council of the Shire of Warrengah

Schedule of Lots, etc. affected
Lot and/or Authority Benefited
The Council of the Shire of Warrengah

Schedule of Lots, etc. affected
Lot and/or Authority Benefited
The Council of the Shire of Warrengah

Schedule of Lots, etc. affected
Lot and/or Authority Benefited
The Council of the Shire of Warrengah

Schedule of Lots, etc. affected
Lot and/or Authority Benefited
The Council of the Shire of Warrengah

Schedule of Lots, etc. affected
Lot and/or Authority Benefited
The Council of the Shire of Warrengah

Schedule of Lots, etc. affected
Lot and/or Authority Benefited
The Council of the Shire of Warrengah

Schedule of Lots, etc. affected
Lot and/or Authority Benefited
The Council of the Shire of Warrengah

Schedule of Lots, etc. affected
Lot and/or Authority Benefited
The Council of the Shire of Warrengah

10	20	30	40	50	60	70	80	90	100	110	120	130	140
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This negative is a photograph made as a permanent
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13th May, 1988



REGISTERED
11-5-1988

WARREN SHIRE COUNCIL
SHIRE CLERK

16. TERMS OF RESTRICTION AS TO USER SIXTEENTHLY REFERRED TO IN ABOVE-MENTIONED PLAN
No fence shall be erected along the boundaries B & E & V in the above-mentioned plan

17. TERMS OF RESTRICTION AS TO USER SEVENTEENTHLY REFERRED TO IN ABOVE-MENTIONED PLAN
No fence shall be erected along the boundaries D & Q & U & R in the above-mentioned plan

18. TERMS OF RESTRICTION AS TO USER EIGHTEENTHLY REFERRED TO IN ABOVE-MENTIONED PLAN
No fence shall be erected along the boundaries D & Q & U & R in the above-mentioned plan

19. TERMS OF RESTRICTION AS TO USER NINETEENTHLY REFERRED TO IN ABOVE-MENTIONED PLAN
No fence shall be erected along the boundaries D & Q & U & R in the above-mentioned plan

20. TERMS OF RESTRICTION AS TO USER TWENTIETHLY REFERRED TO IN ABOVE-MENTIONED PLAN
No fence shall be erected along the boundaries D & Q & U & R in the above-mentioned plan

21. TERMS OF RESTRICTION AS TO USER TWENTY-FIRSTLY REFERRED TO IN ABOVE-MENTIONED PLAN
No fence shall be erected along the boundaries D & Q & U & R in the above-mentioned plan

22. TERMS OF RESTRICTION AS TO USER TWENTY-SECONDLY REFERRED TO IN ABOVE-MENTIONED PLAN
No fence shall be erected along the boundaries D & Q & U & R in the above-mentioned plan

23. TERMS OF RESTRICTION AS TO USER TWENTY-THIRDLY REFERRED TO IN ABOVE-MENTIONED PLAN
No fence shall be erected along the boundaries D & Q & U & R in the above-mentioned plan

24. TERMS OF RESTRICTION AS TO USER TWENTY-FOURTHLY REFERRED TO IN ABOVE-MENTIONED PLAN
No fence shall be erected along the boundaries D & Q & U & R in the above-mentioned plan

25. TERMS OF RESTRICTION AS TO USER TWENTY-FIFTHLY REFERRED TO IN ABOVE-MENTIONED PLAN
No fence shall be erected along the boundaries D & Q & U & R in the above-mentioned plan

26. TERMS OF RESTRICTION AS TO USER TWENTY-SIXTHLY REFERRED TO IN ABOVE-MENTIONED PLAN
No fence shall be erected along the boundaries D & Q & U & R in the above-mentioned plan

27. TERMS OF RESTRICTION AS TO USER TWENTY-SEVENTHLY REFERRED TO IN ABOVE-MENTIONED PLAN
No fence shall be erected along the boundaries D & Q & U & R in the above-mentioned plan

28. TERMS OF RESTRICTION AS TO USER TWENTY-EIGHTHLY REFERRED TO IN ABOVE-MENTIONED PLAN
No fence shall be erected along the boundaries D & Q & U & R in the above-mentioned plan

29. TERMS OF RESTRICTION AS TO USER TWENTY-NINTHLY REFERRED TO IN ABOVE-MENTIONED PLAN
No fence shall be erected along the boundaries D & Q & U & R in the above-mentioned plan

30. TERMS OF RESTRICTION AS TO USER THIRTIETHLY REFERRED TO IN ABOVE-MENTIONED PLAN
No fence shall be erected along the boundaries D & Q & U & R in the above-mentioned plan

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

PLAN OF 775297

FULL Name and Address of the Proprietors of the Land

PART TWO (continued)

Subdivision of Lot 3 Deposited Plan 506334 covered by Council Clerk's Certificate No. 8990 of 17th February 1988.

(Sheet 5 of 5 sheets)

The Person or Persons and/or Authority having the right to release, vary, modify the Restrictions and Easements referred to herein:

- | | |
|---|--|
| (a) Easement or restriction as to user firstly to fifteenlythly referred to in abovementioned plan | The registered proprietor or proprietors for the time being of the lots benefited and the Council of the Shire of Marrangh |
| (b) Easement or restriction as to user sixteenthly and seventeenthly referred to in abovementioned plan | The Council of the Shire of Marrangh |

SIGNED in my presence by
Robert Van Wieringen
who is personally
known to me

Signature of Witness

Signature last—Sunder by the 1st
Sund in Sydney by the 11th

**AUSTRALIA AND NEW ZEALAND BEARING GIROP? LIABILITY
INCORPORATING ANZ BANK AND ES&A BANK**
by B. A. GIBSON

Name of Witness (BLOCK LETTERS)..... S R. HEDGES

COLIN ALEXANDER MOYER
SAN ANTONIO TEXAS
BROOKDALE BANK OF TEXAS

ASSUMEDLY BECAUSE FROM THE TIME BRIBING OF AUSTRALIA AND NEW ZEALAND POLYMER GROUP LIMITED

SOLICITOR

Approved by the Council of the Shire
of Warringa

WARRINGAH SHIRE COUNCIL
Paul Newman
SHIRE CLERK

REGISTERED  11.5-1988

FRAME 3

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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13th May, 1968

2

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

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY 18

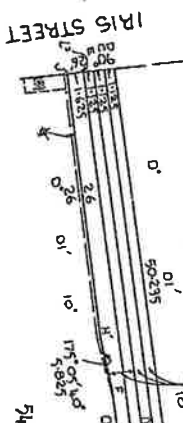
SCHEDULE OF CURVES		
Nº	RADIUS AND CHORDS	CHORD BEARING
1	23.4 8.06 187.5 207 6.03	
2	23.4 7.79 328.5 207 7.7	
3	23.4 18.44 276.17 407 18.15	
4	26.4 4.275 3.49 94.00 4.27	
5	26.4 17.77 355.99 207 17.35	
6	13.66 10.56 92.37 50 10.35	
7	12.74 9.7 94.39 50 9.47	
8	9.36 7.15 94.39 50 6.96	

