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Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	eCOS ID: 53135137	NSW Duty:
vendor's agent	Jim Aitken & Partners Penrith 429 High Street Penrith NSW 2750		Phone: 47225000 Fax: Ref:
co-agent			
vendor	JAMIE NOEL HOWARD, SANDRA KATHY MARIE HOWARD 4 Timber Grove Werrington Downs NSW 2747		
vendor's solicitor	Rise Conveyancing PO Box 88 Emu Plains NSW 2750		Phone: 0447484907 Fax: Ref: 181201
date for completion	12 weeks after the date of this contract (clause 15)		Email: kristen@riseconveyancing.com.au
land	4 TIMBER GR WERRINGTON DOWNS NSW 2747 (Address, plan details and title reference) LOT 2129 IN DEPOSITED PLAN 259805 2129/259805		
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input checked="" type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: workshop & office		
attached copies	<input 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 checked="" type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input checked="" type="checkbox"/> other: screen doors, ducted air conditioning, ceiling fans
exclusions	curtains, tv brackets
purchaser's solicitor	Phone: Fax: Ref: Email:
price	\$
deposit	\$
balance	\$
contract date	(10% of the price, unless otherwise stated) (if not stated, the date this contract was made)

buyer's agent

vendor

witness

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

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

vendor agrees to accept a *deposit-bond* (clause 3) NO yes
proposed *electronic transaction* (clause 30) no YES

Tax information (the parties promise this is correct as far as each party is aware)

land tax is adjustable NO yes
GST: Taxable supply NO yes in full yes to an extent
Margin scheme will be used in making the taxable supply NO yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

- not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- GST-free because the sale is the supply of a going concern under section 38-325
- GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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

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

RW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 32 property certificate for strata common property
<input type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 34 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 36 strata management statement
<input type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 37 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 41 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 42 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 43 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 44 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 45 plan creating precinct property
<input type="checkbox"/> 15 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 46 precinct development contract
<input type="checkbox"/> 16 other document relevant to tenancies	<input type="checkbox"/> 47 precinct management statement
<input type="checkbox"/> 17 licence benefiting the land	<input type="checkbox"/> 48 property certificate for community property
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 49 plan creating community property
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 50 community development contract
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 51 community management statement
<input type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1989
	<input type="checkbox"/> 57 document relevant to off-the-plan sale
Home Building Act 1989	Other
<input type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 58
<input type="checkbox"/> 25 brochure or warning	
<input type="checkbox"/> 26 evidence of alternative indemnity cover	
Swimming Pools Act 1992	
<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. The purchaser may rescind the contract at any time before 5 p.m. on the fifth business day after the day on which the contract was made, EXCEPT in the circumstances listed in paragraph 3.**
- 3. There is NO COOLING OFF PERIOD:**
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or**
 - (b) if the property is sold by public auction, or**
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or**
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.**
- 4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.**

DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

AUCTIONS

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

WARNINGS

1. **Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:**

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

If you think that any of these matters affects the property, tell your solicitor.

2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**
4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**
5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**
6. **The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.**
7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**
8. **The purchaser should arrange insurance as appropriate.**
9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**
10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**
11. **Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**
12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor.**

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>RW rate</i>);
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 The purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

- The purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

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

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;

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

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *RW payment*.

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *remittance amount* payable;
 - *RW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• Place for completion

- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

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

18 Possession before completion

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

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *servicing* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

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

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

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7* days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7* days after the contract date.
- 27.3 The vendor must apply for consent *within 7* days after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7* days after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42* days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30* days after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

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

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
 - every *party* who has the benefit of the provision *servicing* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs; incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ENCL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 31.2.4 *serve* evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

4 TIMBER GR WERRINGTON DOWNS NSW 2747

Special Conditions

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

BETWEEN

(Vendor)

And

(Purchaser)

1. Clause 7.1.1 of this contract is amended by replacing 5% with 1%.
2. Clause 16.5 – “plus another 20% of that fee” is deleted.
3. Clause 16.8 is deleted.
4. Clause 18 is amended by adding the following:
“18.8 The purchaser cannot make a claim or requisition or delay completion after taking occupation of the property”.

5. Notice to complete

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed, both at law and in equity, sufficient to make time of the essence of this contract.

In the event that the Vendor is the party entitled to serve a notice pursuant to this clause, the Purchaser must pay an adjustment on completion the sum of \$220.00 (incl GST) representing agreed expenses incurred by the Vendor for the drafting, engrossing and serving of a notice to complete upon the purchaser.

6. Death or incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one, any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

7. Purchaser Acknowledgments

The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;

- (c) Subject to infestation and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
Subject to non-compliance, that is disclosed herein, with the Local Government Act and any Ordinance under that Act in respect of any building on the land.

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

8. Late completion

In the event that completion is not effected on the nominated day for settlement, due to the Purchaser's default, the Purchaser shall pay the Vendor, on completion:

- (a) Interest on the balance at the rate of ten per centum (10%) per annum calculated daily from and including the completion date to day of actual Completion;
- (b) The Vendor's agent settlement fees for the new settlement date; and
- (c) The Vendor's discharging mortgagees fees associated with the late settlement.

9. Agent

The Purchaser warrants to the Vendor that he does not rely upon any warranty or representation made by the Vendor or the Vendor's agent named at the head of this Contract. It is agreed that the benefit of this warranty shall not merge on completion of the contract. The purchaser further warrants that he was not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract AND the purchaser agrees that he will at all times indemnify and keep indemnified the vendor from and against any claim arising out of or in connection with the purchasers breach of this warranty AND it is hereby agreed and declared that this clause shall not merge on completion.

10. Smoke alarms

The property has smoke alarms installed.

11. Release of deposit

The deposit payable hereunder shall, upon exchange be released to the Vendor or to whom the Vendor's Conveyancers may direct, to be applied only for:

- (a) As a deposit for a property being purchased by the Vendor; and/or
- (b) For the payment of stamp duty on that purchase; and/or
- (c) For the payment of Land Tax.

12. GST

The Purchaser warrants that the property will continued to be used as a residence and is not being purchased for development purposes, which could result in the Vendor incurring a liability for GST (Goods and Services Tax). The Purchaser indemnifies the Vendor in respect to any breach of this warranty. This clause shall not merge on completion of this agreement.

13. Requisitions and replies

The purchaser agrees that the Requisitions on Title annexed to this contract are the only form of general requisitions that it is entitled to make under clause 5.

14. Authority to vary contract

Each party authorises their solicitor/conveyance to vary the provisions of this contract at any time before the cooling off period.

15. Transfer

If this matter does not settle online through PEXA

If the transfer is not received by the Vendor's solicitor at least 14 days before completion date, the purchaser will reimburse the Vendor by way of an adjustment on completion the sum of ONE HUNDRED and TEN DOLLARS (\$110.00) (GST inclusive) being the Vendor's Conveyancers' fees for arranging execution of the Transfer by the Vendor at short notice.

16. Error in adjustment

Each party agrees this of on completion any adjustment made (or allowed to be made) under this contract is overlooked or incorrectly calculated, then either party upon being requested by the other party must immediately make the correct calculation and pay any such amount outstanding. This clause shall not merge on completion.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2129/259805

SEARCH DATE	TIME	EDITION NO	DATE
5/12/2018	1:30 PM	3	2/9/2018

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

LAND

LOT 2129 IN DEPOSITED PLAN 259805
AT WERRINGTON
LOCAL GOVERNMENT AREA PENRITH
PARISH OF LONDONDERRY COUNTY OF CUMBERLAND
TITLE DIAGRAM DP259805

FIRST SCHEDULE

JAMIE NOEL HOWARD
SANDRA KATHY MARIE HOWARD
AS JOINT TENANTS (T AD467652)

SECOND SCHEDULE (8 NOTIFICATIONS)

- RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- D431274 EASEMENT FOR DRAINAGE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND SHOWN SO BURDENED IN DP599377
- L569620 EASEMENT FOR TRANSMISSION LINE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND SHOWN SO BURDENED IN DP223888
- M212981 EASEMENT FOR POWER LINE 6.58 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND SHOWN SO BURDENED IN DP530888
- M212981 EASEMENT FOR POWER LINE 9.145 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND SHOWN SO BURDENED IN DP530888
- N324748 EASEMENT FOR TRANSMISSION OF ELECTRICITY APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND SHOWN SO BURDENED IN DP31910
- DP259805 RESTRICTION(S) ON THE USE OF LAND
- AD467653 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Signatures and seals only.

SIGNED BY ME JOHN HENRY PLUMMER AS DELEGATE OF THE LAND COMMISSION OF N.S.W. AND I HEREBY CERTIFY THAT I HAVE NO NOTICE OF REVOCATION OF SUCH DELEGATION.

John Henry Plummer
2-11-79

COUNCIL ACCEPTS AMENDED DEDICATION OF HARVEST DRIVE.
 COUNCIL CLERK
 11-1-80

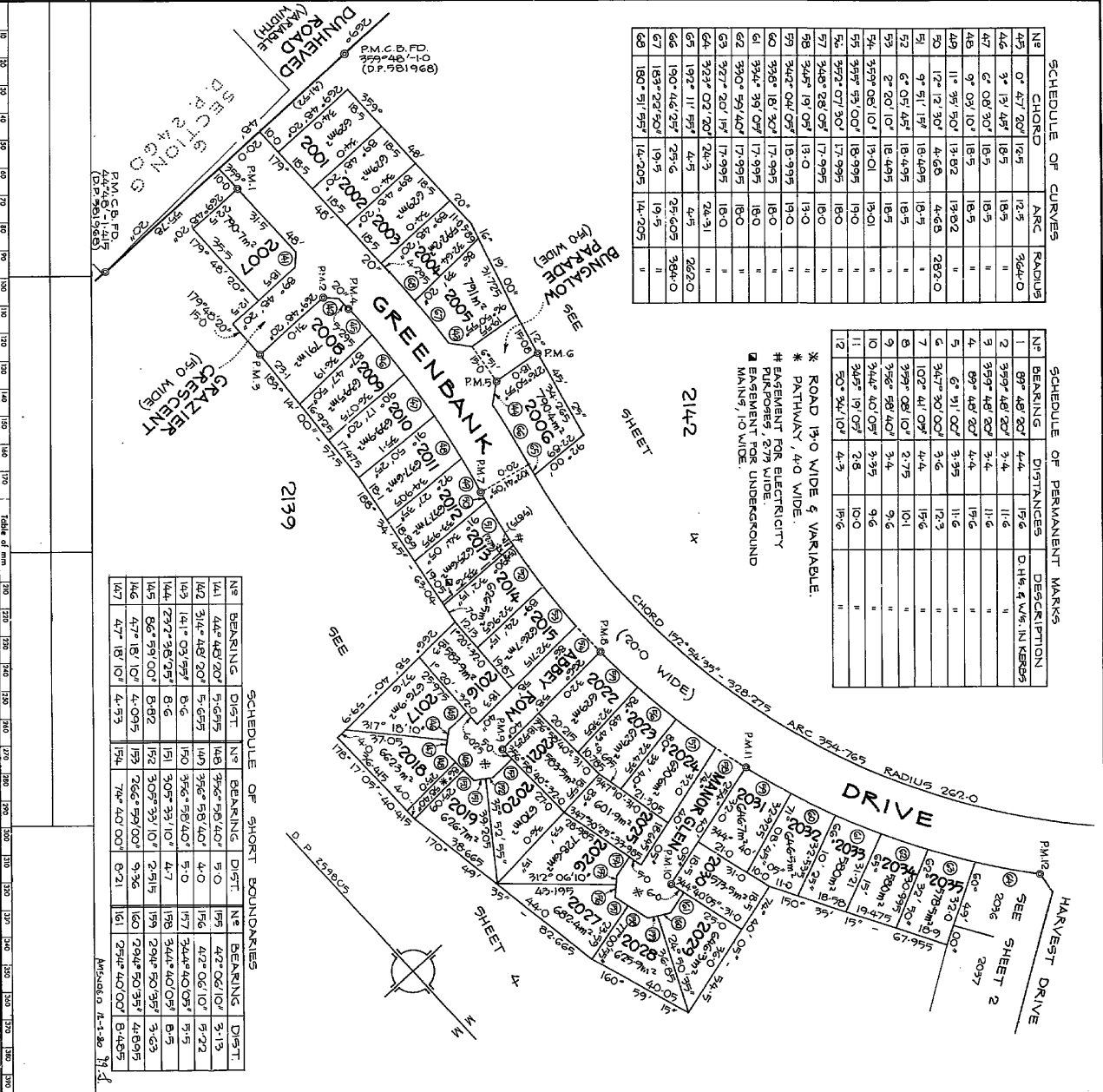
Council Clerk's Certificate 128/79
 I hereby certify that:
 (a) the requirements of the Local Government Act, 1919 have been complied with by the applicant in relation to the proposed dedication of Harvest Drive.
 (b) the requirements of the Local Government Act, 1919 have been complied with by the applicant in relation to the proposed dedication of Harvest Drive.
 (c) the requirements of the Local Government Act, 1919 have been complied with by the applicant in relation to the proposed dedication of Harvest Drive.
 (d) the requirements of the Local Government Act, 1919 have been complied with by the applicant in relation to the proposed dedication of Harvest Drive.
 (e) the requirements of the Local Government Act, 1919 have been complied with by the applicant in relation to the proposed dedication of Harvest Drive.
 (f) the requirements of the Local Government Act, 1919 have been complied with by the applicant in relation to the proposed dedication of Harvest Drive.
 (g) the requirements of the Local Government Act, 1919 have been complied with by the applicant in relation to the proposed dedication of Harvest Drive.
 (h) the requirements of the Local Government Act, 1919 have been complied with by the applicant in relation to the proposed dedication of Harvest Drive.
 (i) the requirements of the Local Government Act, 1919 have been complied with by the applicant in relation to the proposed dedication of Harvest Drive.
 (j) the requirements of the Local Government Act, 1919 have been complied with by the applicant in relation to the proposed dedication of Harvest Drive.
 (k) the requirements of the Local Government Act, 1919 have been complied with by the applicant in relation to the proposed dedication of Harvest Drive.
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 (r) the requirements of the Local Government Act, 1919 have been complied with by the applicant in relation to the proposed dedication of Harvest Drive.
 (s) the requirements of the Local Government Act, 1919 have been complied with by the applicant in relation to the proposed dedication of Harvest Drive.
 (t) the requirements of the Local Government Act, 1919 have been complied with by the applicant in relation to the proposed dedication of Harvest Drive.
 (u) the requirements of the Local Government Act, 1919 have been complied with by the applicant in relation to the proposed dedication of Harvest Drive.
 (v) the requirements of the Local Government Act, 1919 have been complied with by the applicant in relation to the proposed dedication of Harvest Drive.
 (w) the requirements of the Local Government Act, 1919 have been complied with by the applicant in relation to the proposed dedication of Harvest Drive.
 (x) the requirements of the Local Government Act, 1919 have been complied with by the applicant in relation to the proposed dedication of Harvest Drive.
 (y) the requirements of the Local Government Act, 1919 have been complied with by the applicant in relation to the proposed dedication of Harvest Drive.
 (z) the requirements of the Local Government Act, 1919 have been complied with by the applicant in relation to the proposed dedication of Harvest Drive.

SCHEDULE OF CURVES

No	CHORD	ARC RADIUS	ARC	CHORD
45	0' 47' 20"	12.5	12.5	364.0
46	3' 13' 45"	18.5	18.5	"
47	6' 08' 30"	18.5	18.5	"
48	9' 05' 10"	18.5	18.5	"
49	11' 55' 50"	18.5	18.5	"
50	12' 12' 30"	4.6-8	4.6-8	282.0
51	9' 51' 15"	18.495	18.5	"
52	6' 05' 45"	18.495	18.5	"
53	2' 20' 10"	18.495	18.5	"
54	3'59' 05" 10"	19.01	19.01	"
55	3'59' 53' 00"	18.995	19.0	"
56	3'59' 07' 30"	17.995	18.0	"
57	3'48' 28' 00"	17.995	18.0	"
58	3'48' 19' 00"	18.0	18.0	"
59	3'48' 04' 00"	18.995	19.0	"
60	3'36' 18' 30"	17.995	18.0	"
61	3'34' 39' 00"	17.995	18.0	"
62	3'30' 59' 40"	17.995	18.0	"
63	3'27' 20' 15"	17.995	18.0	"
64	3'23' 02' 20"	24.31	"	"
65	1'32' 11' 55"	4.5	4.5	262.0
66	1'30' 46' 25"	25.6	25.6	364.0
67	1'33' 22' 50"	19.5	19.5	"
68	1'30' 51' 55"	14.205	14.205	"

SCHEDULE OF PERMANENT MARKS

No	BEARING	DISTANCES	DESCRIPTION
1	89° 48' 20"	4.4	17.6 D.H. & W. IN KERBS
2	359° 48' 20"	3.4	"
3	359° 48' 20"	3.4	"
4	89° 48' 20"	4.4	"
5	6° 51' 00"	3.5	"
6	347° 30' 00"	3.6	"
7	102° 41' 00"	4.4	"
8	359° 08' 10"	3.275	"
9	356° 58' 40"	3.4	"
10	344° 40' 00"	3.3	"
11	345° 19' 00"	2.8	"
12	50° 24' 10"	4.3	"



SCHEDULE OF SHORT BOUNDARIES

No	BEARING	DIST	No	BEARING	DIST	No	BEARING	DIST
141	44° 48' 20"	5.625	148	356° 58' 40"	5.0	155	42° 08' 10"	3.13
142	344° 48' 20"	5.625	149	356° 58' 40"	4.0	156	42° 08' 10"	5.22
143	141° 03' 55"	6.6	150	356° 58' 40"	5.0	157	344° 40' 05"	7.5
144	227° 36' 25"	8.6	151	305° 33' 10"	4.7	158	344° 40' 05"	8.5
145	86° 59' 00"	8.82	152	305° 33' 10"	2.915	159	294° 50' 35"	3.63
146	47° 18' 10"	4.095	153	266° 59' 00"	9.36	160	294° 50' 35"	4.895
147	47° 18' 10"	4.373	154	74° 40' 00"	6.21	161	294° 40' 00"	8.485

D. P. 259805

Registered: 1980-12-3, 1980-12-3
 C.A. No 54408 OF 5/12/1979
 The Scheme: TORRENS
 Purpose: SUBDIVISION
 Ref. Map: U7960-N, 42 & 44
 Last Plan: D. P. 259016
 D. P. 255304
 PLAN OF SUBDIVISION OF LOT 1151, D.P. 259016 & LOT 823, D.P. 259304.

Reduction Ratio: 1:1000
 Lengths in metres.

Nearest City: PENRITH
 Locality: WERRINGTON
 Parish: LONDONDERY
 County: CUMBERLAND

This is sheet 1 of my plan in 4 sheets (delete if inapplicable)

I, IAN JAMES LACKENBERG, of 123 BIGGIE STREET, LONDONDERY, 2160, do hereby certify that the survey represented on this plan was carried out by me or under my supervision and that the bearings and distances are true to the best of my knowledge and belief and that the area shown is the true area of the land described.

Signed: IAN JAMES LACKENBERG, 1979.
 Signature registered under Survey Act, 1958, as provided for in section 11 of that Act. Expiry date of Survey Certificate: 1979.

Panel for use only for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restrictions as to use.

