

20 Melrose Street

Middleton Grange NSW 2171

Draft Contract

**McGrath**

## Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	McGrath Real Estate Frank Bartoione 265B Macquarie Street, LIVERPOOL NSW 2170	Phone 9824 1100 Fax 9824 1120
co-agent		
vendor	RONALD MICHAEL MITCHELL and KATHRYN JANE MITCHELL of 20 Melrose Street, Middleton Grange NSW 2171	
vendor's solicitor	A. B. MEZZANOTTE LAWYERS Mr. D. Mezzanotte Suite 10/30 Nelson Street FAIRFIELD, NSW 2165, AUSTRALIA	Phone 02 9755 9711 Fax 02 9724 5555 E: david@mezzanottelawyers.com.au
date for completion	42 <sup>nd</sup> day after the contract date (clause 15)	
land (address, plan details and title reference)	20 MELROSE STREET, MIDDLETON GRANGE NSW 2171 Registered Plan Lot 24 in Deposited Plan: 1184500 Folio Identifier 24/1184500	

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 numbered:  
 other documents:

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

inclusions	<input type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input type="checkbox"/> other:		
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$			(10% of the price, unless otherwise stated)
balance	\$			
contract date				(if not stated, the date this contract was made)

buyer's agent

vendor

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

witness

purchaser  JOINT TENANTS  tenants in common  in unequal shares

witness

## Choices

Vendor agrees to accept a **deposit-bond** (clause 3)  NO  yes

**Nominated Electronic Lodgment Network (ELN)** (clause 30): \_\_\_\_\_

**Electronic transaction** (clause 30)  no  YES  
(If no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):

**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 a **GSTRW payment** (GST 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.

**GSTRW payment (GST 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 supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

Amount purchaser must pay – price multiplied by the **GSTRW 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 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 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 checked="" type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
<b>Home Building Act 1989</b>	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input checked="" type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 brochure or warning	<input type="checkbox"/> 57 disclosure statement - off the plan contract
<input type="checkbox"/> 26 evidence of alternative indemnity cover	<input type="checkbox"/> 58 other document relevant to off the plan contract
<b>Swimming Pools Act 1992</b>	<b>Other</b>
<input type="checkbox"/> 27 certificate of compliance	<input checked="" type="checkbox"/> 59 Final Occupation Certificate NO. OC 154290
<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.

### 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. EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—
  - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
  - (b) the fifth business day after the day on which the contract was made—in any other case.
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:
 

<p>APA Group          Australian Taxation Office          Council          County Council          Department of Planning, Industry and Environment          Department of Primary Industries          Electricity and gas          Land &amp; Housing Corporation          Local Land Services</p>	<p>NSW Department of Education          NSW Fair Trading          Owner of adjoining land          Privacy          Public Works Advisory          Subsidence Advisory NSW          Telecommunications          Transport for NSW          Water, sewerage or drainage authority</p>
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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 transfer 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. More information is available from the ATO.

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>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being 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>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>GSTRW 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>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under s14-250(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>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>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

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

### 4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

### 5 Requisitions

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

**6 Error or misdescription**

- 6.1 *Normally*, 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**

*Normally*, 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 –

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 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 a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of a *GSTRW 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 *GSTRW 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 *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

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

#### 15 Date for completion

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

#### 16 Completion

##### • Vendor

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

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

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

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

16.4 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.

16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that 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;
- *FRCGW* remittance payable;
- *GSTRW* payment; and
- amount payable by the vendor to the purchaser under this contract; and

16.7.2 any other amount payable by the purchaser under this contract.

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

16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositor* 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 Schedule 2, Part 7 of the Residential Tenancies Act 2010).

#### 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 *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 **Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

**22 Foreign Acquisitions and Takeovers Act 1975**

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

**23 Strata or community title****• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is 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 materially prejudices 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 to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date 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 to 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 an *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 the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot 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 that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

- 30.4.2 normally, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 Normally, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *Incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, *within 7 days of receiving an invitation from the vendor to join the Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days of being invited to the Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before 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 computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 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; |
| <i>ECNL</i>                     | the Electronic Conveyancing National Law (NSW);   |
| <i>effective date</i>           | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;  |
| <i>electronic document</i>      | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;   |
| <i>electronic transfer</i>      | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;  |
| <i>electronic transaction</i>   | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;   |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;  |
| <i>incoming mortgagee</i>       | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;  |
| <i>mortgagee details</i>        | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;  |
| <i>participation rules</i>      | the participation rules as determined by the <i>ECNL</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 *FRCGW remittance* 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 *FRCGW remittance*.

- 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.

**32 Residential off the plan contract**

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

20 Melrose Street MIDDLETON GRANGE NSW 2171

## Cooling-off certificate

I, \_\_\_\_\_

of \_\_\_\_\_

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

- (a) I am a Solicitor/Barrister currently admitted to practise in New South Wales.
- (b) I am giving this certificate in accordance with Section 66W of the Conveyancing Act, 1919 with reference to a contract for the sale of property known as \_\_\_\_\_  
from \_\_\_\_\_  
as vendor to \_\_\_\_\_  
as purchaser in order that there is no cooling-off period in relation to that contract.
- (c) I do not act for the vendor and am not employed in the legal practice of a solicitor acting for the vendor nor am I a member or employee of a firm of which a solicitor acting for the vendor is a member or employee.
- (d) I have explained to \_\_\_\_\_  
the purchaser:
  - (i) the effect of the contract for the purchase of that property;
  - (ii) the nature of this certificate;
  - (iii) the effect of giving this certificate to the vendor, that is, there is no cooling-off period in relation to the contract.

Dated:

Signed: \_\_\_\_\_

## Conditions of sale by auction

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

*Bidders Record* means the Bidders Record to be kept pursuant to Clause 13 of the *Property, Stock and Business Agents Regulation 2014* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
  - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
  - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
  - (c) The highest bidder is the purchaser, subject to any reserve price.
  - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
  - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
  - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
  - (g) A bid cannot be made or accepted after the fall of the hammer.
  - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
  
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
  - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
  - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
  - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

## Additional clauses forming part of this contract

---

### 32 Alterations to printed form

32.1 Clause 7.1.1 of this contract is amended by deleting the words '5% of the price' and inserting '\$1' in their place.

### 33 Whole agreement

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

### 34 Real estate agents

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

### 35 Notice to complete

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

### 36 Condition of *property*

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

### 37 Capacity

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

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

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

37.2 The purchaser warrants that the purchaser has the legal capacity to enter into this contract.

**38 Late completion**

Provided that the vendor is ready, willing and able to give title to the purchaser, if this contract is not completed for any reason (other than the vendor's default) on or before the Completion date then in addition to any other right which the vendor may have under this contract or otherwise the purchaser will on completion of this contract pay to the vendor interest on the balance of the purchase price at the rate of twelve per cent per annum calculated on daily balances, commencing on the Completion date and continuing until completion of this contract. Further, if this contract is not completed for any reason (other than the vendor's default) on or before the Completion date then in addition to any other right which the vendor may have under this contract or otherwise the purchaser will on completion of this contract pay to the vendor the sum of three hundred and thirty dollars (\$330.00) to cover legal costs and other expenses incurred as a consequence of the delay. It is agreed that the interest and legal costs referred to in this clause are genuine pre-estimates of those additional expenses, to be allowed by the defaulting party as an additional adjustment on completion.

**39 Swimming pool**

The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* if the swimming pool on the *property* does not comply with the requirements of the Swimming Pools Act 1992.

**40 GST**

The purchaser warrants that the *property* will be used predominantly for residential accommodation. The purchaser will indemnify the vendor against any liability to pay GST arising from breach of this warranty. This right continues after completion.

**41** The Purchaser takes title subject to the existing water, sewerage, gas and electric light installations and services, if any, and no obligation shall be taken and no requisition made by the Purchaser in respect of such installations and services on the ground that any concessions are made through other properties and that no rights or easements in respect of such installations and services exist or that such rights or easements cannot be obtained or in respect of any defects in such sewerage main or any underground or surface storm water drain or any gas or electric light installations and service pass through over or under the subject land should any manhole or vent be on the subject land.

**42** The Purchaser shall not be entitled to require the Vendor prior to settlement to register any discharge of any mortgage or withdrawal of caveat affecting the said land but will accept on settlement a properly executed discharge of any such property hereby sold together with the appropriate registration fee therefore.

**43** Without in any matter negating, limiting or restricting any rights or remedies which would have been available to the Vendor at law or in equity had this clause not been included herein, should the purchaser or if more than one should one of the purchasers prior to completion become bankrupt die or become mentally ill or being a company he would up or go into liquidation then the vendor may rescind this agreement by notice in writing forwarded to the solicitor named as the purchaser's solicitor in this contract or to the purchaser's legal representatives at the address shown hereon and thereupon this agreement shall be at an end and the provisions of Clause 19 shall apply.

**44 Release of Deposit**

The purchaser hereby agrees that should the vendor so require the purchaser will release the deposit paid herein to the Vendor on condition that such monies are used by the Vendor as a deposit to purchase another property and the payment of stamp duty and disbursements associated with such purchase. No further authority or consent will be required from the Purchaser other than as contained in this special condition.

## GUARANTEE

- 45.1 This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this contract.
- 45.2 The word *guarantor* means the two directors of the purchaser or, if the purchaser is a sole director/secretary corporation, the sole director/secretary.
- 45.3 If the guarantor has not signed this clause, the vendor may *terminate* this contract by serving a notice, but only *within* 14 days after the contract date.
- 45.4 In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor:
- 45.4.1 payment of all money payable by the purchaser under this contract; and
  - 45.4.2 the performance of all of the purchaser's other obligations under this contract.
- 45.5 The guarantor:
- 45.5.1 indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract; and
  - 45.5.2 must pay on demand any money due to the vendor under this indemnity.
- 45.6 The guarantor is jointly and separately liable with the purchaser to the vendor for:
- 45.6.1 the performance by the purchaser of its obligations under this contract; and
  - 45.6.2 any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.
- 45.7 The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
- 45.8 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.
- 45.9 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:
- 45.9.1 the granting of any time, waiver, covenant not to sue or other indulgence;
  - 45.9.2 the release or discharge of any person;
  - 45.9.3 an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
  - 45.9.4 any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;
  - 45.9.5 payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
  - 45.9.6 the winding up of the purchaser.
- 45.10 This clause binds the guarantor and the executors, administrators and assigns of the guarantor.
- 45.11 This clause operates as a Deed between the vendor and the guarantor.

**EXECUTED** as a Deed.

**SIGNED SEALED & DELIVERED** by a  
Director of the purchaser in the presence of:

.....  
Signature of Witness

.....  
Signature of Director

.....  
Name of Witness

**SIGNED SEALED & DELIVERED** by a  
Director of the purchaser in the presence of:

.....  
Signature of Witness

.....  
Signature of Director

.....  
Name of Witness



**LAND REGISTRY SERVICES**  
**Title Search**  
 NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

Information Provided Through  
 Sydney Settlement Agents  
 Ph. 0412434286 Fax.

FOLIO: 24/1184500

SEARCH DATE	TIME	EDITION NO	DATE
20/1/2020	5:34 PM	3	8/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.  
 CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 24 IN DEPOSITED PLAN 1184500  
 AT MIDDLETON GRANGE  
 LOCAL GOVERNMENT AREA LIVERPOOL  
 PARISH OF CABRAMATTA COUNTY OF CUMBERLAND  
 TITLE DIAGRAM DP1184500

FIRST SCHEDULE

RONALD MICHAEL MITCHELL  
 KATHRYN JANE MITCHELL  
 AS JOINT TENANTS (T AJ555756)

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 , J476016 EASEMENT FOR TRANSMISSION LINE 60.96 METRE(S) WIDE  
 AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
 DIAGRAM  
 . 0861895 EASEMENT NOW VESTED IN NEW SOUTH WALES  
 ELECTRICITY TRANSMISSION AUTHORITY
- 3 . DP1184500 EASEMENT FOR DRAINAGE OF WATER 1.2 METRE(S) WIDE  
 REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT  
 AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
 DIAGRAM
- 4 . DP1184500 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE  
 APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1184500 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
 NUMBERED (6) IN THE S.88B INSTRUMENT
- 6 DP1184500 EASEMENT FOR FOOTING OF RETAINING WALL 1.5 METRE(S)  
 WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE  
 TITLE DIAGRAM
- 7 AJ555757 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

Mitchell. K & R

PRINTED ON 20/1/2020

\* 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.

