

**11 Namoi Court,  
Wattle Grove**

Draft Contract

**McGrath**

# Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	eCOS ID: 60784325	NSW Duty:
vendor's agent	McGrath Real Estate 265B Macquarie Street LIVERPOOL NSW 2170		Phone: 02 9824 1100 Fax: 02 9824 1120
co-agent			Ref:
vendor	Michael John O'Malley and Carmen Joan O'Malley 11 Namoi Court WATTLE GROVE NSW 2173		
vendor's solicitor	Family Focus Legal Pty Ltd 57 John St CAMDEN NSW 2570		Phone: 02 4655 4224 Fax: (02) 4655 3225 Ref: 192326
date for completion	15 November 2019	(clause 15)	Email: amy@familyfocuslegal.com.au

land 11 NAMOI CT WATTLE GROVE 2173  
(Address, plan details and title reference) Lot 4935 in Deposited Plan 873608  
4935/873608

improvements  VACANT POSSESSION  Subject to existing tenancies  
 HOUSE  garage  carport  home unit  carspace  storage space  
 none  other:  
 attached copies  documents in the List of Documents as marked or as numbered:  
 other documents:

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

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

exclusions pot plants, outdoor furniture and BBQ

purchaser

purchaser's solicitor Phone:  
Fax:  
Ref:  
Email:  
(10% of the price, unless otherwise stated)

price \$  
deposit \$  
balance \$

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

buyer's agent

vendor witness

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

purchaser  JOINT TENANTS  tenants in common  in unequal shares witness

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

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

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

**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.

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### 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  
Council

County Council

Department of Planning and Environment

Department of Primary Industries

East Australian Pipeline Limited

Electricity and gas

Land & Housing Corporation

Local Land Services

NSW Department of Education

NSW Fair Trading

NSW Public Works Advisory

Office of Environment and Heritage

Owner of adjoining land

Privacy

Roads and Maritime Services

Subsidence Advisory NSW

Telecommunications

Transport for NSW

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 2018, 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 – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> <i>solicitor</i> or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

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**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 the 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;
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

**17 Possession**

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

- 18.5.2 If the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*,
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by 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 *conveying* 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 23.9;
  - 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 s 13A 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 parties' <i>Conveyancing Transaction</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the parties 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 <i>Electronically Tradeable</i> 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 party 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.

77 NAMOI CT WATTLE GROVE 2173

## SPECIAL CONDITIONS

These are the special conditions to the contract for the sale of land

**BETWEEN** Michael John O'Malley and Carmen Joan O'Malley of 11 Namoi Court, Wattle Grove, New South Wales (Vendor)

**AND** \_\_\_\_\_ of \_\_\_\_\_ (Purchaser)

**1. Amendments to the 2018 Contract for the Sale of Land:**

- a) Clause 16.5 delete "plus another 20% of that fee".
- b) Delete Clause 16.12.
- c) Clause 16.8 is amended by replacing the word "settlement" with the word "bank" and replacing \$5.00 in lieu of \$10.00.
- d) Clause 18 is amended by adding the following"  
Clause 18.8 *"The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property"*.

**2. 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) Where the vendor issues a notice to complete, the purchaser shall pay the vendor an amount of \$330.00 to cover the vendor's legal costs on preparation of the notice to complete. Such amount is to be allowed on completion by way of adjustment between the parties.

**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. 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.

**5. Late completion**

In the event that completion is not effected on the nominated day for settlement, or of the vendor cannot settle on that day then the third day after written notice from the vendor that the vendor is able to settle, the purchaser shall pay to the vendor interest on the balance of the purchase price at the rate of 10% per annum from the date nominated for completion until and including the actual day of settlement.

**6. 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, not withstanding completion.

**7. Deposit bond**

- (a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
- (b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.
- (c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
- (d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must

immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

**8. Reduced Deposit**

If it is agreed in writing that the vendor will agree to allow the purchaser to exchange the contract on the basis that only 5% deposit is paid at the time of exchange, although a full 10% deposit is payable by the purchaser. The balance of the deposit must be paid by the purchaser to the deposit holder as soon as possible as an earnest that the full price will be paid on completion. The full earnest of 10% of the price will be forfeited in the event that the purchaser fails to complete in accordance with the terms hereof.

**9. Release of Deposit**

It is hereby agreed that the purchaser will raise no objection to the deposit monies referred to herein being released on exchange of contracts for the purpose of the vendors' purchasing another property or utilising such deposit monies for stamp duty on their purchase. It is agreed that such deposit monies if not required for deposit on another purchase shall be held in a Solicitor or Real Estate Trust Account pending completion of this Contract.

**10. Swimming Pool.**

The property does not have a swimming pool.

**11. Survey Report, Building Certificate, Occupation Certificate, Home Owners Warranty.**

If there is a Survey Report, Building Certificate, Occupation Certificate or Home Owners Warranty Certificate then the Purchaser hereby acknowledges having perused the said documents. The purchaser hereby agrees not to make any objection, requisition or claim for compensation or in any way delay completion with respect to any matter disclosed therein or discoverable upon subsequent Certificates.

**12. Settlement.**

- a) Completion of this contract shall take place as an electronic transaction via Pexa.
- b) In the event that completion does not take place as an electronic transaction via Pexa, completion of this contract shall take place at the office of the vendor's solicitor at 57 John Street, Camden or at such other place nominated by the vendor's discharging mortgagee.
- c) If settlement does not take place via Pexa, the purchaser agrees to pay the vendors additional costs and disbursements of \$220.00 including GST, which includes a Sydney settlement agent fee. Such amount will be adjusted at settlement.

**13. Non-compliance**

In the event that there is any pergola, carport or any other structures on the property which do not comply with the requirements of the local Council or any other competent authority, then the purchaser shall not raise any objection, make any requisition or claim for compensation in respect of such non-compliance or because of the failure or refusal of the local Council to issue a Building Certificate by reason of such non-compliance.

**14. GST withholding - Residential premises or potential residential land**

The property includes residential premises or potential residential land and Subdivision 14-E Taxation Administration Act 1953 applies.

<input type="checkbox"/> Withholding payment is required to be made	
<input checked="" type="checkbox"/> No withholding payment for residential premises because	<input type="checkbox"/> No withholding payment for potential residential land because
<input checked="" type="checkbox"/> the premises are not new	<input type="checkbox"/> the land includes a building used for commercial purposes
<input type="checkbox"/> the premises were created by substantial renovation	<input type="checkbox"/> the purchaser is registered for GST and acquires the property for a creditable purpose
<input type="checkbox"/> the premises are commercial residential premises	

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act;

- (a) **Vendor's notice**
  - (i) If the table indicates that no GST withholding under subdivision 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under s 14-255 that the purchaser is not required to make a GST withholding payment under s 14-250 for the reason indicated in the table; otherwise
  - (ii) The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.
- (b) **Amount to be withheld by the purchaser**
  - (i) Where the margin scheme applies 7% of the purchase price; Otherwise
  - (ii) 1/11th of the consideration inclusive of GST (which may include non-cash consideration).
- (c) **Purchaser to notify Australian Taxation Office**  
The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.
- (d) **Purchaser to remit withheld amount**
  - (i) If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; and otherwise
  - (ii) The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation

Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.

**(e) Vendor to indemnify purchaser**

In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.

**(f) Compliance costs**

The vendor must pay to the purchaser \$330 as an adjustment on settlement for withholding and remitting of the withheld amount.



**LAND  
REGISTRY Title Search  
SERVICES**

**InfoTrack**

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 4935/873608

SEARCH DATE	TIME	EDITION NO	DATE
22/8/2019	4:22 PM	7	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 POLICE BANK LTD.

LAND

LOT 4935 IN DEPOSITED PLAN 873608  
AT WATTLE GROVE  
LOCAL GOVERNMENT AREA LIVERPOOL  
PARISH OF HOLSWORTHY COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP873608

FIRST SCHEDULE

MICHAEL JOHN O'MALLEY  
CARMEN JOAN O'MALLEY  
AS JOINT TENANTS

(T AH678123)

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 . L457700 EASEMENT FOR SEWAGE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 2 . DP802712 RIGHT OF CARRIAGEWAY 20.12 WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 . DP835590 EASEMENT TO DRAIN SEWAGE 5 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 . DP873608 EASEMENT TO DRAIN WATER 2 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 . DP873608 RESTRICTION(S) ON THE USE OF LAND
- 6 . DP873608 POSITIVE COVENANT
- 7 . AH927961 MORTGAGE TO POLICE BANK LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

192326

PRINTED ON 22/8/2019

\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack 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.







