

2/7 Altair Place  
**HINCHINBROOK**  
Draft Contract

**McGrath**

# Contract for the sale and purchase of land 2018 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW Duty:</b>
vendor's agent	<b>MCGRATH ESTATE AGENTS</b> 265 Macquarie Street Liverpool NSW 2170 Ph: 9824 1100	
co-agent vendor	<b>CHRISTINE JOAN AGIUS AND DEREK JOHN BARDOWSKI</b> 2/7 Altair Place Hinchinbrook NSW 2168	
vendor's solicitor	<b>SHARPE LEGAL AND CONVEYANCING</b> Level 2 Smart Work Hub, 351 Oran Park Drive Oran Park NSW 2570 PO Box 814 Narellan NSW 2567 Email: melissa@sharpelegal.com.au	Ph: (02) 4605 1501
date for completion	42nd	day after the contract date (clause 15)
land (address, plan details and title reference)	2/7 Altair Place HINCHINBROOK NSW 2168 Being Lot 8 in Strata Plan 88006 Folio: 8/SP88006	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: townhouse	
attached copies	documents in the List of Documents as marked or 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 checked="" type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> other: ducted air conditioning		
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

<b>vendor</b>	<b>GST AMOUNT</b> (optional) The price includes GST of: \$	<b>witness</b>
<b>purchaser</b> <input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares		<b>witness</b>

## Choices

Vendor agrees to accept a **deposit-bond** (clause 3)  NO  yes  
 Proposed **electronic transaction** (clause 30)  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-O
- input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an *RW payment* (residential withholding payment)  NO  yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

***RW payment (residential withholding payment) – further details***

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW payment*: \$

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the *RW rate* (residential withholding rate): \$

Amount must be paid:  AT COMPLETION  at another time (specify):

Is any of the consideration not expressed as an amount in money?  NO  yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

## List of Documents

<p><b>General</b></p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</p> <p><input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 16 other document relevant to tenancies</p> <p><input type="checkbox"/> 17 licence benefiting the land</p> <p><input type="checkbox"/> 18 old system document</p> <p><input type="checkbox"/> 19 Crown purchase statement of account</p> <p><input type="checkbox"/> 20 building management statement</p> <p><input type="checkbox"/> 21 form of requisitions</p> <p><input type="checkbox"/> 22 <i>clearance certificate</i></p> <p><input type="checkbox"/> 23 land tax certificate</p> <p><b>Home Building Act 1989</b></p> <p><input type="checkbox"/> 24 insurance certificate</p> <p><input type="checkbox"/> 25 brochure or warning</p> <p><input type="checkbox"/> 26 evidence of alternative indemnity cover</p> <p><b>Swimming Pools Act 1992</b></p> <p><input type="checkbox"/> 27 certificate of compliance</p> <p><input type="checkbox"/> 28 evidence of registration</p> <p><input type="checkbox"/> 29 relevant occupation certificate</p> <p><input type="checkbox"/> 30 certificate of non-compliance</p> <p><input type="checkbox"/> 31 detailed reasons of non-compliance</p>	<p><b>Strata or community title (clause 23 of the contract)</b></p> <p><input checked="" type="checkbox"/> 32 property certificate for strata common property</p> <p><input checked="" type="checkbox"/> 33 plan creating strata common property</p> <p><input checked="" type="checkbox"/> 34 strata by-laws</p> <p><input type="checkbox"/> 35 strata development contract or statement</p> <p><input type="checkbox"/> 36 strata management statement</p> <p><input type="checkbox"/> 37 strata renewal proposal</p> <p><input type="checkbox"/> 38 strata renewal plan</p> <p><input type="checkbox"/> 39 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 40 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 41 plan creating neighbourhood property</p> <p><input type="checkbox"/> 42 neighbourhood development contract</p> <p><input type="checkbox"/> 43 neighbourhood management statement</p> <p><input type="checkbox"/> 44 property certificate for precinct property</p> <p><input type="checkbox"/> 45 plan creating precinct property</p> <p><input type="checkbox"/> 46 precinct development contract</p> <p><input type="checkbox"/> 47 precinct management statement</p> <p><input type="checkbox"/> 48 property certificate for community property</p> <p><input type="checkbox"/> 49 plan creating community property</p> <p><input type="checkbox"/> 50 community development contract</p> <p><input type="checkbox"/> 51 community management statement</p> <p><input type="checkbox"/> 52 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 54 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 56 information certificate under Community Land Management Act 1989</p> <p><input type="checkbox"/> 57 document relevant to off-the-plan sale</p> <p><b>Other</b></p> <p><input type="checkbox"/> 58</p>
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**HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number**

Smurphy Strata Services  
 Level 1, Suite 9, 46 Hill Street  
 Cabramatta NSW 2166  
 PO Box 879  
 Cabramatta NSW 2166  
 Ph: (02) 9723 2822  
 Email: strata@smurphy.com.au

**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.

**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.

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

Before purchasing land that includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation (including areas in which residential premises have been identified as containing loose-fill asbestos insulation), contact NSW Fair Trading.

217-9 Altair Place, MICHAM BROOMSWAY 2168

### 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.

### 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, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

### AUCTIONS

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

**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 Fair Trading
Council	NSW Public Works Advisory
County Council	Office of Environment and Heritage
Department of Planning and Environment	Owner of adjoining land
Department of Primary Industries	Privacy
East Australian Pipeline Limited	Roads and Maritime Services
Electricity and gas	Subsidence Advisory NSW
Land & Housing Corporation	Telecommunications
Local Land Services	Transport for NSW
NSW Department of Education	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 will become payable before obtaining consent, or if no consent is needed, 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 (and sometimes surcharge purchaser 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.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor.

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> (12.5% as at 1 July 2017);
<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>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<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>RW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>RW rate</i> );
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2017) usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<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 – issued by a <i>bank</i> and drawn on itself; or if authorised in writing by the vendor or the vendor's <i>solicitor</i> , some other <i>cheque</i> ;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served 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 *serving* 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 is paid; 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 and the amount belongs to the vendor.

**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, priority notice 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 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 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 or payment for an expense of another party or pay an expense 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 expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at 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 with a date of effect of registration on or before completion, 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.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *RW payment*.
- 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 levies 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 lodgement 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;
  - *remittance amount payable*;
  - *RW payment*; and
  - 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 s 170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case 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 - 3) 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**• **Definitions and modifications**

- 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 –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out 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;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 '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;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 '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 capital works 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.
- **Adjustments and liability for expenses**
- 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 determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined 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 23.6.1.
- 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;
- 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; or

23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice 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* an information certificate issued after the contract date 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. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 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.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 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) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 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 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) 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*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 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 30.2.2, 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;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; 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 *Lodgement 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 the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- 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 the effective date* –
- 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 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 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 *Lodgement 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>conveyancing rules</i>       | the rules made under s12E of the Real Property Act 1900;  |
| <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; |
| ECNL                            | the Electronic Conveyancing National Law (NSW);   |
| <i>effective date</i>           | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;  |
| <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>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing 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 submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 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* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

217-9 Altair Place HINCHINBROOK NSW 2168

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## SPECIAL CONDITIONS

- 1. Inconsistency with Printed Contract**  
If there is any inconsistency between the printed conditions and these Special Conditions then these Special Conditions shall prevail to the extent of any such inconsistency.
  - 2. Amendment to Printed Conditions**  
The printed conditions shall be amended as follows:

    - a) Clause 16.5 "plus another 20% of that fee" is deleted.
    - b) Clause 7.1.1 "5% is deleted and replaced with 1%"
    - c) Clause 7.2.1 "10% is deleted and replaced with 1%"
  - 3. Death or incapacity**  
Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.
  - 4. Notice to Complete**

    - (a) In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.
    - (b) Should it become necessary to issue a Notice of Complete the purchaser shall pay to the vendor an amount of two hundred dollars (\$200.00), inclusive of GST, on account of legal costs incurred by the vendor as a result of the delay.
  - 5. Purchaser acknowledgements**  
The purchaser acknowledges that they are purchasing the property:

    - (a) In its present condition and state of repair;
    - (b) Subject to all defects latent and patent;
    - (c) Subject to any infestations and dilapidation;
    - (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
    - (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.
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**6. Late completion**

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 8% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

**7. Agent**

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

**8. Release of deposit**

The purchasers agree and acknowledge that by their execution of this contract they irrevocably authorise the vendor's agent to release to the vendors such part of the deposit moneys as the vendors shall require to use for the purpose of a deposit and/or stamp duty on any piece of real estate that the vendors negotiate to purchase between the date hereof and the date of settlement hereof.

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## **9. Conditions of sale of land by auction**

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- (a) If the property is or is intended to be sold at auction:
- Bidders record means the bidders record to be kept pursuant to clause 13 of the Property, Stock and Business Agents Regulation 2014 and section 68 of the Property, Stock and Business Agents Act 2002:
- b) The following conditions are prescribed as applicable to and in respect of the sale by auction:
- i. The vendor's reserve price must be given in writing to the auctioneer before the auction commences;
  - ii. A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
  - iii. The highest bidder is the purchaser, subject to any reserve price;
  - iv. In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
  - v. The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
  - vi. A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
  - vii. A bid cannot be made or accepted after the fall of the hammer;
  - viii. As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- c) The following conditions, in addition to those prescribed by subclause 8(b), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
- i. All bidders must be registered in the bidders record and display an identifying number when making a bid;
  - ii. Subject to subclause 8(d), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
  - iii. Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announces 'vendor bid'.
- d) The following conditions, in addition to those prescribed by subclauses 8(b) and 8(c) are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
- (a) More than one vendor bid may be made to purchase interest of a co-owner;
  - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
  - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to
-

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purchase as executor or administrator may be made by or on behalf of the seller;

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



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**Title Search**  
23/09/2019 02:34 PM

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 8/SP88006

SEARCH DATE	TIME	EDITION NO	DATE
23/9/2019	2:34 PM	3	22/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.  
CONTROL OF THE RIGHT TO DEAL IS HELD BY MEMBERS EQUITY BANK LIMITED.

LAND

LOT 8 IN STRATA PLAN 88006  
AT HINCHINBROOK  
LOCAL GOVERNMENT AREA LIVERPOOL

FIRST SCHEDULE

DEREK JOHN BARDOWSKI  
CHRISTINE JOAN AGIUS  
AS JOINT TENANTS (T AI311844)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP88006
- 2 AI311845 MORTGAGE TO MEMBERS EQUITY BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

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



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**Title Search**

23/09/2019 02:35 PM

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP88006

SEARCH DATE	TIME	EDITION NO	DATE
23/9/2019	2:35 PM	4	28/11/2016

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 88006  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT HINCHINBROOK  
LOCAL GOVERNMENT AREA LIVERPOOL  
PARISH OF ST LUKE COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP88006

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 88006  
ADDRESS FOR SERVICE OF DOCUMENTS:  
7 ALTAIR PLACE  
HINCHINBROOK  
NSW 2170

SECOND SCHEDULE (14 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THE STRATA SCHEME AND DEVELOPMENT CONTRACT IN TERMS OF SECTION 8(5) (A) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973  
INCORPORATES DEVELOPMENT LOT 15  
SP93648 THE DEVELOPMENT SCHEME IS NOW CONCLUDED
- 3 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
- 4 . J914485 EASEMENT FOR TRANSMISSION LINE 30.48 METRE(S) WIDE  
AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED  
IN THE TITLE DIAGRAM
  - O335583 EASEMENT NOW VESTED IN PROSPECT ELECTRICITY
- 5 . DP863846 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE AFFECTING  
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 . DP863846 EASEMENT FOR ELECTRICITY PURPOSES 2.75 METRE(S) WIDE



AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM

- 7 DP863846 RESTRICTION(S) ON THE USE OF LAND
- 8 DP1128625 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (8) IN THE S.88B INSTRUMENT AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1128625 POSITIVE COVENANT AFFECTING THE PART(S) SHOWN SO

END OF PAGE 1 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP88006

PAGE 2

SECOND SCHEDULE (14 NOTIFICATIONS) (CONTINUED)

BURDENED IN THE TITLE DIAGRAM

- 10 DP1128625 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (11) IN THE S.88B INSTRUMENT AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 DP1164326 EASEMENT TO DRAIN WATER 1.2, 2.5 & 3.2 METRE(S) AND  
VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED  
IN THE TITLE DIAGRAM
- 12 DP1164326 EASEMENT TO DRAIN WATER 1.2 METRE(S), 2.5 METRE(S),  
3.2 METRE(S) AND VARIABLE WIDTH APPURTENANT TO THE  
LAND ABOVE DESCRIBED
- 13 AJ96282 CHANGE OF BY-LAWS
- 14 SP93648 RESTRICTION(S) ON THE USE OF LAND

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 220)

STRATA PLAN 88006

LOT ENT	LOT ENT	LOT ENT	LOT ENT
1 - 10	2 - 10	3 - 10	4 - 10
5 - 10	6 - 10	7 - 10	8 - 10
9 - 10	10 - 10	11 - 10	12 - 10
13 - 10	14 - 10	15 - SP93648	

STRATA PLAN 93648

LOT ENT	LOT ENT	LOT ENT	LOT ENT
16 - 10	17 - 10	18 - 10	19 - 10
20 - 10	21 - 10	22 - 10	23 - 10

NOTATIONS



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UNREGISTERED DEALINGS: NIL

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

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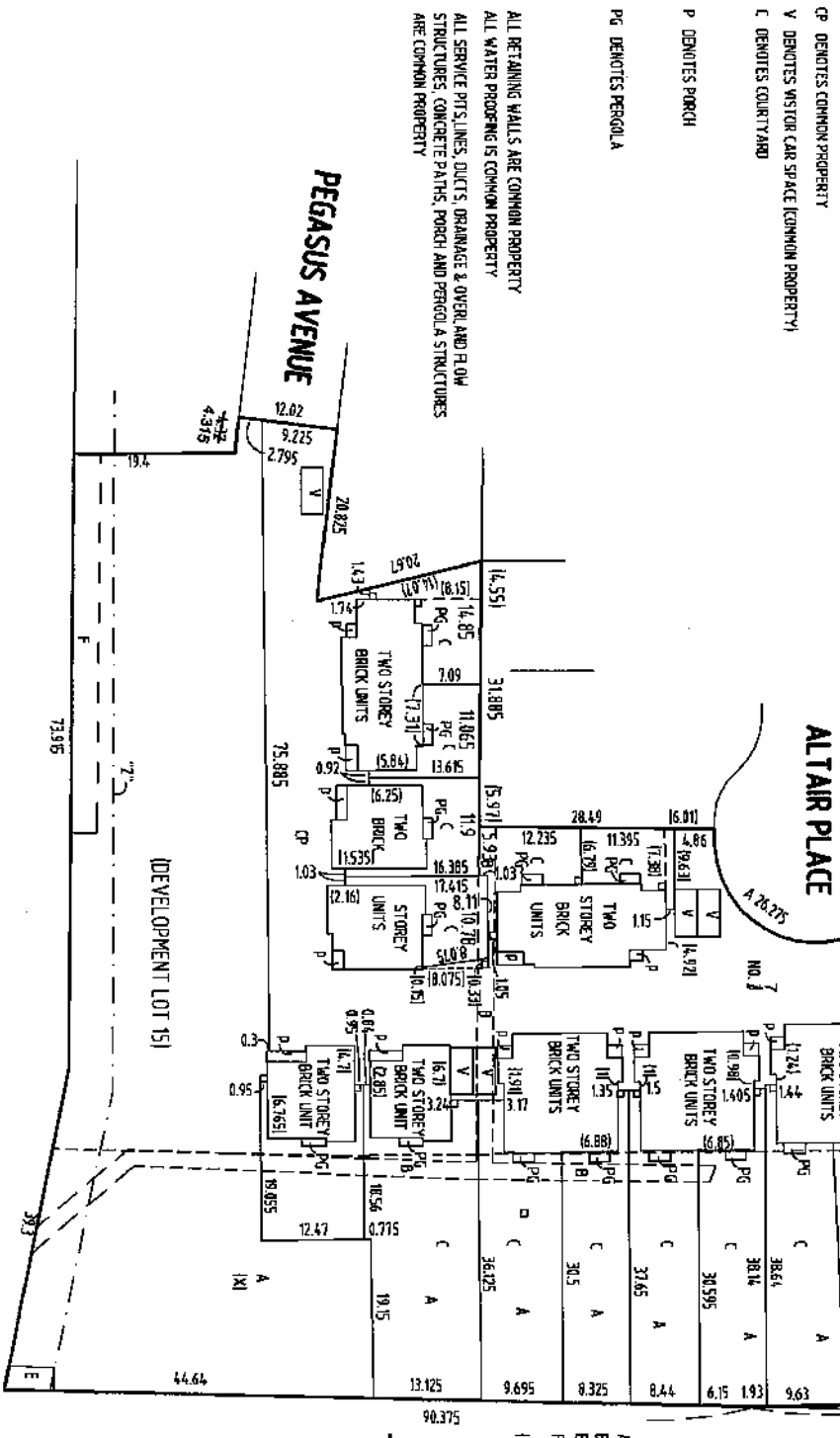
**Direct** Info  
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23/09/2019 02:42 PM

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**LOCALITY PLAN**



CP DENOTES COMMON PROPERTY  
 V DENOTES VISITOR CAR SPACE (COMMON PROPERTY)  
 C DENOTES COURTYARD  
 P DENOTES PORCH  
 PG DENOTES PERGOLA  
 ALL RETAINING WALLS ARE COMMON PROPERTY  
 ALL WATER PIPING IS COMMON PROPERTY  
 ALL SERVICE PITS/LINES, DUCTS, DRAINAGE & OVERLAND FLOW STRUCTURES, CONCRETE PATHS, PORCH AND PERGOLA STRUCTURES ARE COMMON PROPERTY

A EASEMENT FOR TRANSMISSION LINE 30.48 WIDE & VARIABLE (1914485)  
 B EASEMENT TO DRAIN WATER 2 WIDE (DP063846)  
 E EASEMENT FOR ELECTRICITY PURPOSES 2.75 WIDE (DP063846)  
 F EASEMENT TO DRAIN WATER 1.2, 2.5, 3.2 AND VARIABLE WIDTH (DP184,326)  
 (X) RESTRICTION ON THE USE OF LAND (NO 9 & 1) (DP122623)  
 POSITIVE COVENANT (DP122625)

\* DENOTES APPROXIMATE UNDERGROUND COMMUNICATIONS CABLE (NO EASEMENT NOTED)

00	10	20	30	40	50	60	70	80	90	100	110	120	130	140
Title of mm														

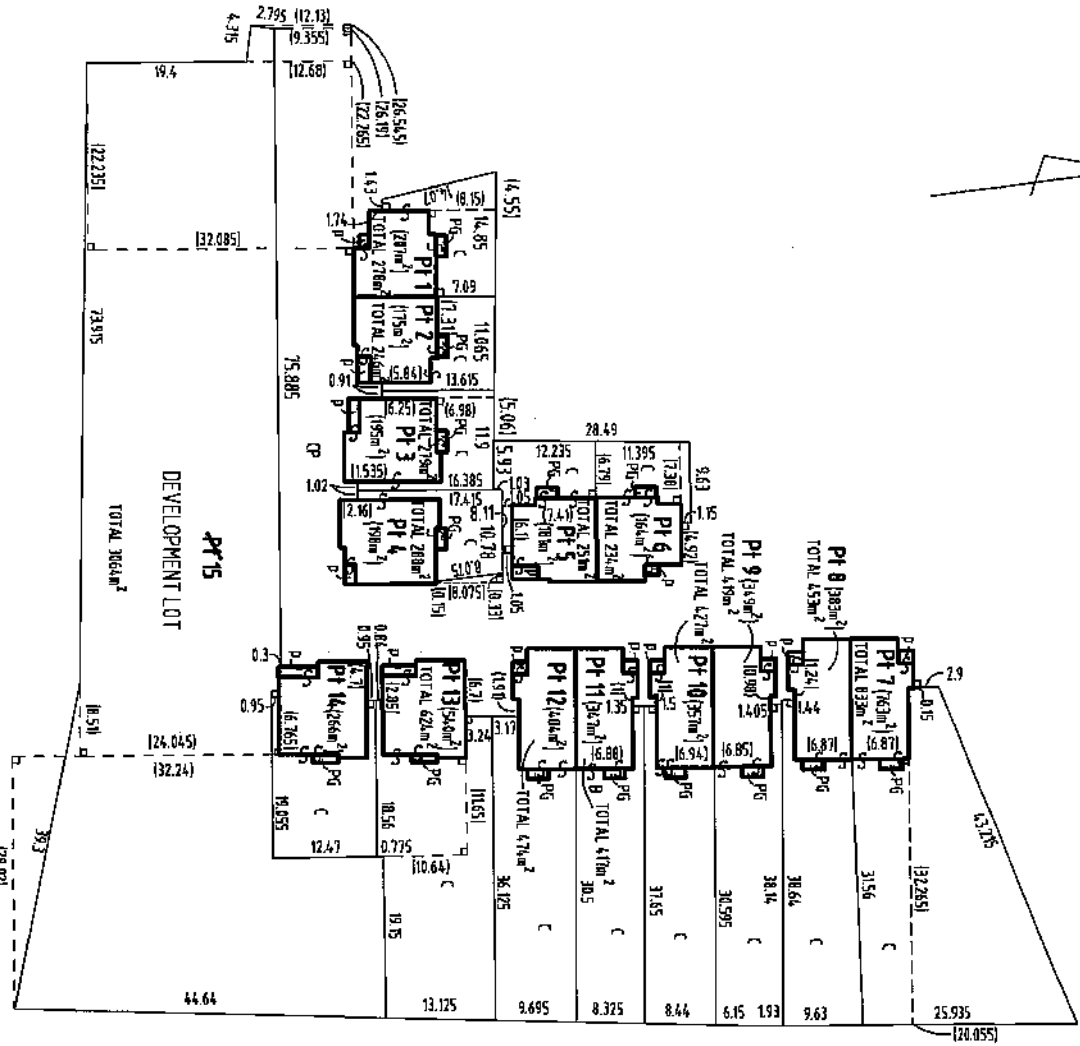
JOHN CHARLES HUGHES  
 Surveyor : JACK HUGHES & ASSOC. P/L  
 Surveyor's Ref : 119181A  
 Subdivision No : 81  
 Lengths are in metres. Reduction Ratio 1 : 500