(X) BENEFITED BY RIGHT OF CARRIAGEWAY
 EASEMENT TO DRAIN WATER & EASEMENT
 FOR SERVICES E.O.G.F.M.J. (DP 775297)
 (N) BENEFITED BY RIGHT OF CARRIAGEWAY
 EASEMENT TO DRAIN WATER & EASEMENT
 FOR SERVICES C (DP 775297)
 (P) POSITIVE COVENANT (EAS 182)

NOTES: C DENOTES EASEMENT TO DRAIN
 WATER 20' WIDE

- P¹ EASEMENT TO DRAIN WATER
 VARIABLE WIDTH - DP 775297
- R² RIGHT OF CARRIAGEWAY
 EASEMENT TO DRAIN WATER
 & EASEMENT FOR SERVICES
- S² EASEMENT FOR SUPPORT
 VARIABLE WIDTHS
- Q EASEMENT FOR SUPPORT - DP 775297
- Q² RIGHT WAY & RIGHT TO PARK - Z 515978
- X EASEMENT FOR SERVICES - Z 515978
- X² RIGHT OF WAY EASEMENT TO DRAIN WATER & EASEMENT
 FOR SERVICES - Z 515978
- (V) BENEFITED BY EASEMENT TO DRAIN WATER & SERVICES
 RIGHT OF WAY & RIGHT TO PARK -
 Z 515978

C.P. 24.5 52.4



NOTE:- B.V. 353°11'-1.135
 O.G. 135°02'-3.18
 V.O. 90°01'-1.26
 B.A. 90°01'-1.415
 K.B. 90°01'-1.16

EXISTING
 EASEMENT TO DRAIN
 WATER 20' WIDE
 (DP 775297)

AMENDMENTS AND/OR ADDITIONS MADE ON
 PLAN IN THE LAND TITLES OFFICE

110 20 30 40 50 60 70 Table of mm 110 120 130 140

This negative is a photograph made as a permanent
 record of a document in the custody of the
 Registrar General this day. 28th May, 1991



DP 807341 ③

Registered: SH 4-4-1991

This is sheet 2 of my plan in 2 sheets
 dated

Buyer registered under Stamp Act 1928.

This is sheet 2 of the plan of 2
 sheets registered on 22nd August 1990

7 Nov 1990
 David Clark

It is intended to
 PURSUANT TO SEC 88B
 OF THE CONVEYANCING
 ACT, 1919, TO

TRANSFER THE RIGHT OF CARRIAGEWAY
 EASEMENT TO DRAIN WATER & EASEMENT
 FOR SERVICES C (DP 775297) TO THE
 UNDERTAKERS

TRANSFER: 1. EASEMENT TO DRAIN
 WATER 20' WIDE
 2. EASEMENT TO DRAIN
 WATER 20' WIDE
 3. EASEMENT TO DRAIN
 WATER 20' WIDE
 4. EASEMENT TO DRAIN
 WATER 20' WIDE
 5. EASEMENT TO DRAIN
 WATER 20' WIDE
 6. EASEMENT TO DRAIN
 WATER 20' WIDE
 7. EASEMENT TO DRAIN
 WATER 20' WIDE
 8. EASEMENT TO DRAIN
 WATER 20' WIDE
 9. EASEMENT TO DRAIN
 WATER 20' WIDE
 10. EASEMENT TO DRAIN
 WATER 20' WIDE

"and as to the easements
 mentioned in the plan
 I have signed by the plan
 of 22nd August 1990"

7 Nov 1990

ATKINS AND BENTLEY ENGINEERING LIMITED

1. The plan is intended to be used as a permanent
 record of a document in the custody of the
 Registrar General this day. 28th May, 1991

2. The plan is intended to be used as a permanent
 record of a document in the custody of the
 Registrar General this day. 28th May, 1991

3. The plan is intended to be used as a permanent
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PLAN AMENDED IN LTD 28.5.91

[illegible]



REGISTERED SH 4-4-1991

888-7770
INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT, 1919.
Lengths are in metres

Plan DP807341

PART ONE
Subdivision of Lots 51, 52 and 53
Deposited Plan 775297
Covered by Council
Clerk's Certificate No. 9145
of 22nd August 1990
(Page 1 of 5 pages)

Full Name and Address of
the Proprietors of the
land.

1. Identity of Easement
or Restriction Firstly
referred to in
above-mentioned plan.
Right of Carriageway, Easement
to drain water and Easement
for Services A K B C D

Lot Burdened
59 /
Schedule of Lots, etc. Affected
Lots Benefited
56, 57, & 58 /

2. Identity of Easement or
Restriction Secondly
referred to in above-
mentioned plan.
Right of Carriageway, Easement to
drain water and Easement for
Services C B K J3 K3 A1 P3 G3 K3
V O E /

Lot Burdened
57 /
Schedule of Lots, etc. Affected.
Lot Benefited
56, 58 & 59

3. Identity of Easement or
Restriction Thirdly
referred to in above-
mentioned plan.
Right of Carriageway, Easement to
drain water and Easement for
Services E O V H3 G3 F3 B1 E3 D3
C3 B3 A3 L3

Lot Burdened
58 /
Schedule of Lots, etc. Affected.
Lots and/or Authority Benefited
56, 57 & 59 /

4. Identity of Easement or
Restriction Fourthly
referred to in above-
mentioned plan.
Right of Carriageway, Easement to
drain water and Easement for
Services L3 A3 B3 C3 D3 S W J G P
H1 J1

Schedule of Lots, etc. Affected.

Lot Burdened
56 /
Lots Benefited
57, 58 & 59 /

5. Identity of Easement or
Restriction Fifthly
referred to in above-
mentioned plan.
Easement to drain water 2.0 wide
WARRINGDAH SHIRE COUNCIL
SHIRE CLERK

AMENDMENTS AND/OR ADDITIONS MADE ON
PLAN IN THE LAND TITLES OFFICE

10 20 30 40 50 60 70 Table of mm 110 120 130 140

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT, 1919.
Lengths are in metres

Plan DP807341

Subdivision of Lot 51, 52 & 53
Deposited Plan 775297,
(Page 2 of 5 pages)
Schedule of Lots, etc. Affected.

