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Contract for the sale and purchase of land 2017 edition

TERM	MEANING OF TERM	eCOS ID: 45833585	NSW Duty:
vendor's agent	Australian Property Choice 426 Stoney Creek Road KINGSGROVE NSW 2208		Phone: 1300 776 778 Fax: 02 8362 9516 Ref: Abdul Moussalli
co-agent			
vendor	FATEN MOUSSALLI, MICHAEL MOUSSALLI 6 Banyule Court WATTLE GROVE NSW 2173		
vendor's solicitor	Archer Conveyancing PO Box 105 Kingsgrove NSW 1480		Phone: 02 8507 0749 Fax: Ref: 180043
date for completion	28 days after the contract date (clause 15)		Email: vivian@archerconveyancing.com.au
land	6 BANYULE CT WATTLE GROVE NSW 2173 (Address, plan details and title reference)		
	LOT 7106 IN DEPOSITED PLAN 844334 7106/844334		
	<input checked="" type="checkbox"/> Vacant Possession <input type="checkbox"/> Subject to existing tenancies		
improvements	<input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: garden shed		
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

inclusions	<input 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: smoke detector
exclusions	
purchaser	
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)

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 29 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 30 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 31 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 32 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 33 strata management statement
<input checked="" type="checkbox"/> 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)	<input type="checkbox"/> 34 leasehold strata - lease of lot and common property
<input type="checkbox"/> 7 section 149(5) information included in that certificate	<input type="checkbox"/> 35 property certificate for neighbourhood property
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 36 plan creating neighbourhood property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 37 neighbourhood development contract
<input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 38 neighbourhood management statement
<input type="checkbox"/> 11 section 88G certificate (positive covenant)	<input type="checkbox"/> 39 property certificate for precinct property
<input type="checkbox"/> 12 survey report	<input type="checkbox"/> 40 plan creating precinct property
<input type="checkbox"/> 13 building certificate given under legislation	<input type="checkbox"/> 41 precinct development contract
<input type="checkbox"/> 14 insurance certificate (Home Building Act 1989)	<input type="checkbox"/> 42 precinct management statement
<input type="checkbox"/> 15 brochure or warning (Home Building Act 1989)	<input type="checkbox"/> 43 property certificate for community property
<input type="checkbox"/> 16 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 44 plan creating community property
<input type="checkbox"/> 17 other document relevant to tenancies	<input type="checkbox"/> 45 community development contract
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 46 community management statement
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 47 document disclosing a change of by-laws
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 48 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 49 document disclosing a change in boundaries
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 50 information certificate under Strata Schemes Management Act 2015
<input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 51 information certificate under Community Land Management Act 1989
Swimming Pools Act 1992	Other
<input type="checkbox"/> 24 certificate of compliance	<input type="checkbox"/> 52
<input type="checkbox"/> 25 evidence of registration	
<input type="checkbox"/> 26 relevant occupation certificate	
<input type="checkbox"/> 27 certificate of non-compliance	
<input type="checkbox"/> 28 detailed reasons of non-compliance	

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.

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—SWIMMING POOLS

An owner of a property on which a swimming pool is situated must ensure that the pool complies with the requirements of the *Swimming Pools Act 1992*. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

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 or mediation (for example mediation under the Law Society Mediation Model and Guidelines).

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
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 authority	Subsidence Advisory NSW
Land & Housing Corporation	Telecommunications authority
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 may become payable 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.

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>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>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</i> by the <i>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 *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
 - 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
 - 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

- 6.1 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.

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, 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; and
- amount payable by the vendor to the purchaser under this contract; and

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

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

17 Possession

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

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

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

- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by fax to the *party's solicitor*, unless 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 and 2) 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; or
- 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.
- **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) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 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 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

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

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* serves notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* serves notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
 - every *party* who has the benefit of the provision serving notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*; and
- 30.1.2 the purchaser serves a notice that it is an *electronic transaction within 14 days* of the contract date.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* 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, 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;
- associated with the agreement under clause 30.1; 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 *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 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 receipt of the purchaser's notice under clause 30.1.2; and
 - before the receipt of a notice given under clause 30.2;
- 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 receipt of the notice under clause 30.1.2 –
- 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 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 *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - 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>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>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>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.

SPECIAL CONDITIONS

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

BETWEEN Michael Moussalli and Faten Moussalli of 6 Banyule Court, Wattle Grove, New South Wales (**Vendor**)

AND of (**Purchaser**)

1. Amendments to Law Society provisions

The Law Society provisions annexed to this contract, are amended as follows:

- (a) Clause 1 definition of *bank* is amended by deleting the words “, a building society or a credit union”;
- (b) Clause 12.2 is deleted;
- (c) Clause 14.4.2 is deleted;
- (d) Clause 16.5 is amended by deleting the words “, plus another 20% of that fee”;
- (e) Clause 16.8 is deleted;
- (f) Clause 20.6.5 is deleted; and
- (g) The following new clause 20.6.8 is inserted:

“20.6.8 *served* if it is sent by electronic communication to the *party's solicitor*, and is deemed to be *served* when it is received in accordance with s13A of the Electronic Transactions Act 2000, except where time of receipt is not before 5.00pm local time on a *business day* in which case the document is deemed to have been served at 9.00am on the next *business day*.”.
- (h) Clause 25.2 is deleted.

2. 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.

Despite any other provision of this contract, if the purchaser fails to complete this contract and a notice to complete is *served* by the vendor's *solicitor*, then the purchaser shall be liable for the vendor's legal costs for preparation and *service* of the notice to complete in the agreed sum of \$330.00 (inclusive of GST). The purchaser acknowledges that payment of such sum on or before completion is an essential condition of this contract.

3. Death or incapacity

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

4. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the *property*:

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

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

5. Late completion

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

6. Agent

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

7. Deposit payable during cooling off period

If a cooling off period applies to this contract, the purchaser may pay the deposit holder in 2 instalments as follows:

- (a) On or before the date of this contract 0.25% of the agreed purchase price; and
- (b) In the event of the purchaser proceeding with the purchase on or before 5.00 pm on the fifth business day after the date of this contract a further 9.75% of the agreed purchase price.

8. Release of deposit for payment of a deposit and stamp duty

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



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 7106/844334

SEARCH DATE	TIME	EDITION NO	DATE
12/4/2018	9:30 PM	3	13/6/2015

LAND

LOT 7106 IN DEPOSITED PLAN 844334
 AT WATTLE GROVE
 LOCAL GOVERNMENT AREA LIVERPOOL
 PARISH OF HOLSWORTHY COUNTY OF CUMBERLAND
 TITLE DIAGRAM DP844334

FIRST SCHEDULE

FATEN MOUSSALLI
 MICHAEL MOUSSALLI
 AS JOINT TENANTS (T AJ563558)

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 DP786192 EASEMENT TO DRAIN WATER 3.5 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 2 DP802712 RIGHT OF CARRIAGEWAY 20.12 WIDE & VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP833832 RESTRICTION(S) ON THE USE OF LAND AS VARIED BY U673280
- 4 DP844334 RESTRICTION(S) ON THE USE OF LAND
- 5 DP844334 POSITIVE COVENANT
- 6 DP844334 EASEMENT TO DRAIN WATER 2.5 WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP844334 EASEMENT TO DRAIN WATER 2.5 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 AJ563559 MORTGAGE TO AFSH NOMINEES PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

REGULATIONS, STATE AND EXTENTIONS of intention to address public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

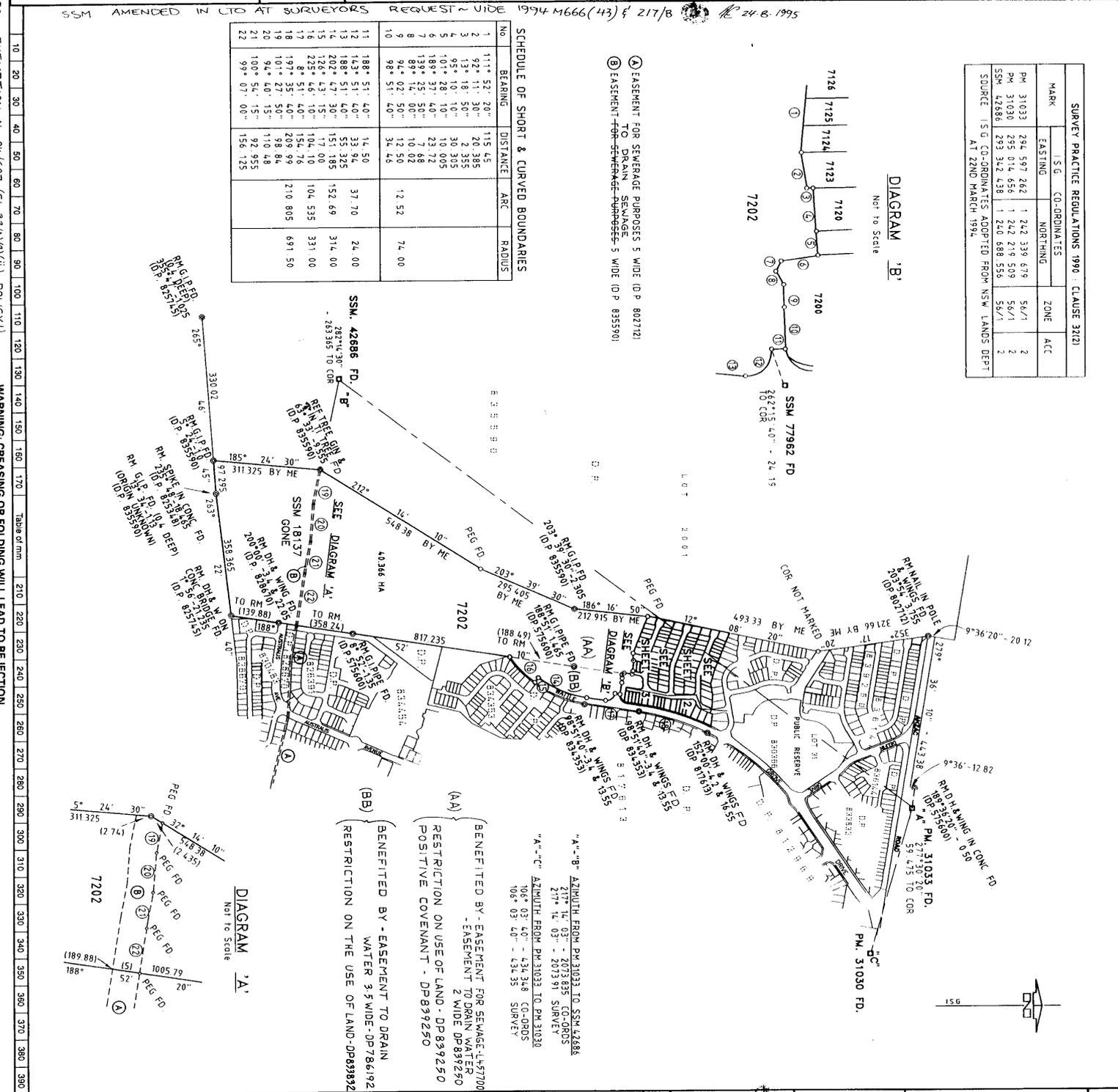
SURVEY PRACTICE REGULATIONS 1990 CLAUSE 32(2)				
MARK	U.S.G. CO-ORDINATES	NORTHING	ZONE	ACT
PM 31033	294 597 262	1 242 339 679	56/1	2
PM 31030	295 014 656	1 242 218 509	56/1	2
SSM 42686	293 342 438	1 240 688 536	56/1	2

U.S.G. CO-ORDINATES ADOPTED FROM NSW LANDS DEPT AT 22ND MARCH 1994.

