

Contract for the sale and purchase of land 2019 edition

| TERM | MEANING OF TERM | NSW DAN: |
|---|---|---|
| vendor's agent | BC PROPERTY AGENTS Shop 21, 121 Yala Road BANGOR NSW 2234 | phone 1300 553 593 fax ref |
| co-agent | Not Applicable | phone fax ref |
| vendor | JEAN MOSS 14 Torumba Close, BANGOR NSW 2234 | |
| vendor's solicitor | PETER MCBRIDE LAWYERS Level 1, 4-8 Woodville Street, HURSTVILLE NSW 2220 PO BOX 410, HURSTVILLE BC NSW 1481 email: admin@mcbritelawyers.com.au | phone (02) 8058 6066 fax (02) 9585 8442 ref PMM:HK 1729 |
| date for completion | 42nd day after the contract date (clause 15) | |
| land (address, plan details and title reference) | 14 TORUMBA CLOSE, BANGOR NSW 2234 Registered Plan: Lot 39 in Deposited Plan 260121 Folio Identifier 39/260121 <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies | |
| improvements | <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other: | |
| attached copies | <input checked="" type="checkbox"/> documents in the List of Documents as marked or 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 checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> curtains | <input type="checkbox"/> dishwasher <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> other: | <input checked="" type="checkbox"/> light fittings <input type="checkbox"/> range hood <input type="checkbox"/> solar panels | <input checked="" type="checkbox"/> stove <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna |
| exclusions | Potted plants. | | | |
| purchaser | | | | |
| purchaser's <input type="checkbox"/> solicitor <input type="checkbox"/> conveyancer | email: | | phone fax ref | |
| price | \$ | | | |
| deposit | \$ | | (10% of the price, unless otherwise stated) | |
| balance | \$ | | | |
| contract date | | | | (if not stated, the date this contract was made) |

buyer's agent

vendor

witness

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

purchaser

JOINT TENANTS tenants in common in unequal shares

witness

Choices

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

Nominated Electronic Lodgment Network (ELN) (clause 30)

Electronic transaction (clause 30) no YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve within 14 days of the contract date):

Parties agree that the deposit be invested (clause 2.9) NO yes

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

Land tax is adjustable NO yes

GST: Taxable supply NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply NO yes

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

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

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of GSTRW payment:

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

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

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

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

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

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

List of Documents

| | |
|--|---|
| <p>General</p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate (Environmental Planning and Assessment Act 1979)</p> <p><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input checked="" type="checkbox"/> 9 sewerage lines location diagram (sewerage service diagram)</p> <p><input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 16 other document relevant to tenancies</p> <p><input type="checkbox"/> 17 licence benefiting the land</p> <p><input type="checkbox"/> 18 old system document</p> <p><input type="checkbox"/> 19 Crown purchase statement of account</p> <p><input type="checkbox"/> 20 building management statement</p> <p><input checked="" type="checkbox"/> 21 form of requisitions</p> <p><input type="checkbox"/> 22 <i>clearance certificate</i></p> <p><input checked="" type="checkbox"/> 23 land tax certificate</p> <p>Home Building Act 1989</p> <p><input type="checkbox"/> 24 insurance certificate</p> <p><input type="checkbox"/> 25 brochure or warning</p> <p><input type="checkbox"/> 26 evidence of alternative indemnity cover</p> <p>Swimming Pools Act 1992</p> <p><input type="checkbox"/> 27 certificate of compliance</p> <p><input type="checkbox"/> 28 evidence of registration</p> <p><input type="checkbox"/> 29 relevant occupation certificate</p> <p><input type="checkbox"/> 30 certificate of non-compliance</p> <p><input type="checkbox"/> 31 detailed reasons of non-compliance</p> | <p>Strata or community title (clause 23 of the contract)</p> <p><input type="checkbox"/> 32 property certificate for strata common property</p> <p><input type="checkbox"/> 33 plan creating strata common property</p> <p><input type="checkbox"/> 34 strata by-laws</p> <p><input type="checkbox"/> 35 strata development contract or statement</p> <p><input type="checkbox"/> 36 strata management statement</p> <p><input type="checkbox"/> 37 strata renewal proposal</p> <p><input type="checkbox"/> 38 strata renewal plan</p> <p><input type="checkbox"/> 39 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 40 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 41 plan creating neighbourhood property</p> <p><input type="checkbox"/> 42 neighbourhood development contract</p> <p><input type="checkbox"/> 43 neighbourhood management statement</p> <p><input type="checkbox"/> 44 property certificate for precinct property</p> <p><input type="checkbox"/> 45 plan creating precinct property</p> <p><input type="checkbox"/> 46 precinct development contract</p> <p><input type="checkbox"/> 47 precinct management statement</p> <p><input type="checkbox"/> 48 property certificate for community property</p> <p><input type="checkbox"/> 49 plan creating community property</p> <p><input type="checkbox"/> 50 community development contract</p> <p><input type="checkbox"/> 51 community management statement</p> <p><input type="checkbox"/> 52 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 54 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 56 information certificate under Community Land Management Act 1989</p> <p><input type="checkbox"/> 57 disclosure statement - off the plan contract</p> <p>Other</p> <p><input type="checkbox"/> 58 Other:</p> |
| <p>HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number</p> | |

CONDITIONS OF SALE BY AUCTION

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

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) Subject to subclause (2A), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".

(2A) The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

- (a) More than one vendor bid may be made to purchase the interest of a co-owner.
- (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
- (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
- (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

(3) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock:

The purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price:

- (a) if that amount can reasonably be determined immediately after the fall of the hammer – before the close of the next business day following the auction, or
- (b) if that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—
 - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
 - (b) the fifth business day after the day on which the contract was made—in any other case.
3. There is NO COOLING OFF PERIOD:
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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| <p>APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services</p> | <p>NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority</p> |
|---|--|

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

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

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

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

| | |
|------------------------------|---|
| <i>adjustment date</i> | the earlier of the giving of possession to the purchaser or completion; |
| <i>bank</i> | the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union; |
| <i>business day</i> | any day except a bank or public holiday throughout NSW on 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 solicitor, or if no vendor's solicitor is named in this contract, the buyer's agent); |
| <i>document of title</i> | document relevant to the title or the passing of title; |
| <i>FRCGW percentage</i> | the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017); |
| <i>FRCGW remittance</i> | a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ; |
| <i>GST Act</i> | A New Tax System (Goods and Services Tax) Act 1999; |
| <i>GST rate</i> | the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000); |
| <i>GSTRW payment</i> | a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>); |
| <i>GSTRW rate</i> | the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not); |
| <i>legislation</i> | an Act or a by-law, ordinance, regulation or rule made under an Act; |
| <i>normally</i> | subject to any other provision of this contract; |
| <i>party</i> | each of the vendor and the purchaser; |
| <i>property</i> | the land, the improvements, all fixtures and the inclusions, but not the exclusions; |
| <i>planning agreement</i> | a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ; |
| <i>requisition</i> | an objection, question or requisition (but the term does not include a claim); |
| <i>rescind</i> | rescind this contract from the beginning; |
| <i>serve</i> | serve in writing on the other <i>party</i> ; |
| <i>settlement cheque</i> | an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a bank and drawn on itself; or • if authorised in writing by the vendor or the vendor's solicitor, 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 served 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 22 of the Swimming Pools Regulation 2018). |

2 Deposit and other payments before completion

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

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each party tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the party who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by serving 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 serving 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 serving a notice. After the *termination* the vendor can –

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and

- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;

10.1.6 a condition, exception, reservation or restriction in a Crown grant;

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

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a party serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the parties must complete at the completion address, which is
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's solicitor's address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the parties or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the parties or their solicitors on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a party a right to *rescind*, the party can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a party exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a party can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a party can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a party will not otherwise be liable to pay the other party any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

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

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The parties must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 Normally, the purchaser cannot make a claim or requisition or rescind or terminate in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can rescind if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each party can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 normally, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each party must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must serve a proper abstract of title *within* 7 days after the contract date.
- 25.3 If an abstract of title, or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is served on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 normally, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to serve the form of transfer until after the vendor has served a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –

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

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
 - every *party* who has the benefit of the provision serving notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days of receiving an invitation from the vendor to join the Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with mortgagee details, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
- certificate of title* the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
- completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
- conveyancing rules* the rules made under s12E of the Real Property Act 1900;
- discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
- ECNL* the Electronic Conveyancing National Law (NSW);
- effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
- electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
- electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties'* *Conveyancing Transaction*;

| | |
|---------------------------------|---|
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ECNL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

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

CERTIFICATE UNDER SECTION 66W
OF THE CONVEYANCING ACT

I,

of

a Solicitor, certify as follows:-

- (a) I am a Solicitor currently admitted to practise in New South Wales.
- (b) I am giving this certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property **14 TORUMBA CLOSE, BANGOR** from the Vendor **JEAN MOSS** to the Purchaser

in order that there is no cooling off period in relation to that Contract.
- (c) I do not act for the said Vendor and am not employed in the legal practice of a solicitor acting for the said Vendor nor am I a member or employee of a firm of which a solicitor acting for the vendor is a member or employee.
- (d) I have explained to the Purchaser:
 - (i) the effect of the contract for the purchase of that property;
 - (ii) the nature of this certificate;
 - (iii) the effect of giving this to the vendor.

Dated:

.....
Solicitor

SPECIAL CONDITIONS

Special Conditions to Contract for Sale of Land made the
day of _____ 2021,
between JEAN MOSS as Vendor and

as purchaser

PROPERTY: 14 TORUMBA CLOSE, BANGOR

1. State and Condition of Property

The property is sold with all faults and defects (if any) whether patent or latent and the Purchaser acknowledges that he has acquainted himself with the state and condition of the property (including any buildings and improvements thereon) and has satisfied himself on all matters pertaining thereto.

2. Purchaser does not rely on Warranties or Representations

The Purchaser acknowledges that he does not rely upon any warranty or representation made by the Vendor or any person on behalf of the Vendor except such as are expressly provided herein but has relied entirely upon his own enquiries and inspection of the property. This present Contract comprises all of the terms of the Contract between the Vendor and the Purchaser for the sale of the property.

3. Notice to Complete

That if completion of this Contract is not effected by the completion date, then either party shall be entitled to issue a Notice to Complete requiring completion within a further period of fourteen (14) days from the date of service of such notice and in respect of that time shall be of the essence.

In the event the Vendor issues a Notice to Complete, the Purchaser shall pay to the Vendor the sum of \$250.00 to cover legal costs and other expenses incurred as a consequence of the delay, as a genuine pre-estimate of those additional expenses.

4. Penalty Interest

Notwithstanding anything herein contained, if completion does not occur on or before the completion date, as a result of the breach or default of the Purchaser, the Vendor, provided the Vendor is ready willing and able to complete on the completion date, is entitled to recover from the Purchaser as liquidated damages payable on completion:

- (a) interest on the balance purchase price at the rate of eight per cent (8%) per annum calculated at a daily rate from the completion date to the actual date of completion, to compensate the Vendor for the delay, to be added to the balance payable on completion;
- (b) the adjustment date shall be the completion date; and
- (c) the sum of Two Hundred Dollars (\$200.00) to cover legal costs and other expenses incurred as a consequence of the delay.

5. Release of Deposit

Notwithstanding anything else herein contained it is agreed between the parties that the deposit shall be released to the Vendor forthwith but only upon the following conditions:-

- 1.1. It shall only be used by the Vendor for the purpose of the payment of a deposit and payment of stamp duty upon real property intended to be purchased by him;
- 1.2. Until it is so required it may be invested by the Stakeholder in accordance with the provisions of Clause 3 hereof.
- 1.3. The Stakeholder shall not be required to invest the deposit unless both the Vendor and Purchaser advise the Stakeholder of their Tax File Number (TFN).

Vendor TFN

Purchaser TFN

It is agreed by both parties that prior to the payment of interest there shall be deducted therefrom all Government Duties and Bank fees and fees to the Stakeholder to reimburse the Stakeholder for costs and expenses on the investment, such latter amount agreed to be in the sum of \$30.00.

6. Amendments to Printed form of Contract

The Contract is amended as follows:

- (a) Clause 7.1.1 is deleted
- (b) Clause 16.8 is amended by deleting "\$10.00" and inserting in lieu thereof "\$5.00".

7. Real Estate Agent

The Purchaser warrants that the Purchaser was not introduced to the Vendor or to the property by any real estate agent except the Vendor's Agent (if any) named in this Contract and the Purchaser indemnifies the Vendor (and if more than one each of them) against any claim for commission which might be made by any agent resulting from an introduction forming a breach of such warranty. It is agreed that this indemnity shall be a continuing indemnity not merging on completion.

8. Water and Sewerage Usage Charges

The Vendor must on completion allow amounts for water and sewerage usage charges for which the relevant authority has not issued accounts. The amounts must be calculated by multiplying the number of unbilled days up to and including the adjustment date by the average charge per day for usage for the last period for which an account issued.

9. Deposit Guarantee Bond

- 1.4. The expression "Bond" in this Contract means a Deposit Guarantee Bond issued to the Vendor at the request of the Purchaser by a Guarantor (either named in this Contract or otherwise agreed between the Vendor and the Purchaser).
- 1.5. The delivery to the Vendor or the Vendor's Solicitor of a Bond which binds the Guarantor to the Vendor shall, subject to (i) and (ii) of this sub-clause, be deemed for the purposes of this Contract to be payment of the guaranteed amount at the

time of such delivery on account of the deposit to the person or persons nominated in this Contract to receive the deposit, and the following provisions shall apply:-

- 1.5.1. On completion of this contract, or at such time as may be provided for the deposit to be accounted for to the Vendor, the Purchaser shall pay the amount stipulated in the Bond to the Vendor in cash or by unendorsed bank cheque; or
- 1.5.2. If the Vendor serves on the Purchaser a notice in writing claiming to forfeit the deposit, then such service shall operate as a demand upon the Purchaser for payment forthwith of the deposit (or so much thereof as has not been paid) and upon failure of the Purchaser to pay the same within two (2) clear business days of service of such notice (time to be of the essence) the Vendor shall be entitled to demand payment from the Guarantor in accordance with the provisions of the Bond and the proceeds of the Bond will be deemed to be the deposit for the purposes of Clause 9.

10. Legislation

A reference to any legislation in this Contract includes a reference to any corresponding later legislation.

11. Requisitions on Title

Notwithstanding anything to the contrary contained in this Contract or implied at common law, the Purchaser acknowledges that its rights to raise Requisitions on Title in respect of this Contract and the property the subject of this Contract, shall be in the form annexed hereto.

12. Reduced Deposit

Notwithstanding anything else herein contained, the Vendor shall accept, on exchange of this Agreement, payment of \$ being part of the deposit. The balance of the deposit, namely \$, shall become immediately due and payable at the earlier of completion hereof or the completion date referred to on the first page of this Contract.

13. Swimming Pool

The Vendor does not warrant that the swimming pool on the property complies with the requirements imposed by the Swimming Pools Act, 1992, and the regulations prescribed under that Act. The Purchaser shall make no objection requisition or claim for compensation against the Vendor in respect of any such non-compliance and the Purchaser shall be responsible for compliance with any Notice or Order issued by the Local Council or any other authority under the said Act.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: JEAN MOSS
Purchaser:
Property: 14 TORUMBA CLOSE, BANGOR NSW 2234
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Property Securities Act 2009* (Cth)? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 and 23.5 to 23.7 (inclusive) of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

14. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
 - (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for

- all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (e) In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).
- (f) Have any actions been taken, including the issuing of any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.
- 17.
- (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
 - (b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property? If so please provide details and indicate if there are any proposals for amendment or revocation?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW)?
- Affectations/Benefits**
- 20.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?

- (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
23. If the Property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
24. (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 (b) If so, do any of the connections for such services pass through any adjoining land?
 (c) Do any service connections for any other property pass through the Property?
25. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to prevent the enjoyment of any rights appurtenant to the Property?

Capacity

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

Requisitions and transfer

27. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 7 days prior to completion.
28. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
29. If any document required for completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
30. If the vendor holds a certificate of title, it must be delivered to the purchaser immediately after completion or as directed by the purchaser, in accordance with the Contract.
31. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
32. The purchaser reserves the right to make further requisitions prior to completion.
33. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Off the plan contract

34. If the Contract is an off the plan contract:
- (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
- (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
- (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.
- (d) Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) in relation to the Property? If so, when was it made?
- (e) The vendor should provide an occupation certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all buildings or structures on the Property.



FOLIO: 39/260121

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|----------|------------|-----------|
| 31/3/2021 | 10:30 AM | 2 | 8/12/2005 |

LAND

LOT 39 IN DEPOSITED PLAN 260121
AT BANGOR
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF HOLSWORTHY COUNTY OF CUMBERLAND
TITLE DIAGRAM DP260121

FIRST SCHEDULE

JEAN MOSS (ND 7254537)

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS
- 2 NOTIFICATION IN GOV GAZ 5.11.1954, FOLIOS 3366 AND 3367; EASEMENT FOR TRANSMISSION LINE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
7404104 EASEMENT NOW VESTED IN ENERGIAUSTRALIA
- 3 NOTIFICATION IN GOV GAZ 3.4.1980 FOL 1655; EASEMENT TO DRAIN WATER (SEC 136L C L C ACT, 1913) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- * 4 NOTIFICATION IN GOVERNMENT GAZETTE DATED 3.4.1980 FOL 1655; EASEMENT TO DRAIN WATER (SECTION 136L C L C ACT, 1913) APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART OF LOT 39 SHOWN SO BURDENED IN DP260121
- 5 DP260121 RESTRICTION(S) ON THE USE OF LAND
- 6 DP260121 EASEMENT FOR SERVICES AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP260121 RIGHT OF CARRIAGEWAY AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 AB950646 EASEMENT TO DRAIN WATER AFFECTING THE SITE SHOWN AS EASEMENT TO DRAIN WATER 1 WIDE IN DP260121

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

1729 - PMM:HK - MOSS

PRINTED ON 31/3/2021

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

D P 260121

NOTES

| NO | DATE | BY | REVISIONS |
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| 1 | 1992 JUN 19 | ... | ... |
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GENERAL NOTES

1. THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.
 2. THE BOUNDARIES SHOWN ON THIS PLAN ARE BASED ON THE INFORMATION PROVIDED BY THE APPLICANT.
 3. THE APPLICANT IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED.
 4. THE REGISTRAR GENERAL IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED.
 5. THE REGISTRAR GENERAL IS NOT RESPONSIBLE FOR THE CONSEQUENCES OF ANY MISTAKES OR OMISSIONS IN THIS PLAN.