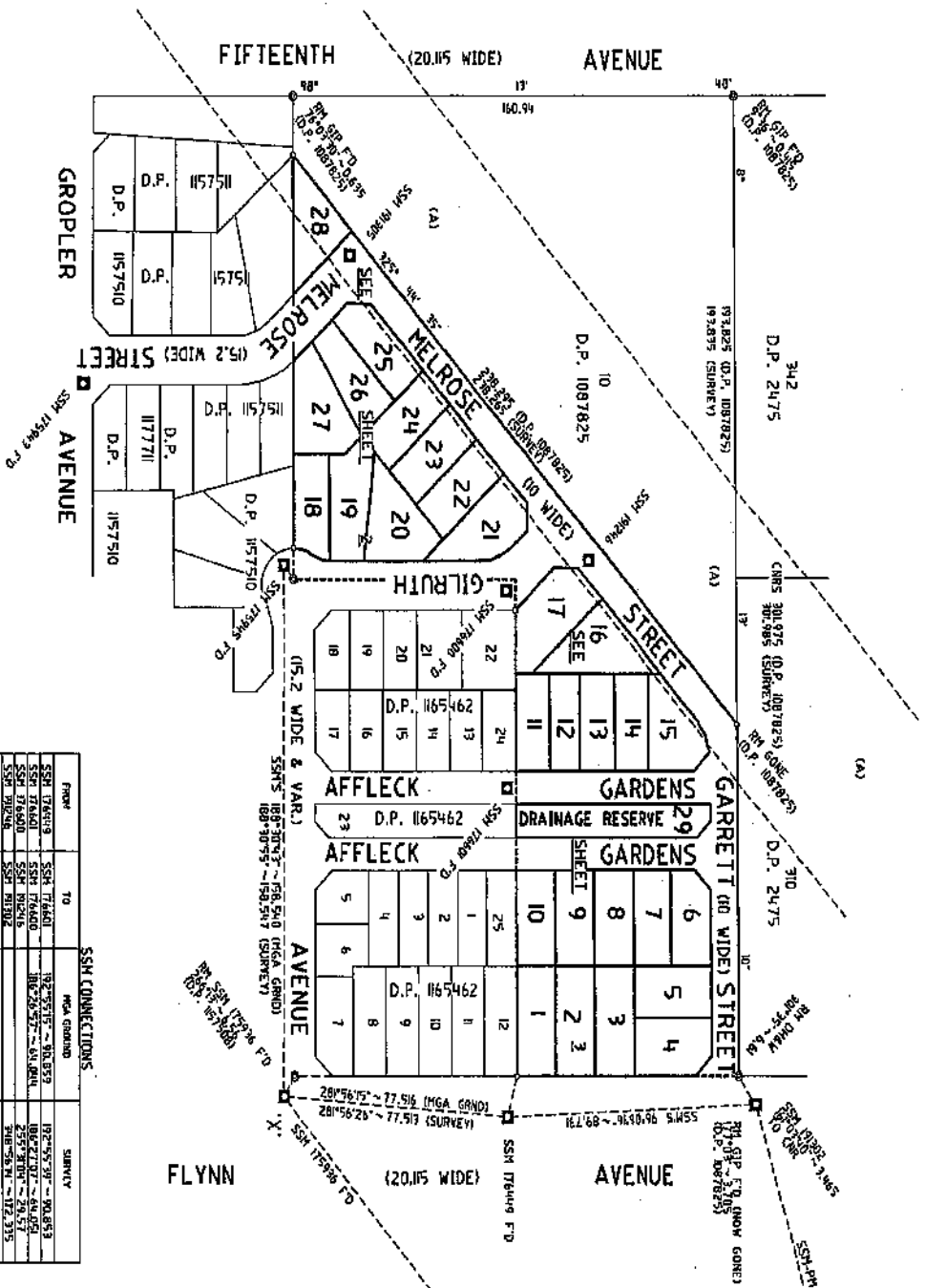
PLAN FORM 2 1/87

DP1184500

WARNING: CHANGING OR REMOVING WALL LEADS TO REJECTION

OPTION

SHEET 1 OF 3 SHEETS



NOTE:  
 LA EASEMENT FOR TRANSMISSION LINE 60.06 WIDE (VIDE J476036)

Surveyor: DANIEL JAMES HANREAN  
 BRIAN CONSULTING NSW P/L  
 T: 021 9808 5000  
 Date of Survey: 23/09/2015  
 Surveyor's Ref: X22231-01-2

PLAN OF SUBDIVISION OF LOT 28 IN D.P. 1083402

LOCAL LINE REPORT  
 Locality: MIDDLETON GRANGE  
 Subdivision No: SC16/15  
 Templates are in metric. Revision Path: 1000

Registered  
 11.05.2015

DP1184500

SSM CONNECTIONS:

FROM	TO	SSM CONNECTIONS
SSM 176419	SSM 176420	192-55157 ~ 80-0359
SSM 176420	SSM 176421	192-55157 ~ 80-0359
SSM 176421	SSM 176422	192-55157 ~ 80-0359
SSM 176422	SSM 176423	192-55157 ~ 80-0359
SSM 176423	SSM 176424	192-55157 ~ 80-0359
SSM 176424	SSM 176425	192-55157 ~ 80-0359
SSM 176425	SSM 176426	192-55157 ~ 80-0359
SSM 176426	SSM 176427	192-55157 ~ 80-0359
SSM 176427	SSM 176428	192-55157 ~ 80-0359
SSM 176428	SSM 176429	192-55157 ~ 80-0359
SSM 176429	SSM 176430	192-55157 ~ 80-0359
SSM 176430	SSM 176431	192-55157 ~ 80-0359
SSM 176431	SSM 176432	192-55157 ~ 80-0359
SSM 176432	SSM 176433	192-55157 ~ 80-0359
SSM 176433	SSM 176434	192-55157 ~ 80-0359
SSM 176434	SSM 176435	192-55157 ~ 80-0359
SSM 176435	SSM 176436	192-55157 ~ 80-0359
SSM 176436	SSM 176437	192-55157 ~ 80-0359
SSM 176437	SSM 176438	192-55157 ~ 80-0359
SSM 176438	SSM 176439	192-55157 ~ 80-0359
SSM 176439	SSM 176440	192-55157 ~ 80-0359

MGA TABLE  
 SCHEDULE OF PERMANENT MARKS  
 SURVEYING & SPATIAL INFORMATION TECHNOLOGY  
 2012 CLASSIFIED LIST (L1) (L2)

MARK	EASTING	NORTHING	CLASS	ORDER	METHOD	ORIGIN
GR 5455T	300 021.545	1 200 059.031	C	3	-	SC15S
SSM 17592B	300 027.602	1 200 070.108	C	3	-	SC15S
SSM 17592C	300 026.955	1 200 085.278	C	3	-	SC15S
SSM 17592D	300 024.195	1 200 075.902	C	3	-	SC15S
SSM 17601A	300 021.752	1 200 122.272	C	3	-	SC15S
SSM 17601B	300 021.250	1 200 122.272	C	3	-	SC15S
SSM 17601C	300 021.752	1 200 122.272	C	3	-	SC15S
SSM 17601D	300 021.250	1 200 122.272	C	3	-	SC15S
SSM 17601E	300 021.752	1 200 122.272	C	3	-	SC15S
SSM 17601F	300 021.250	1 200 122.272	C	3	-	SC15S
SSM 17601G	300 021.752	1 200 122.272	C	3	-	SC15S
SSM 17601H	300 021.250	1 200 122.272	C	3	-	SC15S
SSM 17601I	300 021.752	1 200 122.272	C	3	-	SC15S
SSM 17601J	300 021.250	1 200 122.272	C	3	-	SC15S
SSM 17601K	300 021.752	1 200 122.272	C	3	-	SC15S
SSM 17601L	300 021.250	1 200 122.272	C	3	-	SC15S
SSM 17601M	300 021.752	1 200 122.272	C	3	-	SC15S
SSM 17601N	300 021.250	1 200 122.272	C	3	-	SC15S
SSM 17601O	300 021.752	1 200 122.272	C	3	-	SC15S
SSM 17601P	300 021.250	1 200 122.272	C	3	-	SC15S
SSM 17601Q	300 021.752	1 200 122.272	C	3	-	SC15S
SSM 17601R	300 021.250	1 200 122.272	C	3	-	SC15S
SSM 17601S	300 021.752	1 200 122.272	C	3	-	SC15S
SSM 17601T	300 021.250	1 200 122.272	C	3	-	SC15S
SSM 17601U	300 021.752	1 200 122.272	C	3	-	SC15S
SSM 17601V	300 021.250	1 200 122.272	C	3	-	SC15S
SSM 17601W	300 021.752	1 200 122.272	C	3	-	SC15S
SSM 17601X	300 021.250	1 200 122.272	C	3	-	SC15S
SSM 17601Y	300 021.752	1 200 122.272	C	3	-	SC15S
SSM 17601Z	300 021.250	1 200 122.272	C	3	-	SC15S

PLAN 5094 2 (42)

DP1184500

VALUING FOR LAND ACQUISITION ACT 1986 ACTION

DP11

SHEET 2 OF 3 DETAILS

**SCHEDULE OF SHORT & CURVED BOUNDARIES**

NO.	BEARING	CHORD	ARC	RADIUS
8	N5°06'20"E	6.755	6.855	11.6
9	S5°44'45"E	6.775	6.865	12
10	S9°44'50"E	0.225	0.225	12
11	S9°08'20"E	4.29	4.29	
12	S7°59'05"E	4.29	4.29	
13	S6°44'30"E	4.29	4.29	
14	S5°44'30"E	4.29	4.29	
15	S4°44'30"E	4.29	4.29	
16	S3°44'30"E	4.29	4.29	
17	S2°44'30"E	4.29	4.29	
18	S1°44'30"E	4.29	4.29	
19	S0°44'30"E	4.29	4.29	
20	S0°44'30"E	4.29	4.29	
21	S0°44'30"E	4.29	4.29	

**SCHEDULE OF REFERENCE MARKS**

RM NO.	TYPE	ORIGIN	REFERENCE
11	SSM 175943 F.D.	D.P. 115750	22°21'35" ~ 5.205
12	DRAW F.D.	D.P. 115750	33°02'35" ~ 4.76
13	SSM 175945 F.D.	D.P. 115750	37°10'30" ~ 5.505 (BY ME)
14	DRAW F.D.	D.P. 115750	21°24' ~ 5.805
15	SSM 175945 F.D.	D.P. 115750	22°21'35" ~ 6.510 (BY ME)
16	DRAW F.D.	D.P. 115750	14°09' ~ 12.11
17	DRAW F.D.	D.P. 115750	20°27'30" ~ 11.705
18	DRAW F.D.	D.P. 115750	16°54'45" ~ 3.88
19	DRAW F.D.	D.P. 115750	11°52'20" ~ 5.88
20	DRAW F.D.	D.P. 115750	19°38'35" ~ 14.21
21	DRAW F.D.	D.P. 115750	57°20' ~ 8.40
22	DRAW F.D.	D.P. 115750	76°07'30" ~ 9.54
23	DRAW F.D.	D.P. 115750	32°21'35" ~ 12.315 (BY ME)

- NOTES:**
- (A) EASEMENT FOR TRANSMISSION LINE 60.96 WIDE (TYPE JK76401)
  - (B) EASEMENT FOR DRAINAGE OF WATER 1.2 WIDE
  - (C) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
  - (D) EASEMENT FOR DRAINAGE OF WATER 2 WIDE
  - (E) EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE
  - (F) EASEMENT FOR FOOTING OF RETAINING WALL 1.5 WIDE
  - (G) EASEMENT FOR FOOTING OF RETAINING WALL 0.9 WIDE
  - (H) EASEMENT FOR FOOTING OF RETAINING WALL 0.45 WIDE

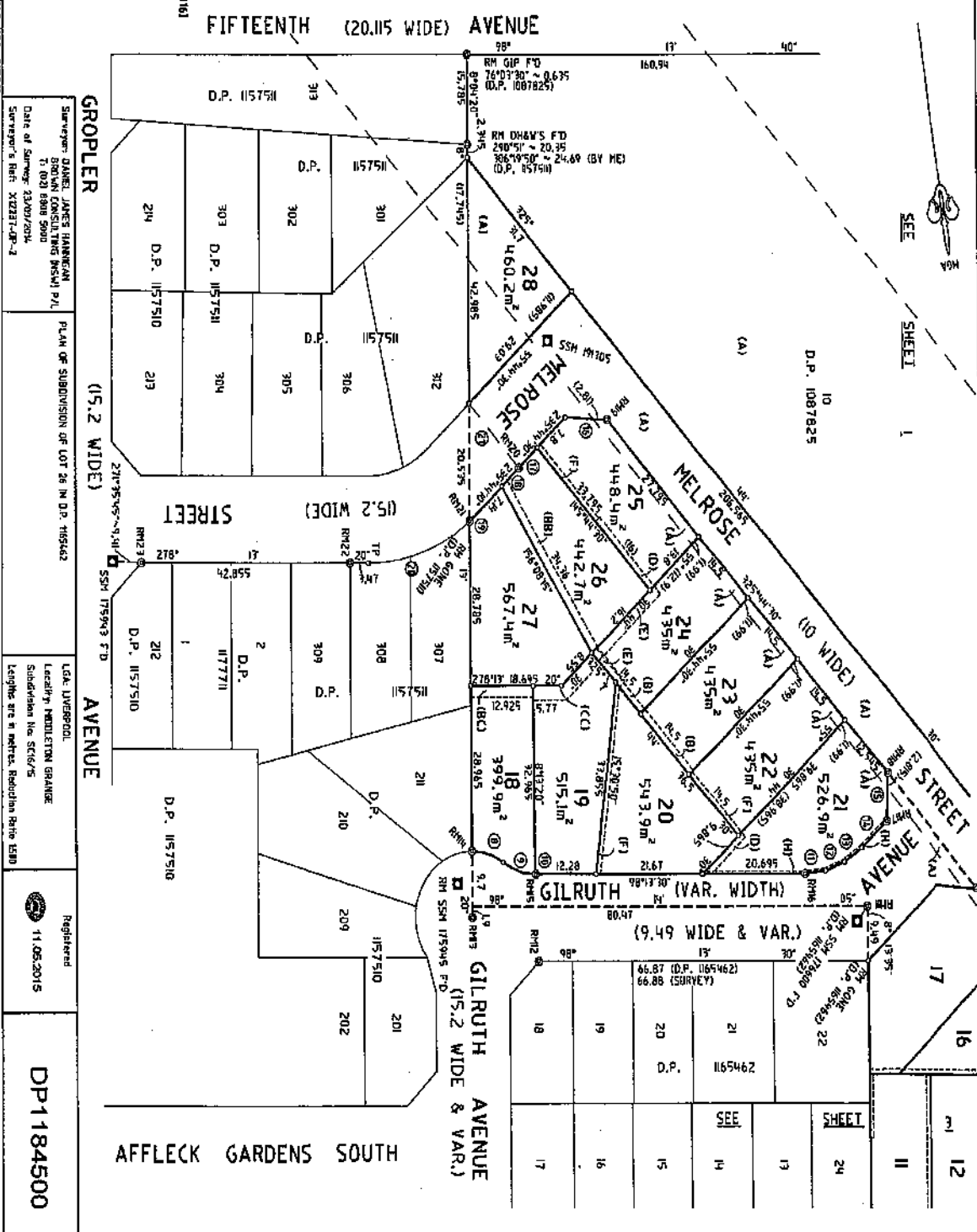
DATE OF SURVEY: 23/09/2014  
 SURVEYOR'S NAME: JAMES HANCOCK  
 SURVEYOR'S NO: 20221-09-2