SIGNED FOR AND ON BEHALF OF THE DEFENCE HOUSING AUTHORITY BY **KIMMICKY WYVIE / 2104**
 ITS DUTY CONSTITUTED ATTORNEY, WHO DECLARES THAT HE HAS NO KNOWLEDGE OF THE REVOCATION OF POWER OF ATTORNEY.
 REGISTERED BOOK 314 No. 8293
 DATED **31/1/91**
 UNDER AUTHORITY OF WHICH HE HAS EXECUTED THIS INSTRUMENT
 SIGNED *[Signature]*
 WITNESSED **KA BARRETT**

Council's Certificate
 I hereby certify that:
 (a) the requirements of the Local Government Act, 1993 other than the requirements for the registration of plans, and
 (b) the requirements of Part 3 Division 2 of the Water Board Act, 1987, or Part 5 Division 7 of the Hunter Water Board (Consolidation) Act 1991,
 have been complied with by the applicant in relation to the proposed **SUBDIVISION** (insert "new road", "subdivision" or "consolidated lot") set out herein.
 Subdivision No. **094/200**
 Date **25/1/91**
 (Signature) *[Signature]*
 Council File No. **XX 816 58 717**

PLAN APPROVED
 Crown Lands Office Approval
 Authorising Officer
 Land District
 Paper No.
 Field Book
 Date



SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	RADIUS
1	111° 57' 30"	115.45		
2	97° 11' 30"	20.385		
3	13° 18' 50"	2.355		
4	95° 10' 10"	30.305		
5	101° 28' 10"	10.005		
6	189° 37' 40"	23.72		
7	139° 25' 50"	7.68		
8	89° 14' 00"	10.02		
9	94° 02' 50"	12.50		
10	98° 51' 40"	34.45		
11	188° 51' 40"	14.50		
12	143° 51' 40"	33.95		
13	188° 51' 40"	33.95		
14	202° 47' 30"	151.185		
15	125° 42' 15"	117.00		
16	125° 42' 15"	117.00		
17	8° 51' 40"	154.70		
18	197° 35' 40"	209.99		
19	101° 27' 50"	38.84		
20	94° 46' 15"	110.48		
21	100° 54' 15"	92.955		
22	99° 07' 00"	154.125		

SSM AMENDED IN LIO AT SURVEYORS REQUEST & UNDER 1974 M666(43) & 217/B & 24.8.1995

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 DIAGRAM 'OJ'

- ⓐ EASEMENT TO DRAIN WATER 1.5 WIDE
- ⓑ EASEMENT TO DRAIN WATER 2 WIDE
- ⓒ EASEMENT TO DRAIN WATER 2.5 WIDE
- ⓓ EASEMENT FOR ELECTRICAL PURPOSES 2.75 WIDE
- ⓔ EASEMENT FOR UNDERGROUND MAINS 1 WIDE
- ⓕ RESTRICTION AS TO USER
- ⓖ RESTRICTION AS TO USER

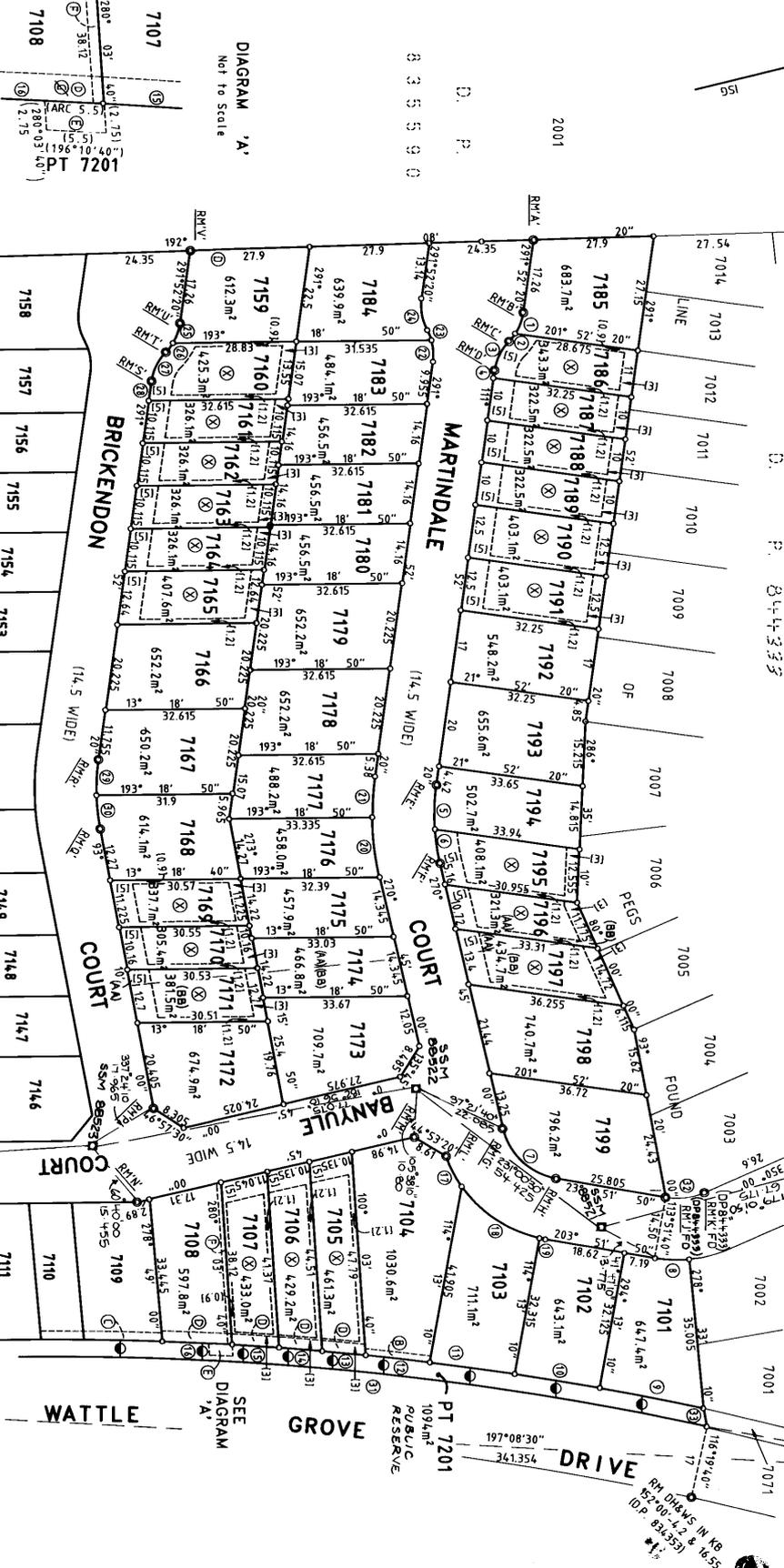
SCHEDULE OF REFERENCE MARKS

NO.	DESCRIPTION	BEARING	DIST.
A	RM G.I. PIPE	127.08° 20"	0.505
B	RM G.I. PIPE	216.52° 20"	0.5
C	RM G.I. PIPE	588.32° 30"	0.5
D	RM G.I. PIPE	216.52° 20"	0.5
E	RM G.I. PIPE	216.52° 20"	0.5
F	RM G.I. PIPE	0° 45'	0.5
G	RM G.I. PIPE	0° 45'	0.5
H	RM G.I. PIPE	293° 51' 40"	0.5
I	RM G.I. PIPE	293° 51' 40"	0.5
J	RM G.I. PIPE	293° 51' 40"	0.5
K	RM G.I. PIPE	293° 51' 40"	0.5
L	RM G.I. PIPE	293° 51' 40"	0.5
M	RM G.I. PIPE	134° 53' 20"	0.505
N	RM G.I. PIPE	134° 53' 20"	0.505
O	RM G.I. PIPE	134° 53' 20"	0.505
P	RM G.I. PIPE	134° 53' 20"	0.505
Q	RM G.I. PIPE	134° 53' 20"	0.505
R	RM G.I. PIPE	134° 53' 20"	0.505
S	RM G.I. PIPE	134° 53' 20"	0.505
T	RM G.I. PIPE	134° 53' 20"	0.505
U	RM G.I. PIPE	134° 53' 20"	0.505
V	RM G.I. PIPE	134° 53' 20"	0.505
W	RM G.I. PIPE	134° 53' 20"	0.505
X	RM G.I. PIPE	134° 53' 20"	0.505
Y	RM G.I. PIPE	134° 53' 20"	0.505
Z	RM G.I. PIPE	134° 53' 20"	0.505

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	DIST.	ARC	RADIUS
1	124° 38' 30"	5.305	5.35	12.00
2	142° 58' 40"	2.325	2.33	12.00
3	130° 12' 30"	7.55	12.00	12.00
4	111° 52' 20"	1.84	7.68	12.00
5	105° 54' 40"	10.385	10.41	50.00
6	95° 18' 20"	8.02	8.03	50.00
7	57° 18' 20"	17.085	18.09	15.50
8	16° 12' 40"	7.99	8.015	30.00
9	25° 12' 20"	24.56	24.56	30.00
10	23° 24' 50"	20.00	20.00	712.50
11	21° 48' 20"	20.02	20.02	712.50
12	20° 23' 50"	15.00	15.00	712.50
13	19° 23' 10"	10.135	10.12	712.50
14	18° 34' 20"	10.11	10.11	712.50
15	17° 43' 30"	11.00	11.00	712.50
16	16° 37' 30"	16.465	16.47	712.50
17	15° 50' 30"	8.005	8.03	30.00
18	14° 50' 10"	21.83	22.34	30.00
19	13° 50' 10"	14.138	14.138	30.00
20	97° 02' 20"	14.135	14.13	64.50

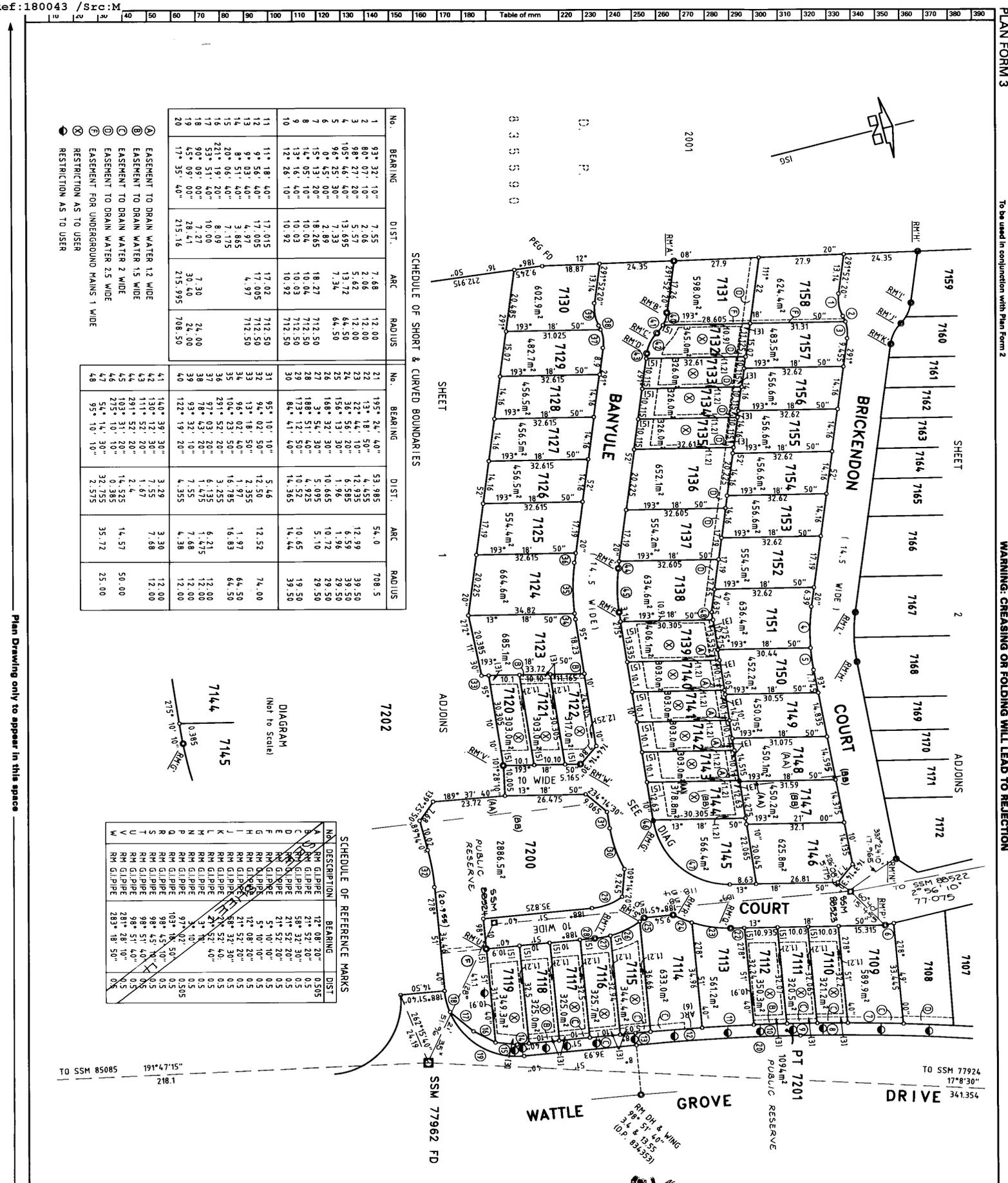
No.	BEARING	DIST.	ARC	RADIUS
21	107° 34'	9.605	9.62	64.50
22	99° 41' 30"	5.005	5.01	13.00
23	81° 21' 20"	2.575	2.58	13.00
24	93° 32' 10"	7.55	7.68	13.00
25	123° 42' 02"	4.92	4.95	13.00
26	162° 02'	2.72	2.73	13.00
27	130° 12' 30"	7.55	7.68	13.00
28	291° 52' 20"	4.595	4.595	12.00
29	107° 03' 20"	8.395	8.40	50.00
30	97° 42' 20"	7.91	7.92	50.00
31	17° 35' 40"	215.16	215.995	708.50
32	6° 57' 50"	9.03	9.16	15.50
33	93° 38' 20"	4.335		



DP 84334
 Registered: 11-11-1994
 This is sheet 3 of 4
 dated 8 July 1994
 John A. Barber
 Surveyor registered under Surveyors Act 1929
 This is sheet 2 of the plan of 1/4
 Street corner of 25-70-1994
 1994/200
 For use where there is a transferee in any panel on Plan Form 2
 General Manager/In-charge Person

SIGNED FOR AND IN BEHALF OF THE OFFICER IN CHARGE AUTHORITY BY: KINGSLEY, JEFFREY S. KINGSLEY
 ITS JLT, CONSTITUTED ATTORNEY KNOWS AND CONFESSES THE CONTENTS OF THIS INSTRUMENT TO BE THE ACT AND DEED OF POWER OF ATTORNEY REGISTERED BOOK 884/10, 638.
 DATED: 31/1/94
 UNDER AUTHORITY OF WHICH HE HAS EXECUTED THIS INSTRUMENT
 SIGNED: [Signature]
 WITNESSED: [Signature] K.A. Barber

SSM OFFSET ADDED TO PLAN AT SURVEYORS REQUEST - VIDE 1994M66(43) & 21718
 16-SEP-1996
 204° 20' 20" 58.745
 116° 19' 40" 17
 197° 08' 30" 341.354
 109.4m PUBLIC RESERVE
 SEE DIAGRAM 'A'