IT IS INTENDED TO DEDICATE TO THE PUBLIC AS ROADS:
 GREENBANK DRIVE, GRAZIER DRIVE, WANDOR GLEN, ABBEY ROW, WANDOR GLEN, CHAMPELLE COURT, BILLABONG GLEN, BELLA ROW, SPACEMAN GLEN.
 IT IS INTENDED TO DEDICATE TO THE PUBLIC:
 PATIWA'S SHOW.
 IT IS INTENDED TO CREATE AS PUBLIC RESERVE:
 LOT 214 SUBJECT TO EASEMENT 973 WIDE (Vide D.P. 259016).

PURSUANT TO SECTION 88(1) OF AS 1919 AS AMENDED I HEREBY AUTHORISE THE CONVEYANCING ACT, 1919 AS AMENDED TO DRAIN WATER, COVER 2 EASEMENT TO DRAIN WATER, 20 WIDE & VARIABLE, 3 EASEMENT TO DRAIN WATER, 3-QUIRE 50 WIDE & VARIABLE, 4 EASEMENT FOR ELECTRICITY, 5 EASEMENT FOR ELECTRICITY, 6 EASEMENT FOR UNDERGROUND, 7 RESTRICTIONS AS TO USES.

Surveyors Reference: 44-737/2, L.C.A-116

Plan Drawing only to appear in this space

OFFICE USE ONLY

Y I F Z A 4 A

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

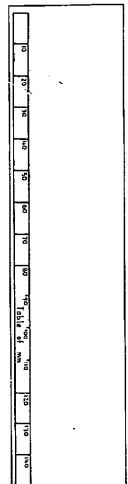
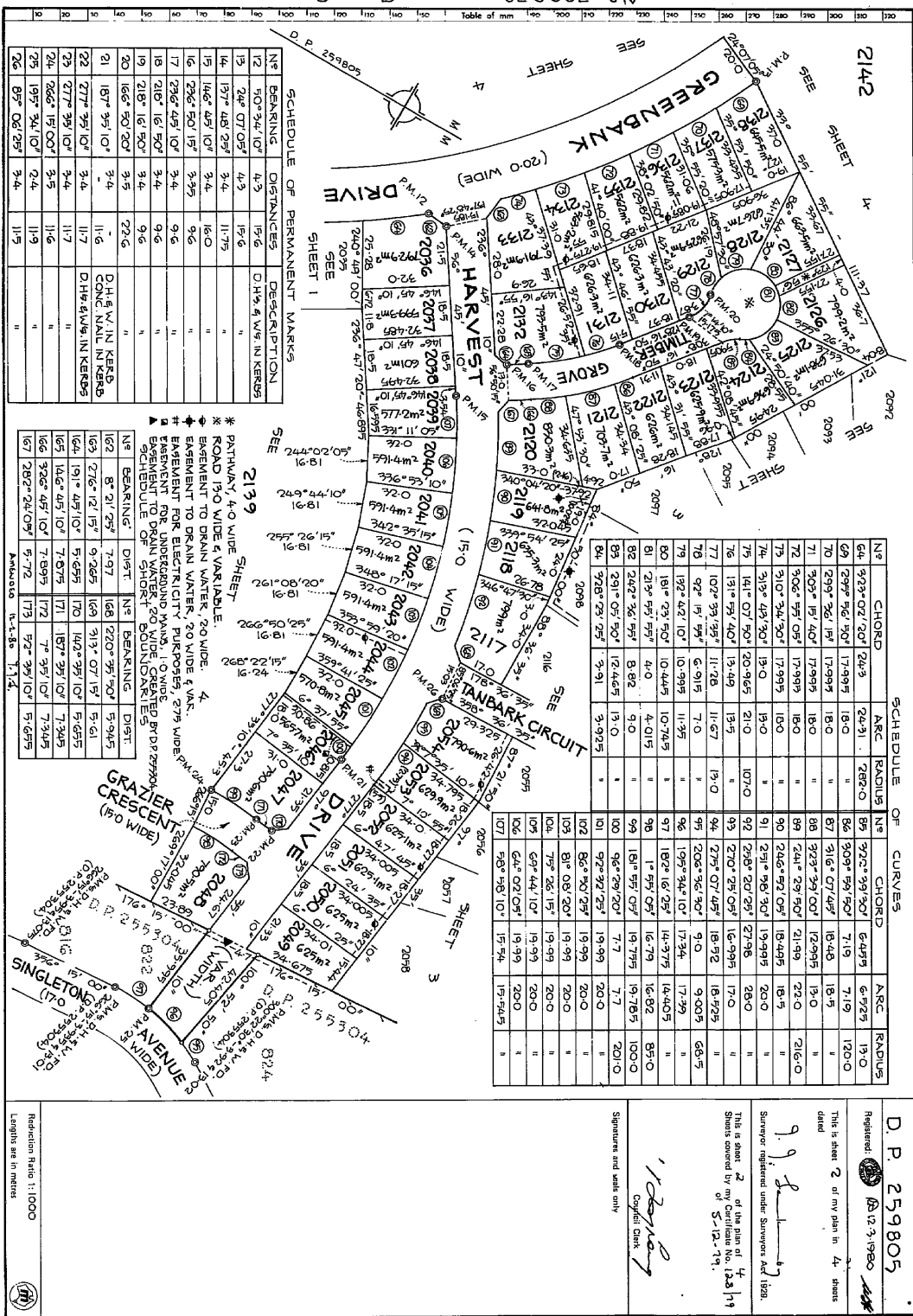
MPD

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this is a true and correct copy of the document in my custody this 13th day of March, 1980.

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

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY



I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody, this 13th day of March, 1990

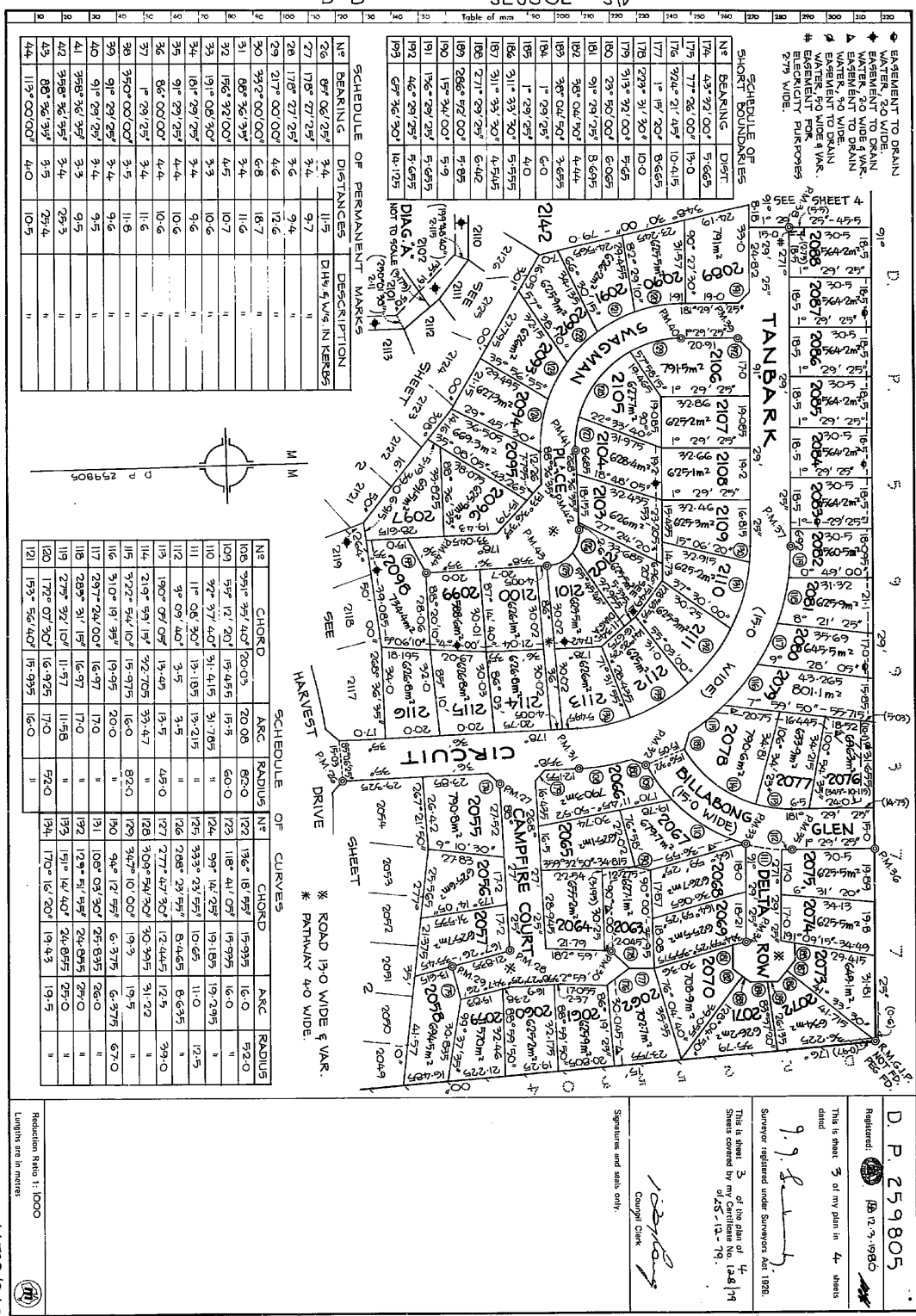
Reduction Ratio: 1:1000
 Lengths are in meters



Surveyor's Reference: 447372/Z.L.C.4-118

529802 214

PLAN FORM 3 To be used in conjunction with Plan Form 2
 WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION
 OFFICE USE ONLY



SCHEDULE OF PERMANENT MARKS

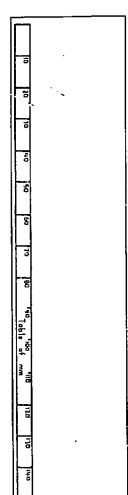
NE BEARING	DISTANCES	DESCRIPTION
26	87° 00' 25"	3.4
27	178° 27' 25"	3.4
28	178° 27' 25"	3.4
29	217° 00' 00"	4.6
30	332° 00' 00"	6.8
31	88° 36' 35"	3.4
32	156° 32' 00"	4.5
33	191° 08' 30"	3.3
34	181° 09' 25"	4.4
35	91° 23' 25"	4.4
36	86° 00' 00"	4.4
37	1° 28' 25"	11.6
38	350° 00' 00"	3.5
39	91° 23' 25"	3.4
40	91° 23' 25"	3.4
41	358° 36' 35"	3.3
42	358° 36' 35"	3.4
43	88° 36' 35"	3.5
44	113° 00' 00"	4.0

SCHEDULE OF CURVES

NE	CHORD	ARC	RADIUS	NE	ARC	RADIUS
105	391° 33' 40"	70.05	20.08	122	136° 18' 55"	15.935
106	342° 12' 20"	15.455	15.5	123	118° 41' 09"	15.935
107	322° 37' 40"	31.415	31.785	124	99° 14' 25"	19.185
108	11° 08' 30"	13.185	13.215	125	333° 23' 55"	10.65
109	97° 09' 40"	3.5	3.5	126	288° 23' 55"	8.635
110	190° 07' 05"	13.45	13.5	127	277° 47' 30"	12.445
111	219° 59' 15"	32.705	33.47	128	309° 54' 30"	30.345
112	322° 54' 10"	15.975	16.0	129	347° 10' 00"	19.3
113	310° 18' 35"	19.95	20.0	130	94° 12' 55"	5.375
114	287° 24' 00"	16.97	17.0	131	108° 03' 30"	25.835
115	285° 31' 15"	16.97	17.0	132	129° 51' 55"	24.835
116	322° 13'	11.57	11.58	133	151° 14' 40"	24.835
117	172° 07' 30"	16.925	17.0	134	170° 16' 20"	19.43
118	153° 56' 40"	15.935	16.0			

Reduction Ratio: 1:1000
 Lengths are in meters

Surveyors Reference: 44-732/2 L.C.4-18



I, Bruce Richard Davies, Registrar General for New South Wales, certify that this is a true and correct copy of the plan as shown to me as a permanent document in my custody, this 13th day of March, 1980.

D. P. 259805

Registered: 18/2/1980

This is sheet 3 of my plan in 4 sheets

9.9.1980

Surveyor registered under Surveyors Act 1980.

This is sheet 3 of the plan of 4 sheets covered by my Certificate No. 128119 of 25.12.79.

13/3/80
 Geograph Clerk

Signatures and seals only.

D P 259805 2/4

PLAN FORM 3 To be used in conjunction with Plan Form 2
 WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

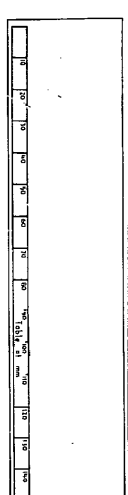
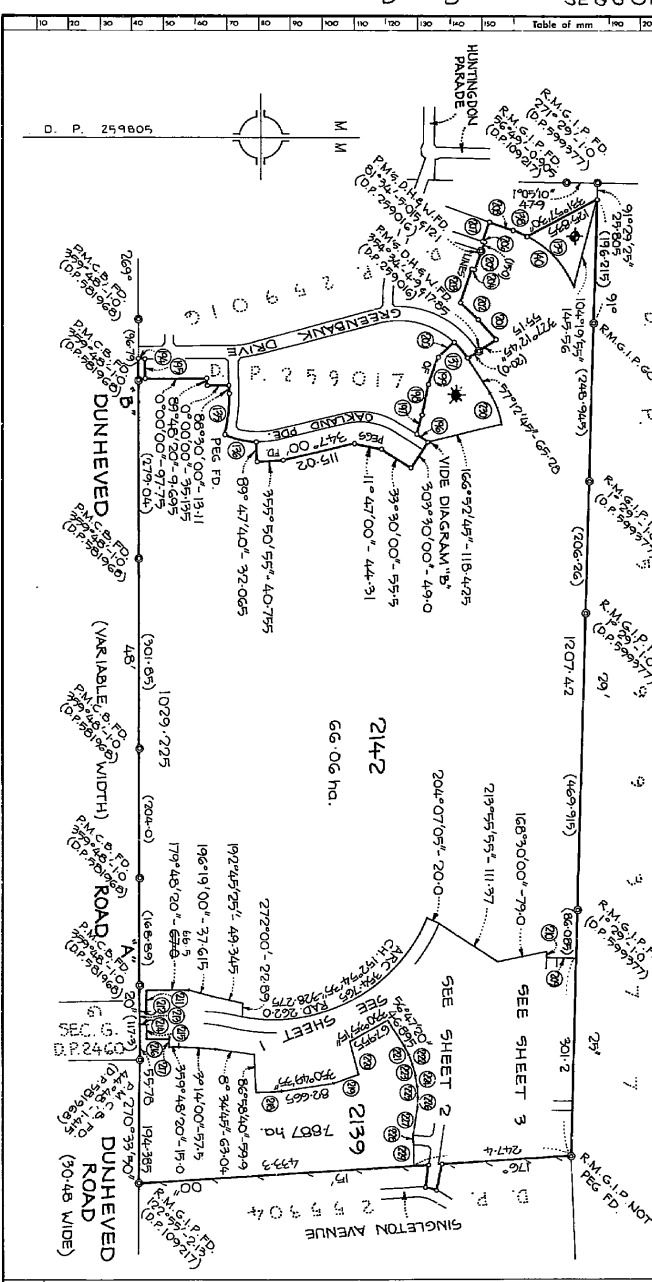
DIAGRAM 'B'
 NOT TO SCALE

SCHEDULE OF CURVES

NO	CHORD	ARC	RADIUS
194	97° 57' 30" / 66.205'	66.205'	275.0
195	9° 29' 30" / 50.005'	50.005'	150.0
196	50° 03' 45" / 32.36'	32.445'	130.0
197	29° 39' 50" / 23.98'	24.0	165.0
198	47° 29' 45" / 11.05'	11.3.26'	11
199	49° 19' 45" / 33.34'	33.7.26'	11
200	68° 29' 25" / 53.79'	54.3.4'	135.0

SCHEDULE OF SHORT BOUNDARIES

NO	BEARING	DIST.	NO	BEARING	DIST.
194	0° 00' 00"	10.0	212	179° 48' 20"	10.0
195	89° 48' 20"	32.0	213	269° 48' 20"	20.0
196	219° 30' 00"	21.495'	214	359° 48' 20"	10.0
197	286° 20' 10"	30.65'	215	89° 48' 20"	22.5
198	280° 30' 00"	50.165'	216	399° 48' 20"	39.5
199	290° 44' 30"	45.64'	217	69° 48' 20"	12.5
200	314° 28' 40"	33.0	218	358° 17' 05"	40.415'
201	227° 48' 10"	41.245'	219	340° 59' 17"	40.05'
202	222° 56' 30"	40.55'	220	254° 40' 05"	54.5
203	209° 29' 50"	56.615'	221	64° 02' 05"	16.81
204	19° 29' 50"	4.3'	222	69° 44' 10"	16.81
205	289° 29' 50"	47.0	223	79° 26' 15"	16.81
206	199° 29' 50"	3.85'	224	81° 08' 20"	16.81
207	289° 29' 50"	32.0	225	88° 50' 25"	16.81
208	19° 29' 50"	39.315'	226	85° 22' 15"	16.24
209	181° 29' 25"	45.5	227	97° 39' 10"	45.5
210	271° 29' 25"	8.18	228	86° 15' 00"	15.0
211	89° 48' 20"	34.0	229	89° 17' 00"	32.045'



Plan Drawing only to appear in this space

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 13th day of March, 1980

D. P. 259805

Registered: 85/12/3/1980

This is sheet 4- of my plan in 4 sheets dated

Surveyor registered under Surveyors Act 1928.

This is sheet 4- of the plan of 4 sheets covered by my Certificate No. 128/179 of 8/12/71.

Signatures and seals only.

Council Clerk

Reduction Ratio 1: 9000
 Lengths are in meters

SURVEYORS REFERENCE: 44-732/2 L.C4-18

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 17th August, 1990

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 883 OF THE CONVEYANCING ACT, 1919

Sheet 1 of 5 sheets

Plan: **DP259805**
 Subdivision of Lot 1151 in D.P. 259016 and Lot 823 in D.P. 255304 covered by Council Clerk's Certificate No. 128/79.

Full Name and Address of the Proprietor of the Land:
 Land Commission of New South Wales
 Level 23 Town Hall House, Sydney Square, N.S.W.

1. Identity of easement firstly referred to in abovementioned Plan:
 Easement to drain water 2.0 wide.

SCHEDULE OF LOTS, ETC., AFFECTED

Lots burdened	lots, name of road, or Authority benefited
2132	2133, 2134, 2135, 2136, 2137, 2138
2133	2134, 2135, 2136, 2137, 2138
2134	2135, 2136, 2137, 2138
2135	2136, 2137, 2138
2136	2137, 2138
2137	2138
2044	2049, 2050
2050	2049, 2050, 2051
2051	2049, 2050, 2051, 2052
2052	2049, 2050, 2051, 2052
2053	2049, 2050, 2051, 2052, 2053
2054	2080, 2081, 2082, The Council of the City of Penrith
2079	2081, 2082, The Council of the City of Penrith
2080	2082, The Council of the City of Penrith
2081	2082, The Council of the City of Penrith
2082	The Council of the City of Penrith
2083	2084, 2085, 2086, 2087, 2088, The Council of the City of Penrith
2084	2085, 2086, 2087, 2088
2085	2086, 2087, 2088
2086	2087, 2088
2087	2088

2. Identity of easement firstly referred to in abovementioned Plan:
 Easement to drain water 2.0 wide and variable width.