5. Contd. Part One (Contd)
Lot and/or Authority Benefited
The Council of the Shire of
Warringham

6. Identity of Easement or
Restriction Sixthly
referred to in
above-mentioned plan.
Easement for Support W T S E3
H1 C1 F1 K1 L1 M1 D1 Z

Schedule of Lots, etc. Affected

Lots Burdened
56 /
Lot and/or Authority Benefited
57, 58 & 59
56, 57 & 59

7. Identity of Easement or
Restriction Seventhly
referred to in
above-mentioned plan.
Right of Footway and Easement
to drain water 2 wide

Lot Burdened
56 /
Schedule of Lots, etc. Affected
Lot Benefited
57

8. Identity of Easement or
Restriction Eighthly
referred to in
above-mentioned plan.
Restriction on use /

Schedule of Lots, etc. Affected

Lots Burdened
56, 57, 58 & 59 /
Lot and/or Authority Benefited
The Council of the Shire of
Warringham

9. Identity of Easement
or Restriction Ninthly
referred to in
above-mentioned plan.
Easement for services
variable width
Lot Benefited
56, 57 & 58

1 to 4
TERMS OF EASEMENT FIRSTLY TO FOURTHLY REFERRED TO IN
ABOVE-MENTIONED PLAN.

Right of Carriageway and easement to drain water
within the meaning in the Conveyancing Act together with
easement for services giving full and free right for every
person who is at any time entitled to an estate or interest
in possession in the land herein indicated as the dominant
tenement or any part thereof with which the right shall be
capable of enjoyment and every person authorised by him
from time to time to conduct electricity water gas

WARRINGDAH SHIRE COUNCIL
SHIRE CLERK

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.
Lengths are in metres
PLAN DP007341
Subdivision of Lot 51, 52 & 53
Deposited Plan 775297.

(Page 3 of 5 pages)

(1 to 4 cont'd) Part One (Contd.)
Telephone and television services across or through or under the land herein indicated as the servient tenement together with the right to use for the purposes of the easement any line of pipes or cables already laid within the servient tenement or any other line of pipes or cables at any time within the servient tenement used or to be used for the purpose of conducting electricity water gas telephone or television services and where no such line of pipes or cables exist to lay place and maintain a line of pipes or cables of sufficient diameter beneath the surface of the servient tenement (provided always that overhead electrically cables may together with necessary support poles be installed above the ground provided such installation does not prevent or unduly interfere with access over the servient tenement) and together with the right for grantee and every person authorised by him with any tools implements or machinery necessary for the purpose to enter upon the servient tenement and to remain there for any reasonable time for the purpose of installing laying inspecting cleansing repairing maintaining or renewing such pipes or cables or of any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

6. TERMS OF EASEMENT SIXTHLY REFERRED TO IN ABOVEMENTIONED PLAN

Full and free right and liberty for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by him at all times to have that part of the driveway adjacent to this easement for support, supported by the soil of the land burdened and any batter embankment and/or wall (whether constructed or to be constructed) on the land burdened together with the right to use for the purposes of the easement any batter embankment and/or wall already constructed on the land burdened for the purposes of giving such support or any batter embankment and/or wall in replacement or substitution thereof or for any of them and where no such batter embankment and/or wall exists to construct place and maintain a batter embankment and/or wall of sufficient size in or upon the burdened land and together with the right for the grantee and every person authorised by the grantee with any tools implements or machinery necessary for the purpose to enter upon the burdened land and to remain there for any reasonable time for the purpose of constructing inspecting repairing maintaining or renewing such batter embankment and/or wall or any part thereof and for any of the aforesaid purposes to open the soil of the burdened land to such extent as may be necessary provided that the grantee and persons authorised by the grantee will take all reasonable precautions to ensure as little damage as possible to the burdened land.

WARRINGAH SHIRE COUNCIL
SHIRE CLERK

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.
Lengths are in metres
PLAN DP007341
Subdivision of Lot 51, 52 & 53
Deposited Plan 775297.

(Page 4 of 5 pages)

8. TERMS OF RESTRICTION ON USE EIGHTHLY REFERRED TO IN ABOVEMENTIONED PLAN

No fence shall be erected along common boundaries of the access strips.

9. TERMS OF EASEMENT NINTHELY REFERRED TO IN ABOVEMENTIONED PLAN

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by him from time to time to conduct electricity water gas telephone and television services under the land herein indicated as the servient tenement together with the right to use for the purposes of the easement any line of pipes or cables already laid within the servient tenement or other line of pipes or cables at any time within the servient tenement used or to be used for the purpose of conducting electricity water gas telephone or television services and where no such line of pipes or cables exist to lay place and maintain a line of pipes or cables of sufficient diameter beneath the surface of the servient tenement and together with the right for grantee and every person authorised by him with any tools implements or machinery necessary for the purpose to enter upon the servient tenement and to remain there for any reasonable time for the purpose of installing laying inspecting cleansing repairing maintaining or renewing such pipes or cables or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

The Person or Persons and/or Authority having the right to release, vary, modify the Restrictions and Easements referred to herein:

- (a) Easement or restriction firstly referred to in abovementioned plan. The registered proprietor or proprietors for the time being of the lots benefited and the Council of the Shire of Warringah.

- (b) Easement or restriction eighthly referred to in abovementioned plan. The Council of the Shire of Warringah.

REGISTERED SH 44-1991

WARRINGAH SHIRE COUNCIL
SHIRE CLERK

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

10 20 30 40 50 60 70 Table of mm 110 120 130 140

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3

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

Plan DP807341

Lengths are in metres

Subdivision of Lot 51, 52, & 53
 Deposited Plan 775297 covered by
 Council Clerk's Certificate
 No. 9145 of 22nd August 1990
 (Page 5 of 5 pages)

SIGNED in my presence by

Signature of Witness

Name of Witness (BLOCK LETTERS)

Qualification of Witness

Approved by the Council of the Shire
 of Warrington.

WARRINGTON SHIRE COUNCIL
 Clerk

Legal proceedings by the State Attorney-General and NEW ZEALAND BANKING GROUP LIMITED
 Grant of Sydney by its Attorney

GRAHAM WILLIAM HOWARD HOSSON
 who is personally known to me
 the undersigned, a Justice of the Peace for the County of Warrington, do hereby certify that the document is
 a true and correct copy of the original as shown to me by the said GRAHAM WILLIAM HOWARD HOSSON
 and that the said document is a true and correct copy of the original as shown to me by the said GRAHAM WILLIAM HOWARD HOSSON
 and that the said document is a true and correct copy of the original as shown to me by the said GRAHAM WILLIAM HOWARD HOSSON

REGISTERED SH 4-1991

AMENDMENTS AND/OR ADDITIONS MADE ON
 PLAN IN THE LAND TITLES OFFICE

10 20 30 40 50 60 70 Table of mm 110 120 130 140

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[illegible]

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

Page 1 of 2 pages

PART ONE

Showing Right of Cartilageway
over Lot 56 D.P. 807341

Craig Mathew ERSKINE-SMITH
Suite 1/2 Waters Road,
NEUTRAL BAY NSW 2089.

