

Contract for the sale of land – 2005 edition

TERM	MEANING OF TERM		
Vendor's agent	SKYLINE REAL ESTATE	Phone	//29b//
		Fax	//29c//
		Ref	//29d//
Co-agent	NIL		
Vendor	RAYMOND DONALD KEIPERT AND LEONIE ELIZABETH KEIPERT		
Vendor's Solicitor	OSBORNE YUILLE LAWYERS LEVEL 3, 333 GEORGE STREET, SYDNEY NSW 2000	Phone	9970 3128
		Fax	9262 3457
		Ref	MLK/KEIPERT
Completion date	42 nd day after the contract date (clause 15)		
Land (Address, plan details and title reference)	120 PRINCE CHARLES ROAD, BELROSE NEW and being the whole of the land in Certificate of Title Folio Identifier 2/31708		
Improvements	X VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies X HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> none <input type="checkbox"/> other:		
Attached copies	X Documents in the List of Documents as marked or as numbered: <input type="checkbox"/> Other documents:		

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

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

Exclusions

Purchaser

Purchaser's solicitor

Phone
Fax
Ref

Price \$
 Deposit \$ (10% of the price, unless otherwise stated)
 Balance \$
 Contract date (if not stated, the date this contract was made)

Vendor

Witness

GST AMOUNT (optional)
The price includes
GST of: \$

Purchaser JOINT TENANTS tenants in common in unequal shares Witness

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

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

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

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

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

WARNINGS

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

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

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

DISPUTES

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

AUCTIONS

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

Additional clauses forming part of this contract

Dated:

between:

(vendor)

and:

(purchaser)

30 Alterations to printed form

The following printed clauses are amended as follows:

30.1 **clause 1: *settlement cheque***: delete the second bullet point;

30.2 **clause 7.1.1**: replace '5%' with '1%';*

30.3 **clause 14.4.2**: delete the clause; *

30.4 **clause 16**: insert the following clause:

16.3A Where the *property* includes personal property subject to a security interest:

- (i) in this clause *personal property*, *secured party* and *security interest* have the same meanings as in the *Personal Property Securities Act 2009 (Cth) (PPS Act)*;
- (ii) to pass legal title free of that interest, it is sufficient for the vendor to provide on completion a release in the standard form of the secured party or in the form published by the Australian Bankers Association; and
- (iii) no release is required where the personal property has a market value of not more than \$5,000 (or such greater amount prescribed under regulations to the *PPS Act*) and it is to be used for personal, domestic or household purposes (except if it is described by a serial number in the Personal Property Securities Register).

The purchaser warrants that the inclusions are to be used for domestic purposes.';

30.5 **clause 18.5.2**: replace 'Schedule J of the *Supreme Court Rules 1970*' with 'Rule 36.7 of the *Uniform Civil Procedure Rules 2005*';

30.6 **clause 24.3.3**: delete the clause; and*

30.7 **clause 29**: delete the clause.*

31 Whole agreement

In entering into this contract, the purchaser does not rely upon any warranty, representation or statement (whether oral or written) made or published by the vendor or by any person on behalf of the vendor or otherwise except such as are expressly made in this contract.

32 Real estate agents

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

33 Notice to complete

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

34 Condition of *property*

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

35 Capacity

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

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

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

35.2 The purchaser promises that the purchaser has the legal capacity to enter into this contract.

36 Late completion

Provided that the vendor is ready, willing and able to give title to the purchaser, if this contract is not completed for any reason (other than the vendor's default) on or before the Completion date then in addition to any other right which the vendor may have under this contract or otherwise the purchaser will on completion of this contract pay to the vendor interest on the balance of the purchase price at the rate of //44// % per annum calculated on daily balances, commencing on the Completion date and continuing until completion of this contract. This interest is a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of purchase money due and payable on completion.

37 Requisitions

The form of requisitions to be served by the Purchaser pursuant to Clause 5 shall be in the form of requisitions attached to this Contract. The Requisitions served pursuant to Clause 5 shall be deemed to have been served by the Purchaser on the date of this Contract.