DATE OF SURVEY: 23/09/2014  
 SURVEYOR'S NAME: JAMES HANCOCK  
 SURVEYOR'S NO: 20221-09-2

LEGAL INSTRUMENT  
 LEGALLY INSTRUMENT GRANTED  
 SUBDIVISION NO: 516/15

REGISTERED  
 11.05.2015

DP1184500



DP1184500

WARNING: CREATING OR PRINTING WILL LEAD TO REJECTION

SHEET 1 OF 3 SHEETS

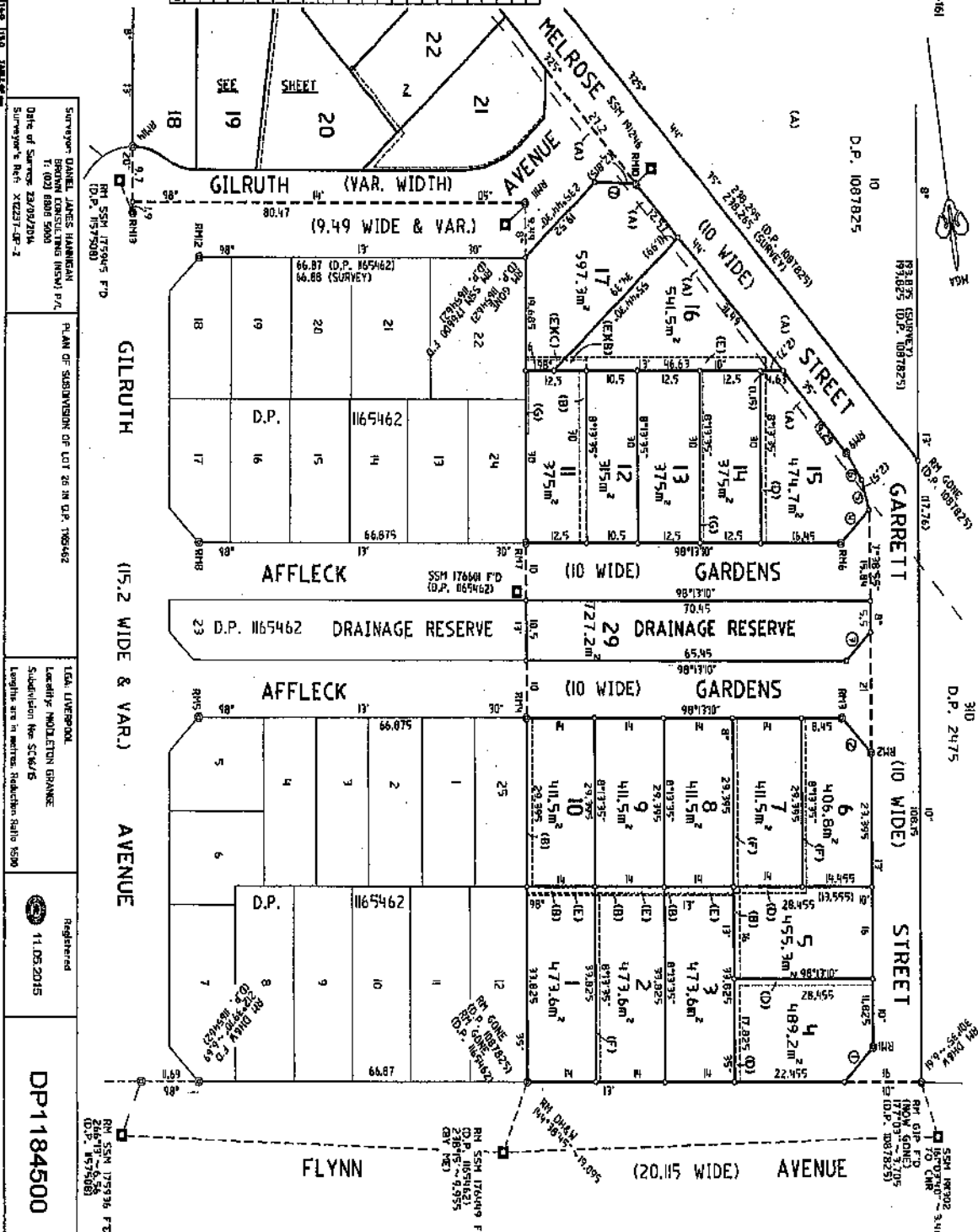
- NOTES:
- (A) EASEMENT FOR TRANSMISSION LINE 60.96 WIDE (WIDE J4760061)
  - (B) EASEMENT FOR DRAINAGE OF WATER 12 WIDE (WIDE J4760061)
  - (C) EASEMENT FOR DRAINAGE OF WATER 12 WIDE (WIDE J4760061)
  - (D) EASEMENT FOR FOOTING OF RETAINING WALL 1.15 WIDE
  - (E) EASEMENT FOR FOOTING OF RETAINING WALL 1.15 WIDE
  - (F) EASEMENT FOR FOOTING OF RETAINING WALL 0.9 WIDE
  - (G) EASEMENT FOR FOOTING OF RETAINING WALL 0.65 WIDE

SCHEDULE OF SHORT BOUNDARIES

NO	BEARING	CHORD	ARC	ORDINATE
1	S 34° 10' 00" W	8.485		
2	S 2° 31' 30" W	7.017		
3	S 34° 10' 00" W	8.26		
4	S 34° 10' 00" W	5.425		
5	S 34° 10' 00" W	5.665		
6	S 34° 10' 00" W	8.485		

SCHEDULE OF REFERENCE MARKS

R/N	TYPE	ORIGIN	REFERENCE
1	SSM 09302	PLACED	136° 19' 35" ~ 4.172
2	DRILL	PLACED	98° 02' 55" ~ 3.83
3	DRILL	PLACED	98° 21' 55" ~ 4.545
4	DRILL	PLACED	21° 28' 50" ~ 3.985
5	DRILL	PLACED	135° 27' 30" ~ 5.59
6	DRILL	PLACED	370° 20' ~ 3.1
7	DRILL	PLACED	432° ~ 2.595 (BY ME)
8	DRILL	PLACED	18° 34' 30" ~ 4.495
9	DRILL	PLACED	178° 15' ~ 3.995 (BY ME)
10	DRILL	PLACED	189° 20' ~ 4.57
11	DRILL	PLACED	189° 20' ~ 4.57
12	DRILL	PLACED	152° 05' ~ 4.895
13	DRILL	PLACED	122° 05' ~ 4.895
14	DRILL	PLACED	122° 05' ~ 4.895
15	DRILL	PLACED	122° 05' ~ 4.895
16	DRILL	PLACED	122° 05' ~ 4.895
17	DRILL	PLACED	122° 05' ~ 4.895
18	DRILL	PLACED	122° 05' ~ 4.895
19	DRILL	PLACED	122° 05' ~ 4.895
20	DRILL	PLACED	122° 05' ~ 4.895
21	DRILL	PLACED	122° 05' ~ 4.895
22	DRILL	PLACED	122° 05' ~ 4.895
23	DRILL	PLACED	122° 05' ~ 4.895
24	DRILL	PLACED	122° 05' ~ 4.895
25	DRILL	PLACED	122° 05' ~ 4.895



Surveyor DANIEL JAMES HANREAN  
 BROOK CONSULTING (NSW) P/L  
 T: (02) 880 5000  
 Date of Survey 22/09/2014  
 Surveyor's Ref: X0274-0P-2

PLAN OF SUBDIVISION OF LOT 26 IN D.P. 1184500  
 D.P. 1184500

TEA LIVERPOOL  
 LandRegistry NODELTON GRANGE  
 Subdivision No. SC66/5  
 Lengths are in metres. Reduction Ratio 1:500

Registered  
 11.05.2015

DP1184500


PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)


Registered:  11.05.2015 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only <div style="text-align: center; font-size: 2em; font-weight: bold;">DP1184500</div> Office Use Only
PLAN OF SUBDIVISION OF LOT 26 IN D.P. 1165462	LGA: LIVERPOOL Locality: MIDDLETON GRANGE Parish: CABRAMATTA County: CUMBERLAND
<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: ..... Date: ..... File Number: ..... Office: .....	<p style="text-align: center;">Survey Certificate</p> I, DANIEL JAMES HANNIGAN of BROWN CONSULTING (NSW) P/L, L2, 2 BURBANK PLACE, NORWEST BUSINESS PARK BAULKHAM HILLS, NSW 2153. ph: 02 8808 5000 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on 23/09/2014. <del>*b) The part of the land shown in the plan (being/excluding ..... ) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on, ..... the part not surveyed was compiled in accordance with that Regulation.</del> <del>*c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</del> Signature: ..... Dated: 23/09/2014 Surveyor ID: 1208 Datum Line: 'X' - 'Y' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. *Strike through if inapplicable. *Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
<p style="text-align: center;">Subdivision Certificate</p> I, <u>Carl Rudolph Casu</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: <u>C. Casu</u> Accreditation number: ..... Consent Authority: <u>Liverpool City Council</u> Date of endorsement: <u>20-4-2015</u> Subdivision Certificate number: <u>SC16/15</u> File number: <u>170/15</u> *Strike through if inapplicable.	Plans used in the preparation of survey/compilation. DP 1165462, DP 1157505, DP 1157510, DP 1157511, DP 1087825, DP 1157508, DP 2475 DP 1177711 If space is insufficient continue on PLAN FORM 6A
Statements of intention to dedicate public roads, public reserves and drainage reserves. REFER SHEET 2.	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A Surveyor's Reference: X12237-DP-2

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 3 sheet(s)

Office Use Only Registered:  11.05.2015	Office Use Only <b>DP1184500</b>
<b>PLAN OF SUBDIVISION OF LOT 26 IN DP 1165462</b>	<small>This sheet is for the provision of the following information as required:</small> <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see 195D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>
Subdivision Certificate number: ..... <u>SC16/15</u> ..... Date of Endorsement: ..... <u>20-4-2015</u> .....	

IT IS INTENDED TO DEDICATE GARRETT STREET AND THE EXTENSION OF GILRUTH AVENUE AND MELROSE STREET TO THE PUBLIC AS PUBLIC ROAD, SUBJECT TO THE EASEMENT FOR TRANSMISSION LINE 60.86 WIDE CREATED BY J476016.

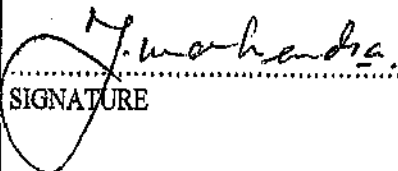
IT IS INTENDED TO DEDICATE THE EXTENSION OF AFFLECK GARDENS TO THE PUBLIC AS PUBLIC ROAD.

IT IS INTENDED TO CREATE LOT 29 AS DRAINAGE RESERVE.