No.	BEARING	DIST.	ARC	RADIUS	No.	BEARING	DIST.	ARC	RADIUS
1	93° 32' 10"	7.55	7.68	12.00	21	195° 24' 40"	53.985	54.0	708.5
2	80° 07' 10"	2.06	2.06	12.00	22	13° 18' 50"	4.455	12.99	39.50
3	98° 27' 20"	5.57	5.62	12.00	23	22° 44' 10"	12.935	6.59	39.50
4	105° 46' 40"	13.695	13.72	64.50	24	36° 55' 20"	6.585	1.96	29.50
5	96° 25' 30"	7.33	7.34	64.50	25	156° 13' 30"	1.96	10.72	29.50
6	0° 45' 00"	2.89			26	168° 32' 30"	10.665	5.095	29.50
7	15° 13' 20"	18.265	18.27	712.50	27	3° 54' 30"	5.095	5.10	29.50
8	14° 05' 10"	10.04	10.04	712.50	28	189° 51' 40"	10.425	19.50	19.50
9	13° 16' 40"	10.03	10.03	712.50	29	189° 51' 40"	10.425	19.50	19.50
10	12° 26' 10"	10.92	10.92	712.50	30	84° 41' 20"	14.365	14.44	39.50
11	11° 18' 40"	17.015	17.02	712.50	31	95° 10' 10"	5.46	12.52	74.00
12	9° 56' 40"	17.005	17.005	712.50	32	94° 02' 50"	12.50	12.52	74.00
13	8° 51' 40"	3.845	4.97	712.50	33	13° 18' 50"	2.355	1.97	64.50
14	20° 04' 40"	7.175	8.09		34	96° 02' 40"	1.97	64.50	64.50
15	22° 19' 20"	8.09			35	104° 23' 50"	16.785	16.83	64.50
16	53° 51' 40"	10.00	7.30	24.00	36	291° 52' 20"	3.255	6.21	12.00
17	90° 09' 00"	7.27	7.27	24.00	37	97° 43' 20"	6.135	12.00	12.00
18	45° 09' 00"	28.41	30.40	24.00	38	78° 43' 20"	1.475	7.48	12.00
19	17° 35' 40"	215.16	215.995	708.50	39	93° 32' 10"	7.55	7.48	12.00
20					40	122° 19' 20"	4.355	4.38	12.00

No.	BEARING	DIST.	ARC	RADIUS
41	140° 39' 30"	3.29	3.30	12.00
42	130° 12' 30"	7.55	7.68	12.00
43	111° 52' 30"	1.67		
44	291° 52' 20"	2.4		
45	103° 31' 28"	14.525	14.57	50.00
46	225° 10' 18"	32.755	35.72	25.00
47	54° 14' 30"			
48	95° 10' 10"			

NO.	DESCRIPTION	BEARING	DIST.
A	RM G.L.P.P.E.	72° 08' 20"	0.505
B	RM G.L.P.P.E.	21° 52' 20"	0.5
C	RM G.L.P.P.E.	50° 52' 20"	0.5
D	RM G.L.P.P.E.	31° 52' 20"	0.5
E	RM G.L.P.P.E.	5° 10' 10"	0.5
F	RM G.L.P.P.E.	5° 10' 10"	0.5
G	RM G.L.P.P.E.	5° 10' 10"	0.5
H	RM G.L.P.P.E.	12° 08' 20"	0.5
I	RM G.L.P.P.E.	21° 52' 20"	0.5
J	RM G.L.P.P.E.	58° 32' 30"	0.5
K	RM G.L.P.P.E.	21° 52' 40"	0.5
L	RM G.L.P.P.E.	3° 10' 10"	0.5
M	RM G.L.P.P.E.	3° 10' 10"	0.5
N	RM G.L.P.P.E.	3° 10' 10"	0.5
O	RM G.L.P.P.E.	97° 02' 20"	0.505
P	RM G.L.P.P.E.	103° 14' 50"	0.5
Q	RM G.L.P.P.E.	98° 45' 10"	0.5
R	RM G.L.P.P.E.	98° 45' 10"	0.5
S	RM G.L.P.P.E.	98° 51' 40"	0.5
T	RM G.L.P.P.E.	98° 51' 40"	0.5
U	RM G.L.P.P.E.	28° 28' 50"	0.5
V	RM G.L.P.P.E.	28° 28' 50"	0.5
W	RM G.L.P.P.E.	28° 18' 50"	0.5

AMENDED REFERENCE TABLES FOR SHEETS 2 AND 3 OF D.P. 844334

SHEET 2
 SCHEDULE OF REFERENCE MARKS

No.	TYPE	BEARING	DIST
A	D1&W	303° 27' 10"	17.42
B	D1&W	348° 57' 00"	22.42
C	D1&W	211° 52' 20"	20.00
D	D1&W	211° 52' 20"	20.00
E	D1&W	211° 52' 20"	20.00
F	D1&W	211° 52' 20"	20.00
G	D1&W	211° 52' 20"	20.00
H	D1&W	211° 52' 20"	20.00
I	D1&W	211° 52' 20"	20.00
J	D1&W	211° 52' 20"	20.00
K	D1&W	211° 52' 20"	20.00
L	D1&W	211° 52' 20"	20.00
M	D1&W	211° 52' 20"	20.00
N	D1&W	211° 52' 20"	20.00
O	D1&W	211° 52' 20"	20.00
P	D1&W	211° 52' 20"	20.00
Q	D1&W	211° 52' 20"	20.00
R	D1&W	211° 52' 20"	20.00
S	D1&W	211° 52' 20"	20.00
T	D1&W	211° 52' 20"	20.00
U	D1&W	211° 52' 20"	20.00
V	D1&W	211° 52' 20"	20.00
W	D1&W	211° 52' 20"	20.00

SHEET 3
 SCHEDULE OF REFERENCE MARKS

No.	TYPE	BEARING	DIST
A	D1&W	303° 27' 10"	17.42
B	D1&W	348° 57' 00"	22.42
C	D1&W	211° 52' 20"	20.00
D	D1&W	211° 52' 20"	20.00
E	D1&W	211° 52' 20"	20.00
F	D1&W	211° 52' 20"	20.00
G	D1&W	211° 52' 20"	20.00
H	D1&W	211° 52' 20"	20.00
I	D1&W	211° 52' 20"	20.00
J	D1&W	211° 52' 20"	20.00
K	D1&W	211° 52' 20"	20.00
L	D1&W	211° 52' 20"	20.00
M	D1&W	211° 52' 20"	20.00
N	D1&W	211° 52' 20"	20.00
O	D1&W	211° 52' 20"	20.00
P	D1&W	211° 52' 20"	20.00
Q	D1&W	211° 52' 20"	20.00
R	D1&W	211° 52' 20"	20.00
S	D1&W	211° 52' 20"	20.00
T	D1&W	211° 52' 20"	20.00
U	D1&W	211° 52' 20"	20.00
V	D1&W	211° 52' 20"	20.00
W	D1&W	211° 52' 20"	20.00

SHEET 4 ADDED TO PLAN AT SURVEYORS REQUEST ~ VIDE 1994 M 666(43) & 217/B 24.8.1995

DP 844334
 Registered: 11.11.1994
 This is sheet 4 of my plan in 4 sheets
 dated
 Surveyor Registered under the Surveyors Act, 1928
 This is sheet 4 of the plan of 4 sheets covered by my Certificate No. of
 General Manager/Audited Person
 For use where space is insufficient in any panel on Plan Form 2.

Reduction Ratio 1:
 SURVEYORS REFERENCE: 5066/7BC

Plan Drawing only to appear in this space

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

Lengths are in metres

(Sheet 1 of 9 sheets)

Plan: **DP B44334**

Subdivision covered by Council Clerk's Certificate No. **200** of **25 / 10 / 1994** comprised in Folio Identifier **7061 / B44333** ~~7073 /~~

PART 1

Full name and address of proprietor of the land:

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

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

Restriction as to user

Schedule of Lots Affected

Lots burdened

Lots benefited

Lots 7101 to 7199 inclusive

Every other lot excepts Lots 7200, 7201 and 7202

2. Identity of positive covenant secondly referred to in abovementioned plan.

Positive covenant

Schedule of Lots Affected

Lots burdened

Name of Authority benefited

Lots 7101 to 7199 inclusive

Defence Housing Authority

3. Identity of restriction thirdly referred to in abovementioned plan

Restriction as to user

Schedule of Lots Affected

Lots burdened

Name of Authority benefited

Lots 7105 to 7107 inclusive,
Lots 7110 to 7112 inclusive,
Lots 7115 to 7122 inclusive,
Lots 7132 to 7135 inclusive,
Lots 7139 to 7144 inclusive,
Lots 7160 to 7165 inclusive,
Lots 7169 to 7171 inclusive,
Lots 7186 to 7191 inclusive
and Lots 7195 to 7197
inclusive

Liverpool City Council

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

Lengths are in metres

(Sheet 2 of 9 sheets)

Plan:

DP 844334

Subdivision covered by Council
Clerk's Certificate No. 200
of 25-10-1994 comprised in
Folio Identifier 7061/844333
~~70734~~

4. Identity of restriction fourthly referred to in abovementioned plan Restriction as to user

Schedule of Lots Affected

Lots burdened

Lots 7101 to 7119 inclusive

Lots benefited

Every other lot excepts Lots 7200,
7201 and 7202

5. Identity of easement fifthly referred to in abovementioned plan Easement to drain water 1.2 wide

Schedule of Lots Affected

Lots burdened

Lot 7139
Lot 7140
Lot 7141
Lot 7142
Lot 7143

Lots benefited

Lots 7140 to 7144 inclusive
Lots 7141 to 7144 inclusive
Lots 7142 to 7144 inclusive
Lots 7143 and 7144
Lot 7144

6. Identity of easement sixthly referred to in abovementioned plan Easement to drain water 1.5 wide

Schedule of Lots Affected

Lots burdened

Lot 7104
Lot 7112
Lot 7118
Lot 7121
Lot 7122

Lots benefited

Lot 7103
Lot 7113
Lot 7119
Lot 7120
Lots 7120 and 7121

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

Lengths are in metres

(Sheet 3 of 9 sheets)

Plan: DP 844334

Subdivision covered by Council
Clerk's Certificate No. 200
of 25/10/1994 comprised in
Folio Identifier 7061/844333
~~20734~~

7. Identity of easement Easement to drain water 2.0 wide
seventhly referred to in
abovementioned plan

Schedule of Lots Affected

Lots burdened

Lot 7109
Lot 7110
Lot 7111
Lot 7115
Lot 7114
Lot 7116
Lot 7117

Lots benefited

Lots 7110 to 7113 inclusive
Lots 7111 to 7113 inclusive
Lots 7112 and 7113
Lots 7116 to 7119 inclusive
Lots 7115 to 7119 inclusive
Lots 7117 to 7119 inclusive
Lots 7118 and 7119

8. Identity of easement Easement to drain water 2.5 wide
eighthly referred to in
abovementioned plan

Schedule of Lots Affected

Lots burdened

Lot 7105
Lot 7106
Lot 7107
Lot 7108

Lot 7131
Lot 7132
Lot 7133
Lot 7134
Lot 7135
Lot 7136
Lot 7137
Lot 7138

Lots benefited

Lots 7103 and 7104
Lots 7103 to 7105 inclusive
Lots 7103 to 7106 inclusive
Lots 7103 to 7107 inclusive
and Lots 7109 to 7113 inclusive
Lots 7132 to 7144 inclusive
Lots 7133 to 7144 inclusive
Lots 7134 to 7144 inclusive
Lots 7135 to 7144 inclusive
Lots 7136 to 7144 inclusive
Lots 7137 to 7144 inclusive
Lots 7138 to 7144 inclusive
Lots 7139 to 7144 inclusive

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

Lengths are in metres

(Sheet 4 of 9 sheets)

Plan: DP 844334

Subdivision covered by Council Clerk's Certificate No. 200 of 25 / 10 / 1994 comprised in Folio Identifier 7061/844333 ~~7073+~~

AMENDED AT LODGING PARTY'S REQUEST 11/11/94

- 9. Identity of easement ninthly referred to in abovementined plan Easement for electricity purposes 2.75 wide

Schedule of Lots Affected

<u>Lot burdened</u>	<u>Name of Authority benefited</u>
Lot 7200 & 7201	Prospect Electricity

- 10. Identity of easement tenthly referred to in abovementioned plan Easement for underground mains 1 wide

Schedule of Lots Affected

<u>Lots burdened</u>	<u>Name of Authority benefited</u>
Lots 7108, 7131 and 7158	Prospect Electricity

PART 2

- 1. Terms of restriction as to user firstly referred to in abovementioned plan.

- (a) The Lot Hereby Burdened shall not be used for any purpose nor shall any part of the Lot Hereby Burdened be used for any purpose unless such use shall be a use permitted by the planning regulations from time to time in force affecting the Lot Hereby Burdened as being permitted (either unconditionally or subject to consent of the local Council or other Consent Authority as defined by the Environmental Planning and Assessment Act 1979 of New South Wales) in an area zoned as a residential zone.
- (b) Notwithstanding the provisions of paragraph (a) hereof the Lot Hereby Burdened shall not be used for any purpose nor shall any part of the Lot Hereby Burdened be used for any purpose unless such use shall be permitted and lawful under and in accordance with the planning regulations from time to time in force and under and in accordance with the conditions of any consent given for or in respect of such by any Council or other authority under such regulations.

