

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Professionals Narellan Shop 11/38 Exchange Parade, Smeaton Grange, NSW 2567	Phone: 46230380
co-agent		
vendor	Rebecca Louise Phillips	
vendor's solicitor	McAneny Lawyers 363 Princes Highway, WOONONA NSW 2517 DX 27003 Woonona	Phone: 02 4284 8033 Email: gena@maclawyers.com.au Fax: 02 4285 1051 Ref: SM:GM:21297
date for completion land (address, plan details and title reference)	42nd day after the contract date 44 Woodland Crescent , Narellan, New South Wales 2567 Registered Plan: Lot 160 Plan DP 250226 Folio Identifier 160/250226	(clause 15)
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<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 an **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 checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <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"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 lease (with every relevant memorandum or variation) <input type="checkbox"/> 16 other document relevant to tenancies <input type="checkbox"/> 17 licence benefiting the land <input type="checkbox"/> 18 old system document <input type="checkbox"/> 19 Crown purchase statement of account <input type="checkbox"/> 20 building management statement <input type="checkbox"/> 21 form of requisitions <input type="checkbox"/> 22 <i>clearance certificate</i> <input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 32 property certificate for strata common property <input type="checkbox"/> 33 plan creating strata common property <input type="checkbox"/> 34 strata by-laws <input type="checkbox"/> 35 strata development contract or statement <input type="checkbox"/> 36 strata management statement <input type="checkbox"/> 37 strata renewal proposal <input type="checkbox"/> 38 strata renewal plan <input type="checkbox"/> 39 leasehold strata - lease of lot and common property <input type="checkbox"/> 40 property certificate for neighbourhood property <input type="checkbox"/> 41 plan creating neighbourhood property <input type="checkbox"/> 42 neighbourhood development contract <input type="checkbox"/> 43 neighbourhood management statement <input type="checkbox"/> 44 property certificate for precinct property <input type="checkbox"/> 45 plan creating precinct property <input type="checkbox"/> 46 precinct development contract <input type="checkbox"/> 47 precinct management statement <input type="checkbox"/> 48 property certificate for community property <input type="checkbox"/> 49 plan creating community property <input type="checkbox"/> 50 community development contract <input type="checkbox"/> 51 community management statement <input type="checkbox"/> 52 document disclosing a change of by-laws <input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 54 document disclosing a change in boundaries <input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 56 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 57 disclosure statement - off the plan contract <input type="checkbox"/> 58 other document relevant to the off the plan contract
<p>Home Building Act 1989</p> <input type="checkbox"/> 24 insurance certificate <input type="checkbox"/> 25 brochure or warning <input type="checkbox"/> 26 evidence of alternative indemnity cover	<p>Other</p> <input type="checkbox"/> 59
<p>Swimming Pools Act 1992</p> <input type="checkbox"/> 27 certificate of compliance <input type="checkbox"/> 28 evidence of registration <input type="checkbox"/> 29 relevant occupation certificate <input type="checkbox"/> 30 certificate of non-compliance <input type="checkbox"/> 31 detailed reasons of non-compliance	

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

WARNING—SMOKE ALARMS

The owners of certain types of buildings and strata lots must have smoke alarms (or in certain cases heat alarms) installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

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 & 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 ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th 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"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 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.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 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 *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by 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 of 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 at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –

- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is 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 –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
- certificate of title* 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;
- completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
- conveyancing rules* the rules made under s12E of the Real Property Act 1900;
- discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
- ECNL* the Electronic Conveyancing National Law (NSW);
- effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
- electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
- electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;

<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*.

Additional clauses forming part of this contract

between: **Rebecca Louise Phillips** (vendor)

and: (purchaser)

SPECIAL CONDITIONS

Clause 24.3.3 of this contract is deleted.

Conflicting Provisions

- 33** The terms of the printed Agreement to which these special conditions are annexed shall be read subject to the following special conditions. If there is a conflict these special conditions shall prevail. The parties agree that should any provision be held to be contrary to law, void or unenforceable then such provision shall be severed from this Agreement and such remaining provisions shall remain in full force and effect.

Real Estate Agents

- 34** 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, 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.

Entire Agreement

- 35**
- a. The purchaser acknowledges that he does not rely on any warranty or representation made by the vendor or the vendor's agent except as are expressly provided for in this contract (including the annexures hereto);

- b. The purchaser further acknowledges that he has relied entirely upon his own enquiries and inspections made before entering into this contract;
- c. The purchaser acknowledges the terms and conditions stipulated in this contract form the whole of the agreement between the vendor and the purchaser and that no reliance is to be placed on any letter, document or correspondence whether oral or in writing as amending or adding to the terms and conditions stipulated in this contract.

No warranty

36 No warranty or representation is made by the vendor as to the accuracy or completeness of the disclosure materials.

Notice to Complete

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

- a. The vendor shall be at liberty at any time prior to the expiration of the Notice to withdraw the Notice without prejudice to their continuing right to give any further such notice.

Late completion Liquidated Damages

38 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 as a result of the default of the purchaser, then:-

38.1 Without prejudice and in addition to any other remedies available to the vendor, the purchaser will pay liquidated damages to the vendor on completion.

38.2 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 10% per annum calculated on daily balances, commencing on the Completion date and continuing until completion of this Contract. This interest is a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of purchase money due and payable on completion, and a further sum of \$550.00 (including GST) for the vendor's additional legal costs associated with the purchaser's failure to complete on time.

- 38.3** The liquidated damages payable under 38.2 are agreed by the parties to be a genuine pre-estimate of the vendor's actual damages.

Settlement Costs

39 In the event the vendor is required by the purchaser to attend settlement at a place Other than at the vendors Solicitors office or that of the vendors discharging Mortgagee or their agent, the purchaser shall pay the vendors costs incurred by such attendance. The purchaser agrees the vendors costs noted at \$88.00.

- a.** If the purchaser's representative, for whatsoever reason, fails to attend when arranged or cancels settlement on the completion date without giving the vendor's Solicitor notice of at least one (1) day, the purchaser will, at the actual settlement, pay to the vendor's Solicitor or representative the sum of \$88.00 (including GST) together with any of the vendor's agency fees incurred in respect of the said cancelled settlement.

Condition and State of Repair of Property

40

40.1 The purchaser warrants to the vendor that it has inspected:

40.1.1 The property;

40.1.2 The Annexures;

40.1.3 The Section 10.7(2)&(5) Certificate;

40.1.4 The Drainage Diagram; and

40.1.5 Any other documents relevant to the property attached to this contract.

40.2 Based on those inspections the purchaser is satisfied as to the nature, quality, condition and state of repair of the property and accepts the property as it is and subject to all defects (latent or patent) and all dilapidation and infestation.

40.3 The purchaser may not make any objection, requisition or claim or delay completion or rescind or terminate this contract because of anything in connection with:

40.3.1 The neighbourhood in which the property is located;

40.3.2 The state of repair of the property and improvements;

40.3.3 The suitability of the property or improvements for any use including the conduct of a business or any development or redevelopment;

40.3.4 The financial return or income to be derived from the property;

40.3.5 Loss, damage, dilapidation infestation, mechanical breakdown or reasonable wear and tear which may affect the property between the date of this contract and completion;

40.3.6 There being or not being an easement or other right in respect of a service or the lack of services;

40.3.7 Any encroachments by or on the property;

40.3.8 The roof or surface water drainage being connected to the sewers;

40.3.9 The existence or non-existence of any environmental hazard or contamination;

- 40.3.10** Any boundary of the property not being fenced or any fence not being on the correct boundary;
 - 40.3.11** Any matter disclosed in this Contract; or
 - 40.3.12** The condition or existence or non-existence of services.
- 40.4** The purchaser represents and warrants to the vendor that, because of the purchaser's own inspection and enquiries, the purchaser is satisfied about the purpose for which the property may be used and about all restrictions and prohibitions on its development.
- 40.5** The purchaser acknowledges that they are purchasing the property:
- 40.5.1** In its present condition and state of repair;
 - 40.5.2** Subject to all defects latent and patent;
 - 40.5.3** Subject to any infestations and dilapidation;
 - 40.5.4** Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
 - 40.5.5** Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land;
 - 40.5.6** Subject to the present condition of any chattels or things or improvements included in this contract subject to fair wear and tear.

Capacity

- 41** 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:
- 41.1** 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
 - 41.2** 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.

Reduced deposit

- 42** The vendor agrees to accept the deposit of \$ _____ in lieu of the ten percent (10%) deposit only whilst the Purchaser continues to perform his obligations pursuant to the Contract for Sale. Immediately upon any default by the Purchaser, the balance of the ten percent (10%) deposit will become payable and the Vendors rights pursuant to clause 9.1 hereof shall be to recover a deposit equivalent to ten percent (10%) of the purchase price.

43 Requisitions on Title

The purchaser agrees that the only form of requisitions on title that the purchaser may make pursuant to clause 5 shall be those requisitions contained and annexed to this contract.

Finance

- 44** The purchaser confirms and warrants to the vendor that credit is not required for payment of the purchase price for the property OR the purchaser confirms and warrants to the vendor that the purchaser has at the date hereof obtained approval for credit to finance the purchase of the property the subject of this Contract on terms which are reasonable to the purchaser.

Adjustments

- 45** In the event that the outgoings and/or other payable amounts are not adjusted correctly on settlement, the purchaser undertakes to reimburse the vendor the appropriate amount upon demand. This clause does not merge on completion.

Release of deposit

- 46** Notwithstanding any provision to the contrary herein contained, the Purchaser shall permit the whole or part of the deposit paid herein to be released to the Vendor forthwith or at any time prior to completion for the sole purpose of the Vendor applying the amount released towards the purchase of an alternate property or for the payment of Stamp Duty in respect of such purchase.

Swimming Pool

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

AUCTION SPECIAL CONDITIONS

Conditions of sale of land 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 or livestock:
 - (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;
 - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
 - (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 vendor;
 - (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) Subject to subclause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announces 'vendor bid'.
-

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3. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
- (a) More than one vendor bid may be made to purchase interest of a co-owner;
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
 - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
-

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: **Rebecca Louise Phillips**
Purchaser:
Property: **44 Woodland Crescent, Narellan**
Dated:

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
 - (a) Have the provisions of the Local Government Act, the Environmental Planning and

Assessment Act 1979 and their regulations been complied with?

- (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
17. If a swimming pool is included in the property:
 - (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
18.
 - (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
 - (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
 - (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?
22.
 - (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other property pass through the property?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

24. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



FOLIO: 160/250226

SEARCH DATE	TIME	EDITION NO	DATE
9/8/2021	3:47 PM	6	1/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO. CONTROL OF THE RIGHT TO DEAL IS HELD BY AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED.

LAND

LOT 160 IN DEPOSITED PLAN 250226
AT NARELLAN
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF NARELLAN COUNTY OF CUMBERLAND
TITLE DIAGRAM DP250226

FIRST SCHEDULE

REBECCA LOUISE PHILLIPS (TZ AI584868)

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 F213126 RIGHT OF CARRIAGEWAY AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
Z41115 THE APPURTENANT RIGHT OF CARRIAGEWAY HAS BEEN RELEASED IN SO FAR AS IT AFFECTS LOT 1 IN DP233953
- 3 F213126 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE RIGHT OF WAY 66' WIDE SHOWN WITHIN LOTS 1 AND 2 IN DP233953
- 4 N866302 COVENANT
- 5 DP250226 RESTRICTION(S) ON THE USE OF LAND
- 6 AI584869 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS


UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

D 6 250226 P

14. Owners of all lots in this subdivision are to be registered in the Land Transfer Office as of the date of registration of this plan and the names of all persons who are to be registered in the Land Transfer Office as of the date of registration of this plan are as follows:

