

# Contract for the sale and purchase of land 2016 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW Duty:</b>
vendor's agent	<b>McGrath Epping ACN Suite A, Ground Floor/3 Carlingford Road, Epping, NSW 2121</b>	<b>Phone: 02 9877 4064 Fax: 02 9877 4099</b>

co-agent

vendor **Hee Loong Wong**

vendor's solicitor	<b>Your Legal Company Level 1, Office 6, 90 John Street, Cabramatta NSW 2166</b>	<b>Phone: 02 9726 8860 Fax: 02 9726 8839 Ref: LL:17195</b>
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date for completion **42nd day after the date of this contract (clause 15)**  
 land (address, plan details and title reference) **89/7 Chapman Avenue, Beecroft, New South Wales 2119  
Registered Plan: Lot 89 Plan SP 90780  
Folio Identifier 89/SP90780**

improvements  VACANT POSSESSION  subject to existing tenancies  
 HOUSE  garage  carport  home unit  carspace  storage space  
 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	<input type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input type="checkbox"/> 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)

buyer's agent deposit to be invested  NO  Yes

vendor \_\_\_\_\_ witness \_\_\_\_\_

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

purchaser  JOINT TENANTS  tenants in common  in unequal shares \_\_\_\_\_ witness \_\_\_\_\_

## Choices

vendor agrees to accept a **deposit-bond** (clause 3)  
**proposed electronic transaction** (clause 30)

NO  yes  
 NO  yes

## 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 38-0  
 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

W. Herrmann Strata Services

20 King Street, Rockdale NSW 2216 P: 02 9597 3655

## List of Documents

## General

- 1 property certificate for the land  
 2 plan of the land  
 3 unregistered plan of the land  
 4 plan of land to be subdivided  
 5 document that is to be lodged with a relevant plan  
 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)  
 7 section 149(5) information included in that certificate  
 8 service location diagram (pipes)  
 9 sewerage service diagram (property sewerage 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 building certificate given under *legislation*  
 14 insurance certificate (Home Building Act 1989)  
 15 brochure or warning (Home Building Act 1989)  
 16 lease (with every relevant memorandum or variation)  
 17 other document relevant to tenancies  
 18 old system document  
 19 Crown purchase statement of account  
 20 building management statement  
 21 form of requisitions  
 22 *clearance certificate*  
 23 land tax certificate

## Swimming Pools Act 1992

- 24 certificate of compliance  
 25 evidence of registration  
 26 relevant occupation certificate  
 27 certificate of non-compliance  
 28 detailed reasons for non-compliance

## Strata or community title (clause 23 of the contract)

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

## Other

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## WARNING— SWIMMING POOLS

An owner of a 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.

## 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.

## 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:

Australian Taxation Office	NSW Department of Education
Council	NSW Fair Trading
County Council	NSW Public Works
Department of Planning and Environment	Office of Environment and Heritage
Department of Primary Industries	Owner of adjoining land
East Australian Pipeline Limited	Privacy
Electricity and gas authority	Roads and Maritime Services
Land & Housing Corporation	Telecommunications authority
Local Land Services	Transport for NSW
Mine Subsidence Board	Water, sewerage or drainage authority

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 2010 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. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

## 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 Model and Guidelines).

## AUCTIONS

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> <i>solicitor</i> or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

## 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 by giving cash (up to \$2,000) or by unconditionally giving 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 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 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*, 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 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

### 4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 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.

### 5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* it –
- 5.2.1 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;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

### 6 Error or misdescription

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

### 7 Claims by purchaser

- The purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* 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 rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 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 *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or

- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act*.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment, pay an expense of another party or pay an amount payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the amount; but
- 13.3.2 if this contract says this sale is a taxable supply, and payment would entitle the *party* to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other 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 Date for completion**
- The *parties* must complete by the date for completion 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 a *party 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* –
- 16.7.1 the price less:
- any deposit paid;
  - if clause 31 applies, the *remittance amount*; and
  - any amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 Normally, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 Normally, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 Normally, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 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 *servicing* 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, 17, 24, 30 and 31 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* (including any percentage or rate specified in *legislation*) is also 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 *servicing* 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 pages 1 and 2) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

**21 Time limits in these provisions**

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 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 s109 Strata Schemes Management Act 1996 or s26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 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 after the expiry of any cooling off period, 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 –
- a disclosure statement required by the Retail Leases Act 1994 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 Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - 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;
- 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 (an attornment notice) 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 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.

## 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 date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.

28.6 Clauses 28.2 and 28.3 apply to another 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; and

29.7.3 the date for completion becomes the later of the date for completion 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; or
- 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 date for completion becomes the later of the date for completion 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.

## 30 Electronic transaction

30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –

30.1.1 this contract says that it is a proposed *electronic transaction*; and

30.1.2 the purchaser serves a notice that it is an *electronic transaction* within 14 days of the contract date.

30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* serves a notice that it will not be conducted as an *electronic transaction*.

30.3 If, because of clause 30.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –

30.3.1 each *party* must –

- bear equally any disbursements or fees; and
- otherwise bear that *party*'s own costs;

associated with the agreement under clause 30.1; and

30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –

30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;

30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;

30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;

- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after receipt of the purchaser's notice under clause 30.1.2; and
  - before the receipt of a notice given under clause 30.2;
- is taken to have been received by that *party* at the time determined by s13A of the Electronic Transactions Act 2000; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 Normally, the vendor must *within 7 days* of receipt of the notice under clause 30.1.2 –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion; and
- 30.9.2 the vendor must populate the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 30.10.2 all certifications required by the ECNL are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 16.8, 16.12, 16.13, 31.2.2 and 31.2.3 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 normally, the *parties* must choose that financial settlement not occur; however

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
  - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                               |   |
|-------------------------------|---|
| <i>adjustment figures</i>     | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>   | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;  |
| <i>completion time</i>        | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <i>discharging mortgagee</i>  | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i>                   | the Electronic Conveyancing National Law (NSW);   |
| <i>electronic document</i>    | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;   |
| <i>electronic transfer</i>    | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;  |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;   |
| <i>incoming mortgagee</i>     | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;  |
| <i>mortgagee details</i>      | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;  |
| <i>participation rules</i>    | the participation rules as determined by the <i>ENCL</i> ;  |
| <i>populate</i>               | to complete data fields in the <i>Electronic Workspace</i> ; and  |
| <i>title data</i>             | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .   |
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of the purchaser's submission of a purchaser payment notification to the Australian Taxation Office;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves a *clearance certificate* in respect of every vendor, clauses 31.2 and 31.3 do not apply.

**SPECIAL CONDITIONS ANNEXED TO CONTRACT FOR THE SALE OF LAND –  
2016 EDITION**

**30 Amendments to standard clauses of the contract**

---

The standard clauses of this contract are herein deemed to be amended as follows:

Clause 1 – delete the words “a building society, credit union or other FCA institution as defined in Cheque Act 1986; that carries on business in Australia; or”.

Clause 3 – delete

Clause 4.5 – delete

Clause 5.3 – delete

Clause 7.1.1 – the words “exceeds 5% of the price” is replaced by “exceeds 0.5% of the price”.

Clause 8.1 – delete the words “on reasonable grounds”.

Clause 14.2-the addition of the following sentence after the word “completion”: -  
“The amounts and figures for water consumption furnished by the relevant water rating authority even if estimated or provisional shall be conclusive for the purposes of such apportionment and adjustment ....”

Clauses 14.4.1 – inserting “and” at the end of clause.

Clause 16.5 – delete the words “plus another 20% of that fee”.

Clause 16.6 – add the words “at least seven (7) days prior to completion” after the words “on any of the land”

Clause 16.8 – delete.

Clause 16.12 – delete the words “if it is in NSW, but the Vendor must pay the Purchaser’s additional expenses, including any agency or mortgagee fee”.

Clause 16.13 – replace by: “If the purchaser requests the vendor to complete this contract at a place that is not the completion address and the vendor in its absolute discretion agrees to do so, then the purchaser shall:

- (i) pay to Vendor’s solicitors a fee of:
  - \$88.00 (inclusive of GST) if the location for settlement requested by the purchasers is some place in The Central Business District of Sydney; or
  - \$132.00 (inclusive of GST) if the location for settlement if the location for settlement requested by the purchaser is the Law Society or other venue where stamping can be effected; and
- (ii) reimburse to the vendor any additional fees incurred by the vendor to mortgagees or any other person required by the vendor to be in attendance at the settlement at the location requested by the purchasers”

### **31 Inspections by Purchaser**

---

The property and any furnishings or chattels referred to in this agreement are sold in their present conditions and state of repair subject to all defects (latent or patent) infestation and dilapidation and all damage wear and tear pending completion. The purchaser cannot make a claim, objection or requisition or rescind or terminate in respect of a defect in or any lack or repair of the improvements (or any part of the improvements), furnishings or chattels.

### **32 Representations, warranties and acknowledgements**

---

The Purchaser enters into this agreement entirely as a result of the Purchaser's own enquiries and the Purchaser warrants that the Vendor has not nor has anyone on the Vendor's behalf made any representation other than as set out in this agreement which has in any manner influenced the Purchaser to enter into this agreement. The Purchaser does not rely on any representation letter document correspondence or arrangement whether oral or in writing as adding to or amending the terms conditions warranties and arrangements set out in this written agreement.

### **33 Purchaser warranty on Agent**

---

The Purchaser warrants that the Purchaser was not introduced to the Vendor of the Property by any real estate agent except the agent (if any) named in this agreement and the Purchaser indemnifies the Vendor against any claim for commission which might be made by any agent resulting from an introduction forming a breach of such warranty and against all costs and expenses incidental to defending any such claim.

It is agreed that these indemnities shall be continuing indemnities not merging on completion.

### **34 Provision on death, mental illness, liquation**

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Without in any manner negating limiting or restricting any rights or remedies which would have been available to the Vendor at Law or in Equity had this clause not been included herein, should either party prior to completion:

- a. die or become mentally ill; or
- b. being a company resolve to go into liquidation or have petition for the winding up or enter into any scheme of arrangement with its creditors pursuant to the provisions of Corporations Law or should any Receiver liquidator (provisional or otherwise) or Receiver Manager be appointed;

then the other party may rescind the within agreement by notice in writing and thereupon the within agreement shall be at as end and the provisions of Clause 19 shall apply.

### **35 Purchaser's obligations**

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In the event that the Purchaser changes solicitors without notifying the Vendor in writing of such change then the solicitor lastly acting for the Purchaser shall be deemed to remain and be the solicitor for the Purchaser for the purposes of this agreement until notice in writing signed by the Purchaser of such change is received by the Vendor.

### **36 Late completion**

---

The Purchaser shall pay interest to the Vendor on the balances of purchase price as from the date herein stipulated for completion at the rate of 12% per annum until completion and other expenses incurred by the Vendor as a consequence of the delay, unless at the date stipulated for completion the Vendor is unable or unwilling to complete in which even interest shall not commence to run until the Vendor is ready willing and able to complete.

### **37 FIRB approval**

---

The Purchaser warrants it does not require the consent of the Foreign Review Board to the purchase of the property and in the event, notwithstanding this warranty, that any fine or penalty is incurred by the Vendor for any non compliance to the Act relating to the foreign acquisition of certain land interests and to foreign control of certain business enterprises and mineral rights then the Purchase shall indemnify and keep indemnified the Vendor against such fine or penalty.

### **38 Investment of deposit**

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Further to clause 3 of the Contract the Vendor and the Purchaser acknowledge that each is aware of the provisions of the taxation laws relating to tax file numbers and in particular that if a tax file number or claim for exemption is note quoted to an investment body, it will deduct tax from the unattributed income. Unattributed income is income from an investment for which the investor has not quoted a tax file number or informed the investment body that the investor is exempt from quoting the investor's tax file number

### **39 Completion**

---

The Purchaser shall not be entitled to require the Vendor prior to completion to register a Discharge of any Mortgage or Change or Withdrawal of any Caveat affecting the subject land. If at the date of completion of this Contract there is noted on any certificate of Title in respect of the property or any part thereof any Mortgage, Charge or Caveat, the Purchaser will accept a Discharge or Withdrawal thereof so far as the same relates to the property.

### **40 Release of deposit**

---

The Purchaser agrees to release the whole or that part of the deposit as the Vendor requires at such time as the Vendor may require to be used by the Vendor for the payment of the whole or part of the deposit payable by the Vendor on another property and stamp duty on the contract in respect of the purchase of such other property, or any other amount which the Vendor may require for any reason whatsoever prior completion of this Contract. If such release is required at the time of making this contract, then the deposit shall be paid in the manner direct by the Solicitor for the Vendor otherwise the deposit or part thereof shall be released by the deposit holder as directed in writing by Vendor's solicitors. The Purchaser shall not be entitled to make any claim for loss of interest which would otherwise be payable pursuant to clause 3 thereof.

### **41 Survey Report/Building Certificate**

---

The property is sold subject to all matters disclosed in or ascertainable from the survey report or building certificate, if any, which annexed hereto. Subject to the Conveyancing (Sale of Land) Regulation 1995, the Purchaser shall not entitled to

raise any objection, requisition or claim for compensation in respect of any matters disclosed in or ascertainable there from nor shall the Purchase on that account be entitled to rescind the Contract.

#### **42 Rescission pursuant to Section 66U of the Conveyancing ACT 1919**

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If the purchaser serves a notice of rescission as provided for in Section 66U of the Conveyancing Act 1919 the deposit holder is authorised and directed to disburse and pay the deposit as follows:

- a. To the vendor – the amount forfeited under Section 66V of that Act (0.25% of the purchase price), and
- b. To the purchaser – the balance of the deposit

#### **43 Exchange on less than ten percent (10%) Deposit**

---

The Purchaser acknowledges that the Deposit payable hereunder is ten percent (10%) of the Purchase Price.

The Purchaser acknowledges that they have entered into this Agreement upon the part payment of the Deposit by way of a sum of less than ten percent (10%) of the Purchase Price stipulated herein.

The balance of the Deposit payable hereunder shall be paid by the Purchaser on completion of this Contract or upon termination of this Contract by the Vendor. If the Vendor terminates this Contract the Vendor shall in addition to any rights and remedies conferred on it by law and or equity have the right to sue the Purchaser for the unpaid balance of the Deposit.

This clause 43 shall not merge on termination of this Contract.

#### **44 Particulars of Title**

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Notwithstanding any provision herein to the contrary the purchasers shall not be entitled to request particulars of the vendor's title. The purchaser agrees that sufficient particulars of the vendor's title are disclosed in the contract.

The purchase shall not be entitled to make any requisition objection or claim for compensation in respect of any of the following:

- a. Any encroachments by upon the subject property;
- b. The position of any building fences structures improvements drains pipes or electrical cables (if any);
- c. Any other matter which may be referred to or disclosed in a survey report whether such survey report is annexed hereto or not.

#### **45 Swimming Pool**

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If the property contains a swimming pool, then

- a. The Vendor does not warrant that the swimming pool on the property complies with the requirements imposed by the Swimming Pools Act 1992 and the regulations prescribed under that Act;

- b. The Purchaser agrees that after completion the purchaser will comply with the requirements of the Act and regulations relating to access to the swimming pool, fencing and the erection of a warning notice and this special condition shall not merge upon completion of this Contract.
- c. The Purchaser may not make any claim or raise any requisition whatsoever in the relation to the swimming pool or any non-compliance with the Swimming Pools Act 1992 or other relevant legislation.

**46 Purchaser's Acknowledgement**

---

The Purchasers acknowledge that they are purchasing the property and shall take title thereto subject to existing Water, Sewerage, Drainage, Gas and Electricity, Telephone or other installations or services (hereinafter in the condition referred to as "any service") and shall not make any requisition, objection or claim for compensation in respect of:

- a. The nature, location, availability or non-availability of any service, or
- b. If any such service is a joint service with any other property or properties, or
- c. If any service for any other property or properties of the main, pipes, wires of connections therefore pass through or over the property and vice versa, or
- d. Whether or not the property is subject to or has the benefit of any rights, easements or agreements in respect of any service or the main, pipes or connections there

**47 Notice to complete**

---

It is expressly agreed between the parties hereto that in circumstances justifying the issue of Notice to Complete either party may issue a Notice to Complete requiring completion within fourteen (14) days from the date of service of the said Notice and this period of fourteen (14) days in relation thereto shall be regarded as a reasonable and essential time for completion under this Contract notwithstanding any rule of law or equity to the contrary. A party issuing such a notice shall be at liberty to extend the compliance with the said Notice without prejudice to his continuing right to rely on same or to give any such further Notice.

If the purchaser fails to complete this contract on or before the completion date otherwise than through the fault of the vendor then in addition to the payment of interest pursuant to clause 36 hereof the purchaser shall also pay the vendor the sum of Two Hundred Dollars (\$200.00) to cover legal costs and other expenses incurred as a consequence of delay as a genuine pre estimate of those additional expenses to be allowed by the purchaser to the vendor as an adjustment on completion.

**48 Power Deposit Bond**

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- (a) In this contract, the word "Bond" means the deposit Power Bond issued to the Vendor at the request of the Purchaser by \_\_\_\_\_ (the Guarantor") and in , and to the effect of, the form annexed hereto and marked " \_\_\_\_\_"
- (b) The delivery of the Bond no later than the time of the deposit is required to be paid under this contract to the person ("Depositholder") nominated in this

contract to hold the deposit as stakeholder shall, to the extent of the amount guaranteed under the Bond, be deemed to be payment of the Deposit in accordance with this contract.

- (c) On completion of this contract, the purchaser shall pay to the vendor, in addition to all other moneys payable under this contract, the amount stipulated in the Bond, either by way of cash or unendorsed bank cheque.
- (d) If the Vendor serves on the purchaser a notice of termination, then to the extent that the amount has not already been paid by the Guarantor under the Bond, the purchaser shall forthwith pay the deposit (or so much thereof as has not been paid) to the Depositholder.
- (e) The Vendor acknowledges that payment by the Guarantor under the Bond shall, to the extent of the amount paid, satisfy the purchaser's obligation to pay the deposit under the previous paragraph

#### **49 Smoke Alarms Warning**

---

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.

#### **50 Goods & Services Tax**

---

50.1 In this clause:

"GST" refers to Goods and Services under *A New Tax System (Goods and Services Tax) Act 1999* ("GST Act") and the terms used have the meanings as defined in the GST Act.

50.2 Notwithstanding any other provisions of this agreement, if for any reason whatsoever this sale is not accepted by the Commissioner of Taxation as GST-free, as a non-taxable supply:

- (a) the Purchaser agrees to pay the Vendor, within 14 days after the Vendor's liability for GST on this sale is confirmed by correspondence or an assessment from the Commissioner, the amount of the GST, including any additional penalty and interest;
- (b) The Vendor shall deliver to the Purchaser, as a precondition to such payment, a tax invoice in a form which complies with the GST Act and the regulations at the earliest opportunity after applying and receiving an ABN.

This clause shall not merge on completion.

## **51 Land Tax**

---

Irrespective of any other terms and conditions in this contract should land tax be payable in the hands of the Vendor whether on a single holdings basis or not against the property being sold then land tax will be adjusted on the actual amount assessed against the property.

## **52 S184 certificate**

---

This clause applies only if the land (or part of it) is a Lot in a Strata, Neighbourhood or Community Scheme (or on completion is to be a Lot in a Scheme of that Kind)

The purchaser shall be responsible for applying to the holder of the Strata or Community Title records for the section 184 Certificate under the Strata Schemes Management Act 1996 or for the Section 26 Certificate under the Community Land Management Act 1989. The purchaser shall not be entitled to delay completion or make any requisition or objection arising from the purchaser's failure to apply for the said Certificate.

The vendor hereby authorises the purchaser to apply for the Section 184 Certificate under the Strata Schemes Management Act 1996 or for the Section 26 Certificate under the Community Land Management Act 1989 in relation to the Lot and the purchaser undertakes to provide a copy of the said Certificate to the vendor at least 5 days prior to Completion

Should the purchaser fail to procure the Section 184 Certificate under the Strata Schemes Management Act 1996 or for the Section 26 Certificate under the Community Land Management Act 1989 in relation to the Lot, the vendor shall be entitled to chard liquidated damages in accordance with Special Condition 36.

## **53 Delayed or Cancelled Settlement**

---

In the event that settlement does not take place at the scheduled time, or does not take place at a re-arranged time on that same day due to the default of the purchaser or their mortgagee and through no fault of the vendor, in addition to any other monies payable by the purchaser on completion of this contract, the purchaser must pay an additional \$110 (inclusive of GST) on settlement to cover the legal costs and other expenses incurred as a consequence of the delay.

## **54 Transfer**

---

The purchaser must serve the Transfer in accordance with Clause 4.1. Should the purchaser fail to do so, the purchaser shall be liable to pay \$77.00 to the vendor at settlement, being a fair and reasonable estimate to cover legal costs and other expenses incurred by the vendor.

This is an essential term of the contract and the vendor shall not be required to complete until the necessary adjustment or payment has been made.