SCHEDULE OF LOTS AFFECTED

lots burdened	lots benefited
2098	2119, 2120, 2121
2099	2098, 2119, 2120, 2121
2100	2098, 2099, 2119, 2120, 2121
2101	2102, 2103, 2104, 2105
2102	2103, 2104, 2105
2103	2104, 2105
2104	2105
2105	2120, 2121

3. Identity of easement firstly referred to in abovementioned Plan:
 Easement to drain water 3.0 wide.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 883 OF THE CONVEYANCING ACT, 1919

Sheet 2 of 5 sheets

Plan: **DP259805**
 Subdivision of Lot 1151 in D.P. 259016 and Lot 823 in D.P. 255304 covered by Council Clerk's Certificate No. 128/79.

Full Name and Address of the Proprietor of the Land:
 Land Commission of New South Wales
 Level 23 Town Hall House, Sydney Square, N.S.W.

4. Identity of easement firstly referred to in abovementioned Plan:
 Easement to drain water 5.0 wide and variable width.

SCHEDULE OF LOTS, ETC., AFFECTED

lots burdened	Authority benefited
2062	The Council of the City of Penrith
2063	2062, The Council of the City of Penrith
2067	2062, 2063, The Council of the City of Penrith
2076	2062, 2063, 2067, The Council of the City of Penrith
2077	The Council of the City of Penrith
2078	The Council of the City of Penrith

5. Identity of easement firstly referred to in abovementioned Plan:
 Easement for Electricity purposes 2.75 wide.

SCHEDULE OF LOTS, ETC., AFFECTED

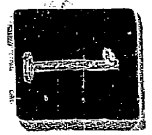
lots burdened	Authority benefited
2013	Prospect County Council
2053	Prospect County Council
2088	Prospect County Council

6. Identity of easement firstly referred to in abovementioned Plan:
 Easement for Underground Mains 1.0 wide.

SCHEDULE OF LOTS, ETC., AFFECTED

lots burdened	Authority benefited
2013	Prospect County Council
2046	Prospect County Council

7. Identity of restriction firstly referred to in abovementioned Plan:
 Restrictions as to user.



Handwritten signatures and initials: *Payton*, *Rob Perry*, *John H. Bennett*

WRP15231079/6278

Handwritten signatures and initials: *Payton*, *Rob Perry*, *John H. Bennett*



This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 17th August, 1990

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

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 3 of 5 Sheets

Plan: DP259805

PART 1

Subdivision of Lot 1151 in D.P. 259016 and Lot 823 in D.P. 255304 covered by Council Clerk's Certificate No. 128/79.
Land Commission of New South Wales Level 23 Town Hall House, Sydney Square, N.S.W.

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 4 of 5 Sheets
Plan: DP259805
PART 2
Subdivision of Lot 1151 in D.P. 259016 and Lot 823 in D.P. 255304 covered by Council Clerk's Certificate No. 128/79.
Land Commission of New South Wales Level 23 Town Hall House, Sydney Square, N.S.W.

SCHEDULE OF LOTS, ETC., AFFECTED

Lots burdened
Lots name of road, or Authority benefited

All lots except lots 2139, 2140, 2141 and 2142
Every other lot except lots 2139, 2140, 2141 and 2142

PART 2

5. Terms of easement for Electricity purposes 2.75 wide fifthly referred to in abovementioned plan:

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

6. Terms of easement for Underground Mains 1.0 wide sixthly referred to in abovementioned plan:

An easement for the transmission of electricity with full and free right leave liberty and licence for the Council and its successors to erect construct place repair renew maintain use and remove underground electricity transmission mains wires cables and ancillary works for the transmission of electricity and for purposes incidental thereto under and along the servient tenement AND to cause or permit electricity to flow or be transmitted through and along the said transmission mains and placement of the for the purposes of the erection construction and placement of the electricity transmission mains wires cables and any part thereof at enter into and upon the servient tenement or vehicles, materials, all reasonable times with surveyors, workmen, necessary things or machinery or implements or with any other person remove therefrom all persons and to place and leave thereon or remove therefrom all necessary materials machinery implements and things AND the Registered Proprietor for the time being of the land hereby burdened shall not erect or permit to be erected any building or other erection of any kind or description on over or under the servient tenement or alter the surface level thereof or carry out any form of construction affecting the surface level thereof or subsoil thereof without the Council's permission in writing being first had and obtained PROVIDED that anything permitted by the

7. Terms of Restrictions as to User severally referred to in abovementioned plan:

- a. Not more than one main building shall be erected on each lot burdened and such building shall not be used or permitted to be used other than as a private residential dwelling.
- b. No garage or outbuilding shall be erected or permitted to remain on each lot burdened except after or concurrently with the erection of any main building thereon.
- c. No building shall be erected on each lot burdened having external walls other than of new materials and any such building shall not be of a pre-fabricated or a kit-type construction or be a transportable building.
- d. No fence shall be erected on each lot burdened closer to the street than the house building line as fixed by Parrith City Council.
- e. No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the Land Commission of New South Wales without the consent of the Land Commission of New South Wales or its successors other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to the Land Commission of New South Wales or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every covenant in regard to being erected PROVIDED HOWEVER that the consent of the administrators and assigns only during the ownership of the said adjoining lands by the Land Commission of New South Wales or its successors other than purchasers on sale.
- f. No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of the Land Commission of New South Wales or its successors.
- g. No sanitary convenience erected on each lot burdened shall be detached or separated from any building erected thereon except where otherwise required by the authority in which event such sanitary convenience shall not be erected in a conspicuous place or position on the said lot and if the building or structure in which the said sanitary convenience is situate is visible from the street or streets to which the said lot fronts then the same shall be suitably screened.

Deputy
John Henry
John W. Lunn

Deputy
John Henry
John W. Lunn

10	20	30	40	50	60	70	Table of mm	10	120	130	140
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This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 17th August, 1990



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 5 of 5 Sheets

Plan: DP259805

PART 2
Subdivision of Lot 1151 in D.P. 25901 and Lot 823 in D.P. 255304 covered by Council Clerk's Certificate No. 128/79.

Full Name and Address of the Proprietor of the Land:
Land Commission of New South Wales
Level 23 Mowbray Hall House, Sydney Square, N.S.W.

h. No earth clay stone gravel soil or sand shall be excavated carried away or removed from each lot burdened except so far as may be reasonably necessary for the erection in accordance with the covenants herein contained of any building or swimming pool on the said lot or for any purpose incidental or ancillary thereto.

NAME OF AUTHORITY empowered to release vary or modify the restrictions as to user severally referred to in the abovementioned plan.

LAND COMMISSION OF NEW SOUTH WALES

SIGNED by me JOHN HENRY FIDMERR
as DELEGATE of the LAND COMMISSION OF NEW SOUTH WALES who hereby declares that he has no notice of the revocation of the delegation in the presence of:
Land Commission of New South Wales by its delegate:

APPROVED BY COUNCIL

John Henry Fidmerr
John W. Bennett

INSTRUMENT SETTING OUT INTERESTS CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919, LODGED WITH

DP259805
18/12-3-1990

John W. Bennett

D431274

[Extract from *Commonwealth of Australia Gazette*, No. 130,
dated 5th July, 1945.]

*Checked with plans
herein & with linear
plan of survey*

COMMONWEALTH OF AUSTRALIA.
The *Lands Acquisition Act 1906-1936*.

NOTIFICATION OF THE ACQUISITION OF EASEMENTS
BY THE COMMONWEALTH.

File 2818

IT is hereby notified and declared by the Deputy of
His Royal Highness the Governor-General acting with
the advice of the Federal Executive Council that the
right for the Commonwealth of Australia its successors and
assigns and the owners and occupiers for the time being
of Commonwealth property acquired by notification in the
Commonwealth of Australia Gazette No. 266 dated 18th
December, 1941, and No. 183 dated 2nd July, 1942, and as
appurtenant thereto to pass discharge and conduct of surface
percolating and other drainage waters by means of open
or covered drains or line or lines of pipes through over and
under and along the land firstly hereunder described together with
the right to discharge drain off and cause or permit to fall
or flow all such drainage waters from the northwestern end of
the land firstly hereunder described through over and along
the land secondly hereunder described to South Creek and
together with the right to enter into the land firstly hereunder
described by its workmen servants and others for the purpose
of excavating constructing laying cleansing amending or
repairing such open or covered drains or line or lines of
pipes has been acquired by the Commonwealth under the
Lands Acquisition Act 1906-1936 for the following public
purpose, namely: Purposes of the Commonwealth at St.
Mary's New South Wales.—(C.L.10215.)

*The dominant
tenement in respect
of the easement being ac-
quired is part of
land comprised
in C.T. No. 5500
70-131
Lacey, N.S.W.*

File 1575 + 1576

Dated this twenty-eighth day of June, One thousand nine
hundred and forty-five.

W. DUGAN
Deputy of the Governor-General.

By His Excellency's Command,
J. S. COLLINGS
Minister of State for the Interior.

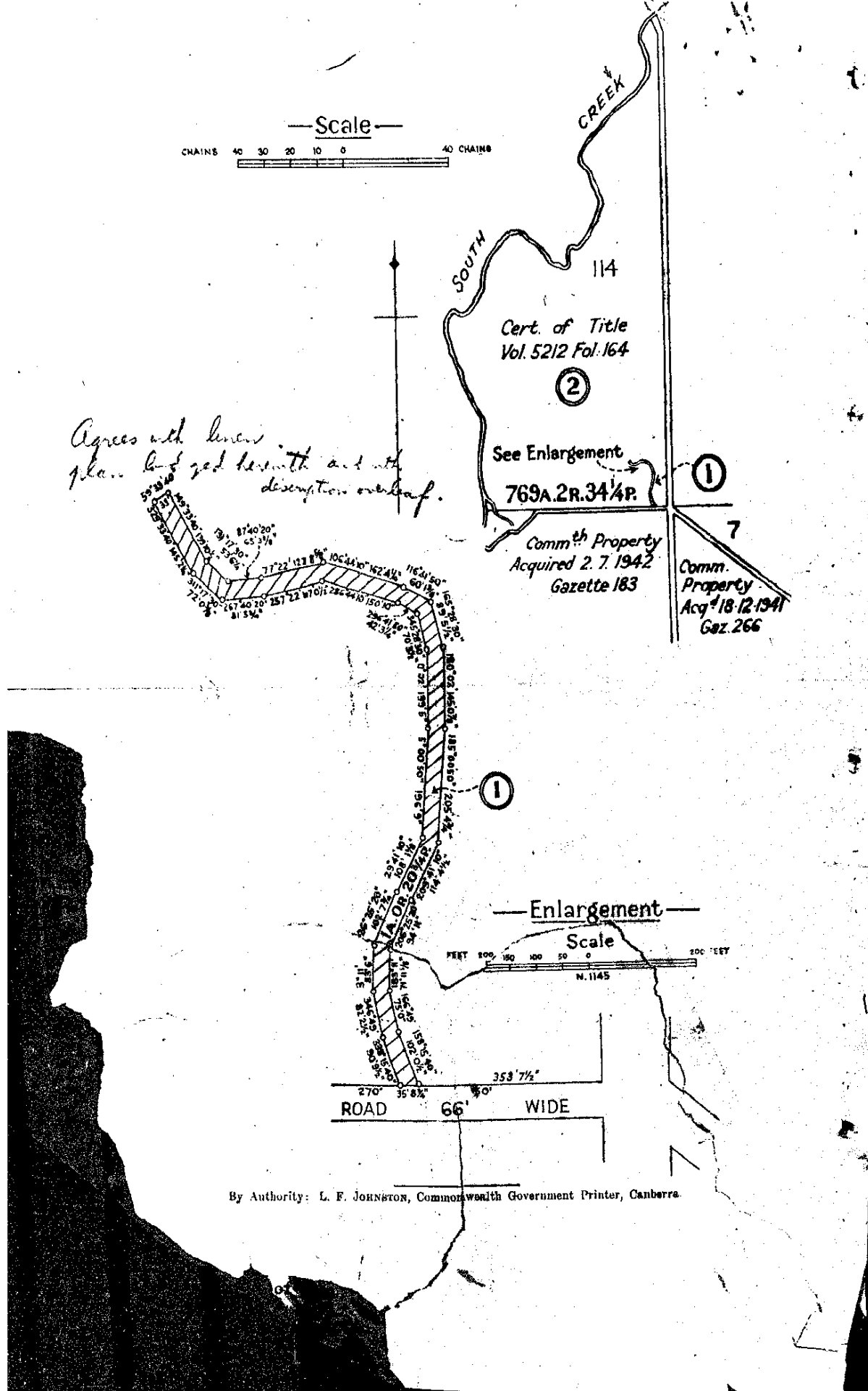
*agrees with
sketches
overleaf*

... containing an area of 1 acre
... of the Parish of Rooty Hill and bounded thence by part of the
northern side of a road 66 feet wide bearing 370 degrees 50
minutes 35 feet 8 1/2 inches thence by lines bearing 338 degrees
15 minutes 40 seconds 90 feet 9 1/2 inches 346 degrees 48 minutes
52 feet 2 1/2 inches 3 degrees 11 minutes 83 feet 6 inches 26
degrees 25 minutes 20 seconds 102 feet 7 1/2 inches 29 degrees
41 minutes 10 seconds 108 feet 1 1/2 inches 5 degrees 51 seconds
196 feet 9 inches 2 minutes 139 feet 5 inches 345 degrees 28
minutes 30 seconds 70 feet 3 1/2 inches 298 degrees 42 minutes
40 seconds 4 1/2 feet 1/2 inches 286 degrees 44 minutes 19 seconds
150 feet 10 inches 25 1/2 degrees 22 minutes 117 feet 0 1/2 inches
267 degrees 40 minutes 20 seconds 48 feet 0 1/2 inches 329 degrees
33 minutes 40 seconds 145 feet 2 1/2 inches 59 degrees 33 minutes
40 seconds 33 feet 149 degrees 43 minutes 40 seconds 130 feet
10 1/2 inches 131 degrees 17 minutes 30 seconds 53 feet 6 1/2
inches 87 degrees 40 minutes 20 seconds 65 feet 3 1/2 inches 67
degrees 22 minutes 122 feet 8 1/2 inches 106 degrees 44 minutes
10 seconds 162 feet 4 1/2 inches 118 degrees 41 minutes 50
seconds 60 feet 1 1/2 inches 165 degrees 28 minutes 30 seconds
89 feet 5 1/2 inches 180 degrees 2 minutes 145 feet 0 1/2 inches 185
degrees 50 seconds 205 feet 4 1/2 inches 209 degrees 41 minutes
10 seconds 114 feet 4 1/2 inches 204 degrees 25 minutes 20 seconds
84 feet 11 inches 183 degrees 11 minutes 71 feet 11 1/2 inches
166 degrees 49 minutes 75 feet and 158 degrees 15 minutes 40
seconds 102 feet 0 1/2 inches to the point of commencement.

This is the copy notification referred to in the
annexed Certificate
Collings

Secondly: All that piece of land containing an area of 789 acres 2 roods 34 perches more or less being the whole of the land in Certificate of Title Volume 5212 Folio 164 exclusive

of the land firstly herein described and being part of Portion 114 Parish of Rooty Hill County of Cumberland State of New South Wales as shown numbered 2 on plan hereunder.



Agrees with linear plan laid out hereunder and with description overlaid.

D431274

CONVEYANCING ACT 1919-1943.

REAL PROPERTY ACT 1900.

NOTIFICATION OF ACQUISITION OF LAND SUBJECT TO
THE PROVISIONS OF THE REAL PROPERTY ACT 1900.

I, SIR GEORGE SHAW KNOWLES, Solicitor-General of the Commonwealth of Australia, DO HEREBY CERTIFY that the copy Gazette Notification hereunto annexed is a true copy of the Gazette Notification contained in the Commonwealth of Australia Gazette No. 130 dated 5th July, 1945, declaring that the land therein described being the land mentioned in the Schedule hereunder written has been acquired by the Commonwealth of Australia AND I REQUEST that you will deal with and give effect to the said Notification in the manner provided in the Real Property Act 1900 AND I HEREBY FURTHER CERTIFY that this Instrument is correct for the purposes of the Real Property Act 1900.

SCHEDULE.

Portion	Parish	County	Part or Whole	Volume	Folio
Part of Portion 134.	Rooty Hill.	Cumberland.	Part.	5212	164

DATED the twenty fourth day of October 1945.

SIGNED in my presence by SIR GEORGE SHAW KNOWLES, the Solicitor-General of the Commonwealth for and on behalf of The Commonwealth of Australia who is personally known to me -

PLAN REFILED IN
PLAN ROOM AS F.P.
431900

George Knowles
Solicitor-General.

W. Phipps
Acting for Secretary,
Attorney-General's Department.

*The Registrar General
Government as applicant to State
comprised in Certificate of Title Vol. 5500 Folio 131
with Crown for*

*See also attached
and Commonwealth Gazette
18.12.41 page 2815
Pages 1575-4 1576 The amount
of application to the land and
divided down) P.C. 7 No. 5109 to 131*

*18.6.46
11/15
12.6.3
9 11.45*

*Are easement over the
land on plan on the
being part of Vol. 5212 to the
and also on certificate
of 1/4 5212 to the
below a certain
page
attest*

*See also attached to
5500 131*

Handwritten mark resembling a stylized 'F' or '4'

D431274

Lodged by -

Commonwealth Crown Solicitor,
108/120 Pitt Street, SYDNEY.

Notification of Acquisition
of easement affecting
part of Portion 114
Pt of Rooky Hill
Co. of Cumberland
Shire of Blacktown.

Commonwealth of Australia

Handwritten signature

Handwritten signature

Particulars entered in Register Book
Vol 5512 Fol 164
" 6500 " 131

the 22nd day of May, 1946.
at 12 o'clock noon.

J. Wells
Registrar
[Signature]



15	EXTRA FEES	<i>Handwritten</i>
	Diagram	<i>Handwritten</i>
	Extra Folios	<i>Handwritten</i>

INDEXED
4 JUN 1946
BY *Handwritten*
CHECKED BY *Handwritten*

Handwritten notes and signatures at the bottom of the page.

Signatures and seals only.

Plan Drawing only to appear in this space

OFFICE USE ONLY

D.P. 599377

Registered: 19-1-1979

C.A. No. S. 4250 OF 24-2-1978

Title System: TORRENS

Purpose: SUBDIVISION

Plan Map: U7360-1-1-14-2-01

Last Plan: D.P. 535498

PLAN: OF SUBDIVISION OF PART OF LOT 1 IN D.P. 535498 BEING PART OF THE LAND COMPRISED IN C.T. VO. 1118 FO. 15

Reduction Ratio: 1:20,000

Lengths are in metres.

Man/State: BLACKTOWN

City of: PENRITH

Locality: ST MARYS

Parishes: LONDONDERRY & ROOTY HILL

County: CUMBERLAND

This is a plan of the land shown in sheets

1. PAUL JOSEPH ROBINSON

of AUSTRALIAN SURVEY OFFICE, N.S.W.

a surveyor registered under the Surveyors Act, 1939, as amended

and a member of the Institution of Engineers, Australia, and the Institution of Surveyors, Australia

has prepared this plan in accordance with the Survey Act, 1939, as amended

and has been authorised to do so by the Surveyor-General, New South Wales, in the presence of —

Signature: [Signature]

Signature: [Signature]

Signature: [Signature]

Signature: [Signature]

Signature: [Signature]

Signature: [Signature]

Signature: [Signature]

Signature: [Signature]

Signature: [Signature]

Signature: [Signature]

1 A

2 A

3 A

4 A

5 A

6 A

7 A

8 A

9 A

10 A

11 A

12 A

13 A

14 A

15 A

16 A

17 A

18 A

19 A

20 A

21 A

22 A

23 A

24 A

25 A

26 A

27 A

28 A

29 A

30 A

31 A

32 A

Signature and seal only.