SPRINKLER

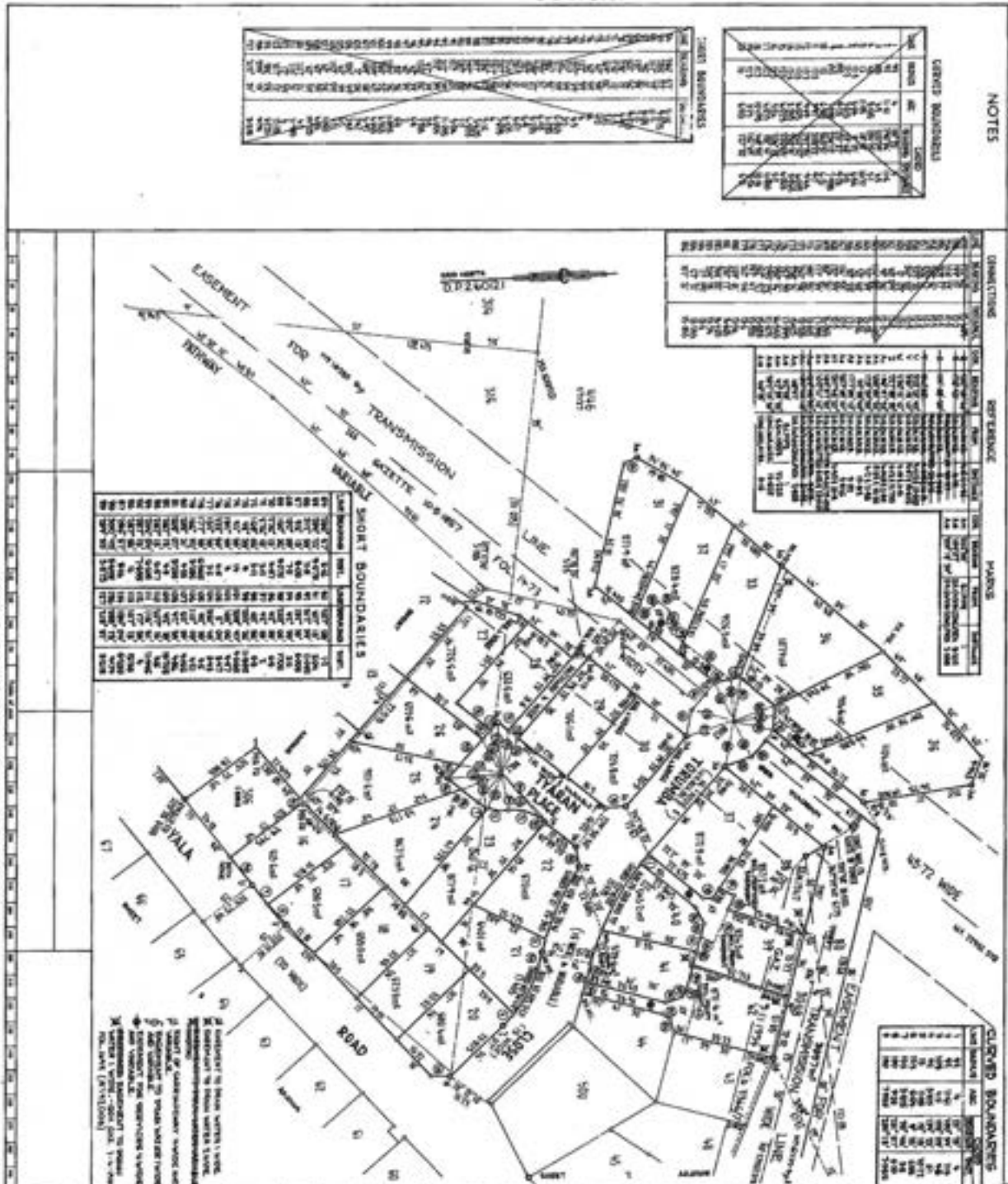
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PLANS

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CLEARED BOUNDARIES

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WARNING: CHANGING OR FOLDING WILL LEAD TO MISTAKE

1. This document is a preliminary plan and is not to be used for construction purposes.
 2. The boundaries shown on this plan are based on the information provided by the applicant.
 3. The applicant is responsible for the accuracy of the information provided.
 4. The Registrar General is not responsible for the accuracy of the information provided.
 5. The Registrar General is not responsible for the consequences of any mistakes or omissions in this plan.

D P 260121

Applicant: **CROWN LAND**

Project: **DA 59001**

Ref No: **100030-4-51**

Location: **STERLING**

County: **EMERSON**

Parcel: **...**

Area: **...**

Scale: **...**

Prepared by: **...**

Checked by: **...**

Approved by: **...**

Date: **...**

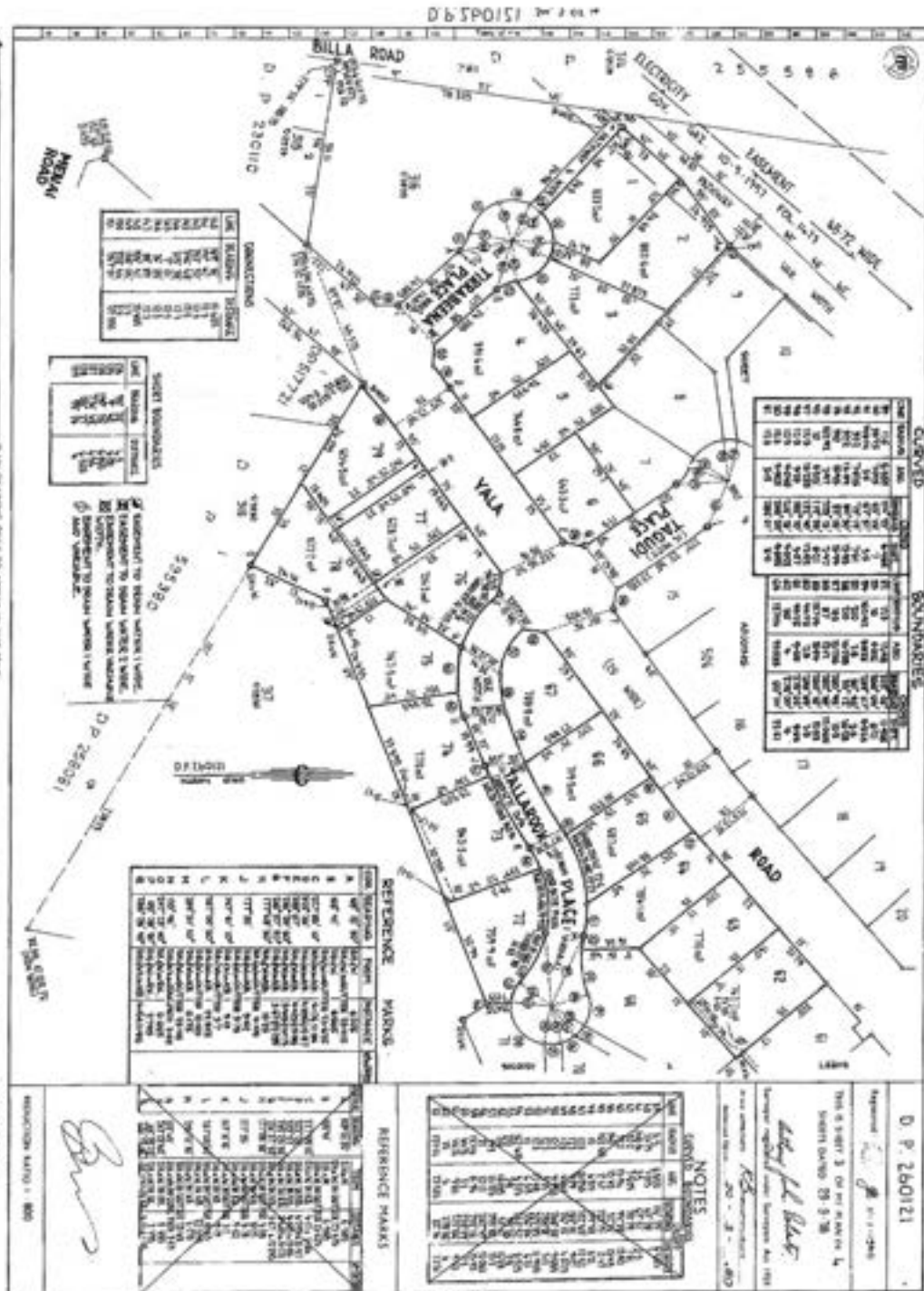
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Plan Drawn Only to Appear in This Space

CHIEF USE ONLY

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D P 260121



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WARNING: CHANGING OR HOLDING WILL LEAD TO EJECTION

* OFFICE USE ONLY *

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CONVEYANCES TO BE MADE WITHIN 1 YEAR
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PLAN DRAWING ONLY TO APPEAR IN THE BOOK

SCALE: 1:500

[Signature]

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D. P. 260121

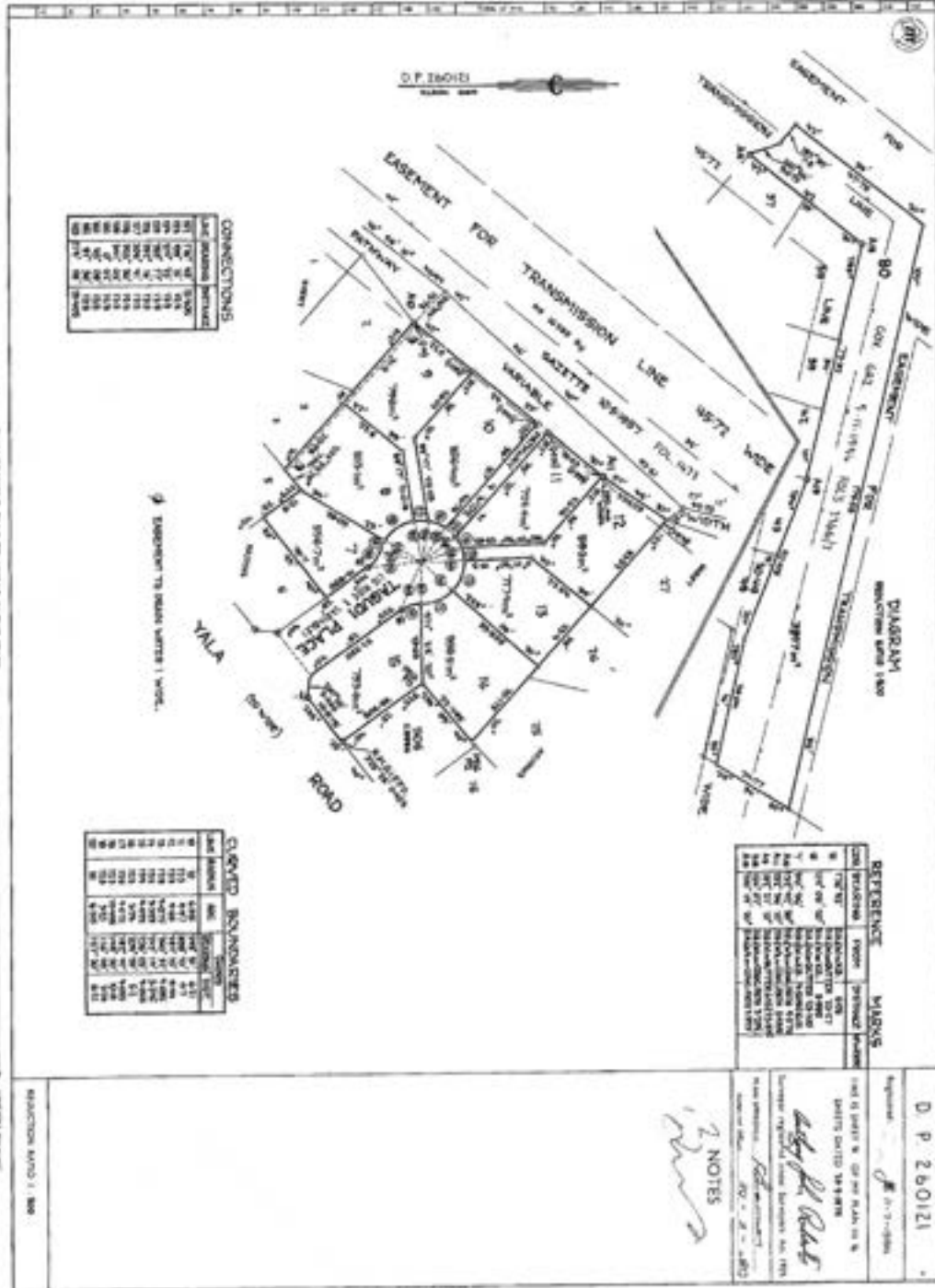
THIS IS SHEET 3 OF 4 IN PLAN L
 SHEET DATED 28-5-78

[Signature]

To: Shri Registrar General, Bangalore District for the above subject, certified
 that this is a copy of a plan drawn in accordance with the provisions of the
 Act and that the same is a true and correct copy of the original plan.

151045 9.0

D 5 SPOISI



A 26 TO BE USED IN CONNECTION WITH A 26

WARNING: CHANGING OR FOLLOWING WILL LEAD TO REJECTION

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CONNECTIONS

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CLASSIFIED BOUNDARIES

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FOR SIGNING ONLY TO APPEAR IN THE SHEET

DATE 20/11/2021

REVISIONS

NO 1 DATE 20/11/2021

BY [Signature]

FOR THE REGISTRAR

TO: THE REGISTRAR GENERAL, REGISTRAR GENERAL FOR THE SOUTH ISLAND, QUEENSLAND
 100 WATERLOO STREET, BRISBANE, QUEENSLAND 4000
 TELEPHONE: (07) 3000 1111 FAX: (07) 3000 1112
 WWW.REGISTER.GOV.AU

D 5 SPOISI

APPROVED LISTING AND NAME OF PROPERTY AND ENCUMBRANCES TO BE
 REGISTERED IN THE REGISTER OF PROPERTY AND ENCUMBRANCES
 Page 1 of 3 pages

Page: 02200121

DATE:

1. Identity of applicant of
 residential property referred
 to in Administration Act
 2. Identity of person who
 has the right of disposal of
 the property referred to in
 Administration Act

Indication of form and content
 used in the administration
 and
 Land Certificate of the State
 Agency or Register State 1 to 22 and
 23 to 29 where applicable
 Indication of form and content
 used in the administration

Identity of Lien Attorney

| | |
|-----|---|
| 1-8 | 1 and 1 |
| 9 | 2, 3 and 8 |
| 10 | 17 and 18 |
| 11 | 19 and 20 |
| 12 | 21, 22, 23, 24, 25, 26, 27, 28, 29 and 30 |
| 13 | 31 and 32 |
| 14 | 33, 34, 35, 36, 37, 38 and 39 |
| 15 | 40 and 41 |
| 16 | 42 and 43 |
| 17 | 44 and 45 |
| 18 | 46 and 47 |

4. Identity of applicant, provided
 referred to in Administration
 Act

Identity of Lien Attorney

| | |
|-----|---|
| 1-8 | 1 and 1 |
| 9 | 2, 3 and 8 |
| 10 | 17 and 18 |
| 11 | 19 and 20 |
| 12 | 21, 22, 23, 24, 25, 26, 27, 28, 29 and 30 |
| 13 | 31 and 32 |
| 14 | 33, 34, 35, 36, 37, 38 and 39 |
| 15 | 40 and 41 |
| 16 | 42 and 43 |
| 17 | 44 and 45 |
| 18 | 46 and 47 |

5. Identity of applicant, provided
 referred to in Administration
 Act

Identity of Lien Attorney

| | |
|-----|---|
| 1-8 | 1 and 1 |
| 9 | 2, 3 and 8 |
| 10 | 17 and 18 |
| 11 | 19 and 20 |
| 12 | 21, 22, 23, 24, 25, 26, 27, 28, 29 and 30 |
| 13 | 31 and 32 |
| 14 | 33, 34, 35, 36, 37, 38 and 39 |
| 15 | 40 and 41 |
| 16 | 42 and 43 |
| 17 | 44 and 45 |
| 18 | 46 and 47 |

Barra

FRAME 1

1. State Agency Name, Register General for the State with serial
 and state registration or reference number as a permanent number
 number to be issued for the State Agency Name

Barra

7404104J

97-11R



REQUEST

Real Property Act 1900



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

Office of State Revenue use only

\$1450 x 2 @
Receipt No
A 375584 A

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

SEE ANNEXURES A to Z

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

(D) **LOGGED BY**

| L.T.O. Box | Name, Address or DX and Telephone | Dealing Code |
|--------------------------------|--|--------------|
| 1170R | Peter S. Hopley Pty. Limited 9 Martin Street, Roselands 2196 | OVER |
| REFERENCE (max 15 characters): | | |

(E) **APPLICANT**

ENERGY AUSTRALIA

(F) **REQUEST**

APPLICATION

PRESENT REGISTERED PROPRIETOR : PACIFIC POWER (Formerly known as The Electricity Commission of New South Wales)

NEW REGISTERED PROPRIETOR : ENERGY AUSTRALIA

THE LAND referred to above having vested in the New Registered Proprietor pursuant to a Heads of Agreement document dated 20.12.1989 between the Electricity Commission of New South Wales and The Sydney County Council (now Energy Australia), the applicant requests the Registrar General to record the New Registered Proprietor in the Register.

CHECKED BY (office use only)

HEADS OF AGREEMENT

THIS AGREEMENT is made the twentieth day of December, One thousand nine hundred and eighty nine BETWEEN THE ELECTRICITY COMMISSION OF NEW SOUTH WALES of Electricity House, Park and Elizabeth Streets, Sydney, in the State of New South Wales (hereinafter called "the Commission") of the one part AND THE SYDNEY COUNTY COUNCIL of the Corner of George and Bathurst Streets, Sydney in the said State (hereinafter called the "Council") of the other part.

WHEREAS:

1. It is agreed between the parties that certain 132 kV and other assets referred to in the Schedules annexed hereto and marked "A" to "D" (hereinafter referred to as the "Assets") presently owned, operated and maintained by the Commission shall be transferred to the Council.
2. Payment for this transfer shall be made in accordance with this Heads of Agreement.
3. A reduction in the bulk supply tariff payable by the Council to the Commission shall take place in accordance with this Heads of Agreement.
4. Certain arrangements shall be made for the continuing operation, maintenance and replacement of the assets in accordance with this Heads of Agreement.
5. There is a Joint Planning Committee comprised of members of the Commission and members of the Council. This Committee has undertaken and shall continue to coordinate the planning and operating arrangements in accordance with this Heads of Agreement.

2.