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

Lengths are in metres

(Sheet 5 of 9 sheets)

Plan: DP 844334

Subdivision covered by Council
Clerk's Certificate No. 200
of 25 / 10 / 1994 comprised in
Folio Identifier ~~70737~~ 7061 / 844333

- (c) (i) No building or structure (including a fence or wall of any nature whatsoever) shall be erected or made on in or over the Lot Hereby Burdened or any part thereof unless sketch plans and a schedule of materials sufficient to outline the building or structure have received the prior written approval of DHA.
- (ii) No siteworks (including fencing any excavation filling or retaining walls) shall be erected made or carried out on or about the Lot Hereby Burdened or any part thereof unless sketch plans sufficient to outline the works have received the prior written approval of DHA.
- (iii) No external sign or hoarding or any tank or any clothes line or letter box or mast or pole of any description or television antenna or radio aerial will be erected or made on or over the Lot Hereby Burdened or any part thereof on or outside any building or structure on the Lot Hereby Burdened or on any part thereof without the prior written approval of DHA.
- (iv) No external flood lights or spotlights or any lights illuminating any pool or tennis court or other similar enclosure shall be erected on the Lot Hereby Burdened or any part thereof without the prior written approval of DHA

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

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

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

Lengths are in metres

(Sheet 6 of 9 sheets)

Plan: DP 844334

Subdivision covered by Council
Clerk's Certificate No. 200
of 25-10-1994 comprised in
Folio Identifier 7061/844333
~~70734~~

to a person entitled to the Lot Hereby Burdened under the will or upon the intestacy of the registered proprietor

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

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

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

3. Terms of restriction as to user thirdly referred to in abovementioned plan

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

- (a) the dwelling shall not have more than one storey;
- (b) the dwelling shall not be located on the Lot Hereby Burdened other than within the part of the Lot Hereby Burdened which is marked "X";
- (c) there shall remain on the Lot Hereby Burdened an area of open space which:

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

Lengths are in metres

(Sheet 7 of 9 sheets)

Plan: DP 844334

Subdivision covered by Council
Clerk's Certificate No. 200
of 25 - 10 - 1994 comprised in
Folio Identifier 7061/844333
~~70737~~

- (i) has a minimum area of 80 square metres and a minimum dimension of 2.5 metres (when measured approximately parallel to either the front or one of the side boundaries of the Lot Hereby Burdened); and
- (ii) includes an area of not less than 24 square metres which is directly accessed from one of the building's living areas and is capable of being an extension to such living area

PROVIDED THAT this restriction as to user shall not apply to the extent that

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

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

4. Terms of restriction as to user fourthly referred to in abovementioned plan

- (a) The registered proprietor shall not remove, damage, destroy or permit to fall into disrepair the 1.8 metre high brushwood fence or any part thereof now erected upon that part of the Lot Hereby Burdened which is marked on the abovementioned plan as the location of this restriction as to user without the prior written consent of The Council of the City of Liverpool.
- (b) The registered proprietor shall not erect or permit to be erected any fencing upon that part of the Lot Hereby Burdened shown on the plan as being the location of this restriction as to user other than a 1.8 metre high brushwood fence without the prior written consent of The Council of the City of Liverpool.

9. Terms of easement ninthly 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

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

Lengths are in metres

(Sheet 8 of 9 sheets)

Plan: DP 844334

Subdivision covered by Council
Clerk's Certificate No. 200
of 25 / 10 / 1994 comprised in
Folio Identifier ~~70737~~ 7061 / 844333

authorised by Prospect to enter into and upon the said easement or anypart thereof at all reasonable times and to remain there for any reasonable time with surveyors, workmen, vehicles, things or persons and to bring and place and leave thereon or remove therefrom all necessary materials, machinery, implements and things provided that Prospect and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the said easement and will restore that surface as nearly as practicable to its original condition.

10. Terms of easement tenthly referred to in abovementioned plan

An easement for the transmission of electricity with full and free right leave liberty and licence for Prospect Electricity and its successors ("Prospect") 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 said easement AND to cause or permit electricity to flow or be transmitted through and along the said transmission mains wires and cables and for the purposes of the erection construction and placement of the electricity transmission mains wires cable and ancillary works to enter into and upon the said easement or any part thereof at all reasonable times with surveyors workmen vehicles materials machinery or implements or with any other necessary things or persons and to place and leave thereon or remove therefrom all necessary materials machinery implements and things AND the registered proprietor shall not erect or permit to be erected any building or other erection of any kind or description on over or under the said easement or alter the surface level thereof or carry out any form of construction affecting the surface under-surface or subsoil thereof without the Prospect's permission in writing being first had and obtained PROVIDED that anything permitted by Prospect under the foregoing covenant shall be executed in all respects in accordance with the reasonable requirements of Prospect and to the reasonable satisfaction of the engineer of Prospect for the time being.

NAME OF AUTHORITY HAVING THE RIGHT TO RELEASE, VARY OR MODIFY THE EASEMENTS, POSITIVE COVENANT OR RESTRICTIONS THIRDLY, FOURTHLY, FIFTHLY, SIXTHLY, SEVENTHLY AND EIGHTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

The Council of the City of Liverpool.

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

Lengths are in metres

(Sheet 9 of 9 sheets)

Plan: DP 844334

Subdivision covered by Council
Clerk's Certificate No. 200
of 25 / 10 / 1994 comprised in
Folio Identifier ~~70737~~ 7061 / 844333

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

Defence Housing Authority

In this instrument:

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

SIGNED FOR AND ON BEHALF OF
DEFENCE HOUSING AUTHORITY BY
Kingsley Wayne Price ITS
DULY CONSTITUTED ATTORNEY WHO
DECLARES THAT HE HAS NO KNOWLEDGE
OF THE REVOCATION OF THE POWER OF
ATTORNEY DATED *31/7/91* BOOK *3844*
NO. *898* UNDER THE AUTHORITY
OF WHICH HE HAS EXECUTED THIS INSTRUMENT
IN THE PRESENCE OF:-



RA Bracken
RA BRACKEN.

REGISTERED  *11-11-1994*

23472

PS.A. HPD

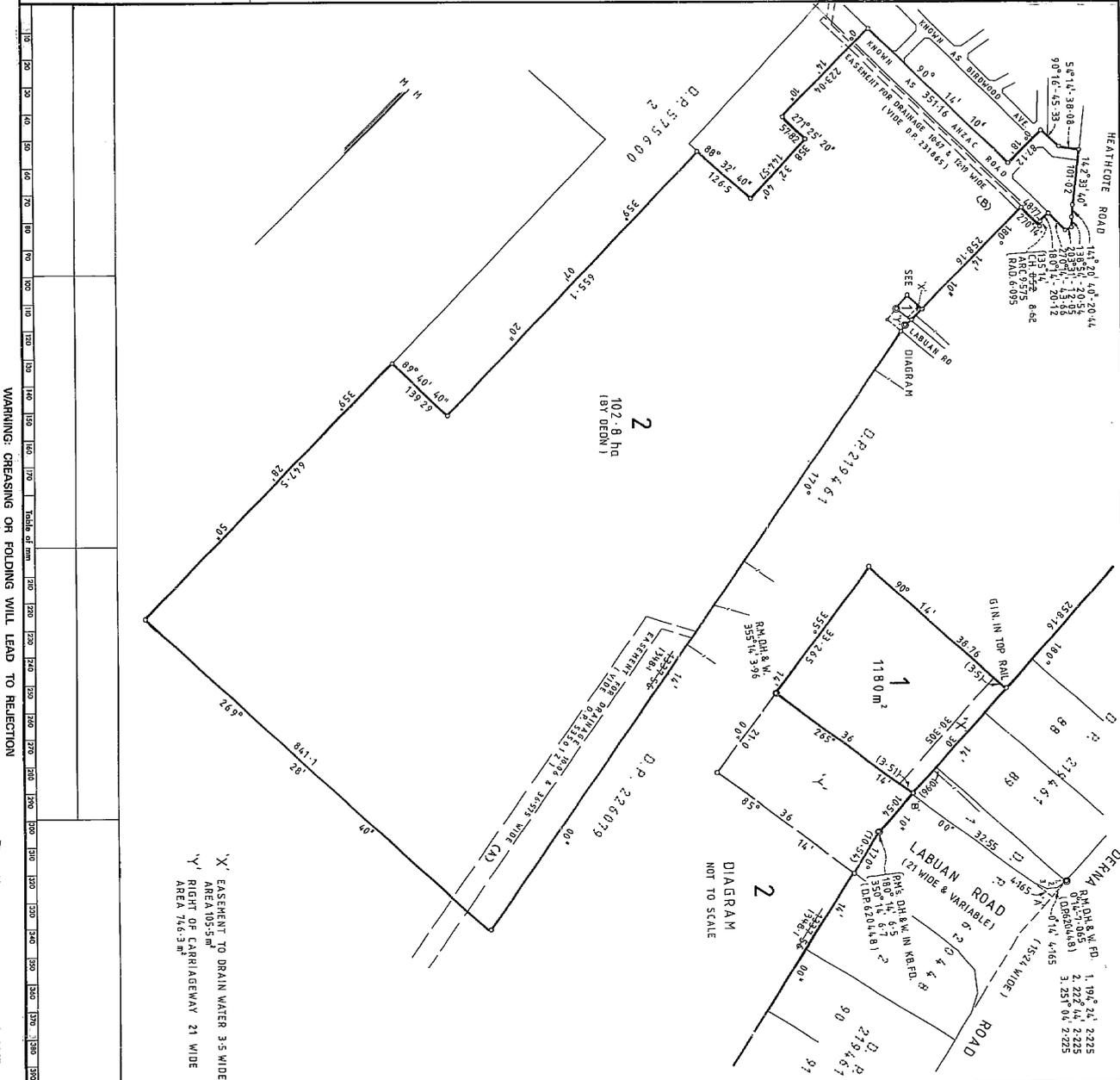
Signature and scale only.

SIGNED and sealed on behalf of the THE COMMONWEALTH OF AUSTRALIA
 DEPUTY REGISTRAR of Assessor's Office, Director of Legal Services Office, New South Wales, in the presence of
 an Officer of the Assessor's Department

Council Clerk's Certificate

I hereby certify that -
 (a) no application of the Local Government Act, 1919 has been made for the subdivision of the land shown in the plan, and
 (b) the requirements of section 84B of the Metropolitan Councils Act, 1958, and the requirements of the Metropolitan Councils (Subdivision) Regulations, 1958, have been complied with by the applicant in addition to the requirements of section 84B of the Metropolitan Councils Act, 1958, and the requirements of the Metropolitan Councils (Subdivision) Regulations, 1958, and that the plan is a true and correct copy of the original plan as shown in the office of the Assessor's Department.

Signature: [Signature]
 Date: 22-7-1988
 Title: Deputy Registrar



DP 786192

Registered: 00211A
 13-12-1988

C.A.: 1988/51 OF 22-7-1988

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Amp: U/137-58

Last Plan: DP275400

PLAN OF SUBDIVISION OF LOT 1
 IN D.P. 575400

Reduction Ratio: 1:5000
 (Subject to increase)

Municipality: LIVERPOOL
 City: LIVERPOOL

Locality: HOLSWORDTHY

Parish: HOLSWORDTHY

County: CUMBERLAND

This is directed to the Registrar of Assessor's Office, New South Wales, in the presence of an Officer of the Assessor's Department.

1. RICHARD JAMES HARRIS
 Deputy Registrar

of AUSTRALIAN SURVEY OFFICE, NSW, at
 a meeting held under the Statutory Act, 1922, at
 the office of the Registrar of Assessor's Office, New South Wales, on the 22nd day of July, 1988, at
 the office of the Registrar of Assessor's Office, New South Wales, at 115, 116 & 117, Market Street, Sydney, New South Wales, in the presence of
 an Officer of the Assessor's Department, and that the plan is a true and correct copy of the original plan as shown in the office of the Assessor's Department.

Signature: [Signature]
 Date: 22-7-1988
 Title: Deputy Registrar

Present to Section 88B of the Conveyancing Act 1919 as amended, it is intended to create -
 'X' EASEMENT TO DRAIN WATER
 3.5 WIDE
 'Y' RIGHT OF CARRIAGEWAY 21 WIDE

Permit for use only for statements of intention to dedicate public roads or to create public roads or easements, easements or restrictions as to land.

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	190	200	210	220	230	240	250	260	270	280	290	300
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WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 15th December, 1988.

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

(sheet 1 of 1 sheet)

Lengths are in metres

PART 1

Plan: DPT 861 93

Subdivision covered by Council Clerk's 1988/51 Certificate No. 1988/51
Plan of Subdivision of Lot 1 D.P. 575600 being the land comprised in Certificate of Title Volume 13468 Folio 199.

The Commonwealth of Australia.

Full Name of the Registered Proprietor of the Land

1. Identity of Easement Firstly Referred to in Above-mentioned Plan. Easement to Drain Water 3.5 wide.

Schedule of Lots etc. Affected

Lot Burdened

Lot Benefitted

Lot 1

Lot 2

2. Identity of Easement Secondly Referred to in Above-mentioned Plan Right of Carriageway 21 wide

Schedule of Lots etc. Affected

Lot Burdened

Lot Benefitted

Lot 2

PART 2

1. Terms of Easement Firstly Referred to in the Above-mentioned Plan.
Easement to drain water 3.5 wide within the meaning of Section 181A of the Conveyancing Act, 1919 (Schedule VIII Part XII).
2. Terms of Easement secondly referred to in the Above-mentioned Plan
Right of Carriageway 21 wide within the meaning of Section 181A of the Conveyancing Act, 1919 (Schedule VIII Part 1).

