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Contract for the sale of land – 2005 edition

TERM	MEANING OF TERM	
Vendor's agent	**Skyline Real Estate** **3-7/14 Frenchs Forest Road, Frenchs Forest, NSW 2086**	**Phone: 9452 3444** **Fax: 02 9452 4555** **Ref: Stuart Bath**
Co-agent		
Vendor	**Stanley Raymond Harvey and Li Lin** **36 Sunbird Chase, Parrearra, QLD 4575**	
Vendor's Solicitor	**T. H. Walker** **Darley House "The Centre" 1st Floor, Darley Street, Forestville NSW 2087** **DX 21311 Forestville**	**Phone: 02 9453 3044** **Fax: 02 9453 3141** **Ref: TW:120029**
Completion date	**6 weeks after the date of this contract** (clause 15)	
Land (Address, plan details and title reference)	**34 Barnes Road, Frenchs Forest 2086** **Registered Plan: Lot 80 Plan DP846099** **Folio Identifier 80/846099**	
	☐ 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

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

List of Documents

General

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

Strata or community title (clause 23 of the contract)

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

WARNINGS

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

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

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

DISPUTES

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

AUCTIONS

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

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Contract for the sale of land - 2005 edition

TERM	MEANING OF TERM
Vendor's agent	
Co-agent	
Vendor	SEE ANNEXURE
Vendor's solicitor	
Completion date	42nd day after the contract date (clause 15)
Land (Address, plan details and title reference)	
	☐ 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

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)

Vendor duty is payable	☐ NO	☐ yes in full	☐ yes to an extent
Deposit can be used to pay vendor duty	☐ NO	☐ yes	
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

WARNING
SWIMMING POOLS

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

WARNING
SMOKE ALARMS

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

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

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

4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

SPECIAL CONDITIONS

30. Claim for Compensation

Notwithstanding anything to the contrary herein contained the parties hereto expressly agree that any claim for compensation whether under clause 6 or otherwise shall be deemed to be reasonable grounds for the purpose of clause 8 entitling the vendor to rescind.

31. Release of Deposit

Further to clause 2.8, so much of the deposit as exceeds the amount of the agent's commission shall be released for the benefit of the Vendor at the date hereof upon the following terms and conditions:

31.1 The portion of the deposit released may only be used by the Vendor as a deposit on real estate to be purchased by the Vendor.

31.2 Until required the deposit or such part as is to be released shall be retained by the Vendor's agent who shall invest same in accordance with clause 2.9.

32. Completion

32.1 For the purpose of clause 15 the parties acknowledge that fourteen (14) days shall be sufficient notice in any Notice to Complete issued in order to make time the essence of this Contract.

32.2 If completion does not take place on or before the date specified by this contract otherwise than as a result of any default by the Vendor the Purchaser shall pay interest at the rate of 9% per centum per annum on the balance of the purchase price and any other moneys owing pursuant to this Contract from the due date for completion until the date completion actually takes place (but without prejudice to all and any other rights of the Vendor pursuant to this Contract) and it is an essential term of this Contract that such interest be paid on completion. The Purchaser hereby acknowledges that interest at the rate of 9% per centum per annum represents a genuine pre-estimate of the liquated damages likely to be suffered by the Vendor as a result of completion not taking place within the time specified by this Contract.

33. Requisitions on Title

The purchaser acknowledges that the only form of general requisitions on title that the purchaser is entitled to raise pursuant to clause 5 shall be in the form attached.

SIGNED by Vendor ..... SIGNED by Purchaser .....

In the presence of: ..... In the presence of: .....

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. (a) What are the nature and provisions of any tenancy or occupancy?
   (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
   (c) Please specify any existing breaches.
   (d) All rent should be paid up to or beyond the date of completion.
   (e) Please provide details of any bond together with the Rental Bond Board's reference number.
   (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
   (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
   (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

Title

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

Adjustments

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

Survey and building

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

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

Affectations

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

Capacity

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

Requisitions and transfer

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

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

Title Search

LEAP Searching
An Approved LPI NSW
Information Broker

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 80/846099

SEARCH DATE	TIME	EDITION NO	DATE
12/1/2012	10:20 AM	2	11/7/1995

LAND

LOT 80 IN DEPOSITED PLAN 846099
AT FRENCHS FOREST
LOCAL GOVERNMENT AREA WARRINGAH
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP846099

FIRST SCHEDULE

STANLEY RAYMOND HARVEY
LI LIN
AS JOINT TENANTS (T O373440)

SECOND SCHEDULE (10 NOTIFICATIONS)

1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
2 J996647 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
3 EASEMENT(S) APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM CREATED BY:
DP813952 EASEMENT TO DRAIN WATER 2 WIDE
4 DP813952 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART SHOWN IN THE TITLE DIAGRAM
5 DP828266 RESTRICTION(S) ON THE USE OF LAND
6 EASEMENT(S) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM CREATED BY:
DP828266 RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 6 WIDE
DP828266 EASEMENT TO DRAIN WATER 2 WIDE
7 EASEMENT(S) APPURTENANT TO THE LAND ABOVE DESCRIBED CREATED BY:
DP828266 RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 6 WIDE
8 DP846099 RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 5 & 6 WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
9 DP846099 RESTRICTION(S) ON THE USE OF LAND
* 10 AA623080 CAVEAT BY OXFORD FALLS DEVELOPMENT COMPANY PTY LIMITED

END OF PAGE 1 - CONTINUED OVER

120029 PRINTED ON 12/1/2012

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 80/846099 PAGE 2

NOTATIONS

NOTE: THE CERTIFICATE OF TITLE FOR THIS FOLIO OF THE REGISTER DOES NOT INCLUDE SECURITY FEATURES INCLUDED ON COMPUTERISED CERTIFICATES OF TITLE ISSUED FROM 4TH JANUARY, 2004. IT IS RECOMMENDED THAT STRINGENT PROCESSES ARE ADOPTED IN VERIFYING THE IDENTITY OF THE PERSON(S) CLAIMING A RIGHT TO DEAL WITH THE LAND COMPRISED IN THIS FOLIO.
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