THE COMMISSION AGREES WITH THE COUNCIL that:

1. **Assets to be Transferred.** The assets to be transferred on an "as-is, where-is" basis are listed in the attached schedules.

Schedule A - Substations, switching stations and transition points, including buildings and associated land.

Schedule B - Transmission lines and associated easements.

Schedule C - Underground power and signalling cables and associated easements.

Schedule D - Lower voltage and other associated assets.

2. **Payment for Assets** shall be effected by the payment by the Council of an amount of \$410 million to the Electricity Development Fund. This will be achieved by the Council acquiring loans to the value of \$410 million from the Treasury Corporation and by the Commission repaying Treasury Corporation loans to that value on the same date.

Council and the Commission shall be responsible equally for any statutory, survey and legal costs involved in transferring the legal ownership of land and easements.

3. **Timing.** The payment of the above amount shall be effected by 28th December, 1989.
4. **Bulk Supply Tariff (BST).** A new BST shall be established for supply taken at 132 kV. The new 132 kV tariff be set to give a 4% reduction on the total payments (i.e. Energy and Supply Charges) made by the Council under the existing 33 kV and above tariff. This reduction to be effective from the date that the above funds are transferred to the Commission and until any change is appropriately determined and agreed.

| CARLINGFORD - SYDNEY NORTH NO.1 132KV TRANSMISSION LINE | | | | |
|---|-------|------------------------------------|----------------------------------|-----------------|
| INDEX | PLAN | TITLE OR DESCRIPTION | METHOD OF CREATION | DEALING |
| 4 | P902 | LOT 4 DP 38265 F/I 4/38265 | GRANT OF EASEMENT | Bk. 2888 No.155 |
| | | LOT 5 DP 38265 F/I 5/38265 | GRANT OF EASEMENT | Bk. 2888 No.155 |
| | | LOT 1 DP 860632 F/I 1/860632 | RGG 29.6.1956 NO. 72 FOL. 1807 | ---- |
| | | LOT 2 DP 860632 F/I 2/860632 | RGG 29.6.1956 NO. 72 FOL. 1807 | ---- |
| 6A | P903 | LOT 1 DP 262890 F/I 1/262890 | RGG 29.6.1956 NO. 72 FOL. 1807 | ---- |
| | | LOT 5 DP 262890 F/I 5/262890 | RGG 29.6.1956 NO. 72 FOL. 1807 | ---- |
| | | LOT 1 DP 562672 F/I 1/562672 | RGG 29.6.1956 NO. 72 FOL. 1807 | ---- |
| | | CP/SP36190 | RGG 29.6.1956 NO. 72 FOL. 1807 | ---- |
| 16 | P3638 | LOT 1 DP747565 F/I 1/747565 | RGG 17.6.1960 NO. 73 FOL. 1890 | ---- |
| | | LOT 201 DP881306 F/I 201/881306 | RGG 17.6.1960 NO. 73 FOL. 1890 | ---- |
| | | LOT 202 DP 1015081 F/I 202/1015081 | RGG 17.6.1960 NO. 73 FOL. 1890 | ---- |
| | | Lot 101 DP 1015082 F/I 101/1015082 | RGG 17.6.1960 NO. 73 FOL. 1890 | ---- |
| | | Lot 102 DP 1015082 F/I 102/1015082 | RGG 17.6.1960 NO. 73 FOL. 1890 | ---- |
| | | Lot 103 DP 1015082 F/I 103/1015082 | RGG 17.6.1960 NO. 73 FOL. 1890 | ---- |
| | | Lot 104 DP 1015082 F/I 104/1015082 | RGG 17.6.1960 NO. 73 FOL. 1890 | ---- |
| | | Lot 105 DP 1015082 F/I 105/1015082 | RGG 17.6.1960 NO. 73 FOL. 1890 | ---- |
| 31 | P3737 | LOT 1 DP270055 F/I 1/270055 | RGG 27.10.1961 NO. 116 FOL. 3347 | ---- |
| | | LOT 6 DP270055 F/I 6/270055 | RGG 27.10.1961 NO. 116 FOL. 3347 | ---- |
| 40 | P3687 | LOT 2 DP864941 F/I 2/864941 | RGG 27.10.1961 NO. 116 FOL. 3348 | ---- |

CARLINGFORD - SYDNEY NORTH NO.1 132KV TRANSMISSION LINE

| | | | | |
|----|--------|-----------------------------|------------------------------------|---------|
| 48 | P3742 | LOT 1 DP239412 F/I 1/239412 | RGG 27.10.1961 NO. 116 FOL. 3349 | ---- |
| | | LOT 2 DP239412 F/I 2/239412 | RGG 27.10.1961 NO. 116 FOL. 3349 | ---- |
| | | LOT 3 DP239412 F/I 3/239412 | RGG 27.10.1961 NO. 116 FOL. 3349 | ---- |
| | | LOT 4 DP239412 F/I 4/239412 | RGG 27.10.1961 NO. 116 FOL. 3349 | ---- |
| | | LOT 5 DP239412 F/I 5/239412 | RGG 27.10.1961 NO. 116 FOL. 3349 | ---- |
| | | LOT 6 DP239412 F/I 6/239412 | RGG 27.10.1961 NO. 116 FOL. 3349 | ---- |
| | | LOT 7 DP239412 F/I 7/239412 | RGG 27.10.1961 NO. 116 FOL. 3349 | ---- |
| | | LOT 8 DP239412 F/I 8/239412 | RGG 27.10.1961 NO. 116 FOL. 3349 | ---- |
| 57 | P6097A | LOT 1 DP239412 F/I 1/239412 | RGG 5.7.1968 NO. 81 FOL. 2665-2666 | ---- |
| | | LOT 2 DP239412 F/I 2/239412 | RGG 5.7.1968 NO. 81 FOL. 2665-2666 | ---- |
| | | LOT 3 DP239412 F/I 3/239412 | RGG 5.7.1968 NO. 81 FOL. 2665-2666 | ---- |
| | | LOT 4 DP239412 F/I 4/239412 | RGG 5.7.1968 NO. 81 FOL. 2665-2666 | ---- |
| | | LOT 5 DP239412 F/I 5/239412 | RGG 5.7.1968 NO. 81 FOL. 2665-2666 | ---- |
| | | LOT 6 DP239412 F/I 6/239412 | RGG 5.7.1968 NO. 81 FOL. 2665-2666 | ---- |
| | | LOT 7 DP239412 F/I 7/239412 | RGG 5.7.1968 NO. 81 FOL. 2665-2666 | ---- |
| | | LOT 8 DP239412 F/I 8/239412 | RGG 5.7.1968 NO. 81 FOL. 2665-2666 | ---- |
| 50 | P3484 | LOT 4 DP505780 F/I 4/505780 | RGG 8.1.1960 NO. 4 FOL. 18 | H925700 |
| | | LOT 5 DP499695 F/I 5/499695 | RGG 8.1.1960 NO. 4 FOL. 18 | H925700 |
| | | LOT 3 DP813240 F/I 3/813240 | RGG 8.1.1960 NO. 4 FOL. 18 | H925700 |

C

| CARLINGFORD - SYDNEY NORTH NO.2 132KV TRANSMISSION LINE | | | | | |
|--|-------------|------------------------------------|--------------------------------|----------------|--|
| INDEX | PLAN | TITLE OR DESCRIPTION | METHOD OF CREATION | DEALING | |
| 11 | P596 | LOT 12 DP 228753 F/I 12/228753 | RGG 19.12.1952 No.272 Fol.4609 | ..... |  |
| | | LOT 13 DP 228753 F/I 13/228753 | RGG 19.12.1952 No.272 Fol.4609 | ..... |  |
| | | LOT 14 DP 228753 F/I 14/228753 | RGG 19.12.1952 No.272 Fol.4609 | ..... |  |
| | | LOT 5 DP 228753 F/I 5/228753 | RGG 19.12.1952 No.272 Fol.4609 | ..... |  |
| | | LOT 7 DP 228753 F/I 7/228753 | RGG 19.12.1952 No.272 Fol.4609 | ..... |  |
| | | LOT 8 DP 228753 F/I 8/228753 | RGG 19.12.1952 No.272 Fol.4609 | ..... |  |
| | | LOT 9 DP 228753 F/I 9/228753 | RGG 19.12.1952 No.272 Fol.4609 | ..... |  |
| | | LOT 10 DP 228753 F/I 10/228753 | RGG 19.12.1952 No.272 Fol.4609 | ..... |  |
| 13 | P664 | LOT 101 DP 556987 F/I 101/556987 | RGG 11.7.1952 NO.146 FOL.2390 | Bk 2323No.180 | |
| | | LOT 1 DP 210512 F/I 1/210512 | RGG 11.7.1952 NO.146 FOL.2390 | ..... |  |
| | | LOT 1000 DP 877077 F/I 1000/877077 | RGG 11.7.1952 NO.146 FOL.2390 | ..... |  |
| | | LOT 1001 DP 877077 F/I 1001/877077 | RGG 11.7.1952 NO.146 FOL.2390 | ..... |  |
| | | LOT 1 DP 259726 F/I 1/259726 | RGG 11.7.1952 NO.146 FOL.2390 | Bk2323No.180 | |
| | | LOT 2 DP 259726 F/I 2/259726 | RGG 11.7.1952 NO.146 FOL.2390 | Bk2323No.180 | |
| | | LOT 22 DP 556414 F/I 22/556414 | RGG 11.7.1952 NO.146 FOL.2390 | Bk2323No.180 | |
| 15 | P451 | LOT 9 DP 219892 F/I 9/219892 | RGG 24.4.1952 NO.94 FOL.1436 | ..... |  |
| | | LOT 10 DP 219892 F/I 10/219892 | RGG 24.4.1952 NO.94 FOL.1436 | ..... |  |
| | | LOT 11 DP 219892 F/I 11/219892 | RGG 24.4.1952 NO.94 FOL.1436 | ..... |  |
| | | LOT 12 DP 219892 F/I 12/219892 | RGG 24.4.1952 NO.94 FOL.1436 | ..... |  |
| | | LOT 13 DP 219892 F/I 13/219892 | RGG 24.4.1952 NO.94 FOL.1436 | ..... |  |

CARLINGFORD - SYDNEY NORTH NO.2 132KV TRANSMISSION LINE

| | | | | |
|-----|-------|------------------------------------|--------------------------------|---------|
| | | LOT 14 DP 219892 F/I 14/ 219892 | RGG 24.4.1952 NO.94 FOL.1436 | ..... |
| | | LOT 15 DP 219892 F/I 15/ 219892 | RGG 24.4.1952 NO.94 FOL.1436 | ..... |
| | | LOT 16 DP 219892 F/I 16/ 219892 | RGG 24.4.1952 NO.94 FOL.1436 | ..... |
| | | LOT 17 DP 219892 F/I 17/ 219892 | RGG 24.4.1952 NO.94 FOL.1436 | ..... |
| 16 | P916 | LOT 19 DP 841778 F/I 19/841778 | RGG 22.3.1951 NO.48 | F454602 |
| | | LOT 10 DP 243878 F/I 10/243878 | RGG 22.3.1951 NO.48 | F454602 |
| | | LOT 11 DP 243878 F/I 11/243878 | RGG 22.3.1951 NO.48 | F454602 |
| | | LOT 12 DP 243878 F/I 12/243878 | RGG 22.3.1951 NO.48 | F454602 |
| | | LOT 13 DP 243878 F/I 13/243878 | RGG 22.3.1951 NO.48 | F454602 |
| | | LOT 1 DP 242673 F/I 1/242673 | RGG 22.3.1951 NO.48 | F454602 |
| | | LOT 6 DP 227669 F/I 6/227669 | RGG 22.3.1951 NO.48 | F454602 |
| | | LOT 12 DP 227669 F/I 12/227669 | RGG 22.3.1951 NO.48 | F454602 |
| | | LOT 13 DP 227669 F/I 13/227669 | RGG 22.3.1951 NO.48 | F454602 |
| | | LOT 14 DP 227669 F/I 14/227669 | RGG 22.3.1951 NO.48 | F454602 |
| 16A | P6372 | LOT 19 DP 841778 F/I 19/841778 | RGG 9.12.1966 NO.135 FOL.4998 | F741021 |
| 17 | P924 | LOT 1174 DP 554070 F/I 1174/554070 | RGG 12.10.1951 NO.171 FOL 4854 | F572674 |
| 18 | P907 | LOT 12 DP 543021 F/I 12/543021 | RGG 12.10.1951 NO.171 FOL 4854 | F572674 |
| 48 | P1391 | CP/SP38846 | RGG 29.6.1956 NO.72 FOL 1808 | ..... |
| | | LOT 33 DP 712167 F/I 33/712167 | RGG 29.6.1956 NO.72 FOL 1808 | ..... |
| | | LOT 34 DP 712167 F/I 34/712167 | RGG 29.6.1956 NO.72 FOL 1808 | ..... |
| | | LOT 35 DP 712167 F/I 35/712167 | RGG 29.6.1956 NO.72 FOL 1808 | ..... |

E

| CARLINGFORD - SYDNEY NORTH NO.2 132KV TRANSMISSION LINE | | | | |
|--|-------------|------------------------------------|------------------------------|----------------|
| INDEX | PLAN | TITLE OR DESCRIPTION | METHOD OF CREATION | DEALING |
| 48 | P1391 | LOT 36 DP 712167 F/I 36/712167 | RGG 29.6.1956 NO.72 FOL 1808 | ..... |
| | | CP/SP 51717 | RGG 29.6.1956 NO.72 FOL 1808 | ..... |
| | | LOT 1 DP 785454 F/I 1/785454 | RGG 29.6.1956 NO.72 FOL 1808 | ..... |
| | | LOT 2 DP 785454 F/I 2/785454 | RGG 29.6.1956 NO.72 FOL 1808 | ..... |
| | | LOT 10 DP 785454 F/I 10/785454 | RGG 29.6.1956 NO.72 FOL 1808 | ..... |
| | | LOT 3117 DP 703689 F/I 3117/703689 | RGG 29.6.1956 NO.72 FOL 1808 | ..... |
| | | LOT 3118 DP 703689 F/I 3118/703689 | RGG 29.6.1956 NO.72 FOL 1808 | ..... |
| | | LOT 5904 DP 789723 F/I 5904/789723 | RGG 29.6.1956 NO.72 FOL 1808 | ..... |
| | | LOT 5905 DP 789723 F/I 5905/789723 | RGG 29.6.1956 NO.72 FOL 1808 | ..... |
| | | LOT 7 DP 785454 F/I 7/785454 | RGG 29.6.1956 NO.72 FOL 1808 | ..... |
| | | LOT 8 DP 785454 F/I 8/785454 | RGG 29.6.1956 NO.72 FOL 1808 | ..... |
| | | LOT 9 DP 785454 F/I 9/785454 | RGG 29.6.1956 NO.72 FOL 1808 | ..... |
| | | LOT 4 DP 747179 F/I 4/747179 | RGG 29.6.1956 NO.72 FOL 1808 | ..... |
| | | LOT 32 DP 747179 F/I 32/747179 | RGG 29.6.1956 NO.72 FOL 1808 | ..... |
| | | LOT 33 DP 747179 F/I 33/747179 | RGG 29.6.1956 NO.72 FOL 1808 | ..... |
| | | LOT 25 DP 747179 F/I 25/747179 | RGG 29.6.1956 NO.72 FOL 1808 | ..... |
| | | LOT 26 DP 747179 F/I 26/747179 | RGG 29.6.1956 NO.72 FOL 1808 | ..... |
| | | LOT 27 DP 747179 F/I 27/747179 | RGG 29.6.1956 NO.72 FOL 1808 | ..... |
| | | LOT 29 DP 747179 F/I 29/747179 | RGG 29.6.1956 NO.72 FOL 1808 | ..... |
| | | LOT 41 DP 773934 F/I 41/773934 | RGG 29.6.1956 NO.72 FOL 1808 | ..... |
| | | LOT 42 DP 773934 F/I 42/773934 | RGG 29.6.1956 NO.72 FOL 1808 | |

F

CARLINGFORD - SYDNEY NORTH NO.2 132KV TRANSMISSION LINE

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|-----|-------|------------------------------------|--------------------------------|-------|
| 50 | P1032 | LOT 3091 DP 262435 F/I 3091/262435 | RGG 3.8.1951 NO.128 FOL.2241 | |
| | | LOT 3084 DP 262435 F/I 3084/262435 | RGG 3.8.1951 NO.128 FOL.2241 | |
| | | LOT 3085 DP 262435 F/I 3085/262435 | RGG 3.8.1951 NO.128 FOL.2241 | ..... |
| | | LOT 5301 DP 731772 F/I 5301/731772 | RGG 3.8.1951 NO.128 FOL.2241 | ..... |
| | | LOT 5302 DP 731772 F/I 5302/731772 | RGG 3.8.1951 NO.128 FOL.2241 | ..... |
| | | LOT 29 DP712168 F/I 29/712168 | RGG 29.6.1956 NO.72 FOL.1808 | ..... |
| 51 | P1359 | LOT 19 DP 712168 F/I 19/712168 | RGG 29.6.1956 NO.72 FOL.1808 | ..... |
| | | LOT 20 DP 712168 F/I 20/712168 | RGG 29.6.1956 NO.72 FOL.1808 | ..... |
| | | LOT 21 DP 712168 F/I 21/712168 | RGG 29.6.1956 NO.72 FOL.1808 | ..... |
| | | LOT 22 DP 712168 F/I 22/712168 | RGG 29.6.1956 NO.72 FOL.1808 | ..... |
| | | LOT 23 DP 712168 F/I 23/712168 | RGG 29.6.1956 NO.72 FOL.1808 | ..... |
| | | LOT 24 DP 712168 F/I 24/712168 | RGG 29.6.1956 NO.72 FOL.1808 | ..... |
| | | LOT 1 DP 712168 F/I 1/712168 | RGG 29.6.1956 NO.72 FOL.1808 | ..... |
| | | LOT 2 DP 712168 F/I 2/712168 | RGG 29.6.1956 NO.72 FOL.1808 | ..... |
| | | LOT 3 DP 712168 F/I 3/712168 | RGG 29.6.1956 NO.72 FOL.1808 | ..... |
| | | LOT 4 DP 712168 F/I 4/712168 | RGG 29.6.1956 NO.72 FOL.1808 | ..... |
| | | LOT 5 DP 712168 F/I 5/712168 | RGG 29.6.1956 NO.72 FOL.1808 | ..... |
| 52 | P6185 | LOT 2 DP 237196 F/I 2/237196 | RGG 9.12.1966 NO.135 FOL. 4998 | ..... |
| | | LOT 3 DP 237196 F/I 3/237196 | RGG 9.12.1966 NO.135 FOL. 4998 | |
| 57A | P9759 | LOT 7 DP242216 F/I 7/242216 | RGG 24.7.1970 NO.91 FOL 2889 | |