38 Investment of deposit

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

38.1 The definition of *depositholder* in clause 1 does not apply.

38.2 In this contract *depositholder* means the vendor's *solicitor*.*

38.3 The parties authorise and direct the *depositholder* to invest the deposit with //52c// . The *depositholder* will in no way be liable for any delay, default or in any other manner whatsoever in respect of the authority given under this clause. **

39 Guarantee

- 39.1 This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this contract.
- 39.2 The word *guarantor* means each director of the purchaser as at the date of this contract.
- 39.3 If the guarantor has not signed this clause, the vendor may *terminate* this contract by serving a notice, but only *within* 14 days after the contract date.
- 39.4 In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor:
- 39.4.1 payment of all money payable by the purchaser under this contract; and
- 39.4.2 the performance of all of the purchaser's other obligations under this contract.
- 39.5 The guarantor:
- 39.5.1 indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract; and
- 39.5.2 must pay on demand any money due to the vendor under this indemnity.
- 39.6 The guarantor is jointly and separately liable with the purchaser to the vendor for:
- 39.6.1 the performance by the purchaser of its obligations under this contract; and
- 39.6.2 any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.
- 39.7 The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
- 39.8 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.
- 39.9 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:
- 39.9.1 the granting of any time, waiver, covenant not to sue or other indulgence;
- 39.9.2 the release or discharge of any person;
- 39.9.3 an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
- 39.9.4 any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;
- 39.9.5 payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
- 39.9.6 the winding up of the purchaser.
- 39.10 The deed constituted by this clause binds each party who signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.
- 39.11 This clause binds the guarantor and the executors, administrators and assigns of the guarantor.

39.12 This clause operates as a deed between the vendor and the guarantor.

EXECUTED as a Deed.

SIGNED SEALED & DELIVERED by

in the presence of:

Signature of Witness

Signature

Name of Witness

SIGNED SEALED & DELIVERED by

in the presence of:

Signature of Witness

Signature

Name of Witness

Cooling-off certificate

I, _____
of _____

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

- (a) I am a Solicitor/Barrister currently admitted to practise in New South Wales.
- (b) I am giving this certificate in accordance with Section 66W of the *Conveyancing Act 1919 (NSW)* with reference to a contract for the sale of property known as //12// //13//, //14// from //5// as vendor to

as purchaser in order that *//61// the cooling-off period be shortened to //61a// *//62// there is no cooling-off period* in relation to that contract.

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

the purchaser / an officer of the purchaser corporation or a person involved in the management of its affairs:

- (i) the effect of the contract for the purchase of that property;
- (ii) the nature of this certificate;
- (iii) the effect of giving this certificate to the vendor, that is, that *//61// the cooling-off period under Section 66S of the *Conveyancing Act (NSW)* is shortened to //61a// *//62// there is no cooling-off period* in relation to the contract.

Dated:

Signed: _____

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

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

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.

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 2/31708

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
16/7/2013	11:52 AM	5	9/12/2010

LAND

LOT 2 IN DEPOSITED PLAN 31708
LOCAL GOVERNMENT AREA WARRINGAH
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP31708

FIRST SCHEDULE

RAYMOND DONALD KEIPERT
LEONIE ELIZABETH KEIPERT
AS JOINT TENANTS (CN AF932382)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 J185125 COVENANT
- 3 AF932383 MORTGAGE TO BANK OF WESTERN AUSTRALIA LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

mlk/KePERT

PRINTED ON 16/7/2013

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

Fee:— £ s d.
 Lodgment 1 1
 Endorsement 1 1
 Certificate 1 1
 1 1
 1 1
 1 1

R.P. 12A. No. **J 185125**

New South Wales

MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900.)



£ 3:10:—
 23-10-62



I, **JOHN LEAHY** of North Sydney, Company Director

(herein called transferor)

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 **ONE THOUSAND SIX HUNDRED AND SEVENTY-FIVE POUNDS**

(£1,675:0:0) (the receipt whereof is hereby acknowledged) paid to me by **CAMPBELL MATTHEW EARL** of Beacon Hill, Contractor and in consideration of **ONE HUNDRED POUNDS** (£100:0:0) (The receipt whereof is hereby acknowledged)

paid to the said Campbell Matthew Earl by **A.L. JACK & CO. PTY. LIMITED**: (herein called the transferee) do hereby as the request and by the direction of the said Campbell Matthew Earl (testified by his execution hereof) transfer to the said

do hereby transfer to

A. L. JACK & CO. PTY. LIMITED
(herein called transferee)

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

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
<u>CUMBERLAND</u>	<u>MANLY COVE</u>	<u>WHOLE</u>	<u>6228</u>	<u>167</u>	

This must not be declared
 number.
 any or handwriting in the
 margin should not extend
 any margin. Handwriting
 must be clear and legible and
 permanent black non-copying
 ink.