120029 PRINTED ON 12/1/2012

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

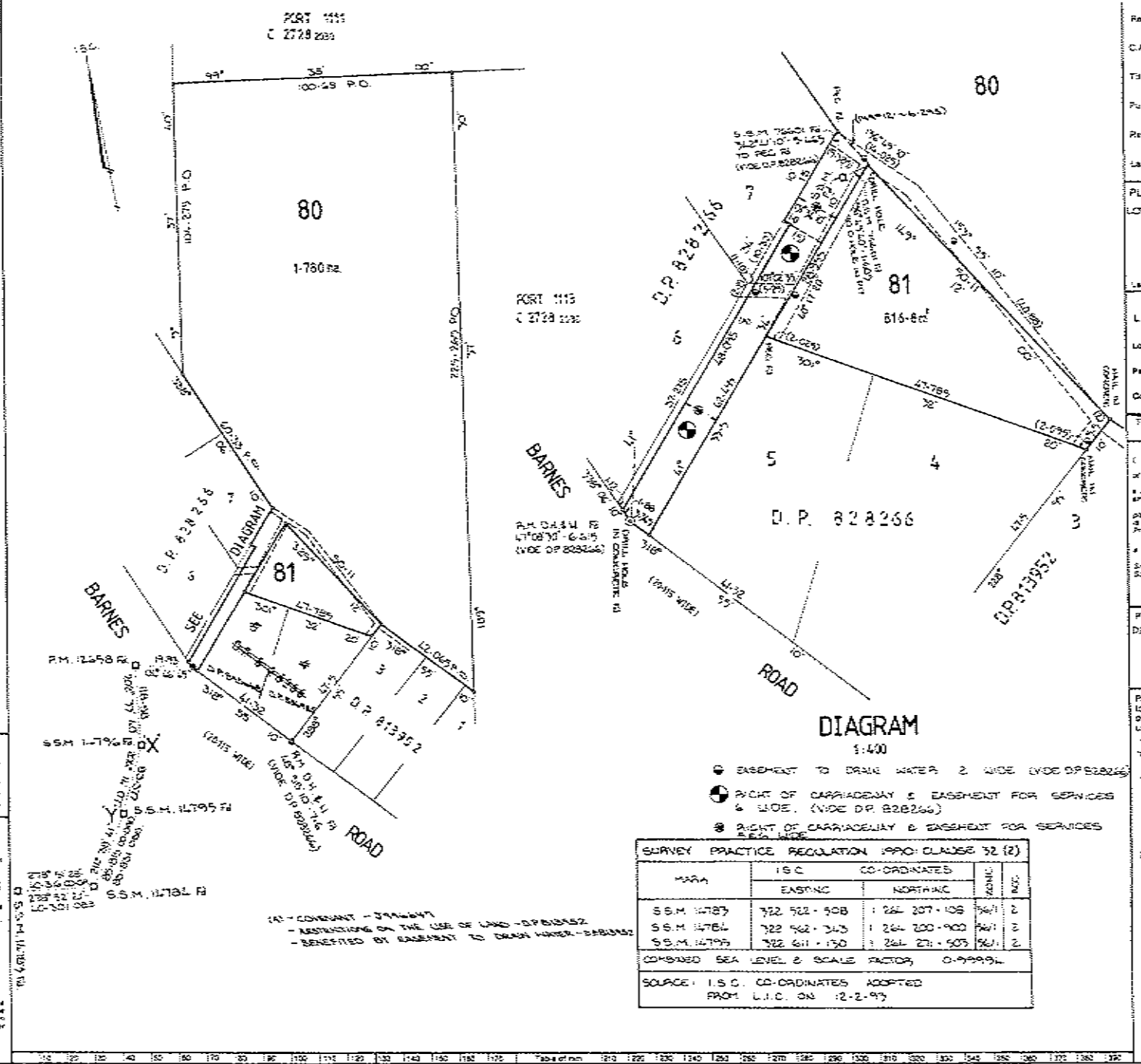
PLAN FORM 2

Plan Drawing only to appear in this space

*OFFICE USE ONLY

DP 846099

SIGNATURE AND SEALS ONLY



SURVEY PRACTICE REGULATION (PPO: CLAUSE 52 (2))				
MARK	I.S.C. CO-ORDINATES EASTING	I.S.C. CO-ORDINATES NORTHING	ACCURACY	ORDER
S.S.M. 14787	322 502 · 908	1 264 207 · 108	5cm	2
S.S.M. 14784	322 562 · 343	1 264 200 · 903	5cm	2
S.S.M. 14795	322 611 · 150	1 264 271 · 505	5cm	2
COMBINED SEA LEVEL & SCALE FACTOR 0.99991				
SOURCE: I.S.C. CO-ORDINATES ADOPTED FROM L.I.C. ON 12-2-93				

(A) - COVENANT - 3944647
- RESTRICTING ON THE USE OF LAND - D.P. 813952
- BENEFITED BY EASEMENT TO DRAIN WATER - D.P. 813952

Crown Lands Office Approval

PLAN APPROVED ..... (Authorised Officer)

LAND DISTRICT .....

Folio No. .....

File Area .....

Council Clerk's Certificate

I hereby certify that —

(a) the requirements of the Local Government Act, 1919 concerned and the regulations for the registration of plans; and

(b) the requirements of section 388 of the Metropolitan Water, Sewerage and Drainage Act, 1924 as amended, have been complied with;

in respect of the proposed subdivision

Delete the matter inapplicable to the plan or dealing.

Subdivision No. 3483

Date 4th November 1994

Signature ..... (Authorised Person)

Council File No. SD 8412

*Where a plan relates to the dedication of land, the application must by a consideration of or the opening of a new road or widening the land to be dedicated, certify that all the terms of section 342 of the Metropolitan Water, Sewerage and Drainage Board and the Hunter District Water Board have been complied with.

Delete if inapplicable

SURVEYOR'S REFERENCE 2145

Registered 18-1-1995

D.A. No. 3483 OF 4-11-1994

Title System TORRENS

Purpose SUBDIVISION

Ref. Map U1960-5*

Last Plan D.P. 828266

PLAN OF SUBDIVISION OF LOT B IN D.P. 828266

Lengths are in metres Reduction Ratio 1:000

L.G.A. HARRICAH

Locality: FRENCHS FOREST

Parish: MANLY COVE

County: CUMBERLAND

This is sheet 1 of my plan of ... sheets

(Delete if inapplicable)

I, CAMERON KEITH OXLEY

of (1) STEPHENS, OXLEY & PARTNERS

P.O. BOX 8112 BLACKTOWN

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

(a) is accurate and has been made in accordance with the Survey Practice Regulation 1990 and was completed on

20.9.94

Signature .....

Surveyor registered under Surveyors Act, 1929, as amended

Delete Line of Authority if Accept date of survey

Plans used in preparation of survey/compilation

D.P. 828266

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

PURSUANT TO SECTION 888 OF THE CONVEYANCING ACT, AS AMENDED, IT IS INTENDED TO CREATE:-

1. RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 5 & 6 WIDE.

2. RESTRICTION AS TO USER

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Y1012-A1-A

Req:R260376 /Doc:DP 0846099 P /Rev:19-Jun-1995 /Sts:OK.OK /Prt:12-Jan-2012 10:21 /Pgs:ALL /Seq:1 of 1
Ref:1200329 /Src:M

PLAN FORM 2

Plan Drawing only to appear in this space

*OFFICE USE ONLY

DP 813952

Registered: 29.11.91

Office Use Only

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: 1184O-S

Last Plan: 2728-2030

PLAN OF SUBDIVISION OF LOT 102 IN D.P. 792038

Locality: LARRAKEAH

Locality: FRANCIS FOREST

Parish: MALAK

County: CUMBERLAND

This sheet is/is not to be read with the plan in book (*) sheets (Delete if inapplicable)

I, [illegible] certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulations, and the positional requirements of the Department of Lands, and was completed on

Signature: [illegible]

Surveyor registered under the Surveyors Act, 1929, as amended. Delete if plan not based on survey

Plans used in preparation of survey information:

D.P. 2728
D.P. 777345
D.P. 210388
D.P. 22[illegible]
D.P. 216[illegible]

PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restrictions as to user.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT IT IS INTENDED TO CREATE:-

1. EASEMENT TO DRAIN WATER 3 WIDE.
2. RESTRICTION AS TO USER.
3. RESTRICTION AS TO USER.
4. RESTRICTION AS TO USER.
5. RESTRICTION AS TO USER.
6. RESTRICTION AS TO USER.

SIGNED, SEALED AND DELIVERED on behalf of [illegible] by its Attorney [illegible] who hereby states that he has no notice of revocation of [illegible] in the presence of:

[illegible]

AS MORTGAGEE UNDER MORTGAGE NO 7090276 VESTING BARKTNI SUBDIVISION WORKS CONSENTED TO THE WITHIN PLAN OF SUBDIVISION.

Signed sealed and delivered for and on behalf of [illegible] by its Attorney [illegible] who hereby states that he has no notice of revocation of [illegible] in the presence of:

[illegible]

Crown Lands Office Approval

I approve this plan.

Authorised Officer

Land District

Paper No.

Fees Book

Council Clerk's Certificate

I hereby certify that:

(1) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans) as to the approval of plans and the requirements of the Local Government (Subdivision) Regulations have been complied with in relation to the proposed subdivision shown in this plan;