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| CARLINGFORD - STRATHFIELD 132KV TRANSMISSION LINE | | | | |
|---|--------|--------------------------------|------------------------------------|----------|
| INDEX | PLAN | TITLE OR DESCRIPTION | METHOD OF CREATION | DEALING |
| 22 | P 893A | LOT 24 DP 229570 F/I 24/229570 | RGG 4.2.1955 NO.11 FOL.299-301 | G 379897 |
| | | LOT 25 DP 229570 F/I 25/229570 | RGG 4.2.1955 NO.11 FOL.299-301 | G 379897 |
| 34 | P 782 | LOT 2 DP 218433 F/I 2/218433 | RGG 6.1.1950 NO. 3 FOL 14 | ---- |
| | | LOT 19 DP 218433 F/I 19/218433 | RGG 6.1.1950 NO. 3 FOL 14 | ---- |
| | | LOT 20 DP 218433 F/I 20/218433 | RGG 6.1.1950 NO. 3 FOL 14 | ---- |
| | | LOT 33 DP 218433 F/I 33/218433 | RGG 6.1.1950 NO. 3 FOL 14 | ---- |
| | | LOT 34 DP 218433 F/I 34/218433 | RGG 6.1.1950 NO. 3 FOL 14 | ---- |
| 37 | P 475 | LOT 1 DP 201099 F/I 1/201099 | RGG 11.8.1950 NO.128 FOL.2505-2506 | ---- |
| | | LOT 2 DP 201099 F/I 2/201099 | RGG 11.8.1950 NO.128 FOL.2505-2506 | ---- |
| | | LOT 3 DP 201099 F/I 3/201099 | RGG 11.8.1950 NO.128 FOL.2505-2506 | ---- |
| | | LOT 4 DP 201099 F/I 4/201099 | RGG 11.8.1950 NO.128 FOL.2505-2506 | ---- |
| | | LOT 5 DP 201099 F/I 5/201099 | RGG 11.8.1950 NO.128 FOL.2505-2506 | ---- |
| 38 | P 592 | LOT 6 DP 201099 F/I 6/201099 | RGG 11.8.1950 NO.128 FOL.2505-2506 | ---- |
| | | LOT 4 DP 548978 F/I 4/548978 | RGG 11.8.1950 NO.128 FOL.2505-2506 | ---- |
| | | LOT 5 DP 228562 F/I 5/228562 | RGG 11.8.1950 NO.128 FOL.2505-2506 | ---- |
| | | LOT 6 DP 228562 F/I 6/228562 | RGG 11.8.1950 NO.128 FOL.2505-2506 | ---- |
| | | LOT 7 DP 228562 F/I 7/228562 | RGG 11.8.1950 NO.128 FOL.2505-2506 | ---- |
| | | LOT 8 DP 228562 F/I 8/228562 | RGG 11.8.1950 NO.128 FOL.2505-2506 | ---- |
| | | LOT 9 DP 228562 F/I 9/228562 | RGG 11.8.1950 NO.128 FOL.2505-2506 | ---- |

| CHULLORA - CANTERBURY 132KV TRANSMISSION LINE | | | | |
|--|-------------|--|------------------------------------|----------------------|
| INDEX | PLAN | TITLE OR DESCRIPTION | METHOD OF CREATION | DEALING |
| 32 | P1732 | Part Lots 1-5 Sec J DP2785 Vol 5003 Fol 18 | RGG 28.9.1956 No. 105 Fol 2815 | G 651961 |
| 40 | P3014 | Lot 1 DP 783640 F/I 1/783640 | RGG 30.3.1961 No.38 Fol 964 | ----- |
| | | Lot 1 DP 783640 F/I 1/783640 | Grant of Easement | Book 3748 No. 855 |
| | | Lot 1 DP 799977 F/I 1/799977 | RGG 30.3.1961 No.38 Fol 961 | ----- |
| CARLINGFORD - STRATHFIELD 132KV TRANSMISSION LINE | | | | |
| | | CP/SP 5968 | RGG 11.8.1950 NO.128 FOL.2505-2506 | ---- |
| | | CP/SP5863 | RGG 11.8.1950 NO.128 FOL.2505-2506 | ---- |
| | | LOT 1 DP 770022 F/I 1/770022 | RGG 11.8.1950 NO.128 FOL.2505-2506 | ---- |
| 60 | P 647 | LOT 2 DP 562471 F/I 2/562471 | ---- | G873497 |
| LANE COVE - WILLOUGHBY - SURRY HILLS 132KV U/C | | | | |
| 3 | P7090 | Lot 21 DP 875357 F/I 21/875357 | RGG 20.5.1966 No. 49 Fol 1987 | ----- |
| LEIGHTONFIELD - GUILDFORD NO.1 33KV TRANSMISSION LINE | | | | |
| 1 | P3180 | Lot 11 DP 701057 F/I 11/701057 | RGG 4.9.1959 No. 100 Fol 2692 | H 406784 |
| 2 | P3306 | Lot 1 DP 242004 F/I 1/242004 | RGG 15.5.1959 No. 57 Fol 1454 | ----- |
| | | Lot 1 DP 844947 F/I 1/844947 | RGG 15.5.1959 No. 57 Fol 1454 | ----- |
| | | Lot 1 DP 1003932 F/I 1/1003932 | RGG 15.5.1959 No. 57 Fol 1454 | J 448031 |
| 3 | P3181 | Lot 1 DP 579438 F/I 1/579438 | RGG 4.9.1959 No. 100 Fol 2692 | ----- |
| | | Lot 1 DP 579438 F/I 1/579438 | Grant of Easement | Book 2554 No 299 |
| MORISSET - VALES POINT 132KV TRANSMISSION LINES | | | | |
| 1 | | Lot 4 DP 324031 F/ 4/ 324031 | | Z 916395 |
| 2 | | Lot 481 DP 755242 F/I 481/755242 | | W 306660 |
| PEAKHURST - BUNNERONG 132 KV U/C | | | | |
| 3 | P14012 | Lot 101 DP 534364 Auto Cons 14519-128 | ----- | S529582 |
| PYRMONT - ROZELLE 33KV U/C | | | | |
| 1 | P2450 | Lot 677 DP 729635 F/I 677/729635 | RGG 18.4.1958 No. 41 Fol 1102 | ----- |
| | | Lot 678 DP 729635 F/I 678/729635 | RGG 18.4.1958 No. 41 Fol 1102 | ----- |

| OURIMBAH - WANGI 132 KV TRANSMISSION LINE | | | | |
|---|-------|--|--|----------------------------------|
| INDEX | PLAN | TITLE OR DESCRIPTION | METHOD OF CREATION | DEALING |
| 102 | P2234 | Lot 133 DP 729956 F/I 133/729956 | RGG 14.8.1959 No.89 Fol 2439 | ----- |
| 104 | P2232 | Lot 185 DP 870569 F/I 185/870569 (Transfer applies to easement 30.48 wide) | RGG 24.4.1959 No.50 Fol 1236 (see below) | E 583425 |
| 105 | P2231 | Lot 2 DP 789433 F/I 2/789433 | RGG 24.4.1959 No.50 Fol 1236 | ----- |
| 137 | P2203 | Lot 110 DP 755218 Auto Consol 12210-42 Lot 151 DP 755218 Auto Consol 12210-42 Lot 170 DP 755218 F/I 170/755218 Lot 152 DP 755218 F/I 152/755218 | RGG 24.4.1959 No.50 Fol 1234 RGG 24.4.1959 No.50 Fol 1234 RGG 24.4.1959 No.50 Fol 1234 RGG 24.4.1959 No.50 Fol 1234 | ----- ----- ----- ----- |
| 104 | P2232 | Lot 1 DP 817815 F/I 1/817815 | Transfer and Grant (As regards 30.48 wide easement in DP 645229) | E585372 |
| | | Lot 183 DP 851197 F/I 183/851197 | Transfer and Grant | E583425 |
| 141 | P2200 | Lot 385 DP 727264 F/I 385/727264 | RGG 24.4.1959 No.50 Fol 1233 | ----- |

PORT HACKING - SUTHERLAND SHIRE 33KV U/C

| | | | | |
|---|-------|--|---|---|
| 1 | P1473 | CP/SP 32480 CP/SP 33188 CP/SP 34071 | RGG 15.7.1955 No. 68 Fol 1950 RGG 15.7.1955 No. 68 Fol 1950 RGG 15.7.1955 No. 68 Fol 1950 | G379896 G379896 G379896 |
| 2 | P1474 | Lot 80 DP 10147 F/I 80/10147 Lot 81 DP 10147 F/I 81/10147 | RGG 15.7.1955 No. 68 Fol 1950 RGG 15.7.1955 No. 68 Fol 1950 | G379896 G379896 |
| 5 | P1471 | Lot 3 DP 850537 F/I 3/850537 Lot 1 DP 775012 F/I 1/775012 Lot 2 DP 775012 F/I 2/775012 Lot 3 DP 775012 F/I 3/775012 Lot 498 DP 550299 F/I 498/550299 | RGG 15.7.1955 No. 68 Fol 1950 RGG 15.7.1955 No. 68 Fol 1950 RGG 15.7.1955 No. 68 Fol 1950 RGG 15.7.1955 No. 68 Fol 1950 RGG 15.7.1955 No. 68 Fol 1950 | G379896 G379896 G379896 G379896 G379896 |
| φ | now | 1328 - 1330 \| 874607 311 \| 880842 320 \| 880842 334 \| 880842 338 - 339 \| 880842 349 - 350 \| 880842 353 \| 880842 355 \| 880842 362 \| 880842 371 \| 880842 , 373 \| 880842 603 \| 1012140 , 605 - 606 \| 1012140 | | |

| SUTHERLAND TAP - PORT HACKING 132 KV TRANSMISSION LINE | | | | |
|--|-------|-------------------------------------|---------------------------------------|----------|
| INDEX | PLAN | TITLE OR DESCRIPTION | METHOD OF CREATION | DEALING |
| 1 | P1254 | Lot 1 DP 248957 F/I 1/248957 | RGG 5.11.1954 No. 181 Fol's 3366&3367 | L 257357 |
| | | Lot 30 DP 248957 F/I 30/248957 | RGG 5.11.1954 No. 181 Fol's 3366&3367 | L 257357 |
| | | Lot 402 DP 252998 F/I 402/252998 | RGG 5.11.1954 No. 181 Fol's 3366&3367 | ----- |
| | | Lot 403 DP 252998 F/I 403/252998 | RGG 5.11.1954 No. 181 Fol's 3366&3367 | ----- |
| | | Lot 431 DP 252998 F/I 431/252998 | RGG 5.11.1954 No. 181 Fol's 3366&3367 | ----- |
| | | Lot 449 DP 252998 F/I 449/252998 | RGG 5.11.1954 No. 181 Fol's 3366&3367 | ----- |
| | | Lot 450 DP 252998 F/I 450/252998 | RGG 5.11.1954 No. 181 Fol's 3366&3367 | ----- |
| | | Lot 7 Sec 2 DP255461 F/I 7/2/255461 | RGG 14.7.1978 Folio 3019 | ----- |
| | | Lot 8 Sec 2 DP255461 F/I 8/2/255461 | RGG 14.7.1978 Folio 3019 | ----- |
| | | Lot 9 Sec 2 DP255461 F/I 9/2/255461 | RGG 14.7.1978 Folio 3019 | ----- |
| | | Lot 38 DP260121 F/I 38/260121 | RGG 5.11.1954 No. 181 Fol's 3366&3367 | ----- |
| | | Lot 39 DP260121 F/I 39/260121 | RGG 5.11.1954 No. 181 Fol's 3366&3367 | ----- |
| | | Lot 42 DP260121 F/I 42/260121 | RGG 5.11.1954 No. 181 Fol's 3366&3367 | ----- |
| | | Lot 43 DP260121 F/I 43/260121 | RGG 5.11.1954 No. 181 Fol's 3366&3367 | ----- |
| | | Lot 47 DP260121 F/I 47/260121 | RGG 5.11.1954 No. 181 Fol's 3366&3367 | ----- |
| | | Lot 48 DP260121 F/I 48/260121 | RGG 5.11.1954 No. 181 Fol's 3366&3367 | ----- |
| | | Lot 49 DP260121 F/I 49/260121 | RGG 5.11.1954 No. 181 Fol's 3366&3367 | ----- |
| | | Lot 50 DP260121 F/I 50/260121 | RGG 5.11.1954 No. 181 Fol's 3366&3367 | ----- |
| | | Lot 51 DP260121 F/I 51/260121 | RGG 5.11.1954 No. 181 Fol's 3366&3367 | ----- |

| SYDNEY EAST - KURINGAI 132 KV TRANSMISSION LINE | | | | |
|---|-------------------------------|----------------------------------|-------------------------------|---------|
| INDEX | PLAN | TITLE OR DESCRIPTION | METHOD OF CREATION | DEALING |
| 3 | P4115 | Lot A DP 390725 F/I A/390725 | RGG 7.12.1962 No 124 Fol 3639 | J324738 |
| | | Lot 2 DP 1002284 F/I 2/1002284 | RGG 7.12.1962 No 124 Fol 3639 | J324738 |
| | | Lot 3 DP 1002284 F/I 3/1002284 | RGG 7.12.1962 No 124 Fol 3639 | J324738 |
| | | Lot 7 Sec B DP 7306 F/I 7/B/7306 | RGG 7.12.1962 No 124 Fol 3639 | J324738 |
| | | Lot 12 DP 537283 F/I 12/537283 | RGG 7.12.1962 No 124 Fol 3639 | J324738 |
| | | Lot 13 DP 537283 F/I 13/537283 | RGG 7.12.1962 No 124 Fol 3639 | J324738 |
| 13 | P11542/A | Lot 1 DP 245062 F/I 1/245062 | RGG 14.9.1973 No 121 Fol 4077 | ----- |
| | | Lot 2 DP 245062 F/I 2/245062 | RGG 14.9.1973 No 121 Fol 4077 | ----- |
| | | Lot 36 DP 245062 F/I 36/245062 | RGG 14.9.1973 No 121 Fol 4077 | ----- |
| | | Lot 37 DP 245062 F/I 37/245062 | RGG 14.9.1973 No 121 Fol 4077 | ----- |
| | | Lot 38 DP 245062 F/I 38/245062 | RGG 14.9.1973 No 121 Fol 4077 | ----- |
| | | Lot 39 DP 245062 F/I 39/245062 | RGG 14.9.1973 No 121 Fol 4077 | ----- |
| | | Lot 40 DP 245062 F/I 40/245062 | RGG 14.9.1973 No 121 Fol 4077 | ----- |
| | | Lot 41 DP 245062 F/I 41/245062 | RGG 14.9.1973 No 121 Fol 4077 | ----- |
| | | Lot 42 DP 245062 F/I 42/245062 | RGG 14.9.1973 No 121 Fol 4077 | ----- |
| | | Lot 43 DP 245062 F/I 43/245062 | RGG 14.9.1973 No 121 Fol 4077 | ----- |
| | | Lot 44 DP 245062 F/I 44/245062 | RGG 14.9.1973 No 121 Fol 4077 | ----- |
| Lot 45 DP 245062 F/I 45/245062 | RGG 14.9.1973 No 121 Fol 4077 | ----- | | |

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| SYDNEY SOUTH - BANKSTOWN 132 KV TRANSMISSION LINE | | | | |
|--|--------|--|---|------------------|
| INDEX | PLAN | TITLE OR DESCRIPTION | METHOD OF CREATION | DEALING |
| 186 | P20 | Lot 6 Sec A DP 1644 Auto Consol 3703-45 | RGG 19.12.1952 No 272 Fol 4611 | F816924 |
| 203 | P120 | Lot 41 DP 261760 F/I 41/261760 | RGG 31.12.1953 No 238 Fol's 4307 & 4308 | G33572 |
| 2 | P3815 | Lot 1095 DP 31839 F/I 1095/31839 | Transfer and Grant | J120341 |
| 4 | P3330 | Lot 341 DP 847873 F/I 341/847873 | RGG 21.10.1960 No 124 Fol 3315 | H955014 |
| 13 | P3339 | Lot 1 DP 102366 F/I 1/102366 | RGG 21.10.1960 No 124 Fol 3315 | H955014 |
| 184 | P22 | Lot 3 Sec A DP 1644 F/I 3/A/1644 | RGG 19.12.1952 No. 272 Fol 4610 | ----- |
| SUTHERLAND TAP - PORT HACKING 132 KV TRANSMISSION LINE | | | | |
| 2 | P1253 | Lot 1230 DP 821652 F/I 1230/821652 | GG 5.11.1954 No. 181 Fol's 3366&3367 | ----- |
| | | Lot 1 DP1001659 F/I 1/1001659 | GG 5.11.1954 No. 181 Fol's 3366&3367 | ----- |
| | | Lot 2 DP1001659 F/I 2/1001659 | GG 5.11.1954 No. 181 Fol's 3366&3367 | ----- |
| | | Lot 1242 DP 824066 F/I 1242/824066 | GG 5.11.1954 No. 181 Fol's 3366&3367 | ----- |
| 3 | P988 | Lot A DP 400901 F/I A/400901 | RGG 8.1.1954 No. 1 Fol's 14 & 15 | G 19577 |
| 5 | P175 | Lot 1 DP 23406 F/I 1/23406 | RGG 16.1.1953 No. 17 Fol 146 | F 816926 |
| SYDNEY EAST - KURINGAI 132 KV TRANSMISSION LINE | | | | |
| 14 | P12026 | Lot 46 Sec 170 DP 249600 F/I 46/170/249600 | RGG 14.3.1975 No 45 Fol 957 | ----- |
| | | Lot 47 Sec 170 DP 249600 F/I 47/170/249600 | RGG 14.3.1975 No 45 Fol 957 | ----- |
| | | Lot 48 Sec 170 DP 249600 F/I 48/170/249600 | RGG 14.3.1975 No 45 Fol 957 | ----- |
| | | Lot 49 Sec 170 DP 249600 F/I 49/170/249600 | RGG 14.3.1975 No 45 Fol 957 | ----- |
| | | Lot 50 Sec 170 DP 249600 F/I 50/170/249600 | RGG 14.3.1975 No 45 Fol 957 | ----- |
| | | Lot 51 Sec 170 DP 249600 F/I 51/170/249600 | RGG 14.3.1975 No 45 Fol 957 | ----- |
| | | Lot 10 Sec 189 DP 251100 F/I 10/189/251100 | Transfer and Grant | T939927 |
| φ | | 341 \| 847873 now :- | CP \| SP64896 | |