W. L. I.
D. L. I.

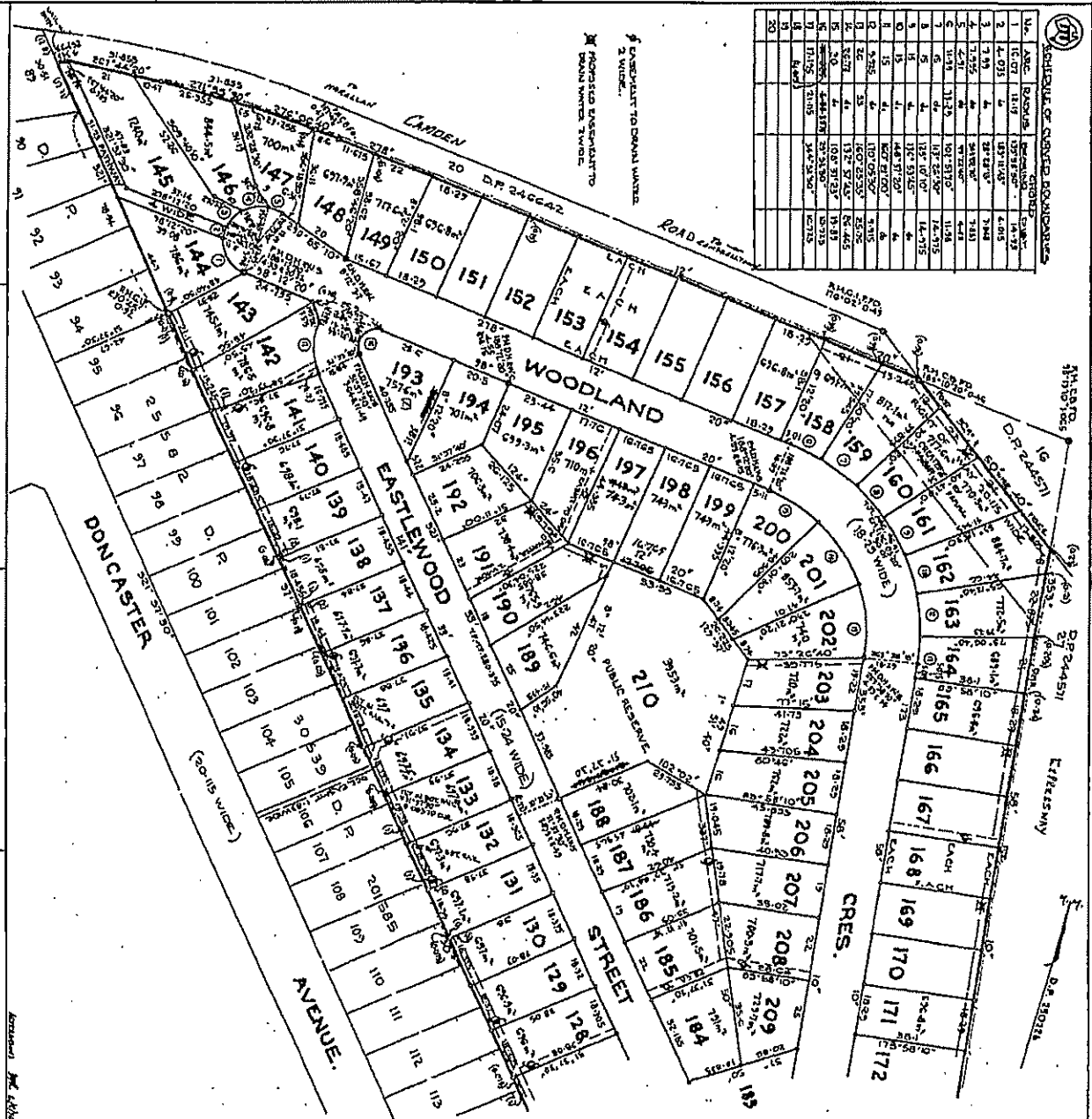


①② SCHEDULE OF REGISTERED ROAD RESERVES

No.	ABCC	Reserve	Section	Area	Remarks
1	16.07	1.17	159.81/2	4.015	14.73
2	16.03	4	157.15/2	7.844	14.73
3	7.95	4	212.22/2	7.844	14.73
4	7.95	4	212.22/2	7.844	14.73
5	11.13	11.25	102.97/2	11.8	14.73
6	1	2	157.22/2	7.844	14.73
7	1	2	157.22/2	7.844	14.73
8	1	2	157.22/2	7.844	14.73
9	1	2	157.22/2	7.844	14.73
10	1	2	157.22/2	7.844	14.73
11	1	2	157.22/2	7.844	14.73
12	1	2	157.22/2	7.844	14.73
13	1	2	157.22/2	7.844	14.73
14	1	2	157.22/2	7.844	14.73
15	1	2	157.22/2	7.844	14.73
16	1	2	157.22/2	7.844	14.73
17	1	2	157.22/2	7.844	14.73
18	1	2	157.22/2	7.844	14.73
19	1	2	157.22/2	7.844	14.73
20	1	2	157.22/2	7.844	14.73

ORIGINAL PLANS NOT AVAILABLE
 ENHANCED COPY FROM THE MICROFILM
 LIST THE BEST AVAILABLE

Corrections Certificate
 I hereby certify that the copy of the plan shown above is a true and correct copy of the original plan as submitted to me for registration on the 15/10/2019.
 I have been satisfied with the copy and the copy is correct in accordance with the provisions of the Land Transfer Act 1924.
 Dated this 15/10/2019.
 Registrar-General



Plan Drawing only to appear in this space

1. This plan is to be registered in the Land Transfer Office as of the date of registration of this plan and the names of all persons who are to be registered in the Land Transfer Office as of the date of registration of this plan are as follows:

W. L. I.
D. L. I.

OFFICE USE ONLY

D. P. 250226 (E) 1

Regulation 8 (1)(a)-(1)(b) 1975

CA 75/10 OF 24.6.1975

The Shire of TORRENS

Propose SUBDIVISION

of the PARISH AND CAMPBELLTOWN S.H.16

Lot(s) D.P.244571, D.P.245542, D.P.70395

PLAN OF SUBDIVISION IN D.P. 570395

Block 11, 1000
 Torrens in Torrens

Sub/Plan
 CAMDEN

Location
 NARELLAN

Public
 NARELLAN

County
 CUMBERLAND

The holder of this plan is: 2
 Doreen E. Kettlewell

1. Detailed Particulars of the Subdivision:
 The subdivision is of 24 lots, each of 77.2m² or thereabouts, situated in Block 11, 1000 Torrens in Torrens, and is bounded by the following:
 North by the 100m wide road known as NARELLAN ROAD, 20m wide.
 East by the 100m wide road known as EASTLEWOOD ROAD, 20m wide.
 South by the 100m wide road known as DONCASTER AVENUE, 20m wide.
 West by the 100m wide road known as STREET, 20m wide.

2. It is intended to dedicate:
 (1) WOODLANDS CRES. 16.23m wide
 (2) EASTLEWOOD ST. 19.24m wide
 (3) DONCASTER AVE. 20.15m wide
 (4) ROAD 15.24m wide
 (5) PATHWAY 4m wide
 (6) IT IS INTENDED TO DEDICATE LOT 20 TO THE PUBLIC AS PUBLIC RESERVE.

3. PROVISION TO BE MADE FOR THE CONVEYANCE OF WATER TO THE LOTS IN THIS SUBDIVISION. IT IS INTENDED TO GRANT:
 (1) EASEMENTS TO DRAIN WATER FROM LOTS 128 TO 209 TO LOT 193.
 (2) EASEMENTS TO DRAIN WATER FROM LOTS 128 TO 209 TO LOT 193.
 (3) EASEMENTS TO DRAIN WATER FROM LOTS 128 TO 209 TO LOT 193.

4. IT IS INTENDED TO GRANT EASEMENTS TO DRAIN WATER FROM LOTS 128 TO 209 TO LOT 193.

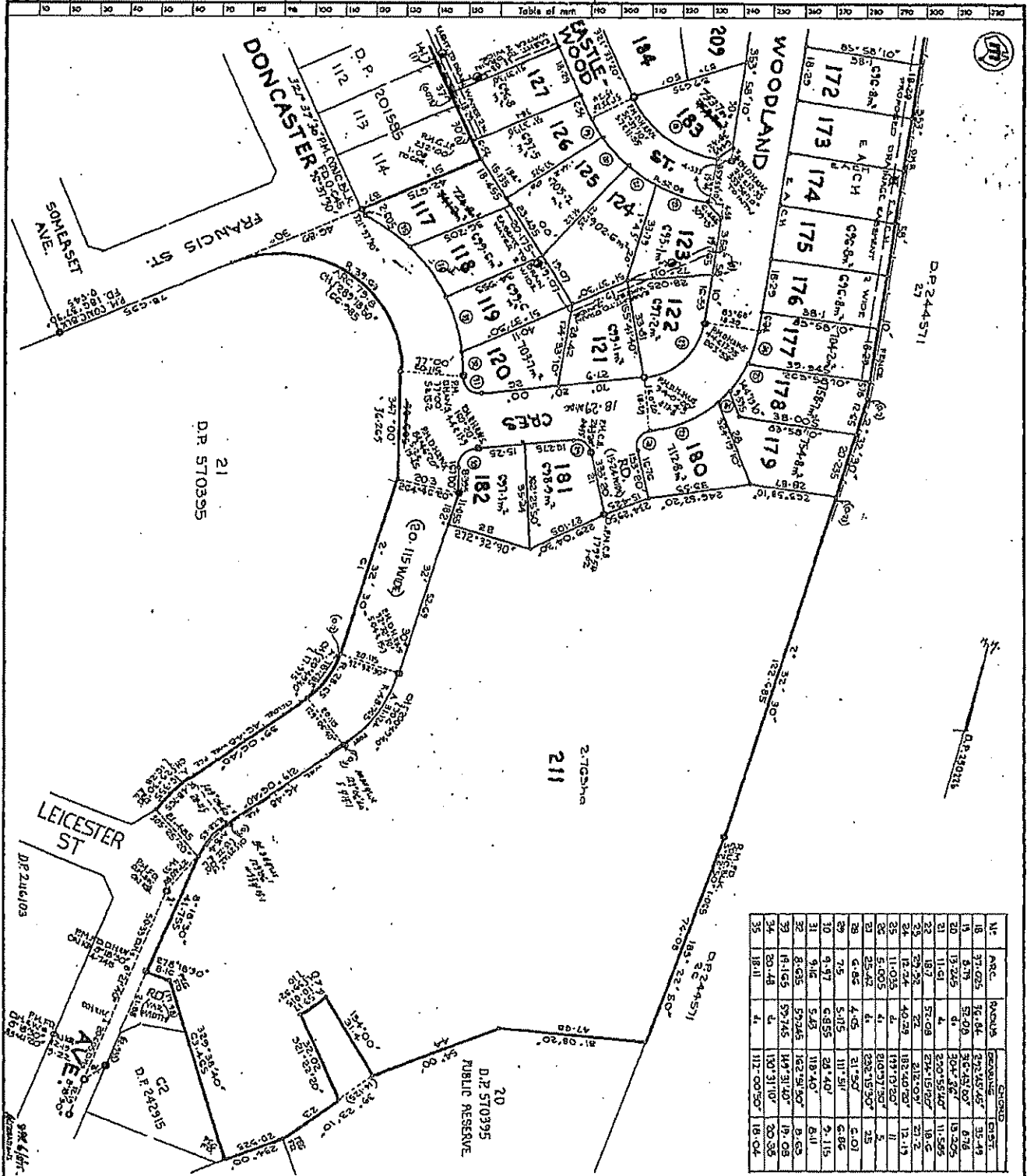
INSTRUMENT FILED AS P 199108

D 6 52055P 5/5

PLAN FORM 3 To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY



Plan Drawing only to appear in this space

REDUCED REFERENCE C754

D.P. 250226

Requester: [Signature]

This is sheet 2 of my plan in 2 sheets dated

[Signature]

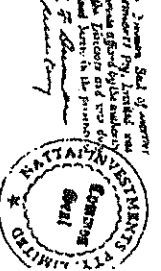
Surveyor registered under Surveyors Act 1978.

This is sheet 2 of the plan of 2 sheets covered by my Certificate No. 75/10 of 24-6-75.

[Signature]

Council Clerk

Signatures and seals only



W. B. [Signature]

D 6 52055P 5/5



P 3 9 9 9 0 8

R. Kofee

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED
 TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.**
 (Sheet 1 of 2 Sheets)

PART.

PLAN : DP250226



Subdivision covered by
 Council Clerk's Certificate
 75/10
 Nattai Investments Pty. Limited.
 C/- Greenwood Challoner & Co.,
 109 Pitt Street,
 SYDNEY.

Full name and address of
 proprietor of the land.

1. Identity of easement
 firstly referred to in
 abovementioned plan.

Easement to drain water 2 wide.

Schedule of lots affected.

<u>Lots burdened.</u>	<u>Lots, name of roads benefited.</u>
118	117
119	117, 118
120	117, 118, 119
121	117, 118, 119, 120
122	117, 118, 119, 120, 121.
123	117, 118, 119, 120, 121, 122.
127	126
128	126, 127, 129, 130, 131.
129	130, 131.
130	131
139	138
140	138, 139
141	138, 139, 140, 142, 143, 144.
142	138, 139, 140, 141, 143, 144
143	138, 139, 140, 141, 143, 144
132	131
133	131, 132
134	131, 132, 133 Doncaster Ave. 135, 136, 137, 138.
135	136, 137, 138.
136	137, 138.
137	138.
188	210
187	210, 188
186	210, 188, 187
185	210, 188, 187, 186, 184 Eastwood St.
208	210, 188, 187, 186, 185, 184 Eastwood St.
191	190 Eastwood St.
196	190, 191 Eastwood St.
154	Woodland Crescent.
167	Woodland crescent

This is sheet 1 of a 2 sheet instrument



W. Johnston Director
E. F. Duncan Secretary

The Common Seal of NATTAI INVESTMENTS PTY. LIMITED was hereunto affixed by the authority of the Directors and was duly attested hereto in the presence of

ORIGINAL PLAN IS NOT AVAILABLE
 ENHANCED COPY FROM THE MICROFILM
 IS THE BEST AVAILABLE

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

(Sheet 2 of 2 Sheets)

PLAN :

DP250226

Subdivision covered by
Council Clerk's Certificate
75/10

2. Identity of restriction

Secondly referred to in Restriction as to user.
abovementioned plan.

Schedule of lots affected.

Lots burdened.

Lots benefited.

each lot

every other lot.

Part, 2.

Terms of restriction as to user secondly referred to.

No fence shall be erected on lots in the aforesaid mentioned plan subject to this restriction to divide any of the lots from the adjoining land owned by Nattai Investments Pty. Limited without the consent of Nattai Investments Pty. Limited but such consent shall not be withheld if such fence is erected without expense to Nattai Investments Pty. Limited and the person having the right to vary or modify this covenant is the registered proprietor.

Name of the person empowered to release, vary or modify restriction
secondly referred to in abovementioned plan.

Nattai Investments Pty. Ltd. or such person or persons or company or Companies nominated by it under the seal for that purpose.