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

1. EASEMENT FOR DRAINAGE OF WATER 1.2 WIDE (B)
2. EASEMENT FOR DRAINAGE OF WATER 1.2 WIDE (C)
3. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (BB)
4. EASEMENT FOR DRAINAGE OF WATER 2 WIDE (BC)
5. EASEMENT FOR DRAINAGE OF WATER 2.5 WIDE (CC)
6. RESTRICTION ON THE USE OF LAND
7. EASEMENT FOR FOOTING OF RETAINING WALL 1.15 WIDE (D)
8. EASEMENT FOR FOOTING OF RETAINING WALL 1.5 WIDE (E)
9. EASEMENT FOR FOOTING OF RETAINING WALL 0.9 WIDE (F)
10. EASEMENT FOR FOOTING OF RETAINING WALL 0.85 WIDE (G)
11. EASEMENT FOR FOOTING OF RETAINING WALL 0.45 WIDE (H)
12. RESTRICTION ON THE USE OF LAND

SIGNED BY **JEYAWEEERASINGAM MAHENDRA**  
AS A DELEGATE OF LANDCOM AND I HEREBY CERTIFY THAT  
I HAVE NO NOTICE OF REVOCATION OF SUCH DELEGATION

  
SIGNATURE

If space is insufficient use additional annexure sheet

Surveyor's Reference: X12237-DP-2



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

LENGTHS ARE IN METRES

Sheet 1 of 6 Sheets

Plan:

Plan of Subdivision of Lot 26 in DP 1165462  
 Covered by Subdivision Certificate No. SC16/15  
 Dated 20-4-2015

**DP1184500**

Full name and address of the owner of the land:

**LANDCOM**  
 Level 14, 60 Station Street  
 PARRAMATTA NSW 2124

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Drainage of Water 1.2 Wide (B)	10	1, 2, 3, 4 AND 5
		1	2, 3, 4 AND 5
		2	3, 4 and 5
		3	4 AND 5
		5	4
		11	16 AND 17
		16	17
		24	18, 19, 22 and 23
		23	22
2	Easement for Drainage of Water 1.2 Wide (C)	17	LIVERPOOL CITY COUNCIL

Approved by Liverpool City Council .....

*b. R. ...*  
 Authorised Person


LENGTHS ARE IN METRES

ePlan  
Sheet 2 of 6 Sheets

Plan:

**DP1184500**Plan of Subdivision of Lot 26 in DP 1165462  
Covered by Subdivision Certificate No. SC16/15  
Dated 20-4-2015**PART 1 (Creation)**

Number of item shown in the Intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
3	Easement for Drainage of Water 1.5 Wide (BB)	26	18, 19, 22, 23 AND 24
4	Easement for Drainage of Water 2 Wide (BC)	18	LIVERPOOL CITY COUNCIL
5	Easement for Drainage of Water 2.5 Wide (CC)	19	18
6	RESTRICTION ON THE USE OF LAND	EACH LOT EXCEPT 28 AND 29	EVERY OTHER LOT EXCEPT 28 AND 29
7	EASEMENT FOR FOOTING OF RETAINING WALL 1.15 WIDE (D)	4 5 15 21 25	3 AND 5 7 14 20 26
8	EASEMENT FOR FOOTING OF RETAINING WALL 1.5 WIDE (E)	1 2 3 16 17 24	10 9 8 11-14 Inclusive 11 19 and 26

Approved by Liverpool City Council .....  .....  
Authorised Officer

LENGTHS ARE IN METRES

ePlan  
Sheet 3 of 6 Sheets

Plan:

**DP1184500**Plan of Subdivision of Lot 26 in DP 1165462  
Covered by Subdivision Certificate No. SC16/15  
Dated 20-4-2015**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
9	EASEMENT FOR FOOTING OF RETAINING WALL 0.9 WIDE (F)	2 6 7 20 22 25	1 7 8 19 20 26
10	EASEMENT FOR FOOTING OF RETAINING WALL 0.65 WIDE (G)	14 11	13 22/1165462 and 24/1165462
11	EASEMENT FOR FOOTING OF RETAINING WALL 0.45 WIDE (H)	21	LIVERPOOL CITY COUNCIL
12	RESTRICTION ON THE USE OF LAND	1, 3, 5, 7-14, Inclusive, 19, 20, 21 and 26	LIVERPOOL CITY COUNCIL

Approved by Liverpool City Council ..... *G. R. ...*  
Authorised Officer

LENGTHS ARE IN METRES

ePlan  
Sheet 4 of 6 Sheets

Plan:

**DP1184500**

Plan of Subdivision of Lot 26 in DP 1165462  
Covered by Subdivision Certificate No. SC16/15  
Dated 20-4-2015

**PART 2 (Terms)**

**1. Terms of Easement for Drainage of Water numbered 1, 3 AND 5 in the plan:**

The Terms of the easement for drainage of water are as prescribed in Part 8 of Schedule 8 of the Conveyancing Act 1919.

**Name of Authority empowered to release, vary or modify the Easement for Drainage of Water numbered 1, 3 AND 5 in the plan: Liverpool City Council**

**2. Terms of Easement for Drainage of Water numbered 2 AND 4 in the plan:**

The Terms of the easement for drainage of water are as prescribed in Part 7 of Schedule 4A of the Conveyancing Act 1919.

**Name of Authority empowered to release, vary or modify the Easement for Drainage of Water numbered 2 AND 4 in the plan: Liverpool City Council**

**3. Terms of Restriction on the use of land numbered 6 in the plan:**

- a) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Landcom or its successors without the consent of Landcom or its successors other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to Landcom or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by Landcom or its successors other than purchasers on sale.
- b) No carport shall be erected nearer to a Public Road than the façade of the main dwelling on each lot burdened.
- c) No motor vehicle weighing over three tonnes shall be garaged or stored or permitted to remain on each lot burdened.
- d) No advertising hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Landcom or its successors.

**Name of authority empowered to release, vary or modify the Restriction on the use of land numbered 6 in the plan is Landcom for such period as it is the Registered Proprietor of any land benefited by this restriction. Thereafter, the power shall revert to the beneficiaries of this Restriction.**

Approved by Liverpool City Council .....

*[Signature]*  
Authorised Officer

LENGTHS ARE IN METRES

ePlan  
Sheet 5 of 6 Sheets

Plan:

**DP1184500**

Plan of Subdivision of Lot 26 in DP 1165462  
Covered by Subdivision Certificate No. SC16/15  
Dated 20-4-2015

**PART 2 (Terms)  
(Continued)**

**4. Terms of Easement for Footing of Retaining Wall numbered 7, 8, 9, 10 and 11  
Respectively in the plan:**

Full and free right and liberty for the Authority and Lots benefited to have the footing of the retaining wall presently erected on the lot burdened as is marked (D), (E), (F), (G) and (H) in the plan continued in such manner that any structure to be supported or to be supported in whole or in part thereby shall have the support of the whole of such retaining wall footing thereof.

**Name of Authority empowered to release, vary or modify the Easement for Footing of Retaining Wall numbered 7, 8, 9, 10 and 11 in the plan: Liverpool City Council**

**5. Terms of Restriction on the use of land numbered 12 in the plan:**

No demolition or alteration shall be made to the Retaining Wall Structures presently constructed on the Lots burdened as shown on plans prepared by Brown Consulting in connection with Development Application No. 170-13 and Construction Certificate No. 11-14 and no alteration or modification shall be made to the surface levels of the ground adjacent to the said retaining walls without the prior written approval of Liverpool City Council.

**Name of authority empowered to release, vary or modify the Restriction on the use of land numbered 12 in the plan: Liverpool City Council**

Approved by Liverpool City Council .....

Authorised Officer



LENGTHS ARE IN METRES

ePlan  
Sheet 6 of 6 Sheets

Plan:

DP1184500

Plan of Subdivision of Lot 26 in DP 1165462  
Covered by Subdivision Certificate No. SC16/15  
Dated 20-4-2015

PART 2 (Terms)  
(Continued)

Signed by me, JEYAWEEERASINGAM MAHENDRA  
Delegate of LANDCOM and I hereby declare that  
I have no notice of the revocation of the  
Delegation in the presence of:

J. Mahendra  
.....  
LANDCOM  
By its delegate

[Signature]  
.....  
Signature of Witness

Ronald Anthony Bijen  
.....  
Name of Witness (Print block Letters)

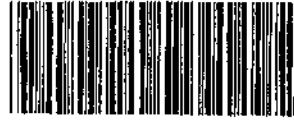
Level 14,  
60 Station Street.  
Parramatta NSW  
2150  
.....  
Address of Witness

Approved by Liverpool City Council ..... [Signature]  
Authorised Officer

REGISTERED  
  
11.05.2015

J 476016

OCT 16



J  
476016 Y

CONVEYANCING ACTS, 1919-1953  
REAL PROPERTY ACT, 1900

16 / 10 / 63

RELODGD  
23 OCT 1961

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

(E)

I, ALFRED ALLEYNE LEVY, State Crown Solicitor's/ <sup>Office</sup> DO HEREBY CERTIFY that the copy Gazette Notification herunto annexed is a true copy of the Gazette Notification contained in the <sup>11.60</sup> Government Gazette of the Thirty first day of May one thousand nine hundred and sixty three declaring that the land therein described, being the land mentioned in the Schedule hereunder written, has been resumed. AND I REQUEST that you will deal with and give effect to the said Notification as if the same were a Memorandum of Transfer of the land therein described duly executed under the Real Property Act, 1900, and I, the said ALFRED ALLEYNE LEVY HEREBY CERTIFY that this instrument is correct for the purposes of the Real Property Act, 1900, AND I FURTHER CERTIFY that I was appointed by writing dated the Twenty second day of February one thousand nine hundred and sixty two under his hand and official seal by THE MINISTER FOR PUBLIC WORKS to sign this Certificate on behalf of the said Minister and that I have received no notice or information of the revocation of such appointment.

SCHEDULE

Lot	Section	Deposited Plan or Name of Estate	Part or Whole	Volume	Folio
Part 23e	1r.13p.	Minto Cumberland	Part	4786	174
(said part being part of the land in plan A, annexed to Dealing No. G42728)					
Being the land delineated on the plan annexed hereto and marked "A".					
Pt. Lot 2		Deposited Plan No. 13178	Part	5130	214
Pt. Lot 5		Deposited Plan No. 13178	Part	4465	62
Pt. Lot A		In plan lodged with Transfer No. 0246385	Part	4630	6
Pt. Lot C		In plan lodged with Transfer No. 0477202	Part	7367	64
Pt. Lot B		"	Part	7367	68
Pt. Lot A		"	Part	7367	66
Being the land delineated on the plan annexed hereto and marked "B".					
Pt. Lot D	R.P.S. (R.F.)	Registered No. 89866	Part	8430	82
Parish County					
Pt. Portion 65		Minto Cumberland	Part	8345	60
(said part being part of the land comprised in R.P.A. 20766)					
Pt. Portion 65		Minto Cumberland	Part	8345	61
(said part being part of the land comprised in R.P.A. 20766)					
Being the land delineated on the plan annexed hereto and marked "C".					
Pt. Lot 2		In plan lodged with Transfer No. 0362055	Part	7262	101
Pt. Lot B		Deposited Plan 27377	Part	7301	44
Pt. Lot F		"	Part	7294	187

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

one thousand nine hundred and fifty-

SIGNED by the said

in the presence of

THE REGISTRAR GENERAL  
SYDNEY

Lot	Section	Deposited Plan or Name of Estate	Part or Whole	Volume	Folio
Pt. Lot 1 in plan lodged with Transfer No. G362055	<u>Parish</u> Minto	<u>County</u> Cumberland	Part	7369	149 ✓
Being the land delineated on the plan annexed hereto and marked "D". ✱					
Pt. Lot 55	<u>Parish</u>	<u>County</u>	Part	6299	6 ✓
Pt. Lot A in plan lodged with Transfer No. F603036	<u>Parish</u> St. Luke	<u>County</u> Cumberland	Part	6500	189 ✓
Pt. Lot 54	<u>Parish</u>	<u>County</u>	Part	6179	208 ✓
Pt. Lot 2	<u>Parish</u>	<u>County</u>	Part	8094	55 ✓
Pt. Lot B in plan lodged with Transfer No. H7869	<u>Parish</u> St. Luke	<u>County</u> Cumberland	Part	8077	154 ✓
Pt. Lot 63	<u>Parish</u>	<u>County</u>	Part	6428	143 ✓
Pt. Lot 62	<u>Parish</u>	<u>County</u>	Part	7191	236 ✓
Pt. Lot A in plan lodged with Transfer No. S512722	<u>Parish</u> St. Luke	<u>County</u> Cumberland	Part	7191	236 ✓
Pt. Portion 73 (said part being lot 1 D.P. 29230)	<u>Parish</u> St. Luke	<u>County</u> Cumberland	Part	7126	19 ✓
Being the land delineated on the plan annexed hereto and marked "E". ✱					
Pt. Lot 79	<u>Parish</u>	<u>County</u>	Part	6707	156 ✓
Being the land delineated on the plan annexed hereto and marked "F". ✱					
Pt. Lot A in plan annexed to dealing G749415	<u>Parish</u> St. Luke	<u>County</u> Cumberland	Part	7438	188 ✓
Pt. Lot B in plan annexed to dealing G749415	<u>Parish</u>	<u>County</u>	Part	7438	187 ✓
Being the land delineated on the plan annexed hereto and marked "G". ✱					
Pt. Lot 39	<u>Parish</u>	<u>County</u>	Part	1136	32 ✓
Being the land delineated on the plan annexed hereto and marked "H". ✱					
Pt. Lot 9	<u>Parish</u>	<u>County</u>	Part	8227	74 ✓
Pt. Lot 9	<u>Parish</u>	<u>County</u>	Part	8227	75 ✓
Pt. Lot B in plan lodged with Transfer G60966	<u>Parish</u> Cabramatta	<u>County</u> Cumberland	Part	8227	74 ✓
Pt. Lot B in plan lodged with Transfer G60966	<u>Parish</u>	<u>County</u>	Part	8227	75 ✓
Being the land delineated on the plan annexed hereto and marked "J". ✱					
Pt. land shown in plan annexed to dealing No. G876702	<u>Parish</u> Cabramatta	<u>County</u> Cumberland	Part	7497	199 ✓
Being the land delineated on the plan annexed hereto and marked "K". ✱					
Pt. Lot B	M.P.S. (R.P.) Registered No. 93065		Part	7845	106 ✓
Pt. Lot C			Part	7425	28 ✓
Being the land delineated on the plan annexed hereto and marked "L". ✱					
Pt. Lot 604	<u>Parish</u>	<u>County</u>	Part	6088	136 ✓
Pt. Lot 605	<u>Parish</u>	<u>County</u>	Part	5878	221 ✓
Pt. Lot 603	<u>Parish</u>	<u>County</u>	Part	6002	178 ✓
Pt. Lot 606	<u>Parish</u>	<u>County</u>	Part	9067	271 ✓
Pt. Lot 606	<u>Parish</u>	<u>County</u>	Part	9067	278 ✓
Pt. Lot 600	<u>Parish</u>	<u>County</u>	Part	6159	237 ✓
Pt. Lot 597	<u>Parish</u>	<u>County</u>	Part	8286	121 ✓
Pt. Lot 598	<u>Parish</u>	<u>County</u>	Part	8286	121 ✓
Pt. Lot 599	<u>Parish</u>	<u>County</u>	Part	8286	121 ✓
Being the land delineated on the plan annexed hereto and marked "M". ✱					
Pt. Lot 615	<u>Parish</u>	<u>County</u>	Part	1311	65 ✓
Pt. Lot 464	<u>Parish</u>	<u>County</u>	Part	5941	93 ✓
Pt. Lot 567	<u>Parish</u>	<u>County</u>	Part	992	188 ✓
Pt. Lot 568	<u>Parish</u>	<u>County</u>	Part	1031	238 ✓
Pt. Lot 569	<u>Parish</u>	<u>County</u>	Part	1080	125 ✓