(see 2102)

| SYDNEY EAST - WARRINGAH NO. 1 132 KV TRANSMISSION LINE | | | | |
|--|-------|--|-------------------------------|---------|
| INDEX | PLAN | TITLE OR DESCRIPTION | METHOD OF CREATION | DEALING |
| 18 | P1789 | LOT 12 DP 224872 F/I 12/224872 | RGG14.11.1958 NO.115 FOL 3524 | ---- |
| | | LOT 13 DP 224872 F/I 13/224872 | RGG14.11.1958 NO.115 FOL 3524 | ---- |
| | | LOT 14 DP 224872 F/I 14/224872 | RGG14.11.1958 NO.115 FOL 3524 | ---- |
| | | LOT 15 DP 224872 F/I 15/224872 | RGG14.11.1958 NO.115 FOL 3524 | ---- |
| | | LOT 16 DP 224872 F/I 16/224872 | RGG14.11.1958 NO.115 FOL 3524 | ---- |
| | | LOT 17 DP 224872 F/I 17/224872 | RGG14.11.1958 NO.115 FOL 3524 | ---- |
| | | LOT 18 DP 224872 F/I 18/224872 | RGG14.11.1958 NO.115 FOL 3524 | ---- |
| 19 | P9040 | LOT 1 SEC 175 DP 241787 F/I 1/175/241787 | RGG 17.1.1969 NO.6 FOL.121 | ----- |
| | | LOT 2 SEC 175 DP 241787 F/I 2/175/241787 | RGG 17.1.1969 NO.6 FOL.121 | ----- |
| | | LOT 6 SEC 175 DP 241787 F/I 6/175/241787 | RGG 17.1.1969 NO.6 FOL.121 | ----- |
| | | LOT 7 SEC 175 DP 241787 F/I 7/175/241787 | RGG 17.1.1969 NO.6 FOL.121 | ----- |
| | | LOT 8 SEC 175 DP 241787 F/I 8/175/241787 | RGG 17.1.1969 NO.6 FOL.121 | ----- |
| | | LOT9 SEC 175 DP 241787 F/I 9/175/241787 | RGG 17.1.1969 NO.6 FOL.121 | ----- |
| | | LOT 10 SEC 175 DP 241787 F/I10/175/241787 | RGG 17.1.1969 NO.6 FOL.121 | ----- |
| | | LOT 11 SEC 175 DP 241787 F/I 11/175/241787 | RGG 17.1.1969 NO.6 FOL.121 | ----- |
| | | LOT 12 SEC 175 DP 241787 F/I 12/175/241787 | RGG 17.1.1969 NO.6 FOL.121 | ----- |
| | | LOT 13 SEC 175 DP 241787 F/I 13/175/241787 | RGG 17.1.1969 NO.6 FOL.121 | ----- |
| | | LOT 14 SEC 175 DP 241787 F/I 14/175/241787 | RGG 17.1.1969 NO.6 FOL.121 | ----- |
| 20 | P9039 | LOT 4 DP 747055 F/I 4/747055 | RGG 17.1.1969 NO.6 FOL.121 | ----- |
| | | LOT 5 DP 747055 F/I 5/747055 | RGG 17.1.1969 NO.6 FOL.121 | ----- |

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| SYDNEY EAST - WARRINGAH NO. 1 132 KV TRANSMISSION LINE | | | | | |
|--|--------|-------------------------|-------------------|--------------------------------|-------|
| | | LOT 6 DP 747055 | F/I 6/747055 | RGG 17.1.1969 NO.6 FOL.121 | ----- |
| | | LOT 1 DP 737413 | F/I 1/737413 | RGG 17.1.1969 NO.6 FOL.121 | ----- |
| | | LOT 2 DP 737413 | F/I 2/737413 | RGG 17.1.1969 NO.6 FOL.121 | ----- |
| 22 | P10286 | LOT 3 SEC 180 DP 243844 | F/I 3/180/243844 | RGG 25.6.1971 NO 67 FOL 2129 | ----- |
| | | LOT 4 SEC 180 DP 243844 | F/I 4/180/243844 | RGG 25.6.1971 NO 67 FOL 2129 | ----- |
| | | LOT 5 SEC 180 DP 243844 | F/I 5/180/243844 | RGG 25.6.1971 NO 67 FOL 2129 | ----- |
| | | LOT 6 SEC 180 DP 243844 | F/I 6/180/243844 | RGG 25.6.1971 NO 67 FOL 2129 | ----- |
| | | LOT 7 SEC 180 DP 243844 | F/I 7/180/243844 | RGG 25.6.1971 NO 67 FOL 2129 | ----- |
| | | LOT 1 SEC 187 DP 243844 | F/I 1/187/243844 | RGG 25.6.1971 NO 67 FOL 2129 | ----- |
| | | LOT 2 SEC 187 DP 243844 | F/I 2/187/243844 | RGG 25.6.1971 NO 67 FOL 2129 | ----- |
| 23 | P1796 | LOT 1 SEC 187 DP 243844 | F/I 1/187/243844 | RGG 14.11.1958 NO.115 FOL.3523 | ----- |
| | | LOT10 SEC 187 DP 243844 | F/I 10/187/243844 | RGG 14.11.1958 NO.115 FOL.3523 | ----- |
| | | LOT 1 DP 855202 | F/I 1/855202 | RGG 14.11.1958 NO.115 FOL.3523 | ----- |
| | | LOT 2 DP 855202 | F/I 2/855202 | RGG 14.11.1958 NO.115 FOL.3523 | ----- |
| | | LOT6 SEC 180 DP 243844 | F/I 6/180/243844 | RGG 14.11.1958 NO.115 FOL.3523 | ----- |
| | | LOT7 SEC 180 DP 243844 | F/I 7/180/243844 | RGG 14.11.1958 NO.115 FOL.3523 | ----- |
| | | LOT8 SEC 180 DP 243844 | F/I 8/180/243844 | RGG 14.11.1958 NO.115 FOL.3523 | ----- |
| 37 | P9219 | LOT 2833 DP 729693 | F/I 2833/729693 | RGG 22.8.1969 NO.98 FOL 3332 | ----- |
| | | LOT 2834 DP 729693 | F/I 2834/729693 | RGG 22.8.1969 NO.98 FOL 3332 | ----- |

| SYDNEY NORTH - OURIMBAH 132 KV TRANSMISSION LINE | | | | | |
|---|-------------|-----------------------------|-----------------|---------------------------------|----------------|
| INDEX | PLAN | TITLE OR DESCRIPTION | | METHOD OF CREATION | DEALING |
| 63A | P11061 | Lot 2 DP241648 | F/I 2/241648 | RGG 8.9.1972 No. 96 Fol.3648 | ----- |
| | | Lot 3 DP241648 | F/I 3/241648 | RGG 29.6.1956 Fol.1809 | ----- |
| 64 | P927 | Lot 1 DP509668 | F/I 1/509668 | RGG 12.10.1951 No.171 Fol --- | ----- |
| | | Lot 2 DP509668 | F/I 2/509668 | RGG 12.10.1951 No.171 Fol --- | ----- |
| | | Lot 2 DP518707 | F/I 2/518707 | RGG 12.10.1951 No.171 Fol --- | ----- |
| 70 | P941 | Lot 34 DP752026 | F/I 34/752026 | RGG 29.6.1956 No.72 Fol.1809 | ----- |
| | | Lot 343 DP752026 | F/I 343/752026 | RGG 29.6.1956 No.72 Fol.1809 | ----- |
| 72 | P2260 | Lot 9 DP863305 | F/I 9/863305 | RGG 24.4.1959 No.50 Fol.1238 | ----- |
| 76 | P2256 | Lot 145 DP9179 | F/I 145/9179 | RGG 24.4.1959 No.50 Fol.1238 | H432981 |
| SYDNEY NORTH - LANE COVE 132 KV TRANSMISSION LINE | | | | | |
| 17 | P6231 | Lot 1 DP 237196 | F/I 1/237196 | RGG 7.10.1966 No 110 Fol 4193 | ----- |
| | | Lot 3 DP 237196 | F/I 3/237196 | RGG 7.10.1966 No 110 Fol 4193 | ----- |
| | | Lot 4 DP 237196 | F/I 4/237196 | RGG 7.10.1966 No 110 Fol 4193 | ----- |
| | | Lot 5 DP 237196 | F/I 5/237196 | RGG 7.10.1966 No 110 Fol 4193 | ----- |
| 54 | P4348 | Lot 11 DP 10463 | F/I 11/10463 | Transfer & Grant | X897475 |
| | | Lot 11A DP 10463 | F/I 11A/10463 | Transfer & Grant | X897475 |
| 46 | P17472 | Lot 11 DP 839054 | F/I 11/839054 | Transfer and Grant | I488741 |
| | | Lot 105 DP 1004599 | F/I 105/1004599 | Transfer and Grant | I488741 |
| 82 | P16943 | Lot 1 DP 701414 | F/I 1/701414 | Transfer and Grant | V965186 |
| SYDNEY EAST - WARRINGAH NO. 2 132 KV TRANSMISSION LINE | | | | | |
| 25 | P7410 | Lot 2833 DP 729693 | F/I 2833/729693 | RGG 28.10.1966 No. 116 Fol 4441 | ----- |
| | | Lot 2834 DP 729693 | F/I 2834/729693 | RGG 28.10.1966 No. 116 Fol 4441 | ----- |

| SYDNEY SOUTH - HOMEBUSH 132 KV TRANSMISSION LINE | | | | |
|---|-------|---|--------------------------------|-----------|
| INDEX | PLAN | TITLE OR DESCRIPTION | METHOD OF CREATION | DEALING |
| 17 | P456 | Lot 10 DP 533657 F/I 10/533657 | Transfer and Grant | F897112 |
| 20 | P259 | Lot 27 DP 700719 F/I 27/700719 | Transfer and Grant | F983919 |
| | | Lot 28 DP 700719 F/I 28/700719 | Transfer and Grant | F983919 |
| | | Lot 29 DP 700719 F/I 29/700719 | Transfer and Grant | F983919 |
| | | Lot 30 DP 700719 F/I 30/700719 | Transfer and Grant | F983919 |
| | | Lot 31 DP 700719 F/I 31/700719 | Transfer and Grant | F983919 |
| | | Lot 32 DP 700719 F/I 32/700719 | Transfer and Grant | F983919 |
| 35 | P3349 | Lots 116 & 117 Sec B DP 1644 Auto Consol 1036-51 | Transfer & Grant | G241698 |
| SYDNEY SOUTH - HOMEBUSH (B'TOWN-H'BUSH) 132 KV T/L | | | | |
| 9 | P1498 | Lot 1 DP 881461 F/I 1/881461 | RGG 18.11.1955 No 132 Fol 3407 | Book 2459 |
| | | Lot 2 DP 881461 F/I 2/881461 | RGG 18.11.1955 No 132 Fol 3407 | No 564 |
| φ | 14 | P397 Lot 1 DP 439111 F/I 1/439111 | (see below) | G241234 φ |
| | 16 | P1504 Lot 1 DP 529166 F/I 1/529166 | ----- | G241234 |
| | 44 | P165 Lot B DP 362003 F/I B/362003 | Transfer & Grant | H684930 |
| | 74 | P168 Lot 2 DP 837839 F/I 2/837839 | Transfer & Grant | G13984 |
| | 108 | P557 Lot B DP317263 F/I B/317263 | RGG 18.9.1953 No.164 Fol 2987 | G241698 |
| | 170 | P453 Lot 100 DP826639 F/I 100/826639 | RGG 21.8.1953 No.146 Fol 2669 | F966001 |
| | | Lot B DP 974110 F/I B/974110 | ----- | F600855 |
| | | Lot 5 Sec 26 DP 477 } Vol 2598 Fol 85 | ----- | F600855 |
| | | Lot A DP 974110 } Vol 2598 Fol 85 X | ----- | F600855 |
| φ | | 1/439111 now :- 1/1021864 | | |


 SHOULD BE VOL.2598 FOL. 86 30.3.2016

| SYDNEY SOUTH - KURNELL 132 KV TRANSMISSION LINE | | | | | |
|---|-------|----------------------|--------------------------|----------------------------------|---------|
| INDEX | PLAN | TITLE OR DESCRIPTION | | METHOD OF CREATION | DEALING |
| 3 | P4525 | Lot 2 | DP 588294 F/I 2/588294 | RGG 30.8.1963 No. 81 Fol. 2573 | ----- |
| 4 | P4444 | Lot 127 | DP 739409 F/I 127/739409 | RGG 17.11.1961 No. 125 Fol. 3673 | ----- |
| | | Lot 128 | DP 739409 F/I 128/739409 | RGG 17.11.1961 No. 125 Fol. 3673 | ----- |
| | | Lot 129 | DP 739409 F/I 129/739409 | RGG 17.11.1961 No. 125 Fol. 3673 | ----- |
| | | Lot 133 | DP 739409 F/I 133/739409 | RGG 17.11.1961 No. 125 Fol. 3673 | ----- |
| | | Lot 1000 | DP789722 F/I 1000/789722 | RGG 17.11.1961 No. 125 Fol. 3673 | ----- |
| | | Lot 101 | DP 775835 F/I 101/775835 | RGG 17.11.1961 No. 125 Fol. 3673 | ----- |
| | | Lot 102 | DP775835 F/I 102/775835 | RGG 17.11.1961 No. 125 Fol. 3673 | ----- |
| | | Lot 103 | DP 775835 F/I 103/775835 | RGG 17.11.1961 No. 125 Fol. 3673 | ----- |
| | | Lot 9 | DP718526 F/I 9/718526 | RGG 17.11.1961 No. 125 Fol. 3673 | ----- |
| | | Lot 10 | DP718526 F/I 10/718526 | RGG 17.11.1961 No. 125 Fol. 3673 | ----- |
| | | Lot 11 | DP718526 F/I 11/718526 | RGG 17.11.1961 No. 125 Fol. 3673 | ----- |
| | | Lot 12 | DP718526 F/I 12/718526 | RGG 17.11.1961 No. 125 Fol. 3673 | ----- |
| | | Lot 13 | DP718526 F/I 13/718526 | RGG 17.11.1961 No. 125 Fol. 3673 | ----- |
| | | Lot 14 | DP718526 F/I 14/718526 | RGG 17.11.1961 No. 125 Fol. 3673 | ----- |
| | | Lot 17 | DP718526 F/I 17/718526 | RGG 17.11.1961 No. 125 Fol. 3673 | ----- |
| | | Lot 201 | DP859746 F/I 201/859746 | RGG 17.11.1961 No. 125 Fol. 3673 | ----- |
| | | Lot 21 | DP718526 F/I 21/718526 | RGG 17.11.1961 No. 125 Fol. 3673 | ----- |
| | | Lot 22 | DP718526 F/I 22/718526 | RGG 17.11.1961 No. 125 Fol. 3673 | ----- |
| | | Lot 23 | DP718526 F/I 23/718526 | RGG 17.11.1961 No. 125 Fol. 3673 | ----- |

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SYDNEY SOUTH - KURNELL 132KV TRANSMISSION LINE

| | | | | |
|-----|-------|---------------------------------------|----------------------------------|---------------|
| | | Lot 24 DP718526 F/I 24/718526 | RGG 17.11.1961 No. 125 Fol. 3673 | ----- |
| | | Lot 25 DP718526 F/I 25/718526 | RGG 17.11.1961 No. 125 Fol. 3673 | ----- |
| | | Lot 35 DP718526 F/I 35/718526 | RGG 17.11.1961 No. 125 Fol. 3673 | ----- |
| 5 | P4526 | Lot 1 DP 713983 F/I 1/713983 | RGG 30.8.1963 No.81 Fol. 2573 | ----- |
| 8 | P4580 | Lot 7 DP 701377 F/I 7/701377 | RGG 30.8.1963 No. 81 Fol. 2573 | ----- |
| 13 | P4585 | Lot 8 DP 883500 F/I 8/883500 * | RGG 30.8.1963 No. 81 Fol. 2574 | (see below) |
| | | Lot 14 DP 883500 F/I 14/883500 | RGG 30.8.1963 No. 81 Fol. 2574 | ----- |
| | | Lot 9 DP 883500 F/I 9/883500 } ϕ | RGG 30.8.1963 No. 81 Fol. 2574 | } (see below) |
| | | Lot 10 DP 883500 F/I 10/883500 | RGG 30.8.1963 No. 81 Fol. 2574 | |
| | | Lot 290 DP 752034 F/I 290/752034 | RGG 30.8.1963 No. 81 Fol. 2574 | ----- |
| | | Lot 1 DP 542785 F/I 1/542785 | RGG 30.8.1963 No. 81 Fol. 2574 | K773104 |
| | | Lot 2 DP 542785 F/I 2/542785 | RGG 30.8.1963 No. 81 Fol. 2574 | K773104 |
| | | Lot 480 DP 262275 F/I 480/262275 | RGG 30.8.1963 No. 81 Fol. 2574 | ----- |
| | | Lot 481 DP 262275 F/I 481/262275 | RGG 30.8.1963 No. 81 Fol. 2574 | ----- |
| | | Lot 439 DP 262275 F/I 439/262275 | RGG 30.8.1963 No. 81 Fol. 2574 | ----- |
| | | Lot 440 DP 262275 F/I 440/262275 | RGG 30.8.1963 No. 81 Fol. 2574 | ----- |
| 13A | P9146 | Lot 17 DP 712916 F/I 17/712916 | RGG 2.5.1969 No.53 Fol. 1603 | ----- |
| | | Lot 18 DP 712916 F/I 18/712916 | RGG 2.5.1969 No.53 Fol. 1603 | ----- |
| | | Lot 20 DP 712916 F/I 20/712916 | RGG 2.5.1969 No.53 Fol. 1603 | ----- |
| | | Lot 21 DP 712916 F/I 21/712916 | RGG 2.5.1969 No.53 Fol. 1603 | ----- |