The common seal of Nattai Investments
Pty. Limited was herewith affixed by
order of the Board and in the presence of:

E. F. Dorman
.....
Secretary

M. Ashton
.....
Director.



R.P. 13. No. 1145 1950
 New South Wales.

MEMORANDUM OF TRANSFER
 REAL PROPERTY ACT, 1900.

FERS:—
 Lodgment ...
 Endorsement ...
 Certificate ...

126

15/2/50

JOHN LENLÉE FITZPATRICK of Campbelltown, Dairy Farmer (herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of Six thousand five hundred pounds (£5000. 0. 0 (the receipt whereof is hereby acknowledged) paid to me by **JOEL KIRKPATRICK** of Narellan, Dairy Farmer (herein called transferee)

do hereby transfer to the said transferee subject to the reservation hereinafter set out and annexed hereto marked "A" all such my Estate and Interest in All the land mentioned in the schedule following:

County	Parish	Reference to Title (c)			Description of Land (if part only)
		Whole or Part	Vol.	Folio	
CUMBERLAND	NARELLAN	PART	5384	165	being the whole of the land comprised in the plan hereto annexed marked "A".

Reserving unto the Transferor full and free right as appurtenant to the rest of the land comprised in the above Certificate of Title a right of carriage to pass and regress over the piece of land above described and marked "A" and the transferor covenants with the transferee, or rather the registered proprietor for the time being of the land hereinafter described covenant with the said Transferor his executors administrators and assigns other than purchaser's on sale, so long as the residue of the land comprised in Certificate of Title Volume 5384 Folio 165 shall be owned by the Transferor his executors administrators and assigns other than purchaser's on sale, no fence shall be erected on the land herein transferred to divide it from the said residue of the land in Certificate of Title Volume 5384 Folio 165 without the consent of the said Transferor his executors administrators and assigns other than purchaser's on sale but such consent shall not be withheld if the fence shall be erected without expense to the Transferor his executors administrators and assigns other than purchaser's on sale in favour of any person dealing with the transferee his executors administrators and assigns such consent shall be deemed to have been given in respect of any fence for the time being erected the benefit of this covenant shall be appurtenant to the residue of the land comprised in Certificate of Title Volume 5384 Folio 165. The burden of this covenant is upon the land hereinafter transferred by this instrument. The aforesaid covenant may be released varied or modified by the registered proprietor for the time being of the residue of the land comprised in Certificate of Title Volume 5384 Folio 165.

Signed at Campden the twenty eighth day of February 1950.

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

Washington Connally
John L. Lynch

Signed

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

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Washington Connally
John L. Lynch

Transferee(s)

PLAT FILED IN
 PLAN ROOM AS F.P.
 368667

NOTICE: If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and retained any period (not to exceed 10 years) after the date of registration.

ORIGINAL

Municipality/State of CAMDEN.

Certificate of New Road or Subdivision

LOCAL GOVERNMENT ACT, 1919, SEC. 337, ORDINANCE No. 31, FORM 1

Certificate No. 173.

COUNCIL CHAMBERS,

CAMDEN.

17th February, 1950.

APPLICANT

(Name) WARRINGTON CONNOLLY & CO., (Surname First)

(Address) 12 O'CONNELL STREET, SYDNEY.

OWNER

(Name) BRYAN GLENLEE FITZPATRICK, (Surname First)

(Address) "GLENLEE", NARELLAN.

NEW ROAD (Particulars)

SUBDIVISION (Particulars) Subdivision of land comprised of part of land in (1) and C.T. Volume 5384, Folio 165, Parish of Narellan, County of Cumberland, comprising 236a.3r.18p. and residue, and right-of-way 66 ft. wide, being access to residue, and formerly forming part of Lot C, D.P.19858.

CERTIFICATE

I hereby certify that the requirements of the Local Government Act 1919, (other than the requirements for the registration of plans) have been complied with by the above-named applicant in relation to the proposed Subdivision above described and more particularly set out in the accompanying plan bearing the Council's seal and marked "Covered by Council Clerk's Certificate No. 173 of 17.2.50."

R.B. Musar

EASEMENT

Excepting and reserving therout unto the said Bryan Glenlee Fitzpatrick in fee simple all mines veins and seams of coal and ironstone and all other mines minerals and metals lying and being within or under the said lands hereby transferred together with full liberty and power for the said Bryan Glenlee Fitzpatrick his heirs and assigns and his and their lessees agents and workmen and all other persons by his or their authority or permission now or hereafter at any time and from time to time to enter upon the said lands or any part thereof to search for, dig, raise, make merchantable carry away and dispose of the said coal, ironstone and other mines minerals and metals and with full liberty and power to make, sink maintain and use all such pits, shafts, levels, drains, water-courses reservoirs ways and other works and to construct, erect, maintain and use all such spoil-banks, railroads, tramways and other roads, bridges, buildings, works, engines, machinery and conveniences whatsoever and to do all such things in, under, upon, through or over the said lands or any part thereof as may be necessary or convenient for all of the purposes aforesaid making from time to time nevertheless to the said Noel Kirkpatrick his executor, administrators and assigns and his lessees and tenants reasonable and adequate compensation for all damage thereby done or occasioned to the said lands or any erection, building, engine, machinery or thing now being or hereafter to be

therein or thereon. AND the Transferor DOETH HEREBY TRANSFER AND GRANT to the said transferee all of all such my estate and interest in the land mentioned in the schedule on page one of this memorandum of Transfer and free right of carriage way as appurtenant to the land comprised in the said schedule of title Volume 338 Page 266 to pass and repass over the piece of land one chain wide and marked 'proposed right-of-way' on plan lodged with dealing No. F19081b and registered as Miscellaneous Plan No. 10.

SIGNED by the said BRYAN GLENLEE FITZPATRICK who is personally known to me -

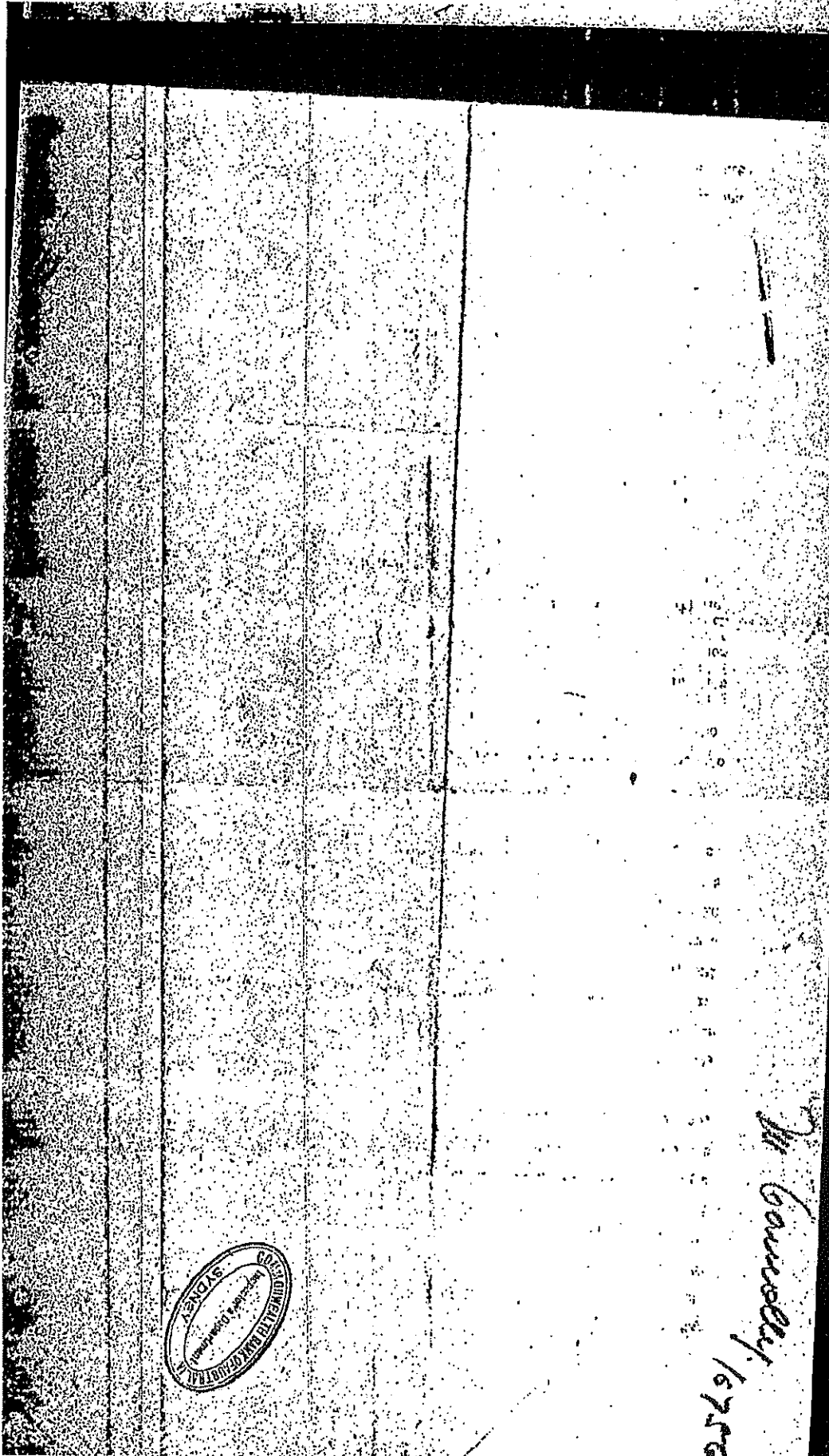
Warrington Connally
Debitor
of the

B.G. Fitzpatrick
to be done
on the 10th/8/98

SIGNED by the said NOEL KIRKPATRICK who is personally known to me -

Warrington Connally
Debitor
of the

N. Kirkpatrick
Warrington Connally



Thereafter but without prejudice to my rights and liabilities as regards the balance of the land comprised in this mortgage, and as against the Mortgagor and all sureties (if any) and the property comprised in any other security or document.

This consent is appropriate only to a transfer of part of the land in the Certificate of Title or Crown Grant. The mortgage should be made a formal discharge where the land transferred is the whole of the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at Sydney this 25th day of March 1950
 Signed in my presence by *[Signature]*
 who is personally known to me
 by and on behalf of The Commercial Banking Company of Sydney Limited
 by *[Signature]* its Attorney
 and *[Signature]* its duly constituted Attorneys who are personally known to me

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)
 Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. 53650 and in the Land Titles Office Miscellaneous Register under the authority of which he has they have just executed the within instrument.

Signed at Sydney the twenty-fifth day of March 1950
 Signed in the presence of *[Signature]* *[Signature]*

CERTIFICATE OF J.P. &c. MAKING DECLARATION OF ATTESTING WITNESS.

Appeared before me at Sydney the 25th day of March 1950, one thousand nine hundred and fifty, the attesting witness to this instrument signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said *[Name]* is over handwriting, and that he was of sound mind and freely and voluntarily signed the same.

Strike out unnecessary parts. Add any other matter necessary to show that the power is effective.
 To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Land or other functionary before whom the attesting witness appears. Not required if the instrument itself is signed or acknowledged before one of these parties.

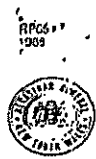
LEAVE THESE SPACES FOR DEPARTMENTAL USE	INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH
	<i>[Initials]</i>	<i>[Handwritten details]</i>	To be filled in by person lodging dealing.
	Checked by <i>[Signature]</i>	Particulars entered in Register Book, Volume 5384 Folio 165.	1. <i>[Signature]</i>
	Passed (in S.D.B.) by <i>[Signature]</i>	Signed by <i>[Signature]</i> on the 25th day of March 1950 at <i>[Time]</i> minutes past <i>[Time]</i> o'clock in the <i>[Time]</i> noon.	2. <i>[Signature]</i>
		3. <i>[Signature]</i>	
		4. <i>[Signature]</i>	
		5. <i>[Signature]</i>	
		6. <i>[Signature]</i>	
		7. <i>[Signature]</i>	

PROGRESS RECORD

	Initial	Date
Sent to Survey Branch...		
Received from Records...	<i>[Initials]</i>	<i>[Date]</i>
Draft written ...	<i>[Initials]</i>	<i>[Date]</i>
Draft examined...	<i>[Initials]</i>	<i>[Date]</i>
Diagram prepared ...	<i>[Initials]</i>	<i>[Date]</i>
Diagram examined ...	<i>[Initials]</i>	<i>[Date]</i>
Draft forwarded ...	<i>[Initials]</i>	<i>[Date]</i>
Supt. of Engravers ...	<i>[Initials]</i>	<i>[Date]</i>
Cancellation Clerk ...	<i>[Initials]</i>	<i>[Date]</i>
Vol. 6206	Fol. 83	

F.213127 to follow

EXECUTION OUTSIDE NEW SOUTH WALES.
 If the parties be resident without the State, but in any (other part of the British Dominions) the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part, or such other person as the Chief Justice of New South Wales may appoint.
 If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.
 If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister, Charge d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to each declaration), or such other person as the said Chief Justice may appoint.
 The fees are:—Upon lodgment (a) 15/-, if accompanied by the relevant title or evidence of production thereof, (b) 1/- otherwise. This fee includes any consent on the Certificates. In addition the following fees are payable:—(c) 5/- for each additional Certificate included in the Transfer, (d) 1/- for each new Certificate of Title issued, (e) 5/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (f) 5/- where partial discharge of a mortgage is entered on the Transfer, (g) 2/6 for more than one simple diagram or any diagram other than a simple diagram.
 Tenants in common must receive separate Certificates.
 If part only of the land is transferred a new Certificate must issue for that part, and the old Certificates will be retained in the Office. A new Certificate may be taken out for the residue if desired.



