Deed of Transfer

Commonwealth of Australia represented by the Department of Finance and Deregulation
ABN 61 970 632 495

The Minister administering the National Parks and Wildlife Act 1974 (NSW)

The Director General of the NSW Department of Environment, Climate Change and Water

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PARTIES

A. THE MINISTER ADMINISTERING THE NATIONAL PARKS AND WILDLIFE ACT 1974 (NSW) ("the Transferee"); and

B. THE DIRECTOR GENERAL OF THE NSW DEPARTMENT OF ENVIRONMENT, CLIMATE CHANGE AND WATER ("DIRECTOR GENERAL")

C. COMMONWEALTH OF AUSTRALIA REPRESENTED BY THE DEPARTMENT OF FINANCE ("Commonwealth")

BACKGROUND

A. The Commonwealth, represented by Finance, owns the Property.

B. The Commonwealth has offered to gift the Property to the Transferee on the condition that the Transferee procures the reservation of the land as a National Park under Part 4 of the National Parks and Wildlife Act 1974 (NSW) which offer the Transferee accepted.

C. The Director General has agreed to undertake certain actions in relation to the Property as set out in this Deed.

D. The purpose of this Deed is to record the rights and obligations of the Transferee, the Director General and Finance in relation to the Transfer of the Property.

OPERATIVE PROVISIONS

1. GENERAL

1.1 Definitions

"Aboriginal Heritage Information Management System" means the information system maintained by the Director General containing details of Aboriginal objects, places and other heritage values across NSW.

"Additional Area" means the area of Lot 1 on DP 809094 adjacent to the boundary of the Property to be consolidated into Lot 4 as shown on the Draft Deposited Plan.

"Agreed Valuer" means a valuer described in clause 24.

"Approval" means any approval, authorisation, permit, licence, consent, clearance, exemption or the like which is required to be issued by or obtained from an Authority or any other person in connection with the Draft Plan of Management.

"Authority" includes all Commonwealth, State, Territory and local government bodies, instrumentalities, boards, other public authorities and any person who is charged with administration of a Law.

"Buildings" means the buildings erected on the Property.

"Business Day" means a day other than a Saturday, Sunday or public holiday in NSW.
"Claim" means, in relation to any person or corporation, a claim, action, proceeding, damage, loss, expense, cost or liability incurred by or to be made or recovered by or against the person or corporation, however arising or whether present, unascertained, immediate, future or contingent and includes, without limitation, a claim for compensation.

"Completion" means completion of the transfer.

"Date for Completion" means the date that is 14 days after:

(a) the Commonwealth has notified the Transferee in writing that the Fencing Works have been completed; and

(b) the Site Remediation Verification has been delivered to the Director General in accordance with clause 13.2,

but being a date no later than 30 June 2011;

"Date of this Deed" means the date of this Deed.

"Dealing" or "Deal" means the Sale, transfer, leasing, mortgaging or charging or other disposition of the Transferee’s legal or equitable interest in the Property, or part thereof.

"Deed" means this deed and all annexures and schedules to this deed.

"Director General" means the Director General of the New South Wales Department of Environment Climate Change and Water.

"Disclosure Documents" means the documents in the Disclosure Documents Exhibit to this Deed, comprising:

(a) statutory enquiries;

(b) reports commissioned by Finance;

(c) documents used in the administration of the Property;

(d) correspondence concerning the Property; and

(e) historical materials concerning the Property.

"Disclosure Documents Exhibit CD ROM" means the CD ROM containing the Disclosure Documents provided to the Transferee on or about the Date of this Deed.

"Disclosure Documents Exhibit" means the exhibit marked "A", signed by the parties for identification purposes and dated the same date as this Deed.

"Draft Deposited Plan" means the draft deposited plan for the Property, a copy of which is included in Annexure A.

"Draft Plan of Management" means the draft Plan of Management prepared by Eco Logical Australia Pty Ltd in accordance with clause 10.1(c) in accordance with the requirements of the EPBC Act while the Property is in Commonwealth ownership and which will be appropriate to achieve and satisfy the objectives and content of a Plan of Management as required under Section 72AA of the NPW Act.

"Environment" means all components of the earth, including:

(a) land, air and water;

(b) any layer of the atmosphere;
(c) flora and fauna;
(d) any organic or inorganic matter;
(e) any living organism (including humans);
(f) any human made or modified structure or area;
(g) the aesthetic characteristics of the components of the earth, including appearance, sound, odour, taste and texture; and
(h) natural ecosystems that include any of these components.

"EPBC Act" means the Environment Protection and Biodiversity Conservation Act 1999 (Cth).

"Estate or Interest" means the estate or interest described in Item 2 of the Schedule.

"Fencing Works" means the erection of a fence in accordance with clause 13.1.

"Finance" means the Commonwealth of Australia acting through the Department of Finance and Deregulation;

"Hazardous Substances" means material (including PCB or Asbestos) which, because it is toxic, carcinogenic, poisonous, corrosive, flammable, explosive or infectious or possesses some other dangerous characteristic, is potentially dangerous to the health of people or to the environment:

(a) when stored or handled; or
(b) when people or any part of the environment is exposed to it.

"Heritage and Conservation Register" has the meaning given to that term in the Heritage Act 1977 (NSW).

"Heritage Assessment" means the Final Heritage Assessment dated December 2009 prepared by Environmental Resources Management Australia, a copy of which is included in the Disclosure Documents Exhibit.

"Income" means all rents and profits derived from the Property.

"Instrument of Title" means the document/s or instrument/s listed in Item 3 of the Schedule and any later or subsequent instrument of title for the Property once the Additional Area has been consolidated into Lot 4.

"Intended Land Use" means the reservation of the land as a National Park under the NPW Act.

"Land Charges" means all rates, taxes and outgoings of a periodic nature and maintenance, security, cleaning, repair, operating and management costs payable in respect of the Property.

"Lot 4" means Lot 4 in Deposited Plan 809094, being the Land described in Item 1 of the Schedule, being all the land contained in the Instrument of Title as at the Date of this Deed.

"Minister" means the Commonwealth Minister for Finance and Deregulation from time to time.

"National Park" has the meaning given to that term under the National Parks and Wildlife Act 1974 (NSW).
"NPW Act" means the National Parks and Wildlife Act 1974 (NSW).

"NEPM" means national environment protection measures made under section 14(1) of the National Environment Protection Council Act (Cth) 1994.

"Object" means to make any Claim against the Commonwealth or raise any objection or requisition, rescind or terminate this Deed.