* 8/883500 now: - CP/SP64734

ϕ 9-10/883500 now: - CP/SP64733

| SYDNEY SOUTH-KURNEL 132 KV TRANSMISSION LINE | | | | | | |
|--|--------|---|--|--|---------|--|
| INDEX | PLAN | TITLE OR DESCRIPTION | METHOD OF CREATION | | DEALING | |
| 13A | P9146 | Lot 30 DP 712916 F/I 30/712916 | RGG 2.5.1969 No.53 Fol. 1603 | | ----- | |
| | | Lot 31 DP 712916 F/I 31/712916 | RGG 2.5.1969 No.53 Fol. 1603 | | ----- | |
| | | Lot 32 DP 712916 F/I 32/712916 | RGG 2.5.1969 No.53 Fol. 1603 | | ----- | |
| | | Lot 6 DP 712916 F/I 6/712916 | RGG 2.5.1969 No.53 Fol. 1603 | | ----- | |
| | | Lot 7 DP 712916 F/I 7/712916 | RGG 2.5.1969 No.53 Fol. 1603 | | ----- | |
| | | Lot 8 DP 712916 F/I 8/712916 | RGG 2.5.1969 No.53 Fol. 1603 | | ----- | |
| 14 | P4529 | Lot 4 DP 861620 F/I 4/861620 | RGG 9.2.1962 No.22 Fol. 647 | | J726202 | |
| 15 | P4530 | Lot 1 DP 8409 F/I 1/8409 | RGG 30.8.1963 No.81 Fol. 2574 | | J962793 | |
| | | Lot 2 DP 8409 F/I 2/8409 | RGG 30.8.1963 No.81 Fol. 2574 | | J962793 | |
| | | Lot 3 DP 8409 F/I 3/8409 | RGG 30.8.1963 No.81 Fol. 2574 | | J962793 | |
| 16A | P9147 | Lot 1230 DP 821652 F/I 1230/821652 | RGG 2.5.1969 No.53 Fol.1604 | | ----- | |
| 17 | P45318 | Lot 1238 DP 824066 F/I 1238/824066 | RGG 29.5.64 No.68 Fol. 1694 | | ----- | |
| | | Lot 1240 DP 824066 F/I 1240/824066 | RGG 29.5.64 No.68 Fol. 1694 | | ----- | |
| | | Lot 1241 DP 824066 F/I 1241/824066 | RGG 29.5.64 No.68 Fol. 1694 | | ----- | |
| 32A | P9148 | Lot 1141 DP 752064 F/I 1141/752064 | RGG 2.5.1969 No.53 Fol. 1604 | | ----- | |
| | | Lot 1142 DP 752064 F/I 1142/752064 | RGG 2.5.1969 No.53 Fol. 1604 | | ----- | |
| 47 | P4598 | Lot 1 DP 248262 F/I 1/248262 | RGG 13.12.1963 No.126 Fol.3675 | | ----- | |
| | | Lot 2 DP 234622 F/I 2/234622 | RGG 13.12.1963 No.126 Fol.3675 | | J847448 | |
| 49 | P4565 | Lot 473 DP 843746 F/I 473/843746 | RGG 18.5.1962 No.47 Fol. 1401 | | J114966 | |

| SYDNEY SOUTH-KURNEL 132 KV TRANSMISSION LINE | | | | | | |
|---|---------|---------|-----------|-------------------|------------------------------|---------|
| 52B | P5106C | Lot 101 | DP 777967 | F/I 101/777967 | RGG 13.1.1967 No.4 Fol.75 | K768766 |
| | | Lot 102 | DP 777967 | F/I 102/777967 | RGG 13.1.1967 No.4 Fol.75 | K768766 |
| | | Lot 115 | DP 777967 | F/I 115/777967 | RGG 13.1.1967 No.4 Fol.75 | K768766 |
| | | Lot 1 | DP 126711 | Vol.1776 Fol. 25 | RGG 13.1.1967 No.4 Fol.75 | K768766 |
| | | Lot 2 | DP 126711 | Vol. 1776 Fol. 25 | RGG 13.1.1967 No.4 Fol.75 | K768766 |
| | | Lot 3 | DP 126711 | Vol. 1776 Fol. 25 | RGG 13.1.1967 No.4 Fol.75 | K768766 |
| | | Lot 5 | DP 126709 | Vol. 1776 Fol. 25 | RGG 13.1.1967 No.4 Fol.75 | K768766 |
| 64 | P 18228 | Lot 632 | DP 236476 | F/I 632/236476 | ----- | Z923694 |
| | | Lot 22 | DP 712916 | F/I 22/712916 | RGG 2.5.1969 No.53 Fol. 1603 | ----- |
| | | Lot 23 | DP 712916 | F/I 23/712916 | RGG 2.5.1969 No.53 Fol. 1603 | ----- |
| | | Lot 24 | DP 712916 | F/I 24/712916 | RGG 2.5.1969 No.53 Fol. 1603 | ----- |
| | | Lot 25 | DP 712916 | F/I 25/712916 | RGG 2.5.1969 No.53 Fol. 1603 | ----- |
| | | Lot 26 | DP 712916 | F/I 26/712916 | RGG 2.5.1969 No.53 Fol. 1603 | ----- |
| | | Lot 27 | DP 712916 | F/I 27/712916 | RGG 2.5.1969 No.53 Fol. 1603 | ----- |
| | | Lot 28 | DP 712916 | F/I 28/712916 | RGG 2.5.1969 No.53 Fol. 1603 | ----- |
| | | Lot 29 | DP 712916 | F/I 29/712916 | RGG 2.5.1969 No.53 Fol. 1603 | ----- |

U

| SYDNEY SOUTH - PEAKHURST NO. 1 132 KV TRANSMISSION LINE | | | | |
|--|-------------|----------------------------------|--------------------------------|---------------------|
| INDEX | PLAN | TITLE OR DESCRIPTION | METHOD OF CREATION | DEALING |
| 13 | P3483 | Lot 63 DP 26198 F/I 63/26198 | RGG 19.2.1960 No. 28 Fol 458 | H 478703 |
| 19 | P5803 | Lot 2 DP 588294 F/I 2/588294 | RGG 24.7.1964 No. 89 Fol 2314 | ----- |
| SYDNEY SOUTH - PEAKHURST - CANTERBURY U/C | | | | |
| 1 | ----- | Lot 1 DP 795310 F/I 1/795310 | Grant of Easement | Book 3209 No 358 |
| 2 | P8755 | Lot 836 DP 13496 F/I 836/13496 | RGG 25.10.1968 No 126 Fol 4258 | L276520 |
| VALES POINT - MUNMORAH 33 KV TRANSMISSION LINE | | | | |
| 5 | P6380A | Lot 62 DP 755266 F/I 62/755266 | RGG 30.9.1966 No. 105 Fol 4008 | ----- |
| 7 | P6378A | Lot 49 DP 707586 F/I 49/707586 | RGG 30.9.1966 No. 105 Fol 4008 | ----- |
| | | Lot 8 DP 240685 F/I 8/240685 | RGG 30.9.1966 No. 105 Fol 4008 | |
| WHITE BAY - ROZELLE - HOMEBUSH 132 KV U/C | | | | |
| 2 | P16898 | Lot 1 DP 807747 F/I 1/807747 | RGG 3.8.1984 No. 121 Fol 4049 | ----- |
| | | Lot 663 DP 729277 F/I 663/729277 | RGG 3.8.1984 No. 121 Fol 4049 | ----- |
| WILLOUGHBY - EAST LINDFIELD 132 KV U/C | | | | |
| 8 | | Lot 402 DP 12317 F/I 402/12317 | RGG 14.9.1973 No. 121 Fol 4077 | L 965248 |
| SYDNEY SOUTH - TALLAWARRA 132 KV TRANSMISSION LINE | | | | |
| 3 | P1303 | Lot 8 DP 262955 F/I 8/262955 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| | | Lot 11 DP 262955 F/I 11/262955 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| | | Lot 14 DP 262955 F/I 14/262955 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| | | Lot 90 DP 631506 F/I 90/631506 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| | | Lot 91 DP 631506 F/I 91/631506 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| | | Lot 1 DP 262722 F/I 1/262722 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| | | CP/SP51822 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| | | Lot 101 DP 786819 F/I 101/786819 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |

V

SYDNEY SOUTH - TALLAWARRA 132KV TRANSMISSION LINE

| | | | | |
|---|-------|----------------------------------|-------------------------------|------|
| | | Lot 30 DP 263491 F/I 30/263491 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| | | Lot 31 DP 263491 F/I 31/263491 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| | | Lot 32 DP 263491 F/I 32/263491 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| | | Lot 33 DP 263491 F/I 33/263491 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| | | Lot 34 DP 263491 F/I 34/263491 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| | | Lot 35 DP 263491 F/I 35/263491 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| | | Lot 36 DP 263491 F/I 36/263491 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| | | Lot 575 DP 723633 F/I 575/723633 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| | | Lot 17 DP 263301 F/I 17/263301 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| | | Lot 18 DP 263301 F/I 18/263301 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| | | Lot 19 DP 263301 F/I 19/263301 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| | | Lot 20 DP 263301 F/I 20/263301 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| | | Lot 21 DP 263301 F/I 21/263301 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| | | Lot 5 DP 264049 F/I 5/264049 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| | | Lot 22 DP 263492 F/I 22/263492 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| | | Lot 23 DP 263492 F/I 23/263492 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| 4 | P1304 | Lot 88 DP 260306 F/I 88/260306 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| | | Lot 89 DP 260306 F/I 89/260306 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| | | Lot 90 DP 260306 F/I 90/260306 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| | | Lot 91 DP 260306 F/I 91/260306 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |

W

SYDNEY SOUTH - TALLAWARRA 132KV TRANSMISSION LINE

| | | | | | | |
|----|-------|---------|-----------|----------------|-------------------------------|------|
| | | Lot 94 | DP 260306 | F/I 94/260306 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| | | Lot 95 | DP 260306 | F/I 95/260306 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| | | Lot 97 | DP 260306 | F/I 97/260306 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| | | Lot 98 | DP 260306 | F/I 98/260306 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| | | Lot 101 | DP 260306 | F/I 101/260306 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| | | Lot 102 | DP 260306 | F/I 102/260306 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| | | Lot 103 | DP 260306 | F/I 103/260306 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| | | Lot 104 | DP 260306 | F/I 104/260306 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| | | Lot 105 | DP 260306 | F/I 105/260306 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| | | Lot 106 | DP 260306 | F/I 106/260306 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| | | Lot 27 | DP 260121 | F/I 27/260121 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| | | Lot 28 | DP 260121 | F/I 28/260121 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| | | Lot 29 | DP 260121 | F/I 29/260121 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| | | Lot 30 | DP 260121 | F/I 30/260121 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| | | Lot 31 | DP 260121 | F/I 31/260121 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| | | Lot 37 | DP 260121 | F/I 37/260121 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| | | Lot 38 | DP 260121 | F/I 38/260121 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| | | Lot 92 | DP 260306 | F/I 92/260306 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| | | Lot 96 | DP 260306 | F/I 96/260306 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |
| 32 | P1330 | Lot 710 | DP 752033 | F/I 710/752033 | RGG 10.5.1957 No. 53 Fol 1473 | ---- |

Y

| SYDNEY EAST-WILLOUGHBY 132 KV TRANSMISSION LINE | | | | |
|---|--------|--|--------------------------------|---------|
| INDEX | PLAN | TITLE OR DESCRIPTION | METHOD OF CREATION | DEALING |
| | P10928 | Lot 16 Sec 164 DP 242262 F/I 16/164/242262 | RGG 30.3.1972 No 35 Fol 1112 | ----- |
| | P10928 | Lot 17 Sec 164 DP 242262 F/I 17/164/242262 | RGG 30.3.1972 No 35 Fol 1111 | ----- |
| | P10928 | Lot 2 Sec 163 DP 242266 F/I 2/163/242266 | RGG 30.3.1972 No 35 Fol 1111 | ----- |
| | P10928 | Lot 2 Sec 162 DP 242266 F/I 2/162/242266 | RGG 30.3.1972 No 35 Fol 1111 | ----- |
| | P10928 | Lot 51 DP 826470 F/I 51/826470 | RGG 30.6.1972 No 68 Fol 2536 | ----- |
| | P10928 | Lot 1 Sec 164 DP 242262 F/I 1/164/242262 | RGG 30.3.1972 No 35 Fol 1111 | ----- |
| | P10928 | Lot 2 Sec 164 DP 242262 F/I 2/164/242262 | RGG 30.3.1972 No 35 Fol 1111 | ----- |
| | P10928 | Lot 3 Sec 164 DP 242262 F/I 3/164/242262 | RGG 30.3.1972 No 35 Fol 1111 | ----- |
| | P10928 | Lot 4 Sec 164 DP 242262 F/I 4/164/242262 | RGG 30.3.1972 No 35 Fol 1111 | ----- |
| | P10930 | Lot 1 DP 242383 F/I 1/242383 | RGG 30.3.1972 No 35 Fol 1111 | ----- |
| | P11067 | Lot 1 DP 242615 F/I 1/242615 | RGG 30.6.1972 No 68 Fol 2536 | ----- |
| | P11067 | Lot 2 DP 242615 F/I 2/242615 | RGG 30.6.1972 No 68 Fol 2536 | ----- |
| | P11067 | Lot 3 DP 242615 F/I 3/242615 | RGG 30.6.1972 No 68 Fol 2536 | ----- |
| | P11067 | Lot 4 DP 242615 F/I 4/242615 | RGG 30.6.1972 No 68 Fol 2536 | ----- |
| | P11067 | Lot 5 DP 242615 F/I 5/242615 | RGG 30.6.1972 No 68 Fol 2536 | ----- |
| | P11098 | Lot 1 Sec 192 DP 245930 F/I 1/192/245930 | RGG 17.11.1972 No 122 Fol 4589 | |
| | P5421 | Lot 4 Sec 192 DP 245930 F/I 4/192/245930 | RGG 5.3.1965 No 34 Fol 671 | |
| | P5421 | Lot 5 Sec 192 DP 245930 F/I 5/192/245930 | RGG 17.11.1972 No 122 Fol 4589 | |
| | P11098 | Lot 6 Sec 192 DP 245930 F/I 6/192/245930 | RGG 17.11.1972 No 122 Fol 4589 | |
| | P11098 | Lot 7 Sec 192 DP 245930 F/I 7/192/245930 | RGG 17.11.1972 No 122 Fol 4589 | |

TOMAGO - TAREE 132KV TRANSMISSION LINE

| INDEX | PLAN | TITLE OR DESCRIPTION | METHOD OF CREATION | DEALING |
|---|------------------|---|--|--------------------|
| Tomago - Taree 132Kv Transmission line | | | | |
| 31 | P4397 | Lot 30 DP 659222 F/I 30/659222 | RGG 13.3.1964 No 29 Fol 862 | J892295 |
| 36 | P4400 | Lot 1783 DP 609636 F/I 1783/609636 | RGG 13.3.1964 No 29 Fol 863 | J892295 |
| Newcastle - Tomago 8NA 132Kv Transmission line | | | | |
| 24 | P6732 | Lot 104 DP 1000408 F/I 104/1000408 | Transfer and Grant | J 181471 |
| | | Lot 107 DP 1000408 F/I 107/1000408 | Transfer and Grant | J 181471 |
| | | Lot 104 DP 1000408 F/I 104/1000408 | RGG 18.3.1966 No 30 Fol 1181 | K 453732 |
| | | Lot 107 DP 1000408 F/I 107/1000408 | RGG 18.3.1966 No 30 Fol 1181 | K 453732 |
| Kurri - Stroud Road F 860 66kV Transmission Line | | | | |
| 1A | P14474 | Lot 1 DP 773714 F/I 1/773714 | RGG 9.6.1978 No 64 Fol 2219 | DP 595115 |
| 22 | P2383 | Lot 19 DP 738348 F/I 19/738348 | RGG 19.12.1958 No 126 Fol 3908 | ----- |
| | | Lot 121 DP 526671 F/I 121/526671 | Grant of Easement | Book 3411 No 47 |
| Singleton - Kurri 953 132 Kv Transmission Line | | | | |
| 26 | P4866 | LOT 130 DP 348186 F/I 130/348186 | RGG 19.2.1965 No 25 Fol 484 | K427999 |
| WANGI-ERARING 952 132 kv Transmission Line | | | | |
| 18531/1 | | Lot 384 DP 727264 F/I 384/727264 | RGG 18.3.1966 Fol 1179 | ----- |
| SINGLETON 132 kv Transmission Line Outlets | | | | |
| | | Lot 2 DP 616940 F/I 2/616940 | Transfer and Grant | S849249 |
| SYDNEY EAST-WILLOUGHBY 132 KV TRANSMISSION LINE | | | | |
| | P11098 | Lot 8 Sec 192 DP 245930 F/I 8/192/245930 | RGG 17.11.1972 No 122 Fol 4589 | |
| | P11098 | Lot 9 Sec 192 DP 245930 F/I 9/192/245930 | RGG 17.11.1972 No 122 Fol 4589 | |
| | P11098 | Lot 10 Sec 192 DP 245930 F/I 10/192/245930 | RGG 17.11.1972 No 122 Fol 4589 | |
| | | Lot 10 DP 225344 F/I 10/225344 | RGG 14.11.1958 No 115 Fol 3523 | ----- |

(G)

STANDARD EXECUTION

Certified correct for the purposes of the Real Property Act 1900.
Signed in my presence by the Applicant who is personally known to me.