Lot	Section	Deposited Plan or Name of Estate	Part or Whole	Volume	Folio
Pt. Lot 581		Deposited Plan 2475	Part	2764	93
Pt. Lot 582		"	Part	974	19
Pt. Lot 583		"	Part	974	19
Pt. Lot 584		"	Part	974	19
Being the land delineated on the plan annexed hereto and marked "N".					
Pt. Lot 442		Deposited Plan 2475	Part	2574	72
Pt. Lot 443		"	Part	2574	72
Pt. Lot 444		"	Part	1264	12
Pt. Lot 445		"	Part	9302	156
Pt. Lot 465		"	Part	9302	155
Pt. Lot 466		"	Part	1069	40
Being the land delineated on the plan annexed hereto and marked "C".					
Pt. Lot 308		Deposited Plan 2475	Part	7522	112
Pt. Lot 309		"	Part	7522	112
Pt. Lot 311		"	Part	7191	115
Pt. Lot 341		"	Part	3014	177
Pt. Lot 340		"	Part	1076	141
Pt. Lot 339		"	Part	1070	17
Pt. Lot 236		"	Part	2361	103
Pt. Lot 237		"	Part	1114	127
Pt. Lot 277		"	Part	1114	127
Pt. Lot 278		"	Part	1079	134
Pt. Lot 276		"	Part	1068	168
Being the land delineated on the plan annexed hereto and marked "E".					
Pt. Lot 136		Deposited Plan 2475	Part	7402	57
Pt. Lot 135		"	Part	7402	57
Pt. Lot 162		"	Part	8385	87
Pt. Lot 163		"	Part	8385	87
Pt. Portion 69		Parish County Cabramatta Cumberland	Part	7561	206
Being the land delineated on the plan annexed hereto and marked "Q".					
Pt. Portion 57		Parish County Cabramatta Cumberland	Part	5312	138
Pt. Portion 57		"	Part	7156	281
Being the land delineated on the plan annexed hereto and marked "R".					
Pt. Lot 2		Deposited Plan 206669	Part	9179	6
(said part being part lots 3, 4 and 5 Section 6 Deposited Plan 2954)					
Being the land delineated on the plan annexed hereto and marked "S".					
Pt. Lot C		Deposited Plan 30440	Part	7890	23
Pt. Lot D		"	Part	7890	23
Pt. Lot E		"	Part	7890	24
Pt. Lot F		"	Part	7890	24
Pt. Lot G		"	Part	9188	94
Being the land delineated on the plan annexed hereto and marked "T".					
Pt. Lot 109		Deposited Plan 31359	Part	8164	15
Pt. Lot 110		"	Part	8164	16
Pt. Lot 111		"	Part	8164	17
Pt. Lot 112		"	Part	8164	18
Pt. Lot 105		"	Part	8164	11
Pt. Lot 106		"	Part	8164	12
Pt. Lot 107		"	Part	8164	13
Pt. Lot 108		"	Part	8164	14
Being the land delineated on the plan annexed hereto and marked "U".					
Pt. Lot 139		Deposited Plan 32140	Part	9140	7
Pt. Lot 140		"	Part	9140	8
Pt. Lot 141		"	Part	9140	9
Pt. Lot 142		"	Part	9140	10



Also, all that piece or parcel of land situate in the City of Liverpool, parish of Cabramatta and county of Cumberland, being part of lot 9, deposited plan 2,656, and part of lot B, plan annexed to dealing G. 609,662: Commencing on the north-western boundary of the said lot B at a point bearing 205 degrees 30 minutes 30 seconds and distant 236 feet 61 inches from the northernmost corner of that lot; and bounded thence on the north-east by a line bearing 129 degrees 26 minutes 2,018 feet 41 inches to the left bank of Cabramatta Creek; generally on the north-east by that creek upwards to a point bearing 170 degrees 19 minutes 30 seconds and distant 305 feet 51 inches; on the south-west by a line bearing 309 degrees 26 minutes 2,192 feet 11 inches to the said north-western boundary of lot B; and on the north-west by part of that boundary bearing 25 degrees 30 minutes 30 seconds 205 feet 91 inches to the point of commencement,—and said to be in the possession of J. H. and R. W. Ingham.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of Cabramatta and county of Cumberland, being part of the land shown in plan annexed to dealing G. 876,702: Commencing at the south-eastern corner of lot C, plan annexed to dealing G. 405,237; and bounded thence on the north-west by part of the south-eastern boundary of that lot bearing 19 degrees 34 minutes 30 seconds 25 feet 31 inches to the north-east by a line bearing 128 degrees 13 minutes 25 seconds 670 feet 101 inches to the north-western boundary of lot B, plan annexed to dealing G. 609,662; on the south-east by part of that boundary bearing 205 degrees 30 minutes 30 seconds 204 feet 91 inches; on the south-west by a line bearing 308 degrees 13 minutes 25 seconds 1,233 feet 11 inches to the south-western boundary of the said lot C; and again on the north-east by part of that boundary bearing 109 degrees 34 minutes 30 seconds 353 feet 101 inches to the point of commencement,—and said to be in the possession of Eldobell Pty. Ltd.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of Cabramatta and county of Cumberland, being part of lots B and C, plan annexed to dealing G. 405,237: Commencing at the south-eastern corner of the said lot C; and bounded thence on the south-west by part of the south-western boundary of that lot bearing 289 degrees 34 minutes 30 seconds 555 feet 101 inches; again on the south-west by lines bearing successively 308 degrees 1 minute 199 feet 101 inches and 310 degrees 59 minutes 359 feet 1 inch to the south-eastern side of Old Coppasture road; on the north-west by that side of that road bearing 19 degrees 26 minutes 202 feet 11 inches; on the north-east by lines bearing successively 130 degrees 29 minutes 428 feet 6 inches and 128 degrees 1 minute 718 feet 21 inches to the south-eastern boundary of the said lot C; and on the south-east by part of that boundary bearing 199 degrees 34 minutes 30 seconds 12 feet 91 inches to the point of commencement,—and said to be in the possession of N. W. Howell and D. Speranza.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of Cabramatta and county of Cumberland, being part of lots 604, 605, 603, 606, 600, 599, 598 and 597, deposited plan 2,475: Commencing at the intersection of the north-western side of Old Coppasture Road with the northern side of Twelfth-avenue; and bounded thence on the south by that side of that avenue bearing 270 degrees 256 feet 4 inches; on the south-west by lines bearing successively 311 degrees 15 minutes 30 seconds 684 feet 91 inches and 317 degrees 29 minutes 30 seconds 801 feet 101 inches to the southern side of Thirteenth-avenue; on the north by that side of that avenue bearing 90 degrees 271 feet 31 inches; on the north-east by lines bearing successively 137 degrees 29 minutes 30 seconds 607 feet 31 inches and 131 degrees 15 minutes 30 seconds 774 feet 41 inches to the said north-western side of Old Coppasture road; and on the south-east by that side of that road bearing 199 degrees 39 minutes 33 feet 31 inches to the point of commencement,—and said to be in the possession of V. Avall and others.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of Cabramatta and county of Cumberland, being part of lot 615, deposited plan 2,475: Commencing at the intersection of the southern side of Twelfth-avenue with the north-western side of Old Coppasture road; and bounded thence on the south-east by that side of that road bearing 199 degrees 39 minutes 111 feet 31 inches; on the south-west by a line bearing 311 degrees 15 minutes 30 seconds 159 feet 61 inches to the said southern side of Twelfth-avenue; and on the north by that side of that avenue bearing 90 degrees 157 feet 61 inches to the point of commencement,—and said to be in the possession of P. D. McLean.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of Cabramatta and county of Cumberland, being part of lot 464, deposited plan 2,475: Commencing at the intersection of the northern side of Fourteenth-avenue with the eastern side of Second-avenue; and bounded thence on the west by that side of Second-avenue bearing 360 degrees 237 feet 71 inches; on the north-east by a line bearing 137 degrees 29 minutes 30 seconds 322 feet 41 inches to the

said northern side of Fourteenth-avenue; and on the south by that side of that avenue bearing 270 degrees 217 feet 91 inches to the point of commencement,—and said to be in the possession of P. and C. Sale.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of Cabramatta and county of Cumberland, being part of lots 367, 368, 369 and 381 to 384 inclusive, deposited plan 2,475: Commencing on the southern side of Fourteenth-avenue at a point bearing 90 degrees and distant 7 feet from the intersection of that side of that avenue with the eastern side of Second-avenue; and bounded thence on the north by the said southern side of Fourteenth-avenue bearing 90 degrees 271 feet 31 inches; on the north-east by a line bearing 137 degrees 29 minutes 30 seconds 1,342 feet 111 inches to the northern side of Thirteenth-avenue; on the south by that side of that avenue bearing 270 degrees 271 feet 31 inches; and on the south-west by a line bearing 317 degrees 29 minutes 30 seconds 1,342 feet 111 inches to the point of commencement,—and said to be in the possession of G. Mazuran and others.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of Cabramatta and county of Cumberland, being part of lots 442 to 445 inclusive and part of lots 463 and 466, deposited plan 2,475: Commencing on the western side of Second-avenue at a point bearing 360 degrees and distant 15 feet 71 inches from the intersection of that side of that avenue with the northern side of Fourteenth-avenue; and bounded thence on the south-west by a line bearing 317 degrees 29 minutes 30 seconds 1,324 feet 31 inches to the southern side of Fifteenth-avenue; on the north by that side of that avenue bearing 90 degrees 271 feet 31 inches; on the north-east by a line bearing 137 degrees 29 minutes 30 seconds 922 feet 111 inches to the said western side of Second-avenue; and on the east by that side of that avenue bearing 180 degrees 295 feet 111 inches to the point of commencement,—and said to be in the possession of W. M. Dixon and others.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of Cabramatta and county of Cumberland, being part of lots 308 and 309, deposited plan 2,475: Commencing on the southern side of Sixteenth-avenue at a point bearing 270 degrees and distant 7 feet 61 inches from the north-eastern corner of the said lot 309; and bounded thence on the north-east by a line bearing 137 degrees 29 minutes 30 seconds 11 feet 21 inches to the eastern boundary of the said lot 309; on the east by part of that boundary bearing 180 degrees 295 feet 111 inches; on the south-west by a line bearing 317 degrees 29 minutes 30 seconds 412 feet 81 inches to the said southern side of Sixteenth-avenue; and on the north by that side of that avenue bearing 90 degrees 271 feet 31 inches to the point of commencement,—and said to be in the possession of P. and K. Vujic.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of Cabramatta and county of Cumberland, being part of lots 311, 341, 340 and 339, deposited plan 2,475: Commencing on the northern side of Fifteenth-avenue at a point bearing 90 degrees and distant 107 feet 101 inches from the south-western corner of the said lot 339; and bounded thence on the south by that side of that avenue bearing 270 degrees 271 feet 31 inches; on the south-west by a line bearing 317 degrees 29 minutes 30 seconds 339 feet 61 inches to the western boundary of the said lot 341; on the west by part of that boundary and part of the western boundary of the said lot 311 in all bearing 360 degrees 237 feet 111 inches; and on the north-east by a line bearing 137 degrees 29 minutes 30 seconds 941 feet 1 inch to the point of commencement,—and said to be in the possession of W. H. Gordon and others.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of Cabramatta and county of Cumberland, being part of lots 236, 237, 277, 278 and 276, deposited plan 2,475: Commencing on the southern side of Seventeenth-avenue at the north-western corner of the said lot 236; and bounded thence on the north by that side of that avenue bearing 90 degrees 201 feet 31 inches; on the north-east by lines bearing successively 162 degrees 22 minutes 30 seconds 673 feet 111 inches and 137 degrees 29 minutes 30 seconds 471 feet 71 inches to the northern side of Sixteenth-avenue; on the south by that side of that avenue bearing 270 degrees 271 feet 31 inches; on the south-west by lines bearing successively 317 degrees 29 minutes 30 seconds 332 feet 5 inches and 341 degrees 22 minutes 30 seconds 733 feet 4 inches to the western boundary of the said lot 236; and on the west by part of that boundary bearing 360 degrees 26 feet 111 inches to the point of commencement,—and said to be in the possession of W. I. Taylor and others.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of Cabramatta and county of Cumberland, being part of lots 136 and 135, deposited plan 2,475: Commencing on the northern side of Eighteenth-avenue at a point bearing 90 degrees and distant 108 feet 111 inches from the

**ELECTRICITY COMMISSION ACT, 1950, AS AMENDED.**  
**—PUBLIC WORKS ACT, 1912, AS AMENDED.**  
**SYDNEY SOUTH—SYDNEY WEST No. 1 330KV TRANSMISSION LINE**

**Acquisition of Easements**

APPLICATION by the Electricity Commission of New South Wales having been made that easements or rights to use the surface and the subsoil or undersurface of the land described in the Schedule hereto be appropriated or resumed for the construction and maintenance of an electricity transmission line, it is hereby notified and declared by His Excellency the Governor, acting with the advice of the Executive Council, that the easements or rights as aforesaid over so much of the said land as is Crown land are hereby appropriated and that the easements or rights as aforesaid over so much of the said land as is private property are hereby resumed under Division 1 of Part V of the Public Works Act, 1912, as amended, for the purpose aforesaid; and it is hereby further notified that the said easements or rights are vested in the Electricity Commission of New South Wales.