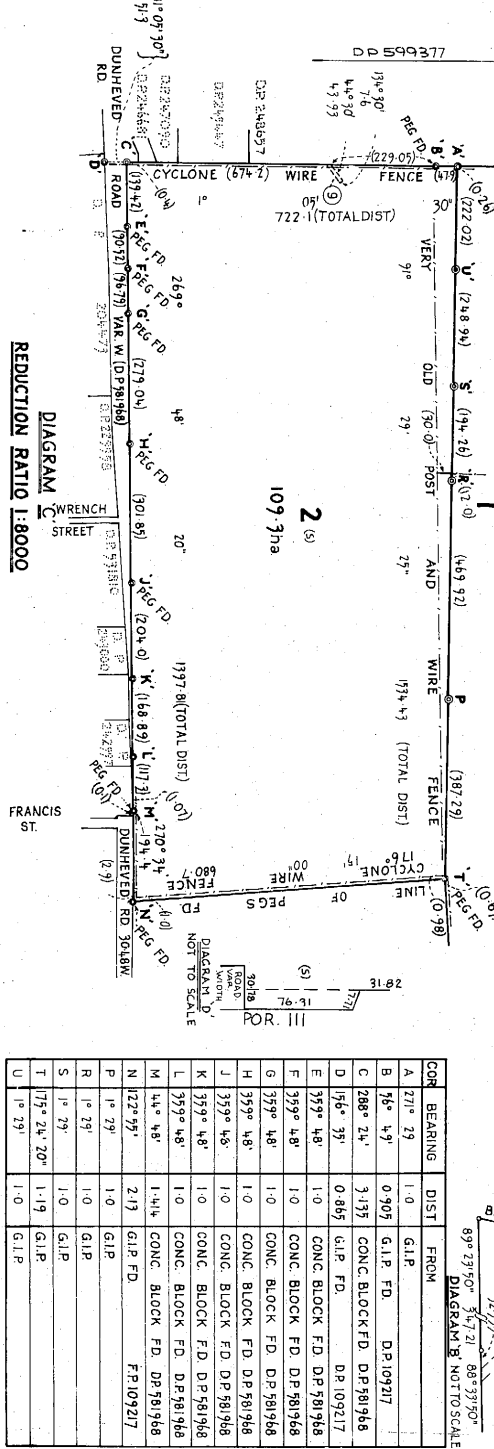
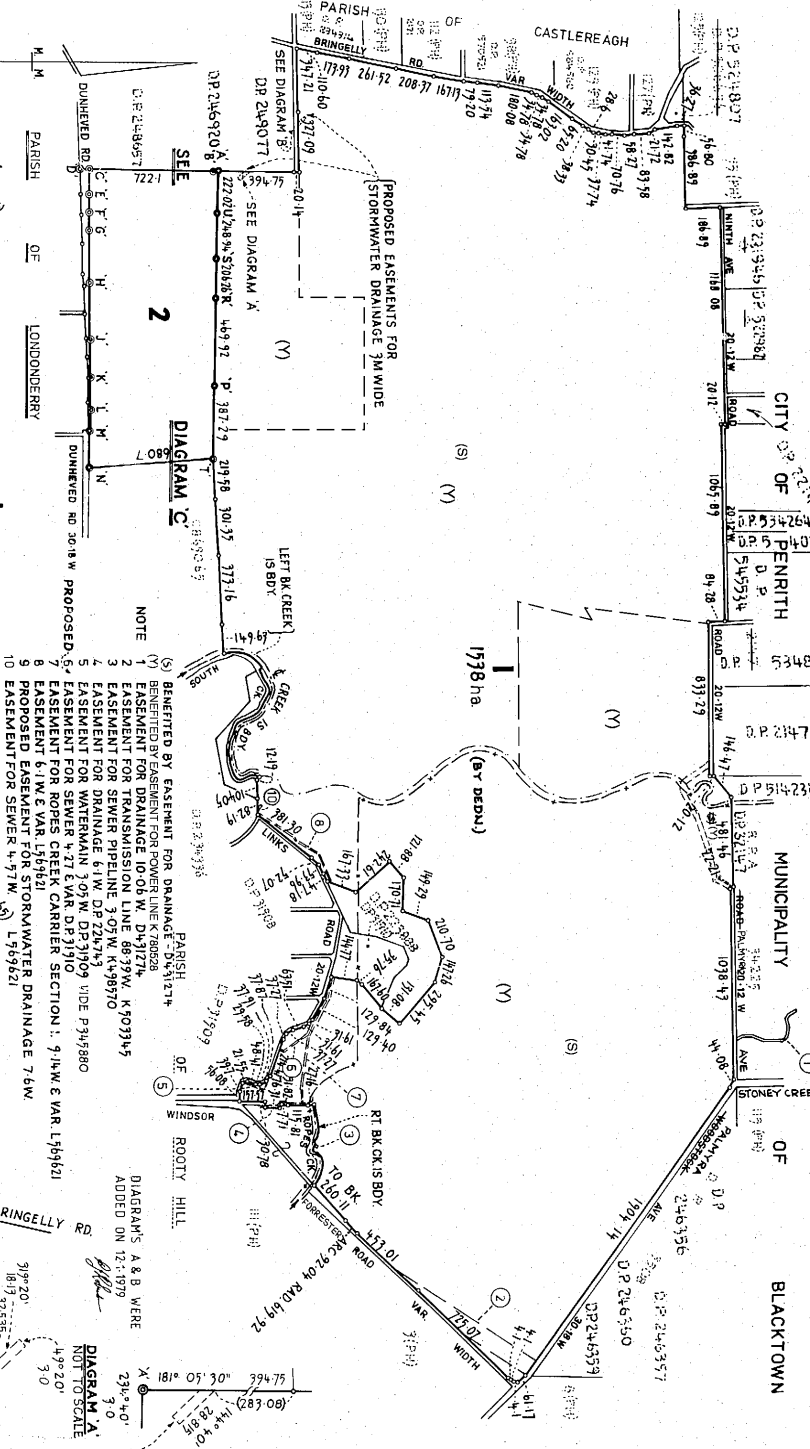
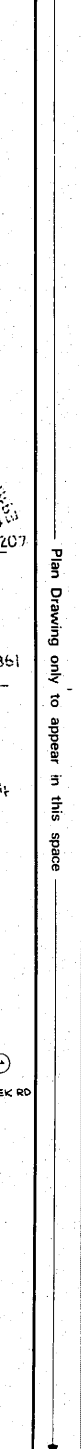


Table with columns: COR, BEARING, DIST, FROM, TO. Lists bearings and distances for various points.

Legal text regarding the survey, including references to the Surveyors Act and the Institution of Engineers.

Additional notes and signatures at the bottom left of the plan.

Warning: CHEASING OR FOLDING WILL LEAD TO REFLECTION



THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE.

R.P. 13A. No. 14568
1569620 23/64138 BGT/LW
 New South Wales

Fees — £
 Lodgment : :
 Endorsement : :
 £ 21.00
 2.4.69

MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900.)

THE COMMONWEALTH OF AUSTRALIA

(Trusts must not be disclosed in the transfer.)
 Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

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

(herein called transferor)
 being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of **TEN THOUSAND SEVEN HUNDRED DOLLARS** (£10700.00) (the receipt whereof is hereby acknowledged) paid to it by **THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD**

do hereby transfer to

THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
 of Cnr. Pitt and Bathurst Streets, Sydney
 (herein called transferee)

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

The description may refer to the defined residue of the land in a certificate or grant (e.g. "And being residue after transfer number ") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being Lot section D.P. ").

Unless authorised by Reg. 68 Conveyancing Act, Regulations, 1961 a plan may not be annexed to or endorsed on this transfer form.

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

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
Cumberland	Rooty Hill	Whole	9032	51	Lot 1 Deposited Plan No. 223888
		Part	9032	50	
		Part	9032	52	
		Part	8237	56	

Volume 11118 Folio 15
 RESERVING unto the Transferor as appurtenant to the land comprised in Certificate of Title Volume 8237 Folio 69 full and free right leave liberty and licence for the Transferor and its successors to erect construct place repair renew maintain use and remove electricity transmission mains wires cables towers poles and ancillary works for the transmission of electricity and for purposes incidental thereto through and/or over and/or along the land described as "Proposed Easement for Power, Line 16 feet wide and Variable Total Area 2r. 74p." in lot 1 of D.P. 223888 and to cause or permit electricity to flow or be transmitted through and along the said transmission mains wires and cables and to cut or trim or lop trees branches and other growths or foliage which now or at any time hereafter may overhang encroach or be in or on the said respective parts of land and which may or may be likely to interfere with any right leave liberty or licence granted hereunder and for any of the purposes aforesaid to enter into and upon the said respective parts of land or upon any part thereof at all reasonable times with surveyors workmen horses carts vehicles materials machinery or implements or with any other necessary things or persons and to bring and place and leave thereon or remove therefrom all necessary materials machinery implements and things AND the Transferor doth hereby for itself its successors and assigns covenant with the Transferee that it and they will save harmless and indemnify the Transferee from and against and make good loss or damage whatsoever occasioned by the Transferor its successors and assigns in the exercise of any right leave liberty or licence hereby granted.

Co. 17. vol. 9075
 10. 504 504. 10. 8237 44. 6.
 10. 504 504. 10. 8237 44. 6.
 10. 504 504. 10. 8237 44. 6.

8237-09 vol DP 224 536

New Bathurst St. land comprised

L569620

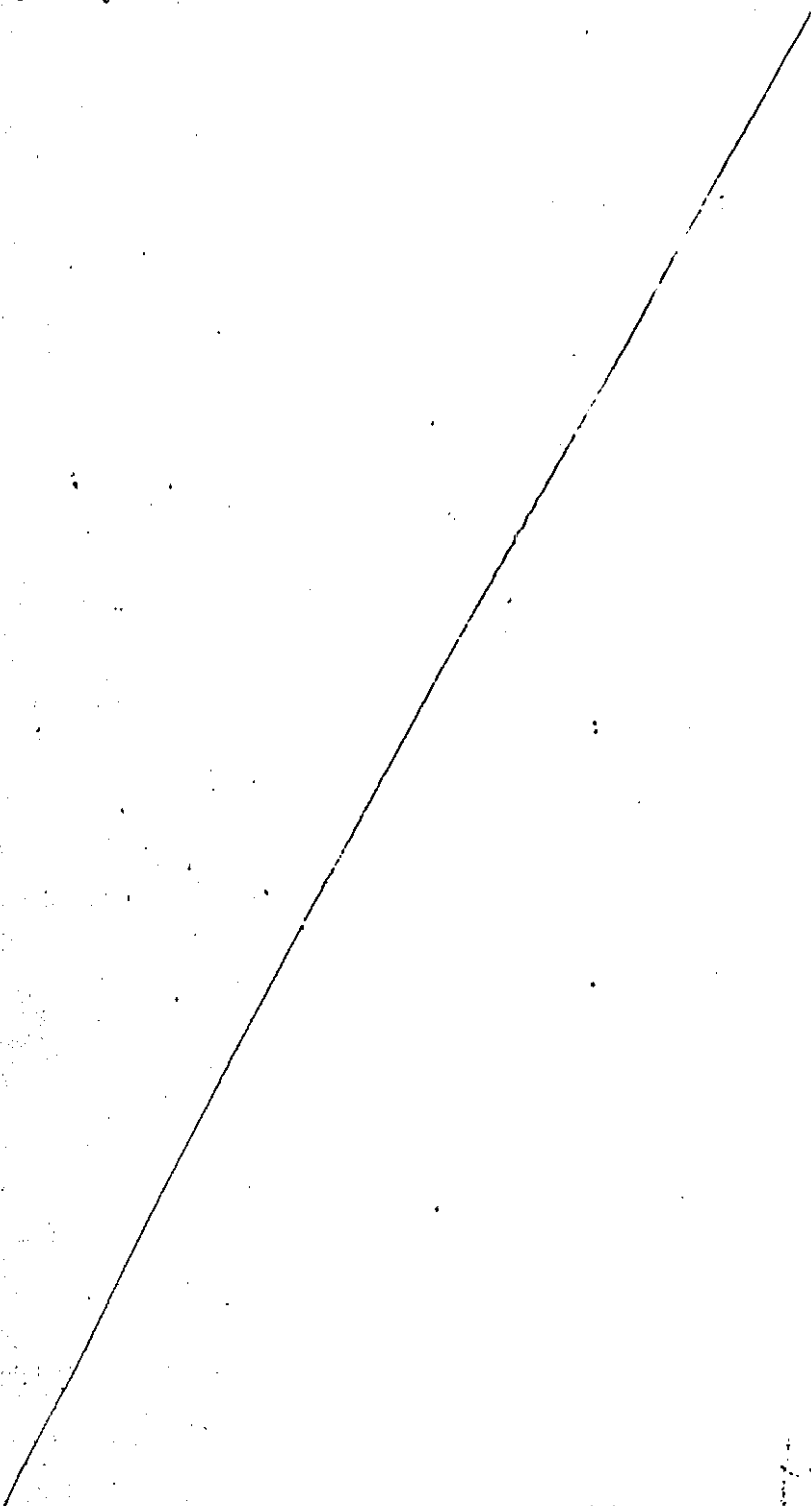
②

~~AND THE TRANSFEREE SHALL COVENANT WITH THE TRANSFEROR~~

AND the transferee for itself and its assigns covenants with the transferor and its assigns that it will erect at its own cost new security fences on the new boundaries of the land where necessary.

- d Strike out if unnecessary, or suitably adjust,
- (i) if any easements are to be created or any exceptions to be made; or
- (ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919.



ENCUMBRANCES, &c., REFERRED TO:

Easement No. D. 431274.
Transfer and Grant No. J.340279

A very short note will suffice.

K 1165-2

Form I

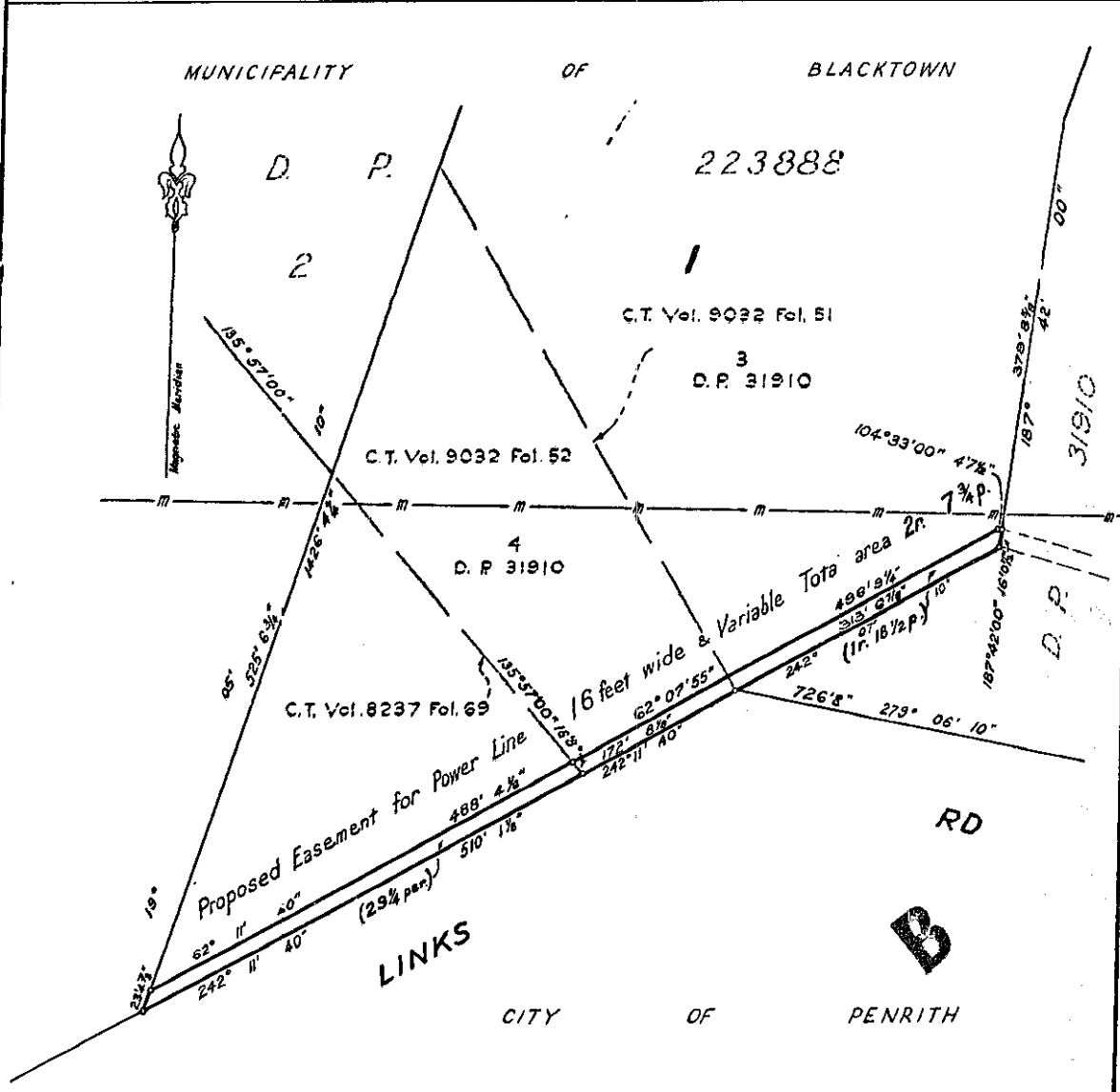
A

OFFICE USE ONLY

**PLAN OF Easement 16 feet wide and variable width
 in Lot 1 D.P. 223888**

Mun./Shire/City Penrith
 Town or Locality St Marys North
 Parish Rooty Hill
 County Cumberland Scale 264 feet to 1 inch

Registered: L-69620
 C.A.: _____
 Title System: _____
 Purpose: _____
 Ref. Map: _____
 Last Plan _____



WARNING. Plan Drawing only to appear in this space.

WARNING. Plan Drawing only to appear in this space.

Signatures, Seals and Statements of Dedications and Easements.

THIS IS THE ADDRESS FOR THE
 MEMORANDUM OF TRANSFER
 TO BE FILED IN THE OFFICE OF THE
 REGISTRAR
 This date: _____

SIGNED for and on behalf of THE COMMON
 WEALTH OF AUSTRALIA by a person holding or
 performing the duties of the office of Assistant Deputy
 Crown Solicitor, Deputy Crown Solicitor's Office, New
 South Wales, in the presence of _____
 an officer of the Attorney General's Department.

[Handwritten signature]

I, Arthur John GALLAGHER
 of M.W.S & D.E 341 Pitt St Sydney
 a surveyor registered under the Surveyors Act, 1929, as amended,
 hereby certify that the survey represented in this plan
 was compiled from information in D.P. 31910, D.P. 223888, and
 is accurate and has been made (1) by me (2) under my
 immediate supervision in accordance with the Survey Practice
 Regulations, 1933, and was completed on _____
 Signature [Handwritten Signature] 24-3-66
 Surveyor registered under Surveyors Act, 1929, as amended.
 Datum Line of Fairmuth.