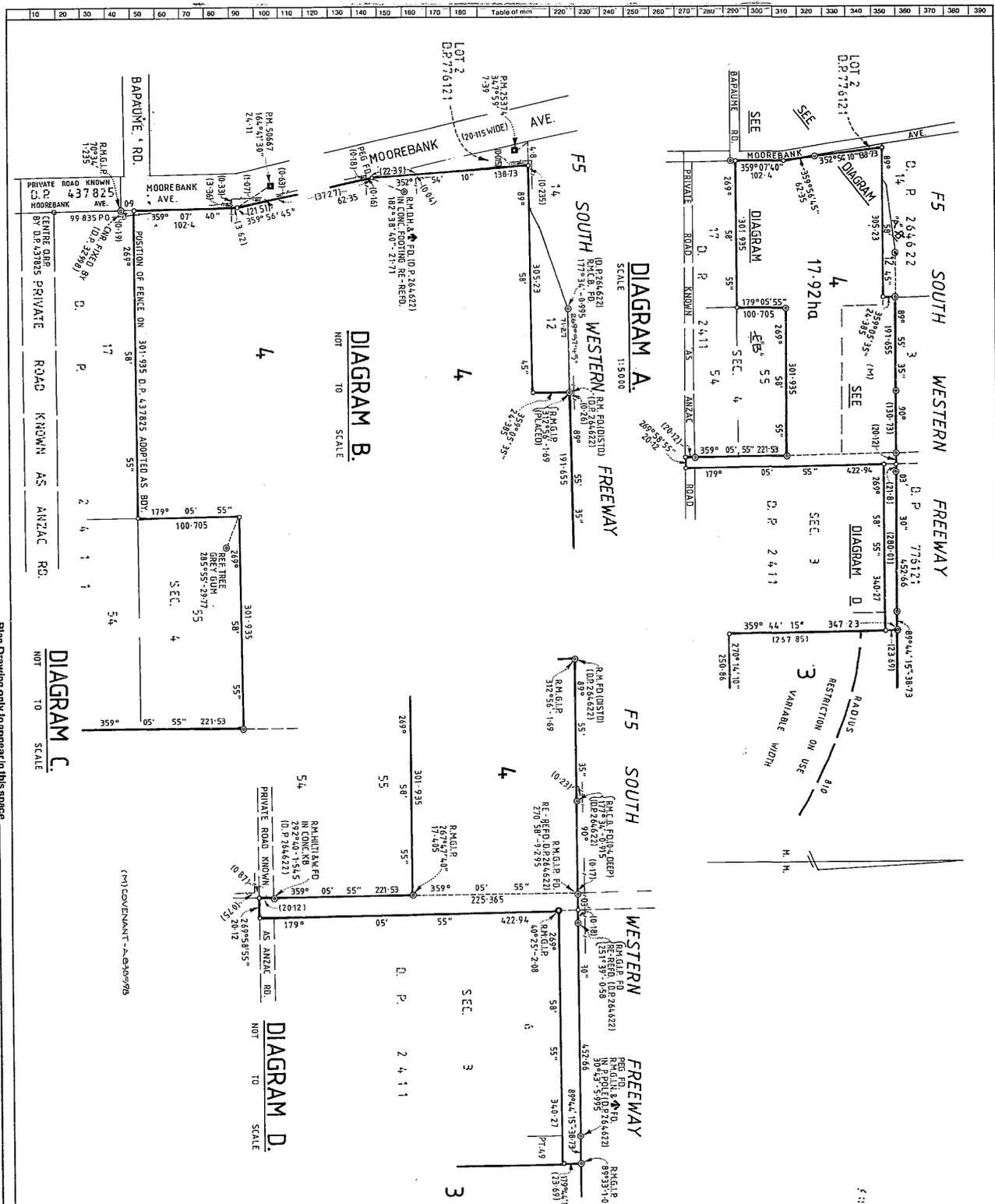
Signed for and on behalf of THE COMMONWEALTH OF AUSTRALIA by a delegate of the Attorney General (Position No. 705) in the presence of
[Signature]
An Officer of the Attorney General's Department

REGISTERED  13-12-1988

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15th December, 1988

10 20 30 40 50 60 70 Table of mm 110 120 130 140





D. P. 802712

Registered: 1/10/1990

Final Plan 2 of 3
 Final Plan 3 of 3
 Final Plan 4 of 3
 Final Plan 5 of 3
 Final Plan 6 of 3
 Final Plan 7 of 3
 Final Plan 8 of 3
 Final Plan 9 of 3
 Final Plan 10 of 3
 Final Plan 11 of 3
 Final Plan 12 of 3
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 Final Plan 14 of 3
 Final Plan 15 of 3
 Final Plan 16 of 3
 Final Plan 17 of 3
 Final Plan 18 of 3
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 Final Plan 36 of 3
 Final Plan 37 of 3
 Final Plan 38 of 3
 Final Plan 39 of 3
 Final Plan 40 of 3

Scale: 1:5000 AS SHOWN

Production Date: 18th October, 1990



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Plan Drawing only to appear in this space

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HOLSWORTHY

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

(Sheet 1 of 5 Sheets)

Lengths are in metres

Plan: *DP 802712*

PART 1

Subdivision covered by Council Clerk's Certificate No.

Plan of Subdivision of Lot 2 in DP 57500 and Lot 2 in DP 786192 Lot 1 in DP 77612 and pt Land and Closed Roads Acquired by the Commonwealth Government Gazette No. 16 on 7.3.1913 and No. 13 on 2.9.1937.

Commonwealth of Australia

Full Name and Address of the Registered Proprietor of the Land

1. Identity of Easement firstly referred to in abovementioned plan

Easement for Sewerage purposes and Sewage pumping station variable width.

Schedule of Lots affected

Authority Benefitted

Commonwealth of Australia

2. Identity of Easement secondly referred to in abovementioned plan

Easement for Power Line 6.0 wide.

Schedule of Lots affected

Authority Benefitted

Commonwealth of Australia

3. Identity of Easement thirdly referred to in abovementioned plan

Easement for Sewerage Purposes 5.0 wide & variable width.

Schedule of Lots affected

Authority Benefitted

Commonwealth of Australia

4. Identity of Easement fourthly referred to in abovementioned plan

Right of Carriageway 20.12 wide & variable width.

ST Thomas
CMW

REGISTERED *16-10-1990*

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

(Sheet 2 of 5 Sheets)

Lengths are in metres

Plan: *DP 802712*

Subdivision covered by Council Clerk's Certificate No.

Part of land in C.T. Volume 3788 Folio 87 being lots 10-15 and 40-45 in Deposited Plan 2411.

5. Identity of Restrictions firstly referred to in abovementioned plan

Restrictions on the Use of Land

Schedule of Lots affected

Lot Benefitted

Part of land in C.T. Volume 3788 Folio 87 being lots 10-15 and 40-45 in Deposited Plan 2411.

PART 2

1. Terms of Easement firstly referred to in the abovementioned plan.

FULL AND FREE RIGHT for every authority which is indicated as the authority benefitted and every person authorised by it from time to time to lay down install construct and place repair renew inspect cleanse maintain remove and use a sewage pumping station and sewerage pipes in on and through the land herein indicated as the land burdened **AND ALSO** the free and uninterrupted passage of water and sewerage through the land burdened **PROVIDED THAT** the said sewage or pumping station and sewerage pipes shall be laid placed installed or constructed in such a way as to cause as little interference as possible with the land burdened **TOGETHER WITH THE FULL AND FREE RIGHT** for every such authority and any person authorised by it with any tools implements or machinery necessary for the purpose to enter upon the land burdened and to remain there for any reasonable time for the purpose of laying installing constructing or placing repairing renewing inspecting cleansing maintaining or removing **PROVIDED THAT** such authority or persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the land burdened and will restore that surface as nearly as practicable to its original condition **AND FURTHER** if any damage or injury be done or other interference be caused to any part of the land burdened by such authority or persons authorised by it during the performance of any of the aforesaid acts or things or if any damage injury or interference will be repaired treated or rectified without delay by such authority at its cost.

ST Thomas
CMW

REGISTERED *16-10-1990*

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

(Sheet 3 of 5 Sheets)

Lengths are in metres
Subdivision covered by Council Clerk Certificate No.
Plan: *DP 802712*

2. Terms of Easement secondly referred to in the abovementioned plan.
FULL AND FREE RIGHT for every authority which is indicated as the authority benefited and every person authorised by it from time to time to lay down install construct and place repair renew inspect cleanse maintain remove and use overhead electrical cables in through and above the land herein indicated as the land burdened AND ALSO the free and uninterrupted passage of electricity through such electrical cables and through the land burdened PROVIDED THAT the said electrical cables shall be laid placed or installed in such a way as to cause as little interference as possible with the land burdened TOGETHER WITH THE FULL AND FREE RIGHT for every such authority and any person authorised by it with any tools implements or machinery necessary for the purpose to enter upon the land burdened and to remain there for any reasonable time for the purpose of laying installing instructing or removing such electrical cables or any part thereof PROVIDED THAT such authority or persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the land burdened and will restore the surface as nearly as practicable to its original condition AND FURTHER if any damage or injury be done or other interference be caused to any part of the land burdened by such authority or persons authorised by it during the performance of any of the aforesaid acts or things the damage injury or interference will be repaired treated or rectified without delay by such authority at its cost.

3. Terms of Easement thirdly referred to in the abovementioned plan.

FULL AND FREE RIGHT for every authority which is indicated as the authority benefited and every person authorised by it from time to time to lay down install construct and place repair renew inspect cleanse maintain remove and use sewerage pipes in and through the land herein indicated as the land burdened AND ALSO the free and uninterrupted passage of water and sewage through such pipes and through the land burdened PROVIDED THAT the said sewerage pipes shall be laid placed or installed in such a way as to cause as little interference as possible with the land burdened TOGETHER WITH THE FULL AND FREE RIGHT for every such authority and any person authorised by it with any tools implements or machinery necessary for the purpose to enter upon the land burdened and to remain there for any reasonable time for the purpose of laying installing instructing or removing such sewerage pipes or any part thereof PROVIDED THAT such person or persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the land burdened and will restore the surface as nearly as practicable to its original condition AND FURTHER if any damage or injury be done or other interference be caused to any part of the land burdened by such authority or persons authorised by it during the performance of any of the aforesaid acts or things the damage injury or interference will be repaired treated or rectified without delay by such authority at its cost.

S. S. Stone
Sp. Stone
REGISTERED 15/10/1990

10	20	30	40	50	60	70	Table of mm	110	120	130	140
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

(Sheet 4 of 5 Sheets)

Lengths are in metres
Subdivision covered by Council Clerk Certificate No.
Plan: *DP 802712*

4. Terms of Easement fourthly referred to in the abovementioned plan.
Right of Carriageway 20.12 wide and variable width the meaning of Section 181A of the Conveyancing Act 191 (Schedule 8 Part 1).
5. Terms of Restrictions on Use of Land fifthly referred to in the abovementioned plan.
The following shall not be permitted on the land burdened which is noted on the said plan:
(a) Large facilities of special construction or importance:
(1) Large factories of vulnerable construction.
(2) Multi-story office or apartment buildings of vulnerable construction.
(3) Public buildings and edifices of major value.
(4) Large educational facilities of vulnerable construction.
(5) Large hospitals and hospital facilities.
(6) Public works (eg bridges, dykes, locks, dams, etc), damage to which will cause considerable disadvantage for the general public.
(7) Major traffic terminals (eg railway stations, airports, etc).
(8) Public utilities (gas, water and electricity works).
(b) Large facilities used for mass-meetings and of vulnerable construction:
(1) Assembly halls and fairs.
(2) Exhibition areas.
(3) Sports stadiums.
(c) Built-up areas which are both large and densely developed.
The words "vulnerable construction" refer to buildings of three main types as follows:
a. TYPE 1. A building of Curtain Wall Construction which has four storeys or more and is constructed with external non load-bearing panels on separate sub-frame which is supported off the structural frame or floors for the full height of the building. Where these cladding panels are large (greater than 1,500 mm square) and constructed of glass or similar lightweight fragile material, which is liable to shatter producing fragments or be displaced under

S. S. Stone
Sp. Stone
REGISTERED 15/10/1990

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

(Sheet 5 of 5 Sheets)

Lengths are in metres

Plan: *0/802712*

Subdivision covered by Council Clerk
Certificate No.

effect of lateral explosive blast loads greater than the designed
windforces, the curtain walling would be considered a hazard to
personnel both inside and outside the building because of flying
fragments or falling panels.

b. Type 2. A building of laxely Glass Construction which has four
storeys or more and has more than 50% of its wall areas glazed.

c. Type 3. Any large building which employs non load-bearing cladding
panels, e.g. glass covered market gardens or warehouse type retail
stores in which the explosion effects may depend on such factors as;

1. The weight per unit area and frangibility of the cladding material.
2. The detailed design of the frame structure including stiffening partitions.
3. The use to which the building is dedicated.
4. The local population inside and outside the building.