Right of Carriageway
4.5 wide.

Schedule of lots, etc. affected

Lots benefited

PART TWO

1. TERMS OF BASEMENT FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN.
Right of Carriageway within the meaning of the Conveyancing
Act, 1919, as amended.

SIGNED In my presence by

.....
Signature of Witness

NAME OF WITNESS (block letters)

.....SOLICITOR
Qualification of Witness

16 Dock Road.....

Address of Witness
Bicknigh Rd. N.W. 2041

SP. G. T. E. S. E. C.

Book 1577

DISCLOSED

5/7/21

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

SIGNED in my presence by

Signature of Witness

Name of Witness (block letters)

Qualification of Witness

THE BANK
 212 HILLMAN RD NEWTON 33801
 Address of Witness

Signed and Endorsed by the auid AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Bank of Sydney by its Attorney
WONGPOKATUNG AID Bank AVE & A BANK
ACN 005 541 528

JAN TREMPER

REGIONAL MANAGER
 ROBERT LESLIE WILLIAMS
 DIRECTOR OF THE POLICE
 AUSTRALIA AND NEW ZEALAND DIVISION GROUP LIMITED
 NEW SOUTH WALES

MEDICAL MISSION

ARCAD DIVERSO GROUP LIMITED

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Date Printed: 09 May 2011

Certificate Number: PLC2011/2020



Applicant Reference: Shane Broekman

Receipt Number: 100125223

Smart & Mckenzie Real Estate
2 Russell Avenue
FRENCHS FOREST NSW 2086

Property Address: 70E Iris Street~BEACON HILL NSW 2100

Legal Description: Lot 60 DP 877980

Property ID: 149661

1. Names of relevant planning instruments and DCPs.
- 1.1 The name of each environmental planning instrument that applies to the carrying out of development on the land.

Warringah Local Environmental Plan 2000

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

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

Draft State Environmental Planning Policy (Competition) 2010

Draft Warringah Local Environmental Plan 2009

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

Warringah Development Control Plan, and

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

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

2. Zoning and land use under relevant LEPs

- 2.1 Zoning and land use under WLEP 2000

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

B1 Frenchs Forest East

A Medium Density Area:

No

A Local Retail Centre:

No

A Crossed Hatched Area:



No

Public Open Space:

No

A Local Public Open Space Reservation:

No

A Regional Public Open Space Reservation:

No

An Arterial Road Reservation:

No

A Heritage Conservation Area:

Refer Locality Statement (attached)

An Archaeological Site:

No

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

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

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

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

Clause 10 of WLEP 2000 provides that the following development is prohibited:-

- (i) development identified as being prohibited within a Locality Statement, and**
- (ii) signs of the type listed in Schedule 4 (Prohibited Signs).**

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

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

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

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

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

Refer Locality Statement (attached)

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

Refer Locality Statement (attached)

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

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

Draft LEP - Land zoned R2 Low Density Residential

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



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

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

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

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

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

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

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

No

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

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

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

No

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

No

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

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

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

4A. Information relating to beaches and coasts



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

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

No

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

No

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

Not Applicable

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

No

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

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

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

No

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

No

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

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

No

(b) any environmental planning instrument

No

(c) any resolution of Council.

No

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

Bushfire Prone Land

7A. Flood related development controls information

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



No

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

No

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

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

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

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

Warringah Section 94 Development Contributions Plan 2001 and Warringah Section 94A Development Contributions Plan 2008 (adopted 10 June 2008). Please contact Council's Planning and Assessment Counter for more information.

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

No

11. *Bush Fire Prone Land*

Yes

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

No

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

No

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

No

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

No

For what period is the certificate current?

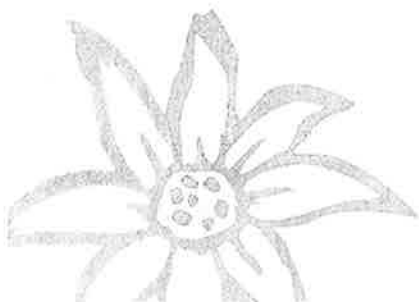
not applicable

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

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

No

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





No

For what period is the certificate current?

not applicable

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

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

No

For what period is the certificate current?

Not Applicable

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

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

No

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

(a) *that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,*

No

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

No

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

No

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

No

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

No

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

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

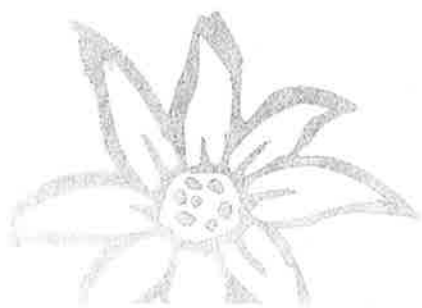
The NSW Infrastructure Co-ordinator General has issued an order under Section 23 and an authorisation under Section 24 for the carrying out of development on the sites tabled below. The order and authorisation may exempt these projects from complying with certain development control legislation.

Address	Legal Description	Property Name	Date Issued	Description of Project
Lot 741/ Alfred Street, Narraweena	Lot 742 DP 752038	Narraweena Public School	22 July 2009	A multi-purpose hall and covered outdoor learning area and associated site works.
Lot 2593/ Bundaleer Street, Belrose	Part Lot 2593 DP 752038	Yanginanook School, Belrose	7 September 2009	Extension of the gymnasium to provide a stage, store, toilets, covered area, ramps and associated site works, removal of two trees and landscaping.
6-8 Wyatt Avenue, Belrose	Lot 1 DP 601101	John Colet School	24 September 2009	Construction of a covered outdoor learning area, covered walkway and associated works.