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

Subdivision No. _____ Date _____
 Council Clerk _____

the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:— (a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging 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 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 a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public. (c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commissioners' Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London), 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 such declaration), or such other person as the said Chief Justice may appoint.

Strike out unnecessary words. 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 Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

Signed at Sydney the thirteenth day of March 1968
Signed in my presence by the transferor
WHO IS PERSONALLY KNOWN TO ME

SIGNED for and on behalf of THE COMMONWEALTH OF AUSTRALIA by a person holding or performing the duties of the office of Assistant Deputy Crown Solicitor, Deputy Crown Solicitor's Office, New South Wales, in the presence of —
an officer of the Attorney-General's Department

(5)

Transferor.*

Signed in my presence by the transferee
WHO IS PERSONALLY KNOWN TO ME

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

Transferee(s).

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

THE COMMON SEAL of THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD was affixed hereto in the presence of a quorum of the Board on the twenty-eighth day of June 1967. AS WITNESS the hands of Douglas Sutherland and Hugh Carlyle Foster two of the members in whose presence the seal was so affixed.

Handwritten signatures of Douglas Sutherland and Hugh Carlyle Foster.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.
(To be signed at the time of executing the within instrument.)

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer?

Signed at the day of 19
Signed in the presence of

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.*

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

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and 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 renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

L-1562

LODGED BY W. R. SMOOTHEY. SOLR.
CNR. PITT & BATHURST STS
SYDNEY
20648 XHW STKY

No. L569620

FEES.
 The Fees, which are payable on lodgment, are as follows:--
 (a) £2 10s. 0d. where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £3. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
 (b) A supplementary charge of £1 is made in each of the following:--
 (i) Where a restrictive covenant is imposed; or
 (ii) A new easement is created; or
 (iii) A partial discharge of mortgage is endorsed on the transfer.

DOCUMENTS LODGED HEREWITH.
 To be filled in by person lodging dealing.
 1 107 (3) 146
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____

} Received Docs. Nos.
 } Receiving Clerk.

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

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

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at _____ this _____ day of _____ 19 _____
 Signed in my presence by _____

who is personally known to me. _____ Mortgagee.

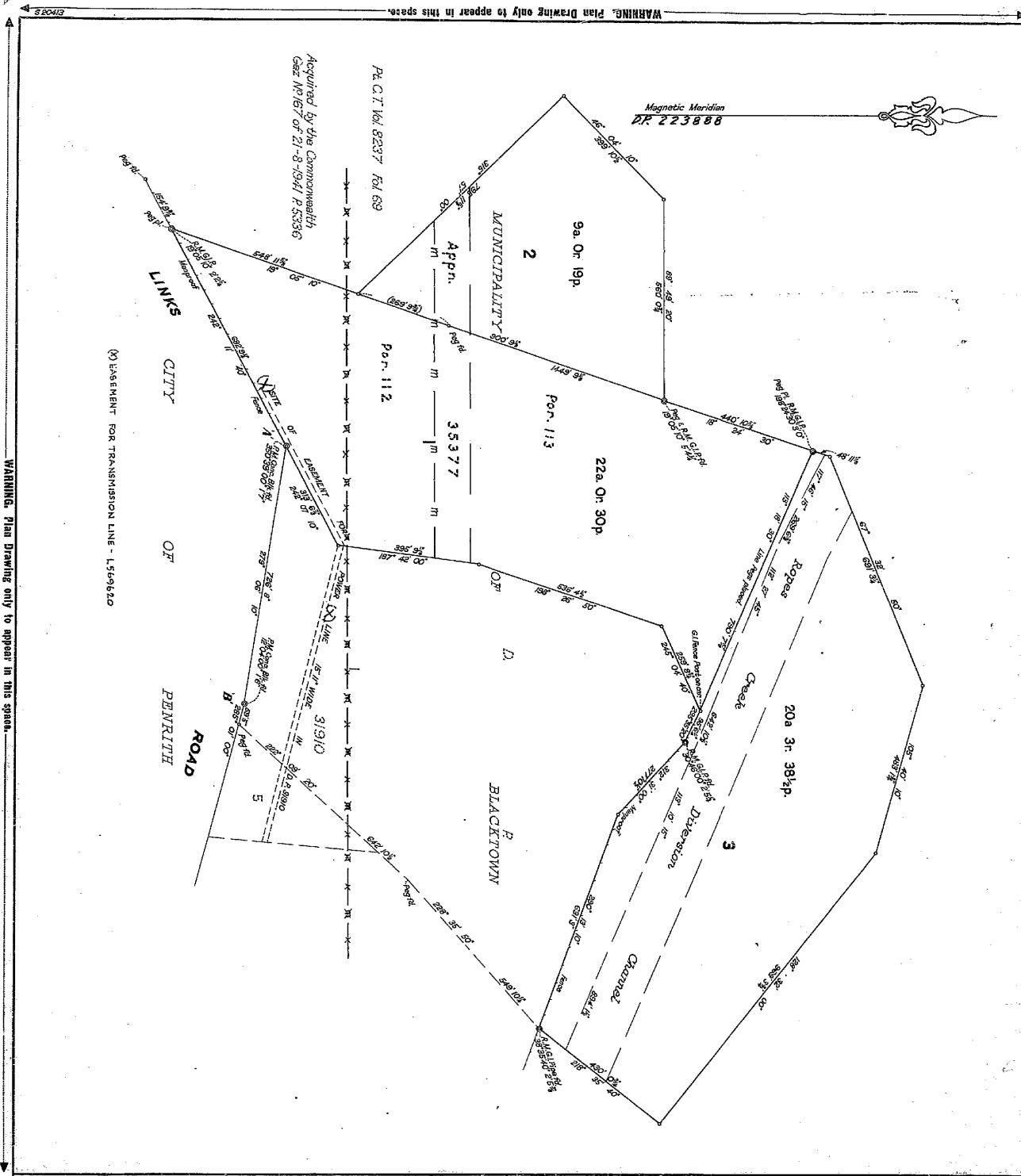
LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER <i>Reserving easement for transmission line.</i> <i>subject to covenant</i>
Checked by <i>[Signature]</i>	Particulars entered in Register Book.
Passed (in S.D.B.) by	
Signed by <i>[Signature]</i>	on <u>13-1-1970</u> at <u>4PM</u> <i>Jawatson</i> Registrar-General.

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk		
Vol.	Fol.	

Form 2.—This form must NOT be used where any Dedication, Drainage Reserve or Public Garden and Recreation Space is provided.—See Form 3. WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.



D.P. 223888
 Registered: 9/12/64
 Title System: Torrens
 Purpose: Acquisition
 Ref. Map: C.C. 301 (P. 20)
 Last Plan: DP 31910
PLAN OF Subdivision of Lots 2, 3 & 4 in D.P. 31910 and P.C.T. Vol. 8237 fol. 69.
 Scale: 200 Feet to an inch
 Min./Meth: Blacktown
 8. City: Penrith
 Locality: St. Mary's, North
 Parish: Roopy Hill
 County: Cumberland
 L. Name: Charles Bay
 of MWS&D.B. Pitt St. Sydney
 A survey registered under the Survey Act 1908 and the Land Transfer Act 1925, and which is a duplicate of the original survey plan, is hereby certified that the survey represented in this plan is accurate and has been made in accordance with the Survey Act 1908 and the Land Transfer Act 1925, and was completed in accordance with the Survey Act 1908 and the Land Transfer Act 1925.
 Survey registered under the Survey Act 1908 and the Land Transfer Act 1925.
 Dated this 10th day of June 1992.
 A. B. J.
 Statements of Proposed Extensions:
 Approved by the Council and I hereby certify that the conditions, restrictions, and requirements for registration of plans, have been complied with by the applicant in relation to the proposed subdivision.
 Subdivision No.:
 Council Clerk:
 SURVEYORS REFERENCE 681409

OFFICE USE ONLY.

FET	INCHES	METRES
1	6	0.487
1	2	0.483
2	1.74	0.667
2	9.78	0.787
2	5.174	0.783
3	3	0.746
3	5	0.914
5	11	1.682
15	19	4.882
27	9	4.882
48	11	14.493
48	11	14.916
99	5	18.110
99	6	29.115
154	8	47.152
154	9	47.177
259	8	79.159
259	8	79.165
259	8	79.191
259	9	82.147
259	6	82.153
259	6	82.229
267	7	84.676
277	10	95.571
325	5	95.571
325	5	120.659
325	9	120.659
325	9	131.082
325	10	131.082
430	10	134.376
440	10	134.382
483	1	147.487
483	4	167.326
548	11	167.326
549	10	170.707
560	10	192.405
631	3	192.405
642	10	208.109
682	9	210.659
692	11	221.488
729	9	240.986
739	11	240.986
758	4	272.329
854	5	272.329
900	3	524.921
949	3	1442.689
1449	9	441.987
1449	9	1449

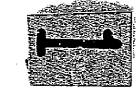
* Strike out either (1) or (2). 1 Insert date of survey.

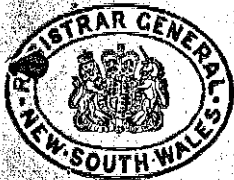
AC RD P	HA
9	3.69
20	6.495
20	6.495
22	8.979
30	8.979

WARNING: Plan Drawing only to appear in this space.

APPROVED BY THE REGISTRAR GENERAL FOR NEW SOUTH WALES, CERTIFYING THAT THIS NEGATIVE IS A PHOTOGRAPH MADE AS A PERMANENT RECORD OF A DOCUMENT IN MY CUSTODY THIS 23rd DAY OF APRIL, 1979.

APPROVED BY THE REGISTRAR GENERAL FOR NEW SOUTH WALES, CERTIFYING THAT THIS NEGATIVE IS A PHOTOGRAPH MADE AS A PERMANENT RECORD OF A DOCUMENT IN MY CUSTODY THIS 23rd DAY OF APRIL, 1979.





No. 1877744 70 JUN 4 AM 11 03

M212981 New South Wales

MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900.)

71 MAR 24 AM 10 14 FEES:-
 NEW SOUTH WALES Lodgment \$19-00
 Endorsement 750
 \$=0075
 STAMP DUTY
 R.P. 13A
 \$10-00

RELODGED
 27 OCT 1970
 1953

I, THE COMMONWEALTH OF AUSTRALIA

This form may be used where new restrictive covenants are imposed or easements created or where the simple transfer form is unsuitable.

(Trusts must not be disclosed in the transfer.)

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

All blanks should be ruled up before signing.

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

(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 TWENTY FOUR THOUSAND FIVE HUNDRED DOLLARS (\$24,500.00)

() (the receipt whereof is hereby acknowledged) paid to it by

CRAGO STOCKFEEDS PTY. LIMITED

do hereby transfer to

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

CRAGO STOCKFEEDS PTY. LIMITED A COMPANY DULY INCORPORATED UNDER THE COMPANIES ACT, 1936 AND HAVING ITS REGISTERED OFFICE AT 1-3 GLADSTONE STREET, NEWTOWN.
 (herein called transferee)

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

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
CUMBERLAND	ROOTY HILL	WHOLE	9043	97	

The description may refer to defined residue of the land in a certificate of grant (e.g. "And being residue after transfer number ") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. " and being Lot section D.P. ").

Unless authorised by Reg. 33, Conveyancing Act Regulations, 1961, a plan may not be annexed to or endorsed on this transfer form.

39356D

M212 981

(2)

And the transferee covenant(s) with the transferor RESERVING thereout as appurtenant to the land comprised in Lot 1 of D.P. 535498 unto the transferor its successors and assigns its and their officers servants agents workmen and contractors full and free right leave liberty and licence to erect construct place repair renew maintain use and remove electricity transmission mains wires cables towers poles and ancillary works for the transmission of electricity and for purposes incidental thereto through over or along the land described as "site of proposed easement for power line 21'7" wide" and "site of proposed easement 30' wide for power line Area 2R. 131P" on Deposited Plan number 530888 (hereinafter referred to as "the servient tenement") and to cause or permit electricity to flow or be transmitted through and along the said mains wires and cables AND with or without horses vehicles plant and machinery to enter in and upon the servient tenement for the purpose of exercising any rights reserved to it or them hereunder AND the transferor for itself its successors and assigns covenants with the transferee its successors and assigns that it will at all times and at its own expense keep the said cables mains and wires in a satisfactory state of repair and that in the exercise of the rights liberties and authorities hereby reserved the transferor will do as little damage as possible to the servient tenement and will not impede the full and uninterrupted use thereof by the transferee (so far as is consistent with this reservation) AND the transferee for itself its successors and assigns HEREBY COVENANTS with the transferor its successors and assigns that it will not do or knowingly suffer to be done any act or thing which may interfere with injure damage or destroy the said mains wires and cables or interfere with the free flow of electricity through and along the said mains wires and cables and that it will not erect or permit or suffer to be erected on or over any part or parts of the servient tenement any building or other erection of any kind without the prior consent in writing of the transferor. AND FURTHER the transferee for itself and its assigns hereby for the benefit of adjoining land of the transferor but only during the ownership thereof by the transferor and its assigns other than purchasers on sale covenants with the transferor and its assigns that no fence shall be erected on the land hereby transferred to divide it from the adjoining land of the transferor without the consent of the transferor or its assigns but such consent shall not be withheld if such fence is erected without expense to the transferor or its assigns and in favour of any person dealing with the transferee or its assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. And this restriction may be released varied or modified by the owner or owners for the time being of the adjoining land having the benefit of this covenant AND FURTHER TOGETHER WITH as appurtenant to the land hereby transferred and every part thereof (hereinafter referred to as "the dominant tenement") full and free right leave liberty and licence to erect construct place repair renew maintain use and remove a permanent railway line or tramway powered by electricity or otherwise either with single or double line of rails and with all proper or usual accessories for use as a railway siding through and over that part of Lot 95 of Deposited ENCUMBRANCES, &c., REFERRED TO: Plan 31909 shown in Deposited Plan Number 530888 as "Site of proposed easement variable width for railway siding) Area 37P" (hereinafter referred to as "the servient tenement") AND with the right

Strike out if unnecessary or suitably adjust.
 (i) if any easements are to be created or any exceptions to be made; or
 (ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919.

IN C.T. Vol 9043 Fol 92

A very short note will suffice.

M212981

③

of support at all times of all such railway works AND to cause or permit traction engines waggons cars trucks carriages and other railway vehicles and trains of such vehicles howsoever powered or motivated laden or unladen for the carriage of persons or goods of all kinds to pass along the said railway or tramway but not remain stationary for unreasonable periods so as to disturb the use by the Transferee of the servient tenement AND with or without horses vehicles plant and machinery to enter in and upon the servient tenement for the purpose of exercising any rights reserved to it or them herein AND for any of the purposes aforesaid to make and sink embankments excavations and cuttings and through the servient tenement and bring and place thereon and remove therefrom all such machinery materials implements tools articles and things as may be required AND the Transferor for itself its successors and assigns covenants with the Transferee its successors and assigns that in the exercise of the rights liberties and authorities hereby reserved it will do as little damage as possible to the servient tenement AND the Transferor for itself its successors and assigns HEREBY COVENANTS with the Transferee its successors and assigns that it will not do or knowingly suffer to be done any act or thing which may interfere with injure damage or destroy the said railway or tramway or interfere with the free flow of trucks trams and engines along the said railway or tramway and that it will not erect or permit or suffer to be erected or or over any part or parts of the servient tenement any building or other erection of any kind without the prior consent in writing of the Transferee.

MEMORANDUM OF ENCUMBRANCES, &c., REFERRED TO

1. Easement to Metropolitan Water Sewerage & Drainage Board contained in Transfer No. L575890.
2. Easement for drainage to the Council of the City of Penrith contained in Transfer J340279.
3. Easement for drainage to the Council of the City of Penrith contained in Transfer No. L666185
4. Easement for Railway Siding to Crane Australia Pty. Limited contained in Transfer No. L581661

Handwritten initials

B

Handwritten initials

Handwritten initials

5

If the Transferor or Transferee signs, by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General, or Deputy Registrar General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:— (a) in any part of the British Colonies outside the State of New South Wales by signing or acknowledging 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 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 a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public. (c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commissioner's Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or Secretary, N.S.W. Government Offices, London), who could affix his seal of office, the attesting witness may make a declaration of the execution thereof before one of such persons (who could sign and affix his seal of such declaration), or such other person as the said Chief Justice may appoint.

like but unnecessary words, and any other matter necessary to show that the power is effective. (d) may be signed by Registrar General, Deputy Registrar General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

Signed at Sydney the thirteenth day of April 1970.
Signed in my presence by the transferor
WHO IS PERSONALLY KNOWN TO ME

SIGNED for and on behalf of THE COMMONWEALTH OF AUSTRALIA by a person holding or performing the duties of the office of Assistant Deputy Crown Solicitor, Deputy Crown Solicitor's Office, New South Wales, in the presence of —
[Signature]
an officer of the Assistant Treasurer's Department

Signed in my presence by the transferee
THE COMMON SEAL OF CRAGO STOCKFEEDS PTY. LIMITED was hereunto duly affixed in the presence of:
A. J. Schwartz
Secretary

Transferor.*
I. J. McAulley

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

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.
(To be signed at the time of executing the within instrument.)

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within transfer.*

Signed at _____ the _____ day of _____ 19____
Signed in the presence of— _____

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.*

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

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

† N.B.—Section 117 requires that the above Certificate be signed by each Transferor or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty, also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferor cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferor or is subject to a mortgage, encumbrance or lease, the Transferor must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

E877744
 No. **M212981**

Lodged by Commonwealth Crown Solicitor
 119, Phillip Street, Sydney.
 Address 20,321 Ext. 347
 Phone No. SP21387/8/23 20

PARTIAL DISCHARGE OF MORTGAGE.¹
 (N.B.—Before execution read marginal note.)

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

This discharge is appropriate to a transfer of part of the land in the Mortgage. If mortgagee should execute formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at _____ this _____ day of _____ 19 _____
 Signed in my presence by _____
 who is personally known to me


Mortgagee.

DOCUMENTS LODGED HEREWITH
 To be filled in by person lodging dealing

1.		Received Docs.
2.		
3.		
4.		Nos.
5.		
6.		Receiving Clerk
7.		

Handwritten notes: 2/0, J. S. 1/11, P.S.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

Indexed	MEMORANDUM OF TRANSFER <i>subject to cont. working easmt. for power line Log with easmt. for Railway siding</i>
Checked by	Particulars entered in Register Book <i>30-4-1971</i>
Passed (in S.D.B.) by	
Signed by	<i>J. J. Jackson</i> Registrar General 

PROGRESS RECORD

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

D

E077744
 No. **M212981**

Lodged by Commonwealth Crown Solicitor
 Address 119 Phillip Street, Sydney.
 20321 Ext. 347
 Phone No. SP31307/18/23 20

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

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

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute formal discharge where the land transferred is the whole or the residue of the land in the Certificate of Title Crown Grant or is the whole of the land in the mortgage.

Dated at _____ this _____ day of _____ 19 _____
 Signed in my presence by _____

who is personally known to me

Mortgagee.

DOCUMENTS LODGED HEREWITH
 To be filled in by person lodging dealing

1.		Received Docs.
2.		
3.		Nos.
4.		
5.		Receiving Clerk
6.		
7.		

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

Indexed	MEMORANDUM OF TRANSFER <i>subject to cont. Kuching Canal for power line log with canal for Railway siding</i>
Checked by	Particulars entered in Register Book <i>30-4-1971</i>
Passed (in S.D.B.) by	
Signed by	<i>Jawatson</i> Registrar General

PROGRESS RECORD

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written ..		
Draft examined ..		
Diagram prepared ..		
Diagram examined ..		
Draft forwarded ..		
Supt. of Engressers ..		
Cancellation Clerk ..		
Vol.	Fol.	