Full name and address of
the Proprietors of the Land

The Commonwealth of Australia
c/- The State Manager
Australian Property Group
Department of Administrative
Services
Level 18 Tower B
Zenith Centre
81 Pacific Highway
CHAMSWOOD NSW 2057

Name of persons empowered to release vary or modify these Restrictions.
THE COMMONWEALTH OF AUSTRALIA

Signed for and on behalf of THE COMMONWEALTH
OF AUSTRALIA by a delegate of the Attorney-
General:
Principal Legal Officer (Position No. 1056) *ST Brown*
in the presence of:
Stewart
An Officer of the Attorney-General's Department

REGISTERED *16-10-1990*

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, 18th October, 1990

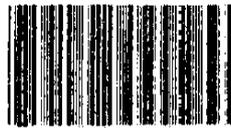


97-11R



REQUEST

Real Property Act 1900



U
673280 G

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

Office of State Revenue use only

D

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

Folio Identifier 6275/834353

6275/834353

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

(D) **LODGED BY**

L.T.O. Box	Name, Address or DX and Telephone	Dealing Code
115F	COLIN BIGGERS & PAISLEY 11/140 Phillip Street, Sydney Tel: 221-2022 REFERENCE (max 15 characters): SHF:LMK: 940078	R

(E) **APPLICANT**

DEFENCE HOUSING AUTHORITY of 2 Brisbane Place, Barton ACT

(F) **REQUEST**

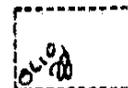
Application to Record
EXTINGUISHMENT OF RESTRICTION AS TO USER AND POSITIVE COVENANT

Section 89(8) Conveyancing Act 1919

REGISTERED NUMBER OF RESTRICTION ON THE USE OF LAND DP833832

I, the applicant, in regard to the above Land request the Registrar General to delete the restriction as to user and the Positive Covenant firstly, and secondly referred to in the Deposited Plan 833832 and the 88B Instrument attached thereto.

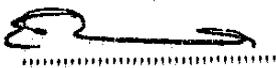
CHECKED BY (office use only)



(G)

STANDARD EXECUTION

DATE 30.9.94



Signature of witness

ELIZABETH ROWLE

Name of Witness (BLOCK LETTERS)

1 KOOKAQUA ST INVERCLEN

Address of Witness

~~Signed for and on behalf of Defence Housing Authority
by Kingsley Wayne Prior its duly constituted Attorney
who declares that he has no knowledge of the revocation
Power of Attorney Registered Book 3844 No. 898 dated 3
July, 1991 under the Authority of which he has
executed this instrument.~~

Signed for and on behalf of the Defence
Housing Authority by G. P. BAUER its duly
constituted attorney who declares that he has no
knowledge of the revocation of Power of
Attorney Book 3852 No. 206 dated 15.11.91
under the Authority of which he has executed
this instrument.

Garry P. Bauer
28/9/94

EXECUTION INCLUDING STATUTORY DECLARATION

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

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address of Witness

Signature of Applicant

100150

FILM WITH

U673280

R

DEALING TYPE(S)

DEALING No.(s)

SURVEY TITLES REQUIRED

In order for registration subject to the following qualifications:

1. For Investigation and dissection.
LEG 99. REC 15
5/10/94

2. Request may be complied with by noting the title that
(i) Restriction on use is waived
(ii) Positive covenant is cancelled.
OL30 CR LEG 10
7.10.92

TORRENS TITLE REQUIRED

6275/834353

CONNECTED NUMBERS

TABLE No.

OL10.

RETAIN

LEADING NUMBER

U673280

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

SIGNED FOR AND ON BEHALF OF THE DEFENCE HOUSING AUTHORITY BY **KIMBLEY MAYNIE THORP** ITS ONLY CONSTITUTED ATTORNEY WHO DECLARES THAT HE HAS NO KNOWLEDGE OF THE REVOCATION OF POWER OF ATTORNEY REGISTERED BOOK 3844/No. 8788 DATED 3 JULY 1991 UNDER AUTHORITY OF WHICH HE HAS EXECUTED THIS INSTRUMENT.

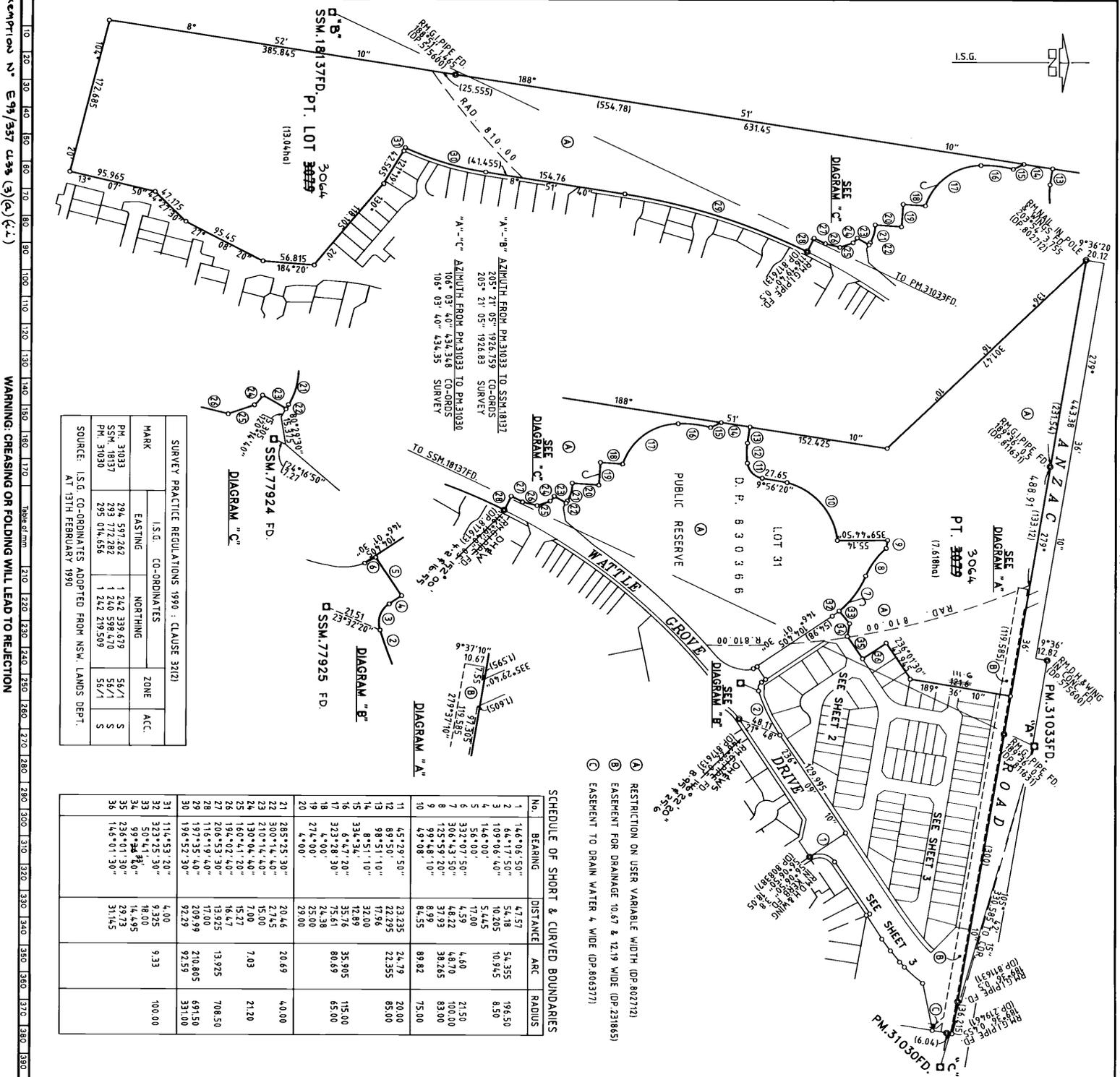
SIGNED *[Signature]*
WITNESSED *[Signature]*

Crown Lands Office Approval
Land Officer: *[Signature]*
Folio No. *[Blank]*
Page *[Blank]*

Council Clerk's Certificate
I hereby certify that -
(a) the requirements of the Local Government Act, 1978 (other than the requirements of Part 3 Division 2 of the Water Board Act (Incorporation Act 1981))
(b) the requirements of Part 3 Division 2 of the Water Board Act (Incorporation Act 1981)
have been complied with by the applicant in relation to the proposed subdivision of the land shown on the plan.

Subdivision No. **24-9-1993**
Original File No. **5X816 573**

PLAN AMENDED IN L.T.O. AT SURVEYORS REQUEST VIDE 1994M666 (43) 25-2-1994



SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	RADIUS
1	146°06'59"	47.57	54.355	196.50
2	64°17'50"	54.18	10,205	8.50
3	109°06'40"	10,205	10,945	
4	146°00'00"	5.445		
5	56°00'00"	17.00		
6	332°07'50"	4.59	4.40	21.50
7	306°43'50"	4.822	4.870	100.00
8	125°59'20"	37.93	38.265	83.00
9	99°48'10"	8.99	8.92	75.00
10	47°08'10"	84.55	89.82	
11	45°29'50"	23.235	24.79	20.00
12	89°50'10"	22.295	22.355	65.00
13	88°51'10"	17.96		
14	8°51'10"	12.89		
15	334°34'10"	12.89	35.905	115.00
16	6°47'20"	35.76	80.69	65.00
17	323°28'30"	75.61	24.38	
18	4°00'00"	25.00		
19	274°00'00"	29.00		
20	4°00'00"	29.00		
21	285°25'30"	20.44	20.69	40.00
22	300°14'40"	2.745		
23	210°14'40"	15.00		
24	130°04'40"	7.00	7.03	21.20
25	160°41'20"	15.27		
26	196°02'40"	16.47		
27	206°53'30"	13.925	13.925	708.50
28	116°19'40"	17.00		
29	197°35'40"	209.99	210.805	691.50
30	196°52'30"	92.29	92.59	331.00
31	114°53'20"	4.00		
32	325°45'30"	9.925	9.33	100.00
33	89°28'10"	10.005		
34	236°01'30"	29.72		
36	146°01'30"	31.145		

SURVEY PRACTICE REGULATIONS 1990 : CLAUSE 3(2)(2)

MARK	I.S.G. CO-ORDINATES	ZONE	ACC.
PM 31033	294 537 242	NORTHING	S
PM 31037	294 727 228	NORTHING	S
PM 31030	295 014 656	EASTING	S

SOURCE: I.S.G. CO-ORDINATES ADOPTED FROM NSW LANDS DEPT. AT 13TH FEBRUARY 1990

PLAN AMENDED IN L.T.O. AT SURVEYORS REQUEST VIDE 1994M666 (43) 25-2-1994

DP 833832 Registered: 28-9-1993
CA: 1993/165 OF 24-9-1993
Title System: TORRENS
Purpose: SUBDIVISION
Plan: U 9137-5
Last Plan: DP 830366

PLAN OF SUBDIVISION OF LOT 30 IN D.P.830366

Lengths are in metres. Reduction Ratio 1: 3000

WATTLE GROVE
City: LIVERPOOL
Locality: WATTLE GROVE
Parish: HOLSWORTHY
County: CUMBERLAND

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

I, **JOHN NELSON PETERSEN**, Surveyor registered under the Surveyors Act 1938, of **WHELMAN DX 288 SYDNEY**, certify that the survey represented in this plan is accurate, has been made in accordance with the Survey Practice Regulation 1990 and was completed on 12.11.1993.

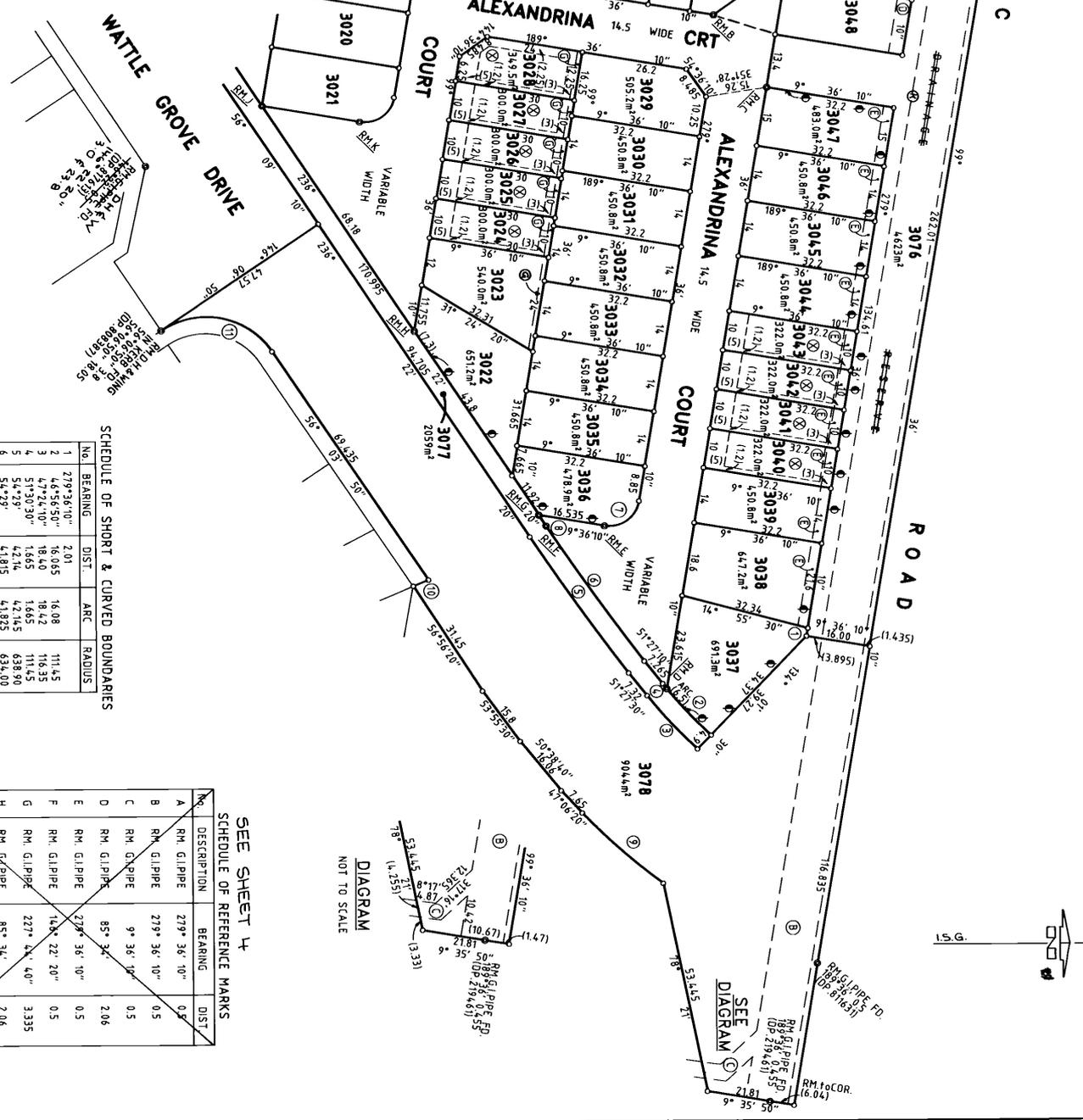
Plans used in preparation of survey/completion:
D.P.830366
D.P.818947
D.P.875600
D.P.817613
D.P.808387

PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

IT IS INTENDED TO DEDICATE DELFIN DRIVE 18 WIDE AND VARIABLE WIDTH ELLIDON COURT 14.5 WIDE AND VARIABLE WIDTH YARVILLE MOUNTAIN 7.0 WIDE AND VARIABLE WIDTH AND COVARIABLE WIDTH AND ALEXANDRIA COURT 10 & 14.5 WIDE & VARIABLE WIDTH AS PUBLIC ROAD.