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

(Sheet 1 of 12 sheets)

DP 873608

Subdivision of Lots 1402 in  
Deposited Plan 848565 and 4822  
in Deposited Plan 860079 covered  
by Council Clerk's Certificate  
No. 201 of 2-12-1997

Full name and address of proprietor  
of the land:

Defence Housing Authority ("DEHA") a  
statutory corporation of 2 Brisbane  
Place, Barton, Australian Capital  
Territory

PART 1

1. Identity of restriction  
firstly referred to in the  
plan Restriction on the use of land

Schedule of Lots etc affected

Lots burdened

Lots 4901 to 4959 inclusive

Lots benefited

Every other lot except lots 4960 and  
4961

2. Identity of positive  
covenant secondly referred  
to in the plan Positive covenant

Schedule of Lots etc affected

Lots burdened

Lots 4901 to 4959 inclusive

Name of Authority benefited

Defence Housing Authority

3. Identity of easement to be  
created thirdly referred to  
in the plan Easement to drain water 1.2 wide

Schedule of Lots etc affected

Lots burdened

Lot 4902  
Lot 4901  
Lot 4908  
Lot 4909  
Lot 4910  
Lot 4911

Lots benefited

Lot 4903  
Lots 4902 and 4903  
Lot 4909 to 4912 inclusive  
Lot 4910 to 4912 inclusive  
Lot 4911 and 4912  
Lot 4912

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED  
AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANT INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT 1918

(Sheet 2 of 12 sheets)

DP 873608

Subdivision of Lots 1402 in  
Deposited Plan 848565 and 4822  
in Deposited Plan 860079 covered  
by Council Clerk's Certificate  
No. 261 of 2 — 12 — 1997

Lot 4929  
Lot 4930  
Lot 4931

Lots 4930, 4931 and 4917  
Lot 4931 and 4917  
Lot 4917

4. Identity of easement to be  
created fourthly referred to  
in the plan

Easement to drain water 1.5 wide

Schedule of Lots etc affected

Lots burdened

Lot 4905  
Lot 4906  
Lot 4922  
Lot 4926  
Lot 4927  
Lot 4928  
Lot 4943  
Lot 4944  
Lot 4945  
Lot 4946

Lots benefited

Lots 4904, 4906 and 4907  
Lot 4907  
Lots 4917, 4926 to 4931 inclusive  
Lots 4917, 4927 to 4931 inclusive  
Lots 4917, 4928 to 4931 inclusive  
Lots 4917, 4929 to 4931 inclusive  
Lots 4944 to 4947 inclusive  
Lots 4945 to 4947 inclusive  
Lots 4946, 4947  
Lot 4947

5. Identity of easement to be  
created fifthly referred to  
in the plan

Easement to drain water 2 wide

Schedule of Lots etc affected

Lots burdened

Lot 4935

Lots benefited

Lots 4943 to 4947 inclusive

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

(Sheet 3 of 12 sheets)

DP 873608

Subdivision of Lot 1402 in  
Deposited Plan 848565 and 4822  
in Deposited Plan 860079 covered  
by Council Clerk's Certificate  
No. 261 of 2 — 12 — 1997

6. Identity of restriction to  
be created sixthly referred to  
in the plan Restriction on the use of land

Schedule of Lots etc affected

Lots burdened

Lots 4908 to 4917 inclusive  
Lots 4931 and 4932  
Lots 4947 to 4959 inclusive  
Lot 4962

Lots benefited

Every other lot except Lots 4960  
and 4961

7. Identity of restriction to  
be created seventhly referred  
to in the plan Restriction on the use of land

Schedule of Lots etc affected

Lot burdened

Lots 4901  
Lots 4905 to 4907 inclusive  
Lots 4925, 4927 to 4930 inclusive  
Lots 4934, 4936 to 4938  
inclusive  
Lots 4942 to 4945 inclusive

Lots benefited

Every other lot except Lots 4960  
and 4961

8. Identity of restriction to  
be created eighthly referred  
to in the plan Restriction on the use of land

Schedule of Lots etc affected

Lots burdened

Lots 4948 and 4962

Lots benefited

Every other lot except Lots 4960  
and 4961

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

(Sheet 4 of 12 sheets)

DP 873608

Subdivision of Lot 1402 in  
Deposited Plan 848565 and 4822  
in Deposited Plan 860079 covered  
by Council Clerk's Certificate  
No. 261 of 2-12-1997

9. Identity of easement  
to be created ninthly referred  
to in the plan

Easement for maintenance 0.6 wide

Schedule of Lots etc affected

<u>Lot burdened</u>	<u>Lots benefited</u>
Lot 4902	Lot 4901
Lot 4903	Lot 4902
Lot 4905	Lot 4906
Lot 4906	Lot 4907
Lot 4912	Lot 4911
Lot 4919	Lot 4920
Lot 4920	Lot 4921
Lot 4925	Lot 4924
Lot 4926	Lot 4927
Lot 4929	Lot 4928
Lot 4930	Lot 4929
Lot 4933	Lot 4934
Lot 4936	Lot 4937
Lot 4937	Lot 4938
Lot 4938	Lot 4939
Lot 4941	Lot 4940
Lot 4942	Lot 4941
Lot 4943	Lot 4942
Lot 4944	Lot 4943
Lot 4945	Lot 4944
Lot 4949	Lot 4950
Lot 4950	Lot 4951
Lot 4953	Lot 4954
Lot 4955	Lot 4956
Lot 4956	Lot 4957
Lot 4901	Lot 4803 in Deposited Plan 860079

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

(Sheet 5 of 12 sheets)

DP 873608

Subdivision of Lot 1402 in  
Deposited Plan 848565 and 4822  
in Deposited Plan 860079 covered  
by Council Clerk's Certificate  
No. 261 of 2-12-1997

10. Identity of easement to  
be created tenthly referred  
to in the plan Easement for underground cables 2.0  
wide and variable width

Schedule of Lots etc affected

Lot burdened

Lot 4912

Lot benefited

Telstra Corporation Limited

11. Identity of restriction  
eleventhly referred to in  
the plan Restriction on the use of land

Schedule of Lots etc affected

Lots burdened

Lots 4902, 4903, 4908  
Lots 4911 to 4913 inclusive  
Lots 4919 to 4921 inclusive  
Lots 4923, 4924, 4933  
Lots 4939 to 4941 inclusive  
Lots 4949 to 4951 inclusive  
Lots 4953 to 4957 inclusive  
Lot 4959

Lots benefited

Every other lot except Lots 4960  
and 4961

PART 2

1. Terms of restriction on the use of land firstly referred to in the  
plan.

- (a) The Lot Hereby Burdened shall not be used for any purpose nor shall  
any part of the Lot Hereby Burdened be used for any purpose unless  
such use shall be a use permitted by the planning regulations from  
time to time in force affecting the Lot Hereby Burdened as being  
permitted (either unconditionally or subject to consent of the local  
Council or other Consent Authority as defined by the Environmental

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

(Sheet 6 of 12 sheets)

DP 873608

Subdivision of Lot 1402 in  
Deposited Plan 848565 and 4822  
in Deposited Plan 860079 covered  
by Council Clerk's Certificate  
No. 261 of 2 — 12 — 1997

Planning and Assessment Act 1979 of New South Wales) in an area zoned  
as a residential zone.

(b) Notwithstanding the provisions of paragraph (a) hereof the Lot Hereby  
Burdened shall not be used for any purpose nor shall any part of the  
Lot Hereby Burdened be used for any purpose unless such use shall be  
permitted and lawful under and in accordance with the planning  
regulations from time to time in force and under and in accordance  
with the conditions of any consent given for or in respect of such by  
any Council or other authority under such regulations.

(c) (i) No building or structure (including a fence or wall of any  
nature whatsoever) shall be erected or made on in or over the  
Lot Hereby Burdened or any part thereof unless sketch plans  
and a schedule of materials sufficient to outline the  
building or structure have received the prior written  
approval of DHA.

(ii) No siteworks (including fencing any excavation filling or  
retaining walls) shall be erected made or carried out on or  
about the Lot Hereby Burdened or any part thereof unless  
sketch plans sufficient to outline the works have received  
the prior written approval of DHA.

(iii) No external sign or hoarding or any tank or any clothes line  
or letter box or mast or pole of any description or  
television antenna or radio aerial will be erected or made on  
or over the Lot Hereby Burdened or any part thereof on or  
outside any building or structure on the Lot Hereby Burdened  
or on any part thereof without the prior written approval of  
DHA.

(iv) No external flood lights or spotlights or any lights  
illuminating any pool or tennis court or other similar  
enclosure shall be erected on the Lot Hereby Burdened or any  
part thereof without the prior written approval of DHA.