Registered  
 19.4.2013

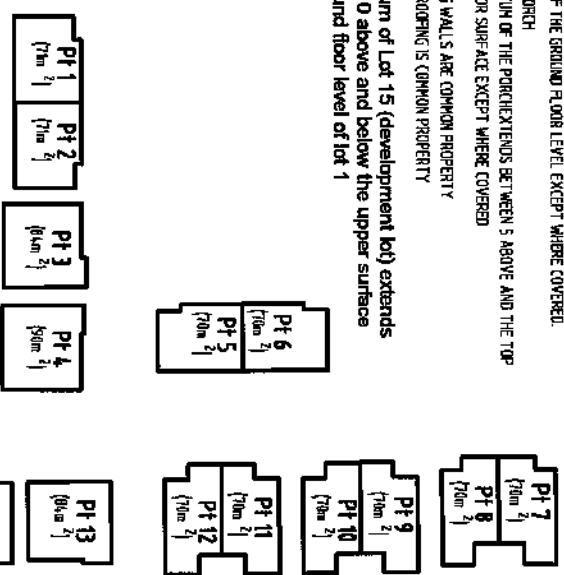
© SP88006

GROUND FLOOR

FIRST FLOOR



ALL SERVICE PITS, LINES, DUCTS, DRAINAGE & OVERLAND FLOW STRUCTURES, CONCRETE PATHS, PORCH AND PERGOLA STRUCTURES ARE COMMON PROPERTY  
 PG DENOTES PERGOLA  
 THE STRATUM OF THE PERGOLA EXTENDS BETWEEN 5 ABOVE AND THE TOP OF ITS FLOOR SURFACE EXCEPT WHERE COVERED  
 C DENOTES COURTYARD  
 THE STRATUM OF THE COURTYARD EXTENDS BETWEEN 5 ABOVE AND BELOW THE UPPER SURFACE OF THE GROUND FLOOR LEVEL, EXCEPT WHERE COVERED.  
 P DENOTES PORCH  
 THE STRATUM OF THE PORCH EXTENDS BETWEEN 5 ABOVE AND THE TOP OF ITS FLOOR SURFACE EXCEPT WHERE COVERED  
 ALL RETAINING WALLS ARE COMMON PROPERTY  
 ALL WATER PROOFING IS COMMON PROPERTY  
 The Stratum of Lot 15 (development lot) extends between 10 above and below the upper surface of the ground floor level of lot 1



Surveyor: JOHN CHARLES HUGHES  
 Surveyor's Ref: JACK HUGHES & ASSOC. P/L  
 Subdivision No: 81  
 Lengths are in metres. Reduction Ratio 1:500

Registered  
 19.4.2013

SP88006

STRATA PLAN FORM 3 (PART 1) WARNING: Creasing or folding will lead to rejection ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 28 sheet(s)

Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)

The Owners - Strata Plan No 88006  
 78 ALTAIR PLACE  
 HINCHINBROOK NSW 2170

Office Use Only

ⓔ SP88006

Registered:  19.4.2013  
 Purpose: STRATA PLAN

Office Use Only

PLAN OF SUBDIVISION OF LOT 1 IN  
 DP1163690

The adopted by-laws for the scheme are:

- \* RESIDENTIAL Model By-laws.
- \* together with, Keeping of animals: Option "A"/"B"/"C"
- \* By-laws in sheets filed with plan.
- \* strike out whichever is inapplicable
- \* insert the type to be adopted (Schedule 1 SSM Regulation 2010)

Strata Certificate (Approved Form 5)

- (1) The Council of City of Liverpool
- The Accredited Certifier
- Accreditation No. ....
- has made the required inspections and is satisfied that the requirements of:
- (a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 29A Strata Schemes (Freehold Development) Regulation 2007,
  - (b) Section 66 or 66A Strata Schemes (Leasehold Development) Act 1988 and clause 20A of the Strata Schemes (Leasehold Development) Regulation 2007,
- have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.
- (2) The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.
- (3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.
- (4) The building encroaches on a public place or:
- (a) The Council does not object to the encroachment of the building beyond the alignment of .....
  - (b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.
- (5) This approval is given on the condition that lot(s) ..... are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1988.

LGA: LIVERPOOL  
 Locality: HINCHINBROOK  
 Parish: ST LUKE  
 County: CUMBERLAND

Surveyor's Certificate (Approved Form 3)

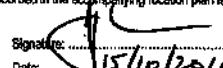
I, JOHN CHARLES HUGHES  
 of JACK HUGHES & ASSOCIATES PTY LTD  
 a surveyor registered under the Surveying and Spatial Information Act, 2002, hereby certify that:

(1) Each applicable requirement of

- \* Schedule 1A of the Strata Schemes (Freehold Development) Act 1973 has been met
- \* Schedule 1A of the Strata Schemes (Leasehold Development) Act 1988 has been met.

(2) (a) the building encroaches on a public place;  
 (b) the building encroaches on land (other than a public place), and an appropriate easement has been created by ..... to permit the encroachment to remain.

(3) the survey information recorded in the accompanying location plan is accurate.

Signature:   
 Date: 15/10/2011

Date: 21-10-2011  
 Subdivision No. 81  
 Relevant Development Consent No. issued by Liverpool City Council  
 W R Nassau  
 Authorised Person (General Manager or Accredited Officer)

\* Strike through if inapplicable.  
 \* Insert the Deposited Plan Number or Dealing Number of the instrument that created the easement

SURVEYOR'S REFERENCE: 1191301A-CHECKLIST

Use STRATA PLAN FORM 3A for additional certificates, signatures and seals

\* Strike through if inapplicable.  
 \* Insert lot numbers of proposed utility lots.

STREET NO. ADDRESS AMENDED VIDE 2013-713 AND REQUEST AHT87866 14.6.2013

STRATA PLAN FORM 3 (PART 2) **WARNING: Creasing or folding will lead to rejection** ePlan

**STRATA PLAN ADMINISTRATION SHEET** Sheet 2 of sheet(s) 2

PLAN OF SUBDIVISION OF LOT 1 IN DP1163890

Office Use Only

**SP88006**

Office Use Only

Registered:  19.4.2013

Strata Certificate Details: Subdivision No: 81 Date: 31-10-2011

**SCHEDULE OF UNIT ENTITLEMENT**

(If space is insufficient use additional annexure sheet)

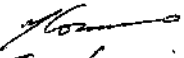
UNIT	ENTITLEMENT	UNIT	ENTITLEMENT
1	10	12	10
2	10	13	10
3	10	14	10
4	10	15	80
5	10		
6	10		
7	10		
8	10		
9	10		
10	10		
11	10		
AGGREGATE			220

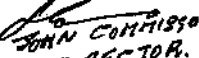
**WARNING**

THE SCHEDULE OF UNIT ENTITLEMENTS MAY, ON COMPLETION OF THE STAGED STRATA DEVELOPMENT TO WHICH IT RELATES, BE REVISED IN ACCORDANCE WITH SECTION 280AA STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 OR SECTION 57AAA STRATA SCHEMES LEASEHOLD DEVELOPMENT ACT 1986.

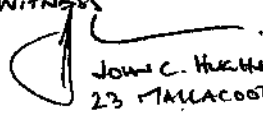
Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants

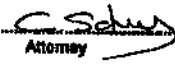
(If space is insufficient use additional annexure sheet)

  
**Tony Comissio**  
 Director  
 Dewington P/L  
 ACN: 100 713 826

  
**JOHN COMISSIO**  
 DIRECTOR.  
 Dewington P/L  
 ACN: 100 713 826

Mortgage under Mortgage No. ADB28793  
 Signed at Sydney this 20TH day of  
NOVEMBER 2011 for National  
 Australia Bank Limited ABN 12 004 044 937  
 by CLARA SCHULZ  
 its duly appointed Attorney under Power of  
 Attorney No. 39 Book 4512

WITNESSES  
  
**JOHN C. HUGHES**  
 23 MALLACOSTA CLOSE  
 PROTONS NSW 2170.

3  
 Level Attorney  
  
 Witness/Bank Officer FERAZA SIKRA

THIS PLAN INCLUDES A STRATA DEVELOPMENT CONTRACT CONTAINING SHEETS 1 to 9 .



**LAND  
REGISTRY  
SERVICES**

**Direct** Info  
Quick and easy online

23/09/2019 02:49 PM

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CONVEYANCING ACT, 1919-1954  
REAL PROPERTY ACT, 1900

Notice of Resumption of Land subject to the provisions  
of Real Property Act, 1900

*67-5*  
*23.2.65*

I, EDWARD JOHN MINGHLIN, State Crown Solicitor's Office DO HEREBY CERTIFY that the copy Gazette Notification hereunto annexed is a true copy of the Gazette Notification contained in the Government Gazette of the fourth day of September one thousand nine hundred and sixty-four an easement or right to use the surface and the subsoil or undersurface of and sixty-four declaring that the land therein described, being the land mentioned in the Schedule hereunder written, has been resumed. AND I REQUEST that you will deal with and give effect to the said Notification as if the same were a Memorandum of Transfer of the land therein described duly executed under the Real Property Act, 1900, and I, the said EDWARD JOHN MINGHLIN HEREBY CERTIFY that this instrument is correct for the purposes of the Real Property Act, 1900, AND I FURTHER CERTIFY that I was appointed by writing dated the second day of December one thousand nine hundred and sixty-four under seal by THE MINISTER FOR PUBLIC WORKS Minister and that I have received no notice or information of the revocation of such appointment.

SCHEDULE

Lot	Section	Deposited Plan or Name of Estate	Part or Whole	Volume	Folio
Part A		in plan annexed to Dealing No. G986096	PART PART PART	7731 7731 7731	102 103 104
Part B		Being the land delineated on plan annexed marked "A" do	PART	7729	75
Part 251		Being the land delineated on plan annexed marked "B" Deposited Plan 17288	PART	8032	169
Part 217A		Being the land delineated on plan annexed marked "C" do 17288	PART PART	6586 6586	160 161
Part 216B		Being the land delineated on plan annexed marked "D" do 17288	PART	6825	8
Part 216A		Being the land delineated on plan annexed marked "E" do 17288	PART	5666	235
Part 1		Being the land delineated on plan annexed marked "F" do 217517	PART	9463	193
Part 198		Being the land delineated on plan annexed marked "G" do 13905	PART	7114	169
		Being the land delineated on plan annexed marked "H"			

DATED this \_\_\_\_\_ day of \_\_\_\_\_, in the year of Our Lord

one thousand nine hundred and sixty-

SIGNED by the said

in the presence of

THE REGISTRAR GENERAL  
SYDNEY.



Part	Section	Deposited Plan or Name of Estate	Part or Whole	Volume	Folio
Part 21		Deposited Plan 3023	PART	✓7547	108 [P]
		Being the land delineated on plan annexed marked "AG" #			
Part 20		do 3023	PART	✓3786	2
		Being the land delineated on plan annexed marked "AD" #			
Part 18		do 3023	PART	✓7350	240
		Being the land delineated on plan annexed marked "AE" #			
Part 11 to 14		do 3023	PART	✓2947	44
Part 15		do 3023	PART	✓9423	247
Part 6		do 3023	PART	✓1696	47
		Being the land delineated on plan annexed marked "AF" #			
Part B		in plan annexed to Dealing No. P260805	PART	✓6252	124
		Being the land delineated on plan annexed marked "AG" #			
Part A		do	PART	6252	123
		Being the land delineated on plan annexed marked "AH" #			
Part D		in plan annexed to Dealing No. P895634	PART	✓6776	95
		Being the land delineated on plan annexed marked "AJ" #			
Part 1A		Deposited Plan 3023	PART	✓1301	121
		Being the land delineated on plan annexed marked "AK" #			
Part 17		do 2359	PART	✓9056	158A
			PART	✓9056	158B
		Being the land delineated on plan annexed marked "AL" #			

DATED this 15th day of February in the year of Our Lord one thousand nine hundred and sixty-five.

SIGNED by the said EDWARD JOHN MINCHIN in the presence of

*E. Minchin*  
*W. Hampley*

The Registrar General,  
 SYDNEY.

Schedule of File Plan Nos

PLAN	NOM.	FILED	RE
A	IPICA 471		
B	FP 104472		
C	FP 104473		
D	FP 104474		
E	FP 104475		
F	FP 104476		
G	FP 104477		
H	FP 104478		
I	FP 39022		
J	FP 104479		
K	FP 104480		
L	FP 104481		
M	FP 104482		
N	FP 104483		
O	FP 104484		
P	FP 104485		
Q	FP 104486		
R	FP 104487		
S	FP 104488		
T	FP 104489		
U	FP 104490		
V	FP 104491		
W	FP 104492		
X	FP 104493		
Y	FP 33023		
Z	FP 33024		
AA	FP 33025		
AB	FP 104494		
AC	FP 104495		
AD	FP 104496		
AE	FP 104497		
AF	FP 104498		
AG	FP 104499		
AH	FP 104500		
AI	FP 104501		
AL	FP 104502		



and distant 868 feet 11 1/2 inches from the north-western corner of the said lot 19; and bounded thence on the north-east by lines successively bearing 104 degrees 41 minutes 18 seconds 331 feet 10 1/2 inches and 101 degrees 30 minutes 20 seconds 682 feet 4 inches to the eastern boundary of the said lot 20; on the east by part of that boundary bearing 180 degrees 3 minutes 43 seconds 102 feet 1 1/2 inch; on the south-west by lines successively bearing 281 degrees 50 minutes 20 seconds 705 feet 8 inches and 284 degrees 41 minutes 18 seconds 308 feet 1 1/2 inch to the said western boundary of lot 19; and on the west by part of that boundary bearing 359 degrees 59 minutes 37 seconds 103 feet 4 1/2 inches to the point of commencement,—and said to be in the possession of P. D. and P. C. Hinte. (P. 3,765)

Also all that piece or parcel of land situate as last aforesaid, being that part of portions 5 and 6, extending from the eastern side of Trigon Road to the generally north-western boundary of the land shown in plan catalogued Ms. 8,057 Sy., lying within strips of land 50 feet wide on both sides of the centre line of the transmission line which intersects the said eastern side of Trigon Road at a point distant 1,610 feet 9 1/2 inches northerly from the south-western corner of the land comprised in deed registered Book 2,042, Number 184, and bears south-easterly through the said generally north-western boundary of the land shown in plan catalogued Ms. 8,057 Sy.,—and said to be in the possession of Big Brother Movement Limited. (P. 3,720)

Also all that piece or parcel of land situate as last aforesaid, being that part of portion 6, extending from the generally south-eastern boundary of the land shown in plan catalogued Ms. 8,057 Sy. to the southern boundary of the land comprised in deed registered Book 2,042, Number 184; the north-eastern boundary of which lies to the north-east of and 65 feet rectangularly distant north-easterly from the centre line of the transmission line, and the south-western boundary of which lies to the south-west of and 50 feet rectangularly distant south-westerly from the said centre line of the transmission line which intersects the said southern boundary of the land comprised in deed registered Book 2,042, Number 184, at a point distant 1,661 feet 9 1/2 inches easterly from the south-western corner of that land, and bears north-westerly through the said generally south-eastern boundary of the land shown in plan catalogued Ms. 8,057 Sy.,—and said to be in the possession of Big Brother Movement Limited. (P. 3,720)

Also all that piece or parcel of land situate as last aforesaid, being part of portions 6 and 7, and being also part of the land comprised in deed registered Book 2,145, Number 897, and Book 2,297, Number 318; Commencing on the north-western side of Cowpasture Road at the south-eastern corner of the said land comprised in deed registered Book 2,145, Number 897; and bounded thence on the south by the southernmost southern boundary of that land and part of the southernmost southern boundary of the said land comprised in deed registered Book 2,297, Number 318, bearing 270 degrees 2 minutes 30 seconds 1,380 feet 1 inch; on the south-west by lines successively bearing 322 degrees 43 minutes 1,579 feet 2 1/2 inches and 313 degrees 49 minutes 53 seconds 1,189 feet 10 1/2 inches to the generally northern boundary of the said land comprised in deed registered Book 2,297, Number 318; on the north by part of that boundary bearing 86 degrees 58 minutes 50 seconds 157 feet 7 1/2 inches; on the north-east by lines successively bearing 133 degrees 49 minutes 55 seconds 1,188 feet 1 1/2 inch and 142 degrees 43 minutes 1,464 feet 2 inches; on the north by a line bearing 90 degrees 4 minutes 1,322 feet 11 inches to the said north-western side of Cowpasture Road; and on the south-east by that side of that road, being lines successively bearing 196 degrees 17 minutes 103 feet 6 1/2 inches and 192 degrees 38 minutes 1 foot 2 inches to the point of commencement,—and said to be in the possession of J. and S. Bogovitch. (P. 3,721)

Also all that piece or parcel of land situate in the Municipality of Fairfield, parish of St. Luke and county of Cumberland, being part of lot 59, Deposited Plan 12,380; Commencing on the south-eastern side of Cowpasture Road at a point bearing 196 degrees 17 minutes and distant 301 feet 8 inches from the northernmost corner of the said lot 59, and bounded thence on the north by lines successively bearing 90 degrees 3 minutes 40 seconds 421 feet 6 1/2 inches and 91 degrees 47 minutes 40 seconds 61 feet 7 1/2 inches to the easternmost south-eastern boundary of that lot; on the south-east by part of that boundary bearing 198 degrees 52 minutes 104 feet 7 1/2 inches; on the south by lines successively bearing 271 degrees 47 minutes 40 seconds 29 feet 5 1/2 inches and 270 degrees 3 minutes 40 seconds 449 feet 1 1/2 inch to the said south-eastern side of Cowpasture Road; and on the north-west by that side of that road bearing 16 degrees 17 minutes 10 1/2 feet 1 1/2 inch to the point of commencement,—and said to be in the possession of J. and M. Popovitch. (P. 3,767)

Also all that piece or parcel of land situate as last aforesaid, being part of lot 60, Deposited Plan 12,380; Commencing on the north-western boundary of the said lot 60 at a point bearing 18 degrees 52 minutes and distant 335 feet 6 1/2 inches from the westernmost corner of that lot; and

bounded thence on the north-west by part of the said north-western boundary of that lot bearing 18 degrees 52 minutes 104 feet 7 1/2 inches; on the north by a line bearing 91 degrees 47 minutes 40 seconds 276 feet 2 inches to the south-eastern boundary of the said lot 60; on the south-east by part of that boundary bearing 198 degrees 52 minutes 104 feet 7 1/2 inches; on the south by a line bearing 271 degrees 47 minutes 40 seconds 276 feet 2 inches to the point of commencement,—and said to be in the possession of H. Robinson. (P. 3,768)

Also all that piece or parcel of land situate as last aforesaid, being part of lot 61, Deposited Plan 12,380; Commencing on the north-western boundary of the said lot 61 at a point bearing 18 degrees 52 minutes and distant 416 feet 7 inches from the westernmost corner of that lot; and bounded thence on the north-west by part of the said north-western boundary of that lot bearing 18 degrees 52 minutes 104 feet 7 1/2 inches; on the north by a line bearing 91 degrees 47 minutes 40 seconds 276 feet 2 inches to the south-eastern boundary of that lot; and on the south-east by part of that boundary bearing 198 degrees 52 minutes 104 feet 7 1/2 inches; on the south by a line bearing 271 degrees 47 minutes 40 seconds 276 feet 2 inches to the point of commencement,—and said to be in the possession of G. Medina. (P. 3,769)