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH  
-----

FOLIO: 89/SP90780  
-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
19/6/2017	10:29 AM	2	15/6/2017

LAND  
-----

LOT 89 IN STRATA PLAN 90780  
AT BEECROFT  
LOCAL GOVERNMENT AREA HORNSBY

FIRST SCHEDULE  
-----

HEE LOONG WONG

(T AM480157)

SECOND SCHEDULE (4 NOTIFICATIONS)  
-----

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP90780
- 2 SP90780 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (1) IN THE S.88B INSTRUMENT
- 3 SP90780 POSITIVE COVENANT
- 4 AM480158 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS  
-----

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP90780

SEARCH DATE	TIME	EDITION NO	DATE
19/6/2017	10:30 AM	1	17/5/2017

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 90780  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT BEECROFT  
LOCAL GOVERNMENT AREA HORNSBY  
PARISH OF FIELD OF MARS COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP90780

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 90780  
ADDRESS FOR SERVICE OF DOCUMENTS:  
7 CHAPMAN AVENUE  
BEECROFT  
NSW 2119

SECOND SCHEDULE (12 NOTIFICATIONS)

- RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- ATTENTION IS DIRECTED TO THE RESIDENTIAL SCHEMES MODEL BY-LAWS  
CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE  
AT THE DATE OF REGISTRATION OF THE SCHEME  
KEEPING OF ANIMALS - OPTION B HAS BEEN ADOPTED  
SMOKE PENETRATION - OPTION A HAS BEEN ADOPTED
- J611457 EASEMENT FOR DRAINAGE 1.83 METRE(S) WIDE AFFECTING  
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- DP1203540 EASEMENT TO DRAIN WATER 1.8 METRE(S) WIDE AFFECTING  
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- DP1203540 EASEMENT TO DRAIN WATER 1.8 METRE(S) WIDE APPURTENANT  
TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- DP1208341 EASEMENT FOR ELECTRICITY & OTHER PURPOSES 1.65  
METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED  
IN THE TITLE DIAGRAM
- DP1230326 EASEMENT FOR CHAIR LIFT AND ACCESS 3 METRE(S) WIDE  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM
- SP90780 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (1) IN THE S.88B INSTRUMENT
- SP90780 POSITIVE COVENANT
- SP90780 EASEMENT FOR GARBAGE COLLECTION VARIABLE WIDTH (E)  
(LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (12 NOTIFICATIONS) (CONTINUED)

- BURDENED IN THE TITLE DIAGRAM
- 11 SP90780 RESTRICTION(S) ON THE USE OF LAND (F) AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 12 SP90780 EASEMENT FOR PUBLIC WALKWAY VARIABLE WIDTH (D) (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 90780

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	128	2	85	3	114	4	142
5	82	6	100	7	76	8	114
9	145	10	84	11	101	12	77
13	116	14	147	15	85	16	102
17	78	18	115	19	88	20	87
21	85	22	81	23	177	24	99
25	84	26	82	27	101	28	100
29	85	30	84	31	102	32	101
33	87	34	85	35	104	36	100
37	127	38	85	39	162	40	145
41	146	42	75	43	85	44	141
45	139	46	83	47	119	48	82
49	142	50	142	51	84	52	121
53	84	54	147	55	135	56	85
57	112	58	80	59	171	60	165
61	142	62	100	63	112	64	85
65	142	66	111	67	84	68	111
69	111	70	135	71	81	72	88
73	114	74	85	75	114	76	114
77	137	78	82	79	85	80	117
81	84	82	117	83	111	84	142
85	84	86	90	87	100	88	94
89	127	90	122	91	163	92	136

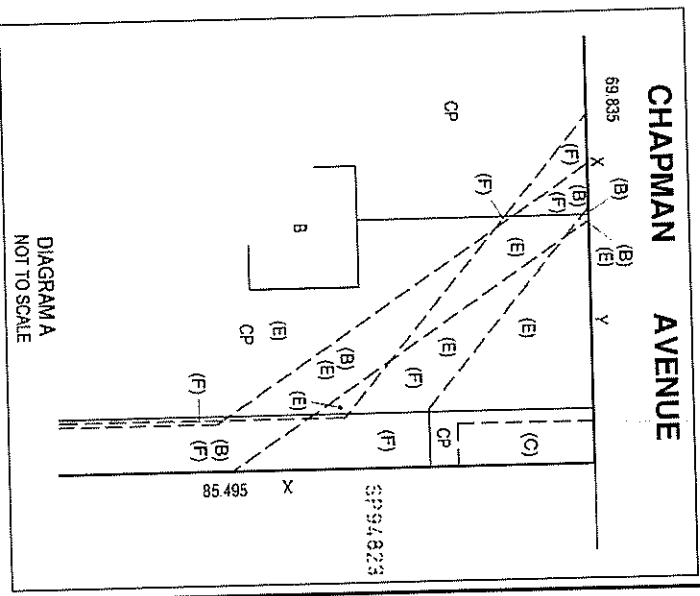
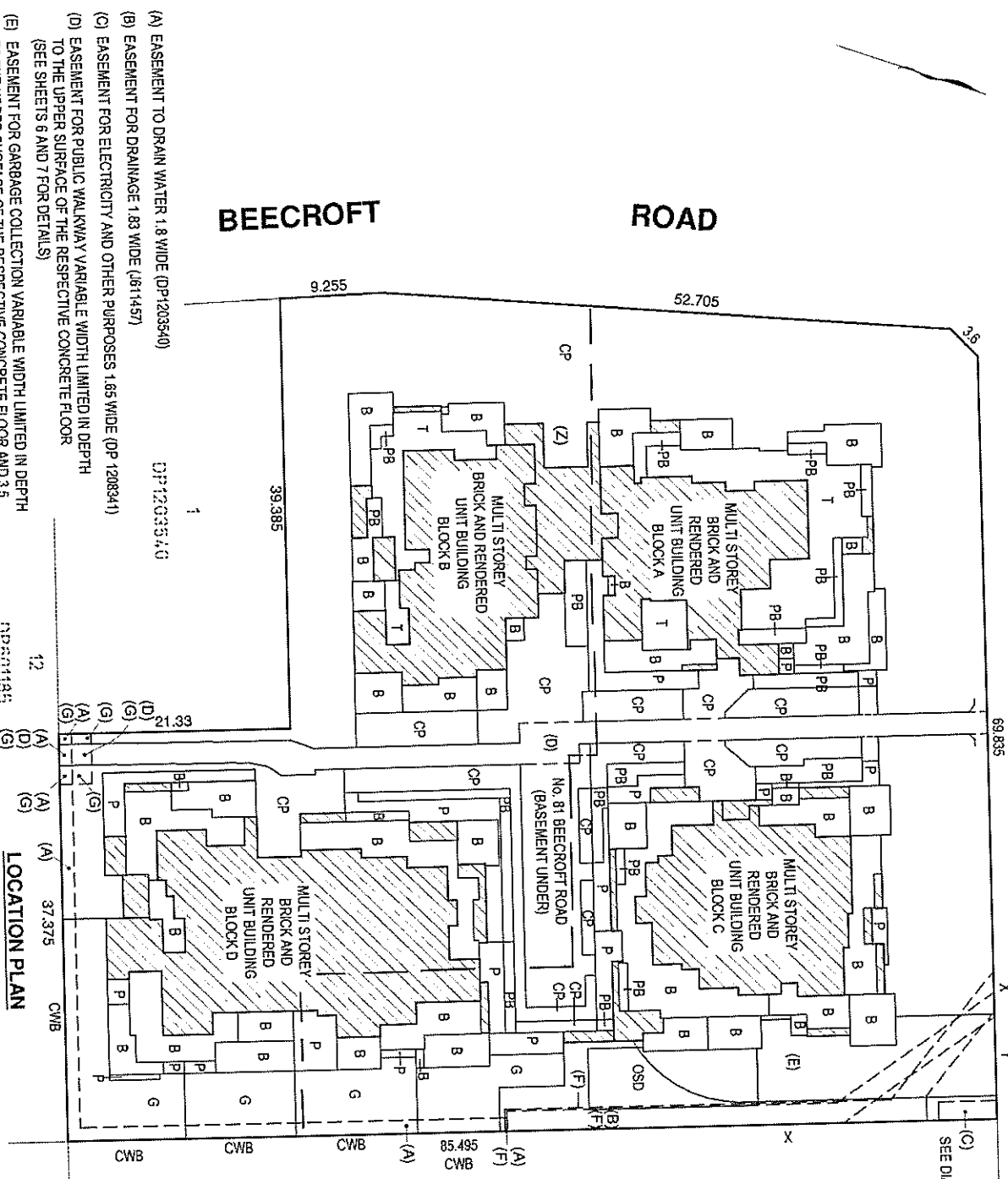
NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

**BEECROFT ROAD**

**CHAPMAN AVENUE**



- (A) EASEMENT TO DRAIN WATER 1.83 WIDE (DP1203540)
- (B) EASEMENT FOR DRAINAGE 1.83 WIDE (J611457)
- (C) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 1.65 WIDE (DP 1208341)
- (D) EASEMENT FOR PUBLIC WALKWAY VARIABLE WIDTH LIMITED IN DEPTH TO THE UPPER SURFACE OF THE RESPECTIVE CONCRETE FLOOR (SEE SHEETS 6 AND 7 FOR DETAILS)
- (E) EASEMENT FOR GARbage COLLECTION VARIABLE WIDTH LIMITED IN DEPTH TO THE UPPER SURFACE OF THE RESPECTIVE CONCRETE FLOOR AND 3.5 ABOVE (SEE SHEETS 4 AND 5 FOR DETAILS)
- (F) RESTRICTION ON THE USE OF LAND (SEE SHEETS 4 AND 5 FOR DETAILS)
- (G) EASEMENT FOR CHAIR LIFT AND ACCESS 3 WIDE (DP1230326)
- (Z) BENEFITED BY EASEMENT TO DRAIN WATER 1.83 WIDE - DP1203540

DP1203540  
 DP601185

**LOCATION PLAN**

Surveyor: BENJAMIN A JACKSON  
 Surveyor's Ref: 5809  
 Subdivision No: 14231

Registered  
 17.5.2017

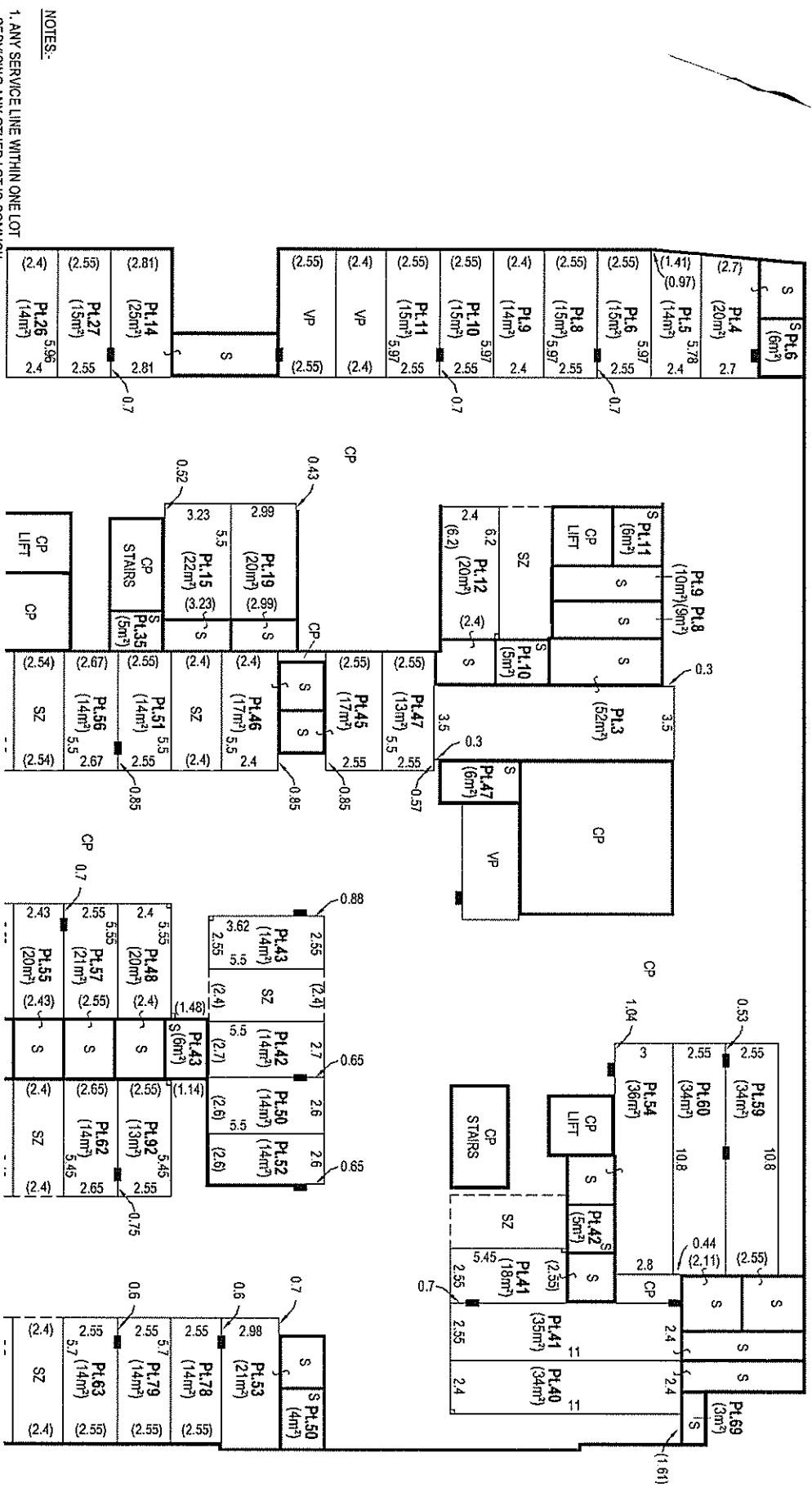
**SP90780**

Table of mm

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- P denotes PATIO
- B denotes BALCONY
- PB denotes PLANTER BOX
- G denotes GARDEN
- T denotes TERRACE
- CP denotes COMMON PROPERTY
- CWB denotes LOT BOUNDARY IS COINCIDENT WITH THE PARCEL BOUNDARY
- OSD denotes ON-SITE DETENTION TANK
- X denotes EXTENTS OF THE RESTRICTION ON THE USE OF LAND (F) ARE COINCIDENT WITH THE PARCEL BOUNDARY
- Y denotes EXTENT OF EASEMENT (E) ARE COINCIDENT WITH THE PARCEL BOUNDARY





NOTES:  
 1. ANY SERVICELINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY  
 2. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

SEE SHEET 2 FOR CONTINUATION

**BASEMENT**

CP denotes COMMON PROPERTY  
 S denotes STORAGE AREA  
 SZ denotes SHARED ZONE (CP)  
 VP denotes VISITOR PARKING (CP)  
 — denotes LINE OF FACE OF COLUMN OR WALL  
 — denotes CENTRELINE OF COLUMN  
 — denotes RIGHT ANGLE

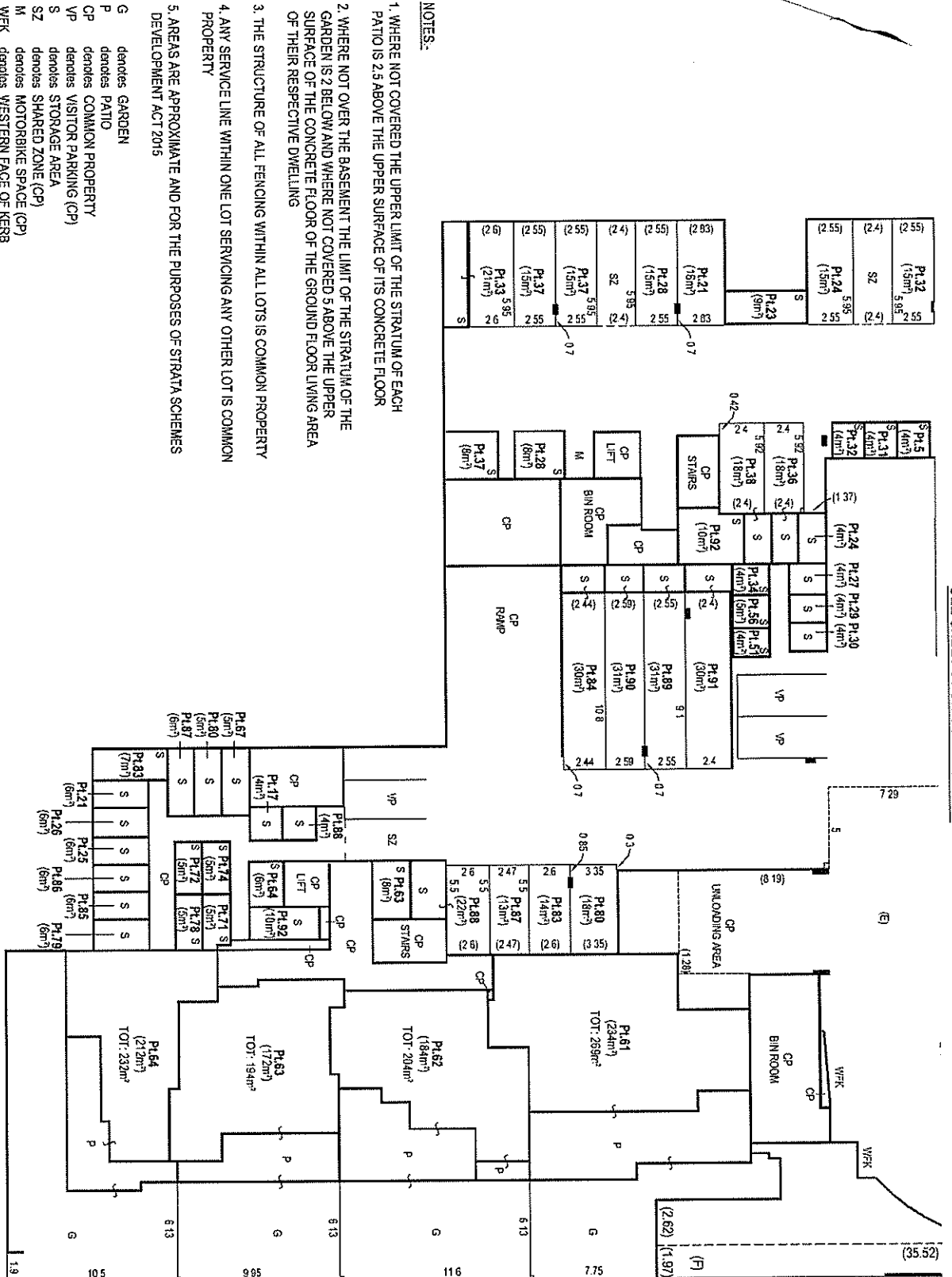
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Table of mm

Surveyor: BENJAMIN A JACKSON  
 Surveyor's Ref: 5809  
 Subdivision No: 14231  
 Lengths are in metres. Reduction Ratio 1:200

Registered  
 17.5.2017

**SP90780**



**NOTES:**

1. WHERE NOT COVERED THE UPPER LIMIT OF THE STRATUM OF EACH PATIO IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR
2. WHERE NOT OVER THE BASEMENT THE LIMIT OF THE STRATUM OF THE GARDEN IS 2 BELOW AND WHERE NOT COVERED 5 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE GROUND FLOOR LIVING AREA OF THEIR RESPECTIVE DWELLING
3. THE STRUCTURE OF ALL FENCING WITHIN ALL LOTS IS COMMON PROPERTY
4. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
5. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

- G denotes GARDEN
- P denotes PATIO
- CP denotes COMMON PROPERTY
- VP denotes VISITOR PARKING (CP)
- S denotes STORAGE AREA
- SZ denotes SHARED ZONE (CP)
- M denotes MOTORBIKE SPACE (CP)
- WFK denotes WESTERN FACE OF KERB

- denotes LINE OF FACE OF COLUMN OR WALL
- denotes CENTRELINE OF COLUMN
- denotes RIGHT ANGLE

- (E) EASEMENT FOR GARBAGE COLLECTION VARIABLE WIDTH LIMITED IN DEPTH TO THE UPPER SURFACE OF THE RESPECTIVE CONCRETE FLOOR AND 3.5 ABOVE
- (F) RESTRICTION ON THE USE OF LAND

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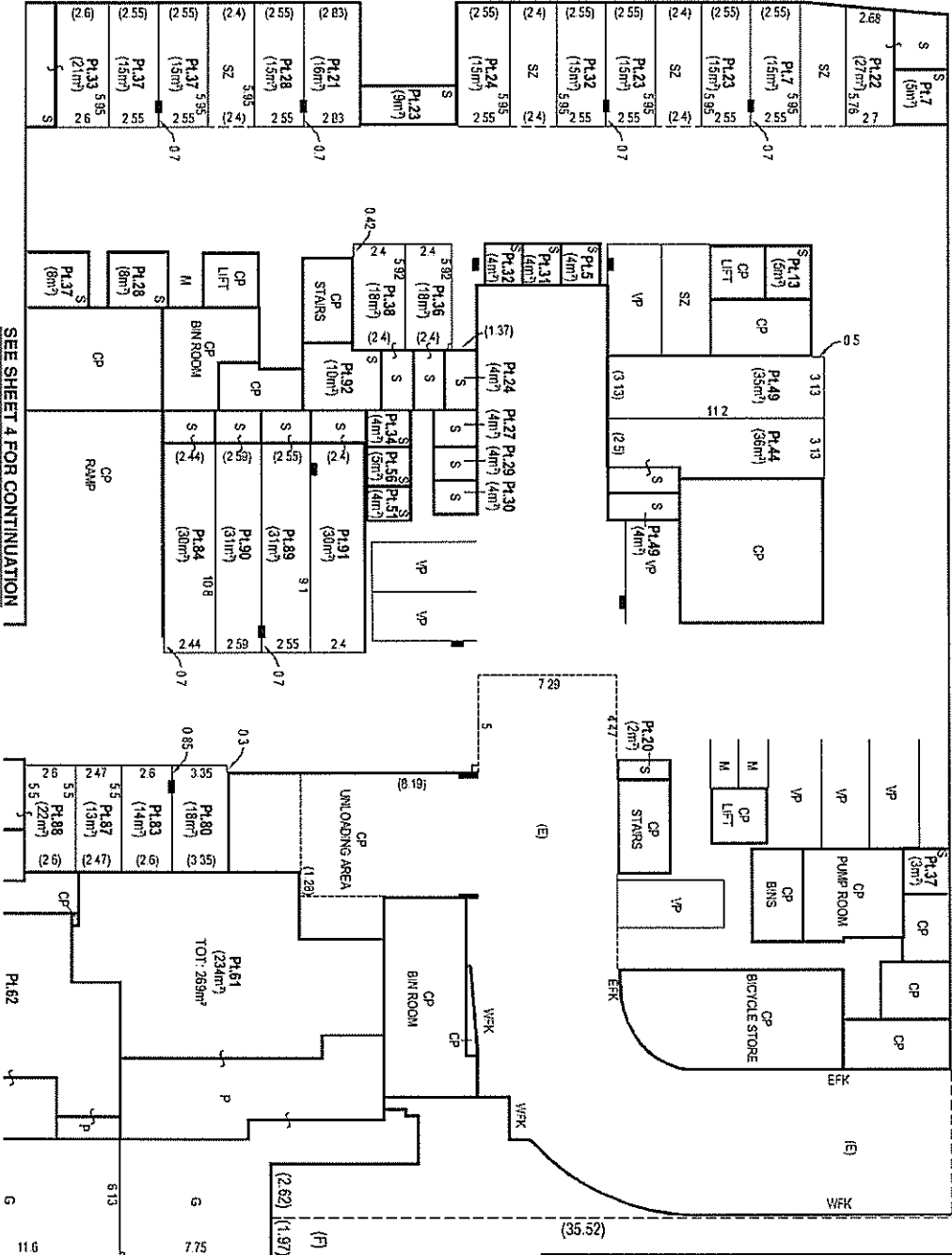
Surveyor: **BENJAMIN A JACKSON**  
 Surveyor's Ref: 5809  
 Subdivision No: **14231**  
 Lengths are in metres. Reduction Ratio 1:250