PROVIDED THAT DHA will not unreasonably or capriciously refuse or  
withhold any such approval but a refusal shall not be or be deemed  
unreasonable or capricious if a registered architect shall have  
certified that the proposed works do not conform with the general  
standards of design and planning of the development of Lots hereby  
benefited or that the proposed works are undesirable by reason of the  
effect they would have upon the development, appearance, health or  
amenity of the neighbourhood or any part of it.

(d) The Lot Hereby Burdened will not be subdivided other than whilst DHA

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

(Sheet 7 of 12 sheets)

DP 873608

Subdivision of Lot 1402 in  
Deposited Plan 848565 and 4822  
in Deposited Plan 860079 covered  
by Council Clerk's Certificate  
No. 261 of 2 — 12 — 1997

shall be the registered proprietor thereof.

- (e) (i) The registered proprietor other than whilst DHA shall be the registered proprietor shall not lease or transfer the Lot Hereby Burdened before the expiration of twenty (20) years from the date hereof unless a dwelling approved by DHA in accordance with paragraph (c) hereof has been completed upon the Lot Hereby Burdened.
- (ii) Sub-paragraph (i) shall not apply in the case of a transfer of the Lot Hereby Burdened from the executor of the will or the administrator of the estate of the registered proprietor to a person entitled to the Lot Hereby Burdened under the will or upon the intestacy of the registered proprietor

PROVIDED ALWAYS THAT DHA may from time to time in its absolute discretion by written instrument modify waive or release any of these restrictions on the use of land.

2. Terms of positive covenant secondly referred to in the plan.

The construction of a dwelling approved by DHA in accordance with the terms of the restrictions as to the user firstly referred to in the abovementioned plan must be commenced within twelve (12) months from the date of the transfer pursuant to which the registered proprietor became the registered proprietor of the Lot Hereby Burdened or such further time as DHA may in writing inform the registered proprietor. If this obligation is not complied with by the registered proprietor DHA may, on the expiry of the said twelve (12) months (or the said further time as the case may be), make application to the Supreme Court for an Order that the Lot Hereby Burdened be conveyed or transferred to DHA free of all mortgages and other like encumbrances for such price (not being less than an amount being the consideration shown in the Transfer to the registered proprietor) as the Court may determine. Rates and taxes and all other outgoings in respect of the Lot Hereby Burdened will be adjusted to the date of transfer. The consideration shall be payable to the registered proprietor of the Lot hereby burdened on delivery to DHA of the Transfer, duplicate Certificate of Title and all other documents necessary and requisite to give effect to the Court Order.

6. Terms of restriction on the use of land sixthly referred to in abovementioned plan

- (a) The registered proprietor shall not remove, damage, destroy or permit to fall into disrepair the 1.8 metre high brushwood fence or the 1.8 metre high lapped timber fence or any part thereof now erected upon

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED  
AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANT INTENDED TO BE  
CREATED PURSUANT TO SECTION 84B, CONVEYANCING ACT 1919

(Sheet 8 of 12 sheets)

Plan: DP 873608

Subdivision of Lot 1402 in  
Deposited Plan 848565 and 4822  
in Deposited Plan 860079 covered  
by Council clerk's Certificate  
No. 261 of 2 — 12 — 1997

that part of the Lot Hereby Burdened which is marked on the  
abovementioned plan as the location of this restriction as to user  
without the prior written consent of The Council of the City of  
Liverpool.

- (b) The registered proprietor shall not erect or permit to be erected any  
fencing upon that part of the Lot Hereby Burdened shown on the plan as  
being the location of this restriction as to user other than a 1.8  
metre high brushwood fence or a 1.8 metre high lapped timber fence  
without the prior written consent of The Council of the City of  
Liverpool.

7. Terms of restriction on the use of land severally referred to in  
abovementioned plan

No dwelling shall be erected on the Lot Hereby Burdened or any part  
thereof unless such dwelling upon erection complies with the following  
restrictions;

- (a) the dwelling shall not have more than one storey;
- (b) the dwelling shall not be located on the Lot Hereby Burdened  
other than within that part of the Lot Hereby Burdened which  
is marked "x"; and
- (c) the design and construction of the dwelling complies with the  
requirements of the Council of the City of Liverpool  
Development Control Plan No. 4 "Environmentally Responsive  
Residential Development" or such other similar planning  
instrument as may apply to land which includes the Lot Hereby  
Burdened from time to time.

PROVIDED THAT this restriction on the use of land shall not apply to  
the extent that

- (a) DHA; and
- (b) the Council of the City of Liverpool

by separate notice in writing to the registered proprietor each  
confirm that the restriction shall not apply as specified in the said  
notice.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED  
AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANT INTENDED TO BE  
CREATED PURSUANT TO SECTION 85E, CONVEYANCING ACT 1919

(Sheet 9 of 12 sheets)

Plan: DP 873608

Subdivision of Lot 1402 in  
Deposited Plan 848565 and 4822  
in Deposited Plan 860079 covered  
by Council Clerk's Certificate  
No. 261 of 2-12-1997

8. Terms of restriction on the use of land eighthly referred to in  
abovementioned plan

The registered proprietor shall not remove, damage, destroy, alter the colour of or permit to fall into disrepair the decorative brick entry statement wall or any part thereof erected at the date hereof or to be erected by or on behalf of DHA upon that part of the Lot Hereby Burdened which is marked on the abovementioned Plan as the location of this restriction on the use of land without the prior written consent of the Council of the City of Liverpool.

9. Terms of Easement ninthly referred to in abovementioned plan

The full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by him from time to time and at all times to enter upon the Lot Hereby Burdened and to remain there for any reasonable time with any tools, implements or machinery necessary for the purposes of renewing, replacing, painting, repairing and maintaining the residence adjacent to the easement and to enter upon the Lot Hereby Burdened and to remain there for any reasonable time for the said purpose AND the Registered Proprietor for the time being of the Lot Hereby Burdened shall not erect or permit to be erected any building or other structure of any kind or description on or over the said easement.

10. Terms of Easement tenthly referred to in abovementioned plan

(1) Full and free licence for the Authority Benefited to erect telecommunications equipment under the lot burdened for the purpose of transmission of telecommunications and incidental purposes, together with the following rights:

(a) to enter pass and repass on the lot burdened (with or without vehicles) at all reasonable times (and at any time in the event of an emergency) and to remain there for any reasonable time without or without workmen materials or machinery; and

(b) to cut, trim, remove and lop trees, branches, roots, foliage and other vegetation on the lot burdened which encroach on or may interfere with or prevent reasonable access to the easement site or the telecommunications equipment; and

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

(Sheet 10 of 13 sheets)

Plan: DP 873608

Subdivision of Lot 1402 in  
Deposited Plan 848555 and 4822  
in Deposited Plan 860079 covered  
by Council Clerk's Certificate  
No. 261 of 2-12-1997

- (c) to remove any encroachments from the easement site;  
and
- (d) to excavate the easement site for the purposes of  
this easement.
- (2) In exercising its rights under this easement the Authority  
Benefited will take reasonable precautions to minimise  
disturbance to the surface of the lot burdened and will  
restore that surface as nearly as practicable to its original  
condition.
- (3) The Owner of the lot burdened covenants with the Authority  
Benefited that the Owner:
  - (a) will not erect or permit to be erected any structure  
on or under the easement site; and
  - (b) will not alter the surface level of the easement site  
or carry out any form of construction affecting its  
surface, undersurface, or subsoil; and
  - (c) will not do or permit anything to be done or fail to  
do anything whereby access to the easement site by  
the Authority Benefited is restrictedwithout the written permission of the Authority Benefited and  
in accordance with such conditions as the Authority Benefited  
may reasonably impose.
- (4) "Authority Benefited" means Telstra Corporation Limited (and  
its successors) and its employees, agents, contractors and  
persons authorised by it.  
"Owner" means the registered proprietor from time to time of  
the lot burdened (including those claiming under or through  
the registered proprietor).  
"Telecommunications Equipment" means underground  
telecommunications cables, ducts and ancillary  
telecommunications equipment.  
"Erect" means construct, repair, replace, maintain, modify,  
use and remove.  
"Easement site" means that part of the lot burdened subject  
to the easement.

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

(Sheet 11 of 13 sheets)

Plan: DP 873608

Subdivision of Lot 1402 in  
Deposited Plan 848565 and 4822  
in Deposited Plan 850079 covered  
by Council Clerk's Certificate  
No. 261 of 2-12-1997

The terms implied by S.88A (2A) and Schedule 4A Part 8 of the  
Conveyancing Act, 1919 are excluded.