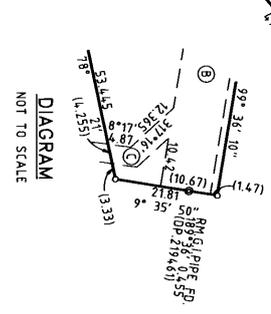
IT IS INTENDED TO CREATE LOT 3077 AS PUBLIC RESERVE AND LOT 3078 AS EASEMENT PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT. IT IS INTENDED TO CREATE:
1. RESTRICTION AS TO USER
2. PUBLIC POSITIVE COVENANT
(CONTINUED SHEET 2)

- ⓐ EASEMENT FOR DRAINAGE 10.67 & 12.19 WIDE (DP 2318651)
- ⓑ EASEMENT TO DRAIN WATER 4 WIDE (DP 8063771)
- ⓒ EASEMENT TO DRAIN WATER 3.5 WIDE
- ⓓ EASEMENT TO DRAIN WATER 3.5 WIDE
- ⓔ EASEMENT TO DRAIN WATER 2.5 WIDE
- ⓕ EASEMENT TO DRAIN WATER 1.2 WIDE
- ⓖ RESTRICTION AS TO USER
- ⓗ EASEMENT TO DRAIN WATER 16 AND 13.4 WIDE



SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	DIST.	ARC	RADIUS
1	279°34'40"	2.01	16.08	111.45
2	4°26'50"	18.05	18.42	116.35
3	47°24'10"	18.40	16.65	111.45
4	51°30'30"	14.65	14.24	111.45
5	54°29'	14.815	14.825	638.90
6	54°29'	10.605	11.78	634.00
7	14.6°36'10"	3.295	1.78	7.50
8	236°22'20"	3.295	28.845	14.765
9	4°4'30"	28.81	28.845	14.765
10	157°03'50"	4.075	28.295	
11	11°05'20"	28.295	31.42	20.02



SIGNED FOR AND ON BEHALF OF THE DEFENCE HOUSING AUTHORITY BY KIMBLEY, LAWYER, 110/... ITS DULY CONSTITUTED ATTORNEY WHO DECLARES THAT HE HAS NO KNOWLEDGE OF THE REVOCATION OF POWER OF ATTORNEY REGISTERED BOOK 3044 No. 696 DATED 3 JULY 1991 UNDER AUTHORITY OF WHICH HE HAS EXECUTED THIS INSTRUMENT. SIGNED [Signature] WITNESSED [Signature]

For use where space is insufficient in any panel on Plan Form 2
 Registered: [Signature] 28-9-1993
 This is sheet 3 of the plan of 1993/165 sheet covered by my certificate of title No. 24-9-1993
 Supervisor registered under Surveyors Act 1989
 Council Clerk

Plan Drawing only to appear in this space
 SURVEYOR'S REFERENCE: 3078/ST 3
 Reduction Ratio: 1:800

REVISED SCHEDULE OF REFERENCE MARKS
 FROM SHEET 2

R.M.	DESCRIPTION	BEARING	DISTANCE
RMA	D.H. & WING	9°36'10"	5.1 & 12.6
RMB	D.H. & WING	279°36'10"	4.9 & 12.2
RMC	D.H. & WING	279°36'10"	3.95 & 10.5
RMD	D.H. & WING	279°36'10"	6.6 & 17.3
RME	D.H. & WING	349°05'30"	9.645
RMF	D.H. & WING	204°33'50"	25.565
RMG	D.H. & WING	85°34'00"	9.05 & 33.3
RMH	D.H. & WING	11°14'15"	24.185
RMI	D.H. & WING	48°27'35"	38.6
RMJ	D.H. & WING	236°01'30"	3.4 & 13.95
RMK	D.H. & WING	226°01'30"	3.75 & 16.05
RML	D.H. & WING	326°01'30"	3.8 & 10.5
RMM	D.H. & WING	28°01'30"	3.7 & 10.6
RMN	D.H. & WING	58°01'30"	4.0 & 10.8
RMO	D.H. & WING	9°36'10"	4.7 & 20.3
RMP	D.H. & WING	236°01'30"	3.9 & 21.1
RMQ	D.H. & WING	326°01'30"	4.1 & 11.8
RMR	D.H. & WING	9°36'10"	3.8 & 10.5
RMS	D.H. & WING	279°36'10"	3.9 & 10.6
RMT	D.H. & WING	279°36'10"	3.5 & 10.9
RMU	D.H. & WING	189°36'10"	2.0 & 8.1
RMV	D.H. & WING	338°46'40"	5.4 & 23.6
RMW	D.H. & WING	225°00'00"	3.3 & 9.7

REVISED SCHEDULE OF REFERENCE MARKS
 FROM SHEET 3

R.M.	DESCRIPTION	BEARING	DISTANCE
RMA	D.H. & WING	279°36'10"	3.95 & 10.5
RMB	D.H. & WING	279°36'10"	4.9 & 12.2
RMC	D.H. & WING	9°36'10"	5.1 & 12.6
RMD	D.H. & WING	85°34'00"	21.5 & 44.5
RME	D.H. & WING	189°36'10"	9.3 & 18.1
RMF	G.I. PIPE	146°22'20"	0.5
RMG	G.I. PIPE	227°44'40"	3.335
RMH	D.H. & WING	85°34'00"	9.1 & 31.4
RMI	D.H. & WING	204°33'50"	25.565
RMJ	D.H. & WING	349°05'30"	9.645
RMK	D.H. & WING	279°36'10"	6.6 & 17.3

D.P. 833832

Registered:

This is sheet 4 of my plan in 4 sheets
 dated 17.2.94

Surveyor Registered under Surveyors Act 1939
[Signature]

This is sheet of the plan of
 shown covered by my Certificate No. of
 Council Clerk

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

Reduction Ratio 1: -

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 3026/ST3

INSTRUMENT SETTING OUT TERMS OF EASEMENTS RESTRICTIONS AS TO USER AND POSITIVE COVENANTS
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT 1919
Lengths are in metres (Sheet 1 of 6 sheets)

Plan DP 833832

PART 1
Subdivision covered by Council Clerk's
Certificate No. 1993 of 24-9-1993
1993 comprised in Folio Identifier
30/830386

Full name and address of proprietor of the land:
Defence Housing Authority ("DHA"), a statutory corporation of 2 Brisbane Place, Barton, Australian Capital Territory

1. Identity of restriction firstly referred to in above-mentioned plan.
Restriction as to user

Lots burdened
Lots 3001 to 3075 inclusive
Lots benefited
Every other lot except for lots 3076, 3077, 3078 and ~~3079~~ *3079*

2. Identity of positive covenant secondly referred to in above-mentioned plan.
Public positive covenant.

Lots burdened
Lots 3001 to 3075 inclusive
Schedule of Lots Affected
Name of Authority benefited
Defence Housing Authority

3. Identity of restriction thirdly referred to in above-mentioned plan.
Restriction as to user.

Lots burdened
Lots 3008 to 3012 inclusive, lots 3024 to 3028 inclusive, 3040 to 3043 inclusive, 3049 to 3055 inclusive, 3065 to 3068 inclusive and 3070 to 3075 inclusive
Schedule of Lots Affected
Lots benefited
Every other lot except for lots 3076, 3077, 3078 and ~~3079~~ *3079*

4. Identity of restriction fourthly referred to in above-mentioned plan.
Restriction as to user.

Lots burdened
Lots 3004 to 3006 inclusive, 3021, 3022 and 3036 to 3057 inclusive
Schedule of Lots Affected
Lots benefited
Every other lot except for lots 3076, 3077, 3078 and ~~3079~~ *3079*



S. W. [Signature]

INSTRUMENT SETTING OUT TERMS OF EASEMENTS RESTRICTIONS AS TO USER AND POSITIVE COVENANTS
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT 1919
Lengths are in metres (Sheet 2 of 6 sheets)

Plan: DP 833832

Subdivision covered by Council Clerk's
Certificate No. 1993 of 24-9-1993
1993 comprised in Folio Identifier
30/830386

5. Identity of restriction fifthly referred to in above-mentioned plan.
Restriction as to user.

Lot burdened
Lots 3001 and 3004
Schedule of Lots Affected
Lots benefited
Every other lot except for lots 3076, 3077, 3078 and ~~3079~~ *3079*

6. Identity of easement sixthly referred to in above-mentioned plan.
Easement to drain water 1.2 wide

Lots burdened
Lot 3001
Lot 3002
Lot 3003
Lot 3004
Lot 3023
Lot 3024
Lot 3025
Lot 3026
Lot 3027
Lot 3028
Schedule of Lots Affected
Lots benefited
Lots 3002 to 3004 inclusive
Lots 3003 and 3004
Lot 3004
Lots 3022
Lots 3022 and 3023
Lots 3022 to 3024 inclusive
Lots 3022 to 3025 inclusive
Lots 3022 to 3026 inclusive
Lots 3022 to 3027 inclusive

7. Identity of easement seventhly referred to in above-mentioned plan.
Easement to drain water 2.0 wide

Lots burdened
Lot 3065
Lot 3066
Lot 3067
Lot 3068
Lot 3069
Schedule of Lots Affected
Lots benefited
Lot 3066 to 3069 inclusive
Lot 3067 to 3069 inclusive
Lot 3068 and 3069
Lot 3069

8. Identity of easement eighthly referred to in above-mentioned plan.
Easement to drain water 2.4 wide

Lots burdened
Lot 3013
Schedule of Lots Affected
Lots benefited
Lots 3006, 3007, 3015 and 3016



S. W. [Signature]

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS AS TO USER, AND POSITIVE COVENANTS
INTENDED TO BE CREATED PURSUANT TO SECTION 89B, CONVEYANCING ACT 1919
Lengths are in metres (Sheet 3 of 6 sheets)

Plan:
DP 833832
Subdivision covered by Council Clerk's
Certificate No. 105 of 24-9-1993
1993 comprised in Folio Identifier
30/830366

9. Identity of easement namely
referred to in above-mentioned plan
Basement to drain water 2.5 wide

Schedule of lots affected
Lots benefited

- Lot 3038
- Lot 3039
- Lot 3040
- Lot 3041
- Lot 3042
- Lot 3043
- Lot 3044
- Lot 3045
- Lot 3046
- Lot 3047

10. Identity of easement namely
referred to in above-mentioned plan
Basement to drain water 2.6 wide

Schedule of lots affected
Lots benefited

- Lot 3015
- Lot 3016
- Lot 3017
- Lot 3018
- Lot 3019

11. Identity of easement namely
referred to in above-mentioned plan
Basement to drain water 3.5 wide

Schedule of lots affected
Lots benefited

- Lot 3048
- Lot 3049
- Lot 3050
- Lot 3051
- Lot 3052
- Lot 3053
- Lot 3054
- Lot 3055
- Lot 3056
- Lot 3057

12. Identity of easement namely
referred to in above-mentioned plan
Basement to drain water 16 and 13.4 wide

Schedule of lots affected
Name of Authority benefited

Lot 3076
The Council of the City of Liverpool



[Handwritten signature]

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS AS TO USER, AND POSITIVE COVENANTS
INTENDED TO BE CREATED PURSUANT TO SECTION 89B, CONVEYANCING ACT 1919
Lengths are in metres (Sheet 4 of 6 sheets)

Plan:
DP 833832
Subdivision covered by Council Clerk's
Certificate No. 105 of 24-9-1993
1993 comprised in Folio Identifier
30/830366

PART 2

1. Terms of restriction as to user firstly referred to in above-mentioned plan.

(a) The lot hereby burdened shall not be used for any purpose nor shall any part of the lot hereby burdened be used for any purpose unless such use shall be a use permitted by the planning regulations from time to time in force affecting the lot hereby burdened as being permitted (either unconditionally or subject to consent of the local Council or other consent Authority as defined by the Environmental Planning and Assessment Act 1979 of New South Wales) in an area zoned as a residential zone.

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

(c) (1) No building or structure (including a fence or wall of any nature whatsoever) shall be erected or made on in or over the lot hereby burdened or any part thereof unless sketch plans and a schedule of materials sufficient to outline the building or structure have received the prior written approval of DHA.

(11) No site-works (including fencing any excavation filling or retaining walls) shall be erected made or carried out on or about the lot hereby burdened or any part thereof unless sketch plans sufficient to outline the works have received the prior written approval of DHA.