DATE 12th February 2001


.....
Signature of Witness

MICHAEL L. DENNIS
.....
Name of Witness (BLOCK LETTERS)

25 CLAREMONT CIRCUIT GARDEN STATE
.....
Address of Witness


.....
Signature of Applicant

EXECUTION INCLUDING STATUTORY DECLARATION

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

.....
Signature of Witness

.....
Name of Witness (BLOCK LETTERS)

.....
Address and Qualification of Witness

.....
Signature of Applicant

Use this side only for Second Schedule directions

DO NOT USE BOTH SIDES OF THIS FORM

SECOND SCHEDULE AND OTHER DIRECTIONS

| FOLIO IDENTIFIER | DIRECTION | NOTFN TYPE | DEALING NUMBER | DETAILS |
|--|------------|-------------|-----------------|-----------------|
| 4/38265 } 5/38265 } | UNDR ON | EAI UEVE | Bx 2888 No. 155 | EnergyAustralia |
| 1/860632 } 2/860632 } | UNDR ON | AA UEVE | | EnergyAustralia |
| 1/262890 } 5/262890 } | UNDR ON | AB UEVE | | EnergyAustralia |
| 2/864941 } | ON | UEVE | | EnergyAustralia |
| CP/SP36190 | UNDR ON | EAI UEVE | DPS62672 | EnergyAustralia |
| 1/747565 } 201/881306 } 202/1016081 } 101/1015082 } 102/1015082 } 103/1015082 } 104/1015082 } 105/1015082 } | UNDR ON | EAI UEVE | | EnergyAustralia |
| 1/270055 } 6/270055 } | | | | |

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SECOND SCHEDULE AND OTHER DIRECTIONS

| FOLIO IDENTIFIER | DIRECTION | NOTFN TYPE | DEALING NUMBER | DETAILS |
|------------------|-----------|------------|----------------|------------------------------------|
| 5003-18 | UNDR | EBI | G651961 | |
| | ON | UEVE | | Energy Australia |
| 1\|783640 | UNDR | EBI | BK3748ND855 | |
| | ON | UEVE | | Energy Australia |
| 1\|799977 | UNDR | AA | | Energy Australia |
| CP\|SP5863 | | | | |
| 1\|770022 | | | | |
| 1\|579438 | ON | UEVE | | |
| CP\|SP5968 | UNDR | EBI | | |
| | ON | UEVE | | Energy Australia |
| 2\|562471 | UNDR | EBI | G873497 | |
| | ON | UEVE | | Energy Australia |
| 2\|875357 | UNDR | EAI | | Energy Australia |
| 1\|242004 | | | | |
| 1\|844947 | | | | |
| 677\|729635 | | | | |
| 678\|729635 | ON | UEVE | | |
| 1\|701057 | UNDR | EBI | H406784 | |
| | ON | UEVE | | Energy Australia |
| 1\|1003932 | UNDR | EAI | J448031 | |
| | ON | UEVE | | Energy Australia |
| 4\|324031 | UNDR | EAI | Z9116395 | |
| | ON | UEVE | | Energy Australia |
| 481\|755242 | UNDR | EAI | W3066600 | |
| | ON | UEVE | | Energy Australia |
| 14519-128 | UNDR | EAI | SS29582 | |
| | ON | UEVE | | Energy Australia affecting lot 101 |

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SECOND SCHEDULE AND OTHER DIRECTIONS

| FOLIO IDENTIFIER | DIRECTION | NOTFN TYPE | DEALING NUMBER | DETAILS |
|------------------|-----------|------------|----------------|--|
| 133/729956 | UNDR | EAFI | | Energy Australia |
| 2/789433 | | | | |
| 12210-42 | | | | |
| | ON | UEVE | | |
| 170/755218 | UNDR | AB | | Energy Australia |
| | | | | |
| 152/755218 | UNDR | AC | | Energy Australia |
| | | | | |
| 1/817815 | UNDR | EBI | E585372 | Energy Australia |
| | | | | |
| 183/851197 | UNDR | EBI | E583425 | Energy Australia |
| 338/880842 | | | | |
| 339/880842 | | | | |
| 355/880842 | | | | |
| 373/880842 | | | | |
| 605/102140 | | | | |
| 385/727264 | UNDR | AA | | Energy Australia |
| | | | | |
| CP/SP32480 | UNDR | RY | | G379896 Easement for transmission line 15.24 wide now vested in Energy Australia |
| CP/SP33188 | | | | |
| CP/SP34071 | | | | |
| 1/775012 | | | | |
| 2/775012 | ON | UA | | |
| 3/775012 | | | | |
| 80/10147 | UNDR | EZI | G379896 | Energy Australia |
| | | | | |
| 81/10147 | UNDR | EXI | G379896 | Energy Australia |
| | | | | |
| 3/880537 | UNDR | EAFI | G379896 | Energy Australia |
| 498/550299 | | | | |
| | | | | Energy Australia |
| | | | | Easement now vested in |

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SECOND SCHEDULE AND OTHER DIRECTIONS

| FOLIO IDENTIFIER | DIRECTION | NOTFN TYPE | DEALING NUMBER | DETAILS | | |
|------------------|-----------|------------|----------------|-----------------|----|------|
| 1/248957 | UNDR | EPI | L257357 | EnergyAustralia | | |
| 30/248957 | | UEVE | | | | |
| 402/252998 | UNDR | EPI | DP252998 | EnergyAustralia | | |
| 403/252998 | | | | | | |
| 449/252998 | | | | | | |
| 450/252998 | | | | | | |
| 40/260121 | ON | UEVE | | | | |
| 431/252998 | UNDR | EPI | DP252998 | EnergyAustralia | | |
| | | ON | UEVE | | | |
| 7/2/255461 | UNDR | AA | | EnergyAustralia | | |
| 8/2/255461 | | | | | | |
| 9/2/255461 | | | | | ON | UEVE |
| 38/260121 | UNDR | EPI | | EnergyAustralia | | |
| 39/260121 | | | | | | |
| 42/260121 | | | | | | |
| 43/260121 | | | | | | |
| 47/260121 | | | | | ON | UEVE |
| 50/260121 | | | | | | |
| 51/260121 | | | | | | |
| 431/252998 | OFF | BA | | | | |
| 449/252998 | | | | | | |

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SECOND SCHEDULE AND OTHER DIRECTIONS

| FOLIO IDENTIFIER | DIRECTION | NOTFN TYPE | DEALING NUMBER | DETAILS | | | | |
|--|------------|-------------|----------------|---------------------------------------|------------|-------------|---------|-----------------|
| 3703-45 | UNDR ON | EX1 UEVE | FB16924 | EnergyAustralia affecting lot 6 | | | | |
| 41/261760 | UNDR ON | EBI UEVE | Q33572 | EnergyAustralia | | | | |
| 1095/31839 | UNDR ON | EAI UEVE | J120341 | EnergyAustralia | | | | |
| CP/SP64896 | UNDR ON | RY UA | | H955014 now vested in EnergyAustralia | | | | |
| 1/102366 | UNDR ON | EBI UEVE | H955014 | EnergyAustralia | | | | |
| 3/A/1644 | UNDR ON | EBI UEVE | | EnergyAustralia | | | | |
| 1230/821652 | UNDR ON | EAI UEVE | | EnergyAustralia | | | | |
| 1242/824066 46/170/249600 47/170/249600 48/170/249600 49/170/249600 50/170/249600 | UNDR ON | EAI UEVE | | EnergyAustralia | | | | |
| A/400901 | | | | | UNDR ON | EX1 UEVE | 919577 | energyAustralia |
| 1/23406 | | | | | UNDR ON | EAI UEVE | FB16926 | EnergyAustralia |
| 51/170/249600 | | | | | UNDR ON | AA UEVE | | EnergyAustralia |
| 10/89/251100 | | | | | UNDR ON | EAI UEVE | T939927 | EnergyAustralia |

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SECOND SCHEDULE AND OTHER DIRECTIONS

| FOLIO IDENTIFIER | DIRECTION | NOTFN TYPE | DEALING NUMBER | DETAILS |
|------------------|-----------|------------|----------------|-----------------|
| 6\|741055 | UNDR | AB | | |
| | ON | VEVE | | EnergyAustralia |
| 1\|737413 | UNDR | AA | | |
| 2\|737413 | ON | VEVE | | EnergyAustralia |
| 3\|180\|243844 | | | | |
| 4\|180\|243844 | | | | |
| 5\|180\|243844 | | | | |
| 6\|180\|243844 | | | | |
| 7\|180\|243844 | | | | |
| 2\|187\|243844 | UNDR | EAI | | |
| 1\|187\|243844 | ON | VEVE | | EnergyAustralia |
| 10\|187\|243844 | | | | |
| 1\|855202 | | | | |
| 2\|855202 | | | | |
| 8\|180\|243844 | | | | |
| 1\|187\|243844 | | | | |
| 6\|180\|243844 | | | | |
| 7\|180\|243844 | UNDR | EAI | | |
| 2833\|729693 | ON | VEVE | | EnergyAustralia |
| 2834\|729693 | | | | |

Use this side only for Second Schedule directions

DO NOT USE BOTH SIDES OF THIS FORM

SECOND SCHEDULE AND OTHER DIRECTIONS

| FOLIO IDENTIFIER | DIRECTION | NOTFN TYPE | DEALING NUMBER | DETAILS | |
|------------------|-----------|------------|----------------|---|-----------------|
| 2/241648 | UNDR AA | | | | |
| 3/241648 | | | | | |
| 1/509668 | | | | | |
| 2/509668 | ON | UEVE | | EnergyAustralia | |
| 2/518707 | | | | | |
| 34/752026 | UNDR | EBI | | | |
| | ON | UEVE | | EnergyAustralia | |
| 243/752026 | | | | | |
| 9/863305 | | | | | |
| 1/237196 | UNDR EAI | | | | |
| 3/237196 | | | | | |
| 4/237196 | | ON | UEVE | | EnergyAustralia |
| 5/237196 | | | | | |
| 2833/729693 | | | | | |
| 2834/729693 | | | | | |
| 145/1179 | UNDR | EAI | H432981 | | |
| | ON | UEVE | | EnergyAustralia | |
| 11/10463 | UNDR | EAI | X897475 | | |
| 11A/10463 | ON | UEVE | | EnergyAustralia | |
| 11/839054 | UNDR | RY | | | |
| | ON | UA | | I488741 Easement for transmission line 30.48 wide now vested in EnergyAustralia | |
| 105/100439 | UNDR | ETLI | I488741 | | |
| | ON | UEVE | | EnergyAustralia | |
| 1/701414 | UNDR | EAI | V965186 | | |
| | ON | UEVE | | EnergyAustralia | |

Use this side only for Second Schedule directions

DO NOT USE BOTH SIDES OF THIS FORM

SECOND SCHEDULE AND OTHER DIRECTIONS

| FOLIO IDENTIFIER | DIRECTION | NOTFN TYPE | DEALING NUMBER | DETAILS |
|------------------|------------|-------------|----------------|---------------------------------------|
| 10/533657 | UNDR ON | EBI UEVE | F897112 | EnergyAustralia |
| 27/700719 | | | | |
| 28/700719 | | | | |
| 29/700719 | UNDR | EAI | F983919 | |
| 30/700719 | ON | UEVE | | EnergyAustralia |
| 31/700719 | | | | |
| 32/700719 | UNDR ON | EBI UEVE | F983919 | EnergyAustralia |
| 1036-51 | UNDR ON | EXI UEVE | 9241698 | EnergyAustralia |
| 1/881461 | UNDR | EBI | BK 2459 20564 | |
| 2/881461 | ON | UEVE | | EnergyAustralia |
| 1/021864 | UNDR ON | EXI UEVE | 9241234 | EnergyAustralia |
| 1/529166 | UNDR ON | EBI UEVE | 9241234 | EnergyAustralia |
| 8/362003 | UNDR ON | EAI UEVE | H684930 | EnergyAustralia |
| 2/837839 | UNDR ON | EAI UEVE | 913984 | EnergyAustralia |
| 100/826639 | UNDR ON | RY UA | | F966001 now vested in EnergyAustralia |
| 8/974110 | UNDR | EXI | F600855 | |
| 2598-85 | ON | UEVE | | EnergyAustralia |
| 8/317263 | UNDR ON | EXI UEVE | 9241698 | EnergyAustralia |

Use this side only for Second Schedule directions

DO NOT USE BOTH SIDES OF THIS FORM

SECOND SCHEDULE AND OTHER DIRECTIONS

| FOLIO IDENTIFIER | DIRECTION | NOTFN TYPE | DEALING NUMBER | DETAILS | | | | |
|------------------|------------|------------|----------------|-----------------|----------|--|--|-----------------|
| 2\|588294 | UNDR ON | AA UEVE | | EnergyAustralia | | | | |
| 127\|39409 | | | | | | | | |
| 128\|39409 | | | | | | | | |
| 129\|39409 | | | | | | | | |
| 133\|39409 | | | | | | | | |
| 1000\|789722 | | | | | | | | |
| 101\|775835 | | | | | | | | |
| 102\|775835 | | | | | | | | |
| 103\|775835 | | | | | | | | |
| 9\|718526 | | | | | UNDR EAI | | | EnergyAustralia |
| 10\|718526 | | | | | ON UEVE | | | |
| 11\|718526 | | | | | | | | |
| 12 718526 | | | | | | | | |
| 13 718526 | | | | | | | | |
| 14 718526 | | | | | | | | |
| 17 718526 | | | | | | | | |
| 20 859746 | | | | | | | | |
| 21 718526 | | | | | | | | |
| 22 718526 | | | | | | | | |
| 23 718526 | | | | | | | | |

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DO NOT USE BOTH SIDES OF THIS FORM

SECOND SCHEDULE AND OTHER DIRECTIONS

| FOLIO IDENTIFIER | DIRECTION | NOTFN TYPE | DEALING NUMBER | DETAILS |
|------------------|-----------|------------|----------------|---------------------------|
| 63\|26198 | UNDR | EAI | H478703 | |
| | ON | UA : | | Energy Australia |
| 2\|588294 | UNDR | AB | | Energy Australia |
| CP\|SP51822 | | | | |
| 10\|786819 | ON | UEVE | | |
| 1\|795310 | UNDR | EAI | | Energy Australia |
| 4A\|707586 | | | | |
| 663\|72927 | ON | UEVE | | |
| 8\|262955 | | | | |
| 11\|262955 | | | | |
| 14\|262955 | | | | |
| 836\|B496 | UNDR | EAI | L276520 | |
| | ON | UA : | | Energy Australia |
| 62\|755266 | UNDR | AA | | Energy Australia |
| 1\|807747 | | | | |
| 90\|631506 | ON | UEVE | | |
| 91\|631506 | | | | |
| 1\|262722 | | | | |
| 402\|12317 | UNDR | EAI | L965248 | |
| | ON | UA | | Energy Australia |
| 14\|262955 | OFF | BA | S450587 | |
| | | | | of easement now vested in |

Use this side only for Second Schedule directions

DO NOT USE BOTH SIDES OF THIS FORM

SECOND SCHEDULE AND OTHER DIRECTIONS

| FOLIO IDENTIFIER | DIRECTION | NOTFN TYPE | DEALING NUMBER | DETAILS |
|------------------|-----------|------------|----------------|---|
| 30\|263491 | | | | |
| 31\|263491 | | | | |
| 32\|263491 | | | | |
| 33\|263491 | UNDR AA | | | |
| 34\|263491 | ON UEVE | | | EnergyAustralia |
| 35\|263491 | | | | |
| 36\|263491 | | | | |
| 575\|723633 | UNDR RY | | | |
| | ON UA | | | DP723633 easement now vested in EnergyAustralia |
| 17\|263301 | | | | |
| 18\|263301 | UNDR AB | | | |
| 19\|263301 | ON UEVE | | | EnergyAustralia |
| 20\|263301 | | | | |
| 21\|263301 | | | | |
| 5\|264049 | | | | |
| 22\|263492 | UNDR AA | | | |
| 23\|263492 | ON UEVE | | | EnergyAustralia |
| 88\|260306 | | | | |
| 89\|260306 | UNDR EB1 | | | |
| 90\|260306 | ON UEVE | | | EnergyAustralia |
| 91\|260306 | | | | |
| 17\|263301 | OFF BA | | | |
| 21\|263301 | | | | |

Use this side only for Second Schedule directions

DO NOT USE BOTH SIDES OF THIS FORM

SECOND SCHEDULE AND OTHER DIRECTIONS

| FOLIO IDENTIFIER | DIRECTION | NOTFN TYPE | DEALING NUMBER | DETAILS |
|------------------|-----------|------------|----------------|--|
| 2/557481 | } | | 2685725 | Energy Australia |
| 51/609432 | | | | |
| 11/263796 | | | | |
| 13/263796 | | | | |
| 105/262214 | | | | |
| 2800-212 | | | | |
| 19/22433 | | | | |
| 104/83185 | UNDR | EAI | 2685725 | Energy Australia |
| | ON | UA | | |
| 14814-133 | UNDR | EAI | 2685725 | Energy Australia affecting lot 2 |
| | ON | UA | | |
| 1/781022 | UNDR | EAI | & 2683 NO. 921 | Energy Australia |
| | ON | UA | | |
| 3/771310 | UNDR | EAI | 2425219 | Energy Australia |
| 4/771310 | ON | UA | | |
| 11/537656 | UNDR | EAI | 2806912 | Energy Australia |
| | ON | UA | | |
| 22/31313 | UNDR | EAI | 2897210 | Energy Australia |
| | ON | UA | | |
| 10472-27 | UNDR | EAI | 2685725 | Energy Australia affecting lots 3 to 6 |
| | ON | UA | | |
| 101/389864 | UNDR | EAI | F620778 | Energy Australia |
| | ON | UA | | |
| 6/261815 | UNDR | EAI | 425389 | Energy Australia |
| | ON | UA | | |
| 670/830345 | UNDR | EAI | DF822134 | Energy Australia |
| | ON | UA | | |
| 82/117092 | UNDR | EAI | 4770762 | Energy Australia |
| | ON | UA | | |

Energy Australia now vested in



AB950646V

Form: 0ITG
Release: 2.0
www.lands.nsw.gov.au

**TRANSFER
GRANTING EASEMENT**
New South Wales
Real Property Act 1900

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

| | |
|--------------------------------|---------------------------------|
| Servient Tenement 39/260121 | Dominant Tenement 500/752034 |
|--------------------------------|---------------------------------|

(B) **LODGED BY**

| | | |
|-------------------------------|--|------------|
| Document Collection Box 1W | Name, Address or DX and Telephone PROMPT PROPERTY LAWYERS DX 11375 HURSTVILLE Reference: AUSTSHARES | CODE TG |
|-------------------------------|--|------------|

(C) **TRANSFEROR**

JEAN MOSS

(D)

The transferor acknowledges receipt of the consideration of \$ 1,500.00 and transfers and grants—

(E) **DESCRIPTION OF EASEMENT**

EASEMENT TO DRAIN WATER AS DESCRIBED IN SCHEDULE 1 ATTACHED IN THE SAME POSITION ON LOT 39 AS TO THE EXISTING EASEMENT TO DRAIN WATER 1 SHOWN IN DP 260121

out of the servient tenement and appurtenant to the dominant tenement.

(F) Encumbrances (if applicable):

(G) **TRANSFeree**

AUSTSHARES HOLDINGS PTY LTD ACN 109 822 871

DATE 28/11/05

(H) I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness: *C.V. Baker*

Name of witness: C.V. Baker

Address of witness: 16 Torumba Ct
Bangor 2234

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

Signature of transferor: *J. Moss*

Certified correct for the purposes of the Real Property Act 1900 by the person whose signature appears below.

Signature: *[Handwritten Signature]*

Signatory's name: DAVID MELVILLE

Signatory's capacity: transferee's solicitor

CT 500/752034
48T 22/11/05 ed 5

CT 39/260121 prod. ed 1.
21/11/05. 124E.