OFFICE USE ONLY

2
04815

REQUEST
REAL PROPERTY ACT, 1990

WIFE RENEWED R
PAID UP CASH 11/5/90
ON 17/7/90
"C.R.F.P.K."

Q 1 of 1	R 1/1
\$ 44	

FOR COPIES SEE RENEWAL'S & "C.R.F.P.K."

DESCRIPTION OF LAND
Note (a)

Tenure & Title Reference	If part only, define whole and give date	Location
Folio Identifier 1/233953 (Current Title is Certificate of Title Volume 10731 Folio 164)	WHOLE	Narellan

REGISTERED DEALING
Note (b)

Type of Dealing	Registered Number	Tenure Title Reference
Right of Carriageway	F213126	Folio Identifier 1/233953 (Current Title is Certificate of Title Volume 10731 Folio 164) FOR DOMINANT TENEMENTS SEE SCHEDULE "A"

REGISTERED PROPRIETOR
Note (c)

...EDWARD JAMES FRAZER of Mareshead Road, Narellan, N.S.W., Company Director...

(The abovesigned applicant) being the registered proprietor of the land above described hereby requests the Registrar General to

note that on 27/4/90 the Supreme Court of New South Wales (Equity Division) in Action No. 1974 of 1990 ordered that the above right of carriageway be wholly extinguished and to expunge the above dealing from the above Folio Identifier (see attached sealed copy of Court Order entered 11/5/90).

OFFICE USE ONLY

DATE 23rd May 1990

EXECUTION
Note (e)

I hereby certify this dealing to be correct for the purposes of the Real Property Act, 1990. Signed in my presence by the applicant who is personally known to me.

Signature of Witness
Name of Witness (BLOCK LETTERS)
27811 Castlereagh St Sydney
Address and Occupation of Witness
SOLICITOR

Signature of Applicant
Edward James Frazer

TO BE COMPLETED BY LODGING PARTY
Notes (f) and (g)

44
S

LODGED BY REMEDIOS & MARTIN SOLICITORS 12 CASTLEREAGH STREET, SYDNEY, DX 150 (TEL: 223-1035)		LOCATION OF DOCUMENTS	
Ref. No. Delivery Box Number 730J		OR	OTHER
		in duplicate	Notwith.
			in L.T.O. with
		Produced by	
Checked E.A.H.	Presed RFB	REGISTERED AS REGARDS ANNEWARE'S "D", "G", "H", "I" 6 AUG 1990	Secondary Directories
Signed	Date Recd	AS REGARDS ANNEWARE'S "C", "E", "F", "K" 7 AUG 1990	Delivery Directories

"A"			
SCHEDULE OF LANDS BENEFITTED BY THE			
RIGHT OF CARRIAGEWAY CREATED BY INSTRUMENT NO. F13126			
AFFECTING LOT 1 IN DP233953 (E.I. 1/233953)			
LOTS	17 TO 210	INCLUSIVE	IN DP250226
LOTS	5 TO 8	INCLUSIVE	IN DP255607
LOTS	11 TO 28	INCLUSIVE	IN DP258624
LOTS	30 TO 34	INCLUSIVE	IN DP260822
LOTS	123 TO 135	INCLUSIVE	IN DP2748671
LOT	13		IN DP287348
LOT	20		IN DP2970395
LOTS	99 TO 105	INCLUSIVE	IN DP30539
LOTS	82 TO 87	INCLUSIVE	IN DP201585
LOTS	106 TO 114	INCLUSIVE	IN DP201585



'B'

IN THE SUPREME COURT OF NEW SOUTH WALES
EQUITY DIVISION
SYDNEY REGISTRY
NO. 1974 OF 1990

THE APPLICATION OF
EDWARD JAMES FRAZER

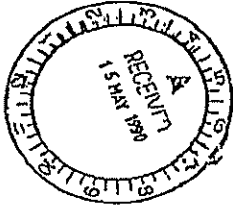
The Court orders that the right
of carriageway created by Transfer
dealing F213126 insofar as it affects
part of the Plaintiff, Edward James
Frazer's land being Lot 1 in
DP233953 and being part of the
land in Folio Identifier 1/233953
(Volume 1C731 Folio 164 is the
current Certificate of Title for
this computer folio) be wholly
extinguished.

ORDER

ORDERED:
Filed: 27 April 1990
ENTERED:

REMEDIOS & MARTIN
Solicitors
12 Castlereagh Street
Sydney NSW 2000

Tel: 223.1055
OX 150 Sydney



Lo Hwy 27/4
MORRE GARDNER

OFFICE USE ONLY

FORM 1006



RI

2
041115 *E*

REQUEST
 REAL PROPERTY ACT, 1900

NOTE: THIS IS A REQUEST FOR A REGISTERED INSTRUMENT
 IN THE REGISTER

Q	1	1		R	4
\$	44				

DESCRIPTION OF LAND
 Note (a)

Former Title Reference	If part only, delete Whole and give details	Location
Folio Identifier 1/233953 (Current Title is Certificate of Title Volume 10731 Folio 164) <i>SEE OVER</i>	WHOLE	Narallan

REGISTERED INSTRUMENT
 Note (b)

Type of Instrument	Registered Number	Former Title Reference
Right of Carriageway	F213126	Folio Identifier 1/233953 (Current Title is Certificate of Title Volume 10731 Folio 164) D

IN CASE OF DISAPPOINTMENT
 Note (c)

EDWARD JAMES FRAZER of Messrshead Road, Narallan, N.S.W., Company Director

(The above-named applicant) being the registered proprietor of the land above described hereby requests the Registrar General to

note that on 27/4/90 the Supreme Court of New South Wales (Equity Division) in Action No. 1974 of 1990 ordered that the above right of carriageway be wholly extinguished and to expunge the above dealing from the above Folio Identifier (see attached sealed copy of Court Order entered 11/5/90).

OFFICE USE ONLY

OVER.

Note (d)

DATE *23rd May 1990*

10731

EXECUTION
 Note (e)

I hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900, signed in my presence by the applicant who is personally known to me.

Signature of Witness
 Name of Witness (in BLOCK LETTERS)
273
 Address and Occupation of Witness

Signature of Applicant

TO BE COMPLETED BY LODGING PARTY
 Notes (f) and (g)

1116
S

LOANED BY		LOCATION OF DOCUMENTS	
Mr. M. D. J. & Mrs. J. M. J. SOLICITORS 12 CASTLEBROUGH STREET, SYDNEY, N.S.W. 150 (TEL: 223-1333)		OF OTHER	Herewith In L.T.O. with Produced by
Dist. No. Delivery Date Number 730J	Issued RFB 7 AUG 1990	Security Division	Delivery Division
Checked Signed	Issued Date		

OFFICE USE ONLY

241115

✓

RP 88A

OFFICE USE ONLY

REGISTRATION DIRECTION ANNEXURE 'C'



Use this also only for Second Schedule directions.
 DO NOT USE BOTH SIDES OF THE FORM

SECOND SCHEDULE AND OTHER DIRECTIONS

(1) FOLIO IDENTIFIER	(2) DIRECTION	(3) INSTRUMENT TYPE	(4) DEALING NUMBER	(5) DETAILS
117 to 136/250226 INCLUSIVE	UNDR ON	EA UA	F213126	<i>The appurtenant right of carriage way has been released insofar as it affects lot 1 in DP 233953</i>
117 to 137/250226	CT		NOCT	
129 to 136/250226	CT		NOCT	
117 to 136/250226	CT			

OFFICE USE ONLY

REGISTRATION



2
04115

REQUEST
 LOCAL PROPERTY ACT, 1990

FILED BY: R
 \$ 44
 R /

DESCRIPTION OF LAND
 Note (a)

Torrens Title Reference	If partly, state Volume and page details	Location
Folio Identifier 1/233953 (Current Title is Certificate of Title Volume 10731 Folio 164) <i>SEQUEST</i>	WHOLE	Narellan

ACQUIRED DEALING
 Note (b)

Type of Dealing	Registered Number	Torrens Title Reference
Right of Carriageway	F213126	Folio Identifier 1/233953 (Current Title is Certificate of Title Volume 10731 Folio 164) D

REFERENCE TO INSTRUMENT
 Note (c)

EDWARD JAMES FRAZER, of Messrshead Road, Narellan, N.S.W., Company Director

(The abovesigned applicant) being the registered proprietor of the land above described hereby requests the Registrar General to

note that on 27/4/90 the Supreme Court of New South Wales (Equity Division) in Action No. 1974 of 1990 ordered that the above right of carriageway be wholly extinguished and to expunge the above dealing from the above Folio Identifier (see attached sealed copy of Court Order entered 11/5/90).

OFFICE USE ONLY
OVER.

Note (d)

DATE *27th Nov 1990*

EXTENSION
 Note (e)

I hereby certify this dealing to be correct for the purposes of the Land Property Act, 1990. Signed in my presence by a person who is personally known to me.

Signature of Witness
 Name of Witness (BLOCK LETTERS)
 273
 Address and Occupation of Witness

Signature of Applicant

TO BE COMPLETED BY LOANING PARTY
 Note (f) and (g)

TO BE COMPLETED BY LOANING PARTY		LOCATION OF DOCUMENTS	
LOANED BY KENNEDY & CO SOLICITORS 12 CASTLECREAGH STREET, SYDNEY, N.S.W. 150 (TEL: 283-1935) Ref. No. Delivery Box Number: <i>150J</i>		CT <i>1</i>	OTHER Herewith In 1, 1/3 with Produced by
Checked <i>PLM</i>	Passed <i>AF</i>	REGISTERED 	Secondary Directions Delivery Directions
Signed Date 8 AUG 1990			

OFFICE USE ONLY

Z41115

RP 88A

OFFICE USE ONLY

REGISTRATION DIRECTION ANNEXURE "D"



Use this side only for Second Schedule directions.
 DO NOT USE BOTH SIDES OF THE FORM

SECOND SCHEDULE AND OTHER DIRECTIONS

(A) FOLIO IDENTIFIER	(B) DIRECTION	(C) NOTIN TYPE	(D) DEALING NUMBER	(E) DETAILS
137 to 156/250226 (RESERVE)	UNDR ON	EA UA	FR13126	The apparent right of carriage has been retained in its full effect let in DP 333953
C57	NOT			

OFFICE USE ONLY

1995
1999



115

2
041115

REQUEST
REAL PROPERTY ACT, 1900

1100 04/05/90 R
04/05/90 1100
11/7/90

Q 11 of 1	R 1/1
\$ 114	

DESCRIPTION OF LAND
Note (a)

Terrane Title Reference	If part only, delete words and give details	Location
Folio Identifier 1/233953 (Current Title is Certificate of Title Volume 10731 Folio 164) <i>SEE OVER</i>	WHOLE	Narellan

DESCRIPTION OF LAND
Note (b)

Type of Dealing	Registered Number	Terrane Title Reference
Right of Carriageway	F213126	Folio Identifier 1/233953 (Current Title is Certificate of Title Volume 10731 Folio 164) D

DISCRETIONARY PROVISION
Note (c)

EDWARD JAMES FRAZER of Moxness Road, Narellan, N.S.W., Company Director

(The abovesigned applicant) being the registered proprietor of the land above described hereby requests the Registrar General to

note that on 27/4/90 the Supreme Court of New South Wales (Equity Division) in Action No. 1274 of 1990 ordered that the above right of carriageway be wholly extinguished and to expunge the above dealing from the above Folio Identifier (see attached sealed copy of Court Order entered 11/5/90).

Note (d)

OFFICE USE ONLY
OVER

DATE 23rd May 1990

EXECUTION
Note (e)

I hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.
Signed in my presence by the applicant who is personally known to me.

Signature of Witness
Name of Witness (BLOCK LETTERS)
Address and Occupation of Witness

273

TO BE COMPLETED BY LODGING PARTY
Notes (f) and (g)

LODGED BY R.L.M. DUNN & SONS SOLICITORS 12 CASTLECREAGH STREET, SYDNEY, N.S.W. 150 (TEL: 222-1033)		LOCATION OF DOCUMENTS	
Ref. No. (Delivery Data Number) 700J		CR	OTHER
Checked P.W.	Passed R.F.S.	HERESWITH	In L.T.O. with
Signed	Initials	Produced by	
RECEIVED BY 7 AUG 1990		Secretary (Initials)	
		Delivery (Initials)	

OFFICE USE ONLY

OFFICE USE ONLY

1998
1998



7
CALLS

REQUEST
REAL PROPERTY ACT, 1900

1998 244-00 R Q11 of 1 R //
 1998 10/10/1998
 02 1792
 \$ 44

DESCRIPTION OF LAND Item (a)

Term in Title Reference	If part only, delete Whole and give details	Location
Folio Identifier 1/233953 (Current Title is Certificate of Title Volume 10731 Folio 164) <i>SEE OVER</i>	WHOLE	Narellon

REGISTERED DEALING Note (b)

Type of Dealing	Registered Number	Torrens Title Reference
Right of Carriageway	F213126	Folio Identifier 1/233953 (Current Title is Certificate of Title Volume 10731 Folio 164) D

REGISTERED INSTRUMENT Note (c)

EDWARD JAMES FRAZER of Mareshead Road, Narellon, N.S.W., Company Director

(The abovesigned applicant) being the registered proprietor of the land above described hereby requests the Registrar General to

note that on 27/4/90 the Supreme Court of New South Wales (Equity Division) in Action No. 1974 of 1990 ordered that the above right of carriageway be wholly extinguished and to expunge the above dealing from the above Folio Identifier (see attached sealed copy of Court Order entered 11/5/90).