LEVEL 1

Registered  
 17.5.2017

**SP90780**

(E) EASEMENT FOR GARBAGE COLLECTION VARIABLE WIDTH  
 LIMITED IN DEPTH TO THE UPPER SURFACE OF THE  
 RESPECTIVE CONCRETE FLOOR AND 3.5 ABOVE  
 (F) RESTRICTION ON THE USE OF LAND



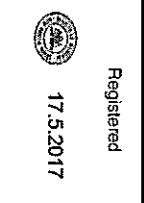
SEE SHEET 4 FOR CONTINUATION

LEVEL 1

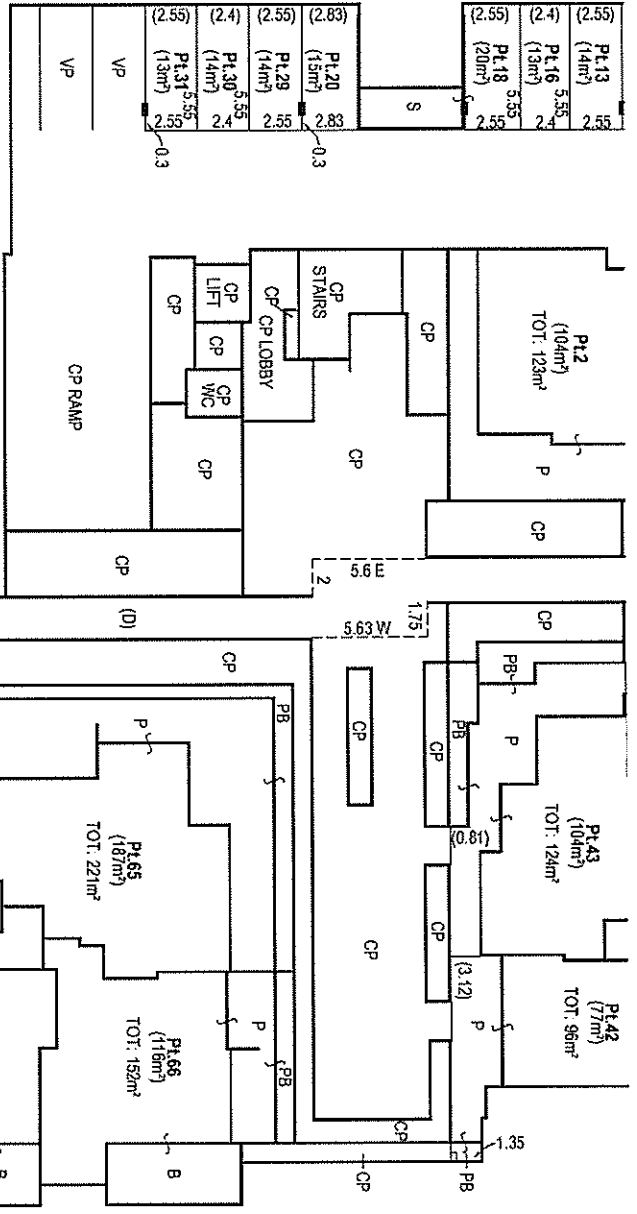
1. WHERE NOT COVERED THE UPPER LIMIT OF THE STRATUM OF EACH PATIO IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR
2. WHERE NOT OVER THE BASEMENT THE LIMIT OF THE STRATUM OF THE GARDEN IS 2 BELOW AND WHERE NOT COVERED ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE GROUND FLOOR LIVING AREA OF THEIR RESPECTIVE DWELLING
3. THE STRUCTURE OF ALL FENCING WITHIN ALL LOTS IS COMMON PROPERTY
4. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
5. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

10	20	30	40	50	60	70	80	90	100	110	120	130	140
Table of mm													

Surveyor: BENJAMIN A JACKSON  
 Surveyors Ref: 5809  
 Subdivision No: 14231  
 Lengths are in metres. Reduction Ratio 1:250



SP90780



(D) EASEMENT FOR PUBLIC WALKWAY VARIABLE WIDTH LIMITED IN STRATUM TO THE UPPER SURFACE OF THE RESPECTIVE CONCRETE FLOOR

NOTES:

1. WHERE NOT COVERED THE UPPER LIMIT OF THE STRATUM OF EACH PATIO, BALCONY AND PLANTER BOX IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR
2. THE STRUCTURE OF ALL RETAINING WALLS WITHIN ALL LOTS IS COMMON PROPERTY
3. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
4. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

- P denotes PATIO
- B denotes BALCONY
- PB denotes PLANTER BOX
- CP denotes COMMON PROPERTY
- WC denotes WATER CLOSET (C/P)
- VP denotes VISITOR PARKING (C/P)
- EC denotes PROLONGATION OF EDGE OF CONCRETE
- E denotes PROLONGATION OF EAST SIDE OF WALL
- W denotes PROLONGATION OF WEST SIDE OF WALL
- denotes LINE OF FACE OF COLUMN OR WALL
- denotes CENTRELINE OF COLUMN

LEVEL 2

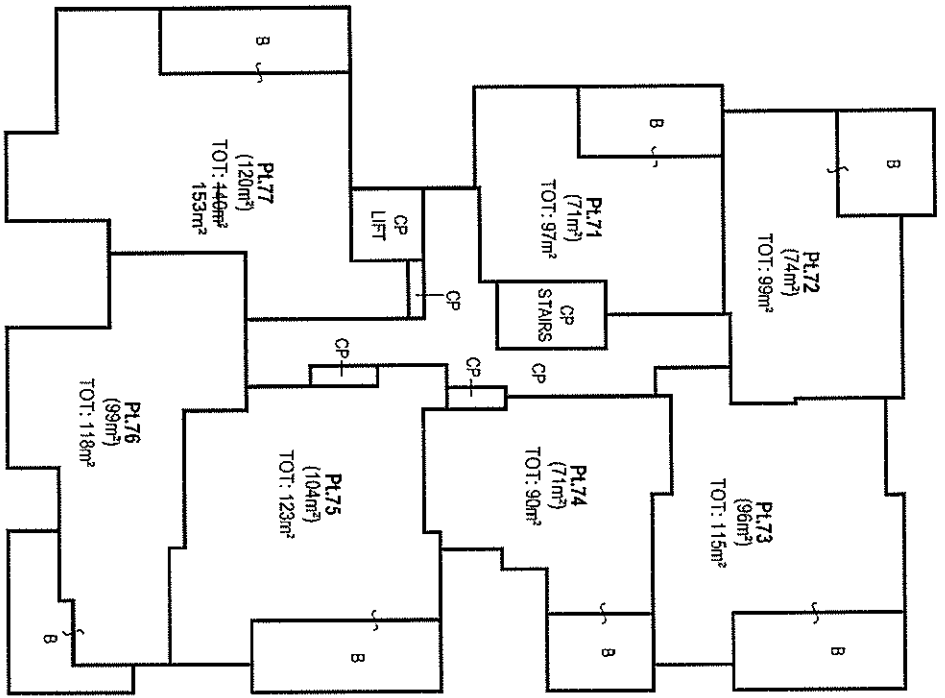
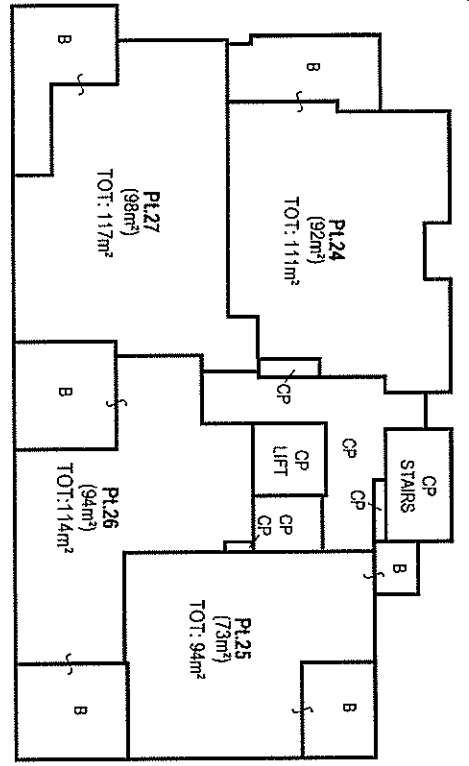
Surveyor: BENJAMIN A. JACKSON  
 Surveyor's Ref: 5809  
 Subdivision No: 14231  
 Lengths are in metres. Reduction Ratio 1:250

Registered  
 17.5.2017

SP90780

10 20 30 40 50 60 70 80 90 100 110 120 130 140  
 Table of mm





- NOTES:-**
- WHERE NOT COVERED THE UPPER LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR
  - ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
  - AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
- B denotes BALCONY  
 CP denotes COMMON PROPERTY

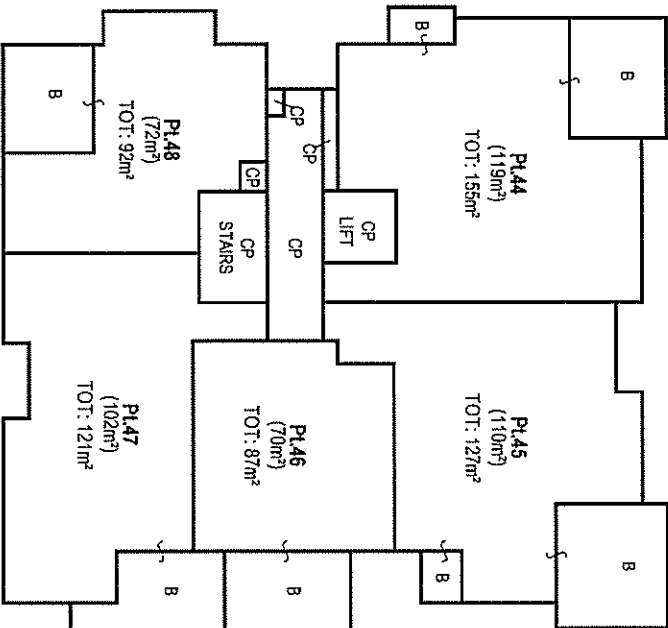
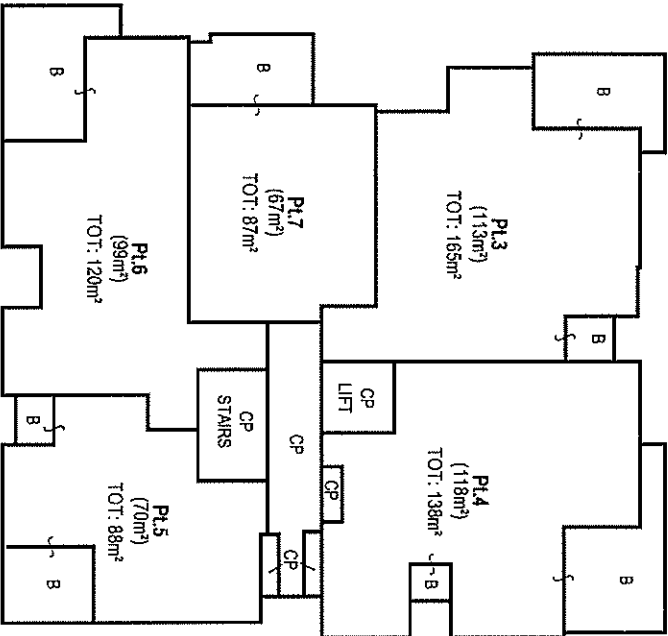
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Table of mm

Surveyor: BENJAMIN A JACKSON  
 Surveyor's Ref: 5809  
 Subdivision No: 14231  
 Lengths are in metres. Reduction Ratio 1:200

Registered  
 17.5.2017

SP90780




**NOTES:-**

1. WHERE NOT COVERED THE UPPER LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

B denotes BALCONY  
 CP denotes COMMON PROPERTY

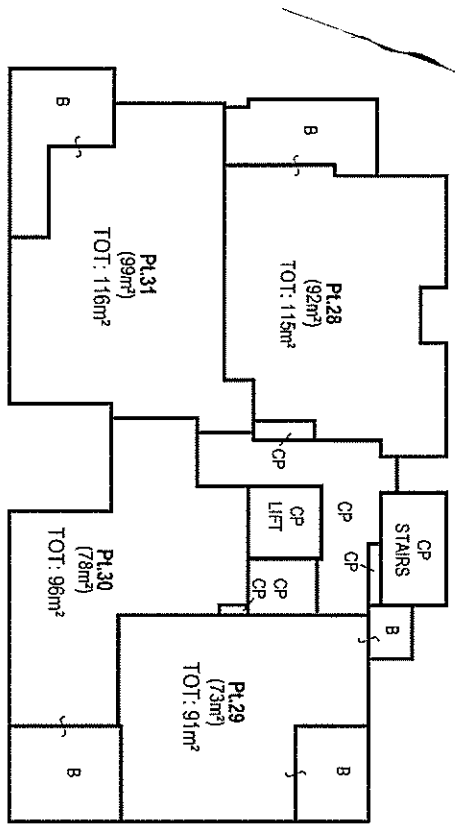
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Surveyor: BENJAMIN A JACKSON  
 Surveyor's Ref: 5809  
 Subdivision No: 14231  
 Lengths are in metres. Reduction Ratio 1:200

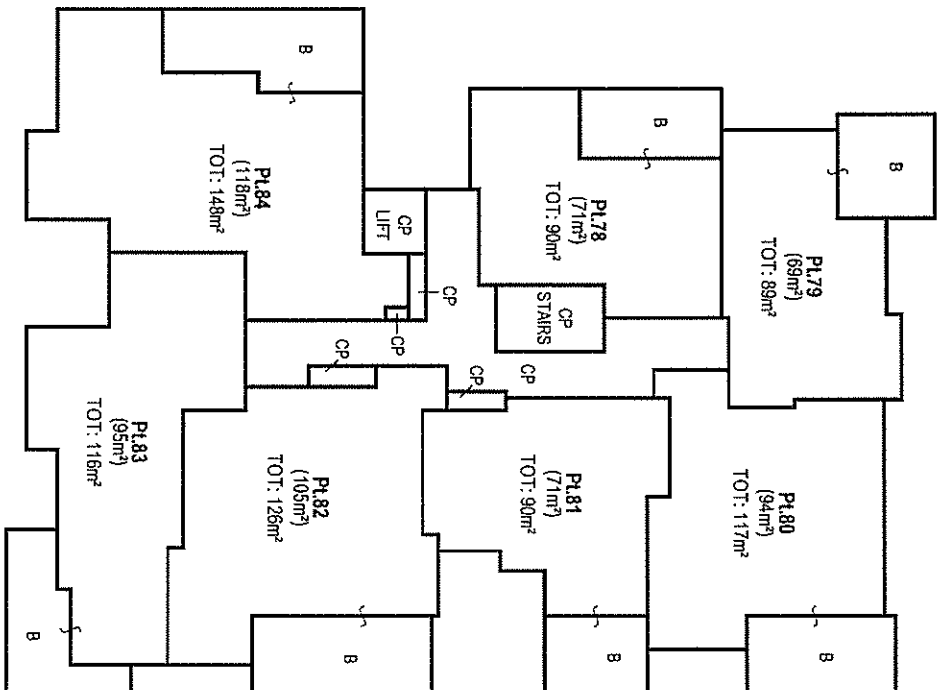
Registered  
  
 17.5.2017

**SP90780**

**LEVEL 4  
BLOCK B**




**LEVEL 4  
BLOCK D**

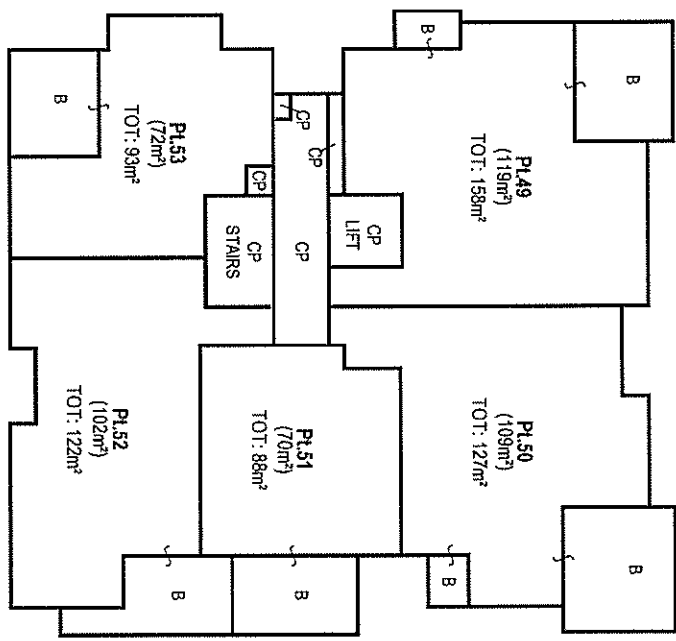
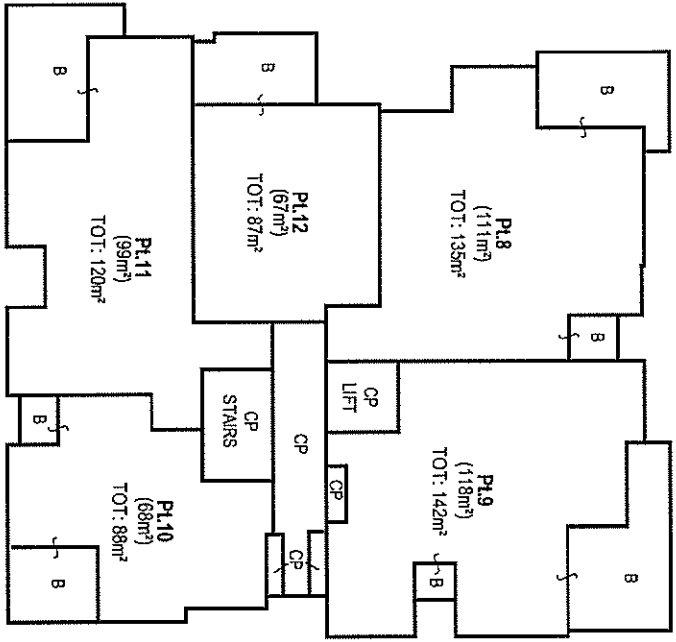


**NOTES:**

1. WHERE NOT COVERED THE UPPER LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR
  2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
  3. THE STRUCTURE OF THE PERGOLAS ON THE BALCONIES OF LOTS 80 AND 82 IS COMMON PROPERTY
  4. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
- B denotes BALCONY  
 CP denotes COMMON PROPERTY

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Surveyor: <b>BENJAMIN A JACKSON</b> Surveyor's Ref: 5809 Subdivision No: <b>14231</b> Lengths are in metres. Reduction Ratio 1:200	Registered  <b>17.5.2017</b>	SP90780
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NOTES:

1. WHERE NOT COVERED THE UPPER LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

B denotes BALCONY  
 CP denotes COMMON PROPERTY

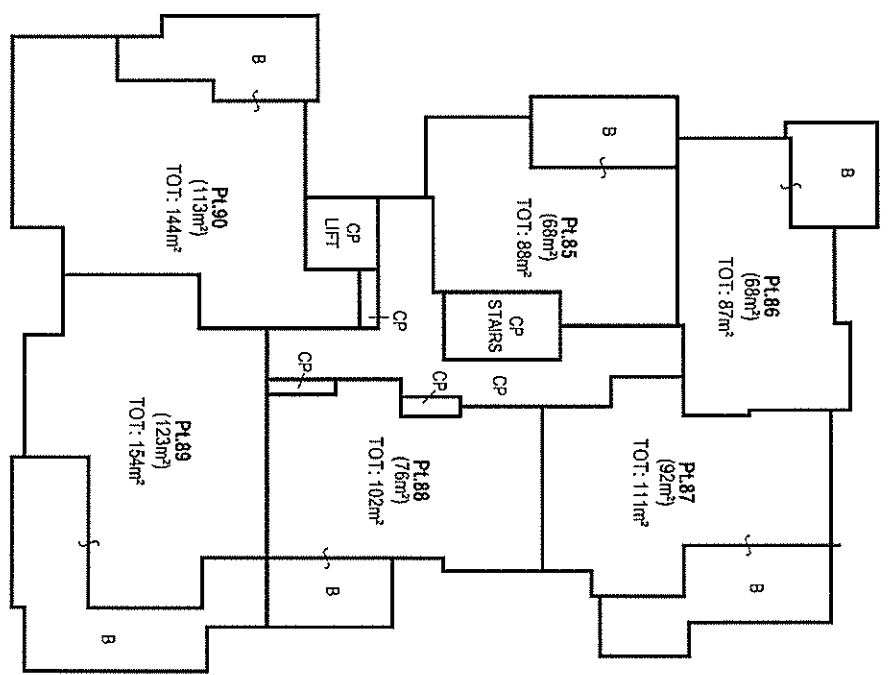
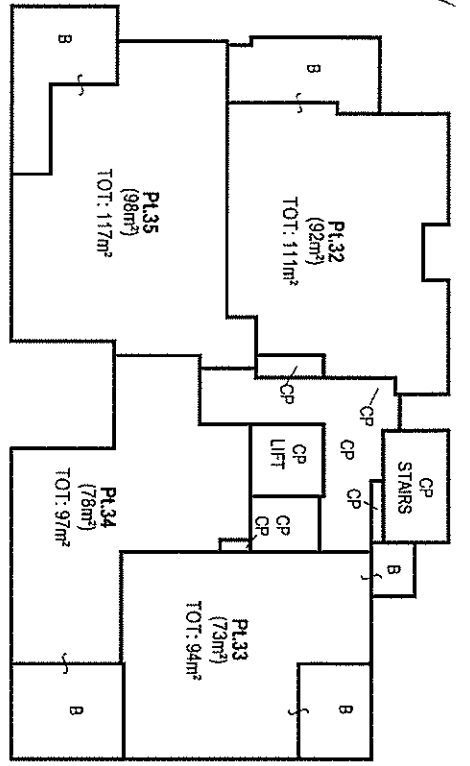
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Table of mm