Dated at Sydney, this 22nd day of May, 1963.

**E. W. WOODWARD, Governor.**

By His Excellency's Command,  
**P. D. HILLS, Minister for Local Government.**

**SCHEDULE**

All that piece or parcel of land situate in the Municipality of Campbelltown, parish of Minto and county of Cumberland, being part of the land shown in plan A, annexed to dealing C. 432728: Commencing on the south-eastern side of Campbelltown-road at a point bearing successively 223 degrees 19 minutes for a distance of 431 feet 31 inches and 223 degrees 11 minutes for a distance of 1 foot from the northernmost corner of that land; and bounded thence generally on the north by lines bearing successively 97 degrees 13 minutes 30 seconds 134 feet 111 inches and 86 degrees 21 minutes 30 seconds 164 feet 111 inches to the south-eastern boundary of that land; on the south-east by part of that boundary bearing 194 degrees 52 minutes 210 feet 101 inches; generally on the south by lines bearing successively 246 degrees 21 minutes 30 seconds 117 feet 11 inches and 277 degrees 15 minutes 30 seconds 348 feet 111 inches to the said south-eastern side of Campbelltown-road; and on the north-west by that side of that road bearing 43 degrees 11 minutes 246 feet 111 inches to the point of commencement,—and said to be in the possession of the Minister for Agriculture.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of Minto and county of Cumberland, being part of lots 2 and 3, deposited plan 13,176, part of lot A, plan annexed to dealing C. 244333 and part of lots A, B and C, plan annexed to dealing G. 477202: Commencing on the north-western side of Campbelltown-road at a point bearing 44 degrees 12 minutes and distant 16 feet 1 inch from the southernmost corner of the said lot 2; and bounded thence on the south-west by a line bearing 278 degrees 18 minutes 10 seconds 846 feet 61 inches to the western boundary of the said lot 3; on the west by part of that boundary bearing 359 degrees 48 minutes 202 feet 31 inches; on the north-east by a line bearing 98 degrees 18 minutes 10 seconds 1,061 feet 46 inches to the said north-western side of Campbelltown-road; and on the south-east by that side of that road bearing 324 degrees 12 minutes 246 feet 101 inches to the point of commencement,—and said to be in the possession of J. W. McKay and others.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of Minto and county of Cumberland, being part of lot 13, miscellaneous plan of subdivision (E.P.) 89,366, the part of the land comprised in Real Property Application 20,766: Commencing on the north-western boundary of the 64 acres 2 roads 20 perches parcel of land shown in plan annexed to dealing D. 127781 at a point bearing 49 degrees 24 minutes 30 seconds and distant 778 feet 101 inches from the south-eastern corner of the said lot D; and bounded thence on the south-west by a line bearing 378 degrees 13 minutes 30 seconds 1,392 feet 71 inches to the southernmost south-western boundary of the said lot D; on the south-west by part of that boundary bearing 334 degrees 30 minutes 203 feet 101 inches; on the north-east by a line bearing 98 degrees 13 minutes 30 seconds 1,616 feet 31 inches to the said north-western boundary of the 64 acres 2 roads 20 perches parcel of land shown in plan annexed to dealing D. 127781; and on the south-east by part of that boundary bearing 229 degrees 24 minutes 30 seconds 263 feet 81 inches to the point of commencement,—and said to be in the possession of P. Chens and others.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of Minto and county of Cumberland, being parts of lots 1 and 2, plan annexed to dealing G. 362033, and part of lots E and F, deposited plan 27,177: Commencing at

the south-eastern corner of the said lot F; and bounded thence on the south by part of the southern boundary of that lot bearing 270 degrees 19 feet 21 inches; on the south-west by a line bearing 278 degrees 13 minutes 10 seconds 794 feet 81 inches to the south-western boundary of the said lot 1; again on the south-west by part of that boundary bearing 343 degrees 44 minutes 216 feet 61 inches; on the north-east by a line bearing 98 degrees 13 minutes 10 seconds 846 feet 4 inches to the southernmost north-eastern boundary of the said lot F; and again on the north-east by part of that boundary bearing 174 degrees 29 minutes 203 feet 1 inch to the point of commencement,—and said to be in the possession of F. W. Lehman and others.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of St. Luke and county of Cumberland, being part of lots 34 and 35, deposited plan 2,359, and part of lot A, plan annexed to dealing F. 603036: Commencing on the western boundary of the said lot A at a point bearing 360 degrees and distant 113 feet 101 inches from the south-western corner of that lot and bounded thence on the west by part of that boundary bearing 360 degrees 452 feet 61 inches; on the north-east by a line bearing 153 degrees 46 minutes 20 seconds 1,491 feet 41 inches to the eastern boundary of the said lot 34; on the east by part of that boundary bearing 180 degrees 452 feet 61 inches; and on the south-west by a line bearing 333 degrees 46 minutes 20 seconds 1,491 feet 3 inches to the point of commencement,—and said to be in the possession of J. Anich and M. Barbir.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of St. Luke and county of Cumberland, being parts of lots 1 and 2, deposited plan 29,234, part of lot A and B, plan annexed to dealing G. 512722, part of lots 62 and 63, deposited plan 2,359, and part of lot B, plan annexed to dealing H. 7869: Commencing on the eastern side of Kookaburra-road at a point bearing 360 degrees and distant 190 feet 31 inches from the south-western corner of the said lot 1; and bounded thence on the west by that side of that road bearing 360 degrees 261 feet 71 inches; on the north-east by lines bearing successively 130 degrees 8 minutes 1,774 feet 11 inches and 153 degrees 46 minutes 20 seconds 66 feet 111 inches to the eastern boundary of the said lot B, plan annexed to dealing H. 7869; on the east by part of that boundary bearing 180 degrees 452 feet 61 inches; and on the south-west by lines bearing successively 333 degrees 46 minutes 20 seconds 431 feet 1 inch and 316 degrees 8 minutes 1,563 feet 31 inches to the point of commencement,—and said to be in the possession of P. Tulich and others.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of St. Luke and county of Cumberland, being part of lot 79, deposited plan 2,359: Commencing on the western side of Kookaburra-road at a point bearing 180 degrees and distant 132 feet 31 inches from the north-eastern corner of that lot, and bounded thence on the east by that side of that road bearing 180 degrees 261 feet 8 inches; on the south-west by a line bearing 110 degrees 9 minutes 10 seconds 641 feet 111 inches to the northern boundary of the said lot 79; on the north by part of that boundary bearing 90 degrees 310 feet 13 inches; and on the north-east by a line bearing 130 degrees 9 minutes 10 seconds 276 feet 11 inches to the point of commencement,—and said to be in the possession of J. Tawrel.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of St. Luke and county of Cumberland, being part of lots A and B, plan annexed to dealing G. 749413: Commencing on the southern boundary of the said lot B at a point bearing 269 degrees 59 minutes 40 seconds and distant 180 feet 31 inches from the south-eastern corner of that lot and bounded thence on the south by part of that boundary bearing 269 degrees 59 minutes 40 seconds 110 feet 11 inches; on the south-west by a line bearing 316 degrees 9 minutes 10 seconds 926 feet 31 inches to the right bank of Cabramatta Creek; generally on the north-west by that creek downwards to the southern side of Kurrajong-road, on the north by that side of that road bearing 90 degrees 2 minutes 20 seconds 207 feet 101 inches; and on the north-east by a line bearing 130 degrees 9 minutes 10 seconds 1,054 feet 61 inches to the point of commencement,—and said to be in the possession of J. Brazda and J. Hanousek.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of St. Luke and county of Cumberland, being part of lot 39, deposited plan 2,359: Commencing on the northern side of Kurrajong Road at a point bearing 270 degrees and distant 361 feet 10 inches from the south-eastern corner of that lot and bounded thence on the north-west by a line bearing 310 degrees 8 minutes 243 feet to the right bank of Cabramatta Creek; generally on the south-west by that creek upwards to the said northern side of Kurrajong-road; and on the south by that side of that road bearing 90 degrees 113 feet 2 inches to the point of commencement,—and said to be in the possession of J. and M. Fenel.



south-western corner of the said lot 135; and bounded thence on the south by that side of that avenue bearing 278 degrees 209 feet 10 1/2 inches; on the south-west by a line bearing 342 degrees 22 minutes 30 seconds 324 feet 2 1/2 inches to the northern boundary of the said lot 136; on the north by part of that boundary bearing 90 degrees 209 feet 10 1/2 inches; and on the north-east by a line bearing 162 degrees 22 minutes 30 seconds 324 feet 2 1/2 inches to the point of commencement.—and said to be in the possession of E. M. Palmer.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of Cabramatta and county of Cumberland, being part of lots 162 and 163, deposited plan 2,475, and part of portion 69: Commencing on the northern side of Seventeenth-avenue at a point bearing 270 degrees and distant 347 feet 8 1/2 inches from the south-eastern corner of the said portion 69; and bounded thence on the south by that side of that avenue bearing 278 degrees 209 feet 10 1/2 inches; on the south-west by a line bearing 342 degrees 22 minutes 30 seconds 1,038 feet 8 1/2 inches to the southern side of Eighteenth-avenue; on the north by that side of that avenue bearing 90 degrees 209 feet 10 1/2 inches; on the north-east by a line bearing 162 degrees 22 minutes 30 seconds 443 feet 1/2 inch; to the eastern boundary of the said lot 163; on the east by part of that boundary bearing 180 degrees 72 feet 9 1/2 inches to the south-eastern corner of that lot; again on the north by part of the northern boundary of the said portion 69 bearing 90 degrees 209 feet 10 1/2 inches; and again on the north-east by a line bearing 162 degrees 22 minutes 30 seconds 319 feet 4 1/2 inches to the point of commencement.—and said to be in the possession of E. J. Banks and others.

Also, all that piece or parcel of land situate in the City of Liverpool, parish of Cabramatta and county of Cumberland, being that part of portions 61 and 57 extending from the southern boundary of the said portion 61 to the south-eastern boundary of the said portion 57, shown in plan B annexed to Dealing F. 635,388 and lying within strips of land 100 feet wide on both sides of the centre line of the tramway line which intersects the said southern boundary of portion 61 at a point distant 362 feet 3 1/2 inches easterly from the north-western corner of lot 137, deposited plan 2,475, and bears north-westerly through a point on the said south-eastern boundary of the 4 acres 3 rods 11 perches parcel of land shown in plan B annexed to Dealing F. 635,388 bearing 49 degrees 21 minutes 20 seconds and distant 789 feet 15 inches from the angle formed in that boundary by lines bearing 329 degrees 21 minutes 20 seconds and 233 degrees 34 minutes 55 seconds as shown on that plan; but excluding thereout the land shown in plan annexed to Dealings 264,637 and 220,368 and plan annexed to Dealings 5,457, 59.—and said to be in the possession of Winesell Pty. Ltd. and others.

Also, all that piece or parcel of land situate in the Municipality of Fairfield, parishes of Melville and Cabramatta and county of Cumberland, being part of lots 3, 4 and 5, section 6, deposited plan 2,944: Commencing on the south-western side of Duff-road at a point bearing 312 degrees 30 minutes and distant 1,198 feet 1/2 inch from the intersection of that side of that road with the north-western side of Mulgoa-road; and bounded thence on the north-east by a line bearing 149 degrees 5 minutes 20 seconds 1,280 feet 9 1/2 inches to the said north-western side of Mulgoa-road; on the south-east by that side of that road bearing 210 degrees 45 minutes 30 seconds 227 feet 2 1/2 inches; on the south-west by a line bearing 329 degrees 5 minutes 20 seconds 2,060 feet to the said south-western side of Duff-road; and again on the north-east by that side of that road bearing 132 degrees 30 minutes 700 feet 6 1/2 inches to the point of commencement.—and said to be in the possession of G. Carvill and others.