If a fee exists, enter on "in
 fee simple" and indicate the
 required alteration.

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.

The description 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. If part only of the
 land comprised in a Certificate
 or Certificate of Title is to be
 transferred add "and being Lot
 no. R.P. " or "being
 the land shown in the plan
 covered hereto" or "being the
 portion of the land in certificate
 (or grant) registered Vol.
 Fol.

Where the consent of the Local
 Council in a subdivision is
 required the certificate and plan
 mentioned in the Local Govern-
 ment Act, 1915, should accom-
 pany the transfer.

And the transferee covenant(s) with the transferor his executors administrators and assigns for the benefit of any adjoining land owned by the Transferor, but only during the ownership thereof by the Transferor his executors administrators and assigns other than purchaser on sale that no fence shall be erected on the property hereby sold to divide it from such adjoining land without the consent of the Transferor his executors administrators or assigns, but such consent shall not be withheld if such fence is erected without expense to the Transferor his executors administrators or assigns and in favour of any person dealing with the Transferee or his assigns, such consent shall be deemed to have been given in respect of every such fence for the time being erected. And this restriction may be released, varied or modified by the owner or owners for the time being of such adjoining land.

*Strike out if unnecessary, or
mutually agreed,
(3) if any conditions herein
be varied or any ex-
ceptions to be made; or
(4) if the Statutory con-
sents 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
1984.

And the Transferee further covenants with the Transferor his executors, administrators and assigns to the following effects:-

- (a) That no building shall be erected on the land hereby transferred having any external wall other than of brick or stone or wood of any two or more of these materials.
- (b) That no main building shall be erected on the land hereby transferred having an overall internal floor area of less than 1,000 square feet.
- (c) That the land to which the benefit of this covenant is appurtenant is the land in Deposited Plan No. 31708 other than the land hereby transferred.
- (d) That the land to which the burden of this covenant is appurtenant is the land hereby transferred.
- (e) That this covenant may be released varied or modified as regards the land hereby transferred by the Registered Proprietor at such time of the land in Deposited Plan No. 31708 other than the land hereby transferred.

ENCUMBRANCES, &c, REFERRED TO.*

-- N I L --

* A very short note will suffice.

K100-3 1-07

No. **J 185125**

LODGED BY _____
 D. G. L. & CO.
 ARCHITECTS
 4 CASTLEMAN AG 1 ST.,
 SYDNEY.
 BY 3107 BY 3518

FEES.
 The Fees, which are payable on lodgment, are as follows:—
 (a) £2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise £2 5s. 0d. 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 10s. 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.
 (c) Where a new Certificate of Title must issue the scale charges are—
 (i) £2 for every Certificate of Title not exceeding 18 folios and without diagram;
 (ii) £2 10s. 0d. for every Certificate of Title not exceeding 18 folios with one simple diagram;
 (iii) as approved where more than one simple diagram, or an extensive diagram will appear.
 Where the engrossing exceeds 18 folios, an amount of 5s. per folium, extra fee is payable.

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

1	} Received Docs. Nos. Receiving Clerk.
2	
3	
4	
5	
6	

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 applicable 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 <i>Subject to loan</i>
Checked by	Particulars entered in Register Book, Volume <i>8228</i> Folio <i>167</i>
Passed (in S.D.B.) by	
Signed by	the <i>26th</i> day of <i>November</i> 19 <i>67</i> at <i>20</i> minutes past <i>2</i> o'clock in the <i>after</i> noon. <i>[Signature]</i> 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 Engrs. Office		
Cancellation Clerk		
Vol. _____	Fol. _____	