Surveyor: BENJAMIN A JACKSON  
 Surveyor's Ref: 5809  
 Subdivision No: 14231  
 Lengths are in metres. Reduction Ratio 1:200

Registered  
 17.5.2017

**SP90780**




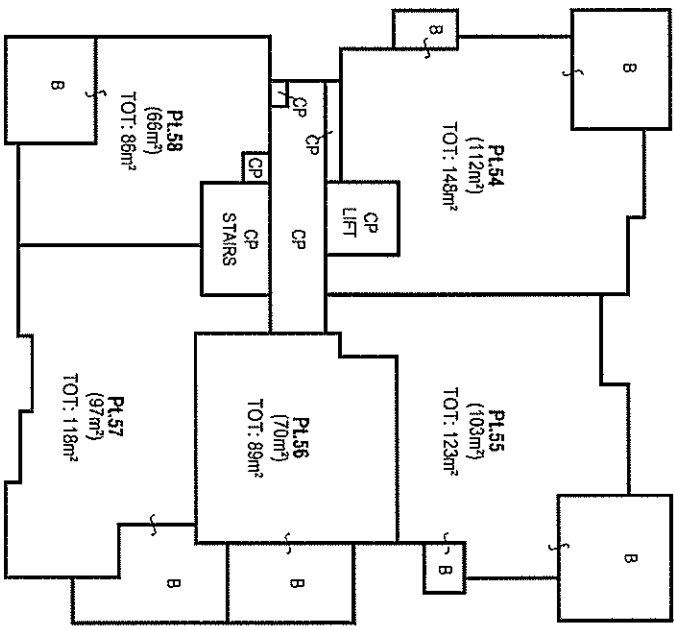
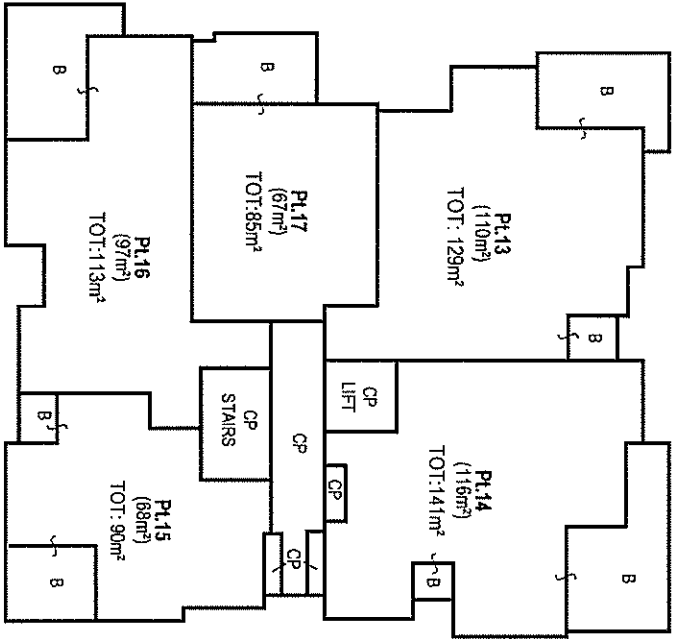
NOTES:-

1. WHERE NOT COVERED THE UPPER LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. THE STRUCTURE OF THE PERGOLAS ON THE BALCONIES OF LOTS 33, 34, 86, 89 AND 90 IS COMMON PROPERTY
4. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

B denotes BALCONY  
 CP denotes COMMON PROPERTY

10	20	30	40	50	60	70	80	90	100	110	120	130	140
Table of mm													

Surveyor: BENJAMIN A JACKSON Surveyor's Ref: 5809 Subdivision No: 14231 Lengths are in metres. Reduction Ratio 1:200	 Registered	SP90780
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**NOTES:-**

1. WHERE NOT COVERED THE UPPER LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. THE STRUCTURE OF THE PERGOLAS ON THE BALCONIES OF LOTS 54, 55, 56, 57 AND 58 IS COMMON PROPERTY

4. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

B denotes BALCONY  
 Cp denotes COMMON PROPERTY

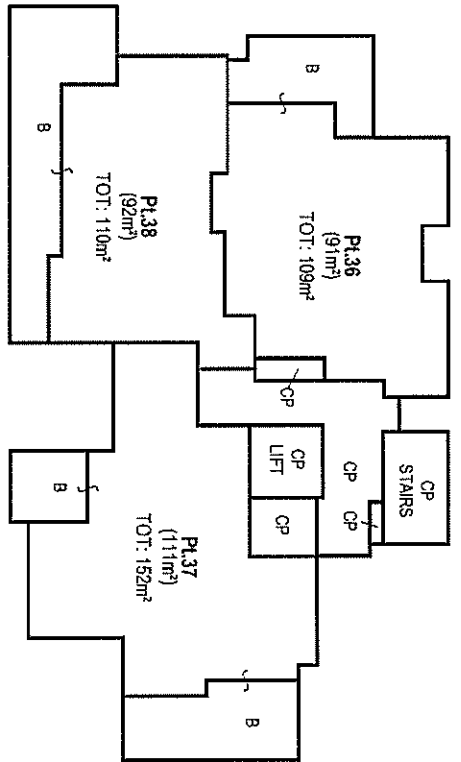
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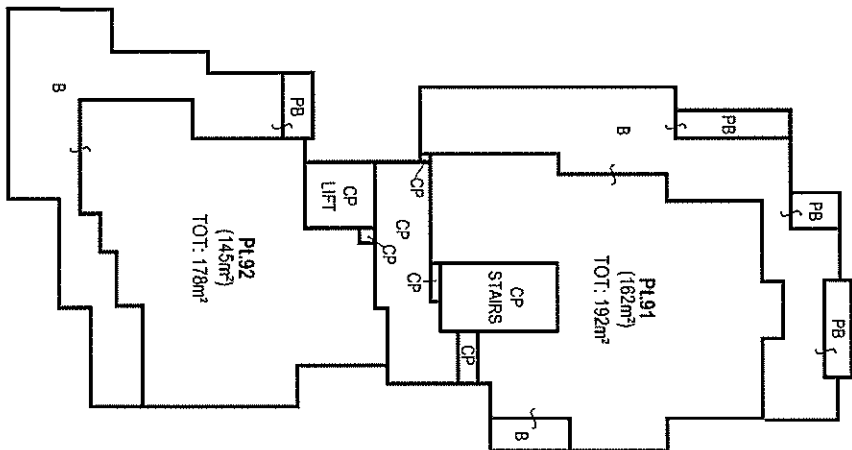
Surveyor: BENJAMIN A JACKSON  
 Surveyor's Ref: 5809  
 Subdivision No: 14231  
 Lengths are in metres. Reduction Ratio 1:200

Registered  
 17.5.2017

**SP90780**



**LEVEL 6  
BLOCK B**



**LEVEL 6  
BLOCK D**

- NOTES:-**
1. WHERE NOT COVERED THE UPPER LIMIT OF THE STRATUM OF EACH BALCONY AND PLANTER BOX IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR
  2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
  3. THE STRUCTURE OF THE PERGOLAS ON THE BALCONIES OF LOTS 36, 37, 38, 91 AND 92 IS COMMON PROPERTY
  4. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

B denotes BALCONY  
 CP denotes COMMON PROPERTY  
 PB denotes PLANTER BOX

10	20	30	40	50	60	70	80	90	100	110	120	130	140
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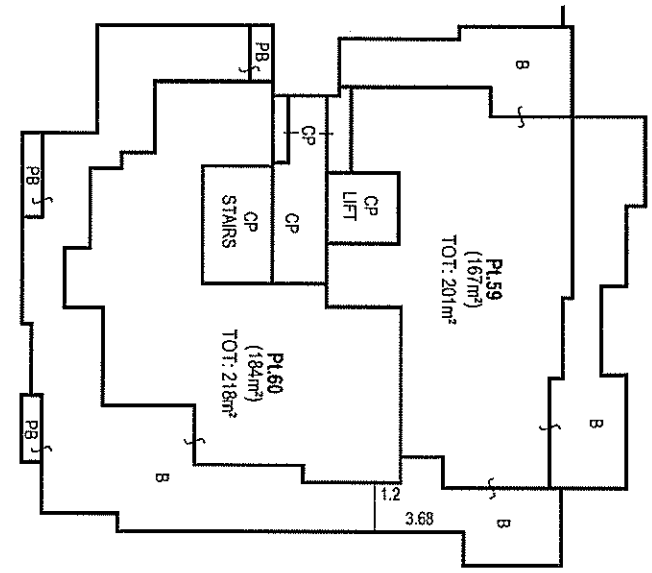
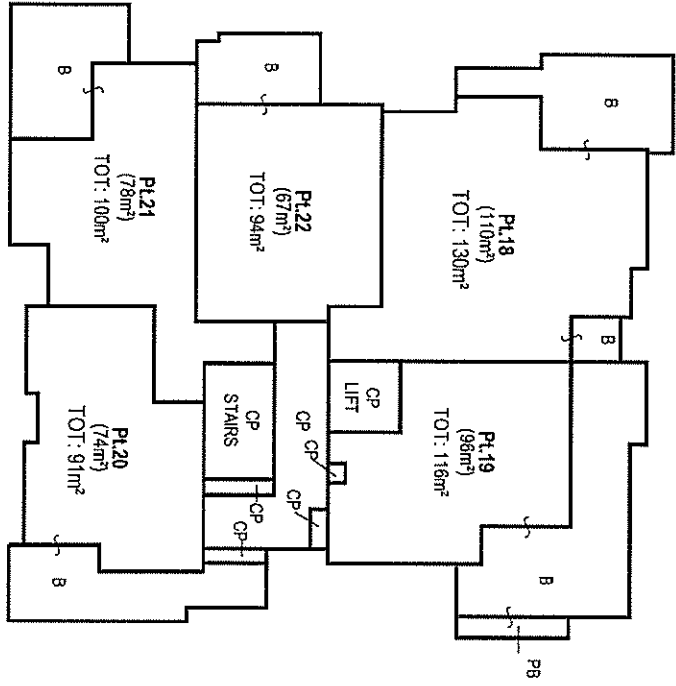
Table of mm

Surveyor: BENJAMIN A JACKSON  
 Surveyor's Ref: 5809  
 Subdivision No: 14231  
 Lengths are in metres. Reduction Ratio 1:200



Registered  
 17.5.2017

**SP90780**



**NOTES:-**

1. WHERE NOT COVERED THE UPPER LIMIT OF THE STRATUM OF EACH BALCONY AND PLANTER BOX IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. THE STRUCTURE OF THE PERGOLAS ON THE BALCONIES OF LOTS 18, 19, 20, 21, 22, 59 AND 60 IS COMMON PROPERTY
4. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

- B denotes BALCONY
- CP denotes COMMON PROPERTY
- PB denotes PLANTER BOX

10	20	30	40	50	60	70	80	90	100	110	120	130	140
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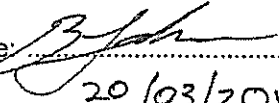
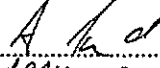
Table of mm


Surveyor: **BENJAMIN A JACKSON**  
 Surveyor's Ref: 5809  
 Subdivision No: 14231  
 Lengths are in metres. Reduction Ratio 1:200

Registered  
 17.5.2017

**SP90780**



SP FORM 3.01	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 1 of 4 sheets
Office Use Only  Registered:  17.5.2017	Office Use Only  <b>SP90780</b>	
PLAN OF SUBDIVISION OF: LOT 200 IN DP1227313	LGA: HORNSBY Locality: BEECROFT Parish: FIELD OF MARS County: CUMBERLAND	
This is a freehold Strata Scheme		
Address for Service of Documents <b>7 CHAPMAN AVENUE BEECROFT, NSW, 2119</b>  Provide an Australian postal address including a postcode	The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A/B Smoke penetration: Option *A/B (see Schedule 3 <i>Strata Schemes Management Regulation 2016</i> )  <del>* The strata by-laws lodged with the plan.</del>	
<p style="text-align: center;"><b>Surveyor's Certificate</b></p> <p>I, BENJAMIN A JACKSON of SDG Land Development Solutions Suite 1, 3 Railway Street Baulkham Hills NSW 2153, being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met.</p> <p><del>*The building encroaches on:</del>  <del>*(a) a public place</del>  <del>*(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ .....</del></p> <p>Signature:                   Date: 20/03/2017                  Surveyor ID: 8645                  Surveyor's Reference: 5809</p> <p><small>^ Insert the deposited plan number or dealing number of the instrument that created the easement</small></p>	<p style="text-align: center;"><b>Strata Certificate (Accredited Certifier)</b></p> <p>I, <u>ANDREW SYMONDS</u> being an Accredited Certifier, accreditation number <u>BFB 1837</u>, certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i>.</p> <p><del>*(a) This plan is part of a development scheme.</del>  <del>*(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.</del>  <del>*(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>.</del></p> <p>Certificate Reference: <u>14231</u>                  Relevant Planning Approval No.: <u>DA/81/2014</u>                  issued by: <u>HORNSBY SHIRE COUNCIL</u>                  Signature:                   Date: <u>6 APRIL 2017</u></p> <p><small>^ Insert lot numbers of proposed utility lots.</small></p>	
<small>* Strike through if inapplicable</small>		

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 4 sheet(s)
Office Use Only		Office Use Only
Registered:  17.5.2017	SP90780	

**VALUER'S CERTIFICATE**


I, Paul Michael Woodbury being a qualified  
 valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements  
 shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes*  
*Development Act 2015*

Signature: PM Woodbury ..... Date 22 March 2017 .....

**SCHEDULE OF UNIT ENTITLEMENT**

Lot No.	Unit Entitlement	Lot No.	Unit Entitlement	Lot No.	Unit Entitlement
1	128	32	101	63	112
2	85	33	87	64	85
3	114	34	85	65	142
4	142	35	104	66	111
5	82	36	100	67	84
6	100	37	127	68	111
7	76	38	85	69	111
8	114	39	162	70	135
9	145	40	145	71	81
10	84	41	146	72	88
11	101	42	75	73	114
12	77	43	85	74	85
13	116	44	141	75	114
14	147	45	139	76	114
15	85	46	83	77	137
16	102	47	119	78	82
17	78	48	82	79	85
18	115	49	142	80	117
19	88	50	142	81	84
20	87	51	84	82	117
21	85	52	121	83	111
22	81	53	84	84	142
23	177	54	147	85	84
24	99	55	135	86	90
25	84	56	85	87	100
26	82	57	112	88	94
27	101	58	80	89	127
28	100	59	171	90	122
29	85	60	165	91	163
30	84	61	142	92	136
31	102	62	100	AGGREGATE	10000

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet <sup>3 4</sup> 4 of 5 sheets
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<p style="text-align: right;">Office Use Only</p> <p>Registered:  17.5.2017</p>	<p style="text-align: right;">Office Use Only</p> <p style="text-align: center; font-size: 2em;"><b>SP90780</b></p>
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This sheet is for the provision of the following information as required:


- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*


PUSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015,

IT IS INTENDED TO CREATE:

1. RESTRICTION ON THE USE OF LAND
2. POSITIVE COVENANT
3. EASMENT FOR GARBAGE COLLECTION VARIABLE WIDTH (E) (LIMITED IN STRATUM)
4. RESTRICTION ON THE USE OF LAND (F)
5. EASEMENT FOR PUBLIC WALKWAY VARIABLE WIDTH (D) (LIMITED IN STRATUM)

EXECUTED by )  
 Zivena Pty Ltd )  
 ACN 138 952 119 )  
 in accordance with s127 of )  
 the Corporations Act 2001 )

  
 .....  
**Charbel Elias**  
 Sole Director/Secretary

SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet <sup>544</sup> 5 of 5 sheets
Office Use Only		Office Use Only
Registered:  17.5.2017	<b>SP90780</b>	

This sheet is for the provision of the following information as required:

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

CONSENT OF MORTGAGEE

Executed for and on behalf of  
Australia and New Zealand Banking Group Limited  
ABN 11 005 357 522  
under Power of Attorney dated 18th November 2002  
and registered in New South Wales  
Book 4376 Folio: 410 by

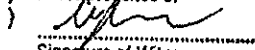
GEORGE CHATADE

who certifies that he/she is a  
*Senior Manager/Manager*  
and that he/she has not received  
notice of revocation of that Power.



Signature of Attorney

In the presence of



Signature of Witness

MARC JOHNSON

Print name of Witness

3/184 Bourke Rd

Alexandria NSW 2015

Address of Witness

**INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON USE AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015**

ePlan  
(Sheet 1 of 7 sheets)

Lengths are in metres

Plan: **SP90780**

Plan of subdivision of Lot 200 in DP 1227313 covered by Strata Certificate No. ~~14331~~ dated 06/04/2017

Full name and address of the owner of the land:

Zivena Pty Ltd  
318 Burwood Road  
BURWOOD NSW 2134

**PART 1**

No. of item shown in the intention panel on the plan	Identity of restriction and positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Restriction on the use of land	Each Lot and Common Property	Hornsby Shire Council
2	Positive covenant	Each Lot and Common Property	Hornsby Shire Council
3	Easement for Garbage Collection Variable width (E) (Limited in Stratum)	Common Property	Hornsby Shire Council
4	Restriction of the use of land (F)	Common Property (Part)	Hornsby Shire Council
5	Easement for Public Walkway Variable Width (D) (Limited in Stratum)	Common Property	Hornsby Shire Council

**PART 2**

**Item 1. Terms of restriction on use numbered 1 in the plan**

1. The proprietors of the land abovementioned, hereinafter known as the "registered proprietor", shall include the registered proprietor of the land from time to time and all his heirs, executors, assigns and successors in title to the land and where there are two or more registered proprietors of the land the terms of this restriction shall bind all those registered proprietors jointly and severally.
2. The registered proprietor of the land so burdened shall, in respect of the "on-site detention system" which expression shall include all ancillary gutters, downpipes, pipes, drains, walls, kerbs, pits, grates, tanks, basins and other surfaces designed to temporarily detain and control stormwater, hereinafter called "the system":-
  - a) not allow any obstruction or interference of any kind to be erected, placed, created or performed so as to inhibit the flow of water to and from the system;
  - b) except in accordance with a Council of Hornsby approved plan, not allow any building, erection or structure to be constructed, or allow to remain constructed or placed on that part of the lot burdened denoted OSD;

Approved by Hornsby Shire Council

.....  
General Manager/Authorised Officer

*A.F. Yazdani*  
**Ahmed Yazdani**

**INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON USE AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015**

Lengths are in metres

ePlan

(Sheet 2 of 7 sheets)

Plan: **SP90780**

Plan of subdivision of Lot 200 in DP 1227313 covered by Strata Certificate No. 14231 dated 06/04/2017

**PART 2**

- c) not carry out, or allow to be carried out any change of land profile or earthworks on the burdened lot
- d) not carry out, or allow to be carried out any alterations to the system including surface levels, grates, pipes or any other material or elements thereof outside those normally required for formation, maintenance and proper function of the system.

Name of authority empowered to release, vary or modify restriction on use numbered 1 in the plan is Hornsby Shire Council

**Item 2. Terms of positive covenant numbered 2 in the plan**

1. The proprietors of the land above mentioned, hereinafter known as the "registered proprietor", shall include the registered proprietor of the land from time to time and all his heirs, executors, assigns and successors in title to the land and where there are two or more registered proprietors of the land the terms of this covenant shall bind all those registered proprietors jointly and severally.
2. The registered proprietor of the land so burdened shall, in respect of the "on site detention system" which expression shall include all ancillary gutters, downpipes, pipes, drains, walls, kerbs, pits, grates, tanks, basins and other surfaces designed to temporarily detain and control stormwater, hereinafter called "the system":-
  - a) permit stormwater to be temporarily detained by the system;
  - b) keep the system clean and free from silt, rubbish, debris, and the like;
  - c) maintain the volume of the system to have a storage capacity of not less than 58.3 cubic metres and a maximum discharge rate, when full, of 136 litres per second;
  - d) maintain, repair and replace the system or any part thereof due to decay or damage without delay so that it functions in a safe and efficient manner;
  - e) permit the council of Hornsby or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect and undertake emergency works on the land so burdened for the compliance with the requirements of this clause;
  - f) comply with the terms of any written notice issued by the Council of Hornsby in respect to the requirements of this clause within the time stated in the notice;
  - g) meet any reasonable cost incurred by the Council of Hornsby in completing the work requested in writing pursuant to the above, where the registered proprietor fails to comply with any written request of the Council of Hornsby;

Approved by Hornsby Shire Council

.....  
General Manager/Authorised Officer ✓

*Ahmed Yazdani*  
*Ahmed Yazdani*

**INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON USE AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015**

Lengths are in metres

ePlan  
(Sheet 3 of 7 sheets)

Plan: **SP90780**

Plan of subdivision of Lot 200 in DP 1227313  
covered by Strata Certificate No. ~~1431 dated~~ 06/04/2017

**PART 2**

- h) indemnify and keep indemnified the Council of Hornsby from and against all claims, demands, actions, suits, causes of actions, sum or sums of money, compensation, damages costs and expenses which the Council of Hornsby or any other person may suffer as a result of any malfunction or non-operation of the system or any failure of the registered proprietor to comply with the terms of this covenant.