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

1 Dreadnought Road, Oxford Falls	Lot 10 DP 810343	St Pius X College	8 October 2009	Construction of a multi-purpose hall and associated works.
33 and 35 Myoora Road, Terrey Hills	Lot 1 DP 1132710 and Lot 59 DP 752017	German International School Sydney	12 October 2009	Subdivision of the land, construction of a single storey library building and single storey classroom building, construction of a sports field, extension of an existing internal driveway and a new exit to Myoora Road, and associated works comprising excavation, earthworks, drainage, ramps, pathways, tree removal and landscaping.
220 Forest Way, Belrose	Lot 1973 DP 752038	Kamaroi Rudolf Steiner School	7 October 2009	Extension to an existing school building comprising a hall/ auditorium, classrooms, amenities, canteen and store rooms, landscaping, pathways, replacement of a roof and associated works.
2-8 Old Pittwater Road, Brookvale	Lot B DP 311452, Lot 1 DP 918786, Lot 2 DP 208793, Lot 1 DP 229795, Lot 14 DP 5876, Lot 1 DP 209019, Lot 13 DP 5876, Lot 17 DP 3674, Lot 1 DP 365898, Lot 15 DP 5876, Lot 2 DP 209019 Lot 1 DP 947905	Brookvale Public School	17 November 2009	Construction of a new library building and internal alterations to two (2) existing buildings, including the demolition of an existing metal clad classroom, relocation of play equipment, erection of a new shade structure, removal of existing areas of hard stand, and associated works.
For further details please contact the Nation Building and Jobs Plan Taskforce on telephone No. 9926 2520				





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) *In respect of landslip Council provides the following:-*
No
(b) *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):-*
No
(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. A copy of the Guidelines are contained in Schedule 13 of WLEP 2000.*
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



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

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 Frenchs Creek and Burnt Bridge Creek, and properties in the vicinity of Dee Why Central Business District and Ryan Place Beacon Hill, may be flood affected. Council's Natural Environment Division 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.

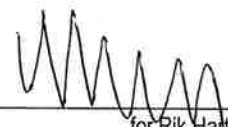


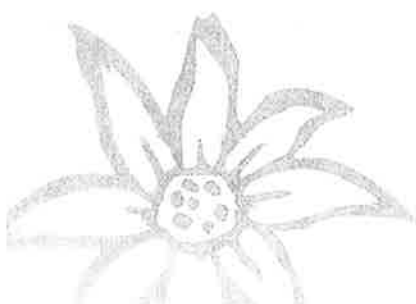


**Section 149 (2&5) Environmental Planning and
Assessment Act, 1979 (As Amended)**

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





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

ATTACHMENT 'A'

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

Clause 1.1 of the Section 149(2) Certificate

SYDNEY REGIONAL ENVIRONMENTAL PLAN (Sydney Harbour Catchment) 2005 – Gazetted: 28.09.2005

The plan aims to establish a balance between promoting a prosperous working harbour, maintaining a healthy and sustainable waterway environment and promoting recreational access to the foreshore and waterways. It establishes planning principles and controls for the catchment as a whole.

STATE ENVIRONMENTAL PLANNING POLICY NO. 30 – Intensive Agriculture – Gazetted 08.12.1989. Amended 20.08.1993, 24.02.1995, 11.06.1999 and 04.08.2000

The SEPP introduces consistency in the control of cattle feed lots and piggeries throughout the State by ensuring development consent is required for all cattle feed lots and specifying the information to accompany such applications and the range of matters the consent authority must consider before granting consent.

STATE ENVIRONMENTAL PLANNING POLICY NO.32 –Urban Consolidation (Redevelopment of Urban Land) – Gazetted 15.11.1991

States the Government's intention to ensure that urban consolidation objectives are met in all urban areas throughout the State. The policy:

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

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

STATE ENVIRONMENTAL PLANNING POLICY NO.50 – Canal Estates – Gazetted 10.11.1997

Bans new canal estates from the date of gazettal, to ensure coastal and aquatic environments are not affected by these developments.

STATE ENVIRONMENTAL PLANNING POLICY NO. 55 – Remediation of Land - Gazetted 28.08.1998

Aims to promote the remediation of contaminated land for the purpose of reducing the risk of harm to human health or any other aspect of the environment. The policy applies to the whole state, to ensure that remediation is permissible development and is always carried out to a high standard. It specifies when consent is required for remediation and lists considerations that are relevant when rezoning land and determining development applications.

STATE ENVIRONMENTAL PLANNING POLICY NO. 62 – Sustainable Aquaculture -Gazetted: 01.10.2000.

The plan aims to encourage sustainable aquaculture throughout New South Wales by:

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

STATE ENVIRONMENTAL PLANNING POLICY NO. 64 – ADVERTISING AND SIGNAGE - Gazetted 16.03.2001

Aims to ensure that outdoor advertising is compatible with the desired amenity and visual character of an area, provides effective communication in suitable locations and is of high quality design and finish. The SEPP was amended in August 2007 to permit and regulate outdoor advertising in transport corridors (e.g. freeways, tollways and rail corridors). The amended SEPP also aims to ensure that public benefits may be derived from advertising along and adjacent to transport corridors. Transport Corridor Outdoor Advertising and Signage Guidelines (DOP July 2007) provides information on design criteria, road safety and public benefit requirements for SEPP 64 development applications.

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

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

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



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

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

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

STATE ENVIRONMENTAL PLANNING POLICY (Building Sustainability Index: BASIX) 2004 - Gazetted 25.06.2004.

The aim of the policy is to encourage sustainable residential development (*the BASIX scheme*), specifically to achieve a reduction in the consumption of water and reduction in energy use leading to less green house gas emissions.

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

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

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

STATE ENVIRONMENTAL PLANNING POLICY (MAJOR PROJECTS) 2005

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

STATE ENVIRONMENTAL PLANNING POLICY (Sydney Region Growth Centres) 2006

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

STATE ENVIRONMENTAL PLANNING POLICY (INFRASTRUCTURE) 2007

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

STATE ENVIRONMENTAL PLANNING POLICY (REPEAL OF CONCURRENCE AND REFERRAL PROVISIONS) 2008

Gazetted: 12.12.2008; Commencement: 15.12.2008. The SEPP aims to improve efficiency in the planning system by removing duplicative or unnecessary requirements in environmental planning instruments (EPIs) to consult with State agencies (government departments) on planning decisions.

STATE ENVIRONMENTAL PLANNING POLICY (EXEMPT AND COMPLYING DEVELOPMENT CODES) 2008

Gazetted: 12.12.2008 – Commenced 27.02.2009

Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, types of complying development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

STATE ENVIRONMENTAL PLANNING POLICY (AFFORDABLE RENTAL HOUSING) 2009

Published: 31.07.2009; Commencement 31.07.2009. The policy aims to better encourage home owners, social housing providers and developers to invest and create new affordable rental housing to meet the needs of our growing population and existing residents.

Appendix B Narrabeen Lagoon Catchment Locality Statements

LOCALITY B1 FRENCHS FOREST EAST

DESIRED FUTURE CHARACTER

The Frenchs Forest East locality will remain characterised by detached style housing in landscaped settings interspersed by a range of complementary and compatible uses.

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

The relationship of the locality to the surrounding bushland will be reinforced by protecting and enhancing the spread of indigenous tree canopy and preserving the natural landscape including rock outcrops, remnant bushland and natural watercourses.