OFFICE USE ONLY

OVER

Note (d)

DATE *23rd May 1990*

EXECUTION Note (e)

I hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900, signed in my presence by the applicant who is personally known to me.

Signature of Witness

Name of Witness (BLOCK LETTERS)

273

Address and Occupation of Witness

Signature of Applicant

TO BE COMPLETED BY LODGING PARTY
Notes (f) and (g)

PLH
S

OFFICE USE ONLY

LOANED BY			LOCATION OF DOCUMENTS		
REGINALD R. SMITH SOLICITORS 12 CASTLEBROUGH STREET, SYDNEY, N.S.W. 150 (TEL: 222-1935) Ref. No. 730J Copy No. 1			CF	OTHER	Herewith,
					In L.T.O. with
					Produced by
Checked <i>PLH</i>	Passed <i>RFB</i>	REGISTERED 10	Secondary Deeds		
Signed <i>PLH</i>	1 Aug 1990	7 AUG 1990	Deputy Deeds		

Z41115 4

RP 80A

OF THE U.S. ONLY

REGISTRATION DIRECTION ANNEXURE "F"

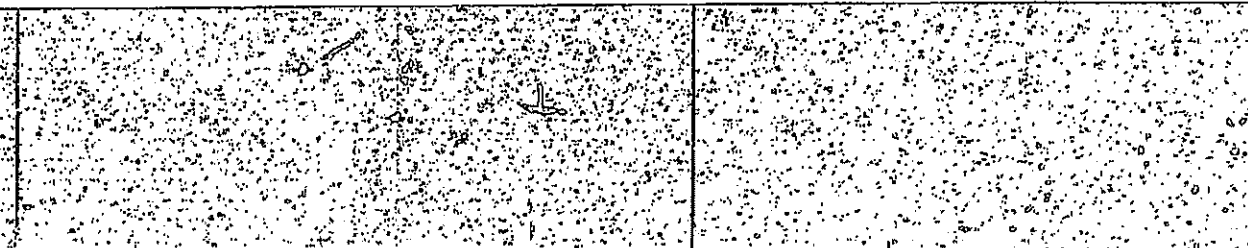


Use this side only for Second Schedule directions.

DO NOT USE BOTH SIDES OF THE FORM

SECOND SCHEDULE AND OTHER DIRECTIONS

(A) FOLIO IDENTIFIER	(B) DIRECTION	(C) NOTES TYPE	(D) DEALING NUMBER	(E) DETAILS
177 to 196/250226 (INCLUSIVE.)	UNDR ON	EA DA	F213126	The applicant's right of way has been released in favour of its lot 1 in DP 233953
CST	Noct			



OFFICE USE ONLY

FORM 1988



10

2
041115

REQUEST
REAL PROPERTY ACT, 1900

1 of 1
\$ 44 R/1

DESCRIPTION OF LAND
Note (a)

Terrans Title Information	If part only, note the whole and give details	Location
Folio Identifier 1/233953 (Current Title is Certificate of Title Volume 10731-Folio 164) <i>SEE OVER</i>	WHOLE	Narellan

REGISTERED DEALING
Note (b)

Type of Dealing	Registered Number	Terrans Title Reference
Right of Carriageway	F213126	Folio Identifier 1/233953 (Current Title is Certificate of Title Volume 10731 Folio 164) D

REGISTERED PROPRIETOR
Note (c)

EDWARD JAMES FRAZER of Moxeshead Road, Narellan, N.S.W., Company Director

(The abovesigned applicants being the registered proprietor of the land above described hereby requests the Registrar General to

Note (d)

note that on 27/4/90 the Supreme Court of New South Wales (Equity Division) in Action No. 1974 of 1990 ordered that the above right of carriageway be wholly extinguished and to expunge the above dealing from the above Folio Identifier (see attached sealed copy of Court Order entered 11/5/90).

OFFICE USE ONLY
OVER

DATE *23rd May 1990*

EXECUTION
Note (e)

I hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900, signed in my presence by the applicant who is personally known to me.

Signature of Witness

Name of Witness (in BLOCK LETTERS)

273
Address and Occupation of Witness

Signature of Applicant

TO BE COMPLETED BY LOCATING PARTY
Notes (f) and (g)

JMF
S

OFFICE USE ONLY

LOANED BY			LOCATION OF DOCUMENTS		
R.L.W. DSO & CO SOLICITORS 12 CASTLEBROUGH STREET, SYDNEY, DX 150 (TEL: 223-1555)			GT	OTHER	
Ref. No. Delivery Date Number <i>730J</i>				<i>Quintessence</i>	Known to
Checked	Passed	REGISTERED			In L.T.O. with
<i>JMF</i>	<i>RF3</i>	8 AUG 1990	Secondary Directions		Produced by
Signed	Exhibited		Delivery Instructions		

OFFICE USE ONLY

11/15/90



7
2041115

REQUEST
 (REAL PROPERTY ACT, 1900)

11/15/90 R
 11/15/90 R
 11/15/90 R

Q	1	of	1	R
\$	44			

DESCRIPTION OF LAND
 Note (a)

Folio or Title Reference	If not only, delete Whole and give details	Location
Folio Identifier 1/233953 (Current Title is Certificate of Title Volume 10731-Folio 164) <i>SEE OVER</i>	WHOLE	Narellan

REGISTERED DEALING
 Note (b)

Type of Dealing	Registered Number	Tenants Title Reference
Right of Carriageway	F213126	Folio Identifier 1/233953 (Current Title is Certificate of Title Volume 10731 Folio 164)

REGISTERED INSTRUMENT
 Note (c)

EDWARD JAMES FRAZER of Mareshead Road, Narellan, N.S.W., Company Director

(The abovesigned applicant) being the registered proprietor of the land above described hereby requests the Registrar General to

note that on 27/4/90 the Supreme Court of New South Wales (Equity Division) in Action No. 1974 of 1990 ordered that the above right of carriageway be wholly extinguished and to expunge the above dealing from the above Folio Identifier (see attached sealed copy of Court Order entered 11/5/90).

Note (d)

OFFICE USE ONLY

OVER

DATE *23rd Nov 1990*

EXECUTION
 Note (e)

I hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900. Signed in my presence by the applicant who is personally known to me.

Signature of Witness

Name of Witness (BLOCK LETTERS)

273

Address and Occupation of Witness

Signature of Applicant

TO BE COMPLETED BY LODGING PARTY

Notes (f) and (g)

OFFICE USE ONLY

LODGED BY ROSLIND I S. SMITH SOLICITORS 12 CASTLEREAGH STREET, SYDNEY, DX 150 (TEL: 223-1755)		LOCATION OF DOCUMENTS OF OTHER	
Ref. No. / Delivery Box Number <i>730J</i>		Herewith in L.T.O. with Produced by	
Checked <i>AW</i>	Vested <i>RF3</i>	REGISTERED 6 AUG 1990	Secondary Signatures Delivery Signatures

B

Z41115

6

RP 88A

OFFICE USE ONLY

REGISTRATION DIRECTION ANNEXURE "H"



Use this side only for Second Schedule directions.
 DO NOT USE BOTH SIDES OF THE FORM

SECOND SCHEDULE AND OTHER DIRECTIONS

(a) FOLIO IDENTIFIER	(b) DIVISION	(c) HOLEN TYPE	(d) DEALING NUMBER	(e) DETAILS
137028/258624 <i>(UND)</i>	UNDR	EA	E213126	
307033/260822 <i>(UND)</i>	UN	UA		<i>The aforementioned right of carriage way has been released in accordance with s67(1) of DP223953</i>

U/T Noct

OFFICE USE ONLY

HPG
1998



BB

2
041115

REQUEST
 RE: REAL PROPERTY ACT, 1990

SEE REG-2 R
 1/1 of 1
 \$ 44
 R

DESCRIPTION OF LAND
 Note (a)

Forrens Title (Numerical)	If part only, delete Whole and give details	Location
Folio Identifier 1/233953 (Current Title is Certificate of Title Volume 10731 Folio 164) SEE OVER	WHOLE	Narellan

REGISTERED DEALING
 Note (b)

Type of Dealing	Registered Number	Torrens Title Reference
Right of Carriageway	F213126	Folio Identifier 1/233953 (Current Title is Certificate of Title Volume 10731 Folio 164) D

REGISTERED PROPRIETOR
 Note (c)

EDWARD JAMES FRAZER, of Moreshead Road, Narellan, N.S.W., Company Director

(The abovesigned applicant) being the registered proprietor of the land above described hereby requests the Registrar General to

note that on 27/4/90 the Supreme Court of New South Wales (Equity Division) in Action No. 1974 of 1990 ordered that the above right of carriageway be wholly extinguished and to expunge the above dealing from the above Folio Identifier (see attached sealed copy of Court Order entered 11/5/90).

Note (d)

OFFICE USE ONLY

OVER

DATE 23rd May 1990

EXECUTION
 Note (e)

I hereby certify this dealing to be correct for the purposes of the Real Property Act, 1990.
 Signed in my presence by the applicant who is personally known to me.

Signature of Witness

Name of Witness (BLOCK LETTERS)

273
 Address and Occupation of Witness

Signature of Applicant

TO BE COMPLETED BY LODGING PARTY
 Note (f) and (g)

MLH
S

LOADED BY		LOCATION OF DOCUMENTS	
REMINDER OF ATTENTION SOLICITORS 12 CASTLEBROUGH STREET, SYDNEY, DX 150 (TEL: 223-1935) Ref. No. 730J Delivery Box Number		CT In C.T.O. with	OTHER In L.T.O. with
Checked	Passed	Secondary Directories	Produced by
Registered	Excluded	Delivery Directories	
REGISTERED 7 AUG 1990			

241115 1

RP 88A

OFFICE USE ONLY

REGISTRATION DIRECTION ANNEXURE "J"



Use this side only for Second Schedule directions.

DO NOT USE BOTH SIDES OF THE FORM

SECOND SCHEDULE AND OTHER DIRECTIONS

(1) FOLD IDENTIFIER	(2) DIRECTION	(3) INSTRUMENT TYPE	(4) DEALING NUMBER	(5) DETAILS
34/260822	UNDR	EA	F213126	
13/787348	ON	UA		The appurtenant right of carriage way has been released in so far as it affects lot 1 in DP 233953.
49/30539				
827087/201585 (old)				
10770114/201585 (new)				
123124125/248671	UNDR	RE		The appurtenant right of carriage way created by F213126 has been released in so far as it affects lot 1 in DP 233953.
	ON	UA		
787348				
C5T	NoCT			

1-17
38-62

F213126

(10ⁿ)

OFFICE USE ONLY

1995
1000



REQUEST
REAL PROPERTY ACT, 1900

FILE NO. R
DATE OF REG. 11/5/90
BY 1792

Q	L	1	1	R	/
\$		44			

2
041115

DESCRIPTION OF LAND
Note (a)

Interest Title Reference	If part only, delete Volume and give details	Location
Folio Identifier 1/233953 (Current Title is Certificate of Title Volume 10731 Folio 164) <i>SEE OVER</i>	WHOLE	Narellan

REGISTERED DEALING
Note (b)

Type of Dealing	Registered Number	Tenure Title Reference
Right of Carriageway	F213126	Folio Identifier 1/233953 (Current Title is Certificate of Title Volume 10731 Folio 164) D

REGISTERED PROPRIETOR
Note (c)

EDWARD JAMES FRAZER of Moxeshead Road, Narellan, N.S.W., Company Director

(The abovesigned person) being the registered proprietor of the land above described hereby requests the Registrar-General to

note that on 27/4/90 the Supreme Court of New South Wales (Equity Division) in Action No 1974 of 1990 ordered that the above right of carriageway be wholly extinguished and to expunge the above dealing from the above Folio Identifier (see attached sealed copy of Court Order entered 11/5/90).

Note (d)

OFFICE USE ONLY
OVER.

DATE 23rd Nov 1990

11.5
17.14

EXECUTION
Note (e)

I hereby certify the dealing to be correct for the purposes of the Real Property Act, 1900.
Signed in my presence by the applicant who is personally known to me.