COMMISSION TAKE NOTED IN
 REGISTRATION DEPARTMENT
 JP 31120

FELT INCHES	METRES
1	0.025
2	0.051
3	0.076
4	0.102
5	0.127
6	0.152
7	0.178
8	0.203
9	0.229
10	0.254
11	0.279
12	0.305
13	0.330
14	0.355
15	0.381
16	0.406
17	0.432
18	0.457
19	0.482
20	0.508
21	0.533
22	0.558
23	0.584
24	0.609
25	0.634
26	0.660
27	0.685
28	0.710
29	0.736
30	0.761
31	0.786
32	0.812
33	0.837
34	0.862
35	0.888
36	0.913
37	0.938
38	0.964
39	0.989
40	1.014
41	1.040
42	1.065
43	1.090
44	1.116
45	1.141
46	1.166
47	1.191
48	1.217
49	1.242
50	1.267
51	1.293
52	1.318
53	1.343
54	1.369
55	1.394
56	1.419
57	1.444
58	1.470
59	1.495
60	1.520
61	1.546
62	1.571
63	1.596
64	1.622
65	1.647
66	1.672
67	1.698
68	1.723
69	1.748
70	1.774
71	1.799
72	1.824
73	1.850
74	1.875
75	1.900
76	1.926
77	1.951
78	1.976
79	2.002
80	2.027
81	2.052
82	2.078
83	2.103
84	2.128
85	2.154
86	2.179
87	2.204
88	2.230
89	2.255
90	2.280
91	2.306
92	2.331
93	2.356
94	2.382
95	2.407
96	2.432
97	2.458
98	2.483
99	2.508
100	2.534
101	2.559
102	2.584
103	2.610
104	2.635
105	2.660
106	2.686
107	2.711
108	2.736
109	2.762
110	2.787
111	2.812
112	2.838
113	2.863
114	2.888
115	2.914
116	2.939
117	2.964
118	2.990
119	3.015
120	3.040
121	3.066
122	3.091
123	3.116
124	3.142
125	3.167
126	3.192
127	3.218
128	3.243
129	3.268
130	3.294
131	3.319
132	3.344
133	3.370
134	3.395
135	3.420
136	3.446
137	3.471
138	3.496
139	3.522
140	3.547
141	3.572
142	3.598
143	3.623
144	3.648
145	3.674
146	3.699
147	3.724
148	3.750
149	3.775
150	3.800
151	3.826
152	3.851
153	3.876
154	3.902
155	3.927
156	3.952
157	3.978
158	4.003
159	4.028
160	4.054
161	4.079
162	4.104
163	4.130
164	4.155
165	4.180
166	4.206
167	4.231
168	4.256
169	4.282
170	4.307
171	4.332
172	4.358
173	4.383
174	4.408
175	4.434
176	4.459
177	4.484
178	4.510
179	4.535
180	4.560
181	4.586
182	4.611
183	4.636
184	4.662
185	4.687
186	4.712
187	4.738
188	4.763
189	4.788
190	4.814
191	4.839
192	4.864
193	4.890
194	4.915
195	4.940
196	4.966
197	4.991
198	5.016
199	5.042
200	5.067
201	5.092
202	5.118
203	5.143
204	5.168
205	5.194
206	5.219
207	5.244
208	5.270
209	5.295
210	5.320
211	5.346
212	5.371
213	5.396
214	5.422
215	5.447
216	5.472
217	5.498
218	5.523
219	5.548
220	5.574
221	5.599
222	5.624
223	5.650
224	5.675
225	5.700
226	5.726
227	5.751
228	5.776
229	5.802
230	5.827
231	5.852
232	5.878
233	5.903
234	5.928
235	5.954
236	5.979
237	6.004
238	6.030
239	6.055
240	6.080
241	6.106
242	6.131
243	6.156
244	6.182
245	6.207
246	6.232
247	6.258
248	6.283
249	6.308
250	6.334
251	6.359
252	6.384
253	6.410
254	6.435
255	6.460
256	6.486
257	6.511
258	6.536
259	6.562
260	6.587
261	6.612
262	6.638
263	6.663
264	6.688
265	6.714
266	6.739
267	6.764
268	6.790
269	6.815
270	6.840
271	6.866