The use of materials that blend with the colours and textures of the natural landscape will be encouraged. Development on hillsides or in the vicinity of ridgetops must integrate with the natural landscape and topography.

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

LAND USE

Category One

Development for the purpose of the following except within local retail centres:

- Housing

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

- business premises
- health consulting rooms
- housing (not on ground floor)

- housing for older people or people with disabilities (not on ground floor)
- medical centres
- offices
- restaurants
- shops

Note. With the exception of health consulting rooms, housing and housing for older people or people with disabilities, these uses are Category 3 uses in the remainder of the locality.

Category Two

Development for the purpose of the following:

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

Category Three

Development for the purpose of the following:

- agriculture
- animal boarding or training establishments
- bulky goods shops
- entertainment facilities
- hire establishments
- hotels
- industries
- motor showrooms
- recreation facilities
- registered clubs
- retail plant nurseries
- service stations
- short term accommodation

- vehicle repair stations
- warehouses

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

PROHIBITED DEVELOPMENT

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

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

Canal estate development is also prohibited within the locality.

BUILT FORM

Housing density

The maximum housing density is 1 dwelling per 600m² of site area (which does not include the area of any access corridor, whether such access corridor is to be created or is in existence at the time of application for development consent).

To measure housing density:

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

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

This control does not apply:

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

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

Building height

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

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

Front building setback

Development is to maintain a minimum front building setback.

The minimum front setback is 6.5 metres.

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

However, consent may be granted to development that will contravene the minimum front setback:

- on corner blocks or blocks with double street frontage, the front building setback may be reduced to a minimum of 3.5 metres for the secondary frontage, but secondary street setback variations must consider the character of the secondary street and the predominant setbacks existing to that street, or

- on allotments constrained by the location and use of existing buildings or the topography, for the provision of carparking.

Rear building setback

The minimum rear building setback is 6 metres.

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

To measure the rear building setback:

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

The rear building setback does not apply to corner allotments.

The rear building setback may be encroached by:

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

Side boundary envelope and side setback

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

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

To measure the side boundary envelope and side setback:

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

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

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

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

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

Landscaped open space

The minimum area of landscaped open space is 40 per cent of the site area.

To measure an area of landscaped open space:

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

COMPLYING DEVELOPMENT

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

Column A

Column B

Development for the purpose of:

Single storey detached houses, being:

- construction of new single storey houses.
- alterations to single storey houses.
- additions to single storey houses.
- construction of carports, garages and outbuildings associated with a dwelling.

As described in Schedule 12 – Part A

Attached houses and apartment buildings, being:

- internal alterations to attached houses and apartment buildings (excluding balcony enclosures and other devices which are externally visible).
- construction of garages associated with these residential buildings.
- outbuildings associated with these residential buildings.

As described in Schedule 12 – Part A

Swimming pools

As described in Schedule 12 – Part B

Business uses, offices and shops, being:

- a different use resulting from change of use from one type of approved business, office or shop use to another type of business, office or shop use.
- internal alterations to business premises, offices and shops.

As described in Schedule 12 – Part D

HERITAGE ITEMS

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

- 15 Adams Street, Frenchs Forest
- Betty Maloney Garden, 18 Hurdis Avenue, Frenchs Forest

Note – Anomaly within the B1 – Frenchs Forest East Locality Statement

Please note that it has come to the attention of Council staff that there is an anomaly within the B1 – Frenchs Forest East Locality Statement.

The property at 2 Wareham Crescent, Frenchs Forest, is located within the B1 – Frenchs Forest East locality and is an item of local heritage significance. However the property has not been identified as a Heritage Item in the B1 – Frenchs Forest East Locality Statement. Rather, the property has been identified on the list of Heritage Items in the C1 – Middle Harbour Suburbs Locality Statement.

The property has been identified as a Heritage Item on the gazetted map which accompanies Warringah Local Environmental Plan 2000. Accordingly the heritage status of this item is not diminished by this anomaly.

We apologise for any inconvenience. If you have any queries in relation to this matter please contact Council's Strategic Planning team on (02) 9942 2111.

Yours faithfully,

David Kerr
Manager Strategic Planning

Public Exhibition Draft

Extracts from Warringah Local Environmental Plan 2009

Part 2 - Land Use Table

Permitted and Prohibited Development

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

Zone R2 Low Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provides facilities or services to meet the day to day needs of residents.
- To ensure that low density residential environments are characterised by landscaped settings that are harmonious with the natural environment of Warringah.

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

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

4 Prohibited

Any development not specified in item 2 or 3

Public Exhibition Draft

Extracts from Warringah Local Environmental Plan 2009

Part 2

Permitted and Prohibited Development

2.5 Additional permitted uses for particular land [compulsory]

- (1) Development on particular land that is described or referred to in Schedule 1 may be carried out:
 - (a) with consent, or
 - (b) if the Schedule so provides--without consent, in accordance with the conditions (if any) specified in that Schedule in relation to that development.
- (2) This clause has effect despite anything to the contrary in the Land Use Table or other provision of this Plan.

2.6 Subdivision--consent requirements [compulsory]

- (1) Land to which this Plan applies may be subdivided, but only with consent.
- (2) However, consent is not required for a subdivision for the purpose only of any one or more of the following:
 - (a) widening a public road,
 - (b) a minor realignment of boundaries that does not create:
 - (i) additional lots or the opportunity for additional dwellings, or
 - (ii) lots that are smaller than the minimum size shown on the Lot Size Map in relation to the land concerned,
 - (c) a consolidation of lots that does not create additional lots or the opportunity for additional dwellings,
 - (d) rectifying an encroachment on a lot,
 - (e) creating a public reserve,
 - (f) excising from a lot land that is, or is intended to be, used for public purposes, including drainage purposes, rural fire brigade or other emergency service purposes or public toilets.

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

2.6A Demolition requires consent [local]

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

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

2.6B Temporary use of land [local]

- (1) The objective of this clause is to provide for the temporary use of land if the use does not compromise future development of the land, or have detrimental economic, social, amenity or environmental effects on the land.
- (2) Despite any other provision of this Plan, development consent may be granted for development on land in any zone for a temporary purpose for a maximum period of 28 days (whether or not consecutive days) in any period of 12 months.
- (3) Development consent must not be granted unless the consent authority is satisfied that:
 - (a) the temporary use will not prejudice the subsequent carrying out of development on the land in accordance with this Plan and any other applicable environmental planning instrument, and
 - (b) the temporary use will not adversely impact on any adjoining land or the amenity of the neighbourhood, and
 - (c) the temporary use and location of any structures related to the use will not adversely impact on environmental attributes or features of the land, or increase the risk of natural hazards that may affect the land, and
 - (d) at the end of the temporary use period the site will, as far as is practicable, be restored to the condition in which it was before the commencement of the use.