Signature of Witness

Name of Witness (BLOCK LETTERS)

273
Address and Occupation of Witness

Signature of Applicant

TO BE COMPLETED BY LOUING PARTY
Notes (f) and (g)

JLL
S

OFFICE USE ONLY

TO BE COMPLETED BY LOUING PARTY		LOCATION OF DOCUMENTS	
NOTED BY		GT	OTHER
HAWKINS & CO SOLICITORS 12 CASTLEBROUGH STREET, SYDNEY, N.S.W. 150 (TEL: 223-1253)		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ref. No. Delivery Box No.		<input type="checkbox"/>	<input type="checkbox"/>
730J		<input type="checkbox"/>	<input type="checkbox"/>
Checked <input checked="" type="checkbox"/>	Proposed APB	Produced by	In I.T.O. with
Signed <input checked="" type="checkbox"/>	(Date Fee)	Secondary Directions	Produced by
TO BE FILED		Delivery Directions	Produced by
7 AUG 1990			

Z41115

8

RP 88A

OFFICE USE ONLY

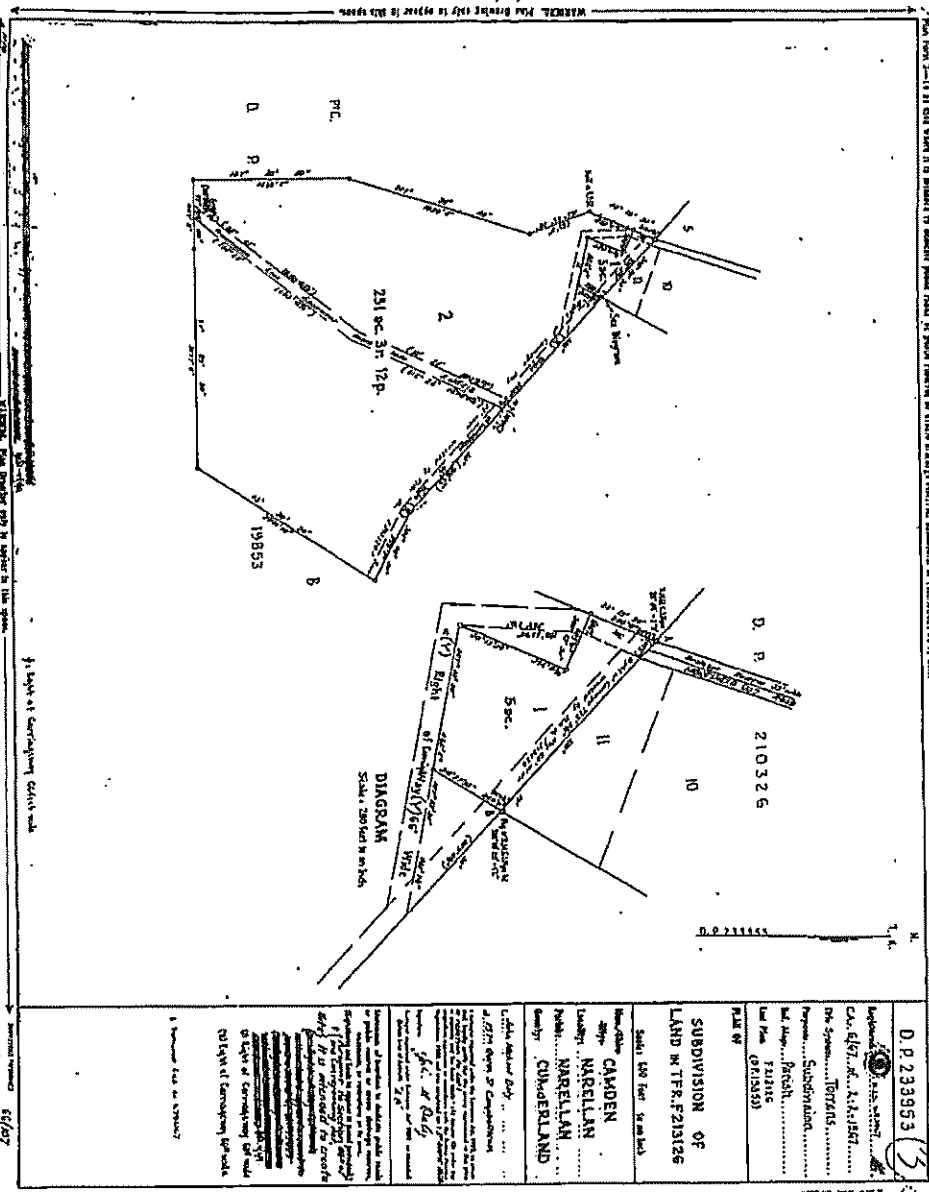
REGISTRATION DIRECTION ANNEXURE "K"



Use this side only for Second Schedule directions.
 DO NOT USE BOTH SIDES OF THE FORM

SECOND SCHEDULE AND OTHER DIRECTIONS

(A) FOLIO IDENTIFIER	(B) DIRECTION	(C) NOTFN TYPE	(D) DEALING NUMBER	(E) DETAILS
126/125/748671 (INC6)	UNDR ON	RZ UA		The appurtenant right of carriageway created by F213126 has been released in so far as it affects lot 1 in DP233953
30/570395 101/30539	UNDR ON	EC UA	F213126	The appurtenant right of carriageway has been released in so far as it affects lot 1 in DP233953
100,103,104,105/30539	UNDR ON	EX UA	F213126	The appurtenant right of carriageway has been released in so far as it affects lot 1 in DP233953.
102/30539	UNDR ON	EC UA	F213126	The appurtenant right of carriageway has been released in so far as it affects lot 1 in DP233953.
106/201585 1/233953	OFF	EA	F213126	
126/125/748671 30/570395 100,103,104,105/30539 102/30539	NOCT			
1/233953		45A		



DEPARTMENT OF SURVEYING
 22 HORTON ROAD, SYDNEY
 1. This document is a preliminary plan for the subdivision of land in TFR.F213126. It is subject to the approval of the Registrar-General. The plan is not to be used for any other purpose without the written consent of the Registrar-General.

D.P. 233953

Subdivision of Land in TFR.F213126

Plot 210326

Plot 210325

DIAGRAM

Scale: 1:1000

1. Registrar-General's Office

2. Registrar-General's Office

3. Registrar-General's Office

4. Registrar-General's Office

5. Registrar-General's Office

6. Registrar-General's Office

7. Registrar-General's Office

8. Registrar-General's Office

9. Registrar-General's Office

10. Registrar-General's Office

WARNING: BREAKING OR FOLDING WILL LEAD TO REJECTION.

REGISTERED AND ISSUED

John G. ...
 Registrar-General

...
 Director of Surveying

...
 Director of Land Management

...
 Director of Planning

...
 Director of Environment

...
 Director of Infrastructure

...
 Director of Transport

...
 Director of Health

...
 Director of Education

...
 Director of Social Services

...
 Director of Housing

...
 Director of Community Development

...
 Director of Cultural Heritage

...
 Director of Parks and Recreation

...
 Director of Water and Environmental Management

...
 Director of Energy and Utilities

...
 Director of Information and Communications

...
 Director of Finance and Administration

...
 Director of Legal Services

...
 Director of Human Resources

...
 Director of Procurement

...
 Director of Information Systems

...
 Director of Research and Innovation

...
 Director of International Relations

...
 Director of Public Affairs

...
 Director of Safety and Security

...
 Director of Emergency Management

...
 Director of Quality Management

...
 Director of Environmental Health and Safety

...
 Director of Occupational Health and Safety

...
 Director of Fire and Rescue

...
 Director of Police

...
 Director of Fire and Rescue

...
 Director of Police

...
 Director of Fire and Rescue

...
 Director of Police

REF	INCHES	METERS
1	1/4	0.0254
2	1/2	0.0508
3	3/4	0.0762
4	1	0.1016
5	1 1/4	0.1270
6	1 1/2	0.1524
7	1 3/4	0.1778
8	2	0.2032
9	2 1/4	0.2286
10	2 1/2	0.2540
11	2 3/4	0.2794
12	3	0.3048
13	3 1/4	0.3302
14	3 1/2	0.3556
15	3 3/4	0.3810
16	4	0.4064
17	4 1/4	0.4318
18	4 1/2	0.4572
19	4 3/4	0.4826
20	5	0.5080
21	5 1/4	0.5334
22	5 1/2	0.5588
23	5 3/4	0.5842
24	6	0.6096
25	6 1/4	0.6350
26	6 1/2	0.6604
27	6 3/4	0.6858
28	7	0.7112
29	7 1/4	0.7366
30	7 1/2	0.7620
31	7 3/4	0.7874
32	8	0.8128
33	8 1/4	0.8382
34	8 1/2	0.8636
35	8 3/4	0.8890
36	9	0.9144
37	9 1/4	0.9398
38	9 1/2	0.9652
39	9 3/4	0.9906
40	10	1.0160
41	10 1/4	1.0414
42	10 1/2	1.0668
43	10 3/4	1.0922
44	11	1.1176
45	11 1/4	1.1430
46	11 1/2	1.1684
47	11 3/4	1.1938
48	12	1.2192
49	12 1/4	1.2446
50	12 1/2	1.2700
51	12 3/4	1.2954
52	13	1.3208
53	13 1/4	1.3462
54	13 1/2	1.3716
55	13 3/4	1.3970
56	14	1.4224
57	14 1/4	1.4478
58	14 1/2	1.4732
59	14 3/4	1.4986
60	15	1.5240
61	15 1/4	1.5494
62	15 1/2	1.5748
63	15 3/4	1.6002
64	16	1.6256
65	16 1/4	1.6510
66	16 1/2	1.6764
67	16 3/4	1.7018
68	17	1.7272
69	17 1/4	1.7526
70	17 1/2	1.7780
71	17 3/4	1.8034
72	18	1.8288
73	18 1/4	1.8542
74	18 1/2	1.8796
75	18 3/4	1.9050
76	19	1.9304
77	19 1/4	1.9558
78	19 1/2	1.9812
79	19 3/4	2.0066
80	20	2.0320
81	20 1/4	2.0574
82	20 1/2	2.0828
83	20 3/4	2.1082
84	21	2.1336
85	21 1/4	2.1590
86	21 1/2	2.1844
87	21 3/4	2.2098
88	22	2.2352
89	22 1/4	2.2606
90	22 1/2	2.2860
91	22 3/4	2.3114
92	23	2.3368
93	23 1/4	2.3622
94	23 1/2	2.3876
95	23 3/4	2.4130
96	24	2.4384
97	24 1/4	2.4638
98	24 1/2	2.4892
99	24 3/4	2.5146
100	25	2.5400



MEMORANDUM OF TRANSFER
 REAL PROPERTY ACT, 1900

N 8 6 6 3 0 2

PH 12 01

OFFICIAL USE ONLY
 3/12

for use where the transfer is an...
 and...
 in...
 of transferor,

(a) WILTON INVESTMENTS PTY. LIMITED
 hereinafter referred to as the TRANSFEROR

being registered proprietor of an estate in fee simple

in the land hereinafter described, subject to the following encumbrances and interests

with...
 in...

(c) Rights of carriageway created by Transfer F 213126
 Covenant created by Transfer F 284286

in consideration of...
 (the receipt whereof is hereby acknowledged), paid to the transferor by

FIFTY FIVE THOUSAND SEVEN HUNDRED AND TWENTY SIX (\$55,726.00) DOLLARS

address and...
 of...
 in...

THE COMMISSIONER FOR MAIN ROADS, 309 CASTLEREAGH STREET, SYDNEY
 hereinafter referred to as the TRANSFEREE

an estate in fee simple

in the land described in the following schedule

reference to...
 Volume Folio

Reference to title		Whole or Part	Description of land if part only ^(b)	County	Parish
Volume	Folio				
12194	75	Part	being Lot 25 in Deposited Plan 244571	Cumberland	Narellan
10925	77	Part	being Lot 26 in Deposited Plan 244571	Cumberland	Narellan
10925	76	Part	being Lot 27 in Deposited Plan 244571 and being Lot 20 in Deposited Plan 246642	Cumberland	Narellan

RULE UP ALL BLANKS

N 866302.

(2)

1
G) This instrument
is subject to
sections 1
and 2
of the
Conveyancing
Act 1919
if the land
is situated
in the
County of
Camden. A
copy of the
instrument
is filed
for
reference
to the
instrument
in the
office of
the Registrar-General
at Sydney.

AND the transferor doth for the benefit of the land hereby transferred (hereinafter called "the dominant tenement") covenant with the transferee (in this covenant called "the Commissioner") and with the Council of the Municipality of Camden and so as to bind the residue of the land in the abovementioned Certificates of Title (hereinafter called "the servient tenement") that the transferor will not, without the written consent of the Commissioner (which consent may be revoked at any time by the Commissioner at his discretion and without compensation) construct, or allow to be constructed, on the servient tenement any means of access to or from the dominant tenement or use or allow to be used the servient tenement as a means of access to or from the dominant tenement AND it is hereby declared that the restriction imposed by this covenant shall cease to apply if the dominant tenement, having been proclaimed a motorway under Part VAA of the Main Roads Act, 1924 thereafter ceases to be such a motorway.

Dated at Bydney this 19th day of February 1974

(1) Further proof of execution shall not be required in respect of any instrument unless it is shown to have been made by a party to the instrument, to which the transferee is known.

Where executed in New South Wales, by a party not being a partner in the business in which the instrument is made, a witness shall be required to be a person of the age of 21 years or upwards, being a person who is not a party to the instrument, and who is not a partner in the business in which the instrument is made.

(2) Where executed in any other State or Territory, a witness shall be required to be a person of the age of 21 years or upwards, being a person who is not a party to the instrument, and who is not a partner in the business in which the instrument is made.

(3) Where executed in any part of the Commonwealth of Australia, a witness shall be required to be a person of the age of 21 years or upwards, being a person who is not a party to the instrument, and who is not a partner in the business in which the instrument is made.

(4) Where executed in any part of the Commonwealth of Australia, a witness shall be required to be a person of the age of 21 years or upwards, being a person who is not a party to the instrument, and who is not a partner in the business in which the instrument is made.

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

(Signature of witness)

Name of witness (BLOCK LETTERS)

Qualification of witness

Transferor

The Common Seal of WILTON INVESTMENTS PTY. LIMITED was herewith affixed by the authority of the Directors and was duly affixed hereto in the presence of:

W. B. Seymour
Secretary.

W. B. Seymour
Director

Signed by *W. B. Seymour*
Chief Legal Officer
Department of Main Roads
in the presence of:

(1) Accepted and certified correct for the purposes of the Real Property Act, 1900.