(2) the requirements of Part 3D thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(3) the requirements of Part 3E thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(4) the requirements of Part 3F thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(5) the requirements of Part 3G thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(6) the requirements of Part 3H thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(7) the requirements of Part 3I thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(8) the requirements of Part 3J thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(9) the requirements of Part 3K thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(10) the requirements of Part 3L thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(11) the requirements of Part 3M thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(12) the requirements of Part 3N thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(13) the requirements of Part 3O thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(14) the requirements of Part 3P thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(15) the requirements of Part 3Q thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(16) the requirements of Part 3R thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(17) the requirements of Part 3S thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(18) the requirements of Part 3T thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(19) the requirements of Part 3U thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(20) the requirements of Part 3V thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(21) the requirements of Part 3W thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(22) the requirements of Part 3X thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(23) the requirements of Part 3Y thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(24) the requirements of Part 3Z thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(25) the requirements of Part 3AA thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(26) the requirements of Part 3AB thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(27) the requirements of Part 3AC thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(28) the requirements of Part 3AD thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(29) the requirements of Part 3AE thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(30) the requirements of Part 3AF thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(31) the requirements of Part 3AG thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(32) the requirements of Part 3AH thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(33) the requirements of Part 3AI thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(34) the requirements of Part 3AJ thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(35) the requirements of Part 3AK thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(36) the requirements of Part 3AL thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(37) the requirements of Part 3AM thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(38) the requirements of Part 3AN thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(39) the requirements of Part 3AO thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(40) the requirements of Part 3AP thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(41) the requirements of Part 3AQ thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(42) the requirements of Part 3AR thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(43) the requirements of Part 3AS thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(44) the requirements of Part 3AT thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(45) the requirements of Part 3AU thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(46) the requirements of Part 3AV thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(47) the requirements of Part 3AW thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(48) the requirements of Part 3AX thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(49) the requirements of Part 3AY thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(50) the requirements of Part 3AZ thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(51) the requirements of Part 3BA thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(52) the requirements of Part 3BB thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(53) the requirements of Part 3BC thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(54) the requirements of Part 3BD thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(55) the requirements of Part 3BE thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(56) the requirements of Part 3BF thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(57) the requirements of Part 3BG thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(58) the requirements of Part 3BH thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(59) the requirements of Part 3BI thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(60) the requirements of Part 3BJ thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(61) the requirements of Part 3BK thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(62) the requirements of Part 3BL thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(63) the requirements of Part 3BM thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(64) the requirements of Part 3BN thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(65) the requirements of Part 3BO thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(66) the requirements of Part 3BP thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(67) the requirements of Part 3BQ thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(68) the requirements of Part 3BR thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(69) the requirements of Part 3BS thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(70) the requirements of Part 3BT thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(71) the requirements of Part 3BU thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(72) the requirements of Part 3BV thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(73) the requirements of Part 3BW thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(74) the requirements of Part 3BX thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(75) the requirements of Part 3BY thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(76) the requirements of Part 3BZ thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(77) the requirements of Part 3CA thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(78) the requirements of Part 3CB thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(79) the requirements of Part 3CC thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(80) the requirements of Part 3CD thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(81) the requirements of Part 3CE thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(82) the requirements of Part 3CF thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(83) the requirements of Part 3CG thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(84) the requirements of Part 3CH thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(85) the requirements of Part 3CI thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(86) the requirements of Part 3CJ thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(87) the requirements of Part 3CK thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(88) the requirements of Part 3CL thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(89) the requirements of Part 3CM thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(90) the requirements of Part 3CN thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(91) the requirements of Part 3CO thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(92) the requirements of Part 3CP thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(93) the requirements of Part 3CQ thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(94) the requirements of Part 3CR thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(95) the requirements of Part 3CS thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(96) the requirements of Part 3CT thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(97) the requirements of Part 3CU thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(98) the requirements of Part 3CV thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(99) the requirements of Part 3CW thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(100) the requirements of Part 3CX thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(101) the requirements of Part 3CY thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(102) the requirements of Part 3CZ thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(103) the requirements of Part 3DA thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(104) the requirements of Part 3DB thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(105) the requirements of Part 3DC thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(106) the requirements of Part 3DD thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(107) the requirements of Part 3DE thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(108) the requirements of Part 3DF thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(109) the requirements of Part 3DG thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(110) the requirements of Part 3DH thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(111) the requirements of Part 3DI thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(112) the requirements of Part 3DJ thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(113) the requirements of Part 3DK thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(114) the requirements of Part 3DL thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(115) the requirements of Part 3DM thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(116) the requirements of Part 3DN thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(117) the requirements of Part 3DO thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(118) the requirements of Part 3DP thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(119) the requirements of Part 3DQ thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(120) the requirements of Part 3DR thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(121) the requirements of Part 3DS thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(122) the requirements of Part 3DT thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(123) the requirements of Part 3DU thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(124) the requirements of Part 3DV thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(125) the requirements of Part 3DW thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(126) the requirements of Part 3DX thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(127) the requirements of Part 3DY thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(128) the requirements of Part 3DZ thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(129) the requirements of Part 3EA thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(130) the requirements of Part 3EB thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(131) the requirements of Part 3EC thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(132) the requirements of Part 3ED thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(133) the requirements of Part 3EE thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(134) the requirements of Part 3EF thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(135) the requirements of Part 3EG thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(136) the requirements of Part 3EH thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(137) the requirements of Part 3EI thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(138) the requirements of Part 3EJ thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(139) the requirements of Part 3EK thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(140) the requirements of Part 3EL thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(141) the requirements of Part 3EM thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(142) the requirements of Part 3EN thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(143) the requirements of Part 3EO thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(144) the requirements of Part 3EP thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(145) the requirements of Part 3EQ thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(146) the requirements of Part 3ER thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(147) the requirements of Part 3ES thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(148) the requirements of Part 3ET thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(149) the requirements of Part 3EU thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(150) the requirements of Part 3EV thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(151) the requirements of Part 3EW thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(152) the requirements of Part 3EX thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(153) the requirements of Part 3EY thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(154) the requirements of Part 3EZ thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(155) the requirements of Part 3FA thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(156) the requirements of Part 3FB thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(157) the requirements of Part 3FC thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(158) the requirements of Part 3FD thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(159) the requirements of Part 3FE thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(160) the requirements of Part 3FF thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(161) the requirements of Part 3FG thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(162) the requirements of Part 3FH thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(163) the requirements of Part 3FI thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(164) the requirements of Part 3FJ thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(165) the requirements of Part 3FK thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(166) the requirements of Part 3FL thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(167) the requirements of Part 3FM thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(168) the requirements of Part 3FN thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(169) the requirements of Part 3FO thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(170) the requirements of Part 3FP thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(171) the requirements of Part 3FQ thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(172) the requirements of Part 3FR thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(173) the requirements of Part 3FS thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(174) the requirements of Part 3FT thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(175) the requirements of Part 3FU thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(176) the requirements of Part 3FV thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(177) the requirements of Part 3FW thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(178) the requirements of Part 3FX thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(179) the requirements of Part 3FY thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(180) the requirements of Part 3FZ thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(181) the requirements of Part 3GA thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(182) the requirements of Part 3GB thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(183) the requirements of Part 3GC thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(184) the requirements of Part 3GD thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(185) the requirements of Part 3GE thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(186) the requirements of Part 3GF thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(187) the requirements of Part 3GG thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(188) the requirements of Part 3GH thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(189) the requirements of Part 3GI thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(190) the requirements of Part 3GJ thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(191) the requirements of Part 3GK thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(192) the requirements of Part 3GL thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(193) the requirements of Part 3GM thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(194) the requirements of Part 3GN thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(195) the requirements of Part 3GO thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(196) the requirements of Part 3GP thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(197) the requirements of Part 3GQ thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(198) the requirements of Part 3GR thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(199) the requirements of Part 3GS thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(200) the requirements of Part 3GT thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(201) the requirements of Part 3GU thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(202) the requirements of Part 3GV thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(203) the requirements of Part 3GW thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(204) the requirements of Part 3GX thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(205) the requirements of Part 3GY thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(206) the requirements of Part 3GZ thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(207) the requirements of Part 3HA thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(208) the requirements of Part 3HB thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(209) the requirements of Part 3HC thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(210) the requirements of Part 3HD thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(211) the requirements of Part 3HE thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(212) the requirements of Part 3HF thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(213) the requirements of Part 3HG thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(214) the requirements of Part 3HH thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(215) the requirements of Part 3HI thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(216) the requirements of Part 3HJ thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(217) the requirements of Part 3HK thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(218) the requirements of Part 3HL thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(219) the requirements of Part 3HM thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(220) the requirements of Part 3HN thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(221) the requirements of Part 3HO thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(222) the requirements of Part 3HP thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(223) the requirements of Part 3HQ thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(224) the requirements of Part 3HR thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(225) the requirements of Part 3HS thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(226) the requirements of Part 3HT thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(227) the requirements of Part 3HU thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(228) the requirements of Part 3HV thereof and of the Ku-ring-gai Planning Scheme Ordinance have been complied with in relation to the proposed subdivision shown in this plan;

(229) the requirements of Part 3

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

(Sheet 1 of 3 Sheets)

Lengths are in metres.

PART 1.

Plan: DP813952

Subdivision covered by Council Clerk's Certificate No. 9208 of 4th September, 1991.

Full name and address of proprietor of the land.

Stanley Raymond Harvey,
4 Barnes Road,
FRENCHS FOREST. NSW. 2086

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

Easement to drain water 2 wide ~~and variable~~.

Schedule of Lots Affected.

Lots Burdened.	Lots Benefited.
1	2, 3, and 4
2	3 and 4
3	4

2. Identity of restriction secondly referred to in abovementioned plan.

Restriction as to user.

Schedule of Lots Etc. Affected.

Lots Burdened.	Authority Benefited.
1, 2, 3 and 4	Warringah Shire Council.

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

Restriction as to user.

Schedule of Lots Etc. Affected.

Lots Burdened.	Authority Benefited.
1, 2, 3 and 4	Warringah Shire Council

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

Restriction as to user.

Schedule of Lots Etc. Affected.

Lots Burdened.	Authority Benefited.
1, 2, 3 and 4	Warringah Shire Council.

5. Identity of restriction fifthly referred to in abovementioned plan.

Restriction as to user.

Schedule of Lots Etc. Affected.

Lots Burdened.	Authority Benefited.
1 and 2	Warringah Shire Council.

6. Identity of restriction sixthly referred to in abovementioned plan.

Restriction as to user.

Schedule of Lots Etc. Affected.

Lots Burdened.	Lots Benefited.
Each Lot	Every other lot

REGISTERED

WARRINGAH SHIRE COUNCIL
SHIRE CLERK

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

(Sheet 3 of 3 Sheets)

Lengths are in metres.

PART 2.

Plan: DP813952

Subdivision covered by Council Clerk's Certificate No. 9208 of 4th September, 1991.

5. Terms of restriction fifthly referred to in abovementioned plan.

Any Building Application in respect of the lots hereby burdened and submitted for consideration to council shall be accompanied by a report from a Consulting Geotechnical Engineer listed by Council as to any adverse effect the building and development may have on the stability of the land together with recommendations to any necessary stabilisation methods if required. Where such stabilisation measures are in the form of retaining structures, special footings and the like, these designs shall be certified by a practising Structural Engineer listed by Council.

Name of Authority empowered to release, vary or modify restrictions fifthly referred to in abovementioned plan.

Warringah Shire Council.

