

Contract for the sale and purchase of land 2022 edition

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| TERM | MEANING OF TERM | NSW DAN: |
| vendor's agent | RE/MAX Prestige Shop 7.1, 2 Dawn Fraser Avenue, Sydney Olympic Park NSW 2127 | phone: 02 9319 1864 email: joseph.choi@remax.com.au |
| co-agent | | |
| vendor | Soon Hee Park and Junsik Park | |
| vendor's solicitor | JHP Lawyers Suite 7.04, 99 York Street Sydney NSW 2000 | phone: 02 7233 0777 email: jae@jhplawyers.com.au ref: CV:25250 |
| date for completion | 42 days after the contract date | (clause 15) |
| land (address, plan details and title reference) | 22 Farlow Parade, Marsden Park NSW 2765 LOT 4228 DEPOSITED PLAN 1273929 Folio Identifier 4228/1273929 | |
| improvements | <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input 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 type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents: | |

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

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| inclusions | <input checked="" type="checkbox"/> air conditioning <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input checked="" type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> ceiling fans <input checked="" type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna <input type="checkbox"/> other: |
| exclusions | |
| purchaser | |
| purchaser's solicitor | |
| price | |
| deposit | |
| balance | (10% of the price, unless otherwise stated) |
| contract date | (if not stated, the date this contract was made) |

Where there is more than one purchaser ☐ JOINT TENANTS
☐ tenants in common ☐ in unequal shares, specify:

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

buyer's agent

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

SIGNING PAGE

| VENDOR | PURCHASER |
|--|--|
| <p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p> | <p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p> |
| VENDOR (COMPANY) | PURCHASER (COMPANY) |
| <p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p> | <p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p> |

ChoicesVendor agrees to accept a **deposit-bond**☒ NO ☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 4)**Manual transaction** (clause 30)☒ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exemption, in the space below):

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**☒ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

GSTRW payment (GST residential withholding payment) – 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 representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): \$Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

List of Documents

| General | Strata or community title (clause 23 of the contract) |
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| <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate | <ul style="list-style-type: none"> <input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract |
| <p>Home Building Act 1989</p> <ul style="list-style-type: none"> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <p>Swimming Pools Act 1992</p> <ul style="list-style-type: none"> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance | <p>Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> 60 |

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, 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 the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds 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 the *Conveyancing Act 1919*, section 66X. This statement 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 before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 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 the Act, section 66W, 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 the Act, section 66ZG.
- 4** A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5** The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. 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 and Stock 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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| APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services | 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 |
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 If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
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)

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

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| <i>adjustment date</i> | the earlier of the giving of possession to the purchaser or completion; |
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>authorised Subscriber</i> | a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8; |
| <i>bank</i> | the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union; |
| <i>business day</i> | any day except a bank or public holiday throughout NSW or a Saturday or Sunday; |
| <i>cheque</i> | a cheque that is not postdated or stale; |
| <i>clearance certificate</i> | a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion; |
| <i>completion time</i> | the time of day at which completion is to occur; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>deposit-bond</i> | a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount; |
| <i>depositholder</i> | vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent); |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>document of title</i> | document relevant to the title or the passing of title; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic 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>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |
| <i>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>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>legislation</i> | an Act or a by-law, ordinance, regulation or rule made under an Act; |
| <i>manual transaction</i> | a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ; |
| <i>normally</i> | subject to any other provision of this contract; |
| <i>participation rules</i> | the participation rules as determined by the <i>ECNL</i> ; |
| <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>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; |

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| <i>requisition</i> | an objection, question or requisition (but the term does not include a claim); |
| <i>rescind</i> | rescind this contract from the beginning; |
| <i>serve</i> | serve in writing on the other <i>party</i> ; |
| <i>settlement cheque</i> | an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>; |
| <i>solicitor</i> | in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ; |
| <i>TA Act</i> | Taxation Administration Act 1953; |
| <i>terminate</i> | terminate this contract for breach; |
| <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> ; |
| <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). |

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

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 –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
 - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
 - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
 - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
 - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* 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 the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *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 16.5.
- 3.9 The vendor must give the purchaser any original *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 any original *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 any original *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 any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 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
- 4.2.2 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.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 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.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW 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.

- 4.13 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 –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are 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; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 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 –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

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 vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for 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 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 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.
- 14.7 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 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 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.
- 16.4 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

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

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 4.8 or clause 30.4);
 - 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;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 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 4, 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 *serving* 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 - 4) 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.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

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 s171 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 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 14.6 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 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information 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 –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - 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 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 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.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 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.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* 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.

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 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a 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 burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 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
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 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.
- 30.8 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.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *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 –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 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).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 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.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

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 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 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 sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 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.

22 FARLOW PDE MARSDEN PARK NSW 2763

SPECIAL CONDITIONS

BETWEEN the Vendor named on front page of this Contract

AND the Purchaser named on front page of this Contract.

These are the special conditions to the contract for the sale of land. In the event of any discrepancy between these special conditions and the standard terms of this contract, the clauses contained in these special conditions shall prevail.