Also all that piece or parcel of land situate as last aforesaid, being part of lot 62, Deposited Plan 12,380; Commencing on the north-western boundary of the said lot 62 at a point bearing 18 degrees 52 minutes and distant 497 feet 7 1/2 inches from the westernmost corner of that lot; and bounded thence on the north-west by part of the said north-western boundary of that lot bearing 18 degrees 52 minutes 104 feet 7 1/2 inches; on the north by a line bearing 91 degrees 47 minutes 40 seconds 282 feet 4 1/2 inches to the south-eastern boundary of that lot; on the south-east by part of that boundary bearing 202 degrees 7 minutes 106 feet 7 1/2 inches; on the south by a line bearing 271 degrees 47 minutes 40 seconds 276 feet 0 1/2 inch to the point of commencement,—and said to be in the possession of F. Silvala. (P. 3,770)

Also all that piece or parcel of land situate as last aforesaid, being part of lots 65 and 66, Deposited Plan 12,380; Commencing on the western boundary of the said lot 65 at a point bearing 354 degrees 4 minutes 30 seconds and distant 555 feet 3 1/2 inches from the westernmost south-western corner of that lot; and bounded thence on the west by part of that boundary bearing 354 degrees 4 minutes 30 seconds 126 feet 5 inches; on the north-east and east by lines respectively bearing 121 degrees 47 minutes 40 seconds 335 feet 1 1/2 inches and 176 degrees 26 minutes 50 seconds 498 feet 0 1/2 inch to the northern side of Kalang Road; on the south by that side of that road bearing 275 degrees 31 minutes 81 feet 0 1/2 inch; on the west and south-west by lines respectively bearing 356 degrees 26 minutes 50 seconds 419 feet 4 inches and 301 degrees 47 minutes 40 seconds 431 feet 7 1/2 inches to the point of commencement,—and said to be in the possession of P. Ferrata. (P. 3,722)

Also all that piece or parcel of land situate as last aforesaid, being part of lot 11, Deposited Plan 12,380; Commencing on the north-eastern boundary of the said lot 11 at a point bearing 280 degrees 49 minutes 30 seconds and distant 7 feet 6 1/2 inches from the north-eastern corner of that lot; and bounded thence on the north-east by a line bearing 161 degrees 29 minutes 30 seconds 25 feet 8 1/2 inches to the eastern boundary of that lot; on the east by part of the eastern boundary of that lot bearing 178 degrees 1 minute 428 feet 9 1/2 inches to the northern boundary of the 2 roads 34 1/2 perches parcel of land shown in plan catalogued 58,897 (L); on the south-west by part of that boundary bearing 285 degrees 31 minutes 20 seconds 91 feet 9 inches; on the west by a line bearing 3 degrees 20 minutes 20 seconds 34 1/2 feet 3 inches; again on the south-west by a line bearing 34 1/2 degrees 29 minutes 50 seconds 107 feet to the said north-eastern boundary of lot 11; and on the north-east by part of that boundary bearing 100 degrees 49 minutes 30 seconds 68 feet 9 1/2 inches to the point of commencement,—and said to be in the possession of A. Giglio. (P. 3,723)

Also all that piece or parcel of land situate as last aforesaid, being part of lot 6, Deposited Plan 23,033; Commencing on the south-western side of Mulgoa Road at the north-western corner of the said lot 6; and bounded thence on the north-east by that side of that road bearing 112 degrees 23 minutes 30 seconds 37 feet 10 1/2 inches; on the east by a line bearing 164 degrees 40 minutes 401 feet 2 1/2 inches; on the north-east by a line bearing 166 degrees 30 minutes 51 feet 8 1/2 inches to the southern boundary of that lot; on the south by part of that boundary bearing 276 degrees 27 minutes 65 feet 7 1/2 inches to the south-western corner of that lot; and on the west by the western boundary of that lot bearing 6 degrees 20 minutes 460 feet 0 1/2 inch to the point of commencement,—and said to be in the possession of F. and E. Sag. (P. 3,778)

Also all that piece or parcel of land situate as last aforesaid, being part of lot 13, Deposited Plan 24,063; Commencing at the north-western corner of the said lot 13; and bounded thence on the north by part of the northern boundary of that lot bearing 96 degrees 27 minutes 65 feet 7 1/2 inches; on the north-

east by a line bearing 166 degrees 30 minutes 574 feet 31 inches to the north-eastern side of Simpson Road; on the south-west by that side of that road being lines successively bearing 208 degrees 1 minute 7 feet 7 1/2 inches and 283 degrees 7 minutes 185 feet 51 inches; again on the south-west by a line bearing 346 degrees 30 minutes 463 feet 11 1/2 inches to the north-western boundary of the said lot 13; and on the north-west by part of that boundary bearing 12 degrees 32 minutes 87 feet 3 1/2 inches to the point of commencement,—and said to be in the possession of A. Culmone. (P. 5,724A)

Also all that piece or parcel of land situate as last aforesaid being part of lot 28, Deposited Plan 24,063; Commencing on the south-western side of Simpson Road at the easternmost corner of the said lot 28; and bounded thence on the south-east by the generally south-eastern boundary of that lot south-westerly to a point which bears 237 degrees 29 minutes 85 feet 6 inches from the said easternmost corner of lot 28; on the south-west by a line bearing 346 degrees 30 minutes 79 feet to the said south-western side of Simpson Road; and on the north-east by that side of that road being lines successively bearing 103 degrees 7 minutes 62 feet 16 1/2 inches and 118 degrees 1 minute 34 feet 2 1/2 inches to the point of commencement,—and said to be in the possession of G. Merlino. (P. 5,780)

Also all that piece or parcel of land situate as last aforesaid being part of lot A in plan annexed to Dealing G. 195,468; Commencing on the south-eastern boundary of the said lot A at a point bearing 209 degrees 2 minutes and distant 154 feet 4 1/2 inches from the easternmost corner of that lot; and bounded thence on the south-east by part of that boundary bearing 209 degrees 2 minutes 147 feet 1 1/2 inches; on the south-west by a line bearing 346 degrees 30 minutes 303 feet 0 1/2 inches to the generally north-western boundary of that lot; on the north-west by part of that boundary north-easterly to the south-western side of Simpson Road; on the north-east by part of that boundary bearing 118 degrees 1 minute 24 feet 4 inches; and again on the north-east by a line bearing 166 degrees 30 minutes 206 feet 1 1/2 inch to the point of commencement,—and said to be in possession of S. and M. C. Golota. (P. 5,781)

Also all that piece or parcel of land situate as last aforesaid being part of lot 20, Deposited Plan 24,063; Commencing on the north-western side of Whittakers Road at the easternmost corner of the said lot 20; and bounded thence on the south-east by the said north-western side of Whittakers Road bearing 209 degrees 2 minutes 45 feet 0 1/2 inch; on the south-west by a line bearing 321 degrees 12 minutes 30 seconds 114 feet 5 1/2 inches to the north-eastern boundary of that lot; on the north-east by part of that boundary bearing 118 degrees 1 minute 105 feet 1 1/2 inches to the point of commencement,—and said to be in the possession of M. Falco and A. Caronna. (P. 5,725A)

Also all that piece or parcel of land situate as last aforesaid being part of lots 42 and 43, Deposited Plan 1,419; Commencing on the south-eastern side of Whittakers Road at a point bearing 29 degrees 2 minutes and distant 390 feet 0 1/2 inch from the westernmost corner of the said lot 43; and bounded thence on the north-west by that side of that road bearing 29 degrees 2 minutes 107 feet 1 1/2 inches; on the north-east by a line bearing 141 degrees 12 minutes 30 seconds 252 feet 6 1/2 inches; on the east by a line bearing 174 degrees 30 minutes 25 seconds 488 feet 10 1/2 inches to the south-western boundary of that lot; on the south-west by part of that boundary bearing 299 degrees 2 minutes 121 feet 4 1/2 inches; on the west by a line bearing 354 degrees 30 minutes 25 seconds 390 feet 1 1/2 inch; on the south-west by a line bearing 321 degrees 12 minutes 30 seconds 181 feet 10 1/2 inches to the point of commencement,—and said to be in the possession of S. Bosnjak. (P. 5,726A)

Also all that piece or parcel of land situate as last aforesaid being part of lot 2, Deposited Plan 17,400; Commencing on the easternmost north-eastern boundary of the said lot 2 at a point bearing 299 degrees 2 minutes and distant 377 feet 7 1/2 inches from the easternmost corner of that lot; and bounded thence on the east by lines successively bearing 174 degrees 30 minutes 25 seconds 387 feet 3 1/2 inches and 175 degrees 23 minutes 30 seconds 144 feet 6 inches to the north-eastern boundary of lot 2, Deposited Plan 17,400; on the north-west by part of that boundary bearing 286 degrees 25 minutes 107 feet 1 1/2 inch; on the west by lines successively bearing 335 degrees 23 minutes 30 seconds 105 feet 3 1/2 inches and 354 degrees 30 minutes 25 seconds 455 feet 3 1/2 inches to the said easternmost north-eastern boundary of lot 2; and on the north-east by part of that boundary bearing 119 degrees 2 minutes 121 feet 4 1/2 inches to the point of commencement,—and said to be in the possession of T. Bosnjak. (P. 5,785)

Also all that piece or parcel of land situate as last aforesaid being part of lot 32, Deposited Plan 1,419; Commencing on the north-eastern side of Liverpool Road at a point bearing 106 degrees 25 minutes and distant 87 feet 1 1/2 inch from the westernmost corner of the said lot 52; and bounded thence on the west by a line bearing 335 degrees 23 minutes 30 seconds 153 feet 4 1/2 inches to the north-western boundary of that lot; on the north-west by part of that boundary bear-

ing 29 degrees 2 minutes 180 feet 8 1/2 inches; on the east by a line bearing 175 degrees 30 seconds 342 feet 1 1/2 inch to the said north-eastern side of Liverpool Road; and on the south-west by that side of that road bearing 286 degrees 25 minutes 107 feet 1 1/2 inch to the point of commencement,—and said to be in the possession of G. Grozdanis. (P. 5,787)

Also all that piece or parcel of land situate in the City of Liverpool, parish of St. Luke and county of Cumberland being part of lots 24 and 33, Deposited Plan 3,023; Commencing on the south-western side of Liverpool Road at the north-western corner of the said lot 33; and bounded thence on the north-east by that side of that road bearing 107 degrees 33 minutes 30 seconds 56 feet 7 1/2 inches; on the east by a line bearing 176 degrees 34 minutes 40 seconds 1,486 feet 11 inches; on the south by a line bearing 266 degrees 34 minutes 40 seconds 15 feet; again on the east by a line bearing 175 degrees 42 minutes 40 seconds 214 feet 11 1/2 inches to the northern side of Green Valley Road; again on the south by that side of that road bearing 274 degrees 25 minutes 38 feet 5 1/2 inches to the south-western corner of the said lot 24; and on the west by the western boundary of that lot and the said lot 33 in all bearing 356 degrees 28 minutes 30 seconds 1,716 feet 11 inches to the point of commencement,—and said to be in the possession of E. Bonanni. (P. 5,727A)

Also all that piece or parcel of land situate as last aforesaid being part of lots 25 and 34, Deposited Plan 3,023; Commencing on the south-western side of Liverpool Road at the north-eastern corner of the said lot 34; and bounded thence on the east by the eastern boundary of that lot and the eastern boundary of the said lot 25 in all bearing 176 degrees 28 minutes 30 seconds 1,716 feet 11 inches to the northern side of Green Valley Road; on the south by that side of that road bearing 274 degrees 25 minutes 32 feet 4 1/2 inches; on the west by a line bearing 355 degrees 42 minutes 40 seconds 205 feet 3 1/2 inches; again on the south by a line bearing 266 degrees 34 minutes 40 seconds 15 feet; again on the west by a line bearing 356 degrees 34 minutes 40 seconds 1,525 feet 3 1/2 inches to the said south-western side of Liverpool Road; and on the north-east by that side of that road bearing 107 degrees 33 minutes 30 seconds 50 feet 5 1/2 inches to the point of commencement,—and said to be in the possession of L. Bianchi. (P. 5,788)

Also all that piece or parcel of land situate as last aforesaid being part of lot X shown in plan annexed to Dealing G. 140,015; Commencing on the southern side of Green Valley Road at the north-western corner of the said lot X; and bounded thence on the north by that side of that road bearing 94 degrees 25 minutes 3 feet 6 1/2 inches; on the east by lines successively bearing 175 degrees 42 minutes 40 seconds 721 feet 2 1/2 inches and 178 degrees 11 minutes 40 seconds 621 feet 2 1/2 inches; on the north-east by a line bearing 168 degrees 22 minutes 40 seconds 32 feet 9 1/2 inches to the southern boundary of that lot; on the south by part of that boundary bearing 267 degrees 11 minutes 30 seconds 54 feet 1 1/2 inches to the south-western corner of that lot; and on the west by the western boundary of that lot bearing 358 degrees 48 minutes 10 seconds 1,375 feet 6 1/2 inches to the point of commencement,—and said to be in the possession of A. Cavatinni. (P. 5,789)

Also all that piece or parcel of land situate as last aforesaid being part of lot 21, Deposited Plan 3,023; Commencing on the northern boundary of the said lot 21 at a point bearing 87 degrees 11 minutes 45 seconds and distant 497 feet 5 1/2 inches from the north-western corner of that lot; and bounded thence on the north by part of the northern boundary of that lot bearing 87 degrees 11 minutes 45 seconds 101 feet 2 1/2 inches; on the north-east by a line bearing 168 degrees 22 minutes 40 seconds 285 feet 5 1/2 inches to the southern boundary of the said lot 21; on the south by part of that boundary bearing 270 degrees 102 feet 1 1/2 inch; and on the south-west by a line bearing 348 degrees 22 minutes 40 seconds 280 feet 5 inches to the point of commencement,—and said to be in the possession of E. Celco. (P. 5,790)

Also all that piece or parcel of land situate as last aforesaid being part of lot 20, Deposited Plan 3,023; Commencing on the northern boundary of the said lot 20 at a point bearing 90 degrees and distant 467 feet 3 1/2 inches from the north-western corner of that lot; and bounded thence on the north by part of the northern boundary of that lot bearing 90 degrees 102 feet 1 1/2 inch; on the north-east by a line bearing 168 degrees 22 minutes 40 seconds 293 feet 1 inch to the southern boundary of the said lot 20; on the south by part of that boundary bearing 270 degrees 102 feet 1 1/2 inch; and on the south-west by a line bearing 348 degrees 22 minutes 40 seconds 293 feet 1 inch to the point of commencement,—and said to be in the possession of A. Pizzardi. (P. 5,791)

Also all that piece or parcel of land situate as last aforesaid being part of lot 18, Deposited Plan 3,023; Commencing on the northern side of South Liverpool Road at the south-eastern corner of the said lot 18; and bounded thence on the south by that side of that road bearing 261 degrees 12 minutes 99 feet 5 1/2 inches; on the west by a line bearing 359 degrees

55 minutes 333 feet 8 1/2 inches; on the south-west by a line bearing 348 degrees 22 minutes 40 seconds 498 feet 41 inches to the northern boundary of the said lot 18; on the north by part of that boundary bearing 90 degrees 102 feet 1 1/2 inch; on the north-east by a line bearing 168 degrees 22 minutes 40 seconds 481 feet 11 1/2 inches to the eastern boundary of that lot; and on the east by part of that boundary bearing 180 degrees 334 feet 6 1/2 inches to the point of commencement,—and said to be in the possession of S. and A. Grasso. (P. 5,729A)

Also all that piece or parcel of land situate as last aforesaid, being part of lots 11 to 15, inclusive, Deposited Plan 3,023; Commencing at the south-western corner of the said lot 11; and bounded thence on the west by part of the western boundary of that lot bearing 46 minutes 30 seconds 313 feet 9 inches; on the north-west by a line bearing 10 degrees 13 minutes 1,002 feet 8 1/2 inches; again on the west by a line bearing 359 degrees 55 minutes 727 feet 7 1/2 inches to the southern side of Liverpool Road South; on the north by that side of that road bearing 81 degrees 12 minutes 101 feet 2 inches; on the east by a line bearing 179 degrees 55 minutes 751 feet 11 1/2 inches; on the south-east by a line bearing 190 degrees 13 minutes 1,003 feet 5 1/2 inches; again on the east by a line bearing 180 degrees 46 minutes 30 seconds 305 feet 5 1/2 inches to the southern boundary of lot 11 aforesaid; and on the south by part of that boundary bearing 270 degrees 46 minutes 30 seconds 100 feet to the point of commencement,—and said to be in the possession of O. Damilio and S. Formica. (P. 5,730A)

Also all that piece or parcel of land situate as last aforesaid, being part of lot 6, Deposited Plan 3,023; Commencing at the north-western corner of the said lot 6; and bounded thence on the north by part of the northern boundary of that lot bearing 90 degrees 46 minutes 30 seconds 100 feet; on the east by a line bearing 180 degrees 46 minutes 30 seconds 418 feet 5 1/2 inches to the southern boundary of the said lot 6; on the south by part of that boundary bearing 270 degrees 46 minutes 30 seconds 100 feet to the south-western corner of that lot; and on the west by the western boundary of that lot bearing 46 minutes 30 seconds 418 feet 5 1/2 inches to the point of commencement,—and said to be in the possession of O. Damilio. (P. 5,730A)

Also all that piece or parcel of land situate as last aforesaid, being part of lot B shown in plan annexed to dealing F. 260,805; Commencing on the southern boundary of the said lot B at a point bearing 270 degrees 46 minutes 30 seconds and distant 940 feet 4 1/2 inches from the south-eastern corner of that lot; and bounded thence on the south by part of the said southern boundary of that lot bearing 270 degrees 46 minutes 30 seconds 100 feet; on the west by a line and the northernmost west-north boundary of that lot in all bearing 46 minutes 30 seconds 250 feet 6 1/2 inches to the northernmost north-western corner of that lot; on the north by part of the northernmost northern boundary of that lot bearing 90 degrees 42 minutes 30 seconds 100 feet; and on the east by a line bearing 180 degrees 46 minutes 30 seconds 250 feet 7 1/2 inches to the point of commencement,—and said to be in the possession of S. and B. Oliveri. (P. 5,731A)

Also all that piece or parcel of land situate as last aforesaid, being part of lot A shown in plan annexed to dealing F. 260,805; Commencing on the northern boundary of the said lot A at a point bearing 270 degrees 46 minutes 30 seconds and distant 940 feet 4 1/2 inches from the north-eastern corner of that lot; and bounded thence on the east by lines successively bearing 180 degrees 46 minutes 30 seconds 125 feet 5 1/2 inches and 178 degrees 57 minutes 22 feet 1 1/2 inches to the northern boundary of lot C shown in plan annexed to dealing F. 895,634; on the south by part of that boundary bearing 270 degrees 42 minutes 30 seconds 100 feet 0 1/2 inch; on the west by lines successively bearing 358 degrees 57 minutes 20 feet 7 1/2 inches and 46 minutes 30 seconds 148 feet 0 1/2 inch to the said northern boundary of lot A; and on the north by part of that boundary bearing 90 degrees 46 minutes 30 seconds 100 feet to the point of commencement,—and said to be in the possession of P. Moschetti. (P. 5,794)

Also all that piece or parcel of land situate as last aforesaid, being part of lot D in plan annexed to dealing F. 895,634; Commencing at a point on the northern boundary of the said lot D bearing 90 degrees 39 minutes and distant 7 feet 4 1/2 inches from the north-western corner of that lot; and bounded thence on the north by part of that boundary bearing 90 degrees 39 minutes 100 feet 0 1/2 inch; on the east by a line bearing 178 degrees 56 minutes 10 seconds 209 feet 4 1/2 inches to the southern boundary of the said lot D; on the south by part of that boundary bearing 270 degrees 40 minutes 100 feet 0 1/2 inch; and on the west by a line bearing 68 degrees 56 minutes 10 seconds 209 feet 4 1/2 inches to the point of commencement,—and said to be in the possession of Y. D. Harding. (P. 5,732A)

Also all that piece or parcel of land situate as last aforesaid, being part of lot 1A, Deposited Plan 3,023; Commencing at the north-eastern side of Hoxton Park Road at the south-eastern corner of the said lot 1A; and bounded thence on the south-west by part of that side of that road bearing 281 degrees 13 minutes 96 feet 9 1/2 inches; on the west by lines successively bearing 45 minutes 114 feet 1 1/2 inch and 358 degrees 57 minutes 565 feet 0 1/2 inch to the northern boundary of that lot; on the north by part of that boundary bearing 90 degrees 46 minutes 30 seconds 100 feet 0 1/2 inch; on the east by a line bearing 178 degrees 57 minutes 413 feet 3 1/2 inches to the eastern boundary of the said lot 1A; and on the east by part of that boundary bearing 180 degrees 46 minutes 30 seconds 283 feet 4 1/2 inches to the point of commencement,—and said to be in the possession of R. I. Budd. (P. 5,733)

And also all that piece or parcel of land situate as last aforesaid, being part of lot 17, Deposited Plan 2,359; Commencing on the western side of Byrnera Road at a point bearing 360 degrees and distant 1,101 feet from the south-eastern corner of the said lot 17; and bounded thence on the south-west by a line bearing 313 degrees 45 minutes 30 seconds 69 feet 3 inches to the right bank of Cabramatta Creek; generally on the north-west by that creek downwards to the northernmost corner of that lot; and on the east by the said western side of Byrnera Road bearing 180 degrees 153 feet to the point of commencement,—and said to be in the possession of M. A. and N. E. Connor. (P. 5,735) (File 26 82, Schedule 5) (7898)

Agrees  
with  
Plan  
"A, H."