272	6.891
273	6.916
274	6.942
275	6.967
276	6.992
277	7.018
278	7.043
279	7.068
280	7.094
281	7.119
282	7.144
283	7.170
284	7.195
285	7.220
286	7.246
287	7.271
288	7.296
289	7.322
290	7.347
291	7.372
292	7.398
293	7.423
294	7.448
295	7.474
296	7.499
297	7.524
298	7.550
299	7.575
300	7.600
301	7.626
302	7.651
303	7.676
304	7.702
305	7.727
306	7.752
307	7.778
308	7.803
309	7.828
310	7.854
311	7.879
312	7.904
313	7.930
314	7.955
315	7.980
316	8.006
317	8.031
318	8.056
319	8.082
320	8.107
321	8.132
322	8.158
323	8.183
324	8.208
325	8.234
326	8.259
327	8.284
328	8.310
329	8.335
330	8.360
331	8.386
332	8.411
333	8.436
334	8.462
335	8.487
336	8.512
337	8.538
338	8.563
339	8.588
340	8.614
341	8.639
342	8.664
343	8.690
344	8.715
345	8.740
346	8.766
347	8.791
348	8.816
349	8.842
350	8.867
351	8.892
352	8.918
353	8.943
354	8.968
355	8.994
356	9.019
357	9.044
358	9.070
359	9.095
360	9.120
361	9.146
362	9.171
363	9.196
364	9.222
365	9.247
366	9.272
367	9.298
368	9.323
369	9.348
370	9.374
371	9.399
372	9.424
373	9.450
374	9.475
375	9.500
376	9.526
377	9.551
378	9.576
379	9.602
380	9.627
381	9.652
382	9.678
383	9.703
384	9.728
385	9.754
386	9.779
387	9.804
388	9.830
389	9.855
390	9.880
391	9.906
392	9.931
393	9.956
394	9.982
395	10.007
396	10.032
397	10.058
398	10.083
399	10.108
400	10.134
401	10.159
402	10.184
403	10.210
404	10.235
405	10.260
406	10.286
407	10.311
408	10.336
409	10.362
410	10.387
411	10.412
412	10.438
413	10.463
414	10.488
415	10.514
416	10.539
417	10.564
418	10.590
419	10.615
420	10.640
421	10.666
422	10.691
423	10.716
424	10.742
425	10.767
426	10.792
427	10.818
428	10.843
429	10.868
430	10.894
431	10.919
432	10.944
433	10.970
434	10.995
435	11.020
436	11.046
437	11.071
438	11.096
439	11.122
440	11.147
441	11.172
442	11.198
443	11.223
444	11.248
445	11.274
446	11.299
447	11.324
448	11.350
449	11.375
450	11.400
451	11.426
452	11.451
453	11.476
454	11.502
455	11.527
456	11.552
457	11.578
458	11.603
459	11.628
460	11.654
461	11.679
462	11.704
463	11.730
464	11.755
465	11.780
466	11.806
467	11.831
468	11.856
469	11.882
470	11.907
471	11.932
472	11.958
473	11.983
474	12.008
475	12.034
476	12.059
477	12.084
478	12.110
479	12.135
480	12.160
481	12.186
482	12.211
483	12.236
484	12.262
485	12.287
486	12.312
487	12.338
488	12.363
489	12.388
490	12.414
491	12.439
492	12.464
493	12.490
494	12.515
495	12.540
496	12.566
497	12.591
498	12.616
499	12.642
500	12.667
501	12.692
502	12.718
503	12.743
504	12.768
505	12.794
506	12.819
507	12.844
508	12.870
509	12.895
510	12.920
511	12.946
512	12.971
513	12.996
514	13.022
515	13.047
516	13.072
517	13.098
518	13.123
519	13.148
520	13.174
521	13.199
522	13.224
523	13.250
524	13.275
525	13.300
526	13.326
527	