11. Terms of restriction on the use of land eleventhly referred to in  
abovementioned plan

No dwelling shall be erected on the Lot Hereby Burdened or any part  
thereof unless such dwelling upon erection complies with the following  
restrictions:

- (a) the dwelling shall not be located on the Lot Hereby Burdened  
other than within the part of the Lot Hereby Burdened which  
is marked "X"; and
- (b) the design and construction of the dwelling complies with the  
requirements of The Council of the City of Liverpool  
Development Control Plan No. 4 "Environmentally Responsive  
Residential Development" or such other similar planning  
instrument as may apply to land which includes the Lot Hereby  
Burdened from time to time.

PROVIDED THAT this restriction on the use of land shall not apply to  
the extent that

- (a) DEA; and
- (b) the Council of the City of Liverpool

by separate notice in writing to the registered proprietor each  
confirm that the restriction shall not apply as specified in the said  
notices.

NAME OF AUTHORITY HAVING THE RIGHT TO RELEASE, VARY OR MODIFY THE RESTRICTIONS  
ON THE USE OF LAND AND THE POSITIVE COVENANT FIRSTLY AND SECONDLY REFERRED TO  
IN THE PLAN

Defence Housing Authority

NAME OF AUTHORITY HAVING THE RIGHT TO RELEASE, VARY OR MODIFY THE EASEMENTS  
THIRDLY, FOURTHLY, FIFTHLY, SIXTHLY, SEVENTHLY, EIGHTHLY, NINTHLY AND  
ELEVENTHLY REFERRED TO IN THE PLAN

The Council of the City of Liverpool.

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

(Sheet 12 of 12 sheets)

Plan: DP 873608

Subdivision of Lot 1402 in  
Deposited Plan 848565 and 4822,  
in Deposited Plan 860079 covered  
by Council Clerk's Certificate  
No. 201 of 2-12-1997

NAME OF AUTHORITY HAVING THE RIGHT TO RELEASE, VARY OR MODIFY EASEMENT FOR  
UNDERGROUND CABLES 2 WIDE AND VARIABLE WIDTH TENTHLY REFERRED TO IN THE PLAN  
Telstra Corporation Limited

In this instrument:

- (i) Unless repugnant to the context words importing any particular gender shall include all other genders and words importing to the singular number shall include the plural and vice versa.
- (ii) The expression "the Lot Hereby Burdened" means and includes each and every lot either existing or created hereafter pursuant to each and every subdivision of the Lot Hereby Burdened or any part thereof.
- (iii) If there shall be more than one person responsible hereunder as the registered proprietor the liability of all such persons shall be both joint and several.
- (iv) Reference to the registered proprietor shall mean the registered proprietor from time to time of the Lot Hereby Burdened.
- (v) Dwelling includes any appurtenant garage or carport.

SIGNED FOR AND ON BEHALF OF  
DEFENCE HOUSING AUTHORITY BY  
DAVID JOHN BALL ITS  
DULY CONSTITUTED ATTORNEY WHO  
DECLARES THAT HE HAS NO KNOWLEDGE  
OF THE REVOCATION OF THE POWER OF  
ATTORNEY DATED 18 JANUARY 1997 BOOK  
NO. 4158 N° 0188 UNDER THE AUTHORITY  
OF WHICH HE HAS EXECUTED THIS INSTRUMENT  
IN THE PRESENCE OF



REGISTERED 24.12.1997



19 JUN 1969

Post-  
 Lodgment  
 Endorsement

**MEMORANDUM OF TRANSFER AND GRANT OF EASEMENT.**  
 (REAL PROPERTY ACT, 1900)

\$32.00  
 10.6.69

THE REGISTRAR GENERAL OF NEW SOUTH WALES

This form may be used where  
 or restrictive covenants are  
 imposed or amended created  
 where the simple transfer  
 is insufficient.  
 This must not be disclosed in  
 a transfer.  
 This or handwriting in this  
 should not extend  
 to any margin. Handwriting  
 paid to clear and legible and  
 permanent black non-erasy/ox  
 ink should be used, up  
 date stamp.  
 This form should be used "in  
 full" and provide the  
 required information.

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject  
 however, to such encumbrances, liens and interests as are notified hereunder, in consideration of  
 One dollar (\$1.00)  
 (-----) (the receipt whereof is hereby acknowledged) paid to it by

THE COMMONWEALTH OF AUSTRALIA

and grant  
 doth she hereby transfer to

THE COMMONWEALTH OF AUSTRALIA

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

ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:-

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
CUMBERLAND	HOLEWORTHY	PART	9637	145 - 159 197, 198, 201, 202, and 218 - 232 incl.	These parts of lots 72-86 inclusive 124, 125, 128 and 129 in DP. 21946; those parts of lots 145-159 inclusive in DP. 21946; and those parts of lots 294-299 inclusive and 333 in DP. 21946 as shown on the said plans as "SITE OF PROPOSED EASEMENT FOR SEWERAGE 12 FEET WIDE" (which are hereinafter collectively called "the servient tenement".
			9638	117 - 122 incl. and 156.	

The description must refer to  
 the defined matter of the land  
 in a certificate of title (or  
 And below certain other  
 transfer numbers) or may  
 refer to parcels shown in  
 plans or plans shown issued  
 by the Department of Lands  
 or shown in plans filed in the  
 Office of the Registrar General  
 and being Lot  
 sections  
 D.P.  
 Unless authorized by Reg. 51,  
 Conveyancing Act 1901, a plan may not  
 be annexed to or endorsed on  
 this transfer form.

~~And the transferee covenant(s) with the transferor.~~

In common with the Grantor and others having similar right full and free right an easement to the land contained in Certificate of Title Volume 3788 Folio 87 from time to time and at all times hereafter by means of pipes to drain sewage and other waste material and fluid in any quantities across and through the servient tenement together with the right to use, any line of pipes already laid within the servient tenement for the purposes of drainage of sewage or any pipe or pipes in replacement or in substitution therefor and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath the surface of the servient tenement and together with the right for the Transferor and every person authorised by it, with any tools, implements, or machinery, necessary for the purpose, to enter upon the servient tenement and to remain therefor any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or rehabing any such line of pipes or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the Transferor and persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

d strike out if unnecessary  
nearly as practicable  
(1) if any easements are to be created or any easements to be made, or  
(2) if the statutory covenants implied by the Act are intended to be varied or modified.  
Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919.

1. AND the Transferor for itself its successors and assigns HEREBY COVENANTS with the transferee its successors and assigns that -

- (a) In addition to the existing uses to which the within easement to drain sewage is being put by the Transferor the Transferor shall have free use of the aforesaid easement as may be required at any time to:
  - (i) Access Village pumping station;
  - (ii) The probable future cottage or building area south and east of the Transferor's subdivision; and
  - (iii) Possible future development of the adjacent Rifle Range area and the area southwest of the Transferor's subdivision.

PROVIDED HOWEVER that the free use of the easement will cease in the event of the sewerage system being taken over by the Metropolitan Water Sewerage and Drainage Board (hereinafter referred to as "the Board").

- (b) In the event of the Board constructing sewers within the adjoining land of the Transferor the Transferor will grant to the Transferor free of cost an easement to drain sewage to all such sewers including branch sewers.

2. AND the transferee for itself its successors and assigns HEREBY COVENANTS with the transferor its successors and assigns that -

- (1) that it will pay to the Board for any period during which any sewer constructed upon the servient tenement and used by the transferee forms part of the sewerage system maintained by the Board all normal rates and charges imposed by the said Board in relation to the Transferor's use of any such sewer.
- (ii) that it will not cause to be conducted into any sewer within the servient tenement a quantity of sewage which exceeds in relation to that sewer the quantity of sewage allowed for by the said Board in the design of sewers.

3. AND IT IS HEREBY AGREED AND DECLARED that the Transferor grants to the Transferor full and free right at its own cost in all respects to connect and keep connected the sewage from its 850 cottage allotments within its existing subdivision to the sewer presently constructed upon the common boundary of the ENCLOSURES, &c., REFERRED TO.

A very short note will suffice.

R.H.G.-1

southeastern part of the servient tenement with the adjoining land of the Transferor and to convey to the said sewer such volume of sewage as may be discharged from the abovementioned allotments and such additional volume of sewage as the Transferor may from time to time determine. PROVIDED HOWEVER the Transferor shall pay to the Transferee while such right to connect is exercised by the Transferor an amount (as is mutually agreed) by way of annual contribution payable quarterly in advance the first of such payments being due and payable on 1st July 1962 in respect of every cottage served by such connection and such annual contributions shall be reviewed at the end of each five yearly period the first of such reviews being due on 1st July 1967. AND in the event of any dispute arising as to the amounts payable by the Transferor under this provision the matter shall be determined by two arbitrators or their umpire in accordance with the provisions of the Arbitration Act, 1902. AND FURTHER PROVIDED that the Transferor will keep and maintain all house connections, pipes, sewers, apparatus and other things appertaining thereto in good order and condition and shall indemnify the Transferee from and against all damage to the Transferee's said sewer treatment works or other works connected therewith and the cost of repairing or making good the same.