6. Terms of restriction sixthly referred to in abovementioned plan.

No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the current registered proprietor of Lot 1112 in Deposited Plan 752038 but such consent shall not be withheld if such fence is erected without expense to the current registered proprietor of lot 1112 in Deposited Plan 752038.

Signed in my presence by
STANLEY RAYMOND HARVEY
who is personally known to me.

THOMAS HUGH WALKER
SOLICITOR
FORESTVILLE

Proprietor.

WARRINGAH SHIRE COUNCIL
SHIRE CLERK

REGISTERED

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 2nd December, 1991

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

Req:R280379 /Doc:DP 0813952 B /Rev:04-Nov-1992 /Sts:OK.OK /Prt:12-Jan-2012 10:21 /Pgs:ALL /Seq:1 of 2
Ref:1200029 /Src:M

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

Lengths are in metres. (Sheet 2 of 3 Sheets).

PART 2.

Plan: DP813952

Subdivision covered by Council Clerk's Certificate No. 3208 of 4th September, 1991.

1. Terms of easement firstly referred to in abovementioned plan.

Easement to drain water 2 wide and variable as described in Schedule 8 of the Conveyancing Act.

Name of Authority empowered to release vary or modify easement firstly referred to in abovementioned plan.

Warringah Shire Council.

2. Terms of restriction secondly referred to in abovementioned plan.

Pre silt traps as designed within the inter-allotment drainage system within the easement to drain water 2 wide and variable are to be maintained to a satisfactory standard as defined by Warringah Shire Council to enable those silt traps to filter sediments from the inter-allotment stormwater. The cost of maintenance of these traps is to be borne equally by the lots burdened by this restriction.

Name of Authority empowered to release, vary or modify restriction secondly referred to in abovementioned plan.

Warringah Shire Council.

3. Terms of restriction thirdly referred to in abovementioned plan.

Collected roof and stormwater from any structure erected on the lots hereby burdened will be directed to the inter-allotment drainage system constructed within the subdivision.

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

Warringah Shire Council.

4. Terms of restriction fourthly referred to in abovementioned plan.

No building works are to be commenced on the lot hereby burdened unless a statement and or land management plan has been submitted and approved by Council. The statement and plan shall include all details of any proposed clearing, earthworks, demolition, replanting, sediment control measures and siteworks of any nature.

The submission is to be made a minimum of 7 days but not exceeding 30 days prior to the commencement of works or disturbance to the land and must be to the satisfaction of the Shire Engineer.

Name of Authority empowered to release, vary or modify restrictions fourthly referred to in abovementioned plan.

Warringah Shire Council.

REGISTERED

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 2nd December, 1991

Req:R260379 /Doc:DP 0813952 B /Rev:04-Nov-1992 /Sts:OK.OK /Prt:12-Jan-2012 10:21 /Pgs:ALL /Seq:2 of 2
Ref:120229 /Src:M

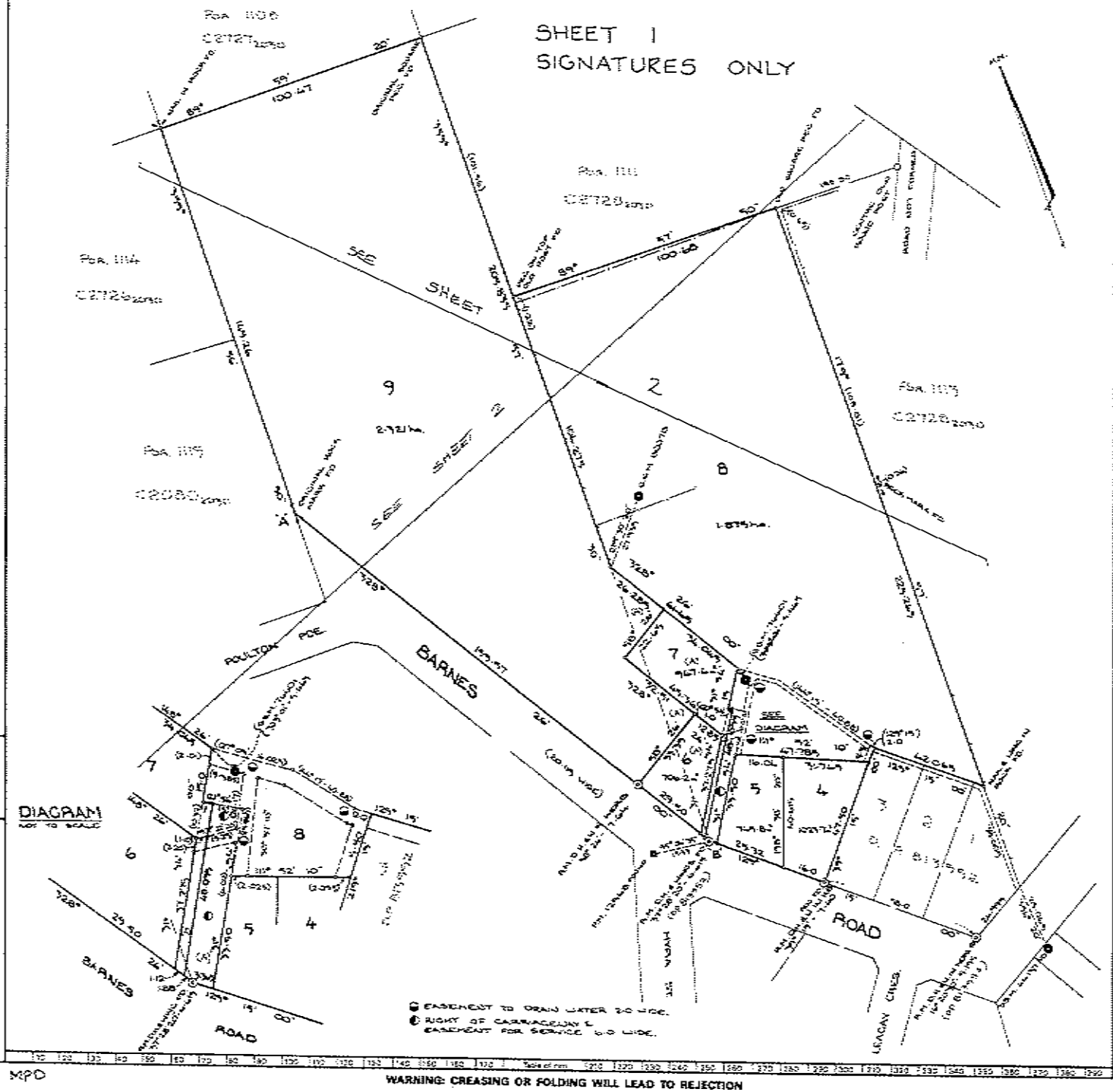
PLAN FORM 2

Plan Drawing only to appear in this space

*OFFICE USE ONLY

SIGNATURE AND SEALS ONLY

SHEET 1
SIGNATURES ONLY



Drawn Lands Office Approval

PLAN APPROVED ..... Authorised Officer

Land District .....

Plan No. .....

Field Book ..... pages .....

Council Clerk's Certificate

I hereby certify that :-

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

(b) the requirements of section 345 of the Metropolitan Water, Sewerage and Drainage Act, 1924, as amended,

have been complied with in the application in relation to the proposed Subdivision

Subdivision No. 9274

Date 6th January 1993

Signature .....

Council File No. 18225

*This part of certificate to be deleted where the application is only for a consolidation of or the opening of a new road or widening the land to be subdivided to which section 345 of the Metropolitan Water, Sewerage and Drainage Board and the Hunter District Water Board.

* Delete if inapplicable

SURVEYOR'S REFERENCE 412.18

MPD

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP 828266

Registered: 18.2.1993

Ca No 9274 of 6.1.1993

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U1860-5*

Last Plan: DP 813952

PLAN OF SUBDIVISION OF LOT 1 D.P. 813952 & PORTION 111

Lengths are in metres Reduction Ratio 1:1000

Municipality: WARRINGAH

Locality: FRENCHS FOREST

Parish: MANLY COVE

County: CUMBERLAND

This sheet is Sheet 1 of my plan in 3 sheets

I, [illegible] a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan

is accurate and has been made in accordance with the Surveyors (General) Regulation, 1933 and was completed on the date of survey

Dated 30.11.92

Signature

Surveyor registered under the Surveyors Act, 1929, as amended

Plans used in preparation of survey/compilation.

D.P. 813952	C 2724 Large
D.P. 240398	C 2727 Large
D.P. 549403	
D.P. 774348	C 2728 Large

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

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, AS AMENDED, IT IS INTENDED TO CREATE:

1) EASEMENT TO DRAIN WATER 2 WIDE.
2) RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 6 WIDE.
3) RESTRICTION AS TO USER.
4) RESTRICTION AS TO USER.
5) RESTRICTION AS TO USER.
6) RESTRICTION AS TO USER.