Name of authority empowered to vary modify or release the positive covenant numbered 2 in the plan is Hornsby Shire Council

**Item 3. Terms of easement for garbage collection numbered 3 in the plan**

1. The proprietors of the burdened land above mentioned, hereinafter known as the "registered proprietors", including the registered proprietors of the land from time to time and all his heirs, executors, assigns and successors entitled to the land and where there are two or more registered proprietors of the land the terms of this easement denoted (E) shall bind all those registered proprietors jointly and severally in respect of the easement denoted (E) and shall allow the Council of the Shire of Hornsby its servants, agents and persons authorised by it, to enter upon the subject land and to operate thereon vehicles and other equipment for the purpose of garbage and recycling collection and in relation to such easement as hereinbefore granted to the Council, the registered proprietor from time to time of the lot herein burdened doth hereby covenant with the Council that in the absence of negligence on the part of the Council, its servants, agents and persons authorised by it to enter the subject property to collect garbage and recycling, they will not be liable for any damage caused to the subject land or any part thereof, or to any property located therein or thereon by reason of the operation thereon of any vehicle or other equipment used in the collection of garbage and recycling and that the registered proprietor for the time being of the subject land indemnifies the Council, its servants, agents and persons authorised by it to collect garbage and recycling against liability in respect of such claims made by any person whomsoever.

Name of Authority empowered to release, vary or modify the easement numbered 3 in the plan is Hornsby Shire Council

Approved by Hornsby Shire Council

General Manager/Authorised Officer

*Ahmad Yazdani*  
Ahmad Yazdani

**INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON USE AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015**

Lengths are in metres

ePlan

(Sheet 4 of 7 sheets)

Plan: **SP90780**

Plan of subdivision of Lot 200 in DP 1227313 covered by Strata Certificate No. 14231 dated 06/04/2017

**PART 2**

**Item 4. Terms of restriction on the use of land numbered 4 in the plan**

1. The proprietors of the land abovementioned, hereinafter known as the "registered proprietor", shall include the registered proprietor of the land from time to time and all his heirs, executors, assigns and successors in title to the land and where there are two or more registered proprietors of the land the terms of this restriction shall bind all those registered proprietors jointly and severally.
2. The registered proprietor of the land so burdened shall, in respect of the lot and the "overland flow path" referred to on the abovementioned plan as (F):-
  - a) not carry out, or allow to be carried out any change of land profile or earthworks or variation of overland flow path shape on that part of the burdened lot denoted (F);
  - b) except in accordance with a Hornsby Shire Council approved plan, not allow any building, erection or structure to be constructed, or allow to remain constructed or placed on that part of the burdened lot denoted (F);
  - c) not carry out construction of any fencing on either that part of the burdened lot denoted (F) or on lot boundaries adjacent that part of the burdened lot denoted (F) without the written permission of Hornsby Shire Council;
  - d) not propose construction of any habitable or lockable building or structure within the "overland flow path" referred to on the abovementioned plan as (F).

Name of Authority empowered to release, vary or modify the restriction numbered 4 in the plan is Hornsby Shire Council

Approved by Hornsby Shire Council

.....  
General-Manager/Authorised Officer

*A.F. Yazdani*  
*Ahmed Yazdani*

**INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON USE AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2016**

Lengths are in metres

ePlan  
(Sheet 5 of 7 sheets)

Plan: **SP90780**

Plan of subdivision of Lot 200 in DP 1227313  
covered by Strata Certificate No. .../A231 dated 06/04/2017

**Item 5. Terms of Easement numbered 5 in the plan**

- 5.1 The Council and Council Authorised Users may access the Lot Burdened (but only within the Easement Site) at all times and for all lawful purposes:
- a. On foot (but not using bicycles, rollerblades, skateboards, scooters or similar items of equipment);
  - b. With wheelchairs or other disabled access aids;
  - c. Without vehicles;
  - d. Without animals (except for guide dogs or hearing dogs for the visually or hearing impaired); and
  - e. May cross, recross within the Easement Site.
- 5.2 The Grantor, acting reasonably (and having proper regard to the nature of the use of, or activity carried on the Lot Burdened), may remove (or refuse entry to) Council Authorised Users if that Council Authorised User:
- a. Is not adequately clothed;
  - b. Is drunk or under the influence of drugs;
  - c. Causes excessive noise; or
  - d. Behaves in a manner reasonably likely to cause harm, offence, embarrassment or inconvenience to persons on the Lot Burdened.

Name of Authority empowered to release, vary or modify the restriction numbered 5 in the plan is Hornsby Shire Council

Approved by Hornsby Shire Council

.....  
General Manager/Authorised Officer ✓

*ATF Yazdani*  
*Ahmed Yazdani*

**INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON USE AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015**

ePlan

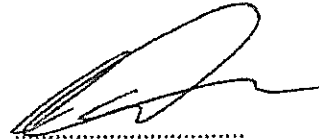
(Sheet 6 of 7 sheets)

Lengths are in metres

Plan: **SP90780**

Plan of subdivision of Lot 200 in DP 1227313 covered by Strata Certificate No. ....~~14231~~.....*defect 06/04/2017*

EXECUTED by )  
Zivena Pty Ltd )  
ACN 138 952 119 )  
in accordance with s127 of )  
the Corporations Act 2001 )



Charbel Elias  
Sole director/secretary

Hornsby Shire Council by its authorised delegate pursuant to s.378 Local Government Act 1993

I certify that I am an eligible witness and that the delegate signed in my presence

*A.F. Yazdani*  
Signature of Delegate

*Roslyn Hall*  
Signature of Witness

*Ahmed Yazdani*  
Name of Delegate

*Roslyn Hall*  
Name of Witness

*Senior Development Engineer*  
Position of Delegate

*296 Peats Ferry Road, Hornsby, 2077*  
Address of Witness

**INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON USE AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015**

ePlan

Lengths are in metres

(Sheet 7 of 7 sheets)

Plan: **SP90780**

Plan of subdivision of Lot 200 in DP 1227313 covered by Strata Certificate No. .... *19231* dated *06/04/2017*

Consent of Mortgagee

Executed for and on behalf of  
Australia and New Zealand Banking Group Limited  
ABN 11 005 357 522  
under Power of Attorney dated *18th November 2002*  
and registered in *New South Wales*  
Book 4376 Folio: 410 by

*GEORGE CHAPMAN*  
who certifies that he/she is a  
*Senior Manager/Manager*  
and that he/she has not received  
notice of revocation of that Power.

Signature of Attorney  
in the presence of

Signature of Witness

*MARC JOHNSON*

Print name of Witness

3/184 Bourke Rd

Alexandria NSW 2015

Address of Witness

*Approved by Hornsby Shire Council*

*A. F. Yazdani*  
Authorised officer

*Ahmed Yazdani*

REGISTERED



17.5.2017



No. 611457  
New South Wales  
**MEMORANDUM OF TRANSFER**  
(REAL PROPERTY ACT, 1900)

R.P. 132  
MAR 24 1964  
Lodgment 3:10  
Endorsement 1:10  
£ 5:10  
24 264

(Trusts must not be disclosed in the transfer.)

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

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

b State in full the name of the person who furnished the consideration money.

c Show in BLOCK LETTERS the full name, postal address and description of the persons taking.

d If more than one person is taking state whether they hold as joint tenants or tenants in common.

e The description of the land to be transferred must be as set out in a certificate of title or a plan annexed hereto or may refer to parcels shown in Town or Parish Plans issued by the Dept. of Lands shown in plans filed in the office of the Registrar-General (see "and following" sec. 100, D.P. 1900).

Unless authorised by Reg. 63 of the Conveyancing Act Regulations, 1901, a plan may not be annexed to or endorsed on this transfer form.

f A very short note will suffice.

g 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, or a Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witnesses should appear before one of the above functionaries who having questioned the witnesses should sign the certificate on the back of this form.

As to instruments executed elsewhere, see Section 107 of the Real Property Act, 1900, Section 168 of the Conveyancing Act, 1919, and Section 52A of the Evidence Act, 1928.

h Repeat attestation if necessary.

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."

I, Harry Raymond Thurston of 84 Beecroft Road, Beecroft in the State of New South Wales, Bank Manager (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

ten shillings (£ 10/-) (the receipt whereof is hereby acknowledged) paid to me by The COUNCIL OF THE SHIRE OF HORNSBY (herein called the Council) do hereby transfer and grant to the Council and its successors out of ALL such my estate and interest in the land mentioned in the Schedule following: do hereby transfer to

County	Parish	Reference to Title	Volume	Folio	Description of Land
do	do	Part	1889	64	(if part only)
do	do	do	2961	26	being land edged red on plan annexed hereto marked "A"
do	do	do	1536	140	

full and free right and liberty for the Council and its successors to use the strip of land 6 feet wide extending and within the boundaries of said land edged in red in the plan annexed and marked with the letter "A" or any part thereof for the drainage and passage of surface water from water or soil AND to make lay out, construct and use and maintain on the said strip of land such channels cuttings drain pipes and other works as in the opinion of the Council or its successors may be required for such drainage and passage AND dig out and use any part of the clay sand gravel stone or earth from the said strip of land or from any part thereof for the making laying out or constructing of such works AND to leave all or any part of the clay sand gravel stone or earth dug out as aforesaid upon the said strip of land or upon any part thereof AND to remove and carry away any part of the clay sand gravel stone or earth dug out as aforesaid AND to inspect the condition of and to cleanse maintain repair relay or recover any works upon the said strip of land or upon any part thereof AND for any of the purposes aforesaid to enter into and upon the said strip of land or upon any part thereof at all reasonable times with surveyors workmen horses carts vehicles materials machinery or implements or with any other necessary things or persons and to bring and place and leave thereon or remove therefrom all necessary materials machinery implements and things.

ENCUMBRANCES, &c., REFERRED TO

Signed at Sydney the 10th day of March, 1964.

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

*Charles Kemball Cook*

Signed in my presence by the said

CHARLES KEMBALL COOK Shire Clerk  
for and on behalf of the Council of the Shire of Hornsby who is personally known to me

*Harry Raymond Thurston*

*Harry Raymond Thurston*  
Transferor

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

*Charles Kemball Cook*  
Transferee(s)

THIS SPACE TO BE LEFT FREE FROM NOTATION

NOT TO BE ALTERED BY ERASURE

\* 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 this 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 these substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

LODGED BY: WHITHEAD GREEN & COOP  
 Address: 92 Pitt Street, Sydney  
 Phone No: 25 1592

No. \_\_\_\_\_ PARTIAL DISCHARGE OF MORTGAGE  
 (N.B.—Before execution read marginal note)

I, **J 611457** 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.

i 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 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.

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.

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


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 \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, one thousand \_\_\_\_\_ and declared that he personally knew \_\_\_\_\_ the attesting witness to this instrument signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said \_\_\_\_\_ is \_\_\_\_\_ own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

k 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 has signed or acknowledged before one of these parties.

LEAVE THESE SPACES FOR DEPARTMENTAL USE

INDEXED	MEMORANDUM OF TRANSFER <i>and grant of easement for drainage</i>
Checked by <i>A.N.C.</i>	Particulars entered in Register Book, <i>on 27-8-1964</i>
Passed (in S.D.B.) by	at <i>3 o'clock</i>
Signed by <i>JA</i>	 Registrar General

DOCUMENTS LODGED HEREWITH	
To be filled in by person lodging dealing	
1. _____	4. _____
2. _____	5. _____
3. _____	6. _____
Received Docs. Nos. _____	
Receiving Clerk. _____	

PROGRESS RECORD

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

FEES.

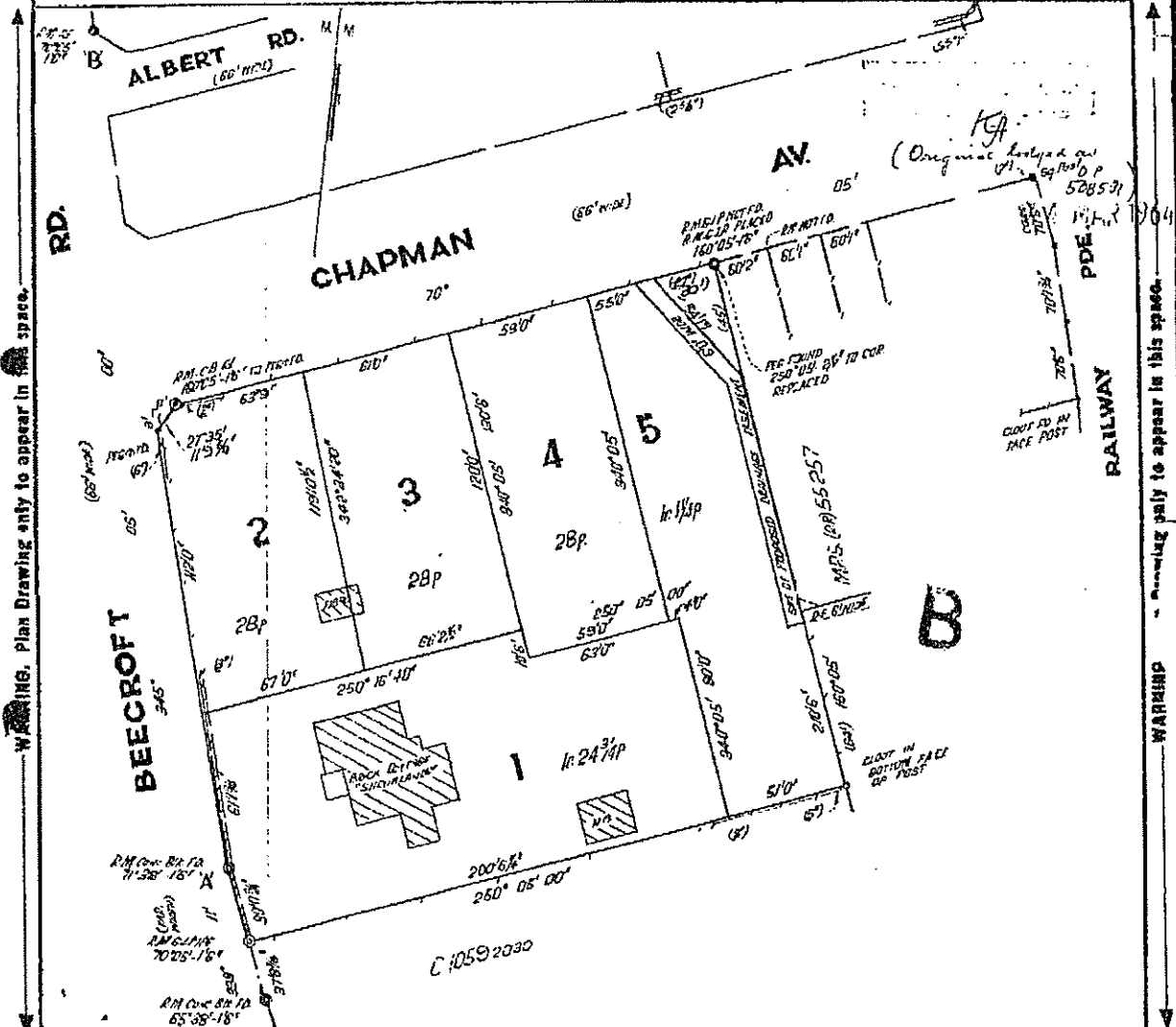
The Fees, which are payable on lodgment, are as follows:—  
 (a) £3 18s. 0d. where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £3. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 6s. 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.

this is the annexure marked with the letter "A" referred to in  
 Transfer of Easement from Harry Raymond Thurston to the Council  
 Form 1 of the Shire of Hornsby dated the 22nd day of March 1954. OFFICE USE ONLY

**PLAN OF**  
**SUBDIVISION OF LOTS 9 & 10 & P.T. 11 INC 10592030**

Munc./Shire/City Hornsby  
 Town or Locality Becroft  
 Parish Field of Mars  
 County Cumberland Scale 50 feet to an inch.

Registered: .....  
 C.A.: .....  
 Title System: .....  
 Purpose: .....  
 Ref. Map: .....  
 Last Plan: .....



WARNING. Plan Drawing only to appear in this space.

WARNING. Plan Drawing only to appear in this space.

Signatures, Seals and Statements of Dedications and Easements.

It is intended to dedicate the splayed corner of lot 2 to the public for road purposes

It is intended to create an easement for drainage 60' wide within lot 5 as shown hereon in favour of Hornsby Shire Council.

JOHN M. MENZIES  
 of 91, PHILIP ST. PARRAMATTA  
 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 (1) by me (2) under my immediate supervision in accordance with the Survey Practice Regulations, 1933 and was completed on 13th Dec 1954

Signature J. M. Menzies  
 Surveyor registered under Surveyors Act, 1929 as amended.  
 Datum of Assault A-B

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

Subdivision No. .... Date .....

Council Clerk .....



CONNECTION TO 'E'  
 78°34'45" 184.515 (SURV)  
 184.43 (DP 158074)  
 (C) 089-2020  
 (F) denote vide DP 108801

SSM 90166 - SSM 90531  
 185°44'51" 191.164 (NGA/GND)  
 185°44'51" 191.164 SURVEY  
 PM 7734 - SSM 90531  
 183°13'15" 130.843 (NGA/GND)  
 183°13'17" 130.844 SURVEY

SURVEYOR: MATT PLOMKAN

PLAN OF SUBDIVISION OF LOT 12 SECTION 6 DP 758074 AND LOT 1 DP 508531

L.G.A. HOENSBY  
 Locality: BEECROFT  
 Subdivision No. SC442015  
 Lengths are in metres. Reduction Ratio 1:500

Registered  
 5/11/2015

DP1203540

MARK	EXISTING	MONITORING	CLASS	ORDER	ZONE	METHOD
PM 7734	520 682.334	6 264.053 603	B	2	58	SGTMS
SSM 90166	320 872.042	6 264.113 800	B	2	58	SGTMS
SSM 90531	320 720.105	6 263.928 824	B	2	58	SGTMS
SSM 88447	320 815.05	6 264.154.22	U	U	58	CALCD

COMBINED SEA LEVEL SCALE FACTOR 0.999968  
 SOURCE: WGA COORDS ADOPTED FROM STNS ON 10 APRIL 2015

(B) EASEMENT FOR DRAINAGE 1.83 WIDE (6811457)  
 (A) EASEMENT TO DRAIN WATER 1.8 WIDE

STREET

WONGALA

CRESCENT

AVENUE

CHAPMAN

BEECROFT

HANNAH

MGA

ROAD


PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheets

Registered:  5.11.2015 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only  <h1>DP1203540</h1> Office Use Only
--	---

<b>PLAN OF SUBDIVISION OF LOT 12 SECTION 6 DP 758074 AND LOT 1 DP 508531</b>	LGA: HORNSBY Locality: BEECROFT Parish: FIELD OF MARS County: CUMBERLAND
--	---

Crown Lands NSW/Western Lands Office Approval I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: ..... Date: ..... File Number: ..... Office: .....	Survey Certificate I, MATT PLOWMAN of SDG LAND DEVELOPMENT SOLUTIONS PTY.LTD. a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on 7 <sup>TH</sup> JULY 2015 *(b) <del>The part of the land shown in the plan (*being/*excluding ^.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation.</del> *(c) <del>The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</del>
--	--

Subdivision Certificate I, <u>Ahmed Yazdani</u> ..... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: <u>A.F. Yazdani</u> ..... Accreditation number: ..... Consent Authority: <u>Hornsby Shire Council</u> ..... Date of endorsement: <u>24 August 2015</u> ..... Subdivision Certificate number: <u>SC/48/2015</u> ..... File number: <u>DA/81/2014</u> ..... *Strike through if inapplicable.	Signature: <u>M. Plowman</u> ..... Dated: 14-07-2015 Surveyor ID: 1533 Datum Line: 'X'-'Y' Type: *Urban/*Rural The terrain is *Level-Undulating ^*Steep-Mountaneous. *Strike through if inapplicable. ^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
---	--

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.	Plans used in the preparation of survey/compilation: <table style="width:100%"> <tr> <td>DP 758074</td> <td>DP 355257</td> <td>DP 608756</td> </tr> <tr> <td>DP 508531</td> <td>DP 350795</td> <td>DP 105211</td> </tr> <tr> <td>DP 601185</td> <td>DP 1008775</td> <td>DP 852354</td> </tr> <tr> <td>DP 1171294</td> <td>DP 1053444</td> <td>DP 840446</td> </tr> <tr> <td>DP 109801</td> <td>C1059-2030</td> <td>DP 1143389</td> </tr> <tr> <td>DP 1052911</td> <td>DP 627700</td> <td></td> </tr> </table>	DP 758074	DP 355257	DP 608756	DP 508531	DP 350795	DP 105211	DP 601185	DP 1008775	DP 852354	DP 1171294	DP 1053444	DP 840446	DP 109801	C1059-2030	DP 1143389	DP 1052911	DP 627700	
DP 758074	DP 355257	DP 608756																	
DP 508531	DP 350795	DP 105211																	
DP 601185	DP 1008775	DP 852354																	
DP 1171294	DP 1053444	DP 840446																	
DP 109801	C1059-2030	DP 1143389																	
DP 1052911	DP 627700																		

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Surveyor's Reference: 5809
--	----------------------------

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheets

Registered:  5.11.2015

Office Use Only

Office Use Only

**DP1203540**

**PLAN OF SUBDIVISION OF LOT 12  
SECTION 6 DP 758074 AND LOT 1 DP 508531**

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
  - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
  - Signatures and seals- see 195D *Conveyancing Act 1919*
  - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: ..... SC/48/2015 .....