INCORPORATED IN THE REGISTERED PLAN  
Consent granted by Transfer 180077

B



No. L457700

Lodged by Mountmorris Crown Colliery  
 Address 1100 Forest, Sydney.

Phone No.

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

I, [Name], mortgagee under Mortgage No. [No.],  
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is applicable to a portion of part of the land in the Mortgage. The mortgagee should obtain a further discharge when the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or in the whole of the land in the mortgage.

Dated at [City] this [Day] day of [Month] 19 [Year]  
 Signed in my presence by [Name]  
 who is personally known to me

Mortgagee.

**DOCUMENTS LODGED HERewith**  
 To be filed in by person lodging dealing

1.	<u>150 Cert. of Title</u>
2.	<u>1/1 Cert. of Title</u>
3.	
4.	
5.	
6.	
7.	

Received Docs  
[Signature] 7/7/69  
 Receiving Clerk

**MEMORANDUM OF TRANSFER**  
 Grant of Easement for Sewage

Checked by [Signature]  
 Particulars entered in Register Book  
8.7.1969

Passed (in S.D.B.) [Signature]  
 at 4pm

Signed by [Signature]  
 Registrar General

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

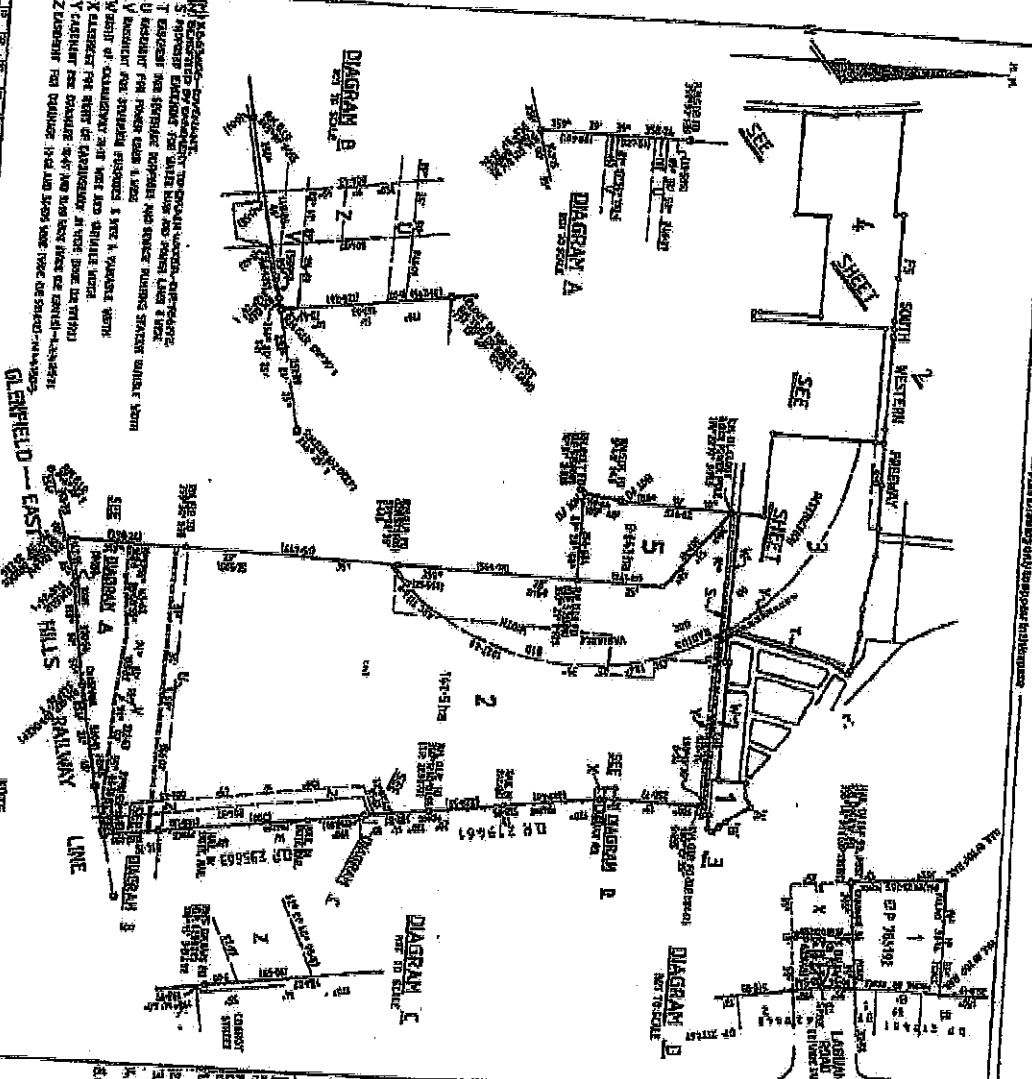
**PROGRESS RECORD**

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



PLAN FORM 2  
 CONSTRUCTION DRAWING

**NOTES:**  
 1. THIS DRAWING IS THE PROPERTY OF THE PROJECT ENGINEER AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT HIS WRITTEN PERMISSION.  
 2. THE PROJECT ENGINEER IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT.  
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 5. THE PROJECT ENGINEER IS NOT RESPONSIBLE FOR THE LEGAL ASPECTS OF THE WORK SHOWN ON THIS DRAWING.  
 6. THE PROJECT ENGINEER IS NOT RESPONSIBLE FOR THE ENVIRONMENTAL ASPECTS OF THE WORK SHOWN ON THIS DRAWING.  
 7. THE PROJECT ENGINEER IS NOT RESPONSIBLE FOR THE SOCIAL ASPECTS OF THE WORK SHOWN ON THIS DRAWING.  
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 9. THE PROJECT ENGINEER IS NOT RESPONSIBLE FOR THE POLITICAL ASPECTS OF THE WORK SHOWN ON THIS DRAWING.  
 10. THE PROJECT ENGINEER IS NOT RESPONSIBLE FOR THE CULTURAL ASPECTS OF THE WORK SHOWN ON THIS DRAWING.  
 11. THE PROJECT ENGINEER IS NOT RESPONSIBLE FOR THE HISTORICAL ASPECTS OF THE WORK SHOWN ON THIS DRAWING.  
 12. THE PROJECT ENGINEER IS NOT RESPONSIBLE FOR THE ARCHITECTURAL ASPECTS OF THE WORK SHOWN ON THIS DRAWING.  
 13. THE PROJECT ENGINEER IS NOT RESPONSIBLE FOR THE ARTISTIC ASPECTS OF THE WORK SHOWN ON THIS DRAWING.  
 14. THE PROJECT ENGINEER IS NOT RESPONSIBLE FOR THE SCIENTIFIC ASPECTS OF THE WORK SHOWN ON THIS DRAWING.  
 15. THE PROJECT ENGINEER IS NOT RESPONSIBLE FOR THE TECHNICAL ASPECTS OF THE WORK SHOWN ON THIS DRAWING.  
 16. THE PROJECT ENGINEER IS NOT RESPONSIBLE FOR THE PRACTICAL ASPECTS OF THE WORK SHOWN ON THIS DRAWING.  
 17. THE PROJECT ENGINEER IS NOT RESPONSIBLE FOR THE THEORETICAL ASPECTS OF THE WORK SHOWN ON THIS DRAWING.  
 18. THE PROJECT ENGINEER IS NOT RESPONSIBLE FOR THE APPLIED ASPECTS OF THE WORK SHOWN ON THIS DRAWING.  
 19. THE PROJECT ENGINEER IS NOT RESPONSIBLE FOR THE PURE ASPECTS OF THE WORK SHOWN ON THIS DRAWING.  
 20. THE PROJECT ENGINEER IS NOT RESPONSIBLE FOR THE MIXED ASPECTS OF THE WORK SHOWN ON THIS DRAWING.



**NOTE:**  
 THIS REPORT IS A PHOTOGRAPH MADE OF A PERMANENT RECORD OF A DOCUMENT IN THE OFFICE OF THE PROJECT ENGINEER ON THE 15th October, 1992.