"Permitted Use" means a purpose for which a National Park may be used, with the primary use being conservation, consistent with the objects and management principles of the NPW Act.

"Plan of Management" means the draft Plan of Management required under section 72AA of the NPW Act prepared by the Transferee in accordance with clause 10.2.

"Property" means the property shown as Lot 102 on the Draft Deposited Plan, being:

(a) Lot 4; and

(b) the Additional Area.

"Remediation Strategy" means the draft ANZAC Rifle Range - Detailed Site Investigation of Lot 4 Malabar, dated February 2011 prepared by Sinclair Knight Merz Pty Ltd which will be finalised by Finance following the Date of this Deed and as agreed to by the Transferee (acting reasonably) a copy of which has been provided to the Transferee prior to the Date of this Deed.

"Remediation Works" means the works to be carried out by Finance in accordance with the Remediation Strategy to remediate surface asbestos on the Property.

"Restrictive Covenant" means the restrictive covenant in the form annexed to this Deed.

"Rezoning" means a change to the lawful use of the Property as permitted by town planning laws in New South Wales, other than a rezoning of the Property from Residential to E1 National Parks and Nature Reserve under the Randwick Local Environmental Plan 1998 (Consolidation).

"Sale" or "Sell" or "Sold" means the sale or transfer of the Transferee's legal and equitable interest in the Property, or part thereof.

"Services" means air, telecommunication, drainage, electricity, garbage, gas, oil, radio, sewerage, stormwater, drainage, water supply, telephone, television or fire hydrant and other services and installations.

"SEWPac" means the Commonwealth of Australia acting through the Department of Sustainability, Environment, Water, Population and Communities.

"Site Remediation Verification" means a report by the Site Auditor verifying that the Remediation Works have been completed on the Property.

"Site Auditor" means:

Paul Steinwede
AECOM
Level 8, 17 York Street
Sydney NSW 2000,
PH: 02 8023 9368
FAX: (02) 8023 9399
Email: paul.steinwede@aecom.com
"State Heritage Register" has the meaning given to that term in the Heritage Act 1977 (NSW).

"Transfer" means a gift of the Property from the Commonwealth to the Transferee pursuant to section 148 of the NPW Act and the associated transfer of control and management of and responsibility for the Property.

"Work Approval" means an approval granted by an Authority.

1.2 Interpretation

In this Deed, unless the context indicates a contrary intention:

(a) a reference to:

(i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;

(ii) a document or Deed, or a provision of a document or Deed, is to that document, Deed or provision as amended, supplemented, replaced or novated;

(iii) a party to this document or to any other document or Deed includes a permitted substitute or a permitted assign of that party;

(iv) a person includes any type of entity, body of persons or government department or agency, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and

(v) anything (including a right, obligation or concept) includes each part of it;

(b) a singular word includes the plural, and vice versa;

(c) a word which suggests one gender includes the other genders;

(d) if a word is defined, another part of speech has a corresponding meaning; and

(e) any amount payable under this Deed must be paid in Australian dollars.

2. DEED TO TRANSFER AND ACCEPT THE TRANSFER OF THE PROPERTY

On and from Completion the Transferee accepts the Transfer from the Commonwealth of the Property on the terms and conditions of this Deed.

3. DISCLOSURE

3.1 The Transferee's acknowledgement

For the purposes of the Commonwealth's statutory obligations under section 52A of the Conveyancing Act 1919 (NSW) and the Conveyancing (Sale of Land) Regulation 2005 (NSW) the Transferee acknowledges that all matters disclosed or described in this Deed are specifically disclosed and clearly described.

3.2 The Transferee cannot Object
The Transferee cannot Object because of any matter disclosed or described in this Deed for the purposes of the Commonwealth’s statutory obligations under section 52A of the Conveyancing Act 1919 (NSW) and the Conveyancing (Sale of Land) Regulation 2005 (NSW).

3.3 Instruments of Title and Original Disclosure Documents

(a) On Completion Finance must hand the Transferee:
   (i) the Instrument of Title for the Property;
   (ii) a transfer for the Property; and
   (iii) any originals of the Disclosure Documents in the possession of Finance.

(b) The Transferee cannot Object if Finance does not hold an original of a Disclosure Document (other than an Instrument of Title or original Transfer).

4. TITLE

4.1 Title

The title to the Property:

(a) remains solely with the Commonwealth until Completion; and

(b) passes to the Transferee on and from Completion.

4.2 Notification to Relevant Authorities and Other Parties

Promptly following the Transfer Date, the Transferee must give written notice to relevant Authorities advising of the Transfer of the Property to the Transferee, including the Transferee’s address and contact details in relation to the Property.

4.3 Receipt of correspondence following Transfer

If Finance receives any correspondence in relation to the Property following the Date of Completion, it will forward the correspondence to the Transferee promptly.

5. CONDITION OF THE PROPERTY

5.1 Condition of Transfer

The Property is Transferred in an "as is where is" condition, with all faults or defects (whether latent or otherwise).

5.2 No Representation

No representation or warranty is given or will be implied with respect to the Property nor as to the viability, condition, state of repair, suitability or sufficiency of the Property.

5.3 Own Enquiries

The Transferee warrants that unless this Deed states otherwise:

(a) it has not been induced to enter into this Deed by any express or implied statement, warranty or representation:
(i) whether oral, written or otherwise; or

(ii) made by or on behalf of the Commonwealth in respect of the Property or anything relating to, or which could have an effect on, the Property including, without limitation:

A. the fitness or suitability of the Property for any purpose; or

B. the state of repair of the Property; and

(b) that it has satisfied itself as to the nature, quality and condition of the Property.

6. PROPERTY ADMINISTRATION AND RATES AND CHARGES

6.1 Disclosure Documents

Finance discloses and the Transferee acknowledges receipt of the Disclosure Documents.

6.2 Co-Operation

Finance will use its best efforts to co-operate with the Transferee in providing the Transferee with any information it might require about the Property.

6.3 Land Tax

Finance does not pay land tax.