PRINCE CHARLES (60' WIDE)

THE

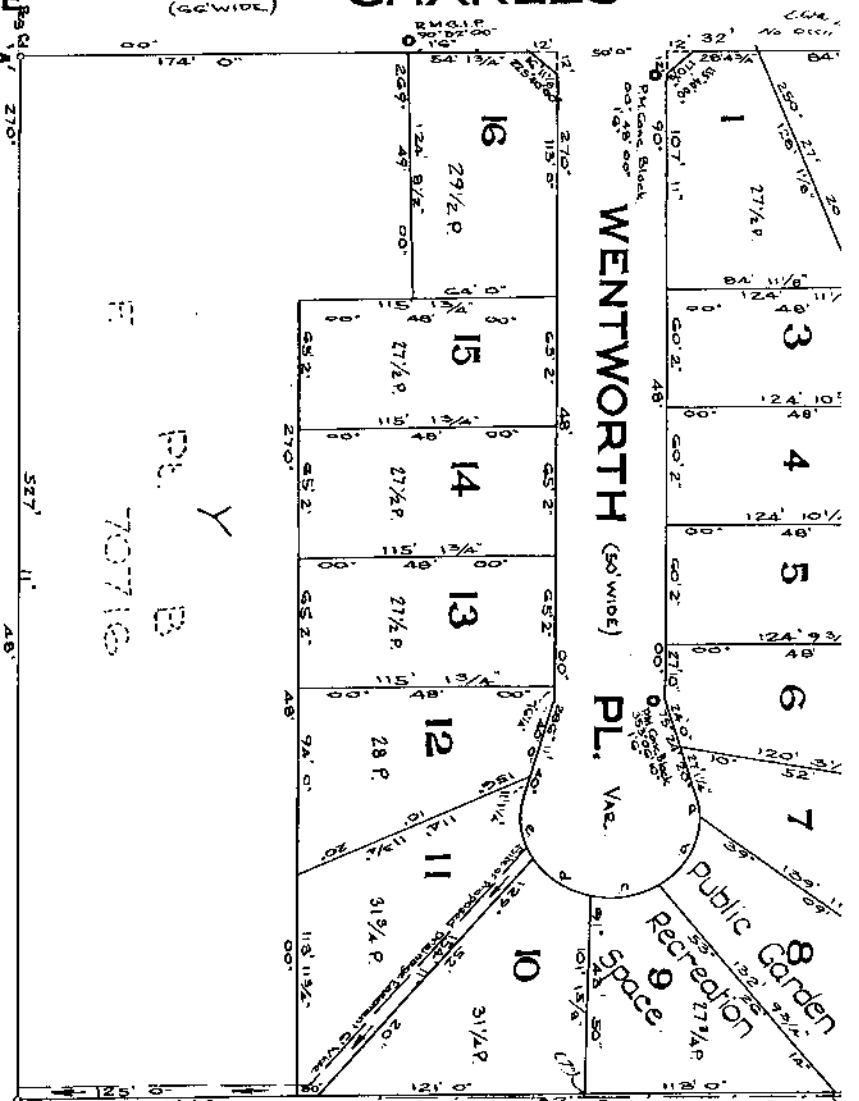
(60' WIDE)

ESPLANADE

WENTWORTH PL. VAR.

(50' WIDE)

Public Garden
Recreation
Space



SCHEDULE OF AREAS

AREA	AREA	AREA	AREA
AFC	1.00	1.00	1.00
R.S.	1.00	1.00	1.00
C.V.	1.00	1.00	1.00
...

F877835 (Campy)

Approved by the Council and Certified in accordance with the Provisions of Section 327 of the Local Government Act, 1919.

Subdivision No.

Council Clerk

Datum line of Azimuth 'A-B'

NOTE:
 It is intended to dedicate Wentworth Place 50' wide & variable to the public.
 It is intended to create drainage easements in favour of Warringah Shire Council over that part of lot 11 noted on plan as 'Site of Proposed Drainage Easement & Width' a purtendant to Wentworth Place.