Agrees  
with  
Plan "A, J"

Agrees  
with  
Plan "A, K"

Agrees  
with  
Plan "A, L"

This is the copy Gazette Notification referred to in the annexed Certificate.

Witness

*Thompson J. Munn*

MADE WITH DESKING

36 plans  
A to AL incl (ex A I)  
1991 25/2/68

No. **J 914485**

LODGED by  
State Crown Solicitor,  
237 Macquarie Street,  
Sydney.

**NOTICE OF RESUMPTION**

of easement for transmission line

9  
Passed in 508

Particulars entered in Register Book,  
*as per schedule*  
Vol. \_\_\_\_\_ Fol. \_\_\_\_\_

the *28th*  
day of *September* 19*65*  
at \_\_\_\_\_ minutes *3*  
o'clock in the *after* noon.

*J.H.*

*Jamberson*  
  
Registrar-General.

J. W. HENRY  
SOLICITOR

TELEPHONE: 424764

G&H.H.L.

*Mercantile Mutual Building,  
397 Pacific Highway,  
Cross Street*

26th May, 1965

The Registrar General,  
SYDNEY.

K 3045



Dear Sir,

Transmission Application -  
Fortunata Ferrero

I lodge herewith the above Transmission Application.  
Although the document has been rejected on two occasions, the Commonwealth Bank has advise me that the relevant Certificate of Title, Volume 4480 Folio 10, was lodged to permit registration in February last and that it has not been uplifted.

Yours faithfully,

*with 1885349  
10/5/65*

*5/11/65*



**Direct** Info  
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23/09/2019 03:37 PM

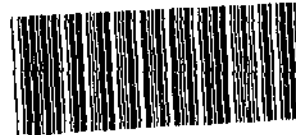
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97-11R



# REQUEST

Real Property Act 1900



0  
335583 A

(A) **STAMP DUTY**  
If applicable.

Office of State Revenues use only

(B) **TITLE**  
Show no more than 20.

See annexure attached	
-----------------------	--

(C) **REGISTERED DEALING**  
If applicable.

See annexure attached
-----------------------

(D) **LODGED BY**

L.T.O. Box	Name, Address or DX and Telephone	Dealing Code
354L	STATE SEARCH Box A909 Sydney South 2000	
	REFERENCE (max 15 characters): PE	

(E) **APPLICANT**

PROSPECT ELECTRICITY

(F) **REQUEST**

The Registrar General to record Prospect Electricity as registered proprietor of the easements as defined in the annexure attached, pursuant to Section 78 (1) of the Electricity Commission Act 1950, as notified in New South Wales Government Gazette NO. 76 of 3rd June 1994. Dealing No. U.822997

*c/s*

CONTROLLED BY (office use only)

SYDNEY WEST - WEST LIVERPOOL 132 KV TRANSMISSION LINE

INDEX	PLAN	LOT	DP/CP	TITLE REF.	DEALING
<del>73</del>	<del>P5794</del>	<del>1926</del>	<del>835775</del>	<del>1926/835775</del>	<del>J914485</del>
74	P5795	C	384957	C/384957	J850885
75	P5732A	D	384957	D/384957	J914485
76	P5733	1A	3023	AC 1301-121	J914485
77	P5796	A	324143	CTV 4332-28	J850888
79	P5734	B	324143	CTV 4325-52 *	J907853
80	P5735	17	2359	17/2359	J914485
	DP 641925	17	2359	17/2359	Z754157
81	P5797	1	206094	1/206094	K160115
	DP 637704	1	206094	1/206094	W635197
82	P5736	1	202045	1/202045	J907853
	DP 637704	1	202045	1/202045	W422045

REF NOT HELD IN ALTS

✂ NOW BEING A/324143  
 \* NOW BEING B/324143

CD

(G)

**STANDARD EXECUTION**

Certified correct for the purposes of the Real Property Act 1900.

DATE 26-6-95

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

*Peter Hopley*  
.....  
Signature of Witness

R.B. SMITH, STATE SEARCH  
Authorised Agent for  
PROSPECT ELECTRICITY.

.....PETER S HOPLEY.....  
Name of Witness (BLOCK LETTERS)

.....9 Martin St, Roselands 2196.....  
Address of Witness

*R B Smith*  
.....  
Signature of Applicant

---

**EXECUTION INCLUDING STATUTORY DECLARATION**

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900, and I certify this Application correct for the purposes of the Real Property Act 1900. Made and subscribed at .....  
in the State of ..... on ..... 19 ..... in the presence of

.....  
Signature of Witness

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

.....  
Address and Qualification of Witness

.....  
Signature of Applicant



**LAND  
REGISTRY  
SERVICES**

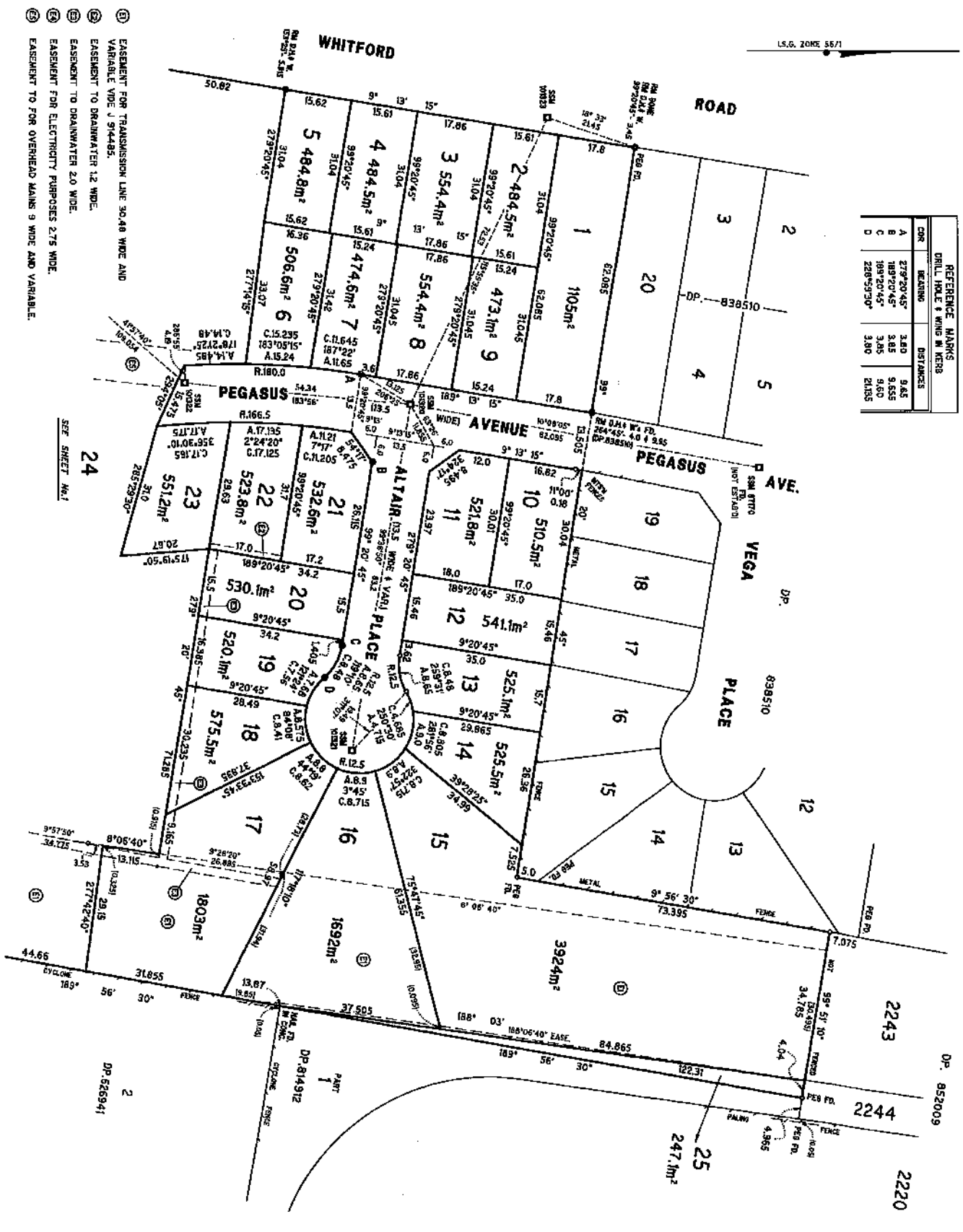
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23/09/2019 02:51 PM

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REFERENCE MARKS			
DRILL HOLE & WING N. NERS			
COR	READING	DISTANCES	
A	279°20'45"	3.80	9.65
B	189°20'45"	3.85	9.55
C	189°20'45"	3.85	9.50
D	228°59'30"	3.80	21.55



- ① EASEMENT FOR TRANSMISSION LINE 30.48 WIDE AND VARIABLE WIDE J 914485.
- ② EASEMENT TO DRAINWATER 1.2 WIDE.
- ③ EASEMENT TO DRAINWATER 2.0 WIDE.
- ④ EASEMENT FOR ELECTRICITY PURPOSES 2.75 WIDE.
- ⑤ EASEMENT TO FOR OVERHEAD MAINS 9 WIDE AND VARIABLE.

SEE SHEET N61

Plan Drawing only to appear in this space

DP 863846

Registered: 5.11.1996

This is a plan of 2 or more lots in 2 blocks

Order: 23.8.1996

Surveyor registered under Surveyors Act 1992

*Bardowski*

General Land Valuation Practitioner

For use where space is insufficient in any panel on Plan Form 2

Reduction Ratio: 1: 600

Surveyor's Reference: 20056/checked



**LAND  
REGISTRY  
SERVICES**

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23/09/2019 02:53 PM

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

Lengths are in metres

(Sheet 1 of 4 sheet)

**DP 863846**

PART 1

Subdivision of Lot 1 Section 2 DP2202 &  
Lot 1A DP3023.  
covered by Council Clerk's Certificate  
No. 212 of 21-10-1996

Full name and address of  
Registered Proprietors of Land:

Rostor Pty Limited  
ACN 003 012 404  
147 Northumberland Street  
LIVERPOOL NSW 2170

Legraft Pty Ltd  
ACN 070 970 393  
Suite 2, 4 King Street  
CAMPBELLTOWN NSW 2560

1. Identity of easement firstly referred  
to in abovementioned plan Easement to Drain Water 1.2 wide.

Schedule of lots etc. affected.

<u>Lot burdened</u>	<u>Lots Benefited</u>
Lot 22	21, 23

2. Identity of easement secondly referred  
to in abovementioned plan Easement to Drain Water 2.0 wide

Schedule of lots etc. affected.

<u>Lot burdened</u>	<u>Lots Benefited</u>
24	16, 17, 18, 19, 20, 21, 22, 23
17	16, 18, 19, 20, 21, 22, 23
18	19, 20, 21, 22, 23
19	20, 21, 22, 23
20	21, 22, 23

3. Identity of easement thirdly referred  
to in abovementioned plan Easement for Electricity purposes 2.75 wide

Schedule of lots etc. affected.

<u>Lot burdened</u>	<u>Name of Authority benefited</u>
24	Integral Energy Australia

4. Identity of easement fourthly referred  
to in abovementioned plan Easement for Transmission Line  
9 wide and variable

Schedule of lots etc. affected.

<u>Lot burdened</u>	<u>Name of Authority benefited</u>
24	Integral Energy Australia

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

Lengths are in metres

(Sheet 2 of 4 sheet)

**DP 863846**

PART 1

Subdivision of Lot 1 Section 2 DP2202 &  
Lot 1A DP3023.  
covered by Council Clerk's Certificate  
No. 212 of 21-10-1996

5. Identity of Restrictions on Use fifthly  
referred to in abovementioned plan. RESTRICTIONS ON USE

Schedule of lots etc. affected.

<u>Lots burdened</u>	<u>Name of Authority benefited</u>
Each lot except Lot 25	Liverpool City Council

6. Identity of Restrictions on Use sixthly  
referred to in abovementioned plan RESTRICTIONS ON USE

Schedule of lots etc. affected.

<u>Lots burdened</u>	<u>Name of Authority benefited</u>
Each lot except Lot 25	Every other lot except Lot 25

PART 2

Terms of Easement thirdly referred to in the abovementioned plan

An easement for the transmission of electricity and for that purpose to install all necessary equipment (including transformers and underground transmission mains wires and cables) together with the right to come and go for the purpose of inspecting maintaining repairing replacing and/or removing such equipment and every person authorised by the Council to enter into and upon the said easement or any part thereof at all reasonable times and to remain there for any reasonable time with surveyors workmen vehicles things or persons and to bring and place and leave thereon or remove therefrom all necessary materials machinery implements and things provided that the Council and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the said easement and will restore that surface as nearly as practicable to its original conditions.

Terms of Easement fourthly referred to in the abovementioned plan

An easement for the transmission of electricity with full and free right leave liberty and licence for Integral Energy Australia and its successors to erect construct place repair renew maintain use and remove electricity transmission mains wires cables towers poles and ancillary works on the surface, undersurface, or subsoil of the said easement for the transmission of electricity and for purposes incidental thereto through and/or in and/or over and/or along the said easement and to cause or permit electricity to flow or be transmitted through and along the said transmission mains wires and cables and to cut or trim or lop trees branches and other growths or foliage and to remove any other obstructions of any kind whatsoever which now or at any time hereafter may overhang encroach or be in or on the said easement and which may or may be likely to interfere with any right leave liberty or licence granted hereunder and for any of the purposes aforesaid for Integral Energy Australia and every person authorised by it to enter into and upon the said easement or any part thereof at all reasonable times and to remain there for any reasonable time with surveyors workmen vehicles things or persons and to bring and place and leave thereon or remove therefrom all necessary material machinery implements and things provided that Integral Energy Australia and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the said easement and will restore that surface as nearly as practicable to its original condition AND the Registered Proprietor for the time being of the land hereby burdened shall not erect or permit to be erected any

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

Lengths are in metres

(Sheet 3 of 4 sheet)

PART 2

**DP 863846**

Subdivision of Lot 1 Section 2 DP2202 &  
Lot 1A DP3023,  
covered by Council Clerk's Certificate  
No. 2/2 of 21-10-1996

Terms of Easement fourthly referred to in the abovementioned plan (cont.)

building, fence or other erection of any kind or description on over or under the said easement or alter the surface level thereof or carry out any form of construction affecting the surface, undersurface or subsoil thereof without MetSouth Energy's permission in writing being first had and obtained PROVIDED that anything permitted by Integral Energy Australia under the foregoing covenant shall be executed in all respects in accordance with the reasonable requirements of Integral Energy Australia and to the reasonable satisfaction of the Engineer of Integral Energy Australia for the time being.

Terms of Restrictions on use fifthly referred to in the abovementioned plan

No dwelling house shall be erected on the land hereby burdened unless the footings or raft slab or both of them (as the case may be) has been designed in accordance with the Australian Standard AS2870-1988 "Residential Slabs and Footings" and such design has been approved by the Council of Liverpool.

Terms of Restrictions on use sixthly referred to in the abovementioned plan

- (a) No main building shall be erected on any lot the external walls of which shall consist of materials other than brick, brick veneer, fibrous cement or timber or any combination of the same but not more than 20% of the external surface shall be of fibrous cement or timber or any combination of the same. Nothing in this clause shall be deemed to prevent the erection of a building having internal walls or an internal frame of timber or metal and external walls of brick, fibrous cement or timber or any combination of the same as aforesaid nor the use of glass for any window or other purpose in such external walls or the use of fibrous cement or timber or any combination of the same in any eaves or gables or the erection of any external garage with a pitched roof and constructed of colourbond metal sheeting.
- (b) No building shall be erected on any lot having a flat roof or a roof of corrugated iron or fibro cement unless the design thereof be first approved by Rostor Pty Limited or Legraft Pty Ltd.
- (c) No privy shall be erected on any lot in a conspicuous place or position and if same is visible from the road or other lots in the subdivision it shall be screened.
- (d) No garage or outbuilding shall be erected or permitted to remain on any lot except until or concurrently with the erection of the main building.
- (e) No earth stone or trees shall be removed or excavated from any lot except where such removal or excavation is necessary for the erection of a building or structure for the safety of the occupants or the prospective occupants thereof, or for the construction of a swimming pool pursuant to the approval of the Liverpool City Council in respect thereto.
- (f) No tree standing on any lot shall be lopped or ringbarked or removed without the prior consent of the Liverpool City Council.
- (g) No caravan, mobile home or other movable or transportable dwelling shall be parked or stored on the lot unless it be parked or stored behind the front building alignment of the main dwelling erected on the lot.
- (h) That no fence shall be erected on the lot burdened to divide it from any adjoining land owned by Rostor Pty Limited or Legraft Pty Ltd without the consent of Rostor Pty Limited or Legraft Pty Ltd its successors and assigns other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to Rostor Pty Limited or Legraft Pty Ltd its successors and assigns and in favour of any person dealing with the lot such consent shall be deemed to have been given in respect to every such fence for the time being erected.

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

Lengths are in metres

(Sheet 4 of 4 sheet)

PART 2

**DP 863846**

Subdivision of Lot 1 Section 2 DP2202 &  
Lot 1A DP3023,  
covered by Council Clerk's Certificate  
No. 212 of 21-10-1996

Name of Authority empowered to release, vary or modify the Easements firstly and  
secondly and Restrictions on Use fifthly referred to in the abovementioned plan

THE COUNCIL OF THE CITY OF LIVERPOOL. The cost and expense of any such release, variation  
or modification shall be borne by the persons or corporation requesting the same in all  
respects.

Name of Authority empowered to release, vary or modify the Easements thirdly and  
fourthly referred to in the abovementioned plan

Integral Energy Australia. The cost and expense of any such release, variation or  
modification shall be borne by the persons or corporation requesting the same in all  
respects.

Name of person empowered to release, vary or modify the Restrictions on Use sixthly  
referred to in the abovementioned plan

Rostor Pty Limited or Legraft Pty Ltd. The cost and expense of any such release, variation  
or modification shall be borne by the persons or corporation requesting the same in all  
respects.

THE COMMON SEAL of Rostor Pty Limited  
ACN 003 012 404 was hereunto affixed  
by resolution of the Directors in  
the presence of:



*J. Pellegrini*  
.....  
(Secretary)

*J. Pellegrini*  
.....  
(Director)

THE COMMON SEAL of Legraft Pty Ltd  
ACN 070 970 393 was hereunto affixed  
by resolution of the Directors in  
the presence of:



*D. Anderson*  
.....  
(Secretary)

*J. White*  
.....  
(Director)

Signed in the presence of the mortgagees Attorneys  
who are personally known to me.