**PROJECT INFORMATION**

Client: **TOUR ENNS**  
 Project: **SUBDIVISION**  
 Date: **1992-10-15**

**DESIGNER INFORMATION**

Project Engineer: **D. P. BOZIE**  
 Address: **100508 DUFF BALE**

**SCALE:** 1:1000

**DATE:** 1992-10-15

**PROJECT NO.:** 100508

**CLIENT NO.:** 100508

**PROJECT NAME:** 100508

**CLIENT NAME:** 100508

**PROJECT ADDRESS:** 100508

**CLIENT ADDRESS:** 100508

**PROJECT PHONE:** 100508

**CLIENT PHONE:** 100508

**PROJECT FAX:** 100508

**CLIENT FAX:** 100508

**PROJECT EMAIL:** 100508

**CLIENT EMAIL:** 100508

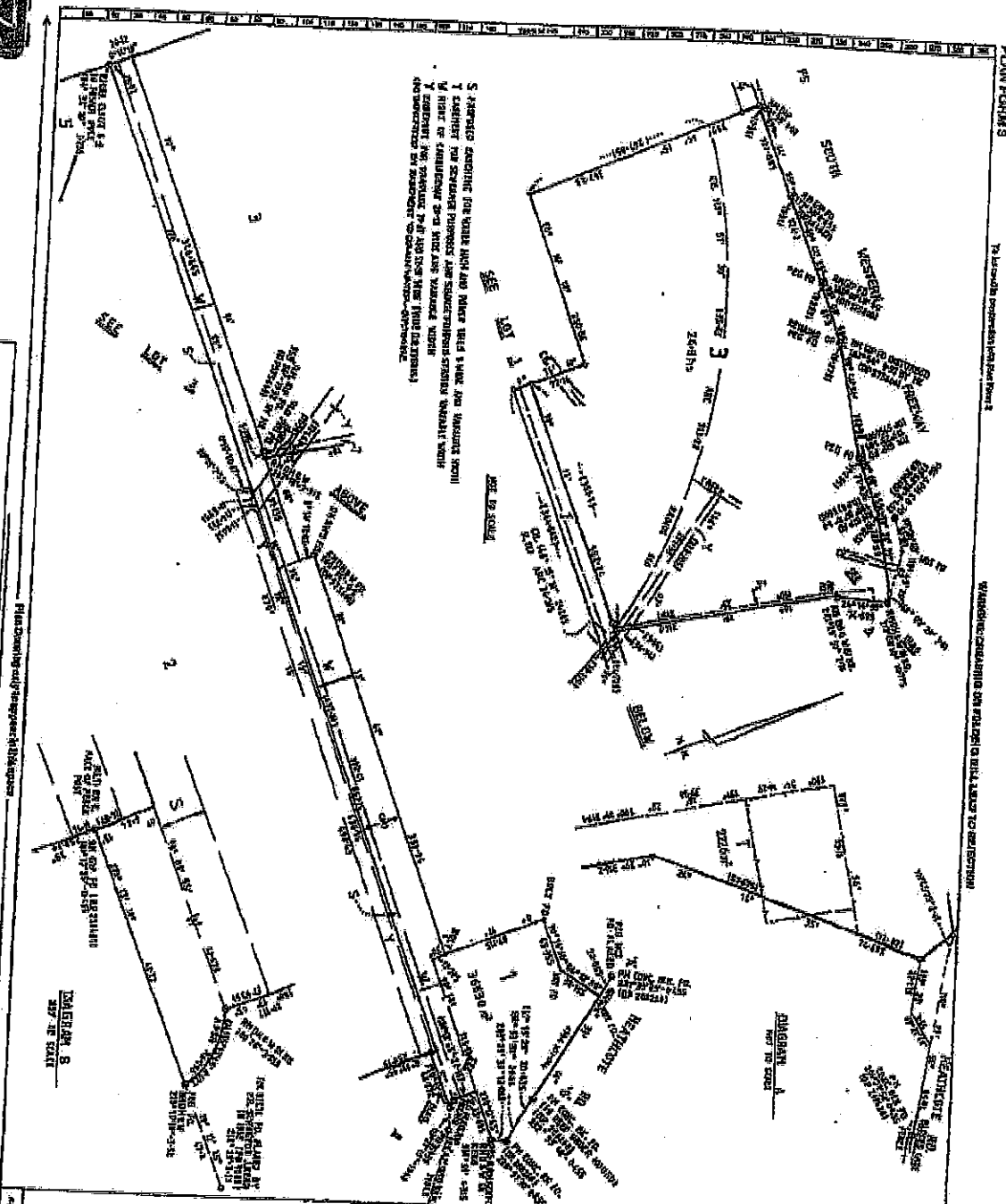
**PROJECT WEBSITE:** 100508

**CLIENT WEBSITE:** 100508

**PROJECT SOCIAL MEDIA:** 100508

**CLIENT SOCIAL MEDIA:** 100508





S. JENNINGS ARCHITECTS FOR WOOD HILL AND WOOD HILL FIELD STAGE AND WOODHILL STAGE  
 1. EXISTING FOR EXISTING PROPOSED AND SUGGESTED/PROPOSED/EXISTING/EXISTING/EXISTING  
 2. EXISTING FOR EXISTING PROPOSED AND SUGGESTED/PROPOSED/EXISTING/EXISTING/EXISTING  
 3. EXISTING FOR EXISTING PROPOSED AND SUGGESTED/PROPOSED/EXISTING/EXISTING/EXISTING  
 4. EXISTING FOR EXISTING PROPOSED AND SUGGESTED/PROPOSED/EXISTING/EXISTING/EXISTING  
 5. EXISTING FOR EXISTING PROPOSED AND SUGGESTED/PROPOSED/EXISTING/EXISTING/EXISTING

File Drawing only - no reproduction allowed  
 This negative is a duplicate made as a permanent record of a decision in the custody of the Registrar General the day, 28th October, 1983

APPROVED ONLY

**D. P. 002712**

Proposed by: *[Signature]*

Date of Issue: 1983

*[Signature]*

Scale: 1" = 20'

Notes:  
 1. All dimensions are in feet and inches.  
 2. All bearings are given in degrees, minutes and seconds.  
 3. All areas are in square feet.  
 4. All volumes are in cubic feet.  
 5. All heights are in feet.  
 6. All depths are in feet.  
 7. All widths are in feet.  
 8. All lengths are in feet.  
 9. All heights are in feet.  
 10. All depths are in feet.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1998.**

Lengths are in metres. (Sheet 1 of 3 sheets)

Plan: *DP 82712*

**PART 1**

Subdivision governed by Council Clerk's Certificate No.

1. Part of Lots 2, 3 and 5 of the subdivision of Lot 2 in the DP 82712, as shown on the plan and intended to be created pursuant to section 88B of the Conveyancing Act, 1998.

2. Part of Lot 2 in the DP 82712, as shown on the plan and intended to be created pursuant to section 88B of the Conveyancing Act, 1998.

3. Part of Lot 3 in the DP 82712, as shown on the plan and intended to be created pursuant to section 88B of the Conveyancing Act, 1998.

4. Part of Lot 5 in the DP 82712, as shown on the plan and intended to be created pursuant to section 88B of the Conveyancing Act, 1998.

5. Part of Lot 2 in the DP 82712, as shown on the plan and intended to be created pursuant to section 88B of the Conveyancing Act, 1998.

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16. Part of Lot 5 in the DP 82712, as shown on the plan and intended to be created pursuant to section 88B of the Conveyancing Act, 1998.

REGISTERED *DP 82712*

This register is a preliminary made as a preliminary report of a document in the custody of the Registrar General this day, 18th October, 1998

REGISTERED *DP 82712*

*S. Jones*  
*Registrar*

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1998.

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

Plan: *DP 82712*

Subdivision governed by Council Clerk's Certificate No.

1. Part of Lot 2 in the DP 82712, as shown on the plan and intended to be created pursuant to section 88B of the Conveyancing Act, 1998.

2. Part of Lot 3 in the DP 82712, as shown on the plan and intended to be created pursuant to section 88B of the Conveyancing Act, 1998.

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*S. Jones*  
*Registrar*

REGISTERED *DP 82712*

This register is a preliminary made as a preliminary report of a document in the custody of the Registrar General this day, 18th October, 1998





MEMORANDUM APPROVED FOR ISSUE BY MEMBERS AND ASSOCIATES FOR THE USE OF  
THIS DOCUMENT TO BE CHANGED FORMS TO INCLUDE USE OF THE DOCUMENTS  
MAY 1945.

Memphis and its success  
Plan # 802712  
(Sheet 3 of 3 sheets)

Objections covered by Edward Clark  
Carrington Sr.

Effect of lateral explosive blast loads greater than the design  
intention; the normal velocity would be considered a factor in  
percentage both for the design and for the building because of flying  
debris or falling panels.

a. Area 3. A building of Kennedy Glass Company which has four  
stories, 4'-6" clear ground floor height and 10'-0" clear height  
above. It is a large building which employs iron, lead, tin, zinc  
and other metals. The explosion effects are dependent on such factors as:  
1. The weight per cubic foot of the building  
2. The detailed design of the frame structure including stiffening  
members.  
3. The use to which the building is dedicated.  
4. The local population inside and outside the building.