7. SERVICES

The Transferee acknowledges that it is acquiring the Property by gift and must take title to the Property subject to the existing Services (if any) and must not Object because of the following matters:

(a) the Services of an Authority are in the Property;

(b) an Authority’s Services pass over or through the Property;

(c) the Services to or from other properties pass through the Property;

(d) the Services are shared with another Property;

(e) the Transferee identifies Services in the Property which have not been identified by the Commonwealth;

(f) a Service is not available to the Property;

(g) any underground or surface stormwater drain passes through or over the Property or because any manhole or vent is on the Property;

(h) any defect in the Services; and

(i) whether or not the Property is subject to or has the benefit of any rights or easements in respect of any Service, or the connections for such Services.
8. MINERAL RIGHTS

Any rights to minerals, coal and petroleum are excluded from the sale or gift of this Property. Finance may require that the instrument of transfer contain an appropriate reservation of all minerals, coal and petroleum. The Transferee cannot Object because of anything referred to in this clause 8.

9. HERITAGE ASSESSMENT

9.1 Disclosure of Heritage Assessment

Without limiting clause 5, the Commonwealth discloses to the Transferee the Heritage Assessment.

9.2 Availability of Heritage Assessment

The Commonwealth declares and the Transferee acknowledges that:

(a) the Commonwealth has in good faith procured the Heritage Assessment; and

(b) the Heritage Assessment made available to the Transferee prior to the signing of this Deed.

9.3 No warranty

The Commonwealth does not warrant or represent the accuracy or completeness of the Heritage Assessment.

9.4 Status of Heritage Assessment

The Commonwealth acknowledges and agrees that:

(a) it has examined the Heritage Assessment and is aware of its contents;

(b) the Heritage Assessment is for the information of the Transferee only;

(c) the Transferee has made its own enquiries in relation to the matters the subject of the Heritage Assessment.

9.5 The Transferee cannot Object

The Transferee cannot Object:

(a) because the Commonwealth has not carried out any recommendations in the Heritage Assessment; or

(b) because of any matter referred to in this clause 9.

10. PLAN OF MANAGEMENT

10.1 Property listed on the Commonwealth Heritage List

The Commonwealth discloses that:

(a) the Property is part of the item listed on the Commonwealth Heritage List as Malabar Headland;
(b) the Heritage Assessment has validated the Commonwealth Heritage values of the place for incorporation into a plan of management;

(c) the Commonwealth has commissioned Eco Logical Australia Pty Ltd to prepare a Draft Plan of Management which will be appropriate to comply with the requirements of the EPBC Act while the Property is in Commonwealth ownership and will be appropriate to achieve and satisfy the objectives and content of a Plan of Management as required under Section 72AA of the NPW Act;

(d) the Commonwealth will consult with and will consider comments from the Director General and the Transferee in relation to the Draft Plan of Management.

10.2 Aboriginal heritage values

The Commonwealth encourages the Transferee to recognise the ongoing relationship that the Aboriginal community have with the Property and that the Transferee use its best endeavours to facilitate appropriate mechanisms to recognise and support ongoing cultural associations with the Property. Information regarding Aboriginal sites will be managed in accordance with any cultural restrictions recorded for that site on the Aboriginal Heritage Information Management System.

10.3 Plan of Management

(a) Within 24 months after the date the Transferee receives the Draft Plan of Management the Director General and the Transferee must cause a Plan of Management to be exhibited that:

(i) is consistent with the principles of the Draft Plan of Management;

(ii) has been prepared following consultation with the Aboriginal community regarding Aboriginal sites;

(iii) manages information about Aboriginal sites in accordance with the cultural restrictions, if any, recorded for that site on the Aboriginal Heritage Information Management System;

(iv) is appropriate to achieve and satisfy the objectives and content of a Plan of Management as required under Section 72AA of the NPWS Act.

(b) The Transferee must provide evidence to the Commonwealth of the satisfaction of its obligation under clause 10.3(a)(ii).

(c) The Director General and the Transferee will submit the Plan of Management in draft form to the Commonwealth for review and the Director General and the Transferee will consider comments from the Commonwealth in relation to the Plan of Management.

11. HERITAGE AND CONSERVATION

11.1 Heritage and Conservation Register

The Director General must use reasonable endeavours to cause the Property to be included in the appropriate Heritage and Conservation Register in accordance with section 170 of the Heritage Act 1977 (NSW) within a reasonable time after Completion.
11.2 State Heritage Register

(a) Lot 4 is included on the NSW State Heritage Register as part of the Malabar Headland and protected in accordance with the Heritage Act 1977 (NSW).

(b) No party to this Deed will seek to remove the Malabar Headland from the NSW State Heritage Register.

11.3 Malabar Headland Conservation Area

(a) Lot 4 is included in the Randwick City Council Local Environment Plan Heritage Schedule as part of the Malabar Headland as a Conservation Area.

(b) No party to this Deed will seek to remove the Malabar Headland Conservation Area from the Randwick City Council Local Environment Plan Heritage Schedule.

12. ADDITIONAL AREA

12.1 Additional Area

(a) The Transferee acknowledges and agrees that:

(i) prior to Completion the Commonwealth will realign the boundaries of Lot 4 to include an area of Lot 1 on DP 809094 adjacent to the boundary of Lot 4, being the Additional Area;

(ii) the Commonwealth has prepared a new plan or plans incorporating the Additional Area in accordance with section 195C of the Conveyancing Act 1919 (NSW) (a copy of the Draft Deposited Plan is attached);

(iii) the Commonwealth has lodged the Deposited Plan for registration with the NSW Land and Property Management Authority (LPMA);

(iv) the transfer handed to the Transferee on Completion in accordance with clause 3.3(a)(ii) may not include the new folio identifier. If this is the case, the Commonwealth authorises the Transferee to insert the new folio identifier of the Property in Item A of the transfer referred to in clause 3.3(a)(ii) once the Deposited Plan referred to in clause 12.1(a)(ii) is registered;

(v) if the LPMA raises requisitions in respect of the Deposited Plan the Commonwealth must provide assistance to the Transferee to answer the requisitions.

13. WORKS

13.1 Fencing Works

(a) In order to protect the environmental and heritage values of the Property, the Commonwealth will, within a reasonable time after the Date of this Deed, erect a fence along the boundary of the Property in a location to be agreed between the parties (Fencing Works).

(b) The Commonwealth will use its best endeavours to involve an officer employed by the Director-General in the decision about where to erect the fence as part of the Fencing Works.
(c) The Transferee acknowledges and agrees that the fence may deviate from the boundary of the Property as may be appropriate to protect the environmental and heritage values of the Property.

(d) After Completion, the Commonwealth will remain responsible for the surface contamination in those areas of Lot 101 on the Draft Deposited Plan which are included within the boundary of the fence but which do not form part of the Property but will not remEDIATE unless required by law to do so.

(e) The Transferee accepts title to the Property subject to any encroachment by the Fencing Works onto or from the Property.