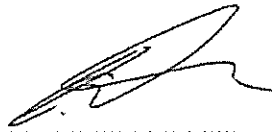
Date of Endorsement: ..... 24 August 2015 .....

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	83	BEECROFT	ROAD	BEECROFT
2	81	BEECROFT	ROAD	BEECROFT

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED,  
IT IS INTENDED TO CREATE:-

1. EASEMENT TO DRAIN WATER 1.8 WIDE

EXECUTED by )  
 Zivena Pty Ltd )  
 ACN 138 952 119 )  
 in accordance with s127 of )  
 the Corporations Act 2001 )

  
 .....  
**Charbel Elias**  
 Sole director/secretary

EXECUTED by )  
 CGU Pty Ltd )  
 ACN 098 938 571 )  
 in accordance with s127 of )  
 the Corporations Act 2001 )

  
 .....  
**Cvetoje Udovicic**  
 Sole director/secretary

Surveyor's Reference: 5809

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheets

Office Use Only

Office Use Only

Registered:  5.11.2015

DP1203540

PLAN OF SUBDIVISION OF LOT 12  
SECTION 6 DP 758074 AND LOT 1 DP 508531

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
  - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
  - Signatures and seals- see 195D *Conveyancing Act 1919*
  - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

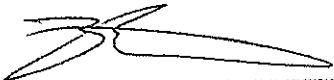
Subdivision Certificate number: SC/48/2015  
Date of Endorsement: 24 August 2015

Consent of Mortgagee AA432778

EXECUTED by COMMONWEALTH BANK  
OF AUSTRALIA TRADING AS BANKWEST  
ABN: 48 123 123 124 by it's duly  
constituted attorney under power  
of attorney no. Book 4636 No. 703

by its attorney:

Dated 7th August 2012 who at the date  
hereof had no notice of revocation of such  
power of attorney in the presence of:

  
Signature

STEVEN CORBETT  
Name

PRIVATE CLIENT MANAGER  
Title

  
An Officer of the Bank

KIM LE  
Witness name

Surveyor's Reference: 5809

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE  
AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 1 of 2 sheets)

Plan:  
**DP1203540**

Plan of Subdivision of Lot 12 Section 6 DP 758074 and  
Lot 1 DP 508531 covered by Council Subdivision  
Certificate No. SC/48/2015  
Dated: 24 August 2015

Full name and address of the  
owners of the land:

Zivena Pty Ltd  
318 Burwood Road  
BURWOOD NSW 2134

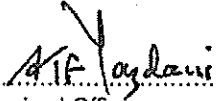
CGU Pty Ltd  
1 Murray Road  
CHELTENHAM NSW 2119

**PART 1**

No. of item shown in the intention panel on the plan	Identity of easements to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited Lot
1	Easement to drain water 1.8 Wide	2 LOT 5 DP 508531	1 1,2

**PART 2**

Approved by Hornsby Shire Council

  
Authorised Officer (AHMED YAZDANI)

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE  
AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

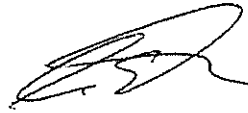
(Sheet 2 of 2 sheets)

Plan:

**DP1203540**

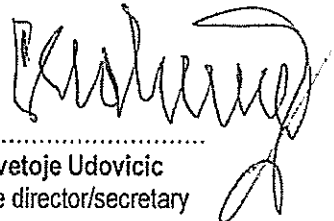
Plan of Subdivision of Lot 12 Section 6 DP 758074 and  
Lot 1 DP 508531 covered by Council Subdivision  
Certificate No. SC/48/2015  
Dated: 24 August 2015

EXECUTED by )  
Zivena Pty Ltd )  
ACN 138 952 119 )  
in accordance with s127 of )  
the Corporations Act 2001 )

  
.....  
Charbel Elias  
Sole director/secretary

**PART 2**

EXECUTED by )  
CGU Pty Ltd )  
ACN 098 938 571 )  
in accordance with s127 of )  
the Corporations Act 2001 )

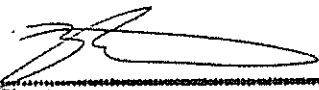
  
.....  
Cvetoje Udovicic  
Sole director/secretary


**Consent of Mortgage AA432778**

EXECUTED by COMMONWEALTH BANK  
OF AUSTRALIA TRADING AS BANKWEST  
ABN: 48 123 123 124 by it's duly  
constituted attorney under power  
of attorney no. Book 4636 No. 703

by its attorney:

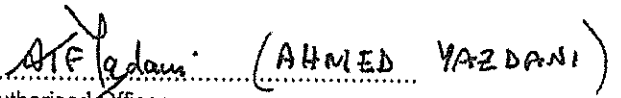
Dated 7th August 2012 who at the date  
hereof had no notice of revocation of such  
power of attorney in the presence of:

  
.....  
Signature  
STEVEN CORBETT  
.....  
Name  
PRIVATE CLIENT MANAGER  
.....  
Title

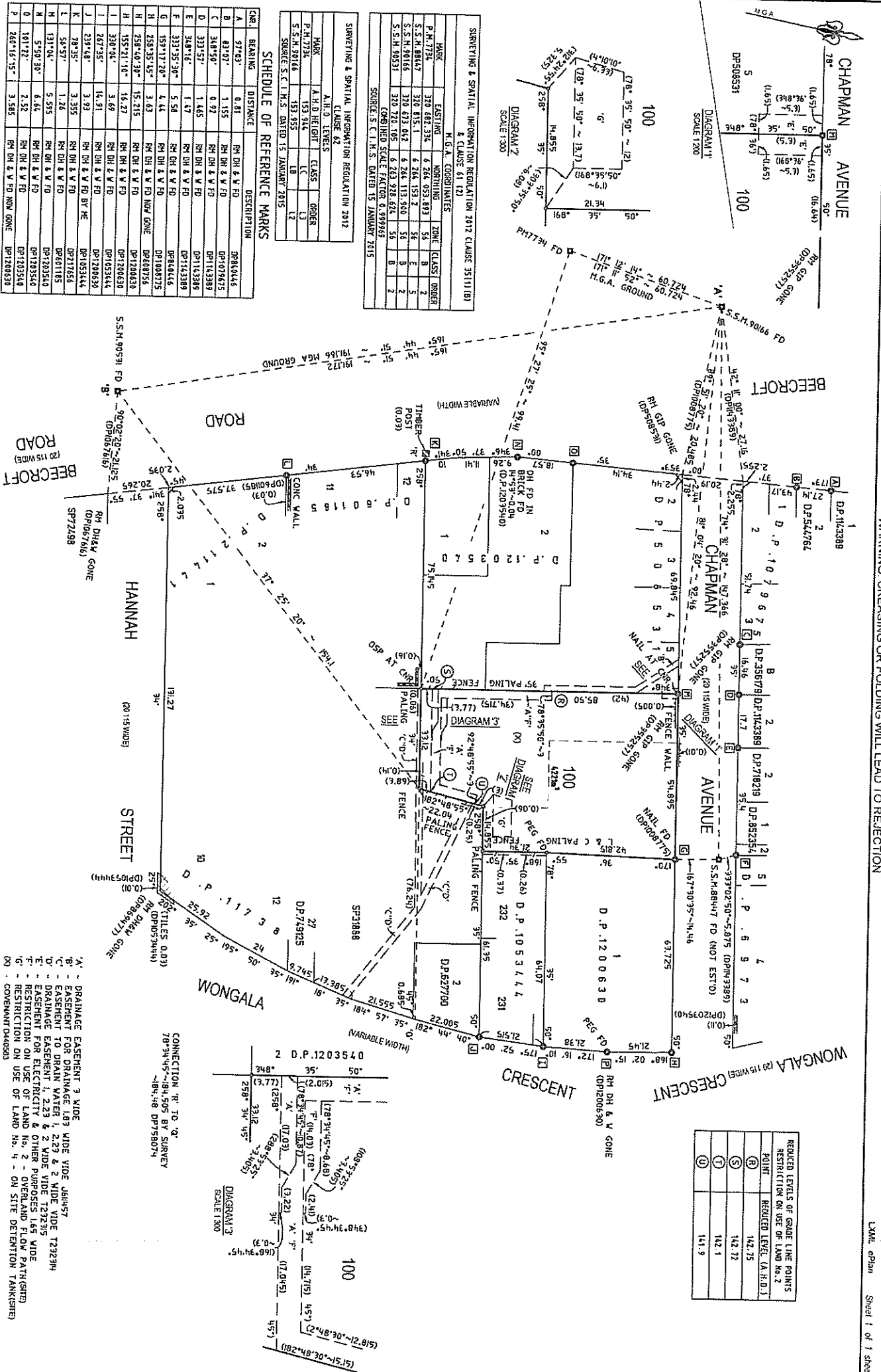
  
.....  
An Officer of the Bank  
KIM LE  
.....  
Witness name

5.11.2015  
  
REGISTERED

Approved by Hornsby Shire Council

  
.....  
Authorised Officer

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION



Surveyor: ANDREW RICHARD THOMAS  
 Date of Survey: 10 JULY 2015  
 Surveyor's Ref: 140-13

PLAN OF CONSOLIDATION OF LOTS A & B D.P. 350795, LOT A D.P. 355257, LOT X D.P. 380446 & EASEMENT WITHIN LOT 5 D.P. 508531

LGA: HORNSBY  
 Locality: BEECROFT  
 Subdivision No. 1  
 Registered 20 12 2016

DP1208341

PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

<p style="text-align: right; font-size: small;">Office Use Only</p> <p>Registered:  20.12.2016</p> <p>Title System: TORRENS</p> <p>Purpose: CONSOLIDATION</p>	<p style="text-align: right; font-size: small;">Office Use Only</p> <h1 style="text-align: center; margin: 0;">DP1208341</h1>																				
<p>PLAN OF                  CONSOLIDATION OF LOTS A &amp; B D.P.350795,                  LOT A D.P.355257, LOT X D.P.380446 &amp;                  EASEMENT WITHIN LOT 5 D.P.508531</p>	<p>LGA: HORNSBY</p> <p>Locality: BEECROFT</p> <p>Parish: FIELD OF MARS</p> <p>County: CUMBERLAND</p>																				
<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p>	<p style="text-align: center;">Survey Certificate</p> <p>I, <u>ANDREW RICHARD THOMAS</u>.....</p> <p>of <u>CRAIG &amp; RHODES PTY LTD</u>.....</p> <p>a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p><i>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on 10 JULY 2015.</i></p> <p><del><i>*(b) The part of the land shown in the plan (*being/*excluding ^.....) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that regulation.</i></del></p> <p><del><i>*(c) The land shown in the plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</i></del></p> <p>Signature <u>Andrew Thomas</u> Dated: <u>18/10/16</u></p> <p>Surveyor ID: <u>247</u></p> <p>Datum Line: <u>'A' - 'B'</u></p> <p>Type: <del>*Urban/*Rural</del></p> <p>The Terrain is <del>*Level-Undulating / *Steep-Mountainous</del></p> <p><i>*Strike through if inapplicable.</i></p> <p><i>^Specify the land actually surveyed or specify and land shown in the plan that is not the subject of the survey.</i></p>																				
<p style="text-align: center;">Subdivision Certificate</p> <p>I, .....                  *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: .....</p> <p>Accreditation number: .....</p> <p>Consent Authority: .....</p> <p>Date of endorsement: .....</p> <p>Subdivision Certificate number: .....</p> <p>File number: .....</p> <p><i>*Strike through inapplicable parts.</i></p>	<p>Plans used in the preparation of survey/compilation</p> <table style="width:100%; border: none;"> <tr> <td>D.P. 6973</td> <td>D.P. 758074</td> </tr> <tr> <td>D.P. 11738</td> <td>D.P. 840446</td> </tr> <tr> <td>D.P. 109801</td> <td>D.P. 852354</td> </tr> <tr> <td>D.P. 350795</td> <td>D.P. 1008775</td> </tr> <tr> <td>D.P. 355257</td> <td>D.P. 1053444</td> </tr> <tr> <td>D.P. 380446</td> <td>D.P. 1067616</td> </tr> <tr> <td>D.P. 432416</td> <td>D.P. 1079675</td> </tr> <tr> <td>D.P. 508531</td> <td>D.P. 1143389</td> </tr> <tr> <td>D.P. 601185</td> <td>D.P. 1200630</td> </tr> <tr> <td>D.P. 627700</td> <td>D.P. 1203540</td> </tr> </table> <p style="text-align: center; font-size: small;">If space is insufficient continue on PLAN FORM 6A</p>	D.P. 6973	D.P. 758074	D.P. 11738	D.P. 840446	D.P. 109801	D.P. 852354	D.P. 350795	D.P. 1008775	D.P. 355257	D.P. 1053444	D.P. 380446	D.P. 1067616	D.P. 432416	D.P. 1079675	D.P. 508531	D.P. 1143389	D.P. 601185	D.P. 1200630	D.P. 627700	D.P. 1203540
D.P. 6973	D.P. 758074																				
D.P. 11738	D.P. 840446																				
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D.P. 601185	D.P. 1200630																				
D.P. 627700	D.P. 1203540																				
<p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p>	<p>Surveyor's Reference: 140-13</p>																				
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p></p>																				

PLAN FORM 6A (2012)

WARNING: **Creasing or folding will lead to rejection**

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Registered:



20.12.2016

Office Use Only

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DP1208341

PLAN OF  
CONSOLIDATION OF LOTS A & B D.P.350795,  
LOT A D.P.355257, LOT X D.P.380446 &  
EASEMENT WITHIN LOT 5 D.P.508531

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
  - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
  - Signatures and seals - see 195D *Conveyancing Act 1919*
  - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: .....

Date of Endorsement: .....

SURVEYING & SPATIAL INFORMATION REGULATION 2012
CLAUSE 60(C)
SCHEDULE OF LOTS & ADDRESSES
STREET ADDRESSES NOT AVAILABLE

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED

TO CREATE:

1. DRAINAGE EASEMENT 3 WIDE
2. RESTRICTION ON USE OF LAND
3. POSITIVE COVENANT
4. RESTRICTION ON USE OF LAND
5. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 1.65 WIDE

TO RELEASE:

1. EASEMENT FOR DRAINAGE 1.83 WIDE & VARIABLE WIDTH VIDE D500591

If space is insufficient use additional annexure sheet

Surveyor's Reference: 140-13


PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Registered:  20.12.2016

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Office Use Only

DP1208341

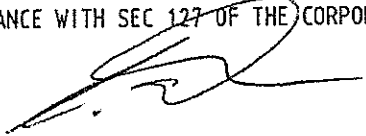
PLAN OF  
 CONSOLIDATION OF LOTS A & B D.P.350795,  
 LOT A D.P.355257, LOT X D.P.380446 &  
 EASEMENT WITHIN LOT 5 D.P.508531

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- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
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  - Signatures and seals - see 195D Conveyancing Act 1919
  - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: .....

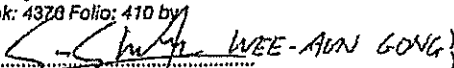
Date of Endorsement: .....

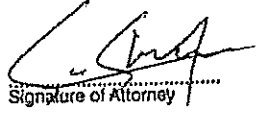
EXECUTED BY ZIVENA PTY LTD  
 ACN 138 952 119  
 IN ACCORDANCE WITH SEC 127 OF THE CORPORATIONS ACT



.....  
 SIGNATURE OF SOLE DIRECTOR & SECRETARY

CHARBEL ELIAS  
 NAME OF SOLE DIRECTOR & SECRETARY

Executed for and on behalf of )  
 Australia and New Zealand Banking Group Limited )  
 ABN 11 005 357 522 )  
 under Power of Attorney dated 18th November 2002 )  
 and registered in New South Wales )  
 Book: 4370 Folio: 410 by )  
 )  
 who certifies that he/she is a )  
 Senior Manager/ Manager )  
 and that he/she has not received )  
 revocation of that Power )



Signature of Attorney

In the presence of



Signature of Witness

Print name of Witness Jennifer Laurence

242 Pitt Street

SYDNEY NSW 2000

Address of Witness

20 Moomin St  
 Lalor Park 2147

If space is insufficient use additional annexure sheet

Surveyor's Reference: 140-13


PLAN FORM 6A (2012)

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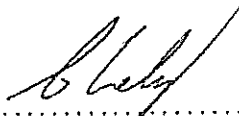
ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Registered:  20.12.2016 Office Use Only	Office Use Only
PLAN OF CONSOLIDATION OF LOTS A & B D.P.350795, LOT A D.P.355257, LOT X D.P.380446 & EASEMENT WITHIN LOT 5 D.P.508531	<h1 style="text-align: center;">DP1208341</h1>
Subdivision Certificate number: ..... Date of Endorsement: .....	

EXECUTED BY CAXTON PROPERTY (CHAPMAN) PTY LTD  
ACN 164 243 743  
IN ACCORDANCE WITH SEC 127 OF THE CORPORATIONS ACT

  
.....  
SIGNATURE OF DIRECTOR

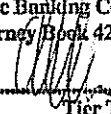
GRAHAM ROSS SELIG  
NAME OF DIRECTOR

  
.....  
SIGNATURE OF DIRECTOR

PAUL STEPHEN SELIG  
NAME OF DIRECTOR

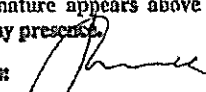
Certified correct for the purposes of the  
Real Property Act 1900 by the Mortgagee

SIGNED by MARY B AHEY as  
attorney for Westpac Banking Corporation  
under power of attorney Book 4299 No. 332

  
.....  
(Signature) Tier Three Attorney

By Executing this instrument the attorney  
states that the attorney has received no notice  
of the revocation of the power of attorney.

I certify that I am an eligible witness and that the  
attorney whose signature appears above signed  
this instrument in my presence.

Signature of witness:   
.....  
Name of witness: Jennifer Lawrence

Address of witness: Level 3, 275 Kent St  
20 Mosman St Sydney NSW 2000  
Labor Park 2147

S117RP Act requires that you must have known  
the signatory for more than 12 months or have  
sighted indentifying documentation.

If space is insufficient use additional annexure sheet

Surveyor's Reference: 140-13

ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Lengths are in Metres

Sheet 1 of 10 Sheets

Plan: **DP1208341**

Plan of Consolidation of Lots A & B DP  
 350795, Lot A DP 355257 & Lot X DP  
 380446 Easement within ~~Lot DP 508594~~  
**Lot 5 DP 508531**

Full Name and address of Proprietor of land: A/ 350795, B/ 350795, A/ 355257, X/ 380446,	CAXTON PROPERTY ( CHAPMAN ) PTY LTD (ACN 164 243 743) Suite 3 Level 4 51 Rawson Street EPPING NSW 2121
5/ 508531	ZIVENA PTY LTD (ACN 138 952 119) 318 Burwood Road Burwood NSW 2134

**Part 1 (Creation)**

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Drainage Easement 3 Wide	100	The Council of the Shire of Hornsby
2.	Restriction on Use of Land	100	The Council of the Shire of Hornsby
3.	Positive Covenant	100	The Council of the Shire of Hornsby
4.	Restriction on Use of Land	100	The Council of the Shire of Hornsby
5.	Easement for Electricity & other purposes 1.65 Wide	<del>100, 5/508534</del> <del>100/1227313</del> 5/508531	Ausgrid (ABN 67 507 337 385)

APPROVED BY The Council of the Shire of Hornsby

*A.F. Yazdani* (Ahmed Yazdani)  
 General Manager/Authorised Officer

ePlan

Lengths are in Metres

Sheet 2 of 10 Sheets

Plan: **DP1208341**

Plan of Consolidation of Lots A & B DP  
350795, Lot A DP 355257 & Lot X DP  
380446 Easement within ~~Lot DP 508591.~~  
**Lot 5 DP 508531**

**Part 1A (Release)**

	Identity of Easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement for Drainage 1.83 Wide & Variable Width Vide D500591	A/355257	The Council of the Shire of Hornsby

APPROVED BY The Council of the Shire of Hornsby .....  
General Manager/Authorised Officer *A.P. Yelan*

ePlan

Lengths are in Metres

Sheet 3 of 10 Sheets

Plan: **DP1208341**

Plan of Consolidation of Lots A & B DP  
350795, Lot A DP 355257 & Lot X DP  
380446 Easement within Lot DP 508504.  
Lot 5 DP 508531

## Part 2

**Terms of easement, profit à prendre, restriction or positive covenant numbered 1 in the plan.**

A Drainage Easement in the terms as set out in Memorandum No. 5341305 filed in Land & Property Information NSW.

**Name of Authority empowered to release vary or modify Easement numbered 1 in the plan is The Council of the Shire of Hornsby**

**Terms of easement, profit à prendre, restriction or positive covenant numbered 2 in the plan.**

1. The proprietors of the land abovementioned, hereinafter known as the "registered proprietor", shall include the registered proprietor of the land from time to time and all his heirs, executors, assigns and successors in title to the land and where there are two or more registered proprietors of the land the terms of this restriction shall bind all those registered proprietors jointly and severally.
2. The registered proprietor of the land so burdened shall, in respect of the lot and the "overland flow path" referred to on the abovementioned plan as 'F':-
  - a) not carry out, or allow to be carried out any change of land profile or earthworks or variation of overland flow path shape on that part of the burdened lot denoted (input reference);
  - b) except in accordance with a Hornsby Shire Council approved plan, not allow any building, erection or structure to be constructed, or allow to remain constructed or placed on that part of the burdened lot denoted 'F';
  - c) not carry out construction of any fencing on either that part of the burdened lot denoted 'F' or on lot boundaries adjacent that part of the burdened lot denoted 'F' without the written permission of Hornsby Shire Council ;
  - d) not propose construction of any habitable or lockable building or structure on a part of the burdened lot with a finished floor level lower than any level line perpendicular to and coincident with the Flood Planning Level line represented by joining points (R) and (S) and (T) and (U) referred to on the above mentioned plan being at levels 142.75 metres Australian Height Datum (AHD) and 142.72 metres AHD and 142.1 AHD and 141.9 respectively.