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

Brian Paton

Name of witness (BLOCK LETTERS)

Brian Paton

Address of witness

302 Rockborough St. Sydney

Brian Paton
Transferee

N:066302

Dr. ... / 15 1974

DEPARTMENTAL USE ONLY		TO BE COMPLETED BY LODGING PARTY	
TRANSFER		Lodged by Department of Main Roads Address: 309 Castlereagh Street, Sydney Phone No. 20933 EXT: 644 Papers No. L2/74.1146 AT:PF Documents lodged herewith	
<i>Transferor Consent</i>		1. _____ 2. _____ 3. _____ 4. _____ 5. _____	
Checked <i>All</i>	REGISTERED	Received Documents	Receiving Clerk
Passed <i>1-7-74</i>	<i>29.8.1974</i>		
Signed <i>[Signature]</i>	<i>Jacobson</i> Registrar General		

AUTHORITY FOR USE OF INSTRUMENT OF TITLE
 Authority is hereby given for the use of _____
 (insert reference to certificates, grants or dealings) lodged
 in connection with _____ for the
 registration of this dealing and for delivery to _____
 (BLOCK LETTERS)

 Signature

 Name (BLOCK LETTERS)

(1) Where the instrument of title has been lodged by the party lodging the dealing, or if it has been lodged previously, the parties must be notified by the period of time provided in delivery of the certificate of title, prior to...

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY
 (To be signed at the time of executing the within dealing)
 The undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____
 Miscellaneous Register under the authority of which he has just executed the within dealing.
 Signed at _____
 the _____ day of _____ 19 _____

 Signature of attorney

 Signature of witness

CERTIFICATE OF J.P., AC., TAKING DECLARATION OF ATTESTING WITNESSES
 I certify that _____
 the attesting witness to this dealing, appeared before me at _____
 the _____ day of _____ 19 _____
 and declared that he personally knew _____
 the person signing the same, and whose signature thereto he has attested, and that the same purporting to be such signature of the said _____
 is his own handwriting and that he was of sound mind and freely and voluntarily signed the same.

 Signature

 Name (BLOCK LETTERS)

 Qualification

(Any deal provided where dealing attached to instrument will also fix in which case to be fixed by one of the persons referred to in note (1).

8111111111



camden
council

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

APPLICANT: InfoTrack
GPO Box 4029
SYDNEY NSW 2001

Certificate number: 20213717
Reference number: 491326
Certificate issue date: 11/08/2021
Certificate fee: \$133.00
Applicant's reference: 21297
Property number: 112274

DESCRIPTION OF PROPERTY

Land Description: LOT: 160 DP: 250226
Address: 44 Woodland Crescent NARELLAN NSW 2567

BACKGROUND INFORMATION

This certificate provides information on how a property (such as land, a house, commercial building, etc.,) may be used and the limits on its development. The certificate contains information Council is aware of through records and environmental plans with data supplied by the State Government. The details contained in this certificate are limited to that required by Section 10.7 of the Environmental Planning and Assessment Act, 1979

 70 Central Ave,
Oran Park NSW 2570

 PO Box 183, Camden 2570

 4654 7777

 ABN: 31 117 341 764

 mail@camden.nsw.gov.au

 camden.nsw.gov.au

 www.facebook.com/camdenCouncil



1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPS

- (1) The name of each environmental planning instrument that applies to the carrying out of development on the land.
- (2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).
- (3) The name of each development control plan that applies to the carrying out of development on the land.
- (4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

LOCAL ENVIRONMENTAL PLANS (LEP'S)

Camden Local Environmental Plan 2010.

STATE ENVIRONMENTAL PLANNING POLICIES (SEPP'S)

SEPP No 19 - Bushland in Urban Areas

SEPP No 21 - Caravan Parks

SEPP No 33 - Hazardous and Offensive Development

SEPP No 50 - Canal Estates

SEPP No 55 - Remediation of Land

SEPP No 64 - Advertising and Signage

SEPP No 65 - Design Quality of Residential Apartment Development

SEPP No 70 - Affordable Housing (Revised Schemes)

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

SEPP (Building Sustainability Index: BASIX) 2004

SEPP (State Significant Precincts) 2005

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

SEPP (Infrastructure) 2007

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Affordable Rental Housing) 2009

SEPP (State and Regional Development) 2011

SEPP (Educational Establishments and Child Care Facilities) 2017

SEPP (Vegetation in Non-Rural Areas) 2017



SEPP (Concurrences and Consents) 2018

SEPP (Primary Production and Rural Development) 2019

SEPP (Western Sydney Aerotropolis) 2020

Note: The above SEPP's may apply subject to the relevant criteria and requirements as listed in each of the SEPP's.

DEEMED STATE ENVIRONMENTAL PLANNING POLICIES (SEPP'S)

Sydney Regional Environmental Plan No 9 - Extractive Industry (No 2 - 1995)

Sydney Regional Environmental Plan No 20 - Hawkesbury - Nepean River (No 2 - 1997)

DRAFT LOCAL ENVIRONMENTAL PLAN (LEP'S)

No.

DRAFT STATE ENVIRONMENTAL PLANNING POLICY (SEPP'S)

SEPP (Environment) 2017

SEPP (Remediation of Land) 2018

SEPP (Housing) 2021

SEPP (Educational Establishments and Child Care Facilities) Amendment 2020

SEPP (Design and Place) 2021

SEPP No 65 (Design Quality of Residential Apartment Development) 2005 Amendment (Design and Place) 2021

SEPP (Building Sustainability Index: BASIX) Amendment (Design and Place) 2021

Note: The above draft LEP's or draft SEPP's may apply subject to the relevant criteria and requirements as listed in each of these draft instruments.

DEVELOPMENT CONTROL PLANS

Camden Development Control Plan 2019, as amended

2/2A. ZONING AND LAND USE UNDER RELEVANT LEPS AND/OR UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006

This section contains information required under clauses 2 and 2A of Schedule 4 of the EP&A Regulation 2000, relating to zoning and land use under relevant Environmental Planning Instruments.

Clause 2 of Schedule 4 of the Regulation requires Council to provide information with respect to zoning and land-use in areas zoned under a Local Environmental Plan, or zoning and land use under a proposed instrument referred to in clause 1(2).

Clause 2A of Schedule 4 of the Regulation requires Council to provide information with respect to zoning and land-use in areas which are zoned, or proposed to be zoned, under the State Environmental Planning Policy (Sydney Region Growth Centres) 2006. This includes a Precinct Plan or a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act.



A. ZONE R2 LOW DENSITY RESIDENTIAL - CAMDEN LOCAL ENVIRONMENTAL PLAN 2010

Objectives of zone

- * To provide for the housing needs of the community within a low density residential environment.
- * To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- * To allow for educational, recreational, community and religious activities that support the wellbeing of the community.
- * To minimise conflict between land uses within the zone and land uses within adjoining zones.

B. Permitted without consent

Home occupations.

C. Permitted with consent

Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Dual occupancies; Dwelling houses; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Oyster aquaculture; Medical centres; Places of public worship; Pond-based aquaculture; Respite day care centres; Roads; Secondary dwellings; Seniors housing; Tank-based aquaculture; Any other development not specified in item B or D

D. Prohibited

Advertising structures; Agriculture; Air transport facilities; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat sheds; Camping grounds; Car parks; Caravan parks; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Extractive industries; Forestry; Freight transport facilities; Function centres; Health services facilities; Heavy industrial storage establishments; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Mortuaries; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Service stations; Sewerage systems; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Wharf or boating facilities; Wholesale supplies

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

No.

F. Whether the land includes or comprises critical habitat

No.

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

No.

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



No.

3. COMPLYING DEVELOPMENT

(1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

(3) If the 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 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.

HOUSING CODE

Complying development MAY be carried out on the land

LOW RISE HOUSING DIVERSITY CODE

Complying development MAY be carried out on the land.

RURAL HOUSING CODE

Complying development MAY be carried out on the land.

GREENFIELD HOUSING CODE

Complying development MAY be carried out on the land.

Note: The Greenfield Housing Code only applies to certain land within the Camden Local Government Area. Under Clause 3C.1 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, the code applies to land identified within the Greenfield Housing Code Area, as shown on the Greenfield Housing Code Area Maps.

INLAND CODE

The Inland Code does not apply to the Camden Local Government Area.

HOUSING ALTERATIONS CODE

Complying development MAY be carried out on the land.



GENERAL DEVELOPMENT CODE

Complying development MAY be carried out on the land.

COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

Complying development MAY be carried out on the land.

COMMERCIAL AND INDUSTRIAL NEW BUILDINGS AND ADDITIONS CODE

Complying development MAY be carried out on the land.

CONTAINER RECYCLING FACILITIES CODE

Complying development MAY be carried out on the land.

SUBDIVISION CODE

Complying development MAY be carried out on the land.

DEMOLITION CODE

Complying development MAY be carried out on the land.

FIRE SAFETY CODE

Complying development MAY be carried out on the land.

Where complying development MAY be carried out, on land not affected by exclusions, it is subject to the requirements and standards of the SEPP and the relevant Codes, including requirements relating to the zoning of the land.

4B. ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

Not Applicable.

5. MINE SUBSIDENCE

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017.



No.

6. ROAD WIDENING AND ROAD REALIGNMENT

Whether or not the land is affected by any road widening or road realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993, or
- (b) any environmental planning instrument, or
- (c) any resolution of the council.

No.

7. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

Whether or not the land is affected by a policy:

- (a) Adopted by the council, or
- (b) Adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,

that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

LAND SLIP

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of landslip.

BUSHFIRE

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of bushfire.

TIDAL INUNDATION

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of tidal inundation.

SUBSIDENCE

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of subsidence.

ACID SULPHATE SOILS

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of acid sulphate soils.

OTHER RISK

Contamination:



Council's policy 'Management of Contaminated Lands' applies to the whole of the council area and may restrict, development of land. The policy is implemented when zoning or land use changes are proposed, or when further development is proposed, where land has been used for contaminating or potentially contaminating activities, including those activities listed in schedule 1 of the policy. A copy of the policy is available on Council's website.

Salinity:

There are requirements for salinity and salinity assessment for specific types of development within the Camden local government area. This includes mandatory building requirements, unless other requirements are identified in any site specific salinity risk assessment or salinity management plan applying to the land. Please refer to Council's policy 'Building in a Salinity Prone Environment' and to requirements in the relevant Development Control Plan that applies to the land.

7A. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

(1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

Unknown.

(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

Unknown

(3) In this clause –

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

8. LAND RESERVED FOR ACQUISITION

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

No.

9. CONTRIBUTION PLANS

The name of each contributions plan applying to the land

Contributions Plan No 3 - Upper Narellan Creek Catchment (Trunk Drainage & Water Quality Facilities).

Camden Contributions Plan 2011

9A. BIO-DIVERSITY CERTIFIED LAND

If the land is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016, a statement to that effect.



Note: Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016.

The subject land is biodiversity certified land, under Part 8 of the Biodiversity Conservation Act 2016, or under Part 7AA and/or Schedule 7 Part 7 of the Threatened Species Conservation Act 1995, which remain in force under the Biodiversity Conservation (Savings and Transitional) Regulation 2017.

For more information about biodiversity certification, and the extent of the property that is certified, please visit: www.camden.nsw.gov.au/environment/biodiversity

10. BIODIVERSITY STEWARDSHIP SITES

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

Note: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016.

No.

10A. NATIVE VEGETATION CLEARING SET ASIDES

If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

No.

11. BUSH FIRE PRONE LAND

Is the land or some of the land bush fire prone land (as defined in the Environmental Planning and Assessment Act. 1979)?

No.

12. PROPERTY VEGETATION PLANS

If the land is land to which a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).

No.

13. ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

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



No.

14. DIRECTIONS UNDER PART 3A

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

No.

15. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING

If the land is land to which State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 applies.

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

No.

(b) Are there any terms of a kind referred to in clause 18(2) of that Policy that have been imposed as a condition to a development application granted after 11 October 2007 in respect of the land?

No.

16. SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE, SCHOOLS OR TAFE ESTABLISHMENTS

A statement of whether there is a valid site compatibility certificate (infrastructure), or site compatibility certificate (schools or TAFE establishments) of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

- (a) the period for which the certificate is valid, and
- (b) that a copy may be obtained from the head office of the Department.

No.

17. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

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

No.

(2) Are there any terms of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land?

No.



18. PAPER SUBDIVISION INFORMATION

- (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.
- (2) The date of any subdivision order that applies to the land.
- (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

Not Applicable.

19. SITE VERIFICATION CERTIFICATES

Is there a current site verification certificate, of which the council is aware, in respect of the land?

Note: A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land - see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

No.

20. LOOSE-FILL ASBESTOS INSULATION

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division, a statement to that effect.

No.

21. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.

A statement of:

whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and

whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

In this clause:

affected building notice has the same meaning as in Part 4 of the *Building Products (Safety) Act 2017*.

building product rectification order has the same meaning as in the *Building Products (Safety) Act 2017*.

No.



22. STATE ENVIRONMENTAL PLANNING POLICY (WESTERN SYDNEY AEROTROPOLIS) 2020

For land to which State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 applies, whether the land is –

(a) in an ANEF or ANEC contour of 20 or greater as referred to in clause 19 of that Policy, or

No.

(b) shown on the Lighting Intensity and Wind Shear Map under that Policy, or

No.