Signature *P. Compagnin*

Name of Witness *P. Compagnin*

Address of Witness: 4-16 Montgomery Street,  
Kogarah

Witnesses were called and sworn to by  
by its Attorneys under Power of Attorney

Registered Number *2007* Book *3576*

Signature *L. Sidoti*

Name *L. SIDOTI*  
Title *SUPERVISOR*

Signature *K. White*

Name *K. White*  
Title *clerk*

REGISTERED  5-11-1996



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- Ⓐ - EASEMENT FOR TRANSMISSION LINE 30.48 & VARIABLE (V/D/E 804466)
- Ⓑ - EASEMENT TO DRAIN WATER 2 WIDE (V/D/E D.P. 883848)
- Ⓒ - EASEMENT FOR ELECTRICITY PURPOSES 2.75 WIDE (V/D/E D.P. 883948)
- Ⓓ - EASEMENT FOR TRANSMISSION LINE 8 WIDE & VARIABLE (V/D/E D.P. 883948)
- Ⓔ - PEGASUS AVENUE (VARIABLE WIDTH)
- Ⓕ - RIGHT OF CARREGWAY VARIABLE WIDTH
- Ⓖ - RIGHT OF CARREGWAY 5.5 WIDE AND VARIABLE WIDTH
- Ⓗ - EASEMENT FOR SERVICES 5.5 WIDE AND VARIABLE WIDTH
- Ⓙ - EASEMENT FOR SERVICES VARIABLE WIDTH

**CURVED OR SHORT BOUNDARIES**

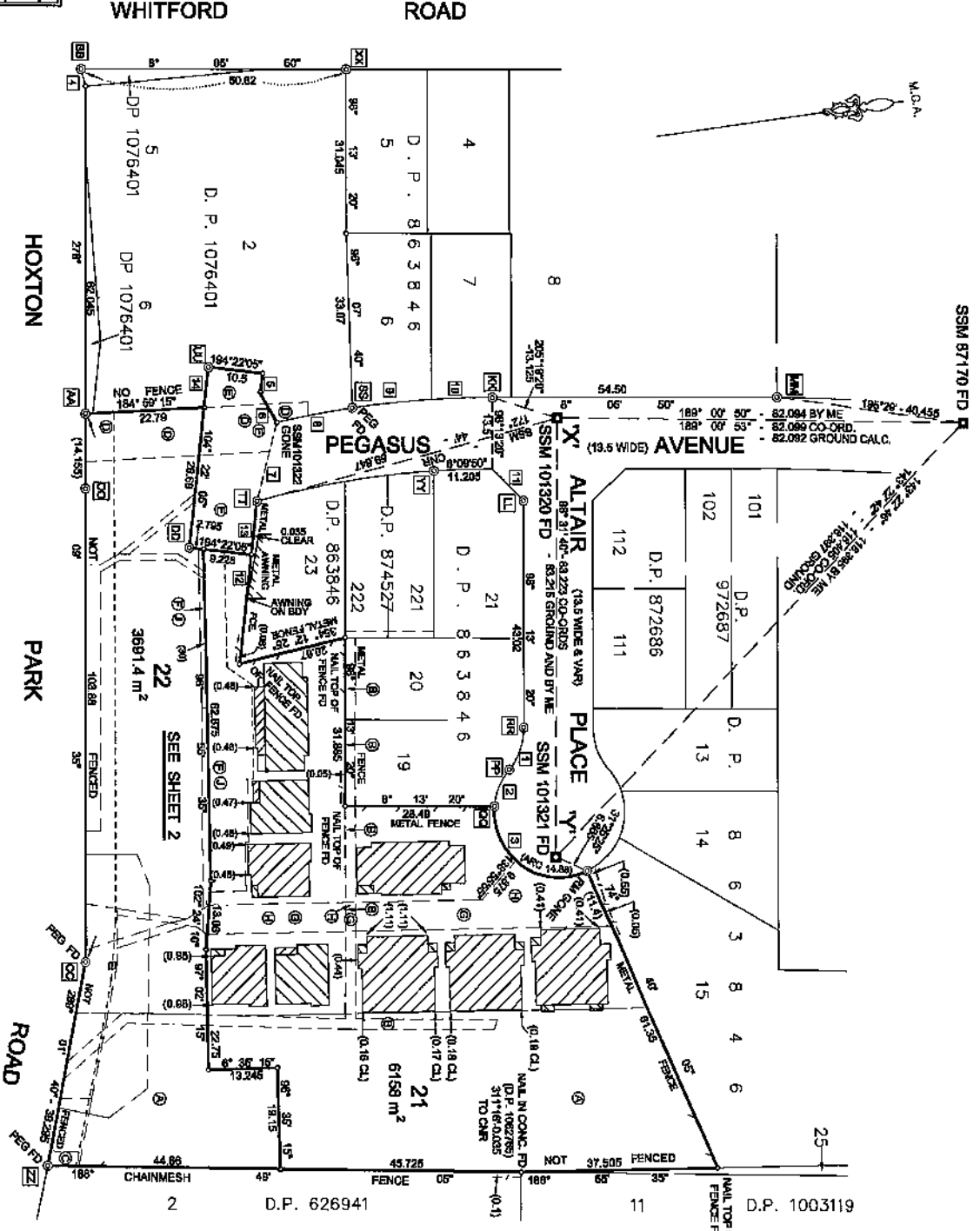
No.	CHORD	ARC	RADIUS
11	148.0240	8.48	12.5
12	120.1095	-7.28	7.88
13	42.7210	-21.7	12.5
14	268.1535	-3.35	-
15	294.2205	-3.35	-
16	248.4835	-6.6	-
17	132.5735	-15.475	-
18	177.4	-14.48	180
19	157.530	-15.285	15.24
20	87.435	-11.845	180
21	58.0835	-8.475	-
22	104.2205	-20.125	-
23	104.2205	-10.17	-
24	104.2205	-7.88	-

**REFERENCE MARKS**

No.	REFERENCE	TYPE
AA	883110	RM DRAWN PL.
BB	228.14	RM DRAWN PL.
CC	8713910	RM NAIL IN HYDRANT FD. (D.P. 883948)
DD	156.97	RM DRAWN PL.
EE	278.1920	RM DRAWN PL.
FF	188.1920	RM DRAWN PL.
GG	285.9785	RM DRAWN PL.
HH	270.44	RM NOT FD.
II	227.590	RM DRAWN PL.
JJ	187.140	RM DRAWN PL.
KK	187.140	RM DRAWN PL.
LL	277.280	RM DRAWN PL.
MM	131.390	RM DRAWN PL.
NN	238.28	RM DRAWN PL.
OO	50.720	RM DRAWN PL.
PP	50.720	RM DRAWN PL.
QQ	187.140	RM DRAWN PL.
RR	187.140	RM DRAWN PL.
SS	277.280	RM DRAWN PL.
TT	131.390	RM DRAWN PL.
UU	238.28	RM DRAWN PL.
VV	50.720	RM DRAWN PL.
WW	50.720	RM DRAWN PL.
XX	187.140	RM DRAWN PL.
YY	187.140	RM DRAWN PL.
ZZ	277.280	RM DRAWN PL.

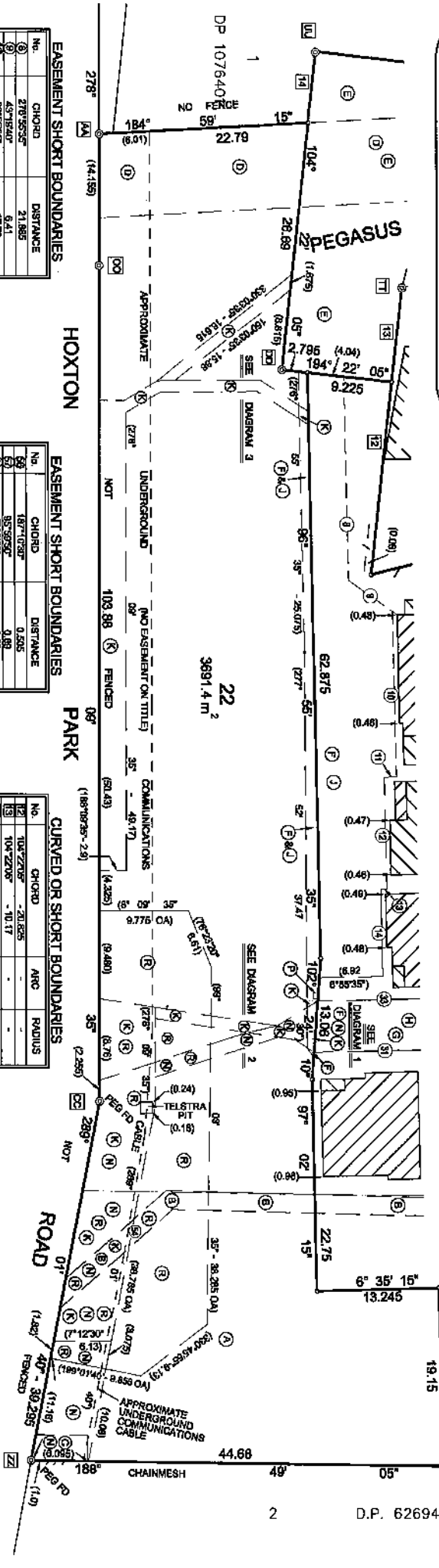
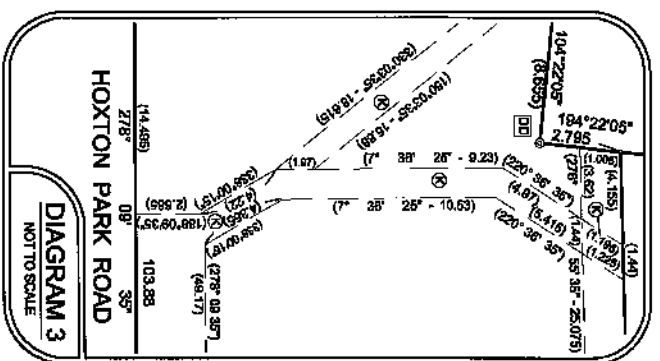
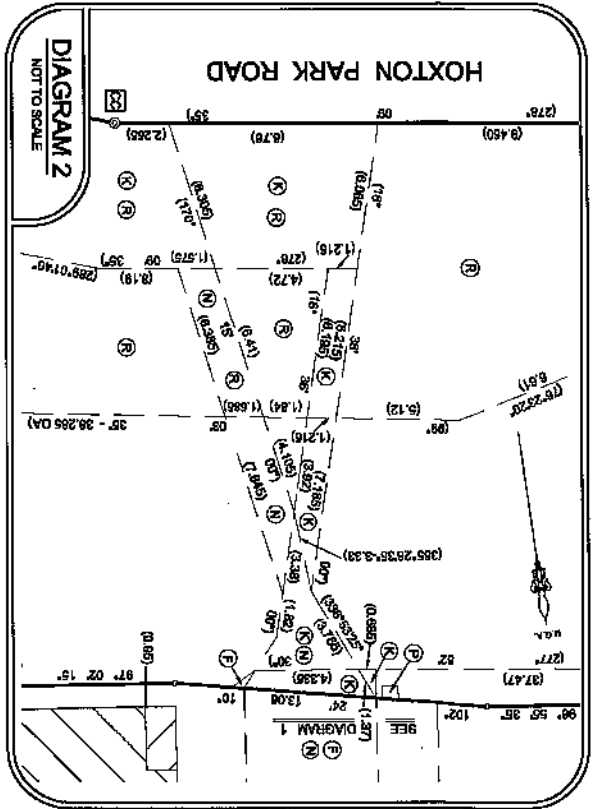
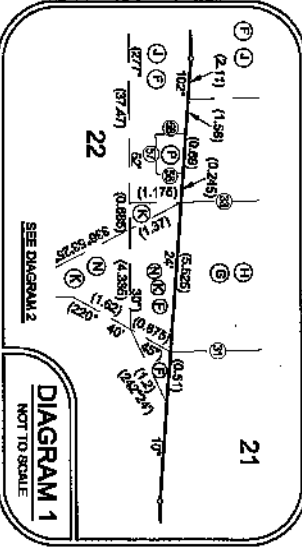
SURVEYORS (PRACTICE) REGULATION 2001 - CLAUSE 22 (2)				
MARK	EASTING	NORTHING	ZONE	CLASS ORDER
SSM 87176	302881.338	6244174.629	58	B 2
SSM 101320	302886.472	6244093.544	58	B 2
SSM 101321	302892.775	6244081.283	58	B 2

SOURCE OF M.G.A. COORDINATES: S.C.I.M.A.  
 AT: 18/02/2008  
 COMBINED SCALE LEVEL A.L.S. FACTOR USED 1.000075



Surveyor: DOMINIEN CO ZAUMPIER Date of Survey: 14/03/08 Surveyor's Ref: 13504.LL	PLAN OF SUBDIVISION OF LOT 2 IN DP 1082785	L.G.A.: LIVERPOOL Locality: HINCHINBROOK Subdivision No: 21 of 28-5-2008 Land in the State (Statutory) No: 530	Registered 28.7.2008	DP1128625
--	---	---	-------------------------	-----------

- Ⓐ - EASEMENT FOR TRANSMISSION LINE 30.48 & VARIABLE (NDE 181448)
- Ⓑ - EASEMENT TO DRAIN WATER 2 WIDE (NDE D.P. 683948)
- Ⓒ - EASEMENT FOR ELECTRICITY PURPOSES 2.76 WIDE (NDE D.P. 683948)
- Ⓓ - EASEMENT FOR TRANSMISSION LINE 9 WIDE & VARIABLE (NDE D.P. 683948)
- Ⓔ - PEGASUS AVENUE (VARIABLE WIDTH)
- Ⓕ - RIGHT OF CARRIAGEWAY VARIABLE WIDTH
- Ⓖ - EASEMENT FOR SERVICES 5.5 WIDE AND VARIABLE WIDTH
- Ⓗ - EASEMENT FOR SERVICES 5.5 WIDE AND VARIABLE WIDTH
- Ⓙ - EASEMENT TO DRAIN WATER 1.2 WIDE, 2.8 WIDE, 8 WIDE AND VARIABLE WIDTH
- Ⓚ - EASEMENT FOR ELECTRICITY PURPOSES 1.5 WIDE, 8 WIDE AND VARIABLE
- Ⓛ - EASEMENT FOR BACKSPOUCHING STRUCTURE TO REMAIN VARIABLE WIDTH
- Ⓜ - EASEMENT TO DRAIN WATER VARIABLE WIDTH
- Ⓞ - OVERALL DISTANCE



**EASEMENT SHORT BOUNDARIES**

No.	CHORD	DISTANCE
1	278°55'35"	21.885
2	43°18'44"	6.41
3	88°55'35"	17.78
4	186°55'35"	1.78
5	106°55'35"	12.026
6	106°55'35"	0.855
7	106°55'35"	9.35
8	186°55'35"	52.026
9	288°01'40"	25.85

**EASEMENT SHORT BOUNDARIES**

No.	CHORD	DISTANCE
10	187°07'58"	0.505
11	88°55'35"	0.88
12	7°22'50"	0.59

**CURVED OR SHORT BOUNDARIES**

No.	CHORD	ARC	RADIUS
13	104°22'05"	-20.825	-
14	104°22'05"	-10.17	-
15	104°22'05"	-7.85	-

**EASEMENT SHORT BOUNDARIES**

No.	CHORD	DISTANCE
16	187°07'58"	0.505
17	88°55'35"	0.88
18	7°22'50"	0.59

Surveyor: DOMENICO ZAMPFIERI  
 Date of Survey: 14/03/08  
 Surveyor's Ref: 15594 L

PLAN OF SUBDIVISION OF LOT 2  
 IN DP 182785

L.G.A.: LIVERPOOL  
 Locality: HINCHEBROOK  
 Subdivision No: 21 of 28-5-2008  
 Land is in original subdivision from 1300

Registered  
 28.7.2008

DP1128625

**DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 1 of 2 sheet(s)

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions or the use of land or positive covenants.

**DP1128625**

IT IS INTENDED TO DEDICATE

Registered:  28.7.2008  
 Title System: TORRENS  
 Purpose: SUBDIVISION

THE EXTENSION OF PEGASUS AVENUE  
 (VARIABLE WIDTH) (E)  
 TO THE PUBLIC AS PUBLIC ROAD  
 SUBJECT TO THE EASEMENT FOR  
 TRANSMISSION LINE 6 WIDE AND  
 VARIABLE (D.P. 863846)

PLAN OF SUBDIVISION OF LOT 2  
 IN DP 1062765

LGA: LIVERPOOL  
 Locality: HINCHINBROOK  
 Parish: ST LUKE  
 County: CUMBERLAND

Use PLAN FORM 6A  
 for addition certificates, signatures, seals and statements

Surveying Regulation, 2006  
 I, DOMENICO ZAMBERI  
 of NORTH WESTERN SURVEYS PTY. LIMITED  
 a surveyor registered under the Surveying Act, 2002, certify that the  
 survey represented in this plan is accurate, has been made in  
 accordance with the Surveying Regulation, 2006 and was completed  
 on: 14/03/08

Crown Lands NSW/Western Lands Office Approval  
 In approving this plan certify  
 (Authorised Officer)  
 that all necessary approvals in regard to the allocation of the land  
 shown herein have been given

The survey relates to LOTS 21 & 22  
 (specify the land actually surveyed or specify any land shown in the  
 plan that is not the subject of the survey)

Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 File Number: \_\_\_\_\_  
 Office: \_\_\_\_\_

Signature: D. Zambieri Dated: 29/04/08  
 Surveyor registered under the Surveying Act, 2002

**Subdivision Certificate**

I certify that the provisions of s.108J of the Environmental Planning and  
 Assessment Act 1979 have been satisfied in relation to:

Datum Line: X-Y  
 Type: Urban/Rural

the proposed: Subdivision set out herein  
 (insert 'subdivision' or 'new road')

Plans used in the preparation of survey/completion

G. R. Kavanagh  
 \* Authorised Person/Chief Manager/Registered Officer

D.P. 863846  
 D.P. 836510  
 D.P. 1003119  
 D.P. 874527  
 D.P. 1076401

Consent Authority: Liverpool City Council  
 Date of Enforcement: 28-5-2008  
 Assessment No.: \_\_\_\_\_  
 Subdivision Certificate No.: \_\_\_\_\_  
 File no.: 1682106


(If insufficient space use Plan Form 6A elsewhere)

\* Details which prove to be inapplicable.

SURVEYOR'S REFERENCE: 13504\_L

OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 2 IN DP 1082765	DP1128625  Registered:  28.7.2008
---	--

OFFICE USE ONLY

Subdivision Certificate No: 21 Date of Enforcement: 28-5-2008

PURSUANT TO SECTION 68B OF THE  
 CONVEYANCING ACT 1919, AS  
 AMENDED, IT IS INTENDED TO CREATE:

1. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (F)
2. RIGHT OF CARRIAGEWAY 6.6 WIDE AND VARIABLE WIDTH (G)
3. EASEMENT FOR SERVICES 5.5 WIDE AND VARIABLE WIDTH (H)
4. EASEMENT FOR SERVICES VARIABLE WIDTH (J)
5. EASEMENT TO DRAIN WATER 1.2 WIDE, 2.9 WIDE, 8 WIDE AND VARIABLE WIDTH (K)
6. EASEMENT FOR ELECTRICITY PURPOSES 1.5 WIDE, 8 WIDE AND VARIABLE WIDTH (N)
7. EASEMENT TO PERMIT ENCRANCHING STRUCTURE TO REMAIN VARIABLE WIDTH (P)
8. RESTRICTION ON THE USE OF LAND
9. POSITIVE COVENANT
10. EASEMENT TO DRAIN WATER VARIABLE WIDTH (R)
11. RESTRICTION ON THE USE OF LAND

*John Comisso*  
 JOHN COMISSO (Director)  
 DEWINGTON P/L ACN: 1100 717 128  
 (Secretary)  
 DEWINGTON P/L ACN: 1100 717 128  
 Tony Comisso

Mortgage under Mortgage No. **AP828793**  
 Signed at Sydney this 5th day of June 2008 for National Australia Bank Limited, ABN 41 620 044 937  
 by Roger James Moresco as duly appointed Attorney under Power of Attorney No. 28 7026 4812  
 Witness: SEPIKE KIMIKAYA  
 225 George Street, Sydney NSW



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

Lengths are in metres

Sheet 1 of 4 Sheets

Plan: **DP1128625**

Plan of Subdivision of Lot 2 in DP 1062765

**Full Name and Address of the Registered  
 Proprietor of the Land:**

**Dewington Pty Ltd  
 Unit 2 / 5 McCormack Street  
 ARNDELL PARK NSW 2148**

**PART 1**

Number of Item shown in the intention panel on the plan	Identity of easement, restriction or positive covenant to be created and referred to in the plan	Burdened lot or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Right of Carriageway Variable Width (F)	21 & 22	21 & 22
2.	Right of Carriageway 5.5 wide and variable width (G)	21	22
3.	Easement for Services 5.5 wide and variable width (H)	21	22
4.	Easement for Services variable width (J)	21 & 22	21 & 22
5.	Easement to Drain Water 1.2 Wide, 2.9 wide, 6 wide and variable width (K)	22	21
6.	Easement for Electricity Purposes 1.5 wide, 6 wide and variable width (N)	22	21
7.	Easement to Permit Encroaching Structure to remain (P)	22	21
8.	Restriction on the Use of Land	22	Liverpool City Council
9.	Positive Covenant	22	Liverpool City Council
10.	Easement to Drain Water variable width (R)	22	21
11.	Restriction on the Use of Land	22	Liverpool City Council

Approved by the Council of the City of Liverpool

*to R. [Signature]*

*[Signature]*

ePlan

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

Lengths are in metres

Sheet 2 of 4 Sheets

Plan: **DP1128625**

Plan of Subdivision of Lot 2 in DP 1062765

**PART 2**

**1. TERMS OF RESTRICTION EIGHTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.**

- (a) Any further development of the lot shall ensure that there is no net loss of floodplain storage volume for the 100 year Average Recurrence Interval Flood and comply with the Cabramatta Creek Floodplain Management Study dated October 2004.
- (b) No direct vehicular or pedestrian access to Hoxton Park Road and no part of the lot or any structure erected on the lot shall be capable of use for that purpose.