Sheet 1 of 3 Sheets

Req:R2800360 /Doc:DP 0828266 P /Rev:03-Apr-1995 /Sts:OK.OK /Prt:13-Jan-2012 10:21 /Pgs:ALL /Seq:1 of 3
Ref:13200029 /Src:M

PLAN FORM 2

Plan Drawing only to appear in this space

OFFICE USE ONLY

SIGNATURE AND SEALS ONLY

DP 828266

Registered: 18.2.1993

Title System:

Purpose:

Ref. Map:

Last Plan:

PLAN OF SUBDIVISION OF LOT 1 DP 813952 & PORTION 1108

Locality: FRENCHS FOREST

Parish: MANLY COVE

County: CUMBERLAND

This is sheet 2 of my plan in 3 sheets (if more than one sheet is required)

I, GREGORY KEITH PALEY of LONGSDALE PALEY & PARTNERS of P.O. BOX 852, BLACKTOWN, a Surveyor registered under the Surveying Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation, 1933 and was completed on the 30.11.92 (last date of survey) and the plan was completed on the 12.2.93 (last date of plan)

Signature: [signature]

Surveyor registered under the Surveying Act, 1929, as amended

Date of Approval: [illegible]

Plans used in preparation of survey/compilation

D.P. 813952, D.P. 210398, D.P. 549507, D.P. 771348, C 2726 2030, C 2727 2030, C 2728 2030

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

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, AS AMENDED, IT IS INTENDED TO CREATE:

1. EASEMENT TO DRAIN WATER 2.0M WIDE.
2. RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 9.0M WIDE.
3. RESTRICTION AS TO USER.
4. RESTRICTION AS TO USER.
5. RESTRICTION AS TO USER.
6. RESTRICTION AS TO USER.

Crown Lands Office Approval

(Lots Surveyed)

Authorised Officer

Land District

Folio No.

Field Book

Pages

Council Clerk's Certificate

I hereby certify that:

1. the requirements of the Local Government Act, 1919 with respect to the application for registration of plan/s; and

2. the requirements of section 326 of the Hawkesbury River Drainage and Drainage Act, 1939 as amended ("the District Rivers Drainage and Drainage Act, 1939 as amended")

have been complied with by the applicant in relation to the proposal.

Subdivision No.

Date

Signature

Council Clerk

Council File No.

* This part of certificate to be deleted where the application is only for a subdivision of the opening of a new road or where the land is to be subdivided & a strata scheme (the effect of resolutions of the Metropolitan Water, Sewerage and Drainage Board and the Hunter District Water Board is inapplicable

SURVEYOR'S REFERENCE 5128

Por. 1108 C.2727 2030

Por. 1111 C.2728 2030

Por. 1114 C.2726 2030

Por. 1115 C.2050 2030

Por. 1113 C.2728 2030

(A) COVENANT 3996647 RESTRICTION ON THE USE OF LAND - DP 813952 BENEFITED BY EASEMENT TO DRAIN WATER - DP 813952

9 2.721 ha.

8 1.862 ha

7 (A)

6 7062 sq. ft.

5 4

3 2

1

BARNES ROAD (20.115 wide)

POULTON PDE.

SEE DIAGRAM

DIAGRAM NOT TO SCALE

SCHEDULE OF CO-ORDINATED MARKS

MARK	EASTINGS	NORTHINGS	ALT.	EQUIP.
SSM 11165	322 451.708	6264 227.438	2	T&L
SSM 11164	322 462.343	6264 227.438	2	T&L
SSM 11174	322 451.780	6264 211.438	2	T&L

SOURCE OF ISG CO-ORDINATES ADOPTED FROM INFORMATION SUPPLIED BY SURVEY CO-ORDINATION BRANCH ON 12.2.93

- EASEMENT TO DRAIN WATER 2.0M WIDE.
- RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 9.0M WIDE.

PLAN ANNEXED TO 1750 AT SURVEY/DRG. REQUEST No. 17.2.1993

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Key: K890380 /Doc:DP 0828266 P /Rev:03-Apr-1995 /Sts:OK.OK /Prt:12-Jan-2012 10:21 /Pgn:ALL /Pag:2 of 3

Key: 1220029 /Doc:M

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

FOR SIGNATURES AND SEALS ONLY









DP 828266

Registered:

This is sheet 3 of my plan of 3 sheets dated

Surveyor registered under Surveyors Act 1929.

This is sheet of the plan of
Sheets covered by my Certificate No.
of

Council Clerk

Signatures and seals only.

Reduction Ratio 1:

Lengths are in metres

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE

Req:R2800380 /Doc:DP 0828266 P /Rev:03-Apr-1995 /Sts:OK.OK /Prt:12-Jan-2012 10:21 /Pgs:ALL /Seq:3 of 3
Ref:120029 /Src:M

Req:R280381 /Doc:DP 0828266 B /Rev:03-Apr-1995 /Sts:OK.OK /Prt:12-Jan-2012 10:21 /Pgs:ALL /Seq:1 of 4
Ref:120029 /Src:M

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

Lengths are in metres

(Sheet 1 of 4 Sheets)

PART 1

86993

Plan: D.P 828266

PF 033114

Subdivision covered by Council Clerk's Certificate No. 9274 of 6th January 1993

Full name and address of proprietor of the land.

Stanley Raymond Harvey
4 Barnes Road
FRENCHS FOREST NSW 2086

Ian Coulter McKenzie
1A Barnes Road
FRENCHS FOREST NSW 2086

Susanne Gai McKenzie
1A Barnes Road
FRENCHS FOREST NSW 2086

Richard Randall Smart
1A Barnes Road
FRENCHS FOREST NSW 2086

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

Easement to drain water 2 wide

Schedule of Lots Affected.

Lots Burdened.	Lots Benefited.
8	4,5,6,7

2. Identity of easement secondly referred to in abovementioned plan.

Right of Carriageway and Easement for Services 6 wide

Schedule of Lots Affected.

Lots Burdened.	Lots Benefited.
7	8
8	7

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

Restriction as to user

Schedule of Lots, etc. Affected.

Lots Burdened.	Authority Benefited.
4,5,6,7,8	Warringah Shire Council

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

Restriction as to user

Schedule of Lots, etc. Affected.

Lots Burdened.	Authority Benefited.
4,5,6,7,8	Warringah Shire Council

5. Identity of restriction fifthly referred to in abovementioned plan.

Restriction as to user

Schedule of Lots, etc. Affected.

Lots Burdened.	Authority Benefited.
4,5,6,7,8	Warringah Shire Council

Ken Thomson

RECISTERED 10 2-1993

Req:R280381 /Doc:DP 0828266 B /Rev:03-Apr-1995 /Sts:OK.OK /Prt:12-Jan-2012 10:21 /Pgs:ALL /Seq:2 of 4
Ref:120029 /Src:M

D.P. 828266

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

Lengths are in metres (Sheet 2 of 4 Sheets)

PART 1

6. Identity of restriction sixthly referred to in abovementioned plan. Restriction as to user

Schedule of Lots, etc. Affected.

Lots Burdened.	Authority Benefited.
4,5,6,7,8	Warringah Shire Council

7. Identity of restriction seventhly referred to in abovementioned plan. Restriction as to user

Schedule of Lots, etc. Affected.

Lots Burdened.	Lots Benefited.
Each Lot.	Every Other Lot.

PART 2

1. Terms of easement firstly referred to in abovementioned plan.

Easement to drain water 2 wide as described in Schedule 8 of the Conveyancing Act.

Name of Authority empowered to release, vary or modify easement firstly referred to in abovementioned plan.

Warringah Shire Council.

2. Terms of easement secondly referred to in abovementioned plan.

Right of Carriage Way.

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. The dominant and servient tenements shall share equally the cost of maintenance of the driveway structure erected in the area delineated as right of carriage way in the abovementioned plan, however the registered proprietor of the dominant tenement shall not object to the registered proprietor of the servient tenement widening the concrete driveway at the expense of the registered proprietor of the servient tenement.

Easement for Services.

The 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 to make, lay out, construct, erect, install, carry, maintain, use through above or under the servient tenement all drains, pipes, conduits, poles, wires and other equipment and materials necessary to provide and carry all or any services of water, sewerage, drainage, gas, electricity, light, telephone and/or other domestic services to and from the said dominant tenement provided the said drains, pipes, conduits, poles, wires, and/or other equipment and materials shall be laid in such position so as to cause as little interference as possivle with the servient tenement together with the right for such person 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 therefor any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such services or in any part therof provided that such person 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 without delay that surface as nearly as practicable to its original condition.

WARRINGAH SHIRE COUNCIL

RECISTERED 18-2-1993

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

Lengths are in metres

PART 2

Plan: DP828266

Subdivision covered by Council Clerk's Certificate No. 9294 of 6th January 1993

Name of Authority empowered to release, vary or modify easement secondly referred to in abovementioned plan.

Warringah Shire Council.

3. Terms of restriction thirdly referred to in abovementioned plan.

The silt traps so designed within the inter-allotment drainage system within the easement to drain water 2 wide are to be maintained to a satisfactory standard as defined by Warringah Shire Council to enable those silt traps to filter sediments from the inter-allotment stormwater. The cost of maintenance of these traps is to be borne by the respective lots within which the silt traps are located.