13.2 Remediation Works

(a) The Commonwealth will commence the Remediation Works within a reasonable time after the Remediation Strategy has been signed off by the Site Auditor and will complete the Remediation Works within a reasonable time after the Date of this Deed in accordance with the Remediation Strategy and will procure and deliver to the Director General the Site Remediation Verification.

(b) The Director General and Transferee will accept the completion of the Remediation Works in accordance with this Deed as satisfying the obligation to remEDIATE the contamination identified in the Remediation Strategy.

13.3 The Transferee cannot Object

The Transferee cannot Object because:

(a) the Commonwealth has not completed the Fencing Works or the Remediation Works prior to the Date of this Deed;

(b) of any encroachment by the Fencing Works onto or from the Property.

14. COMPLETION

14.1 Completion conditional

(a) Without limiting any other provision of this Deed, Completion is conditional upon:

(i) the approval of the Minister for Finance and Deregulation to the Transfer as a concessional sale under the Commonwealth Property Disposals Policy;

(ii) any other necessary approvals, including any approvals required under the Financial Management and Accountability Act 1997 (Cth) being obtained.

(b) If the Commonwealth is unable to complete the Transfer by the Date for Completion because it has not been able to obtain all necessary approvals for the Transfer or because the Fencing Works or the Remediation Works are not completed, the Commonwealth may by notice to the Transferee extend the Date for Completion by a period of not more than 6 weeks or with the Transferee's consent, terminate this Deed. The Date for Completion may be postponed in this way more than once, as long as it is not postponed longer than 6 weeks after the original Date for Completion.
15. GIFT OF PROPERTY

15.1 Gift of Property

The Commonwealth and the Transferee acknowledge that the Commonwealth has offered to gift the Property to the Transferee pursuant to section 148 of the NPW Act on condition that the Transferee procures the reservation of the Land as a National Park under section 30A(1)(a) of the NPW Act for the primary use of conservation, and which offers the Transferee has accepted.

15.2 Gifts to take effect on Completion

The Commonwealth's gift of the Property to the Transferee will take effect on and by virtue of Completion when the Commonwealth hands the Transferee the Instrument of Title and transfer for the Property.

15.3 Restriction on Use

In order to protect the environmental and heritage values of the Property until such time as the Property is reserved as a National Park under section 30A(1)(a) of the NPW Act, the Transfer is subject to the reservation to the Commonwealth of a restriction on the use of the land created pursuant to section 120 of the Lands Acquisition Act 1989 (Cth) which provides:

"The Transferee must not:

(a) use the Property or permit it to be used for any purpose other than a purpose for which a National Park may be used, with the primary use being conservation; and

(b) manage the Property except in accordance with the Draft Plan of Management or any later Plan of Management which updates or supersedes the Draft Plan of Management."

15.4 Deed required

On Completion as a condition of Completion the Commonwealth and the Transferee must enter into a deed in the form attached at Annexure C reserving to the Commonwealth the restriction on use referred to in special condition 15.3.

15.5 Property not reserved

If the Property is not reserved as a National Park, under section 30A(1)(a) of the NPW Act within 5 years after Completion, the Transferee must transfer the Property, or cause the Property to be transferred to the Commonwealth, subject to any necessary Approvals being obtained by the Commonwealth.

15.6 Clauses 17 to 24

Notwithstanding clauses 18.1, 19.2, 20.5, 21.11 and 22.5, clauses 17 to 24 (inclusive) will only apply until the earlier of:

(a) the date the Property is transferred to the Commonwealth in accordance with clause 15.5; or

(b) the date the Property is reserved as a National Park under section 30A(1)(a) of the NPW Act.
15.7 Survival

This clause 15 will survive Completion.

16. REZONING

The Director General must take all reasonable and practical steps that the Director General can take to cause the Property to be rezoned as E1 National Parks and Nature Reserve under the Randwick Local Environmental Plan 1998 (Consolidation).

17. ACKNOWLEDGEMENTS

The Transferee acknowledges that the Property will be Transferred by the Commonwealth under the Commonwealth's concessional sale program with the understanding that the Property will be used by the Transferee for the Permitted Use.

18. DURATION OF OBLIGATIONS

18.1 Duration of obligations

Subject to clause 15.6, the obligations and restrictions in clauses 19 to 23 (inclusive) have effect until the earlier of:

(a) the date the Minister releases those obligations and restrictions by instrument in writing; and

(b) the expiry (if ever) of the applicable period set out in clause 18.2(a).

18.2 Applicable period

(a) For the purpose of clause 18.1(b) the applicable period is:

(i) from the date of Completion until the date that is 12 months after the date of completion;

(ii) from the date of Completion until the date that is 2 years after the date of completion;

(iii) from the date of Completion until the date that is 5 years after the date of completion;

(iv) from the date of Completion until the date that is 10 years after the date of completion;

(v) from the date of Completion until the date that is 80 years after the date of completion;

(vi) perpetuity.

(b) If a court determines that a specified duration of restriction under clauses 18.1 and 18.2(a) in respect of any of clauses 19 to 23 is unlawful the next lawful shorter specified duration will apply to the applicable clause.

(c) Any rights that have accrued under clauses 19 to 23 (inclusive) continue to have effect despite the expiry of any applicable period set out in clause 18.2(a).
19. MINISTER’S CONSENT

19.1 Minister’s consent

(a) The Transferee may not effect a Sale of the Property (or any part of it) without obtaining the prior written consent of the Minister.

(b) The Transferee may not effect a Dealing other than a Sale of the Property (or any part of it) without obtaining the prior written consent of the Minister.

(c) The Transferee may not Rezone the Property (or any part of it) or use it for any purpose other than the Permitted Use, or allow those things to occur, without obtaining the prior written consent of the Minister.

(d) The Minister’s consent does not release the obligations under clauses 20, 21, 22, 23 or 24.

(e) The Transferee acknowledges and agrees:

(i) that the Commonwealth may (at its discretion and if permissible and supportable under legislation) lodge a caveat against the title of the Property after Completion in relation to its interest under this clause 19; and

(ii) upon request from the Commonwealth, to provide a further executed consent to the registration of the caveat in the form required by the Commonwealth.

19.2 No merger

This clause 19 does not merge on Completion.

20. PROPERTY SALE PAYMENT

20.1 Property sale payment

(a) This clause 20 applies if an application of the formula in clause 20.2 gives an amount greater than zero.