D

WARNING, Plan Drawing only to appear in this space.

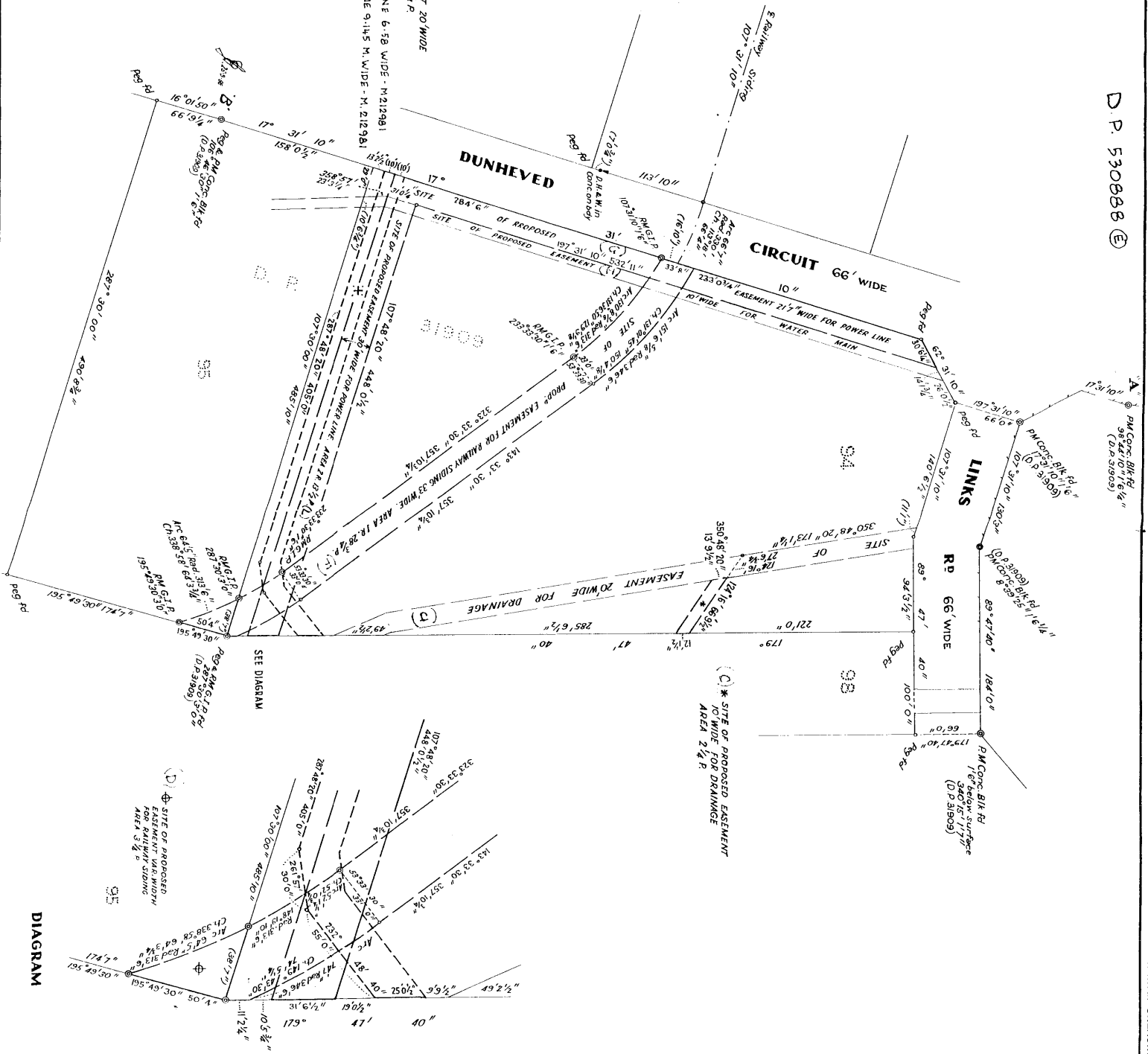
EMENT NOT IN AMENDED IN LTD WIDE 332/1

RC 2-2-1996

D.P. 530888

M.M.

D.P. 530888 (E)



Plan Form 2—This form must NOT be used where it is intended to dedicate public roads or public reserves or create drainage reserves, easements, or restrictions as to user.—See Form 3.

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION.

D.P. 530888 (E)

Registered:

C.A.: J.P. Dwyne

Title System: Torrens

Purpose: Easement

Ref. Map: C.C.C. 301

Last Plan: D.P. 31909#

PLAN OF 67/1058

Sites of Proposed Easements through Lots 94 & 95 in D.P. 31909

Diagram: 40ft to an inch

Scale: 80 Ft to an inch

Municipality: Penrith

City: St. Marys

Locality: Rooty Hill

Parish: Cumberland

County: Cumberland

Surveyor: John Phillip Dwyne

of Dep. of the Interior Sydney

a surveyor registered under the Surveyors Act, 1929 in plan

in accordance with the requirements of this Act, I hereby certify that the survey represented in this plan

is accurate and has been made '111' by me, (2) independently of the Surveyors Act, 1929, and was completed on 1/11/1996

Signature: *John Phillip Dwyne*

Surveyor registered under Surveyors Act, 1929, as amended, Datum Line of Amthul, A. B. F.R. 7/1650 M.S.M.W.

I hereby certify that:

(a) the requirements of the Local Government Act, 1979 (other than the requirements for the registration of plans), and

(b) the requirements of section 348 of the Surveyors Act, 1929, as amended, Hunter District Water, Sewerage and Drainage Act, 1928, as amended

have been complied with by the applicant in relation to the proposed "new road" or "subdivision" set out herein.

Subdivision No. _____

Date: _____

(Signature) _____ Council Clerk.

*This part of certificate to be deleted where the applicant is only for the opening of a new road or where the land to be subdivided is wholly outside the area of operation of the Metropolitan Water, Sewerage and Drainage Act, 1928, as amended, Hunter District Water, Sewerage and Drainage Act, 1928, as amended.

*Strike out either (1) or (2). Insert date of survey.

CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

DP 530888		
FEET	INCHES	METRES
1	0 1/4	0.311
1	0 5/8	0.321
1	6	0.457
1	6 1/4	0.464
1	7	0.483
3	-	0.914
6	7	2.007
7	0 3/4	2.153
9	9 1/2	2.985
10	-	3.048
10	5 3/4	3.194
10	6 3/4	3.219
11	1	3.378
11	2 1/4	3.410
13	2 1/2	4.026
13	9 1/2	4.204
14	1 3/4	4.312
16	10	5.131
17	7	5.359
19	0 1/2	5.804
19	10 1/2	6.058
20	-	6.096
21	7	6.579
23	3 1/4	7.093
25	0 1/2	7.633
26	0 1/2	7.938
27	6 3/4	8.401
29	-	8.839
30	-	9.144
30	6 1/4	9.303
31	0 1/4	9.455
31	6 1/2	9.614
33	-	10.058
33	8	10.262
38	7	11.760
44	10 1/8	13.668
49	2 1/2	14.999
50	0 3/4	15.259
50	4	15.342
52	0 3/4	15.869
52	1 1/4	15.881
55	-	16.764
64	3 3/4	19.602
64	5	19.634
66	-	20.117
66	4	20.218
66	7	20.295
66	9 1/4	20.352
66	9 1/2	20.358
74	5 1/4	22.689
74	7	22.733
75	10 1/2	23.127
79	2 1/2	24.143
94	3 1/2	28.740
100	-	30.480
105	-	32.004
113	10	34.696
129	9 1/8	39.551
130	3	39.700
130	8 3/8	39.837
140	6 1/2	42.837
150	4 1/8	45.825
151	6 5/8	46.193
158	0 1/2	48.171
173	1 1/4	52.762
174	7	53.213
184	-	56.083
221	-	67.361
233	0 3/4	71.037
284	6	86.716
285	6 1/2	87.033
313	6	95.555
330	-	100.584
346	6	105.613
357	10 3/4	109.087
405	-	123.444
448	0 1/2	136.563

CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

DP 530888 CONTINUED			
FEET INCHES		METRES	
485	10	148.082	
490	8 3/4	149.574	
532	11	162.433	
AC	RD	P	SQ M
-	-	2 1/4	56.9
-	-	3 1/4	82.2
-	-	35 3/4	904.2
-	1	28 3/4	1739



No. N 324748 [redacted] 3 JUN 26 PM 2 34

7
 R.P. 13A
 FEES:-
 Lodgment
 Endorsement

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

48/166 JRL/T

\$12

THE COMMONWEALTH OF AUSTRALIA

This form may be used where new restrictive covenants are imposed or easements created or where the simple transfer form is unsuitable.

(Trusts must not be disclosed in the transfer.)

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

All blanks should be ruled up before signing.

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

----- (herein called transferor)
 being registered as the proprietor of an estate in fee simple^a in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of ONE DOLLAR
 (\$1.00-----) (the receipt whereof is hereby acknowledged) paid to it by
THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

do hereby transfer to

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

THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
Chr Pitt and Bathurst Streets,
SYDNEY.
(herein called transferee)

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

County	Parish	Reference to Title			Description of Land* (if part only)
		Whole or Part	Vol.	Fol.	
Cumberland	Rooty Hill	Whole	9032 ✓	49 ✓	

The description may refer to the defined residue of the land in a certificate or grant (e.g. "And being residue after transfer number ") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. " and being Lot section D.P. ").

Unless authorised by Reg. 53, Conveyancing Act Regulations, 1961, a plan may not be annexed to or endorsed on this transfer form.

N324748

2

~~And the transferor covenants with the transferee~~

RESERVING thereout as appurtenant to the land comprised in Lot 1 of D.P. 535498 unto the transferor its successors and assigns its and their officers servants agents workmen and contractors full and free right leave liberty and licence to erect construct place repair renew maintain use and remove electricity transmission mains wires cables towers poles and ancillary works for the transmission of electricity and for purposes incidental thereto through over or along the land described as "site of proposed easement for power line 15'11" wide" on Deposited Plan number 31910 (hereinafter referred to as "the servient tenement") and to cause or permit electricity to flow or be transmitted through and along the said mains wires and cables AND with or without horses vehicles plant and machinery to enter in and upon the servient tenement for the purpose of exercising any rights reserved to it or them hereunder AND the transferor for itself its successors and assigns covenants with the transferee its successors and assigns that it will at all times and at its own expense keep the said cables mains and wires in a satisfactory state of repair and that in the exercise of the rights liberties and authorities hereby reserved the transferor will do as little damage as possible to the servient tenement and will not impede the full and uninterrupted use thereof by the transferee (so far as is consistent with this reservation) AND the transferee for itself its successors and assigns HEREBY COVENANTS with the transferor its successors and assigns that it will not do or knowingly suffer to be done any act or thing which may interfere with injure damage or destroy the said mains wires and cables or interfere with the free flow of electricity through and along the said mains wires and cables and that it will not erect or permit or suffer to be erected on or over any part or parts of the servient tenement any building or other erection of any kind without the prior consent in writing of the transferor AND the transferee for itself and its assigns hereby for the benefit of adjoining land of the transferor but only during the ownership thereof by the transferor and its assigns other than purchasers on sale covenants with the transferor and its assigns that no fence shall be erected on the land hereby transferred to divide it from the adjoining land of the transferor without the consent of the transferor or its assigns but such consent shall not be withheld if such fence is erected without expense to the transferor or its assigns and in favour of any person dealing with the transferee or its assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. And this restriction may be released varied or modified by the owner or owners for the time being of the adjoining land having the benefit of this covenant.

d Strike out if unnecessary, suitably adjust.
(i) if any easements are to be created or any exceptions to be made: or
(ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919.

being C.T. Vol. 1118 Fol. 15

ENCUMBRANCES, &c., REFERRED TO:

1. Appurtenant easement No. D431274
2. Easement No. J340279
3. Easements for drainage shown on Deposited Plan 204406.

e A very short note will suffice.

K 1165-2 St. 437-2

If the Transferor or Transferee signs by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General, or Deputy Registrar General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 106 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:— (a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging 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 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 a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public. (c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent) (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Consul-General, Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commissioner's Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London), 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 such declaration), or such other person as the said Chief Justice may appoint.

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

Signed at SYDNEY the 21st day of JUNE 19 71³
Signed in my presence by the transferor
WHO IS PERSONALLY KNOWN TO ME
Transferor.*

SIGNED for and on behalf of THE COMMONWEALTH OF AUSTRALIA by a person holding or performing the duties of the office of Assistant Deputy Crown Solicitor, Deputy Crown Solicitor's Office, New South Wales, in the presence of—
[Signature]
an officer of the Attorney-General's Department.

[Signature]

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

~~THE COMMON SEAL OF THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
Signed in my presence by the transferee
WHO IS PERSONALLY KNOWN TO ME
was affixed hereto in the presence of a quorum of the Board on the _____ day of _____ 1971
AS WITNESS the hands of _____ and _____ two of the Members in whose presence the Seal was so affixed~~

SIGNED for and on behalf of THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD by JAMES ROBERT LUMSDAINE its duly constituted Attorney who is personally known to me!

[Signature]
[Signature]
(F. FERNS)

THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD by its Attorney who hereby states that at the time of his executing this Instrument he has no notice of the revocation of the Power of Attorney Registered No. 129874 Miscellaneous Register under the Authority of which he has executed this Instrument.
[Signature]
Assistant Solicitor for the Board

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.
(To be signed at the time of executing the within instrument.)

Memo.andum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within transfer.*

Signed at _____ the _____ day of _____ 19 _____
Signed in the presence of—

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.*

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

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and 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 renders any person falsely or negligently certifying liable to a penalty; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

N 3 2 4 7 4 8

Lodged by W.R. SMOOTHY, Solicitor for
 Metropolitan Water Sewerage & Drainage Board
 Address Cnr Pitt and Bathurst Sts., Sydney

No. _____

Phone No. 20648 JRL.

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

I,

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

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at _____ his _____ day of _____ 19 _____

Signed in my presence by _____

 who is personally known to me


Mortgagee.

DOCUMENTS LODGED HEREWITH
 To be filled in by person lodging dealing

1. <i>C/T</i>	} Received Docs. Nos. <i>[Signature]</i> Receiving Clerk
2. <i>[Handwritten]</i>	
3. _____	
4. _____	
5. _____	
6. _____	
7. _____	

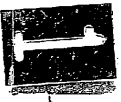
M.P.B.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

Indexed	MEMORANDUM OF TRANSFER <i>Receiving an Earnest for Transmission of Electricity</i>
Checked by <i>[Signature]</i>	Particulars entered in Register Book <i>13-11-1973</i>
Passed (in S.D.B.) by	
Signed by <i>[Signature]</i>	<i>[Signature]</i> Registrar General 

PROGRESS RECORD

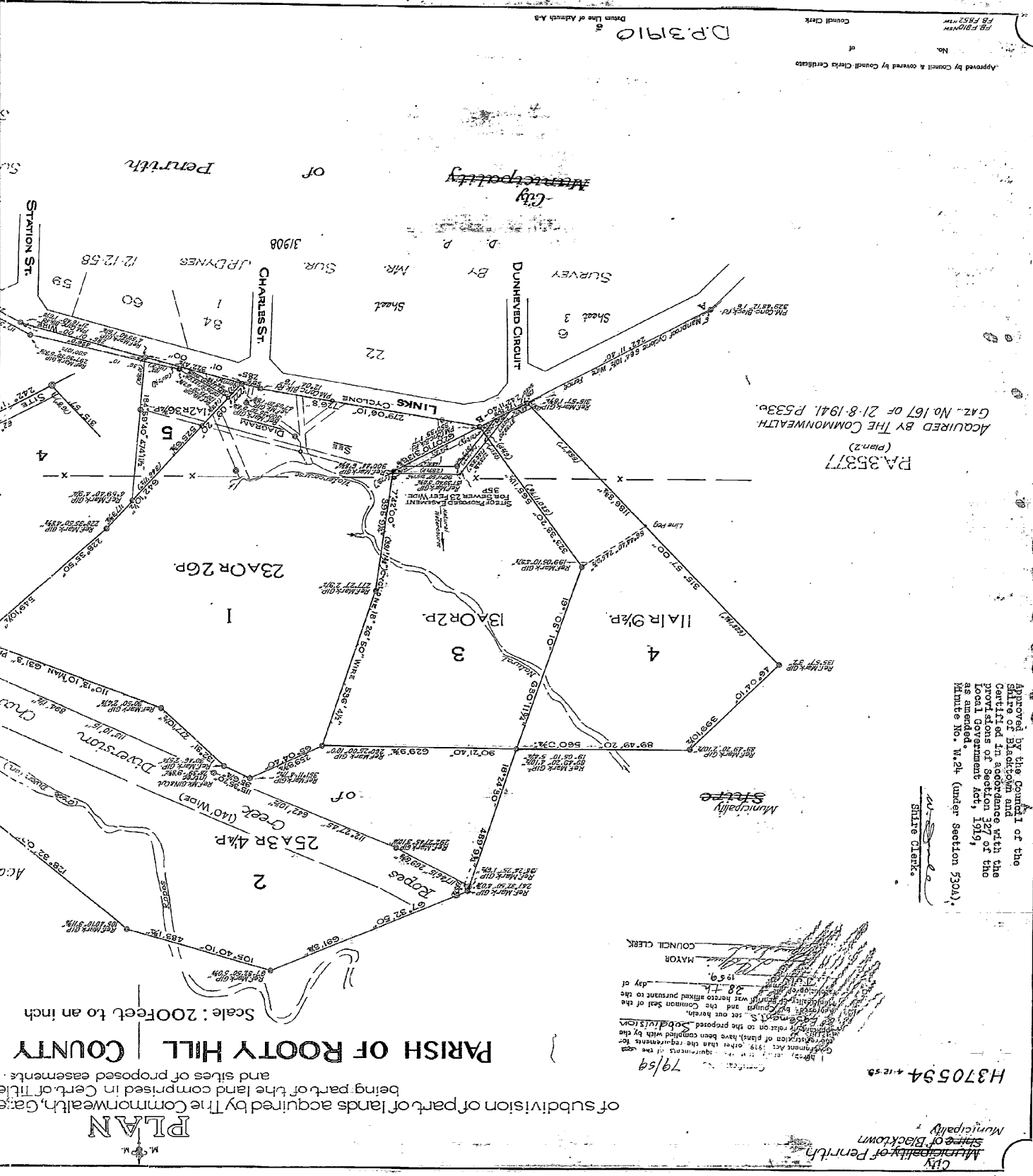
	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written ..		
Draft examined ..		
Diagram prepared ..		
Diagram examined ..		
Draft forwarded ..		
Supt. of Engrossers ..		
Cancellation Clerk ..		
VOL. _____	FOL. _____	



I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 30th day of July 1980											
PLAN IN REGISTER GENERAL'S OFFICE.											
AMENDMENTS AND/OR ADDITIONS NOTED ON											
FB P/B/11/88											
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FB P/B/11/88											

Approved by Council & covered by Council Clerks Certificate
 No. _____
 Council Clerk _____

D.P.31910



ACQUIRED BY THE COMMONWEALTH
 (Plan 2)
 PA35377
 Gaz. No. 167 of 21-8-1941 P5330.