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

Warringah Shire Council.

4. Terms of restriction fourthly referred to in abovementioned plan.

Collected roof and stormwater from any structure erected on the lots hereby burdened will be directed to the inter-allotment drainage system constructed within the subdivision.

Name of Authority empowered to release, vary or modify restriction fourthly referred to in abovementioned plan.

Warringah Shire Council.

5. Terms of restriction fifthly referred to in abovementioned plan.

No building works are to be commenced on the lot hereby burdened unless a statement and/or land management plan has been submitted and approved by Council. The statement and plan shall include all details of any proposed clearing, earthworks, demolition, replanting, sediment control measures and siteworks of any nature.

The submission is to be made a minimum of 7 days but not exceeding 30 days prior to the commencement of works or disturbance to the land and must be to the satisfaction of the Shire Engineer.

Name of Authority empowered to release, vary or modify restricion fifthly referred to in abovementioned plan.

Warringah Shire Council.

6. Terms of restriction sixthly referred to in abovementioned plan.

Any Building Application in respect of the lots hereby burdened and submitted for consideration to Council shall be accompanied by a report from a Consulting Geotechnical Engineer listed by Council as to any adverse effect the building and development may have on the stability of the land together with recommendations to any necessary stabilisation methods required. Where such stabilisation measures are in the form of retaining structures, special footings and the like, these designs shall be certified by a Practising Structural listed by Council.

Name of Authority empowered to release, vary or modify restriction sixthly referred to in abovementioned plan.

Warringah Shire Council.

REGISTERED 18-2-1993

Req:R280381 /Doc:DP 0828266 B /Rev:03-Apr-1995 /Sts:OK.OK /Prt:12-Jan-2012 10:21 /Pgs:ALL /Seq:4 of 4
Ref:120029 /Src:M

DP 828266

Dated 6th January 1993

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

Lengths are in metres

PART 2

7. Terms of restriction seventhly referred to in abovementioned plan.

No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the registered proprietors mentioned in PART 1 above, but such consent shall not be withheld if such fence is erected without expense to the registered proprietors mentioned in PART 1 above.

Signed in my presence by

STANLEY RAYMOND HARVEY

IAN COULTER MCKENZIE

SUSANNE GAI MCKENZIE

RICHARD RANDALL SMART

who are personally known to me.

Signature of Witness.

RICHARD LEGG

Name of Witness. (BLOCK LETTERS)

Solicitor Forestville

Qualification of Witness.

WARRINGAH SHIRE COUNCIL

SHIRE CLERK

SIGNED AT SYDNEY THE 14th
DAY OF JANUARY
19 93 FOR
COMMONWEALTH SAVINGS BANK OF
AUSTRALIA by its attorney the
MANAGER
NSW Metropolitan Branch
Lending Department
COMMONWEALTH SAVINGS BANK OF
AUSTRALIA by its attorney
mentioned in
Power of Attorney registered in the
Land Titles Office Book 3519 No. 50

R. J. Bent

REGISTERED 18-2-1993

Req:R280382 /Doc:DP 0846099 B /Rev:19-Jan-1995 /Sts:OK.OK /Prt:12-Jan-2012 10:21 /Pgs:ALL /Seq:1 of 2
Ref:120029 /Src:M

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

Lengths are in metres

(Sheet 1 of 2 Sheets)

PART 1

DP 846099

Subdivision covered by
Council Clerks
Certificate No 9483 of
4th November 1994

Full name & address of proprietors of the land	Stanley Raymond Harvey 34 Barnes Road FRENCHS FOREST NSW 2086
1. Identity of easement firstly referred to in abovementioned plan.	Right of Carriageway and Easement for services 5 & 6 wide.

Schedule of lots affected

Lots Burdened	Lots Benefited
80	81

2. Identity of restriction secondly referred to in abovementioned plan.	Restriction as to user.

Schedule of lots affected

Lots Burdened	Lots Benefited
Each Lot	Every Other Lot

PART 2

1. Terms of easement firstly referred to in the abovementioned Plan.

Right of Carriageway as described in Schedule V of the Conveyancing Act as amended.

The 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 to make lay out construct erect install carry maintain use through above or under the servient tenement all drains pipes conduits poles wires and other equipment and materials necessary to provide and carry all or any services of water sewerage drainage gas electricity light telephone and/or other domestic services to and from the said dominant tenement provided the said drains pipes conduits poles wires and/or other equipment and materials shall be laid in such position to cause as little interference as possible with the servient tenement together with the

WARRINGAH COUNCIL

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

DP846099

Lengths are in metres (Sheet 2 of 2 Sheets)

right for such person 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 therefor any reasonable time for the purpose of laying inspecting cleansing repairing maintaining or renewing such services or in any part thereof provided that such person 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 without delay that surface as nearly as practicable to its original condition.

Name of Authority empowered to release vary or modify restriction firstly referred to in abovementioned plan.

Warringah Council.

2. Terms of restriction secondly referred to in abovementioned plan.

No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the registered proprietor mentioned in PART 1 above, but such consent will not be withheld if such fence is erected without expense to the registered proprietors mentioned in PART 1 above.

Signed in my presence by Stanley Raymond Harvey who are personally known to me.

Signature of Witness

Name of Witness (BLOCK LETTERS)

WARRINGAH COUNCIL

Qualification of Witness

REGISTERED 18-1-1995

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

Fees:— £ s. d.
Lodgment
Endorsement

R.P. 13A. No. J 996647

05 JAN 21 AM 10:11

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

(Trusts must not be disclosed in the transfer.)

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

I, CISSIE MAUD BARNES of Oxford Falls, Widow

(herein called transferor)

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

being registered as the proprietor of an estate in fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of TWELVE THOUSAND EIGHT HUNDRED POUNDS (£12,800. 0. 0) (the receipt whereof is hereby acknowledged) paid to me by

NORTH SIDE DEVELOPMENTS PTY. LIMITED

do hereby transfer to

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

† NORTH SIDE DEVELOPMENTS PTY. LIMITED a Company duly incorporated under the Companies Act of New South Wales and having its Registered Office at Fourth Floor, 267 Elizabeth Street, Sydney in the said State

(herein called transferee)

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

Unless authorised by Reg. 33 Conveyancing Act Regulations, 1961 a plan may not be annexed to or endorsed on this transfer form.

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

County.	Parish.	Reference to Title. Whole or Part.	Vol.	Fol.	Description of Land (if part only).
Cumberland	Manly Cove	whole	9859	134	.....

W 417— W 1103— N.C.S. Wight, Government Printer

And the transferee ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ DOTH HEREBY for itself its successors and assigns or other the registered proprietor for the time being of the land hereinbefore described for the benefit of Portion 1113 of the Parish of Manly Cove being the whole of the land comprised in Certificate of Title Volume 9659 Folio 135 COVENANTS with the Transferor her executors administrators and assigns

THAT during the ownership thereof by the Transferor her executors administrators and assigns other than Transferees on sale no fence shall be erected on the said land to divide it from the Transferor's adjoining land without the consent of the Transferor but such consent shall not be withheld if the fence shall be erected without expense to the Transferor and in favour of any person dealing with the Transferee such consent as aforesaid shall be deemed to have been given in respect of any fences for the time being erected.

The aforesaid covenant may be released varied or modified by the registered proprietor for the time being of the land to which the said covenant is appurtenant.

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

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

ENCUMBRANCES, &c., REFERRED TO.*

Subject to the provisions of Section 272 of the Crown Lands Consolidation Act

* A very short note will suffice.

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Ref:120029 /Src:M

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

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

Execution may be proved where no parties are resident:—

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

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

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

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

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

Signed at Manly the 18th day of May 19 65.

Signed in my presence by the transferor
WHO IS PERSONALLY KNOWN TO ME
W. W. Lloyd
Francyne Laythe
Manly

B. M. Barnes,
Transferor.

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

THE COMMON SEAL of NORTH SIDE DEVELOPMENTS PTY. LIMITED was hereunto affixed by authority of the Directors and in the presence of—

V. Lyons
Secretary

NORTH SIDE DEVELOPMENTS PTY. LTD. COMMON SEAL

V. Lyons Director
Seal Transferee(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the day of 19 .

Signed in the presence of—

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

Appeared before me at Manly, the 18th day of May, one thousand nine hundred and sixty five VICTOR WILLIAM Laythe attesting witness to this instrument and declared that he personally knew CISSIE MAUD BARNES the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said CISSIE MAUD BARNES is her own handwriting, and that she was of sound mind and freely and voluntarily signed the same.

A. E. Bathurst J.P.

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

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

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

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Tr.2
61 770

EGRAPHIC ADDRESS-
LANDEP, SYDNEY
phone 270-2309

nsfer Branch

BRIDGE STREET, SYDNEY

10 MAR 1965

ADDRESS REPLY TO THE UNDER SECRETARY FOR LANDS
Box 39, G.P.O.,
SYDNEY, N.S.W.