(c) shown on the Obstacle Limitation Surface Map under that Policy, or

No.

(d) in the "public safety area" on the Public Safety Area Map under that Policy, or

No.

(e) in the "3 kilometre wildlife buffer zone" or the "13 kilometre wildlife buffer zone" on the Wildlife Buffer Zone Map under that Policy.

No.

MATTERS PRESCRIBED BY SECTION 59 (2) OF THE CONTAMINATED LAND MANAGEMENT ACT 1997

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

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

No.

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

No.

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



No.

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

No.

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

No.

INFORMATION PROVIDED UNDER SECTION 10.7(5) OF THE ACT:

OTHER INFORMATION

1. Western Sydney Airport and Western Sydney Aerotropolis

On 15 April 2014 the Federal Government confirmed that the site of Western Sydney's new airport will be Badgerys Creek. A draft Environmental Impact Statement (EIS) and draft Airport Plan were on public exhibition from 19 October to 18 December 2015.

On 15 September 2016 the final EIS was presented to the Commonwealth Minister for the Environment and Energy. On 11 November the Minister provided a notice of environmental conditions to be placed on the airport development.

On 12 December 2016 the Minister for Urban Infrastructure determined the Western Sydney Airport Plan. This determination provides the authorisation to allow the construction and operation of stage 1 of the proposed airport (a single runway facility expected to be operational in the mid-2020s).

The Stage 1 Land Use and Infrastructure Implementation Plan (LUIIP) was exhibited between 21 August 2018 and 2 November 2018 by the Department of Planning, Industry and Environment. This plan provided an overview of future land uses and the proposed sequence of development to ensure new jobs and homes are delivered in time with infrastructure.

Between 6 December 2019 and 13 March 2020, the Western Sydney Aerotropolis Plan (WSAP) was exhibited by the Department of Planning, Industry and Environment. The WSAP sets the planning framework for the Western Sydney Aerotropolis and builds upon the exhibited LUIIP for the Aerotropolis.

Further information on Western Sydney Aerotropolis is available at <https://www.planning.nsw.gov.au/Plans-for-your-area/Priority-Growth-Areas-and-Precincts/Western-Sydney-Aerotropolis>, or from the Commonwealth Department of Infrastructure, transport, Regional Development and Communications at www.infrastructure.gov.au.

2. Outer Sydney Orbital Corridor Identification, North South Rail Line and South West Rail Link Extension Corridor Identification

On 26 March 2018, the NSW Government released for comment a recommended corridor of land for the Outer Sydney Orbital, North South Rail Line and South West Rail Link Extension which may affect land in the Camden Local Government Area (LGA).



On 22 June 2018, the NSW Government announced a revised corridor of land for the Outer Sydney Orbital in response to community feedback.

On 30 June 2020, the NSW Government confirmed the final corridors to support the delivery of the proposed Sydney Metro – Western Sydney Airport project, South West Rail Link Extension and Western Sydney Freight Line. The North South Rail Line Corridor is proposed to run from the Western Sydney Airport to Macarthur, with a tunnel from Oran Park. The South West Rail Link Extension will extend the existing passenger rail line from Leppington Station to the Aerotropolis. A new State Environmental Planning Policy identifies the land that is intended to be used in the future as an infrastructure corridor.

The State Environmental Planning Policy (Major Infrastructure Corridors) 2020 identifies the location, and relevant planning controls applying to land identified within the North South Rail Line and South West Rail Link Extension corridors, including land within the Camden LGA. The identification of the Outer Sydney Orbital Corridor was not included in this State Environmental Planning Policy.

Further information is available at www.transport.nsw.gov.au/corridors

3. Miscellaneous Information

* Coal Seam Gas Extraction:

Coal Seam Gas Extraction takes place within the Camden Local Government Area. Enquiries may be made to AGL Gas Production (Camden) Pty Limited, or the relevant the licence holder, as to the location of gas wells. In February 2016 AGL announced that it will cease production at the Camden Gas Project in 2023, and that the wells will be progressively decommissioned and the sites rehabilitated.

* Additional Flood Information: Flood Studies in progress.

DISCLAIMER AND CAUTION

The information on zones, controls etc., given below relates to the land for which the certificate was sought. If enquirers wish to know what zones, other controls, etc., apply or are proposed on nearby land then they should make enquiries in person at Council's offices.

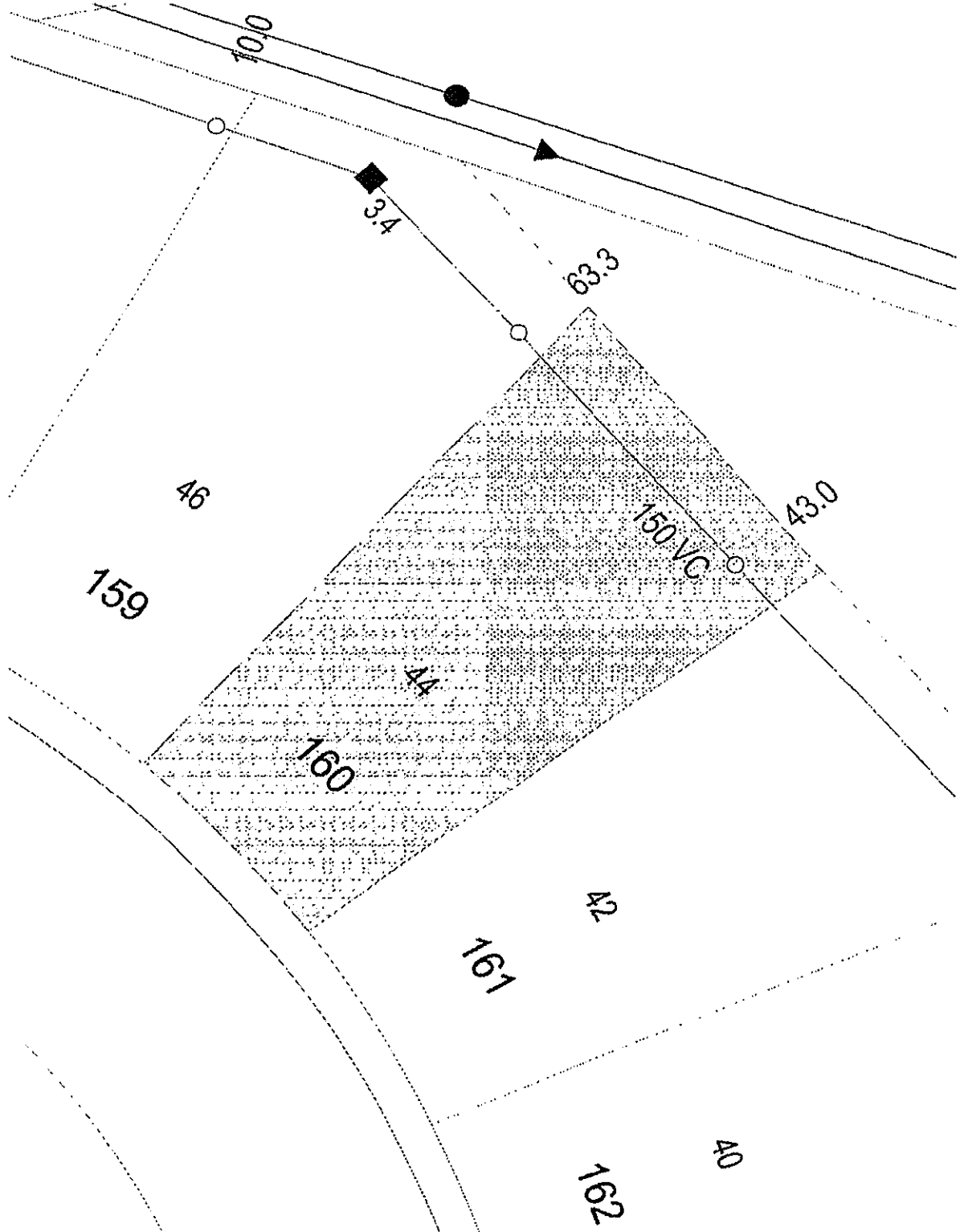
The information contained in this certificate is accurate as at the date of this certificate.

In providing this certificate Council has in good faith relied upon information provided to it or sourced from third parties. Where Council has obtained the information from third parties, either exclusively or in conjunction with information held by Council, the Certificate details the source of that third party information. Council cautions persons against relying upon information in the Certificate sourced from third parties as to its accuracy, applicability to specific lands and its currency without verification from the specified third party and, where appropriate, professional advice and the adoption of prudent land acquisition measures and appropriate professional advice. To the full extent permitted by law Council disclaims liability with respect to any information in this Certificate sourced from third parties.

Ron Moore

General Manager

Service Location Print
Application Number: 800953815



Document generated at 09-08-2021 04:03:15 PM

Disclaimer

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

Asset Information

Legend

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

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Pipe Types

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

Further Information

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

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

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

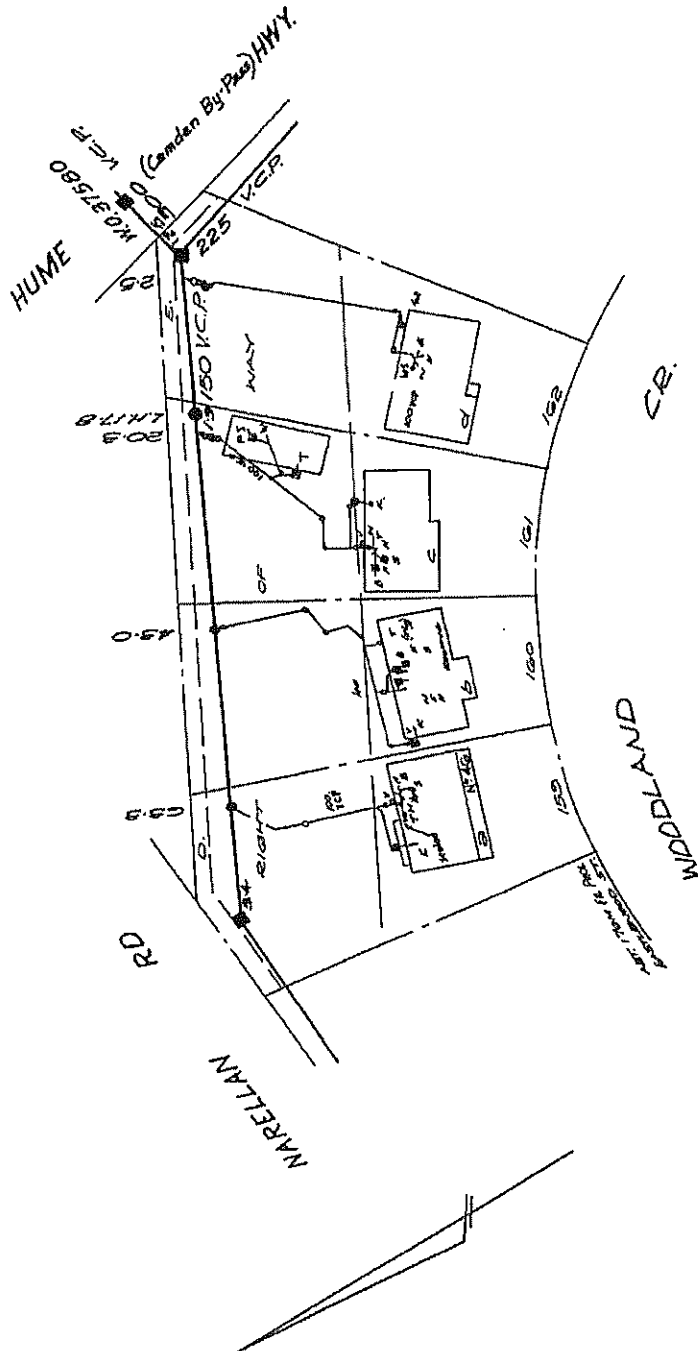
Disclaimer

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Sewer Service Diagram

Application Number: 8000953795

Diagram No. _____



M. W. S. & D. B.

SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF **SYDNEY**
SUBURBS OF **MARELLAN**

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

SYMBOLS AND ABBREVIATIONS

Numbers	Manholes	Chamber	Boundary Trap	Inspection Shaft	Grease Interceptor	Gully	P-Trap	Radius Valve	Cleaning Eye	Vertical Pipe	Soil Vent Pipe
OV/S	IP	MF	T	K	B	S	Jn	OW	F	M	IS
Waste Stack	Inspect Pipe	Urea Trap	Tubs	Kitchen Sink	Water Closet	Bath Waste	Headbain	Shower	Junction	Dishwasher	Error Ballie
Washing Machine	Gar Sink										

SEWER AVAILABLE
Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer.

NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By-Law 6, Clause 3). The existence and position of Board's sewers, stormwater channels, pipes, radius and structures should be ascertained by inspection of maps available at Board's Head Office or in the case of South Coast District at Board's Whiting Office (Section 33 of Board's Act).

PLUMBING
Date of Issue: _____
Supervised by: _____
Inspector: _____
Tracing Checked by: _____
Sheet No. **000008**

DRAINAGE
Date of Issue: _____
Supervised by: _____
Inspector: _____
Tracing Checked by: _____
Sheet No. _____

SEWERAGE SERVICE DIAGRAM
M. W. S. & D. B.
MUNICIPALITY OF SYDNEY
SUBURBS OF MARELLAN
Scale: Approx. 1:500
Distances/depths in metres
pipe diameters in millimetres
for House Services Engineer