(b) The Transferee must, on or before settlement or completion of a Sale of the Property (or any part of it), pay to the Commonwealth an amount calculated in accordance with the formula in clause 20.2(a).

20.2 Payment amount

(a) The amount payable under clause 20.1(b) is:

\[ AP = \frac{NSP - [P \times (1 + \frac{SCPI - CCPI}{CCPI}) + DC]}{CCPI} \]

Where:

'AP' is the Amount Payable by the Transferee to the Commonwealth.

'NSP' is the nett sale price of the part of the Property Sold excluding GST, plus reasonable agents and legal costs.

'P' is the price paid by the Transferee to the Commonwealth under the Transfer, or where part only of the Property is sold, the proportion of the price paid by the
Transferee to the Commonwealth under the Transfer that equates to the proportion of the area of the Property that is Sold that bears to the total area of the Property.

'DC' is the development costs, if any, attributable to the part of the Property Sold paid by the Transferee (receipts for which must be capable of being produced to the Commonwealth) which are of a capital nature, including acquisition costs (but excluding the price paid by the Transferee under the Transfer), and legal fees and stamp duty. It is agreed that Development Costs do not include:

(i) statutory and other outgoings with respect to the Property;
(ii) maintenance costs;
(iii) costs recoverable under an insurance policy that would have been maintained by a reasonable and prudent property owner (even if such an insurance policy was not in place);
(iv) costs relating to fixtures and fittings replaced as a result of damage or wear and tear;
(v) costs that were treated as a Development Cost in respect of a previous payment made under clause 20.1(b); and
(vi) costs of items excluded from the Contract for the sale of the Property (e.g. if the Transferee installed a new fixture on the Property but that fixture is excluded from the contract of sale for the Property).

'SCPI' is the Consumer Price Index (All Groups- All Cities) as at the settlement of the sale by the Transferee.

'CCPI' is the Consumer Price Index (All Groups- All Cities) as at the formation of this Contract.

20.3 Development costs

On the Sale of the whole of the Property the amount paid under clause 21.2 may be treated as Development Costs. On the sale of part of the Property, a reasonable amount attributable to the Sold Property that was paid under clause 21.2 may be treated as Development Costs. If the parties are unable to agree on the amount attributable to the Sold Property, it will (after notice by either party to the other) be determined by an Agreed Valuer, who will be appointed in accordance with clause 24.

20.4 Caveat

(a) The Transferee acknowledges and agrees that:

(i) the Commonwealth may (at its discretion and if permissible and supportable under legislation) lodge a caveat against the title of the Property after Completion in relation to its interest under this clause 20; and

(ii) upon request from the Commonwealth, to provide a further executed consent to the registration of the caveat in the form required by the Commonwealth.

20.5 No merger

This clause 20 does not merge on Completion.
21. **REZONING, CHANGE IN USE AND OTHER DEALING PAYMENT**

21.1 Application

This clause 21 applies if an application of the formula in clause 21.2 gives an amount greater than zero.

21.2 Rezoning, change in use and other Dealing payment

If the Property (or any part of it) is:

(a) Rezoned or is permitted to be used other than for the Permitted Use; or

(b) subject to a Dealing other than Sale,

the Transferee must pay to the Commonwealth the amount calculated in accordance with the formula in clause 21.3(a).

21.3 Payment amount

(a) The amount payable under clause 21.2 is:

\[
AP = \frac{Valuation \times (1 + \frac{SCPI - CCPI}{CCPI}) + DC}{CCPI}
\]

Where:

'AP' is the **Amount** Payable by the Transferee to the Commonwealth.

'Valuation' is the value of the Property determined under clause 21.6(b).

'P' is the price paid by the Transferee to the Commonwealth under the Transfer.

'DC' is any payment made previously under clause 21.2 and the reasonable and verifiable costs and expenses incurred by the Transferee in improving the Property and making the application for Rezoning (other than any costs and expenses allowed for in relation to a previous payment under clause 21.2). It is agreed that DC does not include statutory and other outgoings with respect to the Property.

'SCPI' is the Consumer Price Index (All Groups- All Cities) as at the settlement of the sale by the Transferee.

'CCPI' is the Consumer Price Index (All Groups- All Cities) as at the formation of this Contract.

21.4 Time for payment

The payment under clause 21.2 is payable within 14 days of demand by the Commonwealth.

21.5 Transferee to notify

The Transferee must notify the Commonwealth in writing:

(a) within 3 Business Days if it lodges an application for Rezoning or the Property (or any part of it) is used other than for the Permitted Use; and

(b) within 3 Business Days of any event described in clause 21.2 occurring.
21.6 **Agreed Valuer**

The Transferee must:

(a) notify the Commonwealth of its proposed Agreed Valuer within 3 Business Days of any event described in clause 21.2 occurring;

(b) request the Agreed Valuer (agreed by the parties or appointed under clause 24) to determine the open market value of the whole Property within 20 Business Days after the date of its appointment on the following basis:

(i) taking into account values as at the date of the Agreed Valuer's appointment of any comparable land;

(ii) assuming that the use of the Property is its highest and best use in accordance with the Rezoning;

(iii) assuming that the Property is not contaminated or polluted;

(iv) assuming the Dealing has not occurred;

(v) making the assessment on a GST-exclusive basis; and

(vi) taking into account any other criteria that may, in the opinion of the Agreed Valuer, be relevant to the determination of the open market value (except for the criteria that are not consistent with the other criteria listed in this clause (b));

(c) provide the Commonwealth with a copy of the instructions that the Transferee has provided to the Agreed Valuer within 3 Business Days of providing those instructions to the Agreed Valuer; and

(d) ensure that a copy that valuation is provided to the Commonwealth within 3 Business Days of receipt from the Agreed Valuer.

21.7 **Valuation final and binding**

The Commonwealth and Transferee agree that the valuation of the Agreed Valuer shall be final and binding on the parties (except for manifest error).

21.8 **Priority**

The criteria in clause 21.6(b) are in random order and no significance or priority is to be attached to that order.

21.9 **Caveat**

The Transferee acknowledges and agrees that:

(a) the Commonwealth may (at its discretion and if permissible and supportable under legislation) lodge a caveat against the title of the Property after Completion in relation to its interest under this clause 21; and

(b) upon request from the Commonwealth, to provide a further executed consent to the registration of the caveat in the form required by the Commonwealth.

21.10 **Agreed Valuer's costs**

The Agreed Valuer’s costs will be borne by the Transferee.
21.11 No merger
This clause 21 does not merge on Completion.