**2. TERMS OF POSITIVE COVENANT NINTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.**

**1. The Registered Proprietor will:**

- (a) Permit stormwater to be temporarily detained by the system.
- (b) Keep the system clean and free from silt, rubbish and debris.
- (c) Maintain and repair the system so that it functions in a safe and efficient manner.
- (d) Replace, repair, alter and renew the whole or part of the system within the time and manner specified in a written notice issued by Council.
- (e) Carry out the matters referred to in paragraphs (b), (c) and (d) at the registered proprietor's expense
- (f) Not make any alterations to the system or elements thereof without prior consent in writing of the Council
- (g) Permit the Council 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 the land for compliance with the requirements of this clause.
- (h) Comply with the terms of any written notice by the Council in respect to the requirements of this clause within the time stated in the notice.

- 2. In the event of the registered proprietor failing to comply with the terms of any written notice served in respect of the matters in clause 1 the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe efficient operations of the system and recover from the registered proprietor the cost of carrying out the work, and if necessary, recover the amount due by legal proceedings (including legal costs and fees) and entry of a covenant charge on the land under Section 88F of the Conveyancing Act 1919. In carrying out any work under this clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.**

Approved by the Council of the City of Liverpool

*B. Rooney*

*[Signature]*

ePlan

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

Lengths are in metres

Sheet 3 of 4 Sheets

Plan: **DP1128625**

Plan of Subdivision of Lot 2 in DP 1062765

**3. TERMS OF RESTRICTION ELEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.**

The proprietor of the burdened lot shall not:

- (a) Erect, construct or place any building or other structure.
- (b) Make alterations to the ground surface levels, grates, pits, kerbs, tanks, gutters or any other structure associated with the on-site stormwater detention system.

Within the land so burdened without the prior written consent of Liverpool City Council.

**NAME OF PERSON OR AUTHORITY WHOSE CONSENT IS REQUIRED TO RELEASE VARY OR MODIFY THE EASEMENTS FIFTHLY AND TENTHLY AND THE RESTRICTIONS EIGHTHLY AND ELEVENTHLY AND THE POSITIVE COVENANT NINTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN**

THE COUNCIL OF THE CITY OF LIVERPOOL

Approved by the Council of the City of Liverpool

*b. R. [Signature]*

*[Signature]*

ePlan

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

Lengths are in metres

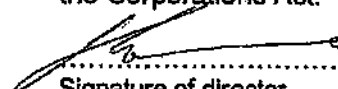
Sheet 4 of 4 Sheets

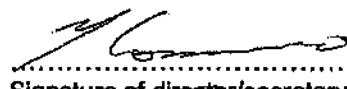
Plan: **DP1128625**

Plan of Subdivision of Lot 2 in DP 1062765

DEWINGTON PTY LTD  
EXECUTED by ~~INSERT COMPANY~~ )  
NAME] in accordance with section 127 of )  
the Corporations Act: )

ACN : 100 713 826


  
.....  
Signature of director

  
.....  
Signature of director/secretary

JOHN CAMILLERIO  
.....  
Name (please print)

Tony Camillerio  
.....  
Name (please print)


Mortgagee under Mortgage No. AD828793  
Signed at Sydney this 5th day of  
June 2008 for National  
Australia Bank Limited ABN 12 004 044 937  
by Roger James Corkery  
its duly appointed Attorney under Power of  
Attorney No. 39 Book 4512

  
.....  
Level 2 Attorney

Witness/Bank Officer SEFIKE KIRIKKAYA  
255 George Street, Sydney NSW

REGISTERED  28.7.2008

Approved by the Council of the City of Liverpool





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**SCHEDULE OF CURVED AND SHORT BOUNDARIES**

No.	BEARING	CHORD	ARC	RADIUS
1	142°27'59"	21.7	25.275	12.5
2	294°22'25"	3.5	-	-
3	244°54'20"	6.6	-	-
4	171°41'29"	14.48	14.485	180
5	4°59'15"	14.75	-	-
6	83°15'35"	3.35	7.68	-
7	120°17'15"	7.58	7.68	12.5
8	180°03'20"	8.48	6.65	12.5

111° 11' 11" MGA 20110350 - 164431 GROUND  
 ME 20170530 - 164431 INDIRECT

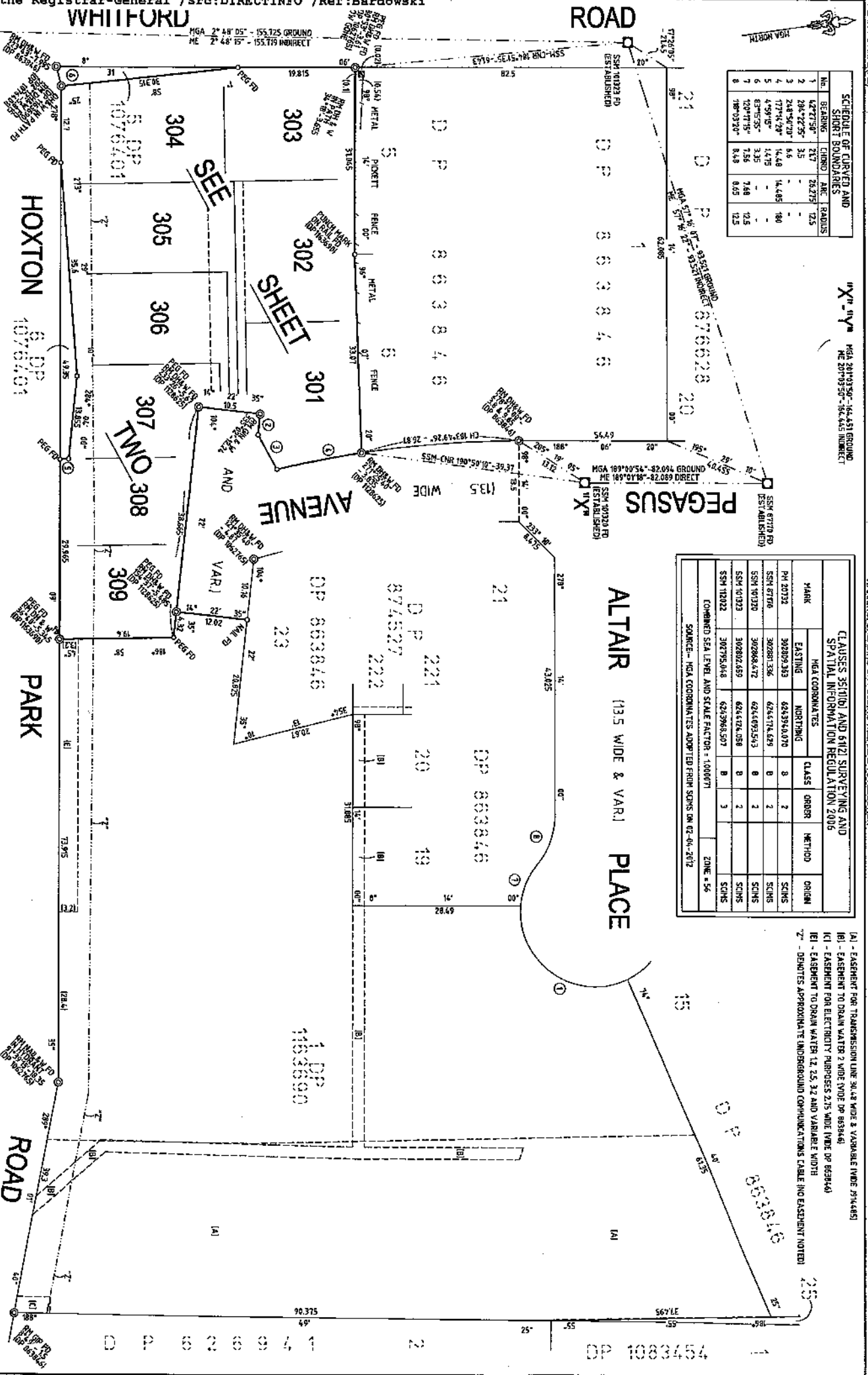
WARNING: CROSSING OR FOLKING WILL LEAD TO ELECTION

**CLAUSES 3(1)(1) AND 4(1) SURVEYING AND SPATIAL INFORMATION REGULATION 2005**

MARK	EASTING	NORTHING	CLASS	ORDER	METHOD	ORIGIN
PH 20132	302809.349	624391.070	B	2		SCNS
SM 0710	302881.336	624517.629	B	2		SCNS
SM 10120	302868.672	624109.553	B	2		SCNS
SM 10123	302882.659	624124.058	B	2		SCNS
SM 11022	302795.048	623968.507	B	3		SCNS

COMBINED SEA LEVEL AND SCALE FACTOR = 1.000071 ZONE = 54  
 SOURCE = MGA COORDINATES ADAPTED FROM SCNS ON 02-04-2012

- (A) - EASEMENT FOR TRANSMISSION LINE 30.48 WIDE & VARIABLE (1005 9714451)
- (B) - EASEMENT TO DRAIN WATER 2 WIDE (1005 DP 863946)
- (C) - EASEMENT FOR ELECTRICITY PURPOSES 2.15 WIDE (1005 DP 863946)
- (E) - EASEMENT TO DRAIN WATER 1.2, 2.5, 3.2 AND VARIABLE WIDTH
- (F) - DEWOTS APPROXIMATE UNDERGROUND COMMUNICATIONS CABLE (NO EASEMENT NOTED)



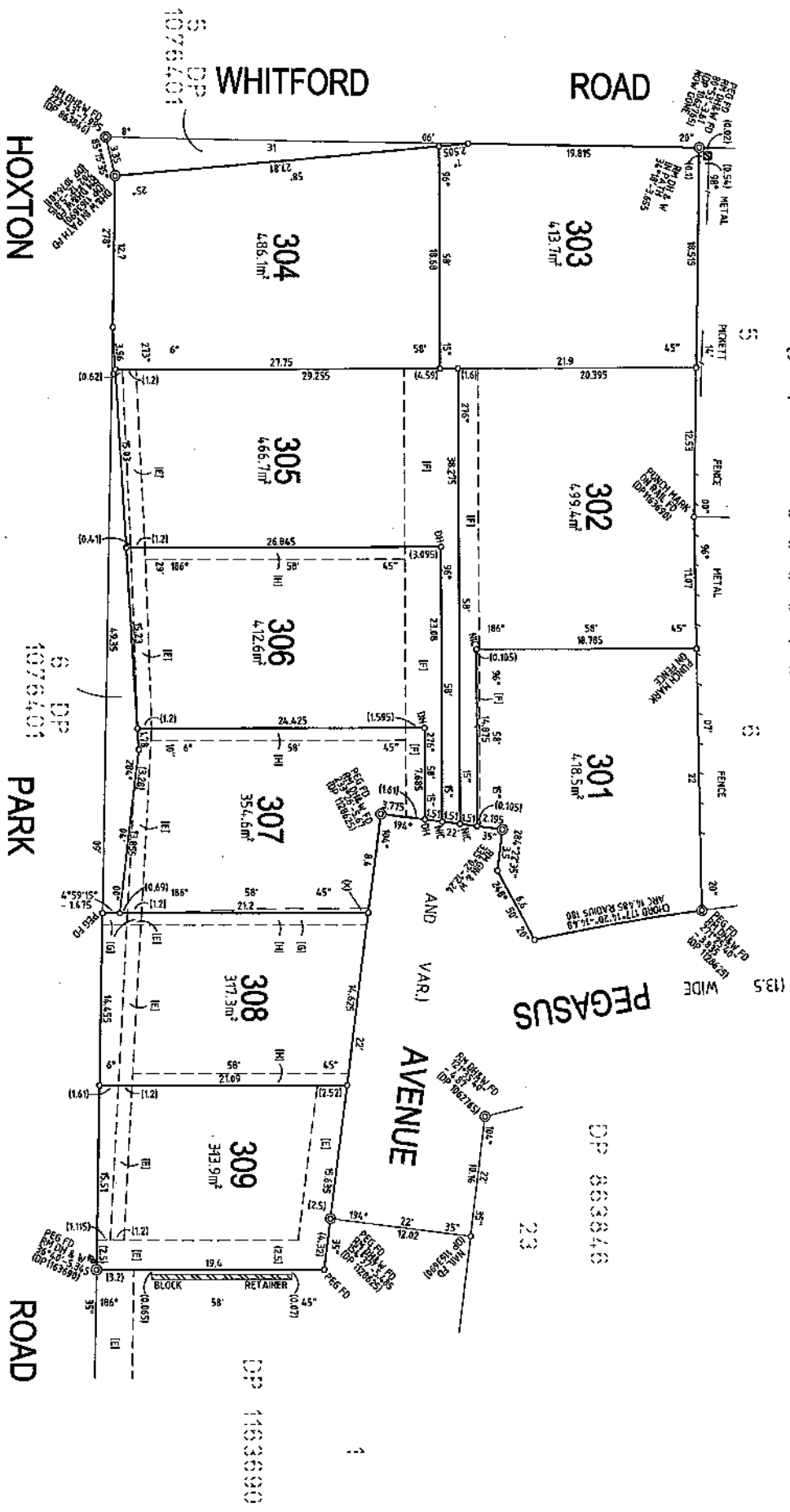
Surveyor: **THERRY STEPHAN MARCEL GABARNA**  
 Date of Survey: 16-04-2012  
 Plan of Subdivision of Lot 2 DP 116889 and Easement to Drain Water 3.2 Wide over Lot 1 DP 116889  
 Surveyor's Ref: 359573

LGA: **LIVERPOOL**  
 Locality: **HICKSBERG**  
 Subdivision No: **41 of 4-6-2012**  
 Lengths are in metres. Reduction Ratio: 1:500

Registered  
 8.8.2012



- (E) - EASEMENT TO DRAIN WATER 1.2, 2.5, 3.2 AND VARIABLE WIDTH
- (F) - RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES AND EASEMENT TO DRAIN WATER VARIABLE WIDTH
- (G) - EASEMENT FOR UNDERGROUND CABLES 1 WIDE
- (H) - EASEMENT FOR ACCESS AND MAINTENANCE 1 WIDE
- (M) - NAME IN CONCRETE
- (N) - DRILL HOLE IN CONCRETE
- (O) - RESTRICTION ON THE USE OF THE LAND (8 AND 11) - DP1128826
- (P) - POSITIVE COVENANT - DP1128826




ADJUSTED BY ME 27.07-12

Surveyor: <b>THERRY STEPHAN MARCEL GRABARA</b> Date of Survey: 16-04-2012 Surveyor's Ref: 3395/2	PLAN OF SUBMISSION OF LOT 2 DP 1163880 AND EASEMENT TO DRAIN WATER 3.2 WIDE OVER LOT 1 DP 1163880	LGA: <b>LIVERPOOL</b> Locality: <b>MUNCHINGBROOK</b> Subdivision No: <b>41</b> 4-4-6-2012 Lengths are in metres, Reduction Ratio 1:50	Registered 6.8.2012	DP1164326
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10 20 30 40 50 60 70 80 90 100 110 120 130 140 150



DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 2 sheet(s)
PLAN OF SUBDIVISION OF LOT 2 DP 1163690 AND EASEMENT TO DRAIN WATER 3.2 WIDE OVER LOT 1 DP 1163690		DP1164326
Registered:  6.8.2012		
Subdivision Certificate No: 41	Date of Endorsement: 4-6-2012	
<p><i>[Signature]</i> Name of Attorney: Geoff Riethmuller Endeavour Energy</p> <p><i>[Signature]</i> TONY COMMISSO DIRECTOR/SECRETARY A.C.N 100 713 826 DEWINGTON PTY LTD.</p> <p><i>[Signature]</i> JOHN COMMISSO DIRECTOR/SECRETARY A.C.N 100 713 826 DEWINGTON PTY LTD.</p> <p>Mortgage under Mortgage No. AF581896 Signed as Trustee this 29th day of JUNE 2012 for National Australia Bank Limited ABN 12 004 044 037 by CRAIG SCHUB its duly appointed Attorney under Power of Attorney No. 38 Book 4512</p> <p>3 <i>[Signature]</i> Level Attorney Witness/Bank Officer MATTHEW WILLIAMS.</p>		
SURVEYOR'S REFERENCE: 35953		

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Form: 15CB  
Release: 3:2

**CHANGE OF BY-LAWS**  
New South Wales  
Strata Schemes Management Act 1996  
Real Property Act 1900

**AJ96282T**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	For the common property CP/SP 88006	
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any LLPN: <b>28A</b> 124247U SAI GLOBAL Property DX 885 SYDNEY 02 9210 0700
	Reference:	13789081 - MJ O'Doherty
		CODE <b>CB</b>

- (C) The Owners-Strata Plan No. SP88006 certify that pursuant to a resolution passed on 31 July 2014 and
- (D) in accordance with the provisions of 47 & 48 of the Strata Schemes Management Act 1996 the by-laws are changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. SPECIAL BY-LAW 1  
Amended by-law No. NOT APPLICABLE  
as fully set out below:

SEE ANNEXURE "A"



(F) The common seal of the Owners-Strata Plan No. SP88006 was affixed on 01 August 2014 in the presence of—

Signature(s):   
Name(s): NICOLE FIELD

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

Annexure: "A" to CHANGE OF BY-LAWS

Parties:

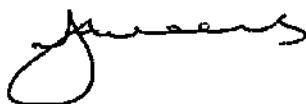
Dated: 01 August 2014

SPECIAL BY-LAW NO.1

1. The Owners for the time being of all lots (1-15) in Strata Plan 88006 shall each be responsible for that part of the lot being the shower recess for each of the Lots subject to the following conditions:
  - 1.1 Each Owner shall be solely responsible for the proper maintenance and keeping in a state of good and servicable repair ("the works") of the said shower recess for each Lot without expense to the Owners Corporation. Each Owner will ensure that the shower recess is properly sealed and watertight to prevent leaking.
  - 1.2 If the shower recess does leak and cause damage to the ceiling of the Lot directly below then that Lot Owner of the leaking shower recess will be responsible for the repair of the shower recess to stop the leakage which caused the damage to the ceiling of the Lot directly below.
  - 1.3 The repair of the ceiling below the leaking shower recess will be the responsibility of the Lot Owner.
  - 1.4 Each Owner shall bear the costs of maintenance and repair in fulfilling condition 1.1 above.
  - 1.5 The Owner must keep the Owners Corporation indemnified against:
    - (a) Any claims made against or expenses incurred by the Owners Corporation and arising out of or caused by the Works, or the use or maintenance of the shower recess; and
    - (b) Any liability for damage to the ceiling caused by the Owners Corporation in undertaking any work referred to in s65 of the Act or in exercising the power of entry conferred by that section.
  - 1.6 Without prejudice to the other rights of the Owners Corporation, where the Owner fails or neglects to carry out any condition referred to herein then the Owners Corporation or its agents, servants or contractors may carry out such condition and may enter upon any part of the parcel for that purpose at any reasonable time on notice given to any occupier or owner of any part of the parcel and may recover the costs of fulfilling such condition as a debt from the Owner.

The Common Seal of the Owners- Strata Plan No 88006  
was affixed on 01 August 2014 in the presence of-

Signature(s):



Name(s): NICOLE FIELD

being the person(s) authorised by section 238 of the Strata Management Act 1996 to attest the affixing of the seal.





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

Plan: **SP93648**

(Sheet 1 of 2)  
PLAN OF SUBDIVISION OF PT 15 SP88006 3  
AND RESTRICTION AFFECTING COMMON  
PROPERTY SP 88006  
~~Plan of Subdivision of PT 15 SP88006~~  
SUBDIVISION CERTIFICATE NO : 112015  
DATE OF ENDORSEMENT : 9 MAY 2016

Full name and address of  
the owner of the land:

John Mhanna  
76 Blue Bell Circuit Kellyville NSW 2155  
Hedra Abdalla  
33 Smythe St Merrylands NSW 2160  
THE OWNERS - STRATA PLAN NO 88006  
7 ALTAIR PLACE HINCHINBROOK NSW 2168

**PART 1 (CREATION)**

Number of item shown in the intention panel on the plan	Identity of easement, profit a 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	Restriction on the Use of Land	Lots 16,17,18,19,20,21,22,23 CP/SP 88006	Liverpool City Council

**PART 2 (TERMS)**

**1. Terms of Restriction on the Use of Land numbered 1 in the Plan**

- (a) Fencing erected along the Hoxton Park Road boundary is to be in accordance with approved engineering plans.
- (b) Such fencing shall not be removed, damaged, destroyed or permitted to fall into disrepair.
- (c) Fencing is not to be erected other than approved

Name of Authority having the power to release vary or modify Restriction on the use of Land is Liverpool City Council.