**Name of Authority empowered to release vary or modify Restriction numbered 2 in the plan is The Council of the Shire of Hornsby**

APPROVED BY The Council of the Shire of Hornsby ..... *A.F. Yalman* .....  
General Manager/Authorised Officer

ePlan

Lengths are in Metres

Sheet 4 of 10 Sheets

Plan: **DP1208341**

Plan of Consolidation of Lots A & B DP  
350795, Lot A DP 355257 & Lot X DP  
380446 Easement within Lot DP 508504.  
*Lot 5 DP 508531*

**Part 2 (cont)**

**Terms of Positive Covenant numbered 3 referred to in abovementioned plan.**

1. The proprietors of the land abovementioned, hereinafter known as the "registered proprietor", shall include the registered proprietor of the land from time to time and all his heirs, executors, assigns and successors in title to the land and where there are two or more registered proprietors of the land the terms of this covenant shall bind all those registered proprietors jointly and severally.
2. The registered proprietor of the land so burdened shall, in respect of the "on-site detention system" which expression shall include all ancillary gutters, downpipes, pipes, drains, walls, kerbs, pits, grates, tanks, basins and other surfaces designed to temporarily detain and control stormwater, hereinafter call "the system":-
  - a) permit stormwater to be temporarily detained by the system;
  - b) keep the system clean and free from silt, rubbish, debris and the like;
  - c) maintain the volume of the system to have a storage capacity of not less than 79 cubic metres and a maximum discharge rate, when full, of 113 litres per second;
  - d) maintain, repair and replace the system or any part thereof due to decay or damage without delay so that it functions in a safe and efficient manner;
  - e) permit the Hornsby Shire Council or it's authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect and undertake emergency works on the land so burdened for the compliance with the requirements of this clause;
  - f) comply with the terms of any written notice issued by the Hornsby Shire Council in respect to the requirements of this clause within the time stated in the notice;
  - g) meet any reasonable cost incurred by the Hornsby Shire Council in completing the work requested in writing pursuant to the above, where the registered proprietor fails to comply with any written request of the Hornsby Shire Council;
  - h) indemnify and keep indemnified the Hornsby Shire Council from and against all claims, demands, actions, suits, causes of actions, sum or sums of money, compensation, damages, costs and expenses which the Hornsby Shire Council or any other person may suffer as a result of any malfunction or non-operation of the system or any failure of the registered proprietor to comply with the terms of this covenant.

**Name of Authority empowered to release vary or modify Positive Covenant numbered 3 in the plan is The Council of the Shire of Hornsby.**

APPROVED BY The Council of the Shire of Hornsby ..... *A.F. Idani* .....  
General Manager/Authorised Officer

ePlan

Lengths are in Metres

Sheet 5 of 10 Sheets

Plan: **DP1208341**

Plan of Consolidation of Lots A & B DP  
350795, Lot A DP 355257 & Lot X DP  
380446 Easement within Lot DP 508504.  
*Lot 5 DP 508531*

**Part 2 (cont)**

**Terms of Restriction numbered 4 referred to in abovementioned plan.**

1. The proprietors of the land abovementioned, hereinafter known as the "registered proprietor", shall include the registered proprietor of the land from time to time and all his heirs, executors, assigns and successors in title to the land and where there are two or more registered proprietors of the land the terms of this restriction shall bind all those registered proprietors jointly and severally.
2. The registered proprietor of the land so burdened, in respect of the "on-site detention system" which expression shall include all ancillary gutters, downpipes, pipes drains, walls, kerbs, pits, grates, tanks, basins and other surfaces designed to temporarily detain and control stormwater, hereinafter called "the system":-
  - a) not allow any obstruction or interference of any kind to be erected, placed, created or performed so as to inhibit the flow of water to and from the system;
  - b) except in accordance with the Hornsby Shire Council approved plan, not allow any building erection or structure to be constructed, or allow to remain constructed or placed on that part of the burdened lot denoted 'G';
  - c) not carry out, or allow to be carried out any change of land profile or earthworks on that part of the burdened lot denoted 'G';
  - d) not carry out, or allow to be carried out any alterations to the system including surface levels, grates, pipes or any other material or elements thereof outside those normally required for formation, maintenance and proper function of the system.

**Name of Authority empowered to release vary or modify Restriction numbered 4 in the plan is The Council of the Shire of Hornsby.**

APPROVED BY The Council of the Shire of Hornsby ..... *A.F. Yedani* .....  
General Manager/Authorised Officer

ePlan

Sheet 6 of 10 Sheets

Lengths are in Metres

Plan: **DP1208341**

Plan of Consolidation of Lots A & B DP  
350795, Lot A DP 355257 & Lot X DP  
380446 Easement within ~~Lot DP 508594.~~  
Lot 5 DP 508531

**Part 2 (cont)**

**Terms of easement, profit à prendre, restriction or positive covenant numbered 5 in the plan.**

An easement is created on the terms and conditions as set out in memorandum Registered Number AG8223691B. In this easement, "Easement for Electricity and Other Purposes" is taken to have the same meaning as "Easement for Electricity Works" in the memorandum.

**Name of Authority empowered to release vary or modify the terms of the easement numbered 5 in the plan is Ausgrid**

APPROVED BY The Council of the Shire of Hornsby ..... *AIF Madani* .....  
General Manager/Authorised Officer

ePlan

Lengths are in Metres

Sheet 7 of 10 Sheets

Plan: **DP1208341**

Plan of Consolidation of Lots A & B DP  
350795, Lot A DP 355257 & Lot X DP  
380446 Easement within Lot DP 508504.  
Lot 5 DP 508531

Part 2 (cont)

EXECUTED by )  
CAXTON PROPERTY ( CHAPMAN ) )  
Pty Ltd )  
(ACN 164 243 743) )  
In accordance with section 127 of the )  
Corporation Act: )

Signature of DIRECTOR

Graham Ross Selig

Name of DIRECTOR

Signature of Director/Secretary

PAUL STEPHEN SELIG

Name of Director/Secretary

Certified correct for the purposes of the  
Real Property Act 1900 by the Mortgagee

SIGNED by MARK BAEHLER  
attorney for Westpac Banking Corporation  
under power of attorney Book 4299 No. 332

(Signature) [Signature]  
Tier Three Attorney

By Executing this Instrument the attorney  
states that the attorney has received no notice  
of the revocation of the power of attorney.

I certify that I am an eligible witness and that the  
attorney whose signature appears above signed  
this instrument in my presence

Signature of witness [Signature]

Name of witness: Jennifer Lawrence

Address of witness: Level 3, 275 Kent St  
20 Mosman St Sydney NSW 2000  
Labor Park 2147

S117RP Act requires that you must have known  
the signatory for more than 12 months or have  
sighted indentifying documentation.

APPROVED BY The Council of the Shire of Hornsby [Signature]  
General Manager/Authorised Officer

ePlan

Lengths are in Metres

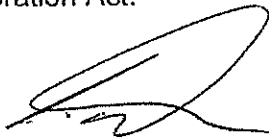
Sheet 8 of 10 Sheets

Plan: **DP1208341**

Plan of Consolidation of Lots A & B DP  
350795, Lot A DP 355257 & Lot X DP  
380446 Easement within Lot DP 508594.  
Lot 5 DP 508531

**Part 2 (cont)**

EXECUTED by )  
ZIVENA PTY LTD )  
(ACN 138 952 119) )  
In accordance with section 127 of the )  
Corporation Act: )



Signature of DIRECTOR SOLE DIRECTOR  
& SECRETARY

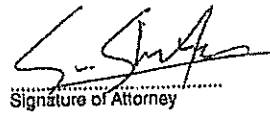
*Charbel Elias*

Name of DIRECTOR SOLE DIRECTOR  
SECRETARY

\_\_\_\_\_  
Signature of Director/Secretary

\_\_\_\_\_  
Name of Director/Secretary

Executed for and on behalf of )  
Australia and New Zealand Banking Group Limited )  
ABN 11 005 357 522 )  
under Power of Attorney dated 18th November 2002 )  
and registered in New South Wales )  
Book: 4376 Folio: 410 by )  
*WEE-AUN GONG* )  
who certifies that he/she is a )  
Senior Manager/ Manager )  
and that he/she has not received )  
notice of revocation of that Power. )



Signature of Attorney  
In the presence of



Signature of Witness

Print name of Witness *Jennifer Lawrence*  
20 Moomin St  
242 Pitt Street Labor Park 2147  
SYDNEY NSW 2000  
Address of Witness

APPROVED BY The Council of the Shire of Hornsby ..... *A. P. Yalamsi* .....  
General Manager/Authorised Officer

ePlan

Lengths are in Metres

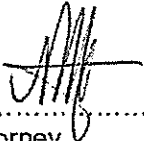
Sheet 9 of 10 Sheets

Plan: **DP1208341**


Plan of Consolidation of Lots A & B DP  
350795, Lot A DP 355257 & Lot X DP  
380446 Easement within ~~Lot DP 508594.~~  
Lot 5 DP 508531

**Part 2 (cont)**

EXECUTED for and on behalf of )  
AUSGRID by )  
Michael McHugh )  
..... )  
its duly constituted Attorney pursuant to )  
Power of Attorney Registered Book 4693 )  
No. 331 in the presence of : )

  
.....  
Attorney

Manager - Property & Fleet

  
.....  
Signature of Witness

Lisa Jane Anderson

.....  
Name of Witness (BLOCK LETTERS)

570 George Street

SYDNEY, NSW, 2000

.....  
Address of Witness

APPROVED BY The Council of the Shire of Hornsby .....  
General Manager/Authorised Officer

ePlan

Lengths are in Metres

Sheet 10 of 10 Sheets

Plan: **DP1208341**

Plan of Consolidation of Lots A & B DP  
350795, Lot A DP 355257 & Lot X DP  
380446 Easement within Lot DP 508591.  
Lot 5 DP 508591

**Part 2 (cont)**

Hornsby Shire Council by its authorised delegate  
pursuant to Section 378 Local Government Act 1993

I certify that I am an eligible witness and that  
the delegates signed in my presence

Signed by: *A.F. Yazdani*  
Name of the Delegate: *Ahmed Yazdani*  
Position: *Senior Development Engineer*

Signed by: *Chris Fraser*  
Name of the Witness: *Chris Fraser*  
Address of the Witness: 296 Peats Ferry Road  
Hornsby NSW 2077



APPROVED BY The Council of the Shire of Hornsby .....  
General Manager/Authorised Officer

*A.F. Yazdani*

**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919**

**Lengths are in metres:**

(Sheet 1 of 4 sheets)

**Plan: DP1230326**

Plan of Easement within Lot 200  
in DP1227313

**Full name and address  
of the owner of the Land**

ZIVENA PTY LTD  
ACN 138 952 119

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
1	Easement for Chair Lift and Access 3.0 wide (E)	Lot 200 DP1227313	Lot 1 DP1210606

Lengths are in metres:

(Sheet 2 of 4 sheets)

Plan: **DP1230326**

Plan of Easement within Lot 200  
DP1227313

## Part 2 (Terms)

### **1. Terms of Easement for Chair Lift and Access 3.0 Wide (E), Numbered One in the Plan**

Easement for Chair Lift and Access 3.0 wide (E)

The terms of Right of access as defined in Part 14 of schedule B of the conveyancing Act 1919 as amended, form part of the terms as this easement includes the following terms:

The Grantee has at all times the unrestricted right:

1.1 (a) to use the Easement site for the purpose; of operating a chair lift to provide access from the burdened land

(b) to go, pass and repass over the Easement Site by foot for all purposes;

(c) to construct, erect, attach or place a mechanical chair lift and associated lift motor room here in after referred to as improvements and services required to operate the chair lift on, in or under Easement Site;

(d) to allow the Improvements constructed, erected, placed or attached on, in or under the Easement Site to remain; and

(e) to Repair the Improvements constructed, erected, attached or placed on, in or under the Easement site.

1.2 Each item of Improvements constructed, erected, attached or placed on, in or under the Easements Site by the Grantee in accordance with its rights in this Easement must be operated, insured (if appropriate and possible) and Repaired by the Grantee at the Grantee's expense.

Lengths are in metres:

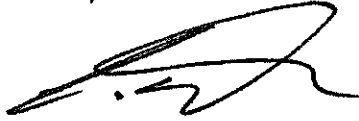
(Sheet 3 of 4 sheets)

Plan: **DP1230326**

Plan of Easement within Lot 200  
DP1227313

EXECUTED by  
ZIVENA PTY LTD  
ACN 138 952 119  
in accordance with Section 127  
of the Corporations Act

)  
)  
)  
)  
)



Signature of Director ~~Director~~ **SOLE DIRECTOR / SECRETARY**

Signature of Director/secretary

**CHARBEL ELIAS**  
NAME (please print)

NAME (please print)

Lengths are in metres:

(Sheet 4 of 4 sheets)


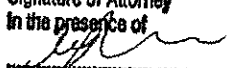
Plan: **DP1230326**

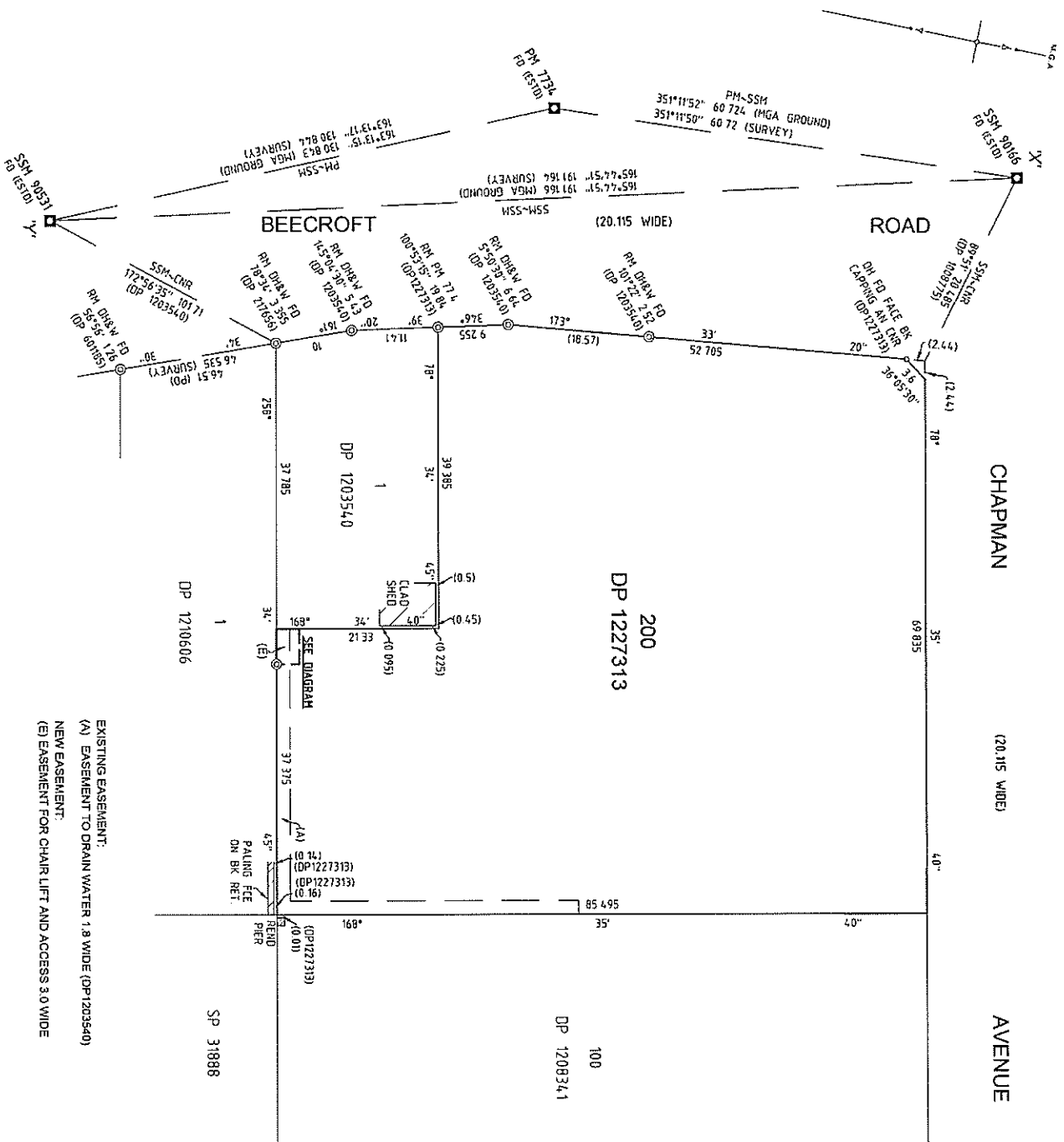
Plan of Easement within Lot 200  
DP1227313

Mortgagee: Australian and New Zealand Banking Group

Executed for and on behalf of  
Australia and New Zealand Banking Group Limited  
ABN 11 005 357 522  
under Power of Attorney dated 18th November 2002  
and registered in New South Wales  
Book 4376 Folio: 410 by

CROCKE CHETADE  
who certifies that he/she is a  
Senior Manager/Manager  
and that he/she has not received  
notice of revocation of that Power.

  
Signature of Attorney  
In the presence of  
  
Signature of Witness  
MARIL JOHNSON  
Print name of Witness  
3/184 Bourke Rd  
Alexandria NSW 2015  
Address of Witness



EXISTING EASEMENT:  
 (A) EASEMENT TO DRAIN WATER 1.8 WIDE (DP1203540)  
 NEW EASEMENT:  
 (E) EASEMENT FOR CHAIR LIFT AND ACCESS 3.0 WIDE

SURVEYING AND SPATIAL INFORMATION REGULATION 2012 CLAUSE 35(1)(B) & 6(1)(2)				
MARK	MGA CO-ORDINATES - ZONE 56	RODREADING	CLASS	ORDER METHOD SOURCE
PM 7734	320 682 314	6264 053 093	B	2 - SCMS
SSM 90166	320 613 042	6264 113 900	B	2 - SCMS
SSM 90531	320 720 105	6263 928 624	B	2 - SCMS

SOURCE: S.C.I.M.S 16-01-2017  
 COMBINED SCALE FACTOR: 0.999989

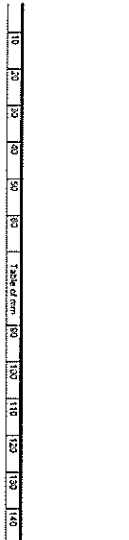
Surveyor: DAMIAN JOSEPH MAGUIRE  
 Date of Survey: 20-12-2016  
 Surveyor's Reference: 30171-441180P

PLAN OF EASEMENT WITHIN LOT 200 IN DP 1227313

LGA: HORNSBY  
 Locality: BEECROFT  
 Subdivision No: \_\_\_\_\_  
 Lengths are in metres Reduction Ratio 1:400

Registered  
 16.05.2017

DP1230326






PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Office Use Only  
Registered:  16.05.2017

Office Use Only  
**DP1230326**

PLAN OF EASEMENT WITHIN LOT 200 IN  
DP1227313

This sheet is for the provision of the following information as required:  
• A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*  
• Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*  
• Signatures and seals- see 195D *Conveyancing Act 1919*  
• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: .....  
Date of Endorsement: .....

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE:

- 1. EASEMENT FOR CHAIR LIFT AND ACCESS 3.0 WIDE (E)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 30171-44116 DP


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Office Use Only  
Registered:  16.05.2017

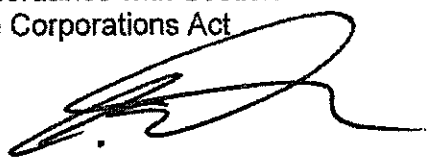
Office Use Only  
**DP1230326**

PLAN OF EASEMENT WITHIN LOT 200 IN  
DP1227313

This sheet is for the provision of the following information as required:  
• A schedule of lots and addresses - See 60(c) SSI Regulation 2012  
• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919  
• Signatures and seals- see 195D Conveyancing Act 1919  
• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: .....  
Date of Endorsement: .....

EXECUTED by )  
ZIVENA PTY LTD )  
ACN 138 952 119 )  
in accordance with Section 127 )  
of the Corporations Act )



Signature of Director ~~Director~~ **SOLE DIRECTOR/ SECRETARY**

Signature of Director/secretary

**CHARISEL ELIAS**  
NAME (please print)

NAME (please print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 30171-44116 DP


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Office Use Only  
Registered:  16.05.2017

Office Use Only  
**DP1230326**



PLAN OF EASEMENT WITHIN LOT 200 IN  
DP1227313

This sheet is for the provision of the following information as required:  
• A schedule of lots and addresses - See 60(c) SSI Regulation 2012  
• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919  
• Signatures and seals- see 195D Conveyancing Act 1919  
• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: .....  
Date of Endorsement: .....

Mortgagee: Australian and New Zealand Banking Group

Executed for and on behalf of  
Australia and New Zealand Banking Group Limited  
ABN 11 005 357 522  
under Power of Attorney dated 18th November 2002  
and registered in New South Wales  
Book 4376 Folia: 410 by  
**GEORGE CHEVADE**  
who certifies that he/she is a  
Senior Manager/Manager  
and that he/she has not received  
notice of revocation of that Power.

  
Signature of Attorney  
in the presence of  
  
Signature of Witness  
**MARLE JOHNSON**  
Print name of Witness  
3/184 Bourke Rd  
Alexandria NSW 2015  
Address of Witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: 30171-44116 DP



Your Legal Company  
6/90 John Street  
CABRAMATTA NSW 2166

**PLANNING CERTIFICATE UNDER SECTION 149 (2)**  
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 AS AMENDED

Certificate Number: A1737219  
Reference:  
Issue Date: 21 June 2017  
Receipt No.: 6088180  
Fee Paid: \$53.00

ADDRESS: No. 89/7 Chapman Avenue, BEECROFT NSW 2119  
DESCRIPTION: Lot 89 SP 90780

The land is zoned: R4 High Density Residential

The information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment Regulation 2000.