I, Kelvin Wilson Alexander

of Brown & Vaile

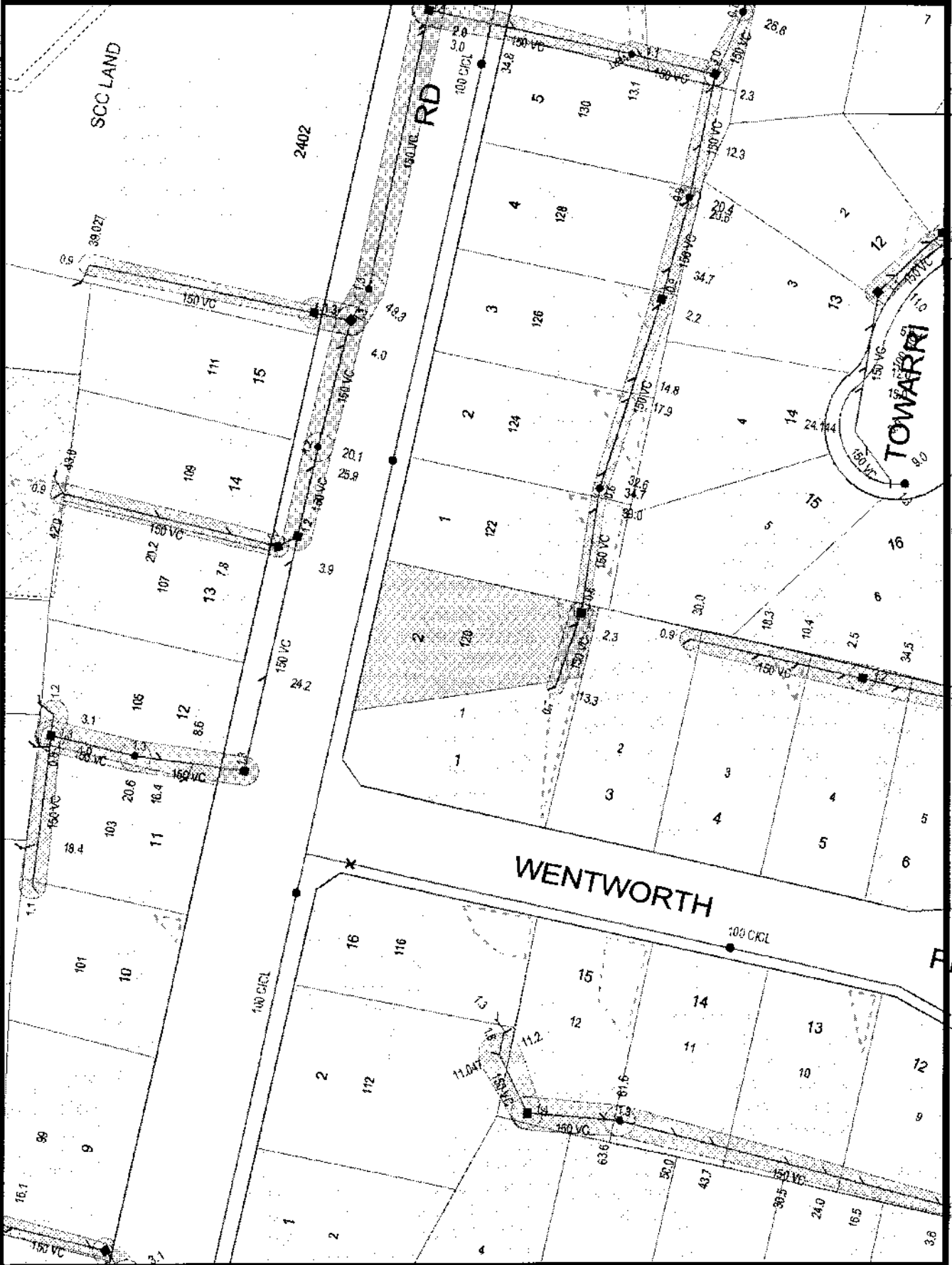
a surveyor registered under the Surveyors Act, 1929-1946, hereby certify that the survey represented in this plan is accurate and has been made (1) under my immediate supervision in accordance with the Survey Practice Regulations, 1933, and was completed on 3-10-60.

(Signature) *Kevin Alexander*
 Surveyor registered under the Surveyors Act, 1929-46.

CONVERSION TABLE ADDED IN REGISTER GENERAL'S DEPARTMENT

OF 3193	CONTINUED
AC 80 p	30 m
.. 27 1/2	695.4
.. 27 3/4	701.9
.. 28 1/2	708.2
.. 29 1/2	714.5
.. 30 1/2	720.8
.. 31 1/2	727.1
.. 32 1/2	733.4
.. 33 1/2	739.7

* Shells not under (1) or (2).
 † Inner file of Survey.