22. COVENANT ON SALE OF PROPERTY

22.1 Covenant
If the Transferee or it successors in title Sells the Property (or any part of it) the Transferee must first obtain from its or their purchaser, transferee or disponee (as the case may be) a covenant in favour of the Commonwealth from the purchaser, transferee or disponee that it will observe, perform and fulfil the obligations of the Transferee under clauses 19, 20, 21, 22 and 24 in respect of the Sold Property.

22.2 Transferee not released
Despite any covenant entered into as described in clause 22.1 the Transferee is not released from its obligation to pay money to the Commonwealth in accordance with clauses 20 or 21. The Transferee will be released from its payment obligations when and to the extent an amount is paid by a successor in title of the Transferee in respect of the equivalent obligation.

22.3 Caveat
The Transferee acknowledges and agrees that:
(a) the Commonwealth may (at its discretion and if permissible and supportable under legislation) lodge a caveat against the title of the Property after Completion in relation to its interest under this clause 22; and
(b) upon request from the Commonwealth, to provide a further executed consent to the registration of the caveat in the form required by the Commonwealth.

22.4 When covenant to be entered into
The covenant under clause 22.1 must be entered into before any settlement of the Sale.

22.5 No merger
This clause 22 does not merge on Completion.

23. RESTRICTIVE COVENANT

23.1 Transferee must execute
The Transferee must execute the Restrictive Covenant:
(a) in the terms and (if any) form at Annexure B or in such form as the Commonwealth may require; and
(b) in accordance with s120 of the Lands Acquisition Act 1989 (Cth).
24. AGREED VALUER

24.1 Agreed Valuer

(a) The Agreed Valuer shall be a valuer identified in accordance with this clause 24.

(b) After notice is given under clause 20.3 or 21.6(a) the Commonwealth and the Transferee will endeavour to agree on the Agreed Valuer.

(c) If the Commonwealth and the Transferee fail to agree on the Agreed Valuer within 14 days of notice being given under clause 20.3 or 21.6(a) (as applicable), the Agreed Valuer will be the person who is appointed by the President of relevant division of the Australian Property Institute located in the State or Territory where the Property is situated, or his or her nominee upon the application of either party.

25. MISCELLANEOUS

25.1 Further Assurances

Each party must do, sign, execute and deliver and procure that each of its employees and agents does sign, execute and deliver all deeds, documents, instruments and acts reasonably required of it or them to carry out and give full effect to this Deed and the rights and obligations of the parties under this Deed, before or after the Transfer Date.

25.2 Entire Deed and Amendment

This Deed:

(a) is the entire Deed of the parties on the subject matter; and

(b) can only be varied by Deed in writing of all the parties to it.

26. NOTICES

26.1 Method of Giving Notices

A notice required or permitted to be given by one party to another under this Deed must be in writing and is treated as being duly given if it is:

(a) left at that other party’s address;

(b) sent by pre-paid mail to that other party’s address; or

(c) transmitted by fax to that other party’s address.

26.2 Time of Receipt

A notice given to a party in accordance with clause 26.1 is treated as having been duly given and received:

(a) when delivered (if left at that party’s address);

(b) on the third Business Day after posting (if sent by pre-paid mail); and

(c) on the Business Day of transmission (if given by fax and sent to the fax number of that party and no intimation having been received that the notice had not been received,
whether that intimation comes from that party or from the operation of fax machinery or otherwise).

26.3 Address of Parties

For the purposes of this clause, the address of a party is the address set out below or another address of which that party may from time to time give notice to each other party.

The Transferee: Department of Environment, Climate Change and Water
Level 1, 43 Bridge Street,
Hurstville NSW
Attention: Melinda Murray
Facsimile: (02) 9585 6402

Finance: Property Management Branch
Department of Finance and Deregulation
Block B
Treasury Building
Parkes Place West
PARKES ACT 2600
Facsimile No.: 02 6215 2707

27. GST

27.1 Supply of Land

The Commonwealth and the Transferee agree that the gifting by the Commonwealth to the Transferee of the Property pursuant to this Deed is not a taxable supply.

27.2 Adjustments

All amounts adjusted under this Deed are adjusted exclusive of GST.

27.3 Reimbursements

A party’s obligation to reimburse another party for an amount paid or payable to a third party (e.g., a party’s obligation to pay another party’s legal costs) includes GST on the amount paid or payable to the third party except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.

27.4 Indemnities and reimbursement

If a party is obliged to make a payment under an indemnity or is required to reimburse a party for a cost (for example, a party’s obligation to pay another party’s legal costs) on which that other party must pay GST, the indemnity or reimbursement is for the cost plus all GST (except any GST for which that party can obtain an input tax credit).

27.5 Australian government agency

(a) The parties acknowledge that Finance is notionally liable to pay GST under the GST Law.

(b) A reference in this Deed to a liability to pay GST includes any notional liability to pay GST.
(c) A reference in this Deed to an entitlement to an input tax credit includes any notional input tax credit.

27.6 Interpretation

Unless otherwise defined, words defined in the GST Law have the same meaning in this special condition 3.

27.7 No Margin Scheme

The parties agree that the Commonwealth will not apply the margin scheme to the sale of the land under this Deed.
EXECUTED as Deed:

Signed Sealed and Delivered for and on behalf of the Director General of the State of New South Wales Department of Environment, Climate Change and Water in the presence of:

Lisa Corbyn, Director General

Witness (sign)

Meindra Murray

Witness (name printed)

Lisa Corbyn

(Print Name)

Director General

(Position)

Frank Sartor, Minister administering the National Parks and Wildlife Act, 1974

Witness (sign)

Sally Barnes

Witness (name printed)

Frank Sartor

(Name printed)

Signed Sealed and Delivered for and on behalf of THE COMMONWEALTH OF AUSTRALIA REPRESENTED BY THE DEPARTMENT OF FINANCE AND DEREGULATION in the presence of:

Gary Gray

Name (Printed):

Position: SPECIAL MINISTER OF STATE

Name of witness (printed):
<table>
<thead>
<tr>
<th>Item 1</th>
<th>Part 251-271 Franklin Street, Malabar, NSW, being Lot 4 in Deposited Plan 809094.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot 4</td>
<td></td>
</tr>
<tr>
<td>(address)</td>
<td></td>
</tr>
<tr>
<td>Item 2</td>
<td>Freehold</td>
</tr>
<tr>
<td>Interest</td>
<td></td>
</tr>
<tr>
<td>(eg freehold/leasehold)</td>
<td></td>
</tr>
<tr>
<td>Item 3</td>
<td>Certificate of title folio identifier 4/809094.</td>
</tr>
<tr>
<td>Instruments of Title</td>
<td></td>
</tr>
<tr>
<td>(eg certificate of title/ground lease)</td>
<td></td>
</tr>
</tbody>
</table>
Annexure A