Schedule 1 Additional permitted uses

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

- (1) This clause applies to land at Hotel, No 8 Aperta Place, Beacon Hill, being Lot 7, DP 236335.
- (2) Development for the purposes of 1 dwelling house is permitted with consent (provided that the design and construction of the development has regard to the topography, potential slip and sensitive visual character of the land as well as potential loss of views to adjoining or nearby properties.)

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

- (1) This clause applies to so much of the land at Warringah Gravel and Stone Pty Ltd, Challenger Drive, Belrose, shown as "Area 8" on the Additional Permitted Uses Map, that is covered by Licence Number L308608 (issued by the Department of Lands).
- (2) Development for the purposes of extractive industries, recreation facilities (indoor) or recreation facilities (outdoor) is permitted with consent.

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

- (1) This clause applies to land at Hotel, 5 Hews Parade, Belrose, being Lot 6, DP 834036.
- (2) Development for the purposes of pubs is permitted with consent.

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

- (1) This clause applies to land at the intersection of Mona Vale Road and Forest Way, Belrose, shown as "Area 2" on the Additional Permitted Uses Map.
- (2) Development for the purposes of bulky goods premises, business premises (with a gross floor area not exceeding 2,500m²), function centres, hotel or motel accommodation (that incorporates function centres), pubs (that incorporate function centres), retail premises (with a gross floor area not exceeding 2,500m²) is permitted with consent.

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

- (1) This clause applies to land in the vicinity of Pittwater Road and Roger Street, Brookvale, shown as "Area 9" on the Additional Permitted Uses Map.
- (2) Development for the purposes of office premises or retail premises is permitted with consent.

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

- (1) This clause applies to land at No 2 Anderson Place, Cottage Point, being Lot 23, DP 819003.
- (2) Development for the purposes of restaurants is permitted with consent.

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

- (1) This clause applies to land at Ku-ring-gai Motor Yacht Club, Cottage Point, being Lot 1, DP 930591, Lot 1, DP 922754, Lot 3, DP 929708 and Lot 4, DP 929708.
- (2) Development for the purposes of registered clubs, neighbourhood shops or boat hire premises is permitted with consent.

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

- (1) This clause applies to land at Time and Tide Hotel, 30 Campbell Ave, Cromer, being Lot 1, DP 227969.
- (2) Development for the purposes of pubs is permitted with consent.

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

- (1) This clause applies to land at Dee Why RSL Club, Pittwater Road, Dee Why, being Lot 1, DP 706230.
- (2) Development for the purposes of registered clubs or recreational facilities (indoor) is permitted with consent.

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

- (1) This clause applies to land at Forestville RSL, Melwood Ave, Forestville, being Lot 2589, DP 752038 and Lot 31, DP 366454.
- (2) Development for the purposes of registered clubs is permitted with consent.

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

- (1) This clause applies to land in the vicinity of Ashworth and Haigh Avenues, Belrose and land in the vicinity of McBrien Place and John Oxley Drive, Frenchs Forest, shown as "Area 5", "Area 6" or "Area 7" on the Additional Permitted Uses Map.
- (2) Development for the purposes of 1 dwelling house on each lot is permitted with consent (provided that each dwelling is constructed having regard to the constraints, potential instability, visual sensitivity and impact on the water quality of Middle Harbour.)

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

- (1) This clause applies to at Christian City Church, Wakehurst Parkway, Frenchs Forest, being Lot 1, DP 863123.
- (2) Development for the purposes of places of public worship is permitted with consent.

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

- (1) This clause applies to land at Hotel, 39 Frenchs Forest Road East, Frenchs Forest, Lot X, DP 405206.
- (2) Development for the purposes of pubs is permitted with consent.

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

- (1) This clause applies to land at Harbord Diggers Club, Lumsdaine Drive, Harbord, being Lot 125, DP 1102154 and Lot 2548, DP 752038.
- (2) Development for the purposes of registered clubs, recreation facilities (indoor) or recreation facilities (outdoor) is permitted with consent.

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

- (1) This clause applies to land at Harbord Hotel, 29 Moore Road, Harbord, Lots 1 to 5, Sec 1, DP 7022 and Lot 13, Sec 1, DP 7022.
- (2) Development for the purposes of pubs is permitted with consent.

16 Use of certain land at 80 Undercliff Rd, Harbord

- (1) This clause applies to land at 80 Undercliff Rd, Harbord, being Lot B, DP 329073.
- (2) Development for the purposes of restaurants is permitted with consent.

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

- (1) This clause applies to land at Hotel, 1260 Pittwater Road, Narrabeen, being Lot 1, DP 746653.
- (2) Development for the purposes of pubs is permitted with consent.

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

- (1) This clause applies to land at the intersection of Warringah Road and Cook Street, Forestville and land on Pittwater Road, North Manly, shown as "Area 3" or "Area 4" on the Additional Permitted Uses Map.
- (2) Development for the purposes of industrial retail outlet, service stations, timber and building supplies, vehicle body repair workshops, vehicle repair stations or wholesale supplies is permitted with consent.

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

- (1) This clause applies to land at Tavern, 2 Aumuna Road, Terrey Hills, being Lot 6, DP 739456.
- (2) Development for the purposes of pubs is permitted with consent.

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

- (1) This clause applies to land in the vicinity of Mona Vale and Myoora Roads, Terrey Hills, shown as "Area 1" on the Additional Permitted Uses Map.
- (2) Development for the purposes of educational establishments, hospitals, places of public worship, recreation facilities (indoor), registered clubs, restaurants or hotel or motel accommodation is permitted with consent.

WARNING SWIMMING POOLS

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

WARNING SMOKE ALARMS

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

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 - (b) if the property is sold by public auction; or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in; or
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4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	a bank as defined in the Banking Act 1959, the Reserve Bank or a State bank;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i>);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in section 4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and drawn on its own funds by - <ul style="list-style-type: none"> ● a <i>bank</i>; or ● a building society, credit union or other FCA institution as defined in Cheques Act 1986; that carries on business in Australia; or if authorised in writing by the vendor or the vendor's <i>solicitor</i> , some other <i>cheque</i> ;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>terminate</i>	terminate this contract for breach;
<i>vendor duty</i>	vendor duty imposed under Chapter 4 of the Duties Act 1997;
<i>within</i>	in relation to a period, at any time before or during the period;
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road.