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

9454



Date Printed: 17 July 2013

Certificate Number: PLC2013/2655

Applicant Reference: mik/Keper/1046771

Receipt Number: 100199131

InfoTrack

DX 578

SYDNEY

Property Address: 120 Prince Charles Road BELROSE NSW 2085

Legal Description: Lot 2 DP 31708

Property ID: 130224

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).

a) Draft State Environmental Planning Policy (Competition) 2010

b) The following planning proposals may affect the land:

Date of Council Resolution	Outline of Planning Proposal	Land to which Planning Proposal applies
14 February 2012	Amends WLEP 2011. Rezone land from RE2 Private Recreation to R2 Low Density Residential and part RE1 Public Recreation.	26 Campbell Avenue, Cromer (Lot 61 DP611195)
28 February 2012	Amends WLEP 2011. Reclassify portion of public car park from "community land" to "operational land" for the purposes of the Local Government Act 1993 (NSW)	Part of Collaroy Beach car park (Part of Lot 1 DP346265)
27 March 2012	Amends WLEP 2000 and WLEP 2011. Rezone land from B2 Oxford Falls Valley Locality (WLEP 2000) to R2 Low Density Residential (WLEP 2011).	Land in the vicinity of Dawes and Perentie Roads, Belrose
28 August 2012	Amends WLEP 2011 to correct identified anomalies and errors and improve its operation	Warringah Local Government Area
26 March 2013	Amends WLEP2011, by updating Schedule 5 Environmental Heritage and the Heritage Maps.	Land within the Warringah Local Government Area

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



Warringah Development Control Plan

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

2. *Zoning and land use under relevant LEPs*

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

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

LEP - Land zoned R2 Low Density Residential

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

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

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

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

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

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

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

No

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

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

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

No

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

No

2.2 *Draft Local Environmental Plan – if any*

Please refer to the table in Question 1.2.

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

(a) In relation to the Heritage Planning Proposal, whether a new item of environmental heritage is proposed on the land

No

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

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

Yes

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



Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

Yes

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

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

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

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

No

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

No

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

No

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

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

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

No

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

No

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

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

No



(b) any environmental planning instrument

No

(c) any resolution of Council.

No

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

(a) as adopted by Council

No

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

No

- 7A. *Flood related development controls information*

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

No

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

No

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

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

No

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

Warringah Section 94A Development Contributions Plan 2013 (adopted 25 June 2013 effective 1 July 2013). Please contact Council's Planning and Assessment Counter for more information.

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

No

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

No

11. *Bush Fire Prone Land*

No

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

No

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

No

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



No

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

No

For what period is the certificate current?

not applicable

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

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

No

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

No

For what period is the certificate current?

not applicable

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

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

No

For what period is the certificate current?

Not Applicable

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

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

No

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

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

No

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

No

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

No

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

No

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



No

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



Disclaimer

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

for Rik Hart
GENERAL MANAGER
WARRINGAH COUNCIL



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

Clause 1.1 of the Section 149(2) Certificate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

STATE ENVIRONMENTAL PLANNING POLICY (MAJOR PROJECTS) 2005

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

STATE ENVIRONMENTAL PLANNING POLICY (Sydney Region Growth Centres) 2006

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

STATE ENVIRONMENTAL PLANNING POLICY (INFRASTRUCTURE) 2007

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

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

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

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

Gazetted: 12.12.2008 – Commenced 27.02.2009

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

STATE ENVIRONMENTAL PLANNING POLICY (AFFORDABLE RENTAL HOUSING) 2009

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



EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone R2 Low Density Residential

1 Objectives of zone

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

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

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

4 Prohibited

Any development not specified in item 2 or 3



**Warringah
Council**

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31 565 068 406

23 July 2013

InfoTrack
DX 578
SYDNEY

Dear Sir/Madam

**Re: 88G2013/0009– 120 Prince Charles Road BELROSE NSW 2085- Lot 2 DP
31708 - Certificate Pursuant to Section 88G of the Conveyancing Act, 1919. (As
amended)**

Council hereby certifies in accordance with section 88G of the Conveyancing Act, that no amount is due or payable to, in respect of the Positive Covenant burdening the above Property, and that no work, the cost of which may be recovered by Council under the Covenant, has been carried out.

Yours sincerely

Robert Barbuto
Stormwater & Development Engineering Manager

Enquiries: Paul David on 9942 2111