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

(11V) No external flood lights or spotlights or any lights illuminating any pool or tennis court or other similar enclosure shall be erected on the lot hereby burdened or any part thereof without the prior written approval of DHA.

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

(d) The lot hereby burdened will not be subdivided other than whilst DHA shall be the registered proprietor thereof.

(e) (1) The registered proprietor other than whilst DHA shall be the registered proprietor shall not lease or transfer the lot hereby burdened before the expiration of twenty (20) years from the date hereof unless a dwelling approved by DHA in accordance with paragraph (c) hereof has been completed upon the lot hereby burdened.

(11) Sub-paragraph (1) shall not apply in the case of a transfer of the lot hereby burdened from the executor of the will or the administrator of the estate of the registered proprietor to a person entitled to the lot hereby burdened under the will or upon the intestacy of the registered proprietor.

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



[Handwritten signature]

INSTRUMENT SETTING OUT TERMS OF EASEMENTS RESTRICTIONS AS TO USER AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT 1919
Lengths are in metres (Sheet 5 of 6 sheets)

Plan: DP 833832
Subdivision covered by Council Clerk's Certificate No. 105 of 24-9-1993
1993 completed in Folio Identifier 30/830366

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

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

3. Terms of restriction as to user thirdly referred to in abovementioned plan

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

- (a) the building shall not have more than one storey;
- (b) the building shall not be located on the Lot Hereby Burdened other than within the part of the Lot Hereby Burdened which is marked "X";
- (c) there shall remain on the Lot Hereby Burdened an area of open space which:
 - (i) has a minimum area of 80 square metres and a minimum dimension of 2.5 metres (when measured approximately parallel to either the front or one of the side boundaries of the Lot Hereby Burdened); and
 - (ii) includes an area of not less than 24 square metres which is directly accessed from one of the building's living areas and is capable of being an extension to such living area

PROVIDED THAT this restriction as to user shall not apply to the extent that

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

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

4. Terms of restriction as to user fourthly referred to in abovementioned plan

The registered proprietor shall not remove, damage, destroy or permit to fall into disrepair the 1.8 metre high brushwood fence or any part thereof now erected upon that part of the Lot Hereby Burdened which is marked on the abovementioned plan as the location of this restriction as to user without the prior written consent of the Council of the City of Liverpool.

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

INSTRUMENT SETTING OUT TERMS OF EASEMENTS RESTRICTIONS AS TO USER AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT 1919
Lengths are in metres (Sheet 6 of 6 sheets)

Plan: DP 833832
Subdivision covered by Council Clerk's Certificate No. 105 of 24-9-1993
1993 completed in Folio Identifier 30/830366

5. Terms of restriction as to user fifthly referred to in abovementioned plan

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

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

The Council of the City of Liverpool.

In this instrument:

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

THE COMMON SEAL OF DEFENCE () HOUSING AUTHORITY was affixed)
hereo by direction of the)
Authority in the presence of:)
.....)
.....)

Signed for and on behalf of DEFENCE HOUSING AUTHORITY by KINGSLEY WARNE PRIOR its duly constituted Attorney who declares that he has no knowledge of the revocation of Power of Attorney Registered Book 324d He. 828 dated 3 July 1991 under the Authority of which he has executed this instrument.

K. Prior

Witnessed: *S. Calquhoun*
G.A. Calquhoun

LAK 888, 3A: (5).

REGISTERED *DP 833832*

S. Calquhoun

LAK 888, 3A: (6).

REGISTERED *DP 833832*

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

Ref.: 180043:63462
Ppty: 48175

Cert. No.: 5538

Applicant:
INFOTRACK PTY LIMITED
GPO BOX 4029
SYDNEY NSW 2001

Receipt No.: 3905373
Receipt Amt.: 53.00
Date: 12-Apr-2018

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

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

Legal Description: LOT 7106 DP 844334

Street Address: 6 BANYULE COURT, WATTLE GROVE NSW 2173

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

Note: Commonly Used Abbreviations:

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

1. Names of relevant planning instruments and DCPs

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

LEPs:

Liverpool LEP 2008

SEPPs*:

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

Deemed SEPPs*:

Greater Metropolitan Regional Environmental Plan No 2 – Georges River Catchment

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

Draft LEPs:

N/A

Draft SEPPs*:

Draft SEPP (Competition) 2010

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

Liverpool DCP 2008

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

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

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

R2 Low Density Residential - Liverpool LEP 2008

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

Home-based child care; Home occupations

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

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

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

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

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

No

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

No

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



No

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

No

3. Complying development

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

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

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

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

Nil

4. Coastal protection*

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

No

4A. Certain information relating to beaches and coasts*

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

No

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

Not applicable

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

Has the owner (or any previous owner) of the land consented, in writing, that the land is subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act)?

No

5. Mine subsidence*

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

No

6. Road widening and road realignment

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

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

No

(b) An EPI?

No

(c) A resolution of the council?

No

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

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

Hazard/Risk	Adopted Policy	Does this hazard/risk policy apply to the land?
Landslip hazard	Nil	No
Bushfire hazard	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	No
	Edmondson Park South DCP 2012	No
	Planning for Bushfire Protection (Rural Fire Services, 2006)*	No
	Pleasure Point Bushfire Management Plan	No
Tidal inundation	Nil	No
Subsidence	Nil	No
Acid Sulphate Soils	Liverpool LEP 2008	No
	Liverpool DCP 2008	No
Potentially Contaminated Land	Liverpool DCP 2008	Yes , see section 10 of Part 1 of the Liverpool DCP 2008
	Liverpool Growth Centre Precincts DCP*	No
Potentially Saline Soils	Liverpool DCP 2008	Yes
	Liverpool Growth Centre Precincts DCP*	No

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

7A. Flood related development controls information



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

No

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

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

No

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

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

8. Land reserved for acquisition

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

No

9. Contribution Plans

Liverpool Contributions Plan 2009

9A. Biodiversity certified land*

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

No

10. Biobanking agreements*

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

No

10A. Native vegetation clearing set asides

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



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

11. Bushfire prone land

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

No

12. Property vegetation plans*

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

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

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

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

No, Council has not been notified of an order

14. Directions under Part 3A*

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

No

15. Site compatibility certificates and conditions for seniors housing*

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

No, Council has not been notified of an order.

16. Site compatibility certificates for infrastructure*

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

No, Council has not been notified of an order

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

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

No, Council has not been notified of an order.

18. Paper subdivision information*

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

No

19. Site verification certificates*

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

No, Council is not aware of a site verification certificate

20. Loose-fill asbestos insulation *

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

No

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

21. Affected building notices and building product rectification orders*

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

No

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

No

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

No

22. Contaminated land

Is the land:



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

No

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

No

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

No

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

No

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

No

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



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

Luke West
Administration Services Coordinator
Liverpool City Council

SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF LIVERPOOL SUBURB OF WATTLE GROVE

Copy of Diagram No. 4876331

SYMBOLS AND ABBREVIATIONS

INDICATES - DRAINAGE FITTINGS

- Manhole
- Chr. Chamber
- I.H. Lamphole
- ⊕ Boundary Trap
- ⊕ Inspector Shaft
- Pit
- ⊕ G Grease Interceptor
- ⊕ Gully
- ⊗ P P. Trap
- R Reflux Valve
- ◊ Cleaning Eye
- Vert. Vertical Pipe
- IP Induct Pipe
- MF Mica Flap
- Jn. Junction
- RP Rodding Point



INDICATES PLUMBING FIXTURES AND/OR FITTINGS

- CO Clear Out
- OV Vent Pipe
- T Tubs
- K Kitchen Sink
- W Water Closet
- B Bath Waste
- H Handbasin
- BiJ Bidet
- S Shower
- DW. Dishwasher
- F Floor Waste
- M Washing Machine
- BS Bar Sink
- LS Lab Sink

INDICATES - PLUMBING ON MORE THAN ONE LEVEL

- O SV Soil Vent Pipe
- O WS Waste Stack

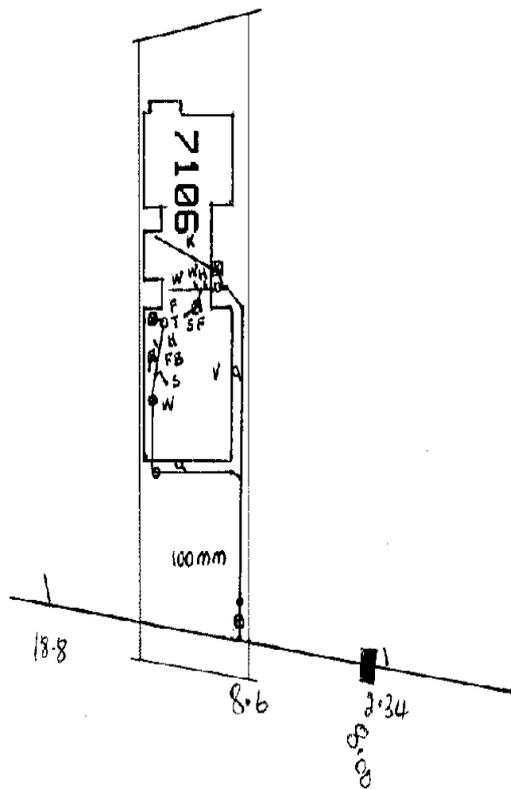
SEWER AVAILABLE

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

NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By Law 8, Clause 3).



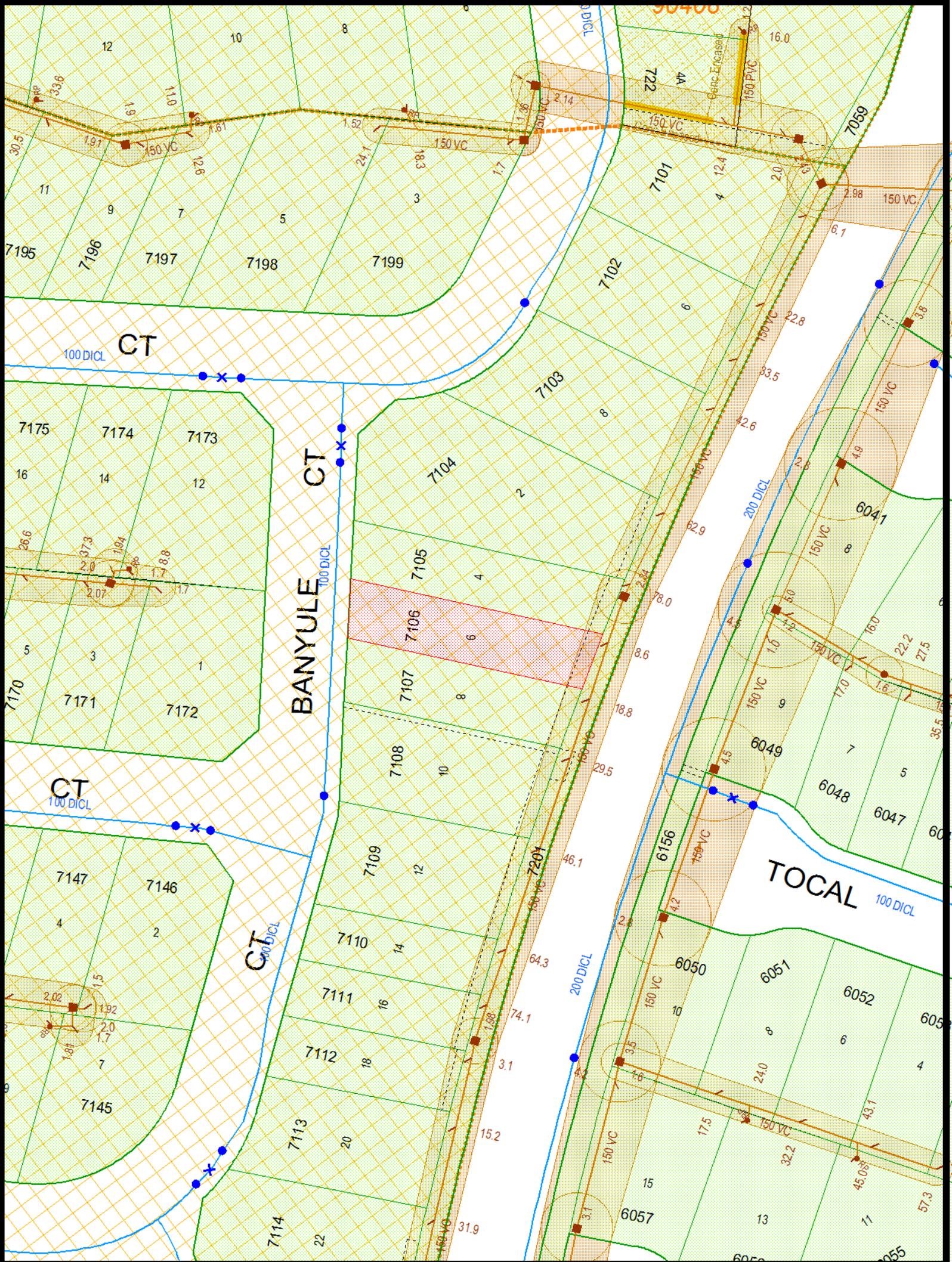
BANYULE CRT



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

W.s	DRAINAGE Inspected by	Date of Issue	PLUMBING Inspected	
	Inspector		YES	NO
Ur.s	Cert. of Compliance No.	Outfall	Inspector	
	Field Diagram Examined by		Cert. of Compliance No.	
Sewer Ref. Sheet No.	Tracing Checked by	Drainer	Plumber	
			Plumber	

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



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