**LIVERPOOL CITY COUNCIL**

*B. R. Bascay*  
Authorised Person

*[Handwritten signature]*  
*[Handwritten initials]*

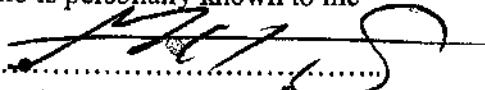
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION  
ON USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

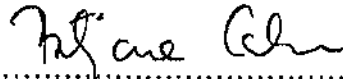
**SP93648**

(Sheet 2 of 27)  
3

Signed in my presence by the said  
John Mhanna

Who is personally known to me

.....  
  
Signature

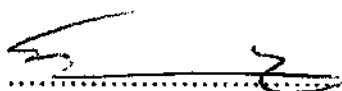
.....  
  
Signature of Witness  
BILJANA CATIC

Name of Witness  
150/18-20 KNOCKLADE ST  
ASHFIELD NSW 2131  
Address of Witness

Signed in my presence by the said  
Hedra Abdalla


Who is personally known to me

.....  
  
Signature

.....  
  
Signature of Witness  
Eman S. HONODA

Name of Witness  
76 Blue Bell Cct  
Kerryville N.S.W. 2155  
Address of Witness

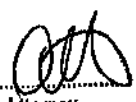
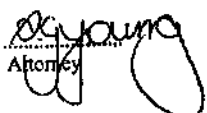
Approved by Liverpool City Council

.....  
 .....  
Authorised Person


Dianne Yazbeck  
Liverpool City Council  
33 MOORE ST. LIVERPOOL

New South Wales

EXECUTED by BENDIGO AND ADELAIDE )  
BANK LTD ABN 11 068 049 178 by being signed )  
by its Attorneys )  
DIANNE MARY WILMOT )  
LEISA SA YOUNG )  
who certify that they are the )  
TEAM LEADER - LOAN SERVICES RETAIL )  
LOAN SERVICES OFFICER )  
respectively for the time being of the )  
Company under the Power of Attorney )  
dated 9 April 2008 registered in )  
Book 4542 Number 334 in the presence )  
of - )

.....  
 )  
Attorney )  
.....  
 )  
Attorney )

I certify that the attorney(s) signing opposite,  
with whom I am personally acquainted or as  
to whose identity I am otherwise satisfied,  
signed this instrument in my presence

Signature of witness .....  
  
Name of witness DONNA ANN MAREE SMITH  
Address of witness 114 Brisbane St Ipswich

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

**SP93648**

(Sheet 3 of 3)

**Approved Form 9**

**Certificate of Owners Corporation**

The Owners - Strata Plan No. 88006 certifies that:

- (1) On 18/11/2016 it passed a special resolution agreeing to the execution of the dealing or plan \* 88006 pursuant to section 28(4) Strata Schemes (Freehold Development) Act 1973 or section 32(4) Strata Schemes (Leasehold Development) Act 1986;
- (2) The requirements of section 28(3)(a)(ii) Strata Schemes (Freehold Development) Act 1973 or section 32(3)(a)(ii) Strata Schemes (Leasehold Development) Act 1986 have been complied with in respect of the said dealing or plan.

The common seal of the Owners - Strata Plan No. 88006 was hereunto affixed on 22/11/2016 in the presence of LANIA HAIDOM being the person (s) authorised by section 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.

[Signature]  
.....  
22/11/2016  
.....



\* Set out sufficient particulars to identify positively the transfer or lease to which the certificate relates.  
^ Insert the applicable date.

**Approved Form 23**

**Attestation**

The common seal of the Owners - Strata Plan No. 88006 was hereunto affixed on 22/11/2016 in the presence of LANIA HAIDOM being the person (s) authorised by s. 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.

[Signature]  
.....  
22/11/2016  
.....



^ Insert appropriate date

REGISTERED



28.11.2016



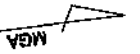
**LAND  
REGISTRY  
SERVICES**

**Direct** Info  
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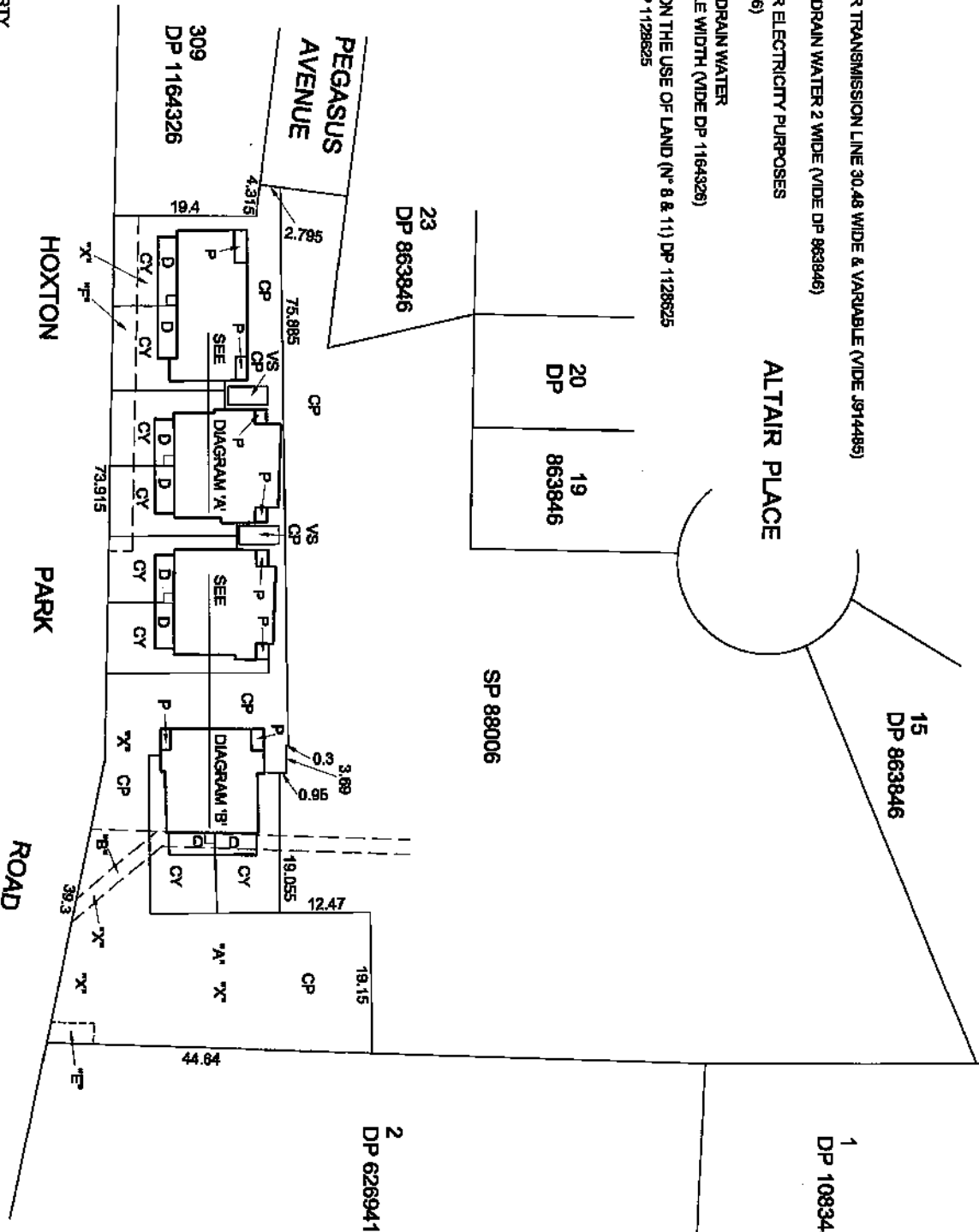
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Direct Info Pty Ltd - ABN 25 160 378 263 an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar-General in accordance with Section 96B (2) of the Real Property Act, 1900.



- \*A - DENOTES EASEMENT FOR TRANSMISSION LINE 30.48 WIDE & VARIABLE (VIDE JP144486)
- \*B - DENOTES EASEMENT TO DRAIN WATER 2 WIDE (VIDE DP 863846)
- \*E - DENOTES EASEMENT FOR ELECTRICITY PURPOSES 2.75 WIDE (VIDE DP 863846)
- \*F - DENOTES EASEMENT TO DRAIN WATER 1.2, 2.5, 3.2 AND VARIABLE WIDTH (VIDE DP 1164326)
- \*X - DENOTES RESTRICTION ON THE USE OF LAND (\* 8 & 11) DP 1128625
- POSITIVE COVENANT - DP 1128625



- CP - COMMON PROPERTY
- CY - COURTYARD
- P - PORCH FULLY COVERED
- VS - VISITOR CARSPACE
- D - DECK NOT COVERED
- 90° ANGLE

LOCATION PLAN

Surveyor: DRAGOMIR MILUTIN CATIC  
 Surveyor Ref: JOHN  
 Subdivision No: 112015  
 Lengths are in meters. Ratio 1:600

REGISTERED  
 28.11.2016

SP93648

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
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Table of mm



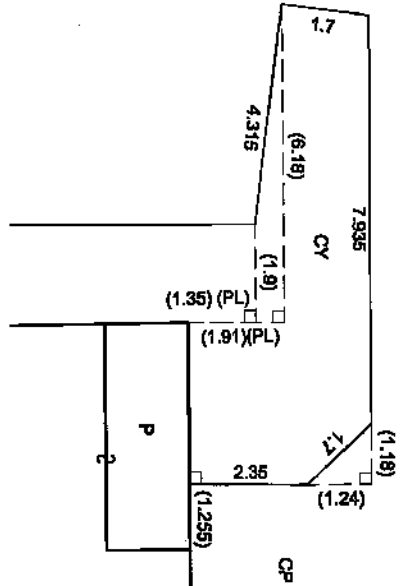
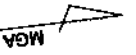


DIAGRAM D  
SCALE 1:100

**NOTES:**  
 MEASUREMENTS OF THE FLOOR AREA ARE SHOWN APPROXIMATE AND ARE CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THESE AREAS MAY DIFFER FROM MEASUREMENTS OF FLOOR AREA FOR OTHER PURPOSES

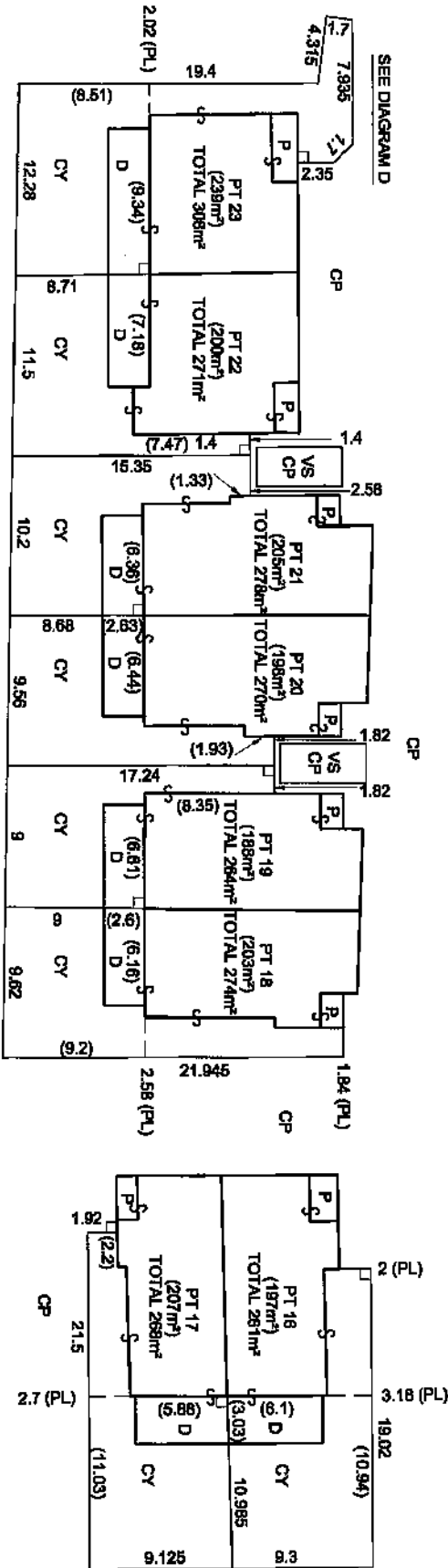
RAIN WATER TANKS, PUMPS AND ASSOCIATED ELECTRICAL AND PLUMBING EQUIPMENT LOCATED WITHIN THE LOT AND SERVICING EXCLUSIVELY THAT LOT FORM PART OF IT AND IS NOT COMMON PROPERTY.

STRATUM OF COURTYARDS IS LIMITED IN HEIGHT WHERE NOT COVERED TO 8 METRES ABOVE THE UPPER SURFACE OF GROUND FLOOR OF ADJOINING RESPECTIVE UNIT.

STRATUM OF COURTYARDS IS LIMITED IN DEPTH TO 8 METRES BELOW THE UPPER SURFACE OF GROUND FLOOR OF ADJOINING RESPECTIVE UNIT.

ALL COMMON SERVICE LINES ARE COMMON PROPERTY, ANY SERVICE LINE WITHIN ONE LOT SERVICING OTHER LOTS IS COMMON PROPERTY.

STRATUM OF DECK IS LIMITED IN HEIGHT TO 5 METRES ABOVE THE UPPER SURFACE OF THE TIMBER DECK.



GROUND FLOOR

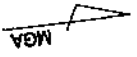
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Table of mm

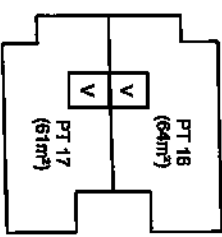
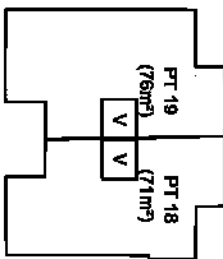
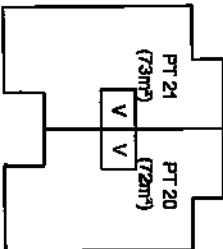
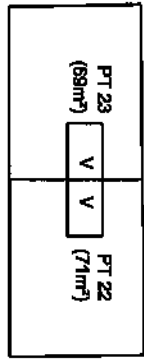
Surveyor: DRAGONIR MILUTIN CATIC  
 Surveyor Ref: JOHN  
 Subdivision No: 112015  
 Lengths are in meters. Ratio: 1:300

REGISTERED  
 28.11.2016

SP93648



**NOTES:**  
 MEASUREMENTS OF THE FLOOR AREA ARE SHOWN APPROXIMATE AND ARE CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.  
 THESE AREAS MAY DIFFER FROM MEASUREMENTS OF FLOOR AREA FOR OTHER PURPOSES



V - VOID (EXCLUDED FROM AREA)

FIRST FLOOR

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
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Table of mm

Surveyor: DRAGOMIR MILUTIN CATIC  
 Surveyor Ref: JOHN  
 Subdivision No: 112015  
 Lengths are in meters. Ratio 1:500

REGISTERED  
  
 28.11.2016

**SP93648**

STRATA PLAN FORM 3 (PART 1) (2012) WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 5 sheet(s)
Office Use Only	Office Use Only	
Registered:  28.11.2016 Purpose: STRATA PLAN OF SUBDIVISION	SP93648	
PLAN OF SUBDIVISION OF PT 15 SP88006 AND RESTRICTION AFFECTING COMMON PROPERTY SP88006	LGA: LIVERPOOL Locality: HINCHINBROOK Parish: ST LUKE County: CUMBERLAND	
Strata Certificate (Approved Form 5) (1) <del>The Council of</del> *The Accredited Certifier: <u>Penny Linker</u> Accreditation No. <u>619 0232</u> has made the required inspections and is satisfied that the requirements of: * (a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 30 Strata Schemes (Freehold Development) Regulation 2012, * (b) <del>Section 60 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 31 of the Strata Schemes (Leasehold Development) Regulation 2012,</del> have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate. (2) The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with. (3) <del>The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.</del> (4) The building encroaches on a public place and: * (a) The Council does not object to the encroachment of the building beyond the alignment of ..... * (b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment. (5) This approval is given on the condition that lot(s) <u>11, 2015</u> are created per utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986. Date: <u>9 MAY 2016</u> Subdivision No. <u>112015</u> Relevant Development Consent No. <u>588/2012</u> Issued by: <u>LIVERPOOL CITY COUNCIL</u> _____ Accredited Person / Council Manager / Accredited Certifier * Strike through if inapplicable. * Insert lot numbers of proposed utility lots.	Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only) The Owners - Strata Plan No 88006 <del>7 Altair Place</del> <del>HINCHINBROOK NSW 2168</del> The adopted by-laws for the scheme are: * <del>Residential Model By-laws</del> * <del>together with Keeping of animals - Option A &amp; B</del> * <del>By-laws in _____ sheets filed with plan.</del> * strike out whichever is inapplicable * Insert the type to be adopted (Schedules 2 - 7 SSM Regulation 2010)	
Use STRATA PLAN FORM 3A for certificates, signatures and seals	Surveyor's Certificate (Approved Form 3) I, DRAGOMIR MILUTIN CATIC of DAC SURVEYING P/L, SUITE 3, 267-277 NORTON ST LEICHHARDT NSW 2040 a surveyor registered under the Surveying and Spatial Information Act, 2002, hereby certify that: (1) Each applicable requirement of * Schedule 1A of the Strata Schemes (Freehold Development) Act 1973 has been met * <del>Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986 has been met.</del> (2) * (a) The building encroaches on a public place, * (b) The building encroaches on land (other than a public place), and an appropriate easement has been created by ..... to permit the encroachment to remain. (3) The survey information recorded in the accompanying location plan is accurate. Signature: <u>Dragomir Milutin Catic</u> Date: <u>11-04-2016</u> * Strike through if inapplicable. * Insert the Deposited Plan Number or Dealing Number of the instrument that created the easement Surveyor's reference: JOHN	

**STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creasing or folding will lead to rejection**

**STRATA PLAN ADMINISTRATION SHEET** Sheet 2 of 5 sheet(s)

Office Use Only

Office Use Only

Registered:  28.11.2016

**SP93648**

**PLAN OF SUBDIVISION OF PT 15 SP88006  
 AND RESTRICTION AFFECTING COMMON PROPERTY  
 SP 88006**

- This sheet is for the provision of the following information as required:
- A Schedule of Unit Entitlements.
  - 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: 11.2015  
 Date of endorsement: 9 MAY 2016

**SCHEDULE OF UNIT ENTITLEMENT**

LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT
1	SP88006 10	12	SP88006 10
2	SP88006 10	13	SP88006 10
3	SP88006 10	14	SP88006 10
4	SP88006 10	16	10
5	SP88006 10	17	10
6	SP88006 10	18	10
7	SP88006 10	19	10
8	SP88006 10	20	10
9	SP88006 10	21	10
10	SP88006 10	22	10
11	SP88006 10	23	10
		<b>TOTAL:</b>	<b>220</b>





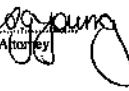
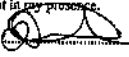
Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants  
 PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

1. RESTRICTION ON THE USE OF LAND

If space is insufficient use additional annexure sheet.

Surveyor's Reference: JOHN


STRATA PLAN FORM 3A (Annexure Sheet) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET	
PLAN OF SUBDIVISION OF PT 15 SP88006 AND RESTRICTION AFFECTING COMMON PROPERTY SP 88006	Sheet 3 of 25 sheet(s) Office Use Only
	SP93648
	Registered:  28.11.2016 Office Use Only
Strata Certificate Details: Subdivision No: 112015 Date: 9 MAY 2016	
JOHN MHANNA 	Hedva abdalla 
<b>New South Wales</b>	
EXECUTED by BENDIGO AND ADELAIDE ) BANK LTD ABN 11 068 049 178 by being signed ) by its Attorneys ) DIANNE MARY WILMOT )  LEISA ANN YOUNG ) Attorney I do certify that they are the ) LEGAL GENERAL - LEASING SERVICES RETAIL ) LEASING SERVICES OFFICER ) respectively for the time being of the ) company under the Power of Attorney ) dated 9 April 2008 registered in ) book 4542 Number 334 in the presence ) of )  I certify that the attorney(s) signing opposite, ) with whom I am personally acquainted or as ) whose identity I am otherwise satisfied, ) signed this instrument in my presence. ) Signature of witness  Name of witness DONNA ANN MOORE SMITH Address of witness 115 Brisbane St, Leichhardt	
Surveyor's reference: JOHN	

STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 4 of 5 sheet(s)

Registered:  28.11.2016	Office Use Only	Office Use Only
<b>PLAN OF SUBDIVISION OF PT 15 SP88006 AND RESTRICTION AFFECTING COMMON PROPERTY SP 88006</b>	<b>SP93648</b>	
Subdivision Certificate number: <u>112015</u>	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>• A Schedule of Unit Entitlements.</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919.</li><li>• Signatures and seals - see 195D Conveyancing Act 1919.</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>	
Date of endorsement: <u>9 MAY 2016</u>		

Approved Form 10

Certificate re Initial Period

- (1) The Owners - Strata Plan No. **88006** hereby certifies that in respect of their strata scheme that:
- (a) The local council or accredited certifier issued a strata certificate consenting to a subdivision on 21.10.2011
  - ~~(b) The local council or accredited certifier issued a strata certificate consenting to a notice of conversion on A.....~~
  - ~~(c) The owners corporation issued a certificate indicating the passing of a special resolution authorising the execution of a dealing on 18/11/2016 and,~~
- (2) The initial period expired before the above date.
- ~~(3) At the above date the original proprietor owned all of the lots in the strata scheme and any purchaser under an exchanged contract for purchase of a lot in the strata scheme consented to any plan or dealing that is being lodged along with this certificate.~~

The common seal of the Owners - Strata Plan No. **88006** hereunto affixed on 22/11/2016 in the presence of TANIA HAIOAK being the person(s) authorised by section 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.