---

**THIS CERTIFICATE IS DIRECTED TO THE FOLLOWING MATTERS  
PRESCRIBED UNDER SECTION 149 (2) OF THE ABOVE ACT.**

---

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

- (1) The name of each environmental planning instrument that applies to the carrying out of development on the land.

(A) **Local Environmental Plans**

The Hornsby Local Environmental Plan (HLEP) 2013, as amended, applies to all land in the Shire unless otherwise stated in this certificate.

Refer to Council's website [www.hornsby.nsw.gov.au/hlep](http://www.hornsby.nsw.gov.au/hlep) to view the HLEP.

**State Environmental Planning Policies**

SEPP No. 1 - Development Standards  
 SEPP No. 19 - Bushland in Urban Areas  
 SEPP No. 21 - Caravan Parks  
 SEPP No. 30 - Intensive Agriculture  
 SEPP No. 33 - Hazardous and Offensive Development  
 SEPP No. 44 - Koala Habitat Protection  
 SEPP No. 50 - Canal Estate Development  
 SEPP No. 55 - Remediation of Land  
 SEPP No. 62 – Sustainable Aquaculture  
 SEPP No. 64 – Advertising and Signage  
 SEPP No. 65 – Design Quality of Residential Apartment Development  
 SEPP No. 70 – Affordable Housing (Revised Schemes)  
 SEPP No. 71 – Coastal Protection  
 SEPP (Building Sustainability Index: BASIX) 2004  
 SEPP (Housing for Seniors or People with a Disability) 2004  
 SEPP (State Significant Precincts) 2005  
 SEPP (Mining, Petroleum Production and Extractive Industries) 2007  
 SEPP (Miscellaneous Consent Provisions) 2007  
 SEPP (Infrastructure) 2007  
 SEPP (Exempt and Complying Development Codes) 2008  
 SEPP (Affordable Rental Housing) 2009  
 SEPP (State and Regional Development) 2011

**Deemed State Environmental Planning Policies**

SREP (Sydney Harbour Catchment) 2005

- (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 Secretary has notified the

council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

(A) **Proposed Local Environmental Plans**

**YES**

Council has re-exhibited a *Housekeeping Planning Proposal* that seeks to amend the *HLEP 2013* to resolve some of the identified issues raised during the exhibition period which were outside the scope of a translation. The *Planning Proposal* also seeks to rectify a number of anomalies and mapping issues that have been identified since the Plan came into force in October 2013. At its meeting on 13 July 2016, Council resolved to endorse the Planning Proposal and forward it to the Department of Planning and Environment for its making.

(B) **Proposed State Environmental Planning Policies**

**YES**

Draft *State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017 (draft SEPP)* applies to the land. The *draft SEPP* provides controls for child care facilities, schools, universities and TAFEs. It consolidates national and state requirements for child care facilities, and expands exempt and complying development provisions for schools and tertiary institutions. The *draft SEPP* can be viewed on the Department of Planning and Environment's website.

**YES**

Draft *State Environmental Planning Policy (Vegetation) 2017 (Vegetation SEPP)* has been placed on public exhibition. The *Vegetation SEPP* is proposed to safeguard native vegetation by providing a consistent approach to land clearing in NSW. The *Vegetation SEPP* will also ensure the biodiversity offset scheme will apply to all clearing of native vegetation that exceeds the offset thresholds and does not require development consent. Further information on the *Vegetation SEPP* can be obtained by viewing the Explanation of Intended Effect and Frequently Asked Questions on the proposed policy [www.planning.nsw.gov.au/vegetationSEPP](http://www.planning.nsw.gov.au/vegetationSEPP)

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

Hornsby Development Control Plan (HDCP) 2013

Refer to Council's website [www.hornsby.nsw.gov.au/hdcp](http://www.hornsby.nsw.gov.au/hdcp) to view the HDCP.

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

**2. Zoning of land use under relevant LEPs**

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP).

- (A) The HLEP 2013 applies to the land unless otherwise stated in this certificate and identifies the land to be:

R4 High Density Residential

- (B) The purpose for which the instrument provides that development may be carried out within the zone without the need for development consent:

**Refer to Attachment**

Note: Also refer to the applicable SEPP instrument for provisions regarding Development without Consent and Exempt Development

- (C) The purposes for which the instrument provides that development may not be carried out within the zone except the development consent:

**Refer to Attachment**

Note: Also refer to the applicable SEPP instrument for provisions regarding Development with Consent.

- (D) The purposes for which the instrument provides that development is prohibited within the zone:

**Refer to Attachment**

- (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?

**NO**

- (G) Whether the land is in a conservation area (however described)?

**YES**

- (H) Whether an item of environmental heritage (however described) is situated on the land?

**YES**

2A.

**Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006**

To the extent that the land is within any zone (however described) under:

- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 and (the 2006 SEPP)*, or
- (b) a Precinct Plan (within the meaning of the 2006 SEPP), or
- (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the ACT.

NO

### 3. Complying Development

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(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Developments Code) 2008*. If complying development may not be carried out on that land because of the provisions of clauses 1.17A(c) and (d) and 1.19 of that policy, the reasons why it may not be carried out under that clause.

#### General Housing Code and Rural Housing Code

Complying Development under the General Housing Code or Rural Housing Code **may not** be carried out on the land. The land is affected by specific land exemptions.

Note. Any specific land exemptions listed apply to all or part of the land. Complying development that is located on a part of the land that does not comprise the land that forms a specific land exemption may be carried out on that part of the land. The land that does not satisfy the various land based requirements under Clauses 1.17A, 1.18 and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 are shown coloured red in Council's web-based Mapping Application by ticking the "Code SEPP-Non Complying Land/General and Rural Housing" map layers. The Mapping Application can be accessed on desktop computers, tablets or mobile phones by clicking on the relevant link on Council's HLEP webpage [www.hornsby.nsw.gov.au/hlep](http://www.hornsby.nsw.gov.au/hlep)

- All or part of the land is within a heritage conservation area. Complying development that is only the erection of a detached outbuilding and construction of a swimming pool **may** be carried out on the land, if the heritage conservation area is the only specific land exemption. (Clause 1.19).
- All or part of the land is an item that is listed under Schedule 5 Environmental Heritage of the *HLEP*. Complying development that is located on a part of the land that does not comprise the land that is listed under Schedule 5 Environmental Heritage of the *HLEP* may be carried out on that part of the land, if the heritage item is the only specific land exemption. (Clause 1.17A)

#### Commercial and Industrial (New Buildings and Additions) Code

Complying Development under the Commercial and Industrial (New Buildings and Additions) Code **may not** be carried out on the land. The land is affected by specific land exemptions.

Note. Any specific land exemptions listed apply to all or part of the land. Complying development that is located on a part of the land that does not comprise the land that forms a specific land exemption may be carried out on that part of the land. The land that does not satisfy the various land based requirements under Clauses 1.17A, 1.18 and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 are shown coloured orange in Council's web-based Mapping Application by ticking the "Code SEPP-Non Complying Land/Commercial and Industrial" map layers. The Mapping Application can be accessed on desktop computers, tablets or mobile phones by clicking on the relevant link on Council's HLEP webpage [www.hornsby.nsw.gov.au/hlep](http://www.hornsby.nsw.gov.au/hlep)

- All or part of the land is within a heritage conservation area. Complying development that is only the erection of a detached outbuilding and construction of a swimming pool **may** be carried out on the land, if the heritage conservation area is the only specific land exemption. (Clause 1.19).
- All or part of the land is an item that is listed under Schedule 5 Environmental Heritage of the *HLEP*. Complying development that is located on a part of the land that does not comprise the land that is listed under Schedule 5 Environmental Heritage of the *HLEP* may be carried out on that part of the land, if the heritage item is the only specific land exemption. (Clause 1.17A)

#### **Housing Alterations, General Development, Commercial and Industrial Alterations, Subdivisions, Demolition and Fire Safety Codes (Other Codes)**

Complying Development under the Housing Alterations Code, General Development Code, Commercial and Industrial Alterations Code, Subdivisions Code, Demolition Code or Fire Safety Code **may not** be carried out on the land. The land is affected by specific land exemptions.

Note. Any specific land exemptions listed apply to all or part of the land. Complying development that is located on a part of the land that does not comprise the land that forms a specific land exemption may be carried out on that part of the land. The land that does not satisfy the various land based requirements under Clauses 1.17A, 1.18 and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 are shown coloured purple in Council's web-based Mapping Application by ticking the "Code SEPP-Non Complying Land/Codes Other" map layers. The Mapping Application can be accessed on desktop computers, tablets or mobile phones by clicking on the relevant link on Council's HLEP webpage [www.hornsby.nsw.gov.au/hlep](http://www.hornsby.nsw.gov.au/hlep)

- All or part of the land is an item that is listed under Schedule 5 Environmental Heritage of the *HLEP*. Complying development that is located on a part of the land that does not comprise the land that is listed under Schedule 5 Environmental Heritage of the *HLEP* may be carried out on that part of the land, if the heritage item is the only specific land exemption. (Clause 1.17A)

#### **4.**

#### **Coastal Protection**

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 Services, Technology and Administration.

NO

**4A. Certain information relating to beaches and coasts**

- (1) In relation to a coastal council – 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 the Act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with.

NO

- (2) In relation to a coastal council:
- (a) whether the 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), and
- (b) if works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

NO

**4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**

Whether the owner (or previous owner) of the land has been 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).

NO

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.

**5. Mine subsidence**

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961?

NO

**6. Road widening and road realignment**

Whether or not the land is affected by any road widening or road alignment under –

- (A) Division 2 of Part 3 of the Roads Act 1993; or

NO

- (B) any environmental planning instrument; or

NO

- (C) any resolution of council?

NO

**7. Council and other public authority policies on hazard risk restrictions**

Whether or not the land is affected by a policy:

- (a) adopted by council, or  
 (b) 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 planning certificates issued by the council,

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)?

Council's and other public authorities' policies on hazard risk restrictions are as follows:

- (A) **Landslip**

**YES**

All or part of the land has a gradient in excess of 20%. Section 1C.1.4 Earthworks and Slope of the *Hornsby DCP 2013* contains provisions that restrict development on land with the potential for landslip. Specifically, the provisions require certification from a geotechnical engineer as to the stability of the slope in regards to the proposed design of development on sloping sites with a gradient in excess of 20%.

*Hornsby DCP 2013* can be viewed on Council's website [hornsby.nsw.gov.au/hdcp](http://hornsby.nsw.gov.au/hdcp) or at Council's Administration Building or Libraries.

**Note:** This is a statement of Council and/or Public Authority Policy as the land has a landslip risk but NOT a statement on whether or not the property is or has been affected by landslip.

- (B) **Bushfire**

NO

- (C) **Tidal inundation**

NO

(D) **Subsidence**

NO

(E) **Acid Sulfate Soils**

NO

(F) **Land contamination**

NO

Council's electronic property records do not identify the land to be contaminated, being contaminated, as having been remediated or being remediated. Notwithstanding, consideration of Council's policy and the application of provisions under relevant State legislation may still be warranted if upon further evaluation the land is found to be contaminated or potentially contaminated.

Section 1.C.3.4 Land Contamination of the *Hornsby DCP 2013* contains provisions that restrict the development of land affected by contamination or that is potentially contaminated. Specifically, the provisions may require preliminary contamination assessments, detailed investigations, remedial action plans, validation reports and site audit statements to be undertaken pursuant to *SEPP No. 55 Remediation of Land* before a site is suitable for certain development.

*Hornsby DCP 2013* can be viewed on Council's website [hornsby.nsw.gov.au/hdcp](http://hornsby.nsw.gov.au/hdcp) or at Council's Administration Building or Libraries.

**Notes:** Council undertakes a thorough review of all relevant records (including hard copy property files) for land within zones with a higher propensity for potentially contaminating land uses (i.e. non-residential zoned land) to identify previously approved land uses which have the potential to cause contamination in accordance with the *Managing Land Contamination - Planning Guidelines*. The result of this review is provided on Certificates issued under Section 149(5) of the *EP&A Act 1979*.

If you have any queries regarding a landowner's obligations in relation to contamination issues, it is recommended that you seek your own independent professional advice.

(G) **Any other risk**

NO

**7A. Flood related development controls information**

(1) 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

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

NO

- (3) Word and expressions in this clause have the same meaning as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

**8. Land reserved for acquisition**

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.

- (A) **State Environmental Planning Policy?**

NO

- (B) **Hornsby Local Environmental Plan 2013?**

NO

- (C) **Planning Proposal?**

NO

**9. Contribution plans**

The name of each contribution plan applying to the land:

**Hornsby Section 94 Development Contributions Plan 2014 – 2024**  
**Hornsby Section 94A Development Contributions Plan 2014 – 2024**

**9A. Biodiversity Certified land**

Whether the land is biodiversity certified land under Part 7AA of the Threatened Species Conservation Act 1995?

NO

**10. Biobanking Agreements**

Whether the land is land to which a biobanking agreement under part 7A of the Threatened Species Conservation Act 1995 relates, (but only if the council has been

notified of the existence of the agreement by the Secretary of the Department of Environment, Climate Change and Water)?

NO

**11. Bush fire prone land**

Has all or part of the land been identified as bush fire prone land?

NO

**12. Property vegetation plans**

Has the council been notified that a property vegetation plan under the Native Vegetation Act 2003 applies to this land?

NO

**13. Orders under Trees (Disputes Between Neighbours) Act 2006**

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

NO

**14. Directions under Part 3A**

Whether there is 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 project or a stage of a project on the land under Part 4 of the Act does not have effect?

NO

**15. Site compatibility certificates and conditions for seniors housing**

(a) Whether there is a current site compatibility certificate (seniors housing) of which council is aware, issued under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 in respect of proposed development on this land?

NO

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

NO

**16. Site compatibility certificates for infrastructure**

Whether there is a valid site compatibility certificate (infrastructure), issued in respect of proposed development on this land?

NO

**17. Site compatibility certificates and conditions for affordable rental housing**

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

NO

(2) Whether there are any terms of a kind referred to in clause 17(1) or 38(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

**18. Paper subdivision information**

(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

**NO DEVELOPMENT PLAN APPLIES**

(2) The date of any subdivision order that applied to the land.

**NO SUBDIVISION ORDER APPLIES**

(3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

**19. Site verification certificates**

Whether there is a current site verification certificate, of which the council is aware, 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 the 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 the 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 the Act – if it is subject to such an order at the date when the certificate is used,

NO

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

NO

**Note:** Section 26 of the *Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009* provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the council is provided with a copy of the exemption or authorisation by the Co-ordinator General under that Act.

NO

The NSW Infrastructure Co-ordinator General **has not** issued an order under Section 23 or an authorisation under Section 24 of the *Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009*.

**20. Loose-fill asbestos insulation**

Whether the land includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division?

NO

ROBERT STEPHENS



Acting General Manager per

**PLEASE NOTE: COUNCIL RETAINS THE ELECTRONIC ORIGINAL OF THIS CERTIFICATE.**

**WHERE THIS CERTIFICATE REFERS TO INFORMATION DISPLAYED ON COUNCIL'S WEBSITE OR TO ANY EXTERNAL WEBSITE, IT REFERS TO INFORMATION DISPLAYED ON THE WEBSITE ON THE DATE THIS CERTIFICATE IS ISSUED.**

# Hornsby Local Environmental Plan 2013 - Land Use Table

## Zone R4 High Density Residential

### 1 Objectives of zone

- To provide for the housing needs of the community within a high density residential environment.
- To provide a variety of housing types within a high density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.

### 2 Permitted without consent

Environmental protection works

### 3 Permitted with consent

Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dwelling houses; Emergency services facilities; Flood mitigation works; Home-based child care; Home occupations; Neighbourhood shops; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Residential flat buildings; Respite day care centres; Roads; Shop top housing; Water reticulation systems

### 4 Prohibited

Any development not specified in item 2 or 3

# SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF HORNSBY SUBURB OF Beecroft

SSD 915703

**INDICATES - DRAINAGE FITTINGS**

■	Manhole	⊠ P	P. Trap
□ Chr	Chamber	⊠ R	Reflux Valve
⊠	Lamphole	◊	Cleaning Eye
⊠	Boundary Trap	⊙ Vert	Vertical Pipe
⊠	Inspection Shaft	IP	Induct Pipe
⊠ PHT	Pit	MF	Micro Flap
⊠ IG	Grease Interceptor	⊙ RP	Roading Point
⊠	Gully	↘	Sloped Junction
⊠ TMS	Terminal Maint. Shaft	⊙	Vertical Junction
⊠ MS	Maintenance Shaft	↖	On back Junction

**SYMBOLS AND ABBREVIATIONS**

**INDICATES - PLUMBING FIXTURES & OR FITTINGS**

CO	Clean out	Bid	Bidet
○ V	Vent Pipe	S	Shower
T	Tubs	DW	Dishwasher
K	Kitchen Sink	F	Floor Waste
W	Water Closet	M	Washing Machine
B	Bath Waste	BS	Bar Sink
H	Handbasin	LS	Lab Sink

**INDICATES - PLUMBING ON MORE THAN ONE LEVEL**

○ SVP	Soil Vent Pipe	○ WS	Waste Stack
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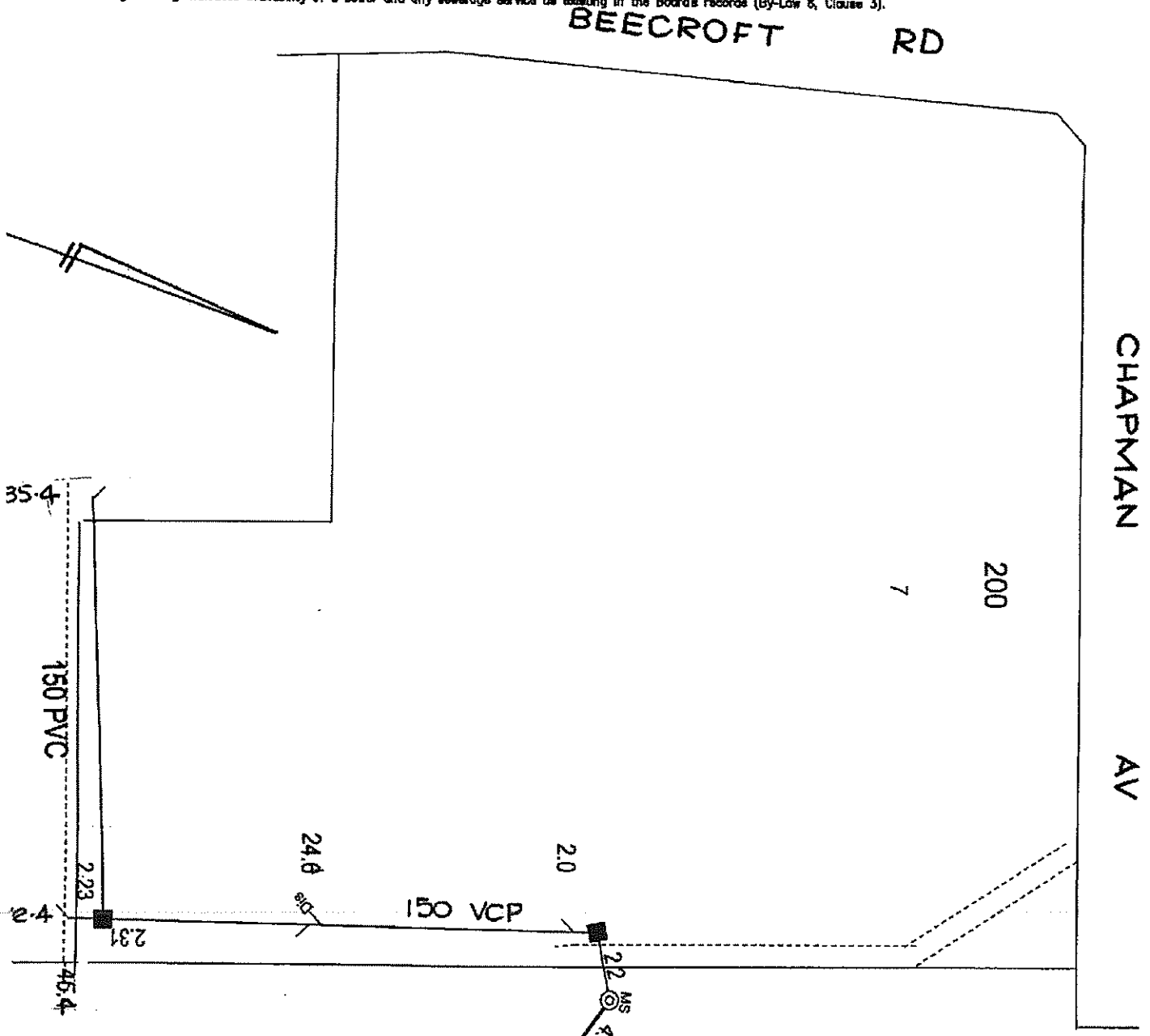
---	E	ELEC.
⊙	⊙	Pump Unit
⊠	⊠	Boundary Valve
⊠ PRV	⊠	Boundary Valve with PRV
⊠	⊠	Alarm Control Panel
⊠	⊠	LP Stop Valve
⊠	⊠	LP Air Valve
⊠	⊠	LP Reducer
⊠	⊠	HSV Flow Monitor
⊠	⊠	Vacuum Chamber
⊠	⊠	Flushing Point

Scale: Approx 1:500 Distances/depths in metres Pipe diameters in millimetres Boundary Trap not required

**SEWER AVAILABLE**

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at Board's Business Offices. (Section 33 of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only and in general the outlines of building may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendment to these plans. Discrepancies in position and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licensee is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised.

NOTE: This diagram only indicates availability of a sewer and any sewerage service as existing in the Board's records (By-Law 8, Clause 3).



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.