Also, all that piece or parcel of land situate in the Municipality of Fairfield, parish of Melville and county of Cumberland, being part of lots C, D, E, F and G, deposited plan 30,440: Commencing on the north-western boundary of the said lot C at a point bearing 42 degrees 30 minutes and distant 230 feet 1/2 inch from the westernmost corner of that lot; and bounded thence on the north-west by part of that boundary bearing 42 degrees 30 minutes 208 feet 8 1/2 inches; on the north-east by a line bearing 149 degrees 4 minutes 40 seconds 1,377 feet 9 1/2 inches to the north-eastern side of Duff-road; on the south-west by that side of that road bearing 312 degrees 30 minutes 700 feet 1 1/2 inches; and again on the south-west by a line bearing 329 degrees 5 minutes 40 seconds 806 feet 4 1/2 inches to the point of commencement.—and said to be in the possession of G. Tomaszewski and others.

Also, all that piece or parcel of land situate in the Municipality of Fairfield, parish of Melville and county of Cumberland, being part of lots 109, 110, 111 and 112, deposited plan 31,359: Commencing on the south-eastern boundary of the said lot 109 at a point bearing 42 degrees 32 minutes and distant 230 feet 1/2 inch from the southernmost corner of that lot; and bounded thence on the south-west by a line bearing 329 degrees 5 minutes 10 seconds 702 feet 3 1/2 inches to the eastern side of Selkirk-avenue; on the west by that side of that avenue bearing 1 minute 20 seconds 389 feet 1/2 inch; on the north-east by a line bearing 149 degrees 5 minutes 10 seconds 976 feet 6 1/2 inches to the said south-eastern boundary of lot 109; and on the south-east by part of that boundary bearing 222 degrees 32 minutes 208 feet 7 1/2 inches to the point of commencement.—and said to be in the possession of J. T. Tins and others.

Also, all that piece or parcel of land situate in the Municipality of Fairfield, parish of Melville and county of Cumberland, being part of lots 104, 105, 107 and 108, deposited plan 31,359: Commencing on the western boundary of the said lot 104 at a point bearing 1 minute 20 seconds and distant 314 feet 3 1/2 inches from the southernmost corner of that lot; and bounded thence on the west by part of that boundary and part of the western boundary of the said lot 105 bearing in all 1 minute 20 seconds 389 feet 1/2 inch; on the north-east by a line bearing 149 degrees 5 minutes 10 seconds 1,080 feet 9 1/2 inches to the western side of Selkirk-avenue; on the east by that side of that avenue bearing 180 degrees 1 minute 20 seconds 389 feet 1/2 inch; and on the south-west by a line bearing 329 degrees 5 minutes 10 seconds 1,080 feet 9 1/2 inches to the point of commencement.—and said to be in the possession of Belmar Pty. Ltd. and others.

And also, all that piece or parcel of land situate in the City of Parrish, parishes of Melville and county of Cumberland, being part of lots 139 to 146 inclusive, deposited plan 32,140: Commencing on the northern boundary of the said lot 139 at a point bearing 269 degrees 56 minutes 30 seconds and distant 106 feet 4 inches from the north-eastern corner of that lot; and bounded thence on the north by part of that boundary and part of the northern boundary of the said lot 140 bearing in all 89 degrees 56 minutes 30 seconds 232 feet 9 1/2 inches; on the north-east by a line bearing 149 degrees 9 minutes 35 seconds 1,508 feet 7 1/2 inches to the eastern boundary of the said lot 144; on the east by part of that boundary; the eastern boundary of the said lot 145 and part of the eastern boundary of the said lot 146 bearing in all 180 degrees 6 minutes 20 seconds 368 feet 6 1/2 inches; and on the south-west by a line bearing 329 degrees 5 minutes 35 seconds 1,960 feet 1 1/2 inches to the point of commencement.—and said to be in the possession of R. J. McLean and others. Ma. 61, 139.

ADDRESS ALL MAIL TO  
STATE CROWN SOLICITOR  
BOX 25 S.P.O.  
STONEY, N.S.W.



29536

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STATE CROWN SOLICITOR'S OFFICE

217 MACQUARIE STREET  
SYDNEY, NEW SOUTH WALES

23 MAY 1966

IN REPLY PLEASE QUOTE  
No. 65/3682 KL:MS  
TELEPHONE: 4-004 EXT. 728-732  
2 0516

The Registrar General,  
Registrar General's Department,  
Prince Albert Road,  
SYDNEY.

Dear Sir,

Resumption (16th October, 1964) of  
easement for Sydney South-Sydney  
West No. 1 Electricity Transmission  
Line: Claim of Lealie Magree.  
Ref.: Dealing No. J476016.

Certificate of Title Volume 7367 Folio 64 was pro-  
duced by me on behalf of Messrs. Markham and Geikie,  
Solicitors of Liverpool to enable Resumption No. J476016  
to be endorsed thereon.

I am informed by Messrs. Markham and Geikie that  
this has been done and I hereby authorise and request you  
to release to Messrs. Galloway & Co., Law Stationers, the  
above Certificate of Title Volume 7367 Folio 64.

Messrs. Markham and Geikie have informed me that  
their client requires the above Certificate of Title  
urgently as he has sold the land.

Yours faithfully,

R. J. MCKAY,  
Crown Solicitor.

per: KL.

13 MAY 1966 80653

No. **J 476016**

Witnessed by

State Crown Solicitor,  
237 Macquarie Street,  
Sydney.

**NOTICE OF RESUMPTION**

*By Instrument for Transmission Linc 200 part 1000*  
Passed in S.O.B. as regards plans N, O, P, U and V. *15.5.64*  
Passed in S.O.B. as regards plans B, E, F, M and R. *14.12.64*  
Passed in S.O.B. as regards plans L and Q. *14.12.64*  
Passed in S.O.B. as regards plans A, C, G, H and I. *21.1.65*  
Particulars entered in Register Book Vol. 7522 Fol. 112 *25.8.65* *21.10.65*

on 21. 3. 1965 at 10 o'clock held in S.O.B. no. 7522/112. *14/1/65*

Eighty  
Registered... 31.10.1972  
*J. J. J.*  
REGISTRAR GENERAL

**REGISTRAR GENERAL**

*SIXTHLY*  
Particulars entered in Register Book Vol. 7527 Fol. 119  
the 17th day of March 1967 at 2  
o'clock in the afternoon.  
*J. J. J.*  
REGISTRAR GENERAL

**Particulars entered in Register Book.**

For the 17th day of March 1967  
in relation to plans N, O, P, U and V *6 January 1965*  
plans B, E, F, M and R *6 January 1965*  
plans L and Q *15 February 1965*  
plans A, C, G, H and I *18th January 1966*

day of January 1965  
at 12 minutes  
o'clock in the noon

*J. J. J.*  
REGISTRAR GENERAL

Finally on Plans Vol. 7522 Fol. 112  
Registered 31.10.1972  
*J. J. J.*  
REGISTRAR GENERAL

*1.1.65*  
Particulars entered in Register Book Vol. 7527 Fol. 119  
the 17th day of March 1967 at 2  
o'clock in the afternoon.  
*J. J. J.*  
REGISTRAR GENERAL

97-11R

**REQUEST**

Real Property Act 1900

0  
861895(A) **STAMP DUTY**  
If applicable.

Office of State Revenue use only

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

SEE SCHEDULE

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

SEE SCHEDULE

(D) **LODGED BY**

L.T.O. Box	Name, Address or DX and Telephone	Dealing Code
354L	STATE SEARCH Box A909 Sydney South 2000 Ph. 456-2207	
REFERENCE (max 15 characters):		ETA

(E) **APPLICANT** THE NEW SOUTH WALES ELECTRICITY TRANSMISSION AUTHORITY

(F) **REQUEST** The Registrar-General pursuant to Section 46C of the Real Property Act 1900, to record the NEW SOUTH WALES ELECTRICITY TRANSMISSION AUTHORITY as the proprietor of the estate and interest in the easements defined in the Schedule hereto, in respect of which the Electricity Commission of New South Wales is registered as proprietor, such estate and interest having been transferred to the New South Wales Electricity Transmission Authority by virtue of Clause 4 (1) of Schedule 2 to the Electricity Transmission Act, 1994.

RONALD BRUCE SMITH  
Authorised Agent of the New South Wales  
Electricity Transmission Authority.

c/s

CHECKED BY (office use only) . A. 9e

## SYDNEY SOUTH - SYDNEY WEST NO.1 330KV TRANSMISSION LINE

INDEX	PLAN	LOT	DP/CP	TITLE REF.	DEALING
20	P4223	567	2475	567/2475	J476016
		568	2475	568/2475	J476016
		569	2475	569/2475	J476016
		1	219698	1/219698	J476016
		1	219698	1/219698	GG 31-5-1963 FOL.1489/91
21	P4224	<del>465</del>	<del>2475</del>	<del>465/2475</del>	<del>J476016</del>
		466	2475	466/2475	J476016
		442	2475	} AC 2574-72	J476016
		443	2475		J476016
		444	2475	444/2475	J476016
445	2475	445/2475	J476016		
22	P4225	339	2475	339/2475	J476016
		340	2475	340/2475	J476016
		341	2475	341/2475	J476016
		342	2475	342/2475	H876664
		308	2475	308/2475	J476016
		309	2475	309/2475	J476016
		310	2475	310/2475	H876664
		311	2475	311/2475	J476016

(G)

STANDARD EXECUTION

0

861895

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

DATE 9-1-96

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

*M. D. Smith*

Signature of Witness

MARILYN DAWN SMITH

Name of Witness (BLOCK LETTERS)

9 ELIZABETH ST. BEROWRA HTS 2082

Address of Witness

*R. D. Smith*

Signature of Applicant

Authorised Agent of the New South  
Wales Electricity Transmission Authority

EXECUTION INCLUDING STATUTORY DECLARATION

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

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and Qualification of Witness

Signature of Applicant

**FINAL OCCUPATION CERTIFICATE NO. OC 154290**

Issued under Part 4A of the Environmental Planning and Assessment Act 1979  
Sections 109C(1)(C) and 109H (Occupation/Use of a New Building)

**APPLICANT**

Name: Mr R & Mrs K Mitchell  
C/- G Developments Pty Ltd  
Address: PO Box 600 Paradise Point QLD 4216  
Contact Details: Phone: (07) 5665 0088

**RELEVANT CONSENTS**

Consent Authority / Local Government Area: Liverpool City Council  
Complying Development Certificate No: CDC 154290  
Date of Complying Development Certificate: 18 September 2015

**PROPOSAL**

Address of Development: Lt 24, DP1184500  
20 Melrose St  
Middleton Grange NSW 2171  
Building Code of Australia Classification: Class 1a  
Type of Construction: N/A  
Scope of works covered by this Occupation Certificate: New Dwelling House  
Attachments: Schedule 1  
Fire Safety Schedule: N/A  
Exclusions: Nil  
Date of Application for Final Occupation Certificate: 08/12/15  
Date Application Received: 08/12/15

**PRINCIPAL CERTIFYING AUTHORITY**

**John Parkinson** for and on behalf of  
**City Plan Gosford Pty Ltd**

**ACCREDITATION NUMBER**

**BPB0317**

*That I, John Parkinson, as the certifying authority, for and on behalf of City Plan Gosford P/L certify that:*

- *A current Complying Development Certificate is in force for the building;*
- *A Complying Development Certificate has been issued with respect to the plans and specifications for the building;*
- *The building is suitable for occupation or use in accordance with its Classification under the Building Code of Australia;*
- *Where required, a Final Fire Safety Certificate has been issued for the building;*
- *Where required, a report from the Commissioner of Fire Brigades has been considered.*

DATED THIS 14<sup>th</sup> DAY OF MARCH 2016



John Parkinson  
Senior Building Regulations Consultant



Policy Number : HBCF15008539

Policy Date : 18/09/2015

## Statement of Cover

G Developments NSW Pty Ltd

Suite 8 84 Brisbane Road

LABRADOR 4215

MASTER BUILDERS QUEENSLAND

INSURANCE SERVICES

18 CENTRAL PARK AVENUE

ASHMORE QLD 4214

**Note: This document contains an extract of details kept on the HBCF Certificates Register. To confirm the authenticity of this document as proof of a valid contract of insurance, please visit the Certificates Register at [www.hbcf.nsw.gov.au](http://www.hbcf.nsw.gov.au). The Certificates Register will also notify you if any claims have been made on this insurance cover and any other relevant information.**

### CERTIFICATE IN RESPECT OF INSURANCE RESIDENTIAL BUILDING WORKS BY CONTRACTORS

A contract of insurance complying with sections 92 and 96 of the *Home Building Act 1989* (the Act) has been issued by the NSW Self Insurance Corporation who is responsible for management of the Home Building Compensation Fund.

In respect of	New Single Dwelling Construction
At	20 Melrose Street Middleton Grange
Homeowner	Ronald Michael Mitchell & Kathryn Jane Mitchell
Carried out by	G Developments NSW Pty Ltd
Licence Number	257206C
Contract Sum	\$284,604.00
Contract Date	09/02/2015
Premium Paid	\$2,050.29

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary.