DRAFT DEPOSITED PLAN
PLAN OF
SUBDIVISION OF LOTS 1 & 4 IN DP809094

L.G.A.: RANDWICK
Locality: LONG BAY
Parish: BOTANY
County: CUMBERLAND

Surveying and Spatial Information Regulation, 2006

I, IAN GRANT NEILSON
of 100 CHRISTIE STREET, ST LEONARDS
a surveyor registered under the Surveying and Spatial Information Act, 2006, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation, 2006 and was completed on 4-2-2011

The survey relates to LOTS 101 & 102

(Signature) Dated
Surveyor registered under Surveying and Spatial Information Act, 2006

Datum Line: X - Y
Type: Urban/Rural

Plans used in preparation of survey/compilation
DP809094, DPI07721, DP59725, DP599496

SURVEYOR’S REFERENCE: EN0286102
Annexure B

RESTRICTIVE COVENANT

ANNEXURE – RESTRICTIVE COVENANT

1 The Owner of Lot [to be inserted] Deposited Plan [to be inserted] must not, or permit or suffer any of the following without the prior consent of the Minister:

1.1 change or make an application to change the zoning of Lot [to be inserted] Deposited Plan [to be inserted] from its current zoning of Lot [to be inserted] Deposited Plan [to be inserted] other than a rezoning of the Property from Residential to E1 National Parks and Nature Reserve under the Randwick Local Environmental Plan 1998 (Consolidation); or

1.2 use Lot [to be inserted] Deposited Plan [to be inserted] other than for a purpose for which a National Park may be used, with the primary use being conservation, consistent with the objects and management principles of the National Parks and Wildlife Act 1974 (NSW).

2 The terms of this Instrument can only be released varied or modified by the Minister.

3 The covenant is entered into under section 120 of the Lands Acquisition Act 1989.

Definitions

3.1 In this document the following definitions apply

Minister means the Commonwealth Minister for Finance and Deregulation from time to time.

Owner of Lot [to be inserted] Deposited Plan [to be inserted] means the registered proprietor from time to time of the lot burdened (including those claiming under or through the registered proprietor).
Annexure C

DEED RESERVING RESTRICTION ON USE
Deed Reserving Restriction on Use

Commonwealth of Australia
ABN970 632 495

Minister Administering the National Parks and Wildlife Act 1974 (NSW)

Blake Dawson
Level 11
12 Moore Street
Canberra ACT 2601
Australia
T 61 2 6234 4000
F 61 2 6234 4111
Reference
JDO 02 2003 7309
©Blake Dawson 2011
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Deed Reserving Restriction On Use

DATE

PARTIES

Commonwealth of Australia (ABN 970 632 495) (the Commonwealth) represented by
the Property and Construction Division of the Department of Finance and Deregulation,
Level 5, Block B, Treasury Building, Parkes Place West, Parkes ACT 2600.

The Minister Administering the National Parks and Wildlife Act 1974 (NSW)
(the Transferee).

RECITALS

A. By the Deed the Commonwealth agreed to transfer and the Transferee agreed to accept
the transfer of the Property.

D. The Deed is subject to the reservation on completion of a restriction on the use of the land
created pursuant to section 120 of the Lands Acquisition Act 1989 (Cth) to conserve the
environmental and heritage values of the Property.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 Definitions

The following definitions apply in this document.

Business Day means a day that is not a Saturday, Sunday or public holiday in New South
Wales.

Deed means the Deed of Transfer for the transfer of the Property dated [insert] 2011
between the Commonwealth and the Minister administering the National Parks and Wildlife
Act 1974 (NSW) (Minister) as the Transferee in respect of the Property.

Property means the land in Lot 102 in Deposited Plan [insert] at Malabar in the State of
New South Wales.

Transferee means any entity or person to whom the Transferee transfers or otherwise
disposes of the Property.

1.2 Rules for interpreting this document

Headings are for convenience only, and do not affect interpretation. The following rules
also apply in interpreting this document, except where the context makes it clear that a rule
is not intended to apply.

(a) A reference to:

(i) legislation (including subordinate legislation) is to that legislation as
amended, re-enacted or replaced, and includes any subordinate legislation
issued under it;
(ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;

(iii) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;

(iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and

(v) anything (including a right, obligation or concept) includes each part of it.

(b) A singular word includes the plural, and vice versa.

(c) A word which suggests one gender includes the other genders.

(d) If a word is defined, another part of speech has a corresponding meaning.

(e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

(f) The word agreement includes an undertaking or other binding arrangement or understanding, whether or not in writing.

2. RESERVATION OF RESTRICTION

2.1 Protection of the environmental and heritage values of the Property

The Commonwealth reserves to the Commonwealth the following restriction on the use of land pursuant to section 120 of the Lands Acquisition Act 1989 (Cth):

The Transferee:

(a) must not use the Property or permit it to be used for any purpose other than a purpose for which a National Park may be used, with the primary use being conservation; and

(b) must not manage the Property except in accordance with the Plan of Management dated [insert] prepared by [insert] or any later Plan of Management procured by the Transferee to update or supersede the Plan of Management.

3. TRANSFEREE REQUIRED TO ENTER INTO DEED

3.1 Transferee to enter into Deed

The Transferee must not transfer or otherwise dispose of any part of the Property:

(a) without the prior written consent of the Minister for Finance and Deregulation;

(b) without requiring the Transferee on completion as a condition of completion to enter into a deed with the Commonwealth:

(i) acknowledging the existence of the restriction on use; and

(ii) covenaniting with the Commonwealth to comply with it.
4. GST

4.1 Payment of GST

(a) A recipient of a taxable supply made under or in connection with this deed must pay to the supplier, in addition to any consideration for the taxable supply, any GST paid or payable by the supplier in respect of the taxable supply.

(b) The recipient must pay the GST to the supplier within 7 days after the supplier has issued a tax invoice to the recipient in respect of the supply.

4.2 Indemnities

(a) If a party has an indemnity or claim for reimbursement for a cost on which that party must pay GST, the indemnity or reimbursement is for the cost plus all GST (except any GST for which that party can obtain an input tax credit).