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit only by unconditionally giving cash (up to \$2,000) or a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 and 3 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 and 3 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, credit union or permanent building society, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Payment of vendor duty out of the deposit

- 3.1 This clause applies only if this contract says the deposit can be used to pay vendor duty.
- 3.2 If the amount held by the *depositholder* (disregarding the value of any bond or guarantee) exceeds the amount of *vendor duty*, the *parties* direct the *depositholder* to release the amount of *vendor duty* on the following terms -
- 3.2.1 the *depositholder* is to draw a *cheque* ("the vendor duty cheque") in favour of the Office of State Revenue and in a form acceptable to the Office of State Revenue for payment of *vendor duty*;
- 3.2.2 the *depositholder* is not to draw that *cheque* earlier than 14 days before the completion date; and
- 3.2.3 the receipt of a letter from the vendor's *solicitor* requesting the vendor duty cheque will be sufficient authority for the *depositholder* to draw and release that cheque.
- 3.3 The vendor's *solicitor* will use the vendor duty cheque for the sole purpose of payment of the *vendor duty* relating to this transaction.
- 3.4 If this contract is not completed in circumstances that there is, or may be, no liability for *vendor duty* -
- 3.4.1 if the vendor duty cheque has been forwarded to the vendor's *solicitor* but has not been used to pay *vendor duty*, that cheque must be returned immediately to the *depositholder* for cancellation;
- 3.4.2 if the vendor duty cheque has been used to pay *vendor duty* -
- the amount of *vendor duty* is repayable upon demand;
 - the vendor must lodge an application for refund of *vendor duty*; and
 - the vendor irrevocably authorises the Office of State Revenue to pay to the *depositholder* the refund of *vendor duty*;
- 3.4.3 each *party* must do whatever else is necessary to ensure that the *party* whose funds were used to pay *vendor duty* receives the refund; and
- 3.4.4 rights under this clause continue even if the contract has been *rescinded* or *terminated*.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* the form of transfer at least 14 days before the completion date.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 4.5 If this sale is exempt from *vendor duty* -
- 4.5.1 the vendor can (but does not have to) *serve* an application for exemption from *vendor duty* in the form satisfactory to the Office of State Revenue *within* 7 days after the contract date;
- 4.5.2 if that application is attached to this contract or has been provided to the purchaser before the contract date, the application is *served* on the contract date; and
- 4.5.3 if the vendor complies with clause 4.5.1 -
- the purchaser must have the form of transfer marked by the Office of State Revenue in relation to *vendor duty* before *serving* the form of transfer; and
 - on completion the vendor must pay to the purchaser \$33.

5 Requisitions

- If the purchaser is or becomes entitled to make a *requisition*, the purchaser can make it only by *serving* it -
- 5.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.3 in any other case - *within* a reasonable time.

6 Error or misdescription

- 6.1 The purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's right to rescind

The vendor can *rescind* if -

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

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

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

9 Purchaser's default

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

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

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause-

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either -

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover -

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of -

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;

10.1.6 a condition, exception, reservation or restriction in a Crown grant;

10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;

10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or

10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage or writ).

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

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

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant -
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for -
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act*.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment, pay an expense of another party or pay an amount payable by or to a third party (for example, under clauses 14 or 20.7) -
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the amount; but
 - 13.3.2 if this contract says this sale is a taxable supply, and payment would entitle the *party* to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern -
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the completion date, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows:
 - if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the parties agree that the margin scheme is to apply to the sale of the property.
- 13.7 If this contract says the sale is not a taxable supply -
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of -
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if -
- 13.8.1 this sale is not a taxable supply in full; or
 - 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent -
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
 - 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must adjust land tax for the year current at the *adjustment date* -
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year -
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so -
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Completion date

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

16 Completion**• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.
- 16.6 If the purchaser *serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque*, the price (less any deposit paid) and any other amount payable by the purchaser under this contract (less any amount payable by the vendor to the purchaser under this contract).
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• Place for completion

- 16.11 *Normally*, the *parties* must complete at the completion address, which is -
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if -

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

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

18 Possession before completion

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

18.2 The purchaser must not before completion -

- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion -

- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

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

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

- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate mentioned in Schedule J of the Supreme Court Rules 1970.

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

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

19 Rescission of contract

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

- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

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

- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is -

- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by fax to the *party's solicitor*, unless it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

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

- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

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

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

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

20.11 A reference to any *legislation* includes a reference to any corresponding later *legislation*.

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

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

20.14 The details and information provided in this contract (for example, on page 1) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clause 2 (deposit).
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract -
- 'change', in relation to a scheme, means -
 - a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 'common property' includes association property for the scheme or any higher scheme;
 - 'contribution' includes an amount payable under a by-law;
 - 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 'the *property*' includes any interest in common property for the scheme associated with the lot;
 - 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are normal expenses, due to fair wear and tear, disclosed in this contract or covered by moneys held in the sinking fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- 23.5 The *parties* must adjust under clause 14.1 -
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract -
- 23.6.1 the vendor is liable for it if it was levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
 - 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
 - 23.6.3 the purchaser is liable for all other contributions levied after the *contract date*.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of -
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
 - 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
 - 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if -
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
 - 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme -
 - a proportional unit entitlement for the lot is not disclosed in this contract; or
 - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; or
 - 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* a certificate under section 109 Strata Schemes Management Act 1996 or section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the completion date.

- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision.
- 23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.17 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- 23.18 If a general meeting of the owners corporation is convened before completion -
- 23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.18.2 the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* -
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion -
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if -
- any of Parts 2 to 7 of the Retail Leases Act 1994 applies to the tenancy, unless this contract discloses that the tenancy commenced on or after 1 August 1994;
 - a disclosure statement required by the Act was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Act.
- 24.4 If the *property* is subject to a tenancy on completion -
- 24.4.1 the vendor must allow or transfer -
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose;
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose; and
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser -
- a proper notice of the transfer addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given to the tenant under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 24.5 Rights under this clause continue after completion, whether or not other rights continue.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) -
 25.1.1 is under qualified, limited or old system title; or
 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document -
 25.4.1 shows its date, general nature, names of parties and any registration number; and
 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title -
 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 25.5.3 *normally*, need not include a Crown grant; and
 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title -
 25.6.1 in this contract 'transfer' means conveyance;
 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title -
 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar General of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.
- 27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused -
 27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*;
 or
 27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.
- 27.7 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The completion date becomes the later of the completion date and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

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

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening -
 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party serves* notice of the refusal;
 29.7.3 the completion date becomes the later of the completion date and 21 days after the earliest of -
 • either *party serving* notice of the event happening;
 • every *party* who has the benefit of the provision *serving* notice waiving the provision;
 • the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening -
 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
 29.8.3 the completion date becomes the later of the completion date and 21 days after either *party serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.