Approved by the Council of the
 Shire of Blacktown and
 certified in accordance with the
 provisions of section 387 of the
 Local Government Act, 1919,
 as amended.
 Minute No. W.24 (under section 530A).

Shire Clerk
 Shire Clerk

Mayor
 MAYOR
 COUNCIL CLERK
 79/89

H370594 4.12.58

PARISH OF ROOTY HILL COUNTY

of subdivision of part of lands acquired by The Commonwealth, Gaz. being part of the land comprised in Cert. of Title and sites of proposed easements.

PLAN

Scale: 200feet to an inch

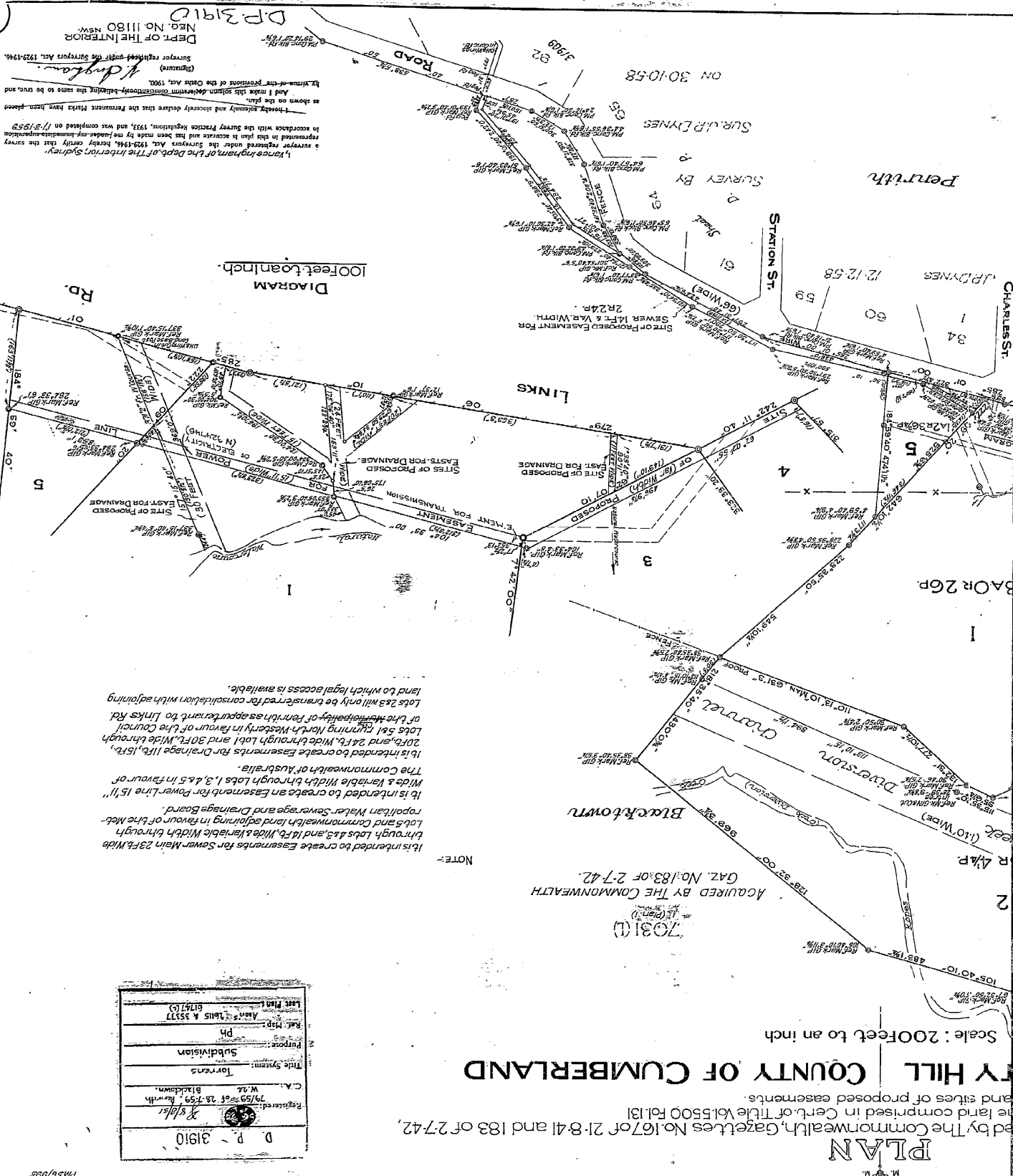
City of Blacktown
 Municipality of Penrith
 Shire of Blacktown
 Municipality

DP 31910



PLANNING AND/OR ADDITIONS NOTED ON PLAN IN REGISTERED GENERAL'S OFFICE.

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 30th day of July 1980



NOTE:-

It is intended to create Easements for Sewer Main 23ft. Wide through Lots 4.3, and 18 R.P. Wide Variable Width through Lots and Commonwealth land adjoining in favour of the Metropolitan Water Sewerage and Drainage Board.

It is intended to create an Easement for Power Line 15" Wide & Variable Width through Lots 1, 3, 4 & 5 in favour of The Commonwealth of Australia.

It is intended to create Easements for Drainage 11ft. 15ft., 20ft. and 24ft. Wide through Lot 1 and 30ft. Wide through Lot 5 & 1ft. Wide through Lot 4 in favour of the Council of the Municipality of Perth as apparent to Links Rd.

Lot 23 will only be transferred for consideration with adjoining land to which legal access is available.

D P - 31910	
Registered:	79.53 of 28.459 Hectares
C.M. No.	Blacktown.
This System:	Torrans
Subdivision:	PH
Purpose:	PH
Rd. Map:	Plans R. 3537
Area:	0.171 (3)
Last Plan:	

Scale: 200 Feet to an Inch

PLAN

County of Cumberland

Acquired by the Commonwealth GAZ. No. 183 of 2-7-42.

7031(D)



AMENDMENTS AND/OR ADDITIONS NOTED ON

PLAN IN REGISTRAR GENERAL'S OFFICE.

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 30th day of July 1980

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 31910	FEEET INCHES	METRES
-	5 1/2	0.140
-	6	0.152
-	5 1/2	0.139
-	6 1/8	0.457
-	6 1/4	0.460
-	6 1/8	0.454
-	6 1/4	0.467
-	6 3/8	0.470
-	6 1/2	0.473
-	6 5/8	0.476
-	7	0.485
-	8 1/8	0.511
-	8 1/8	0.535
-	10 3/4	0.578
-	10 3/4	0.735
-	11 1/4	0.743
-	5 3/8	0.746
-	9 1/2	0.851
-	10 1/2	0.876
-	2 3/8	0.952
-	2 5/8	0.981
-	2 7/8	0.981
-	5 1/4	1.048
-	10 1/4	1.175
-	11 3/4	1.215
-	10 7/8	1.251
-	7 1/2	1.839
-	7 1/2	1.410
-	8 3/8	1.422
-	8 3/8	1.432
-	8 3/4	1.439
-	8 3/4	1.441
-	9 1/4	1.444
-	9 1/4	1.450
-	10 1/2	1.460
-	10 1/2	1.468
-	11 1/8	1.534
-	11 1/8	1.537
-	11 1/8	1.541
-	11 1/8	1.542
-	11 1/8	1.543
-	11 1/8	1.544
-	11 1/8	1.545
-	11 1/8	1.546
-	11 1/8	1.547
-	11 1/8	1.548
-	11 1/8	1.549
-	11 1/8	1.550
-	11 1/8	1.551
-	11 1/8	1.552
-	11 1/8	1.553
-	11 1/8	1.554
-	11 1/8	1.555
-	11 1/8	1.556
-	11 1/8	1.557
-	11 1/8	1.558
-	11 1/8	1.559
-	11 1/8	1.560

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 31910	CONTINUED	FEEET INCHES	METRES
49	10	13.189	
50	1 1/2	15.278	
53	8 1/4	16.384	
55	4 3/4	16.865	
59	5	18.110	
66	5 1/4	20.117	
68	6 1/4	20.895	
90	5	27.559	
94	3 3/4	27.711	
95	6 1/4	28.915	
103	8 1/2	31.610	
107	1 1/2	32.639	
110	1	33.593	
116	9	39.389	
117	3 3/4	39.737	
121	8 1/2	37.097	
122	3 1/4	37.258	
122	3 1/2	37.275	
123	2 3/4	37.350	
133	7 1/2	40.119	
138	5 1/2	42.216	
141	5 1/2	43.111	
146	3 1/4	44.383	
149	10	45.662	
150	11 3/4	45.790	
150	11 1/2	46.012	
153	11 1/2	46.234	
156	1 1/2	47.587	
156	4 3/8	47.680	
156	4 3/8	47.680	
159	10 3/8	48.918	
160	11 3/8	49.211	
164	8 1/4	51.415	
172	8 1/8	52.439	
175	8 1/8	52.492	
175	8 1/4	53.245	
182	6 1/4	53.926	
190	7 1/2	58.168	
191	7	58.931	
196	10 3/4	60.011	
208	4 1/2	63.500	
212	0 1/2	64.929	
215	1 3/4	65.916	
229	11 1/4	70.083	
234	7 1/2	71.918	
234	8 3/4	71.925	
235	5 3/4	72.149	
236	5	72.151	
242	0 1/2	73.682	
245	4 1/4	77.589	
253	8 1/4	79.122	
259	8 3/4	79.163	
269	6 3/8	82.153	
274	8 1/2	84.830	
277	10 1/2	84.837	
290	1 1/2	88.111	
312	0 1/2	93.277	
315	6 7/8	93.340	
322	4 1/2	96.640	
325	8 1/2	103.189	
346	1 1/2	108.999	
365	3	110.472	
369	-	110.472	
371	2 3/4	113.132	
391	1 1/4	119.831	
395	9 1/4	120.831	
399	10 1/2	125.394	
424	6 1/4	128.845	
426	0 3/4	131.003	
430	1 3/4	134.767	
474	11 1/2	147.263	
483	1 3/4	149.295	
486	9 3/4	151.812	
496	9 1/4	151.867	
500	10 1/8	156.798	
520	11 7/8		

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 31910	CONTINUED	FEEET INCHES	METRES
525	5 3/4	150.191	
536	4 1/2	153.487	
539	5 3/4	154.128	
549	10 1/4	157.596	
558	10	170.255	
559	9 3/4	170.707	
565	11 1/2	172.304	
568	1 3/4	171.357	
629	9 3/4	171.367	
630	11 3/4	174.322	
631	3	172.303	
642	10 1/2	173.948	
674	10 1/4	202.534	
691	3 1/4	210.679	
726	8	210.679	
833	1 1/2	221.168	
894	1 1/2	250.920	
969	3 3/4	272.322	
1168	8 3/4	299.746	
		351.715	
AC RD	P	SQ M	
-	12 1/2	316.2	
-	12 1/2	720.3	
-	39	985.2	
-	2 1/2	331	
-	2 2/4	580	
1	2 56 3/4	700	
AC RD	P	HA	
11	9 1/2	4.577	
13	2	5.266	
26	4 1/4	9.579	
26	5	10.413	

PLANNING CERTIFICATE UNDER SECTION 10.7
Environmental Planning and Assessment Act, 1979

Property No: 569469
Your Reference: 181201-#53135133#
Contact No.

Issue Date: 06 December 2018
Certificate No: 18/06275

Issued to: Infotrack
D X 578
SYDNEY

PRECINCT 2010

DESCRIPTION OF LAND

County: CUMBERLAND Parish: LONDONDERRY

Location: 4 Timber Grove WERRINGTON DOWNS NSW 2747
Land Description: Lot 2129 DP 259805

- PART 1 PRESCRIBED MATTERS -

In accordance with the provisions of Section 10.7 of the Act the following information is furnished in respect of the abovementioned land:

1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPs

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

Penrith Local Environmental Plan 2010, published 22nd September 2010, as amended, applies to the land.

Sydney Regional Environmental Plan No.9 - Extractive Industry (No.2), gazetted 15 September 1995, as amended, applies to the local government area of Penrith.

Sydney Regional Environmental Plan No. 20 - Hawkesbury-Nepean River (No. 2 - 1997), gazetted 7 November 1997, as amended, applies to the local government area of Penrith (except land to which State Environmental Planning Policy (Penrith Lakes Scheme) 1989 applies).

The following State environmental planning policies apply to the land (subject to the exclusions noted below):

State Environmental Planning Policy No.1 - Development Standards. (Note: This policy does not apply to the land to which Penrith Local Environmental Plan 2010 or State Environmental Planning Policy (Western Sydney Employment Area) 2009 apply.)

State Environmental Planning Policy No.19 - Bushland in Urban Areas. (Note: This policy does not apply to certain land referred to in the National Parks and Wildlife Act 1974 and the Forestry Act 1916.)

State Environmental Planning Policy No.21 - Caravan Parks.

State Environmental Planning Policy No.30 - Intensive Agriculture.

State Environmental Planning Policy No.33 - Hazardous and Offensive Development.

State Environmental Planning Policy No.50 - Canal Estate Development. (Note: This policy does not apply to the land to which State Environmental Planning Policy (Penrith Lakes Scheme) 1989 applies.)

PLANNING CERTIFICATE UNDER SECTION 10.7
Environmental Planning and Assessment Act, 1979

State Environmental Planning Policy No.55 - Remediation of Land.
State Environmental Planning Policy No.62 - Sustainable Aquaculture.
State Environmental Planning Policy No.64 - Advertising and Signage.
State Environmental Planning Policy No.65 - Design Quality of Residential Apartment Development.
State Environmental Planning Policy No.70 - Affordable Housing (Revised Schemes).
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 (Note: This policy applies to land within New South Wales that is land zoned primarily for urban purposes or land that adjoins land zoned primarily for urban purposes, but only as detailed in clause 4 of the policy.)
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004.
State Environmental Planning Policy (State Significant Precincts) 2005.
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2013.
State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007.
State Environmental Planning Policy (Infrastructure) 2007.
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
State Environmental Planning Policy (Affordable Rental Housing) 2009.
State Environmental Planning Policy (State and Regional Development) 2011.
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017.
State Environmental Planning Policy (Education Establishments and Child Care Centre Facilities) 2017.

1(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:

(Information is provided in this section only if a proposed environmental planning instrument that is or has been the subject of community consultation or on public exhibition under the Act will apply to the carrying out of development on the land.)

Draft amendments to Penrith Development Control Plan 2014 for Multi-Dwelling Housing and Boarding Houses applies to the land. (See www.penrithcity.nsw.gov.au for details).

Draft amendments to State Environmental Planning Policy No.70 - Affordable Housing (Revised Schemes) applies to the land.

Draft amendments to State Environmental Planning Policy (Affordable Rental Housing) 2009 applies to the land.

Draft State Environmental Planning Policy (Western Sydney Corridors) may apply to the land. Further information is available here: <https://www.transport.nsw.gov.au/corridors>.

On 22 June 2018, the NSW Government announced changes to the recommended alignments for the Western Sydney corridors, including continuing with the previously gazetted 1951 corridor for the Bells Line of Road Castlereagh Connection.

Draft State Environmental Planning Policy (Primary Production & Rural Development) applies to the land.

Draft State Environmental Planning Policy (Environment) applies to the land.

PLANNING CERTIFICATE UNDER SECTION 10.7
Environmental Planning and Assessment Act, 1979

Draft State Environmental Planning Policy (Remediation of Land) applies to the land.

Draft Standard Instrument (Local Environmental Plans) Order 2006 applies to the land.

Draft State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 applies to the land.

1(3) The name of each development control plan that applies to the carrying out of development on the land:

Penrith Development Control Plan 2014 applies to the land.

2 ZONING AND LAND USE UNDER RELEVANT LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

2(a)-(d) the identity of the zone; the purposes that may be carried out without development consent; the purposes that may not be carried out except with development consent; and the purposes that are prohibited within the zone. Any zone(s) applying to the land is/are listed below and/or in annexures.

(Note: If no zoning appears in this section see section 1(1) for zoning and land use details (under the Sydney Regional Environmental Plan or State Environmental Planning Policy that zones this property).)

**Zone R2 Low Density Residential
(Penrith Local Environmental Plan 2010)**

1. 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 promote the desired future character by ensuring that development reflects features or qualities of traditional detached dwelling houses that are surrounded by private gardens.
- To enhance the essential character and identity of established residential areas.
- To ensure a high level of residential amenity is achieved and maintained.

2 Permitted without consent

Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Information and education facilities; Neighbourhood shops; Places of public worship; Recreation areas; Residential care facilities; Respite day care centres; Roads; Secondary dwellings; Shop top housing

PLANNING CERTIFICATE UNDER SECTION 10.7
Environmental Planning and Assessment Act, 1979

4 Prohibited

Any development not specified in item 2 or 3

Additional information relating to Penrith Local Environmental Plan 2010

Note 1: Under the terms of Clause 2.4 of Penrith Local Environmental Plan 2010 development may be carried out on unzoned land only with development consent.

Note 2: Under the terms of Clause 2.6 of Penrith Local Environmental Plan 2010 land may be subdivided but only with development consent, except for the exclusions detailed in the clause.

Note 3: Under the terms of Clause 2.7 of Penrith Local Environmental Plan 2010 the demolition of a building or work may be carried out only with development consent.

Note 4: A temporary use may be permitted with development consent subject to the requirements of Clause 2.8 of Penrith Local Environmental Plan 2010.

Note 5: Under the terms of Clause 4.1A of Penrith Local Environmental Plan 2010, despite any other provision of this plan, development consent must not be granted for dual occupancy on an internal lot in Zone R2 Low Density Residential.

Note 6: Under the terms of Clause 5.1 of Penrith Local Environmental Plan 2010 development on land acquired by an authority of the State under the owner-initiated acquisition provisions may, before it is used for the purpose for which it is reserved, be carried out, with development consent, for any purpose.

Note 7: Under the terms of Clause 5.3 of Penrith Local Environmental Plan 2010 development consent may be granted to development of certain land for any purpose that may be carried out in an adjoining zone.

Note 8: Clause 5.10 of Penrith Local Environmental Plan 2010 details when development consent is required/not required in relation to heritage conservation.

Note 9: Under the terms of Clause 5.11 of Penrith Local Environmental Plan 2010 bush fire hazard reduction work authorised by the *Rural Fires Act 1997* may be carried out on any land without development consent.

Note 10: Under the terms of Clause 7.1 of Penrith Local Environmental Plan 2010 (PLEP 2010) development consent is required for earthworks unless the work is exempt development under PLEP 2010 or another applicable environmental planning instrument, or the work is ancillary to other development for which development consent has been given.

Note 11: Sex services premises and restricted premises may only be permitted subject to the requirements of Clause 7.23 of Penrith Local Environmental Plan 2010.

PLANNING CERTIFICATE UNDER SECTION 10.7
Environmental Planning and Assessment Act, 1979

2(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:

(Information is provided in this section only if 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.)

2(f) whether the land includes or comprises critical habitat:

(Information is provided in this section only if the land includes or comprises critical habitat.)

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

(Information is provided in this section only if the land is in a conservation area (however described).)

2(h) whether an item of environmental heritage (however described) is situated on the land:

(Information is provided in this section only if an item of environmental heritage (however described) is situated on the land.)

2A ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006

(Information is provided in this section only if the land is within any zone under State Environmental Planning Policy (Sydney Region Growth Centres) 2006.)

3 COMPLYING DEVELOPMENT

HOUSING CODE

(The Housing Code only applies if the land is within Zones R1, R2, R3, R4 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones.