Full name and address of  
the organization of the local  
population inside and outside the building.  
The Commission of Australia  
Department of Property Group  
Department of Administration  
Level 15 Tower 3  
Fletcher Building  
111 Market Street  
Melbourne VIC 3001

Items of persons empowered to release copy or modify these specifications.  
The Commission of Australia

Signed for and on behalf of the COMMISSIONER  
OF AUSTRALIA by a designated authority.  
Respected Legal Officer (Section 10, 10E 1)  
in the presence of  
*[Signature]*  
Minister of the Commonwealth Parliament

REGISTERED 15-10-1950

This register is a photograph made as a permanent  
record of a document in the custody of the  
Registrar-General this day, 15th October, 1950.

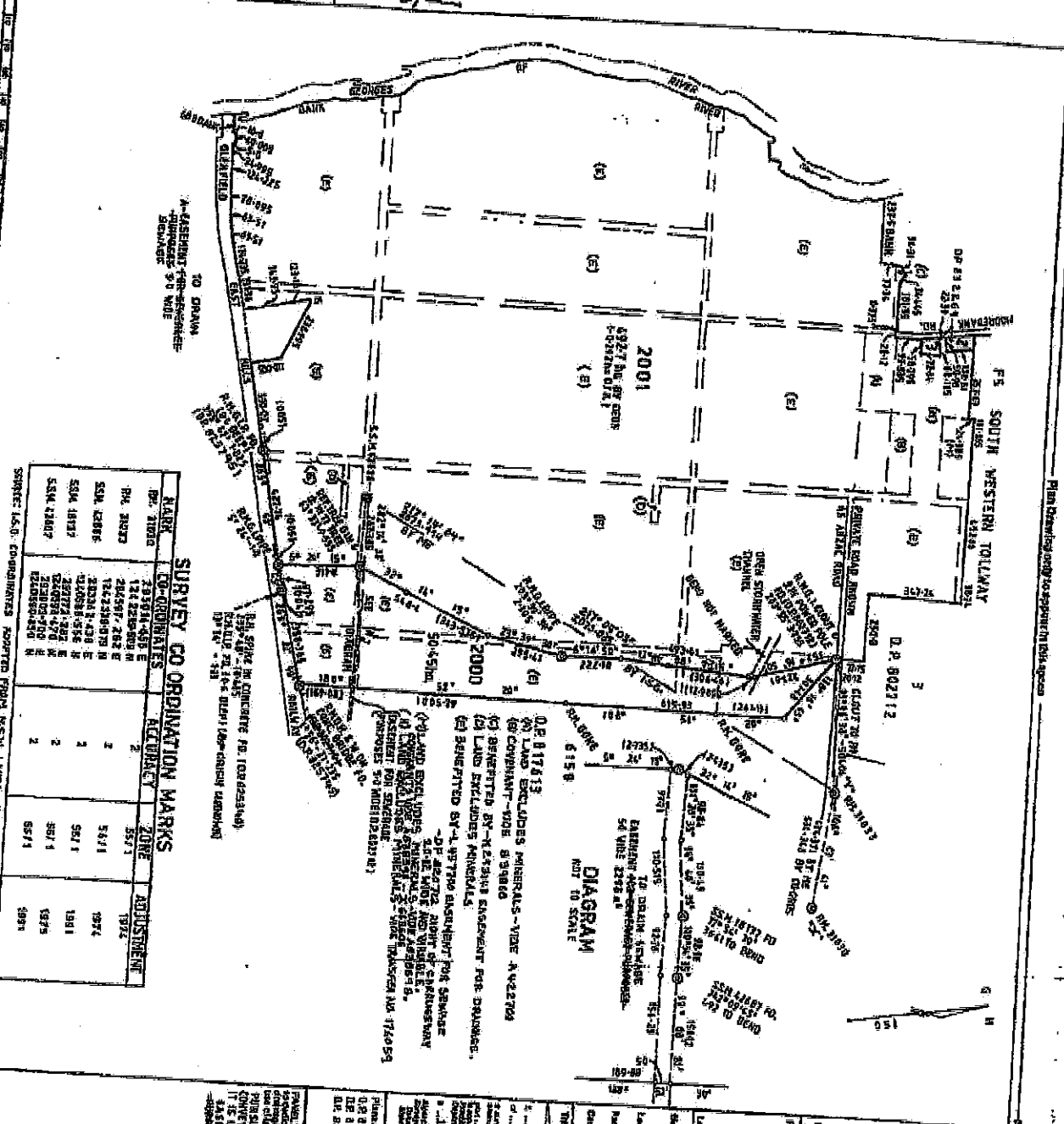
NO 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200



**General Land Office Approval**  
 Approved: \_\_\_\_\_  
 Date: \_\_\_\_\_

**General Land Office Approval**  
 Approved: \_\_\_\_\_  
 Date: \_\_\_\_\_

**General Land Office Approval**  
 Approved: \_\_\_\_\_  
 Date: \_\_\_\_\_



**SURVEY CO ORINATION MARKS**

MARK	CO-ORDINATES	ACCURACY	ZONE	ADJUSTMENT
DP 2102	233514.457 E 1242250.000 N	±0.02	5071	1972
BM 3822	246597.242 E 1342210.070 N	±0.02	5071	1974
SM 1288	242021.434 E 124058.855 E	±0.02	5071	1981
SM 1813	227721.382 E 124058.855 E	±0.02	5071	1975
SM 2407	222020.970 E 124058.855 N	±0.02	5071	1981

NOTE: CO-ORDINATES ADAPTED FROM KSM, LAND DEPARTMENT AUGUST 1992.

PLAN APPROVED BY LTD OF SURVEYORS AUGUST 2010

**OWNER'S CERTIFICATE**

DP 0025590  
 20-12-1995

Transect: TORRENS  
 Project: SUBDIVISION  
 Plan No: U1917-4514-2010

Plan No: DP 0025590  
 M 02 21,5745

City: LIVERPOOL  
 Lot: 91/200

Owner: NO SIGNIFY  
 Res: RESIDENTIAL  
 Prop: COMMERICAL

Planned by: DAVID, SHARIE, MARION  
 of: ASSOCIATED ENGINEERS

Planned by: DAVID, SHARIE, MARION  
 of: ASSOCIATED ENGINEERS

Planned by: DAVID, SHARIE, MARION  
 of: ASSOCIATED ENGINEERS

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE  
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 1 of 1 sheet)

**PART 1**

**Plan DP 935590**

Plan of Subdivision of Lot 2 DP  
825745

Full name and address of  
proprietor of the land:

The Commonwealth of Australia  
of Aust. Govt. Solicitors  
133 CASTLEHAY 11 ST.  
SYDNEY NSW. 2000  
77 22 22

1. Identification of easement referred  
to in abovementioned plan

Easement for Sewage Purposes 5.0  
Wide



Schedule of Lots affected

Lot Burdened

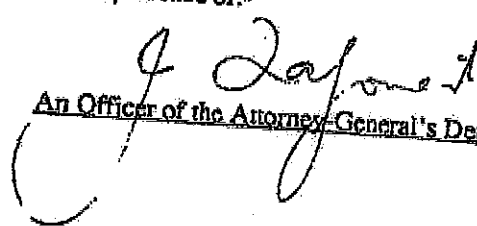
Lot Benefitted

Lot 2000

Lot 2001

SIGNED for and on behalf of THE COMMONWEALTH  
OF AUSTRALIA by a person holding, occupying or  
or performing the duties of the office Principal Legal  
Officer (Position No. 7495 ), New South Wales,  
in the presence of:-



  
An Officer of the Attorney-General's Department

**REGISTERED**  20-12-1993

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

**Ref.:** 192326:81734  
**Ppty:** 56597

**Cert. No.:** 823

**Applicant:**  
INFOTRACK PTY LIMITED  
GPO BOX 4029  
SYDNEY NSW 2001

**Receipt No.:** 4337421  
**Receipt Amt.:** 53.00  
**Date:** 23-Aug-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 4935 DP 873608

**Street Address:** 11 NAMOI COURT, WATTLE GROVE NSW 2173

*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**

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 (Housing for Seniors or People with a Disability) 2004  
SEPP (Exempt and Complying Development Codes) 2008  
SEPP (Affordable Rental Housing) 2009  
SEPP No 19 – Bushland in Urban Areas  
SEPP No 21 – Caravan Parks  
SEPP No 30 – Intensive Agriculture  
SEPP No 44 – Koala Habitat Protection  
SEPP No 64 – Advertising and Signage

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)**

(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	
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 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?
Landslip hazard	Nil	No
Bushfire hazard	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	No
	Edmondson Park South DCP 2012	No
	Planning for Bushfire Protection (Rural Fire Services, 2006)*	No
	Pleasure Point Bushfire Management Plan	No
Tidal inundation	Nil	No
Subsidence	Nil	No
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?