Approved Form 11

Certificate that Owners Corporation agrees to Schedule of Unit Entitlement

The Owners - Strata Plan No. **88006** certifies that on 18/11/2016 it passed a special resolution agreeing to each proposed unit entitlement and the proposed aggregate unit entitlement shown in the schedule attached to this certificate.


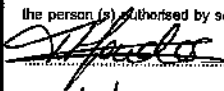

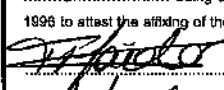

The common seal of the Owners - Strata Plan No. **88006** hereunto affixed on 22/11/2016 in the presence of TANIA HAIOAK being the person(s) authorised by section 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.



If space is insufficient use additional annexure sheet.

Surveyor's Reference: JOHN

**STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creasing or folding will lead to rejection**

STRATA PLAN ADMINISTRATION SHEET		Sheet 5 of 5 sheet(s)
Registered:  28.11.2016	Office Use Only	Office Use Only
<b>PLAN OF SUBDIVISION OF PT 15 SP88006 AND RESTRICTION AFFECTING COMMON PROPERTY SP 88006</b>	<b>SP93648</b>	
Subdivision Certificate number: <u>11 2015</u>	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>• A Schedule of Unit Entitlements.</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919.</li><li>• Signatures and seals - see 195D Conveyancing Act 1919.</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>	
Date of endorsement: <u>9 MAY 2016</u>		
<b>Approved Form 12</b>		
<b>Certificate of Owners Corporation</b>		
<u>13/11/2016</u>		
The Owners - Strata Plan No. <b>88006</b> certifies that on <u>13/11/2016</u> it passed a special resolution consenting to the subdivision illustrated on the plan herewith.		
The common seal of the Owners - Strata Plan No <b>88006</b> was hereunto affixed on <u>22/11/2016</u> in the presence of <u>TANIA HAWANT</u> being the person (s) authorised by section 23B Strata Schemes Management Act 1996 to attest the affixing of the seal.		
 <u>22/11/2016</u> ^ Insert appropriate date		
<b>Approved Form 23</b>		
<b>Attestation</b>		
The common seal of the Owners - Strata Plan No <b>88006</b> was hereunto affixed on <u>22/11/2016</u> in the presence of <u>TANIA HAWANT</u> being the person (s) authorised by section 23B Strata Schemes Management Act 1996 to attest the affixing of the seal.		
 <u>22/11/2016</u> ^ Insert appropriate date		
If space is insufficient use additional annexure sheet.		
Surveyor's Reference: JOHN		

# Strata Schemes Management Regulation 2010

Repealed version for 1 March 2016 to 29 November 2016 (accessed 23 September 2019 at 15:39)

Schedule 2

## Schedule 2 Model by-laws for residential strata schemes

(Clause 27)

### 1 Noise

An owner or occupier of a lot must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

### 2 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

### 3 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

### 4 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

### 5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
  - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children, or
  - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot,

unless the device is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62 of the Act, the owner of a lot must:
  - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and
  - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (3) that forms part of the common property and that services the lot.

## **6 Behaviour of owners and occupiers**

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

## **7 Children playing on common property in building**

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

## **8 Behaviour of invitees**

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

## **9 Depositing rubbish and other material on common property**

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

## **10 Hanging out of washing**

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.
- (3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.
- (4) In this clause:

*washing* includes any clothing, towel, bedding or other article of a similar type.

## **11 Preservation of fire safety**

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

#### **12 Cleaning windows and doors**

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

#### **13 Storage of inflammable liquids and other substances and materials**

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

#### **14 Changes to floor coverings and surfaces**

- (1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- (2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

#### **15 Floor coverings**

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

#### **16 Garbage disposal**

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
  - (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
  - (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
  - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a

time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and

- (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
  - (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
  - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
- (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
  - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot must:
- (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
  - (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

## **17 Keeping of animals**

**Note.** Select option A, B or C. If no option is selected, option A will apply.

### **Option A**

- (1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

### **Option B**

- (1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

- (3) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:
- (a) notify the owners corporation that the animal is being kept on the lot, and
  - (b) keep the animal within the lot, and
  - (c) carry the animal when it is on the common property, and
  - (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

#### **Option C**

Subject to section 49 (4) of the Act, an owner or occupier of a residential lot must not keep any animal on the lot or the common property.

#### **18 Appearance of lot**

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 10.

#### **19 Change in use of lot to be notified**

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

#### **20 Provision of amenities or services**

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
  - (a) window cleaning,
  - (b) garbage disposal and recycling services,
  - (c) electricity, water or gas supply,
  - (d) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

**Note.** Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

#### **21 Compliance with planning and other requirements**

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

(2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

**22 Service of documents on owner of lot by owners corporation**

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

**PLANNING CERTIFICATE UNDER SECTION 10.7  
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**

**Ref.:** MRS:82121  
**Ppty:** 170879

**Cert. No.:** 1031

**Applicant:**  
SHARPE LEGAL AND CONVEYANCING  
PO BOX 814  
NARELLAN NSW 2567

**Receipt No.:** 4371721  
**Receipt Amt.:** 53.00  
**Date:** 04-Sep-2019

The information in this certificate is provided pursuant to Section 10.7(2) of the Environmental Planning and Assessment Act (EP&A Act) 1979, as prescribed by Schedule 4 of the Environmental Planning and Assessment Regulation (EP&A Regulation) 2000. The information has been extracted from Council's records, as they existed at the date listed on the certificate. Please note that the accuracy of the information contained within the certificate may change after the date of this certificate due to changes in Legislation, planning controls or the environment of the land.

The information in this certificate is applicable to the land described below.

**Legal Description:** LOT 8 SP 88006

**Street Address:** 2/ 7 ALTAIR PLACE, HINCHINBROOK NSW 2168

*Note: Items marked with an asterisk (\*) may be reliant upon information transmitted to Council by a third party public authority. The accuracy of this information cannot be verified by Council and may be out-of-date. If such information is vital for the proposed land use or development, applicants should instead verify the information with the appropriate authority.*

*Note: Commonly Used Abbreviations:*

**LEP:** Local Environmental Plan  
**DCP:** Development Control Plan  
**SEPP:** State Environmental Planning Policy  
**EPI:** Environmental Planning Instrument



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

(a) The name of each EPI that applies to the carrying out of development on the land is/are listed below:

LEPs:

**Liverpool LEP 2008**

SEPPs\*:

**SEPP No. 33 – Hazardous and Offensive Development**

**SEPP No. 50 – Canal Estate Development**

**SEPP No. 55 – Remediation of Land**

**SEPP No. 62 – Sustainable Aquaculture**

**SEPP No. 65 – Design Quality of Residential Flat Development**

**SEPP (Building Sustainability Index: BASIX) 2004**

**SEPP No. 70 – Affordable Housing (Revised Schemes)**

**SEPP (Infrastructure) 2007**

**SEPP (Mining, Petroleum Production and Extractive Industries) 2007**

**SEPP (Miscellaneous Consent Provisions) 2007**

**SEPP (State and Regional Development) 2011**

**SEPP (Education Establishments and Child Care Facilities) 2017**

**SEPP (Vegetation in Non-Rural Areas) 2017**

**SEPP (Sydney Region Growth Centres) 2006**

**SEPP No 19 – Bushland in Urban Areas**

**SEPP No 21 – Caravan Parks**

**SEPP No 30 – Intensive Agriculture**

**SEPP No 44 – Koala Habitat Protection**

**SEPP (Exempt and Complying Development Codes) 2008**

**SEPP No 64 – Advertising and Signage**

**SEPP (Affordable Rental Housing) 2009**

**SEPP (Housing for Seniors or People with a Disability) 2004**

Deemed SEPPs\*:

**Greater Metropolitan Regional Environmental Plan No 2 – Georges River Catchment**

(b) The name of each draft EPI, or Planning Proposal (which has been subject to community consultation).

Draft LEPs:

**N/A**

Draft SEPPs\*:

**Draft SEPP (Competition) 2010**

(c) The name of each DCP that applies to the carrying out of development on the land.



**Liverpool DCP 2008**

**2. Zoning and land use under relevant LEPs and /or SEPPs**

This section contains information required under subclauses 2 and 2A of Schedule 4 of the EP&A Regulation 2000. Subclause 2 of the regulation requires Council to provide information with respect to zoning and land-use in areas zoned by, or proposed to be zoned by, a LEP. Subclause 2A of Schedule 4 of the regulation requires Council to provide information with respect to zoning and land-use in areas which are zoned by, or proposed to be zoned by, the SEPP (Sydney Region Growth Centres) 2006. The land use and zoning information under any EPI applying to the land is given below.

- (a) Name of zone, and the EPI from which the land zoning information is derived.

**R2 Low Density Residential - Liverpool LEP 2008**

- (b) The purposes for which development may be carried out within the zone without the need for development consent

**Home-based child care; Home occupations**

- (c) The purposes for which development may not be carried out within the zone except with development consent

**Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dwelling houses; Educational establishments; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Places of public worship; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings**

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

**Any development not specified in item (b) or (c)**

**Additional Use - Land at Hinchinbrook in Zone R2**

- (1) This applies to Lot 2122, DP 1143323 in Zone R2 Low Density Residential at 7 Altair Place, Hinchinbrook.
- (2) Development for the purpose of multi dwelling housing is permitted with consent.
- (e) If a dwelling house is a permitted use, are there any principal development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house?



No

(f) Does the land include or comprise critical habitat?

No

(g) Is the land in a conservation area (however described):

No

(h) Is there an item of environmental heritage (however described) situated on the land

No

### 3. Complying development

The information below outlines whether complying development is permitted on the land as per the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1) (c3) and 1.19 SEPP of the (Exempt and Complying Development Codes) 2008.

The first column identifies the code(s). The second column describes the extent of the land in which exempt and complying development is permitted for the code(s) given to the immediate left. The third column indicates the reason as to why exempt and complying development is prohibited on some or all of the land, and will be blank if such development is permitted on all of the land.

Code	Extent of the land for which development is permitted:	The reason(s) as to why development is prohibited:
Housing Code, Rural Housing Code and Greenfield Housing Code	All	
Commercial and Industrial (New Buildings and Additions) Code	All	

Code	Extent of the land for which development is permitted:	The reason(s) as to why development is prohibited:
General Development Code, Container Recycling Facilities Code, Fire Safety Code, Housing Alterations Code, Commercial and Industrial Alterations Code, Subdivisions Code, and Demolition Code	All	

Note: If council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement below will describe that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Nil

#### 4. Coastal protection\*

Has the Department of Finance, Services and Innovation notified Council of the land being affected by 38 or 39 of the Coastal Protection Act, 1979?

No

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

(a) Has an order has been made under Part 4D of the Coastal Protection Act 1979 on the land (or on public land adjacent to that land)?

No

(b) Has Council been notified under section 55X of the Coastal Protection Act 1979 that temporary coastal protection works have been placed on the land (or on public land adjacent to that land), and if works have been so placed, is council is satisfied that the works have been removed and the land restored in accordance with that Act?

Not applicable

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

Has the owner (or any previous owner) of the land consented, in writing, that the land is 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**

**5. Mine subsidence\***

Is the land a proclaimed to mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961?

**No**

**6. Road widening and road realignment**

Is the land is affected by any road widening or road realignment under:

(a) Division 2 of Part 3 of the Roads Act 1993?\*

**No**

(b) An EPI?

**No**

(c) A resolution of the council?

**No**

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

The following table lists hazard/risk policies that have been adopted by Council (or prepared by another public authority and subsequently adopted by Council). The right-most column indicates whether the land is subject to those policies.

Hazard/Risk	Adopted Policy	Does this hazard/risk policy apply to the land?
<b>Landslip hazard</b>	Nil	<b>No</b>
<b>Bushfire hazard</b>	Liverpool DCP 2008	<b>Yes</b>
	Liverpool Growth Centre Precincts DCP*	<b>No</b>
	Edmondson Park South DCP 2012	<b>No</b>
	Planning for Bushfire Protection (Rural Fire Services, 2006)*	<b>Yes</b>
	Pleasure Point Bushfire Management Plan	<b>No</b>
<b>Tidal inundation</b>	Nil	<b>No</b>
<b>Subsidence</b>	Nil	<b>No</b>



Hazard/Risk	Adopted Policy	Does this hazard/risk policy apply to the land?
Acid Sulphate Soils	Liverpool LEP 2008	No
	Liverpool DCP 2008	No
Potentially Contaminated Land	Liverpool DCP 2008	Yes, see section 10 of Part 1 of the Liverpool DCP 2008
	Liverpool Growth Centre Precincts DCP*	No
Potentially Saline Soils	Liverpool DCP 2008	Yes
	Liverpool Growth Centre Precincts DCP*	No

Note: Land for which a policy applies does not confirm that the land is affected by that hazard/risk. For example, all land for which the Liverpool DCP applies is subject to controls relating to contaminated land, as this policy contains triggers and procedures for identifying potential contamination. Applicants are encouraged to review the relevant policy, and other sections of this certificate, to determine what effect, if any, the policy may have on the land.

## 7A. Flood related development controls information

(a) For the purpose of residential accommodation (excluding group homes or seniors housing), is the land, or part of the land, within the flood planning area and subject to flood planning controls?

Yes

For details of these controls, please refer to the flooding section of the relevant DCP(s) as specified in Section 1(c) of this certificate.

(b) Is development on that land, or part of the land, for any other purpose subject to flood related development controls?

Yes

For details of these controls, please refer to the flooding section of the relevant DCP(s) as specified in Section 1(c) of this certificate.

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

## 8. Land reserved for acquisition



Customer Service Centre Ground floor, 33 Moore Street, Liverpool NSW 2170

All correspondence to Locked Bag 7064 Liverpool BC NSW 1871

Call Centre 1300 36 2170 Email [lcc@liverpool.nsw.gov.au](mailto:lcc@liverpool.nsw.gov.au)

Web [www.liverpool.nsw.gov.au](http://www.liverpool.nsw.gov.au) NRS 13 36 77 ABN 84 181 182 471

Does a LEP, draft LEP, SEPP or draft SEPP identify the acquisition of the land, or part of the land, by a public authority, as referred to in section 3.15 of the Act?

**No**

## **9. Contribution Plans**

**Liverpool Contributions Plan 2009**

## **9A. Biodiversity certified land\***

Is the land, or part of the land, biodiversity certified land (within the meaning of Part 8 of the Biodiversity Conservation Act 2016)?

**Yes, part/all of the land is bio-diversity certified land**

## **10. Biobanking agreements\***

Is the land subject to a bio-banking agreement under Part 6 of the Biodiversity Conservation Act 2016, as notified to Council by the Chief Executive of the Office of Environment and Heritage?

**No**

## **10A. Native vegetation clearing set asides**

Does the land contain a set aside area under section 60ZC of the Local Land Services Act 2013?

**No, Liverpool is excluded from section 60ZC of the Local Land Services Act 2013**

## **11. Bushfire prone land**

Is the land or part of the land, bushfire prone land as defined by the EP&A Act 1979?

**Yes, part of the land is bushfire prone land**

## **12. Property vegetation plans\***

Is Council aware of the land being subject to a Property Vegetation Plan under the Native Vegetation Act 2003?

**No, Liverpool is excluded from the operation of the Native Vegetation Act 2003**

## **13. Orders under Trees (Disputes between Neighbours) Act 2006\***



Does an order, made under the Trees (Disputes Between Neighbours) Act 2006 in relation to carrying out of work in relation to a tree on the land, apply?

**No, Council has not been notified of an order.**

**14. Directions under Part 3A\***

Is there a direction (made by the Minister) that a provision of an EPI in relation to a development does not have effect?

**No**

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

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

**No, Council has not been notified of an order.**

**16. Site compatibility certificates for infrastructure\***

(a) Is there is a current site compatibility certificate (infrastructure), in respect of proposed development on the land?

**No, Council has not been notified of an order**

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

Is there is a current site compatibility certificate (Affordable housing), in respect of proposed development on the land?

**No, Council has not been notified of an order.**

**18. Paper subdivision information\***

Does any development plan adopted by a relevant authority (or proposed plan subject to a consent ballot) apply to the land? If so the date of the subdivision order that applies to the land.

**No**

**19. Site verification certificates\***

Does a current site verification certificate, apply to the land?

**No, Council is not aware of a site verification certificate**



**20. Loose-fill asbestos insulation \***

Is a dwelling on the land listed on the register (maintained by the NSW Department of Fair Trading) as containing loose-fill asbestos insulation?

No

Note: despite any listing on the register, any buildings constructed before 1980 may contain loose-fill asbestos insulation or other asbestos products.

**21. Affected building notices and building product rectification orders\***

Is there any affected building notice (as in Part 4 of the Building Products (Safety) Act 2017) of which the council is aware that is in force in respect of the land?

No

Is there any building product rectification order (as in the Building Products (Safety) Act 2017) of which the council is aware that is in force in respect of the land and has not been fully complied with?

No

Is there any notice of intention to make a building product rectification order (as in the Building Products (Safety) Act 2017) of which the council is aware has been given in respect of the land and is outstanding?

No

**22. Contaminated land**

Is the land:

(a) Significantly contaminated land within the meaning of that Act?

No

(b) Subject to a management order within the meaning of that Act?

No

(c) Subject of an approved voluntary management proposal within the meaning of that Act?

No

(d) Subject to an ongoing maintenance order within the meaning of that Act?


No



(e) Subject of a site audit statement within the meaning of that Act? \*

**No**

Note: in this clause 'the Act' refers to the Contaminated Land Management Act 1997.



For further information, please contact  
CALL CENTRE – 1300 36 2170

**Kiersten Fishburn  
Chief Executive Officer  
Liverpool City Council**

**Service Location Print**

Application Number: 721153



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**Disclaimer**

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a Sewer service diagram.

# Asset Information

## Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

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## Pipe Types

<b>ABS</b>	Acrylonitrile Butadiene Styrene	<b>AC</b>	Asbestos Cement
<b>BRICK</b>	Brick	<b>GI</b>	Cast Iron
<b>CICL</b>	Cast Iron Cement Lined	<b>CONC</b>	Concrete
<b>COPPER</b>	Copper	<b>DI</b>	Ductile Iron
<b>DICL</b>	Ductile Iron Cement (mortar) Lined	<b>DIPL</b>	Ductile Iron Polymeric Lined
<b>EW</b>	Earthenware	<b>FIBG</b>	Fibreglass
<b>FL BAR</b>	Forged Locking Bar	<b>GI</b>	Galvanised Iron
<b>GRP</b>	Glass Reinforced Plastics	<b>HDPE</b>	High Density Polyethylene
<b>MS</b>	Mild Steel	<b>MSCL</b>	Mild Steel Cement Lined
<b>PE</b>	Polyethylene	<b>PC</b>	Polymer Concrete
<b>PP</b>	Polypropylene	<b>PVC</b>	Polyvinylchloride
<b>PVC - M</b>	Polyvinylchloride Modified	<b>PVC - O</b>	Polyvinylchloride Oriented
<b>PVC - U</b>	Polyvinylchloride, Unplasticised	<b>RC</b>	Reinforced Concrete
<b>RC/PL</b>	Reinforced Concrete Plastics Lined	<b>S</b>	Steel
<b>SCL</b>	Steel Cement (mortar) Lined	<b>SCL IBL</b>	Steel Cement Lined Internal Bitumen Lined
<b>SGW</b>	Salt Glazed Ware	<b>SPL</b>	Steel Polymeric lined
<b>SS</b>	Stainless Steel	<b>STONE</b>	Stone
<b>VC</b>	Vitrified Clay	<b>WI</b>	Wrought Iron
<b>WS</b>	Woodstave		

## Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

**For general enquiries please call the Customer Contact Centre on 132 092**

**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

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