This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the Home Building Compensation Fund website at [www.hbcf.nsw.gov.au](http://www.hbcf.nsw.gov.au)

Issued on the 18/09/2015

Issued by Calliden Insurance Limited

On behalf of **NSW Self Insurance Corporation (ABN 97 369 689 650)**

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

**Ref.:** MITCHELL. K & R:87320  
**Ppty:** 182874

**Cert. No.:** 3323

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

**Receipt No.:** 4474585  
**Receipt Amt.:** 53.00  
**Date:** 20-Jan-2020

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 24 DP 1184500

**Street Address:** 20 MELROSE STREET, MIDDLETON GRANGE NSW 2171

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

**Note: Commonly Used Abbreviations:**

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



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

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

LEPs:

**Liverpool LEP 2008**

SEPPs\*:

**SEPP No. 33 – Hazardous and Offensive Development**  
**SEPP No. 50 – Canal Estate Development**  
**SEPP No. 55 – Remediation of Land**  
**SEPP No. 62 – Sustainable Aquaculture**  
**SEPP No. 65 – Design Quality of Residential Flat Development**  
**SEPP (Building Sustainability Index: BASIX) 2004**  
**SEPP No. 70 – Affordable Housing (Revised Schemes)**  
**SEPP (Infrastructure) 2007**  
**SEPP (Mining, Petroleum Production and Extractive Industries) 2007**  
**SEPP (Miscellaneous Consent Provisions) 2007**  
**SEPP (State and Regional Development) 2011**  
**SEPP (Education Establishments and Child Care Facilities) 2017**  
**SEPP (Vegetation in Non-Rural Areas) 2017**  
**SEPP No 19 – Bushland in Urban Areas**  
**SEPP No 21 – Caravan Parks**  
**SEPP No 30 – Intensive Agriculture**  
**SEPP No 44 – Koala Habitat Protection**  
**SEPP (Exempt and Complying Development Codes) 2008**  
**SEPP No 64 – Advertising and Signage**  
**SEPP (Affordable Rental Housing) 2009**  
**SEPP (Housing for Seniors or People with a Disability) 2004**

Deemed SEPPs\*:

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

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

Draft LEPs:

**N/A**

Draft SEPPs\*:

**Draft SEPP (Competition) 2010**

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

**Liverpool DCP 2008**

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

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

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

**R1 General 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; Home businesses; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Recreation facilities (Indoor); Recreation facilities (outdoor); Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Serviced apartments; Shop top housing**

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

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

**Additional Use - Use of certain land at Middleton Grange in Zone R1**

- (1) This clause applies to land in Zone R1 General Residential at Middleton Grange.  
(2) Development for the purpose of residential accommodation (other than dual occupancy) is permitted with consent.

(e) If a dwelling house is a permitted use, are there any principal development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house?

No

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

No

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

No

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

No

### 3. Complying development

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

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

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

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

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

Nil

#### 4. Coastal protection\*

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

No

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

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

No

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

Not applicable

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

Has the owner (or any previous owner) of the land consented, in writing, that the land is subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection



services that relate to existing coastal protection works (within the meaning of section 553B of that Act)?

No

**5. Mine subsidence\***

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

No

**6. Road widening and road realignment**

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

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

No

(b) An EPI?

No

(c) A resolution of the council?

No

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

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

Hazard/Risk	Adopted Policy	Does this hazard/risk policy apply to the land?
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

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

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

## 7A. Flood related development controls information

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

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?

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.

*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 2009**

## 9A. Biodiversity certified land\*

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

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? \*

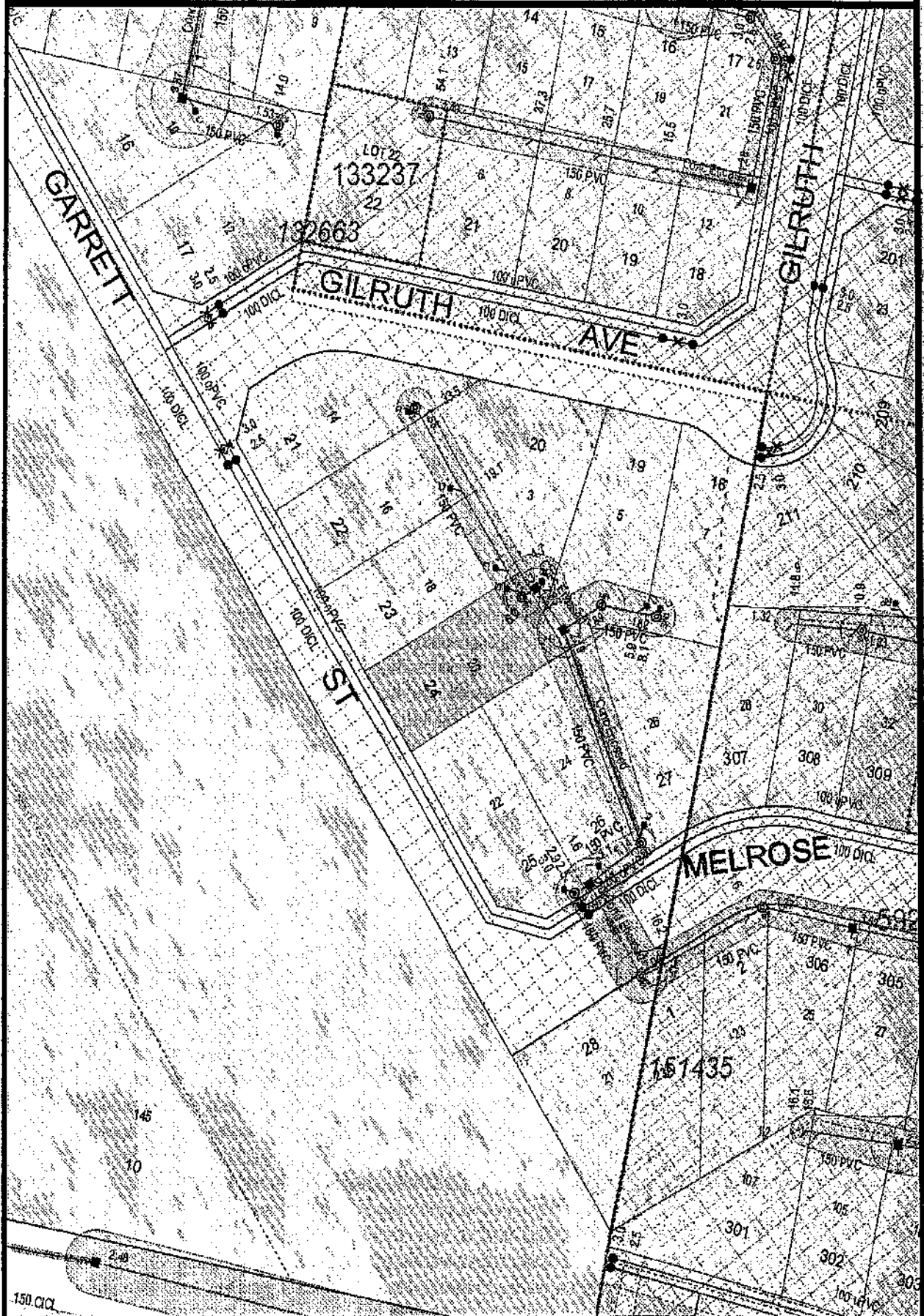
**No**

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



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

# SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF LIVERPOOL  
 Lot No. 24 House No. 20

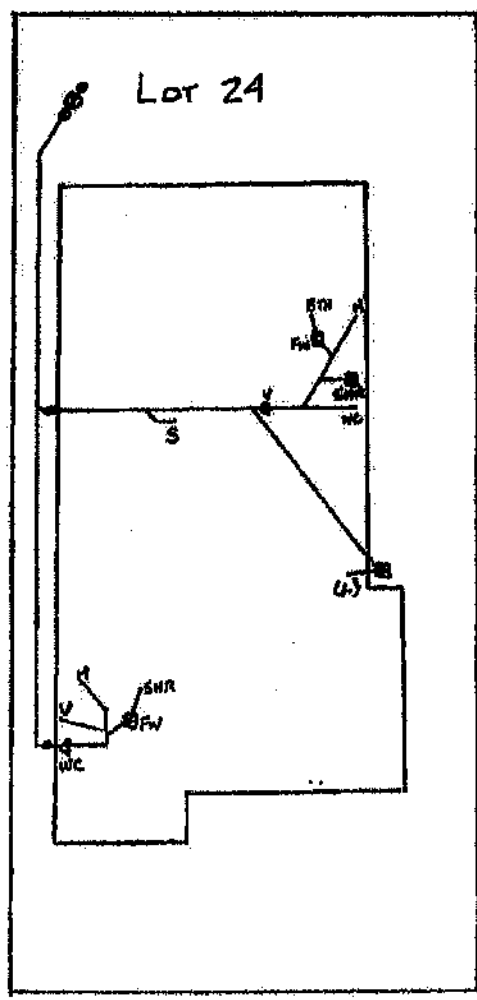
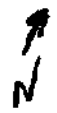
SUBURB OF MIDDLETON GRANGE  
 STREET MELROSE ST.

SSD SCALE: 1:200

INDICATES - DRAINAGE FITTINGS		SYMBOLS AND ABBREVIATIONS				INDICATES - PLUMBING FIXTURES & ON FITTINGS		ELEC.			
	Manhole		Gully		CO	Close off		Sd	Shut		
	Chamber		Reflex Valve		OV	Vert Pipe		Ssr	Shower		
	Lamp hole		Injection opening		T(L)	Trough laundry		DWM	Debiting machine		
	Boundary Trap		Vertical Pipe		S	Sink (Kitchen)		FW	Floor waste gully		
	Inspector Shaft		Inlet Pipe		WC	Water Closet		CWM	Clutch-washing machine		
	PI		Man Flap		WB.	Bath Waste		SS	Sink Bar		
	Gross Interceptor		Wading Point		H	Hot		LS	Sink Laboratory		
	Sewer Treatment Plant		Signal Junction		AAV	Air Admittance Valve		LF Reducer			
	Trench Manht. Start		Vertical Junction	INDICATES - PLUMBING ON MORE THAN ONE LEVEL							Pump Unit
	Maintenance Shaft		On back Junction								BVP
											Boundary Valve with SW
											Alarm Control Panel
											LP Stop Valve
											LP Air Valve
											HEV Flow Monitor
											Vacuum Chamber
											Flushing Point

Licence No. 1431C  
 Permit/COC No. EO23266  
 Signature [Signature] Date 19-10-15

Licence No. ....  
 Permit/COC No. ....  
 Signature ..... Date .....



MELROSE STREET



Fair Trading

CERTIFICATE OF COMPLIANCE - for Plumbing and Drainage Work

Please supply requested information correct and neatly

Owner's Copy

Serial No. E023268

PROPERTY & OWNERS DETAILS

House No: 20, Street: MELROSE, Suburb: MIDDLETON GRANGE, Postcode: 2171, Lot No: 24, SP No: 1184500, Nearest Cross Street: Melrose, Owner's Name: Mitchell, Full Address: Lot 24 Melrose St Middleton Grange

LICENCEE'S DETAILS

Full Name: Damian Moon, Address for Notices: 30 Glendenning Road GLENDENNING NSW 2781, Phone No: 0439355040, Qualified Supervisor No., Expiry Date, Licence No: 1431C, Expiry Date: 14/05/2017

WORK OF WATER SUPPLY

Give full Description of Work to be carried out

- Install Water Supply (checked), Install Irrigation System, On-site Alternative Water Services, Install/Commission/Maintenance of Thermostatic Mixing Valve, Connection to water supply, Install, alter, disconnect or remove a backflow prevention device, Other: Rainwater tank by others (checked)

PLUMBING WORK TO COMPLY WITH [checked] PCA [ ] ALTERNATIVE SOLUTION [ ] COMBINED

WORK OF SANITARY PLUMBING/DRAINAGE AND SUPPLY DRAINAGE PLAN

Give full Description of Work to be carried out

- Carry out work of sanitary plumbing/drainage (checked), Connection to Sewer (checked), Sewer Disconnection, Carry out Trade Waste, Other

DRAINAGE WORK TO COMPLY WITH [checked] PCA [ ] ALTERNATIVE SOLUTION [ ] COMBINED

SEWERAGE/WATER SERVICE INSPECTION FEE

Date Fee Paid: 12/10/2015, Date of Commencement of Work: 12/10/2015, Estimate Date of Completion: 12/10/2016, Amount: 511.00, Reference No: AA201521436, Work Completed On:

I Damian Moon, Lic No 1431C certify the following matters for submission to the Regulator:

- a) I am the responsible person as that defined in the Plumbing and Drainage Act 2011. That is, I am the holder of the relevant contractor licence or supervisor certificate.
b) The work was carried out by or under the supervision of me as the responsible person.
c) Where required by section 11 of the Plumbing and Drainage Act 2011, I have given written notice of any identified pre-existing defective plumbing and/or drainage work Yes [ ] N/A [ ]
d) The work is code compliant in that it complies with the Plumbing Code of Australia and any other standard prescribed by the regulations.
e) If any defect is found to be carried out by me within a period of two (2) years or within the time specified by the Regulator, from the date of the final inspection, and the Regulator certifies by written notice that in their opinion the defect is due to fault workmanship or defective materials, then I undertake to rectify such work at my sole expense, if directed by the Regulator within time specified by the Regulator.