RURAL HOUSING CODE

(The Rural Housing Code only applies if the land is within Zones RU1, RU2, RU3, RU4, RU6 or R5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Rural Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones.

PLANNING CERTIFICATE UNDER SECTION 10.7
Environmental Planning and Assessment Act, 1979

LOW RISE MEDIUM DENSITY HOUSING CODE

(The Low Rise Medium Density Housing Code only applies if the land is within Zones R1, R2, R3 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Low Rise Medium Density Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones.

Please note that Council has been deferred from the application of Part 3B of the Low Rise Medium Density Housing Code until 1 July 2019. That Part will not apply to Penrith Local Government Area during this time.

GREENFIELD HOUSING CODE

(The Greenfield Housing Code only applies if the land is within Zones R1, R2, R3, R4 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument, and if the land is identified as a Greenfield Housing Code Area by the Greenfield Housing Code Area Map.)

Complying development under the Greenfield Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones, and if the land is identified as a Greenfield Housing Code Area by the Greenfield Housing Code Area Map.

HOUSING ALTERATIONS CODE

Complying development under the Housing Alterations Code **may** be carried out on the land.

GENERAL DEVELOPMENT CODE

Complying development under the General Development Code **may** be carried out on the land.

COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

Complying development under the Commercial and Industrial Alterations Code **may** be carried out on the land.

SUBDIVISIONS CODE

Complying development under the Subdivisions Code **may** be carried out on the land.

DEMOLITION CODE

Complying development under the Demolition Code **may** be carried out on the land.

PLANNING CERTIFICATE UNDER SECTION 10.7
Environmental Planning and Assessment Act, 1979

COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE

(The Commercial and Industrial (New Buildings and Additions) Code only applies if the land is within Zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Commercial and Industrial (New Buildings and Alterations) Code **may** be carried out on the land if the land is within one of the abovementioned zones.

FIRE SAFETY CODE

Complying development under the Fire Safety Code **may** be carried out on the land.

(NOTE: (1) Council has relied on Planning and Infrastructure Circulars and Fact Sheets in the preparation of this information. Applicants should seek their own legal advice in relation to this matter with particular reference to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

(2) Penrith Local Environmental Plan 2010 (if it applies to the land) contains additional complying development not specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.)

4 COASTAL PROTECTION

The land is not affected by the operation of sections 38 or 39 of the Coastal Protection Act 1979, to the extent that council has been so notified by the Department of Public Works.

5 MINE SUBSIDENCE

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

6 ROAD WIDENING AND ROAD REALIGNMENT

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

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

7 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

(a) Council Policies

The land is affected by the Asbestos Policy adopted by Council.

The land is not affected by any other policy adopted 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).

(b) Other Public Authority Policies

The Bush Fire Co-ordinating Committee has adopted a Bush Fire Risk Management Plan that covers the local government area of Penrith City Council, and includes public, private and Commonwealth lands.

PLANNING CERTIFICATE UNDER SECTION 10.7
Environmental Planning and Assessment Act, 1979

The land is not affected by a policy 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, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

(1) This land has not been identified as being below the adopted flood planning level (ie. the 1% Annual Exceedance Probability flood level plus 0.5 metre) and as such flood related development controls generally do not apply for dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) if such uses are permissible on the land. Council reserves the right, however, to apply flood related development controls depending on the merits of any particular application. Should future studies change this situation this position may be reviewed.

(2) This land has not been identified as being below the adopted flood planning level (ie. the 1% Annual Exceedance Probability flood level plus 0.5 metre) and as such flood related development controls generally do not apply for any other purpose not referred to in (1) above. Council reserves the right, however, to apply flood related development controls depending on the merits of any particular application. Should future studies change this situation this position may be reviewed.

8 LAND RESERVED FOR ACQUISITION

No 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.

9 CONTRIBUTIONS PLANS

The Cultural Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith.

The Penrith City Local Open Space Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, excluding industrial areas and the release areas identified in Appendix B of the Plan (Penrith Lakes, Cranebrook, Sydney Regional Environmental Plan No. 30 - St Marys, Waterside, Thornton, the WELL Precinct, Glenmore Park and Erskine Park). The Penrith City District Open Space Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, with the exclusion of industrial lands and the Penrith Lakes development site.

9A BIODIVERSITY CERTIFIED LAND

(Information is provided in this section only if the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*. (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*.)

PLANNING CERTIFICATE UNDER SECTION 10.7
Environmental Planning and Assessment Act, 1979

10 BIODIVERSITY STEWARDSHIP SITES

(Information is provided in this section only if Council has been notified by the Chief Executive of the Office of Environment and Heritage that the land is land to which a biobanking stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* relates. Note. Biodiversity stewardship agreements include biobanking agreements under Part 7A of the *Threatened Species Conservation Act 1995* that are taken to be biodiversity stewardships agreements under Part 5 of the *Biodiversity Conservation Act 2016*)

11 BUSH FIRE PRONE LAND

The land is not identified as bush fire prone land according to Council records.

12 PROPERTY VEGETATION PLANS

(Information is provided in this section only if Council has been notified that the land is land to which a property vegetation plan approved under the *Native Vegetation Act 2003* applies and continues in force.)

13 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

(Information is provided in this section only if Council has been notified that 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.)

14 DIRECTIONS UNDER PART 3A

(Information is provided in this section only if there is a direction by the Minister in force under section 75P(2)(c1) of the Act (repealed on 1st October 2011) that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect.)

15 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS AFFECTING SENIORS HOUSING

(Information is provided in this section only if:

- (a) there is a current site compatibility certificate (seniors housing), of which the council is aware, issued under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 in respect of proposed development on the land; and/or
- (b) any terms of a kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.)

16 SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE

(Information is provided in this section only if there is a valid site compatibility certificate (infrastructure), of which council is aware, in respect of proposed development on the land.)

PLANNING CERTIFICATE UNDER SECTION 10.7
Environmental Planning and Assessment Act, 1979

17 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

(Information is provided in this section only if:

- (a) there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land; and/or
- (b) any terms of a kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 have been imposed as a condition of consent to a development application in respect of the land.)

18 PAPER SUBDIVISION INFORMATION

(Information is provided in this section only if a development plan adopted by a relevant authority applies to the land or is proposed to be subject to a consent ballot, or a subdivision order applies to the land.)

19 SITE VERIFICATION CERTIFICATES

(Information is provided in this section only if there is a current site verification certificate, of which council is aware, in respect of the land.)

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) (Information is provided in this section only if, as at the date of this certificate, the land (or part of the land) is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.)
- (b) (Information is provided in this section only if, as at the date of this certificate, the land is subject to a management order within the meaning of the Contaminated Land Management Act 1997.)
- (c) (Information is provided in this section only if, as at the date of this certificate, the land is the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.)
- (d) (Information is provided in this section only if, at the date of this certificate, the land subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.)
- (e) (Information is provided in this section only if the land is the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997 - a copy of which has been provided to Council.)

Note: Section 10.7(5) information for this property may contain additional information regarding contamination issues.

PLANNING CERTIFICATE UNDER SECTION 10.7
Environmental Planning and Assessment Act, 1979

20 LOOSE FILL ASBESTOS INSULATION

(Information is provided in this section only if there is a residential premises listed on the register of residential premises that contain or have contained loose-fill asbestos insulation (as required by Division 1A of Part 8 of the home Building Act 1989))

21 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(Information is provided in this section only if Council is aware of any “affected building notice” and/or a “building product rectification order” in force for the land).

Note: The Environmental Planning and Assessment Amendment Act 2017 commenced operation on the 1 March 2018. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Savings, Transitional and Other Provisions) Regulation 2017, and Environmental Planning and Assessment Regulation 2000.

Information is provided only to the extent that Council has been notified by the relevant government departments.

Note:

The following section of this certificate is set aside under section 10.7(5) of the Act for the inclusion of information about other matters affecting the land of which the Council may be aware. The Council is not required under the Act to include any information in this section. Please be aware that the inclusion of information about a matter does not indicate that there are no other matters affecting the land of which the Council may be aware. Upon payment by an applicant of the required fee the Council may, pursuant to section 10.7(5) of the Act, provide further advice on other relevant matters affecting the subject land of which it may be aware.

***Flooding within certain urban areas**

- Council has in the past conducted studies of possible overland water flows within the City of Penrith. Those studies have been carried out in good faith, but Council cannot verify their accuracy. In particular, Council believes there are limitations on the accuracy of the past studies in urban areas where the effect of flash flooding, and underground drainage and stormwater disposal systems is largely unknown.
- This property is shown on Council's flood mapping as potentially so affected.
- Council imposes flood related development controls where, in its opinion, such controls are justified. Such controls may or may not be imposed with respect to this property in the event of an application for development consent.
- If a development proposal is submitted with respect to this property, Council will consider the possibility of flood or overland flow in the context of the application. Council may impose a requirement that the applicant for development consent carry out a detailed assessment of the possible overland water flows affecting the property (a flood study) and/or may impose other controls on any development designed to ameliorate flood risk.

Note: This is a certificate under section 10.7 of the Environmental Planning and Assessment Act, 1979 and is only provided in accordance with that section of the Act.

Further information relating to the subject property can be provided under section 10.7(5) of the Act. If such further information is required Council indicates that a full certificate under sections 10.7(2) and 10.7(5) should be applied for. Contact Council for details as to obtaining the additional information.

PLANNING CERTIFICATE UNDER SECTION 10.7
Environmental Planning and Assessment Act, 1979

Warwick Winn
General Manager

Per

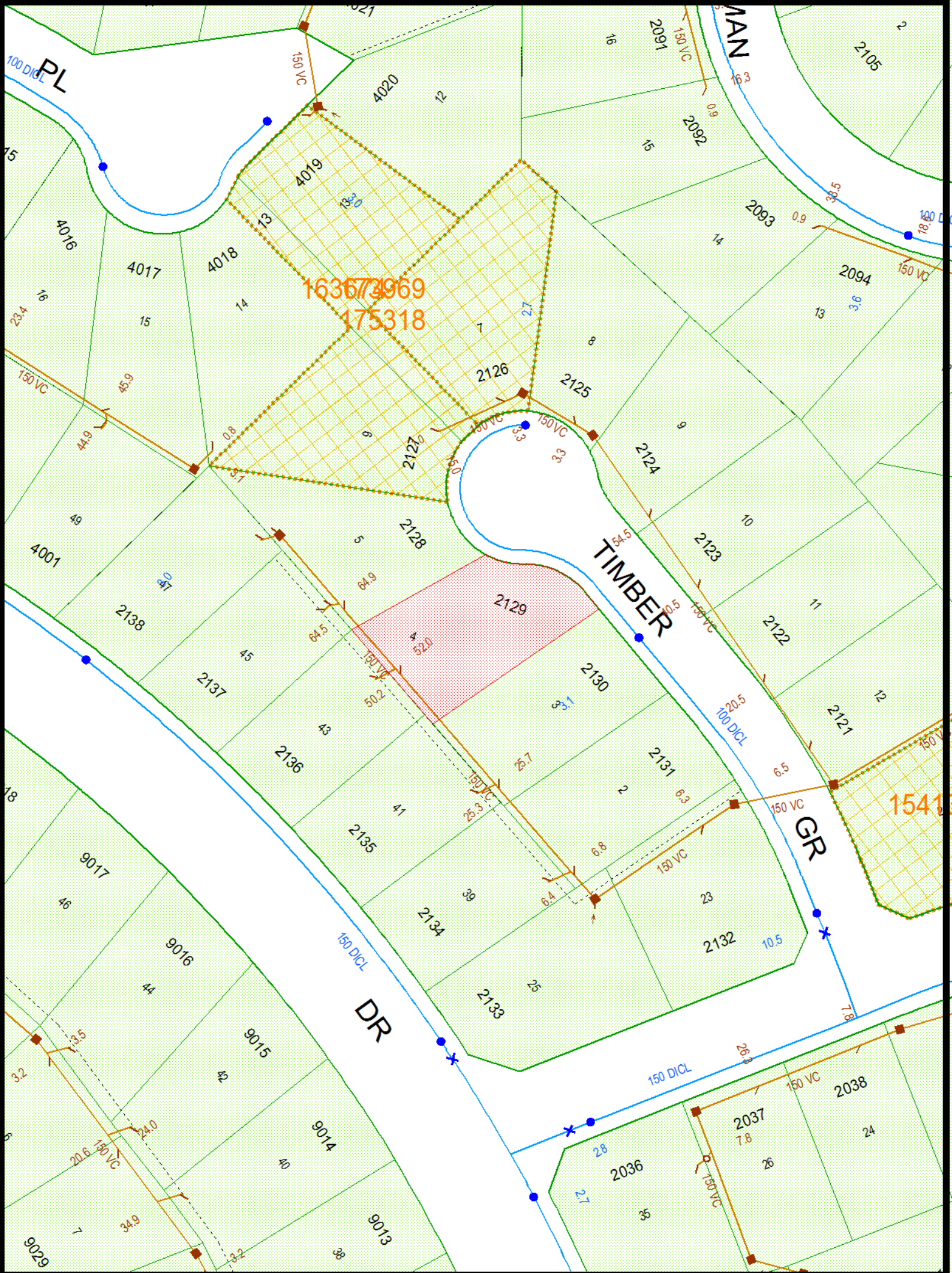


Please note:

Certain amendments to the Environmental Planning and Assessment Act 1979 No 203 (Act) commenced on 1 March 2018.

The Environmental Planning and Assessment (Amendment) Act 2017 No 60 makes structural changes to the Act and, as a consequence, the Act has been renumbered in a decimal format. For example, Section 149 Planning Certificates have become Section 10.7 Certificates. Some of the information in this certificate may refer to the previous version of the Act.

Council is committed to updating all relevant documents in a timely manner. This will include planning instruments, applications, approvals, orders, certificates, forms and other associated documents in both printed and electronic versions. Council is required to implement these changes and regrets any inconvenience caused to the local business, industry and the community.



Copy of Diagram No. 769020

SEWERAGE SERVICE DIAGRAM

M. W. S. & D. B.
Municipality of *Pennik*
Suburb of *Waddington*



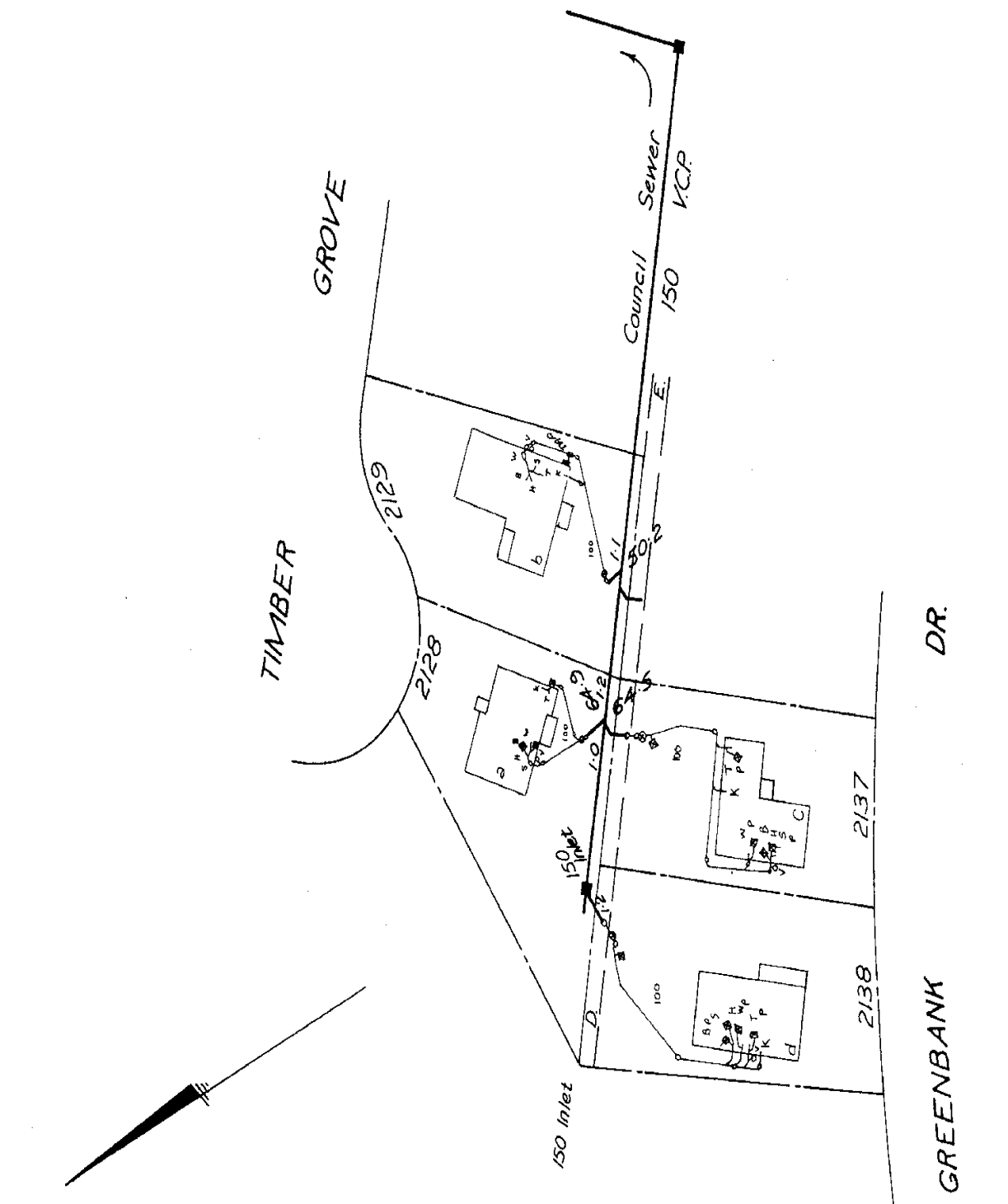
Scale: Approx. 1:500
Distances/depths in metres
pipe diameters in millimetres

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

NOTE: This diagram only indicates availability of a sewer and any repairs should be shown as existing in Board's records (By-law 8, Clause 3). The exact position of Board's sewers, stormwater channels, pipes, mains 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 Wollongong Office (Section 33 of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only.

SYMBOLS AND ABBREVIATIONS

- | | | | | |
|---|------|--------------------|-----|-----------------|
| ■ | Chr. | Chamber | IP | Waste Stack |
| □ | L.H. | Lamphole | MF | Induct Pipe |
| ⊗ | | Boundary Trap | T | Mica Flap |
| ⊕ | P/H | Inspection Shaft | K | Tube |
| ⊖ | G | Pit | W | Kitchen Sink |
| ⊗ | | Grease Interceptor | B | Water Closet |
| ⊗ | P | Gully | H | Bath Waste |
| ⊗ | R | P Trap | S | Handbasin |
| ⊗ | | Reflux Valve | Jn. | Shower |
| ⊗ | | Cleaning Eye | DW. | Junction |
| ○ | Vert | Vertical Pipe | F | Dishwasher |
| ○ | V | Vent Pipe | M | Floor Waste |
| ○ | SV | Soft Vent Pipe | BS | Washing Machine |
| | | | | Bar Sink |



Supervised by _____

Field Diagram Examined by _____

Date of Issue _____

Tracing Checked by _____

Supervised by _____

Inspector _____

Inspector _____

Outfall *S.M.* Drainer _____

W.O. *Ur.s* Plumber _____

W.O. *Gaz. on* _____

W.O. *Gaz. on* _____

Boundary Trap is not required

Sheet No. *71459*

_____ for House Services Engineer