(b) A party may recover payment under an indemnity before it makes the payment in respect of which the indemnity is given.

4.3 Australian government agency

(a) The parties acknowledge that the Commonwealth is notionally liable to pay GST under the GST Law.

(b) A reference in this document to a liability to pay GST includes any notional liability to pay GST.

(c) A reference in this document to an entitlement to an input tax credit includes any notional input tax credit.

5. NOTICES

(a) A notice, consent or other communication under this document is only effective if it is in writing, signed and either left at the addressee’s address or sent to the addressee by mail or fax.

(b) A notice given to a person in accordance with this clause is treated as having been given and received:

(i) if delivered, on the day of delivery if delivered before 5.00pm on a Business Day, otherwise on the next Business Day;

(ii) if sent by pre-paid mail, on the third Business Day after posting; or

(iii) if transmitted by facsimile and a correct and complete transmission report is received, on the day of transmission if the report states that transmission was completed before 5.00pm on a Business Day, otherwise on the next Business Day.
A person's address and fax number are those set out below, or as the person notifies the sender:

**The Commonwealth**
Address: C/- Department of Finance and Deregulation
Property and Construction Division
Level 5, Block B, Treasury Building
Parkes Place West, Parkes ACT 2600

Fax number:
Attention:

**The Transferee:**
Department of Environment, Climate Change and Water
Level 1, 43 Bridge Street,
Hurstville NSW

Attention: Melinda Murray
Facsimile: (02) 9585 6402

6. **GENERAL**

6.1 **Governing law**
This document is governed by the law in force in New South Wales.

6.2 **Liability for expenses**
(a) Each party must pay its own expenses incurred in connection with:
   (i) the negotiation, preparation, execution, stamping and registration of this document;
   (ii) the transactions that this document contemplates; and
   (iii) any amendment to, or any consent, approval, waiver, release or discharge of or under, this document.
(b) The Transferee must pay any stamp duty that is payable on this document.

6.3 **Giving effect to this document**
Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that the other party may reasonably require to give full effect to this document.

6.4 **Waiver of rights**
A right may only be waived in writing, signed by the party giving the waiver, and:
(a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
(b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
(c) the exercise of a right does not prevent any further exercise of that right or of any other right.
6.5 Operation of this document

(a) This document and the Deed contain the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this document and has no further effect.

(b) Any right that a person may have under this document is in addition to, and does not replace or limit, any other right that the person may have.

(c) Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this document.

6.6 Exclusion of contrary legislation

Any legislation that adversely affects an obligation of a party, or the exercise by a party of a right or remedy, under or relating to this document is excluded to the full extent permitted by law.

6.7 Conflict

Where any right, power, authority, discretion or remedy of a party under this document is inconsistent with the powers conferred by applicable law, then to the extent not prohibited by that law, the powers conferred by applicable law are regarded as negatived or varied to the extent of the inconsistency.

6.8 Amendment

This document can only be amended, supplemented, replaced or novated by another document signed by the parties.

6.9 Counterparts

This document may be executed in counterparts.

6.10 Attorneys

Each person who executes this document on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.
EXECUTED as a deed.

Signed Sealed and Delivered for and on behalf of the Minister administering the National Parks and Wildlife Act, 1974 in the presence of:

Sally Barnes
Witness (sign)

Sally Barnes
Witness (name printed)

Frank Sartor, Minister administering the National Parks and Wildlife Act, 1974

Signed Sealed and Delivered for and on behalf of THE COMMONWEALTH OF AUSTRALIA REpresented by the Department of Finance and Deregulation in the presence of:

Andrew Smith
Name (printed):

Position: SPECIAL MINISTER OF STATE

Alt Secretary Property Branch.
EXHIBIT NOTE

DEED OF TRANSFER

DISCLOSURE DOCUMENTS EXHIBIT

The following documents listed below and contained on the CD ROM provided to the Transferee prior to the execution of this Disclosure Documents Exhibit are the "Disclosure Documents" (as defined) referred to in clause 1.1 of the Deed of Transfer between the MINISTER ADMINISTERING THE NATIONAL PARKS AND WILDLIFE ACT 1974 (NSW) and the DIRECTOR GENERAL OF THE NSW DEPARTMENT OF ENVIRONMENT, CLIMATE CHANGE AND WATER and the COMMONWEALTH OF AUSTRALIA dated 2011:

Folio identifier 4/809094

- Title search dated 23 November 2010
- Deposited Plan 809094
- Copy of unregistered Deposited Plan

Other

- Anzac Rifle Range Malabar Heritage Assessment, dated December 2009 prepared by Environmental Resources Management Australia Pty Ltd for United Group Process Solutions on behalf of the Department of Finance and Deregulation.
- Anzac Rifle Range and Malabar Headland Vegetation and Weed Management Plan, dated January 2010 prepared by Parsons Brinckerhoff Australia Pty Limited.
- Asbestos Survey and Assessment – Anzac Rifle Range, Malabar Headland New South Wales, dated May 2010 prepared by prepared by Parsons Brinckerhoff Australia Pty Limited.
- Anzac Rifle Range Surface Water and Groundwater Contamination Conceptual Model, dated May 2009 prepared by Sinclair Knight Merz Pty Ltd.
- Anzac Rifle Range Surface Water and Groundwater Management Plan, dated May 2009 prepared by Sinclair Knight Merz Pty Ltd.
- Anzac Rifle Range Sampling Analysis and Quality Plan, dated May 2009 prepared by Sinclair Knight Merz Pty Ltd.
- Ecological and Human Health Risk Assessment for Contaminants Present in
Groundwater and Surface Water, Malabar Headland, Malabar NSW, dated 21 April 2006 prepared by Coffey Geosciences Pty Ltd.

Signed Sealed and Delivered for and on behalf of the Director General of the State of New South Wales Department of Environment, Climate Change and Water in the presence of:

Lisa Corbyn, Director General

Witness (sign)

Melinda Murray
Witness (name printed)

Signed Sealed and Delivered for and on behalf of the Minister administering the National Parks and Wildlife Act, 1974 in the presence of:

Frank Sartor, Minister administering the National Parks and Wildlife Act, 1974

Witness (sign)

SALLY BARNES
Witness (name printed)

Signed Sealed and Delivered for and on behalf of THE COMMONWEALTH OF AUSTRALIA REPRESENTED BY THE DEPARTMENT OF FINANCE AND DEREGULATION in the presence of:

Andrew Smith
Name (printed):

DATED:

Page 3 of 3