AND QUOTE Tr. 65/732 WBL:JB

Dear Sir/s,

Consent has been given to the transfer of Part (6 acres 0 rood 33 perches) (portion 1112), freehold Conditional Purchase 19/4 (Vol.9859 Fol.134), Metropolitan,

from CISSIE MAUD BARNES

to NORTH SIDE DEVELOPMENTS PTY. LIMITED

subject to the provisions of the Crown Lands Acts and/or the Closer Settlement Acts.

In order to complete the matter it will be necessary for a transfer of current Crown tenures to be lodged on the proper forms with the Crown Land Agent. However, in respect of freehold lands or lands on which a perpetual lease grant has issued, memorandum of transfer should be lodged with the Registrar General, and this notification should accompany such document.

Until such transfers are lodged the vendor is recognised as the holder of the land, and in respect of current Crown tenures remains liable for payment of any Crown dues and observance of any conditions attaching thereto.

Messrs.
Howard A. Markes & Griffiths,
Solicitors,
P.O. Box 145,
MANLY.

Yours faithfully,

W.J. BROADFOOT,
Under Secretary.

per

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Ref:120029 /Src:M

B209/24 Freehold H+P

J 996647

No.

LODGED BY H.A. Marks & Griffiths
2 Belgrave St. Manly
97-3460.

FEES.

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

(a) £2 10s. 0d. where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £3. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.

(b) A supplementary charge of £1 is made in each of the following:—
(i) Where a restrictive covenant is imposed; or
(ii) A new easement is created; or
(iii) A partial discharge of mortgage is endorsed on the transfer.

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

1 Cert.
2 Lease
3
4
5
6

Received Docs. Nos.
Receiving Clerk.

PARTIAL DISCHARGE OF MORTGAGE.
(*N.B.—Before execution read marginal note.*)

I,

mortgagee under Mortgage No.

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

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

Dated at this day of 19 .

Signed in my presence by

who is personally known to me.

Mortgagee.

LEAVE THESE SPACES FOR DEPARTMENTAL USE

INDEXED	MEMORANDUM OF TRANSFER Subject to covenants
Checked by	Particulars entered in Register Book.
Passed (in S D B) by	on 7.6.1965
Signed by	at 4 p.m.

Registrar-General.

PROGRESS RECORD.

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

Vol. Fol.

B 457—4 [illegible]

Warringah Council

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

DEFERRED

Date Printed: 16 January 2012

Certificate Number: PLC2012/0100

Applicant Reference: 120029/856385

Receipt Number: 100149882

Leap Searching
DX 578
SYDNEY

Property Address: 34 Barnes Road~FRENCHS FOREST NSW 2086

Legal Description: Lot 80 DP 846099

Property ID: 147039

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

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

Nil

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:

B2 Oxford Falls Valley

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 *Draft Local Environmental Plan – if any*

Nil

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

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

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

4A. *Information relating to beaches and coasts*

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

No

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

No

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

No

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

Not Applicable

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

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

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

No

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

No

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

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

No

(b) any environmental planning instrument

No

(c) any resolution of Council.

No

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

(a) as adopted by Council

No

(b) as adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in a planning certificate issued by the Council.

Bushfire Prone Land

7A. *Flood related development controls information*

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

No

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

No

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

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

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

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

Warringah Section 94A Development Contributions Plan 2011 (adopted 28 June 2011 effective 1 July 2011). Please contact Council's Planning and Assessment Counter for more information.

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

No

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

No

11. *Bush Fire Prone Land*

Yes

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

No

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

No

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

No

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

No
For what period is the certificate current?

not applicable

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

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

No

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

No
For what period is the certificate current?

Not Applicable

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

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

No
For what period is the certificate current?

Not Applicable

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

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

No
Note. *The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:*

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

No

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

No

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

No

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

No

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

No

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

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

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

Address	Legal Description	Property Name	Date Issued	Description of Project
Lot 741/ Alfred Street, Narraweena	Lot 742 DP 752038	Narraweena Public School	22 July 2009	A multi-purpose hall and covered outdoor learning area and associated site works.
Lot 2593/ Bundaleer Street, Belrose	Part Lot 2593 DP 752038	Yanginanook School, Belrose	7 September 2009	Extension of the gymnasium to provide a stage, store, toilets, covered area, ramps and associated site works, removal of two trees and landscaping.
6-8 Wyatt Avenue, Belrose	Lot 1 DP 601101	John Colet School	24 September 2009	Construction of a covered outdoor learning area, covered walkway and associated works.
1 Dreadnought Road, Oxford Falls	Lot 10 DP 810343	St Pius X College	8 October 2009	Construction of a multi-purpose hall and associated works.
33 and 35 Myoora Road, Terrey Hills	Lot 1 DP 1132710 and Lot 59 DP 752017	German International School Sydney	12 October 2009	Subdivision of the land, construction of a single storey library building and single storey classroom building, construction of a sports field, extension of an existing internal driveway and a new exit to Myoora Road, and associated works comprising excavation, earthworks, drainage, ramps, pathways, tree removal and landscaping.
220 Forest Way, 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.
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for Rik Hart
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ATTACHMENT TO CERTIFICATE UNDER SECTION 149(2)
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Clause 1.1 of the Section 149(2) Certificate

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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.

Warringah Council

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

NON DEFERRED

Date Printed: 16 January 2012

Certificate Number:

Applicant Reference: 120029/856385

Receipt Number: 100149882

Leap Searching
DX 578
SYDNEY

Property Address: 34 Barnes Road~FRENCHS FOREST NSW 2086

Legal Description:

Property ID: 147039

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

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

Warringah Local Environmental Plan 2011

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

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

Draft State Environmental Planning Policy (Competition) 2010

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

Warringah Development Control Plan

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

2. *Zoning and land use under relevant LEPs*

2.1 *Zoning and land use under Warringah Local Environmental Plan 2011*

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

LEP - Land zoned R2 Low Density Residential

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

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

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

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

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

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

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

Yes – See Extract of Warringah Local Environmental Plan 2011 (clause 6.6) (attached)

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

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

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

No

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

No

2.2 *Draft Local Environmental Plan – if any*

Nil

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

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

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

4A. *Information relating to beaches and coasts*

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

No

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

No

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

No

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

Not Applicable

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

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

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

No

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

No

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

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

No

(b) any environmental planning instrument

No

(c) any resolution of Council.

No

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

(a) as adopted by Council

No

(b) as adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in a planning certificate issued by the Council.

Bushfire Prone Land

7A. *Flood related development controls information*

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

No

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

No

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

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

No

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

Warringah Section 94A Development Contributions Plan 2011 (adopted 28 June 2011 effective 1 July 2011). Please contact Council's Planning and Assessment Counter for more information.

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

No

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

No

11. *Bush Fire Prone Land*

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	Yanginanoo k School, Belrose	7 September 2009	Extension of the gymnasium to provide a stage, store, toilets, covered area, ramps and associated site works, removal of two trees and landscaping.
6-8 Wyatt Avenue, Belrose	Lot 1 DP 601101	John Colet School	24 September 2009	Construction of a covered outdoor learning area, covered walkway and associated works.
1 Dreadnought Road, Oxford Falls	Lot 10 DP 810343	St Pius X College	8 October 2009	Construction of a multi-purpose hall and associated works.

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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.

LOCALITY B2 OXFORD FALLS VALLEY

DESIRED FUTURE CHARACTER

The present character of the Oxford Falls Valley locality will remain unchanged except in circumstances specifically addressed as follows.

Future development will be limited to new detached style housing conforming with the housing density standards set out below and low intensity, low impact uses. There will be no new development on ridgetops or in places that will disrupt the skyline when viewed from Narrabeen Lagoon and the Wakehurst Parkway.

The natural landscape including landforms and vegetation will be protected and, where possible, enhanced. Buildings will be located and grouped in areas that will minimise disturbance of vegetation and landforms whether as a result of the buildings themselves or the associated works including access roads and services. Buildings which are designed to blend with the colours and textures of the natural landscape will be strongly encouraged.

A dense bushland buffer will be retained or established along Forest Way and Wakehurst Parkway. Fencing is not to detract from the landscaped vista of the streetscape.

Development in the locality will not create siltation or pollution of Narrabeen Lagoon and its catchment and will ensure that ecological values of natural watercourses are maintained.

LAND USE

Category One

Nil

Category Two

Development for the purpose of the following:

- agriculture
- housing
- housing for older people or people with disabilities (on land described in paragraph (c) under the heading "Housing density" below)
- 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:

- animal boarding or training establishments
- bulky goods shops
- business premises
- child care centres
- community facilities
- entertainment facilities
- further education
- health consulting rooms
- heliports
- hire establishments
- hospitals
- hotels
- industries
- medical centres
- motor showrooms
- offices
- places of worship
- primary schools
- recreation facilities
- registered clubs
- restaurants
- retail plant nurseries
- service stations
- shops
- short term accommodation
- vehicle repair stations
- veterinary hospitals
- warehouses

PROHIBITED DEVELOPMENT

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

- brothels
- extractive industries

- housing for older people or people with disabilities (other than on land described in paragraph (c) under the heading "Housing density" below)
- potentially hazardous industries
- potentially offensive industries
- vehicle body repair workshops

Canal estate development is also prohibited within this locality.