SCHEDULE 1

Easement to drain water within the meaning of Schedule 8 of the Conveyancing Act, 1 wide over existing line of pipes, as shown in DP260121 and subject to the following:

The Dominant Tenement Owner and Servient Tenement Owner covenant with each other that:

- a) it is a condition of this easement that for the duration of the easement the Dominant Tenement Owner will maintain and repair the stormwater pipes running through the easement in a proper state of repair.
- b) The cost of maintenance and repair shall be borne by the Dominant Tenement Owner.
- c) If there is any dispute relating to the need to carry out work under this clause or the nature of the work that dispute shall be determined by a single arbitrator (being a barrister of at least five (5) years standing) appointed under the Arbitration Act 1902, whose determination shall be conclusive.
- d) The Dominant Tenement Owner shall:
 - (i) enter only at reasonable times between 9.00am and 5.00pm between Monday and Friday, after 48 hours prior written notice delivered to the Servient Tenement Owner, except in the case of emergency;
 - (ii) cause as little disturbance to the Servient Tenement Owner and to occupants of the Servient Tenement as shall be reasonably possible;
 - (iii) repair promptly any damage caused to the land or to any structures on the Servient Tenement whilst exercising entitlement pursuant to this clause.

The expressions "Dominant Tenement Owner" and "Servient Tenement Owner" include that party's legal personal representatives, successors and assigns.

T. V. Bale

J. Morris



Applicant:

InfoTrack Pty Limited
D X 578
SYDNEY

Planning Certificate – Section 10.7 (2) Certificate Environmental Planning and Assessment Act, 1979

| | | | |
|-------------------|-------------|------------------|-----|
| Certificate no: | ePC:21/1499 | Delivery option: | |
| Certificate date: | 10/03/2021 | Your reference: | pmm |

Property:

Lot 39 DP 260121
14 Torumba Close BANGOR NSW 2234

Zone:

- * Sutherland Shire Local Environmental Plan 2015

Zone E4 Environmental Living

Notes:

- The information in this certificate only relates to the real property identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.
- The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.

Disclaimer:

- This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.

**INFORMATION PURSUANT TO SECTION 10.7(2),
ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979**

1. Names of relevant instruments and DCPs

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

- * Sutherland Shire Local Environmental Plan 2015

- * Greater Metropolitan Regional Environmental Plan No. 2 - Georges River Catchment (5/2/1999) (deemed SEPP).

- * Sydney Regional Environmental Plan No.09 (Extractive Industry (No.2) 1995) (deemed SEPP).

- * SEPP (Building Sustainability Index: BASIX) 2004

- * SEPP (Exempt and Complying Development Codes) 2008

- * SEPP (Affordable Rental Housing) 2009

- * SEPP (Educational Establishments & Child Care Facilities) 2017

- * SEPP (Infrastructure) 2007

- * SEPP (Mining, Petroleum & Extractive Industries) 2007

- * SEPP No.19 - Bushland in Urban Areas

- * SEPP No.21 - Caravan Parks

- * SEPP No.33 - Hazardous and Offensive Development

- * SEPP No.50 - Canal Estate Development

- * SEPP No.55 - Remediation of Land

- * SEPP No.64 - Advertising and Signage

- * SEPP No.65 - Design Quality of Residential Apartment Development

- * SEPP No.70 - Affordable Housing (Revised Schemes)
- * SEPP (State and Regional Development) 2011
- * SEPP (State Significant Precincts) 2005
- * SEPP (Vegetation in Non-Rural Areas) 2017
- * SEPP (Concurrences and Consents) 2018
- * SEPP (Primary Production and Rural Development) 2019

2. The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

The following Draft State Environmental Planning Policies (SEPP) apply: Amendments to SEPP (Infrastructure) 2007, SEPP (Mining, Petroleum Production and Extractive Industries) 2007, SEPP (Housing for Seniors or People with a Disability) 2004, SEPP (State Significant Precincts) 2005, SEPP (Exempt and Complying Development Codes) 2008, SEPP (Educational Establishments and Child Care Facilities) 2017, and new draft policies - SEPP Environment, SEPP Short-term Rental Accommodation, SEPP Housing Diversity and SEPP Remediation of Land, and proposed changes associated with the NSW Flood Prone Land Package (Department of Planning Industry & Environment).

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

Sutherland Shire Development Control Plan 2015

Note: In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

2. Zoning and land use under relevant LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) in any zone (however described).

- (a) The name and number of the zone:

**Sutherland Shire Local Environmental Plan 2015
Zone E4 Environmental Living**

- (b) Permitted without consent:

Home occupations

- (c) Permitted with consent:

Bed and breakfast accommodation; Boat sheds; Dwelling houses; Environmental protection works; Flood mitigation works; Health consulting rooms; Home businesses; Home industries; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Roads; Secondary dwellings; Tank-based aquaculture

- (d) Prohibited:

Industries; Service stations; Warehouse or distribution centres;
Any other development not specified in item (b) or (c).

- (e) Minimum land dimensions fixed for the erection of a dwelling-house on the land:

Under Sutherland Shire Local Environmental Plan 2015 there are no relevant development standards for the erection of a dwelling house due to site dimensions.

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

No

- (g) Is the land in a conservation area?

No

- (h) Is an item of environmental heritage situated on the land?

There is no item of environmental heritage situated on the property.

2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

To the extent that the land is within any zone (however described) under:

- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)*, or
- (b) a Precinct Plan (within the meaning of the 2006 SEPP), or
- (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a)-(h) in relation to that land (with a reference to "the instrument" in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

Note: Sutherland Shire Council does not currently have any land in the Growth Centres that has been zoned by a Precinct Plan in the Appendices to this SEPP, proposed to be zoned in a draft Precinct Plan (that has been publicly exhibited or formally consulted on) or has been zoned under Part 3 of the Growth Centres SEPP.

3. Complying Development

- (1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- (2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Housing Code

Complying development may be carried out on the land under this

Code.

(Note: this code applies only to land within, or proposed to be within, the following zones R1, R2, R3, R4 or RU5. Check the zoning on the front of this certificate.)

Housing Alterations Code

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

Commercial and Industrial Alterations Code

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

Commercial and Industrial (New Buildings and Additions) Code

Complying development may be carried out on the land under the Commercial and Industrial (New Buildings and Additions) Code.

(Note: this code applies only to land within, or proposed to be within, the following zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3. Check the zoning on the front of this certificate.)

Container Recycling Facilities Code

Complying development may be carried out on the land under the Container Recycling Facilities Code.

Subdivisions Code

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

Rural Housing Code

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

(Note: this code applies only to land within, or proposed to be within, the following zones RU1, RU2, RU3, RU4, RU6 or R5. Check the zoning on the front of this certificate.)

Low Rise Housing Diversity Code

Complying development may be carried out on the land under the Low Rise Housing Diversity Code.

(Note: this code applies only to land within, or proposed to be within, the following zones RU5, R1, R2 or R3. Check the zoning on the front of this certificate.)

Green Field Housing Code

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

(Note: This code applies to land within the Greenfield Housing Code Area as mapped in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.)

General Development Code

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

Demolition Code

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

Fire Safety Code

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

Inland Code

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

(Note: This code only applies to local government areas specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. At this time it does not apply to the Sutherland Shire.)

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

In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being 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).

There are no properties subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services.

Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

5. Mine Subsidence

Is the land proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*?

No

6. Road Widening and Road Realignment

(a) Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

No

(b) Is the land affected by any road widening or road realignment under any environmental planning instrument?

No

- (c) Is the land affected by any road widening or road realignment under any resolution of the Council?

No

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

- (a) Is the land affected by a policy adopted by the council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulfate or any other risk?

This land has been wholly or partly identified as bush fire prone land under the Rural Fire Service's Bush Fire Prone Land Mapping for the Sutherland Shire. Chapter 40 of Sutherland Shire Development Control Plan 2015 sets controls for the development of Bush Fire Prone Land.

- (b) Is the land affected by a policy adopted by any other public authority that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate or any other risk?

No

7A. Flood related development controls information

- (1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.

No

- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

No

- (3) 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

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

No

9. Contribution Plans

Council has adopted the following Contribution Plans that apply to the land:

- * The 2016 Section 7.12 Development Contributions Plan applies to this property (Effective 01/01/17).

9A. Biodiversity certified land

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

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

No

10. Biodiversity stewardship sites

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

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

No

10A. Native vegetation clearing set asides

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

No

11. Bush fire prone land

Is the land bush fire prone?

Some of the land to which this certificate relates is bushfire prone land as defined under the Environmental Planning and Assessment Act 1979.

12. Property Vegetation Plans

Has Council been notified that a property vegetation plan under the *Native Vegetation Act 2003* applies to the land?

No

13. Orders Under Trees (Disputes Between Neighbours) Act 2006

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

No.

14. Directions under Part 3A

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

No

15. Site compatibility certificates and conditions for seniors housing

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

No

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

Is there a valid site compatibility certificate (of which the council is aware), issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 in respect of proposed development on the land?

No

17. Site compatibility certificates and conditions for affordable rental housing

Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land? If so this statement sets out the period for which the certificate is current and any conditions pursuant to cl17(1) or cl38(1) of SEPP (Affordable Rental Housing) 2009.

No

18. Paper subdivision information

Is the land subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot? If so, this statement sets out the date of any subdivision order that applies to the land.

Note: Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

No

19. Site verification certificates

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

If so, this statement includes:

- (a) the matter certified by the certificate, and
- (b) the date on which the certificate ceases to be current (if any), and
- (c) that a copy may be obtained from the head office of the Department of Planning and Infrastructure.

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

No

20. Loose-fill asbestos insulation

Is the land to which the certificate relates identified on the Loose-Fill Asbestos Insulation Register maintained by the Secretary of NSW Fair Trading?

No

21. Affected building notices and building product rectification orders

Are there any affected building notices of which the council is aware that is in force in respect of the land.

No

If so, this statement includes:

- (a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
- (b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

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

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

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

- (a) Is the land significantly contaminated land within the meaning of that Act?
No

- (b) Is the land subject to a management order within the meaning of that Act?
No

- (c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?
No

- (d) Is the land subject to an ongoing maintenance order within the meaning of that Act?
No

- (e) Is the land subject of a site audit statement within the meaning of that Act?
No

Any Other Prescribed Matter

Note: Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the Council is provided with a copy of the exemption or authorisation by the Co-ordinator General under the Act.

No

Additional Information

Council holds additional information relating to this property for provision in accordance with Section 10.7(5) of the Environmental

Planning and Assessment Act, 1979.

For further information please telephone [02] 9710 0333.

Yours faithfully

A handwritten signature in black ink, appearing to read 'M Carlon', with a long horizontal line extending to the right.

Mark Carlon
Manager Strategic Planning



Revenue

Enquiry ID 3453145
Agent ID 81429403
Issue Date 31 Mar 2021
Correspondence ID 1723716229
Your reference 1729 - PMM:HK - MOSS

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.

This information is based on data held by Revenue NSW.

| Land ID | Land address | Taxable land value |
|------------|---------------------------|--------------------|
| D260121/39 | 14 TORUMBA CL BANGOR 2234 | \$487 667 |

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2021 tax year.

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

Revenue NSW
GPO Box 4042, Sydney NSW 2001 | DX 456 Sydney
T 02 7808 6900 | revenue.nsw.gov.au

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents.

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*

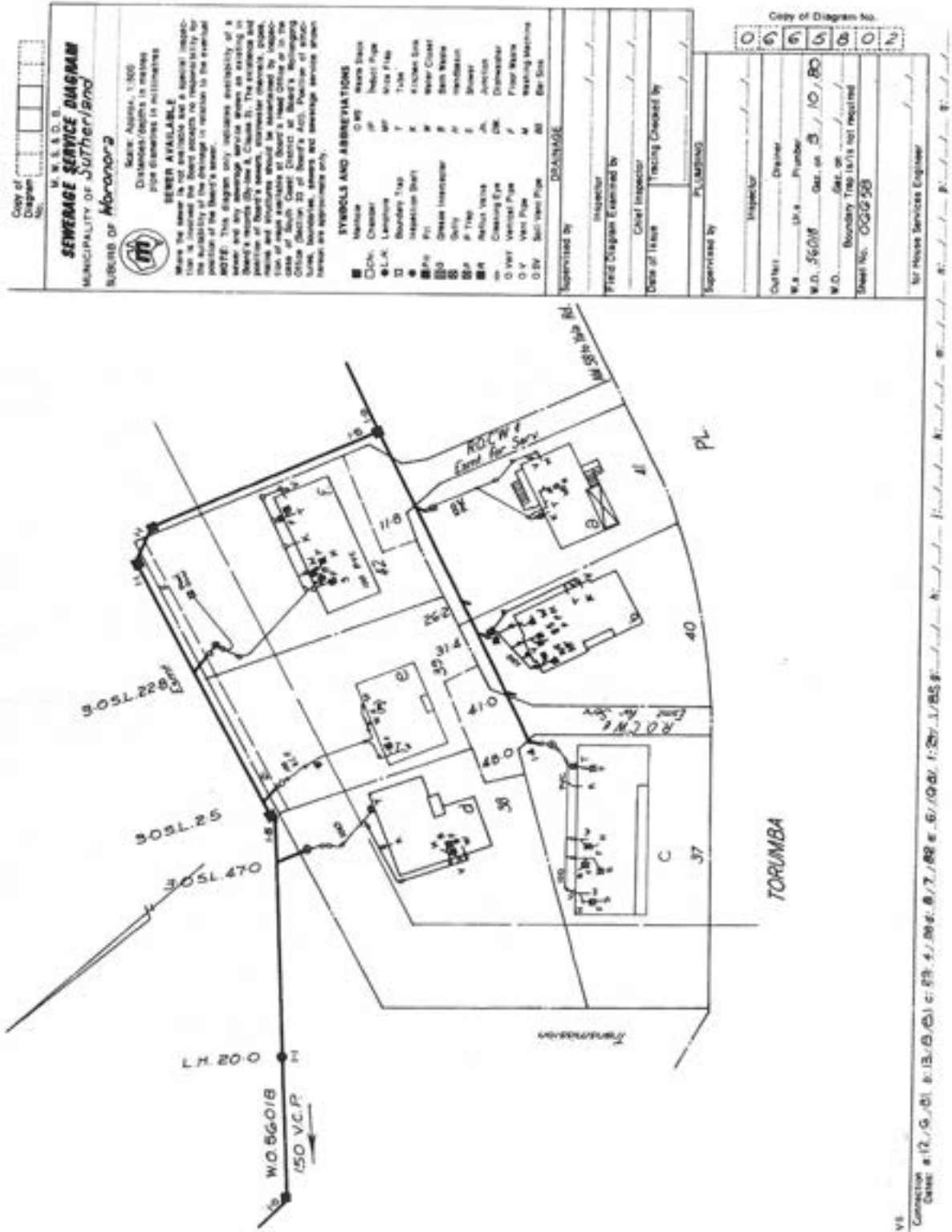


Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.

* Overseas customers call +61 2 7808 6906
Help in community languages is available.

Sewer Service Diagram

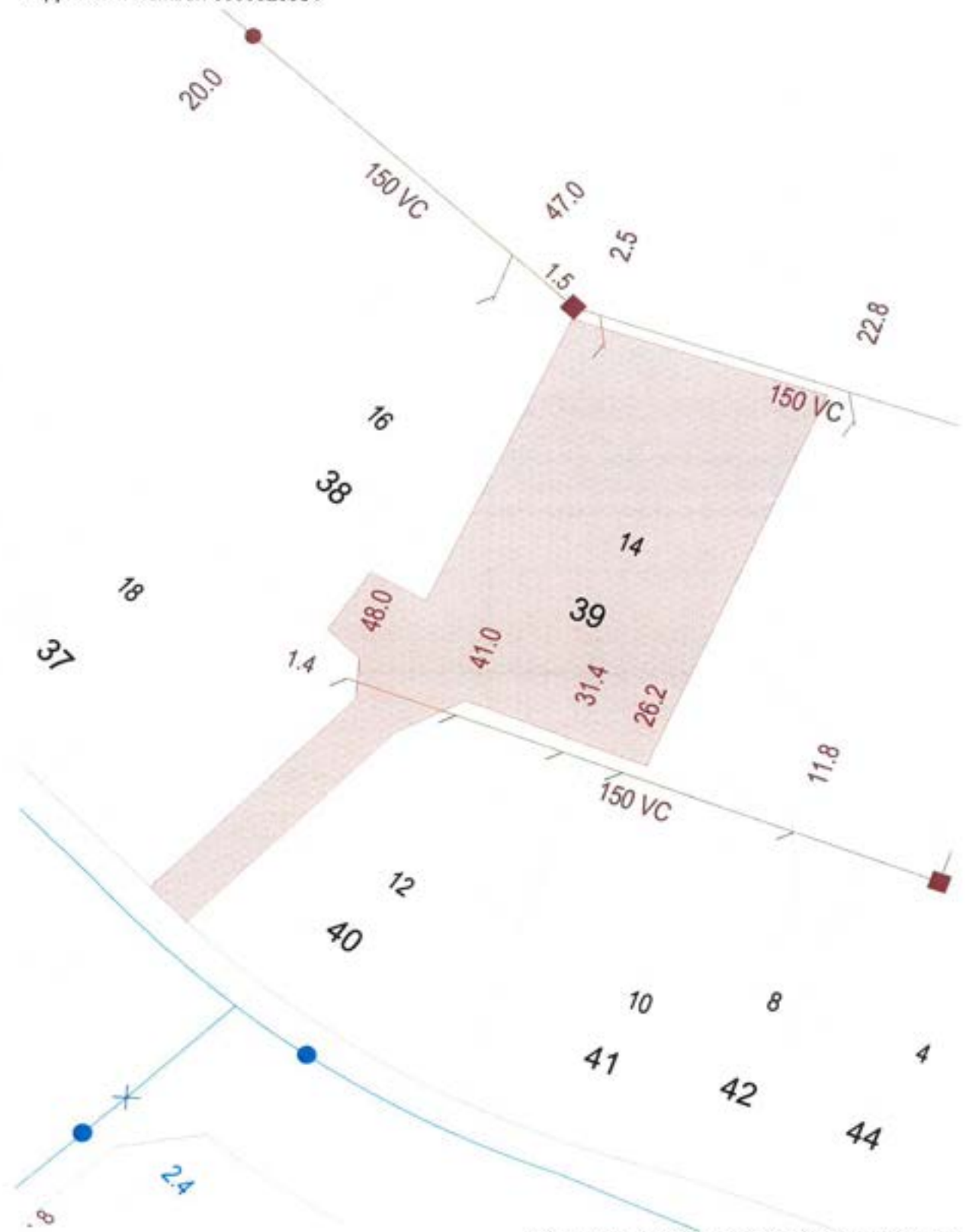
Application Number: 8000526944



Document generated at 10-03-2021 10:22:08 AM

Disclaimer
The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a Service location print.

Service Location Print
Application Number: 8000526954



Document generated at 10-03-2021 10:22:04 AM

Asset Information

Legend

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

Disclaimer

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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