**No**

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**

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 2018 – Established Area**

### **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)?

**No**



**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?

**No**

**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.



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

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



- INDICATES - DRAINAGE FITTINGS**
- Chtr. Manhole
  - L.H. Chamber
  - ⊗ Boundary Trap
  - ⊙ Inspection Shaft
  - ⊖ Pit
  - ⊘ G Grease Interceptor
  - ⊙ P P. Trap
  - ⊖ R Reflux Valve
  - ⊙ O Vert. Cleaning Eye
  - IP Vertical Pipe
  - MF Induct Pipe
  - Jh. Mica Flap
  - RP Junction
  - RP Redding Point

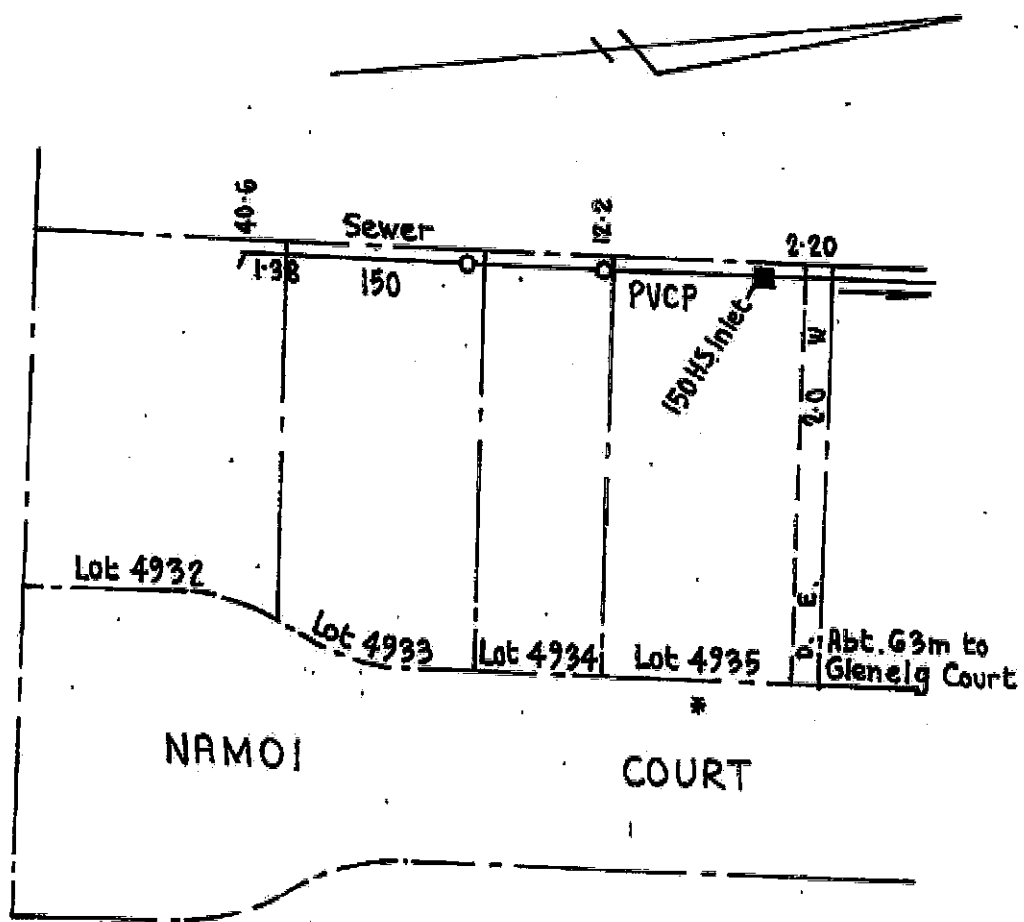


- INDICATES - PLUMBING FIXTURES & OR FITTINGS**
- CO Clear Out
  - O V Vent Pipe
  - T Tabs
  - K Kitchen Sink
  - W Water Closet
  - B Bath Waste
  - H Handbasin
  - SV Soil Vent Pipe
  - Sk Silet
  - S Shower
  - DW. Dishwasher
  - F Floor Waste
  - M Washing Machine
  - BS Bar Sink
  - LS Lab Sink
  - WS Waste Stack

**SEWER AVAILABLE**

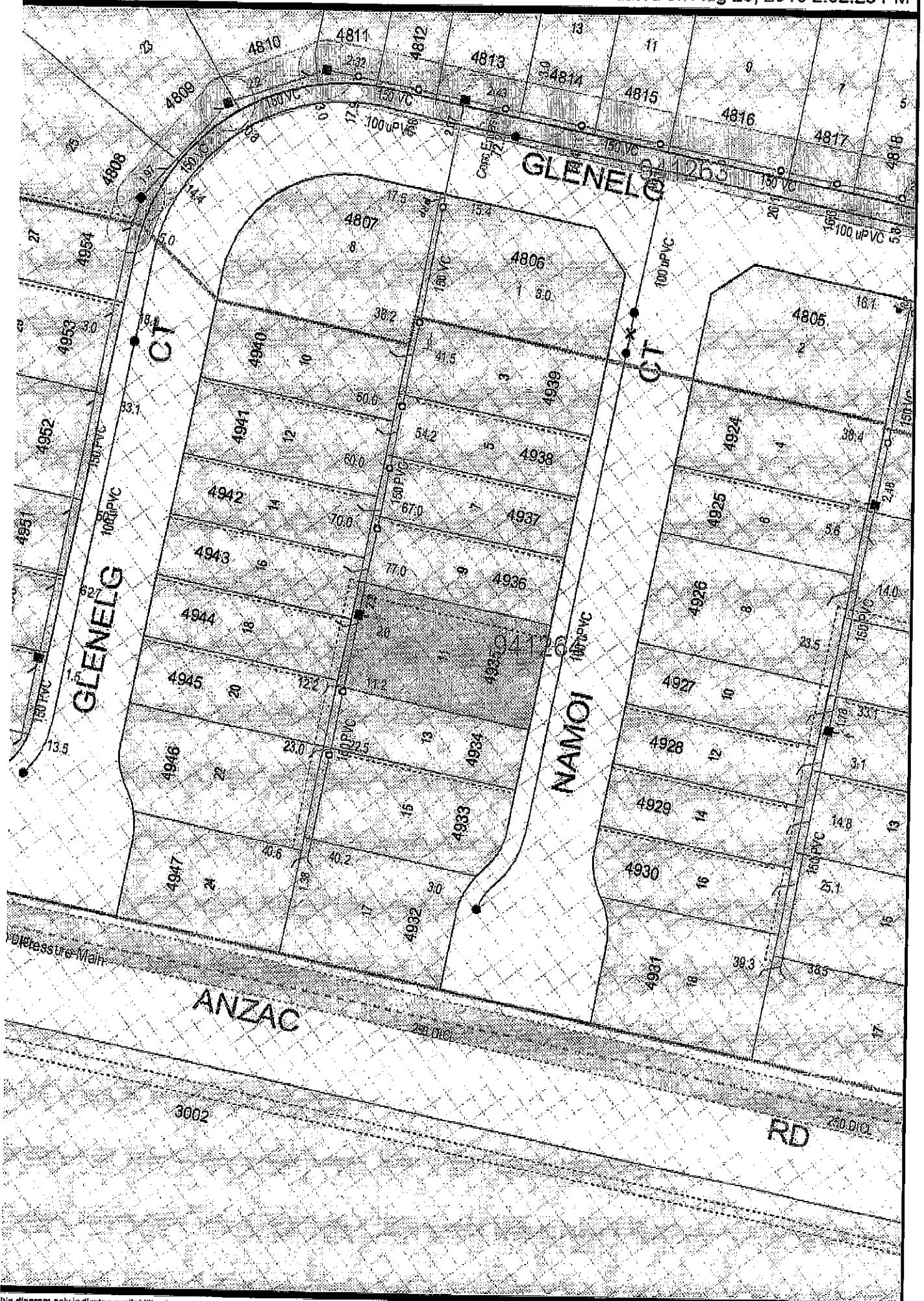
Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should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

**NOTE:** This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By-Law 2, Clause 3).



Scale: Approx. 1:500 Distances/depths in metres pipe diameters in millimetres

W.s _____	DRAINAGE Inspected by		PLUMBING Inspected	
	Inspector _____	Date of Issue _____	Inspector _____	YES NO
Ur.s _____	Cert. Of Compliance No. _____		Inspected	
	Field Diagram Examined by _____		Inspector _____	
Sewer Ref. _____	Tracing Checked by _____		Cert. Of Compliance No. _____	
	Boundary Trap is not required _____		For Regional Manager _____	



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