BUILT FORM

Housing density

The maximum housing density is 1 dwelling per 20 ha 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), except:

(a) where this standard would prevent the erection of one dwelling on an existing parcel of land, being all adjacent or adjoining land held in the same ownership on 8 March 1974 and having a combined area of not less than 2 ha, and

(b) on Portions 199, 200, 985, 986, 1001, 1002, 1003, 1004, 1011, 1012, 1018 and 1019 Parish of Manly Cove and Lot 33 DP 870625 Pinduro Place, Cromer, where one dwelling may be erected provided the land exceeds 4,000m^2 in area and was lawfully created prior to 13 August 1982, or was otherwise lawfully created, and

(c) on land that adjoins a locality primarily used for urban purposes and on which a dwelling house is permissible, where there is no maximum housing density if the development is for the purpose of "housing for older people or people with a disability" and the development complies with the minimum standards set out in clause 29.

However, consent may be granted for development that will contravene these housing density standards but, if by more than 10 per cent, only with the concurrence of the Director.

The matters which shall be taken into consideration in deciding whether concurrence should be granted are:

(a) whether non-compliance with the development standard in issue raises any matter of significance for the State or regional environmental planning, and

(b) the public benefit or maintaining the planning controls adopted by this plan.

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 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 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.

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 building setback to all roads is 20 metres. On corner allotments fronting Forest Way or Wakehurst Parkway the minimum front building setback is to apply to those roads and the side setback is to apply to the secondary road.

The minimum front building setback area is to be densely landscaped using locally occurring species of canopy trees and shrubs and be free of any structures, carparking or site facilities other than driveways, letterboxes and fences.

Rear and Side Building Setback

Development is to maintain minimum rear and side building setbacks.

The minimum rear and side building setbacks is 10 metres.

The rear and side setback areas are to be landscaped and free of any structures, carparking or site facilities other than driveways and fences.

Landscaped Open Space

The minimum area of landscaped open space is 30 per cent of the site area.

To measure an area of landscaped open space:

(a) impervious surfaces such as driveways, paved areas, roofed areas, tennis courts, carparking 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

(b) the water surface of swimming pools and impervious surfaces that occur naturally such as rock outcrops are included in the landscaped open space area, and

(c) landscaped open space must be at ground level, and

(d) the minimum soil depth of land that can be included as landscaped open space is 1 metre.

National Park setback

Development is to maintain a minimum setback from National Park boundaries of 20 metres. The minimum setback is to fire fuel reduced and landscaped with local species.

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. • constructions of carports, garages and outbuildings associated with a dwelling.	As described in Schedule 12 – Part A
Swimming pools	As described in Schedule 12 – Part B

HERITAGE ITEMS

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

- Oxford Falls Public School, Dreadnought Road, Oxford Falls

CONSERVATION AREAS

Land adjacent to Wakehurst Parkway as shown on the map

EXTRACT

WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011 - Land Use Table

Zone R2 Low Density Residential

1 Objectives of zone

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

2 Permitted without consent

Home-based child care; Home occupations

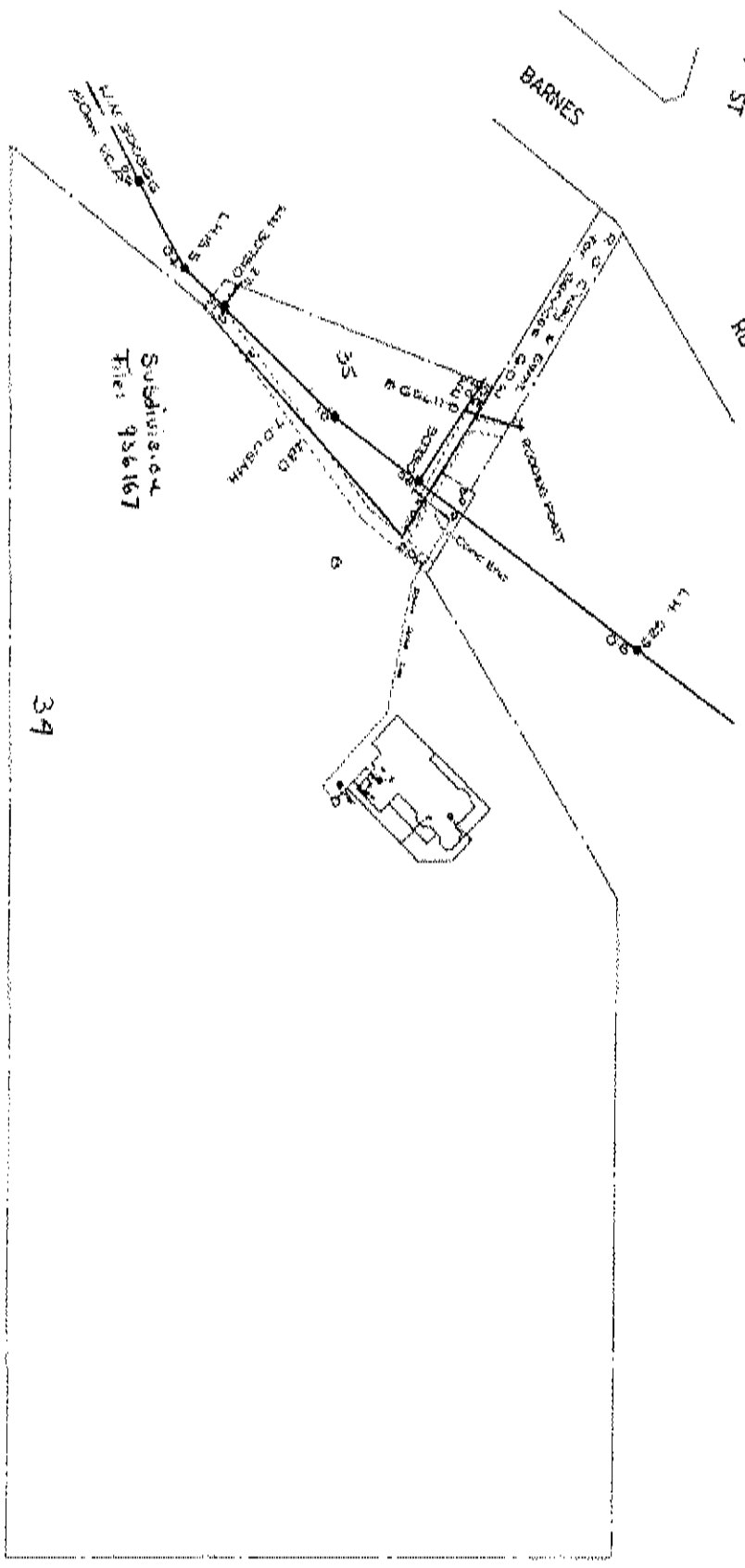
3 Permitted with consent

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

4 Prohibited

Any development not specified in item 2 or 3

922182 S


BARNES
ST
RD
35
34
Subdivision
Plan 956167
BOUNDARY
BOUNDARY
BOUNDARY

CONDITIONS OF SALE BY AUCTION

If the property is or is intended to be sold at auction:

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

(1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:

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

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

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

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

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

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

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

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

(2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

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

(b) Subject to subclause (2A), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.

(c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".

(2A) The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

(a) More than one vendor bid may be made to purchase the interest of a co-owner.

(b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.

(c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.

(d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

(3) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock:

The purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price:

(a) if that amount can reasonably be determined immediately after the fall of the hammer – before the close of the next business day following the auction, or

(b) if that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

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.

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

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

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	a bank as defined in the Banking Act 1959, the Reserve Bank or a State bank;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor*);
document of title	document relevant to the title or the passing of title;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in section 4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and drawn on its own funds by - • a *bank*; or • a building society, credit union or other FCA institution as defined in Cheques Act 1986; that carries on business in Australia; or if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
terminate	terminate this contract for breach;
vendor duty	vendor duty imposed under Chapter 4 of the Duties Act 1997;
within	in relation to a period, at any time before or during the period;
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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).

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

11 Compliance with work orders

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

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

12 Certificates and inspections

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

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

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

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

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

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

13 Goods and services tax (GST)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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14 Adjustments

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

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

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

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

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

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

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

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

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

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

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

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

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

15 Completion date

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

16 Completion

- **Vendor**

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

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

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

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

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

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

- **Purchaser**

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

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

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

16.10 On completion the deposit belongs to the vendor.

- **Place for completion**

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

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

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

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

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

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

17 Possession

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

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

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

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

21 Time limits in these provisions

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

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

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

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

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

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

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

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

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

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

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

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

24 Tenancies

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

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

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

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

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

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

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

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

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

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

24.4.1 the vendor must allow or transfer -

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

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

24.4.3 the vendor must give to the purchaser -

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

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

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

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

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25 Qualified title, limited title and old system title

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

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

29 Conditional contract

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

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

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