1. Amendment to standard terms of contract

The clause of the standard terms of this contract is amended as follows:

- (a) In Clauses 2.2 and 4.1, the word "Normally" is deleted.
 - (b) Clause 5.1 is deleted.
 - (c) In Clause 5.2.1, "21 days" is deleted and replaced with "7 days".
 - (d) In Clause 7, "before completion" is deleted and replaced with "not less than 14 days before the Completion Date".
 - (e) In Clause 7.1.1, "5% of the price" is deleted and replaced with "\$1.00".
 - (f) In Clause 7.2.1, "10%" is deleted and replaced with "\$1,000.00".
 - (g) In Clause 8.1.1, the words "on reasonable grounds" is deleted.
 - (h) In Clause 8.1.2, the words "and those grounds" is deleted.
 - (i) In Clauses 10.1.8 and 10.1.9, the word "substance" is deleted and replaced with "existence".
 - (j) Clause 16.8 is deleted.
 - (k) Clauses 23.13 and 23.14 are deleted and replaced with "The purchaser must obtain an information certificate at their own costs and serve on the vendor not less than 7 days prior to the Completion Date. The vendor hereby authorises the purchaser to apply for the certificate."
 - (l) Clause 23.6.1 is deleted and replaced with "the purchaser is liable for any instalments due after the completion date".
 - (m) Clause 23.9 is deleted.
-

2. Interpretation

In this contract unless the contrary intention appears:

- (a) a gender includes any gender;
- (b) the singular includes the plural and vice versa;
- (c) if a word or phrase is defined, then its other grammatical forms have a corresponding meaning;
- (d) headings do not affect interpretation; and
- (e) a reference to legislation includes but is not limited to a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument under it.

3. Death or incapacity

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

4. Notice to complete

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

5. Purchaser acknowledgements

- (a) The purchaser acknowledges that they are purchasing the property:
 - (i) In its present condition and state of repair;
 - (ii) Subject to all defects latent and patent;
 - (iii) Subject to any infestations and dilapidation;
 - (iv) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
-

-
- (v) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.
- (b) The purchaser agrees not to seek to, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

6. Purchaser to be satisfied as to use

The purchaser acknowledges that the vendor does not in any way warrant the use to which the property may be used and the purchaser is satisfied as to the requirements of all responsible authorities in relation to the use of the property for any and all purposes. The use of the property by the vendor does not of itself mean that such use is a permitted use.

7. Late completion

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not. The Purchaser shall also be responsible for additional Vendor's costs in the sum of \$220.00 payable on settlement for the Vendor's costs in serving a notice to complete.

8. Completion booking cancellation

If the purchaser cancels settlement for a particular day after appropriate arrangements have been made, the purchaser will allow on settlement a GST inclusive fee of \$165.00 as agreed additional costs arising from each cancellation.

9. Deposit

Although a full 10% deposit is payable by the purchaser, the vendor may agree to allow the purchaser to exchange the contract on the basis that only part of the deposit is paid at the time of exchange. If the vendor has agreed to accept lesser amount of deposit on exchange, the balance of the deposit must be paid to the vendor by the purchaser on or before the settlement. The full earnest of 10% of the price will be forfeited in the event that the purchaser fails to complete in accordance with the terms of this contract.

10. Requisitions

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

11. Agent

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

12. Smoke alarms

If the subject property does not have smoke alarms installed or is not compliant with the Environmental Planning and Assessment Act 1979 or any other legislation, the purchaser must comply immediately upon settlement and cannot make any claims, requisitions, claim for compensation or delay the settlement.

13. Swimming pool

If a non-compliance certificate is attached to this contract, it shall be the purchaser's responsibility to rectify any defects and obtain a certificate of compliance within the due date following the settlement, and the purchaser cannot not make any claims, requisitions, claim for compensation or delay the settlement arising out of the swimming pool.

14. Foreign Purchaser

The purchaser warrants:

- (a) That the purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or
 - (b) That the Purchaser is a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975 and that the treasurer of the Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the property by the purchaser. .
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15. Electronic settlement

- (a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.
- (b) The provisions of this contract continue to apply as modified by the electronic settlement procedures.
- (c) Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.
- (d) Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.
- (e) Settlement takes place when the financial settlement takes place.
- (f) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
- (g) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. The parties must settle as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.
- (h) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

17. Release of deposit

- ~~(a) Despite the provisions of clause 2 of this contract, the parties agree that the vendor is entitled to use all of or so much of the deposit paid by the purchaser under this contract towards payment of:
 - ~~(i) the deposit; and~~
 - ~~(ii) transfer duty,~~payable by the vendor under a contract to purchase another property.~~
 - ~~(b) Where the deposit is to be used for transfer duty, the purchaser agrees to release absolutely all or part of the deposit for such purpose. When requested by the vendor, the purchaser will provide written authority to the deposit holder for the release of all of or so much of the deposit as required pursuant to this condition.~~
 - ~~(c) Where the deposit is to be used for the deposit payable by the vendor under a contract to purchase another property, the deposit must be placed in the trust account of the real estate agent or vendor's solicitor in such subsequent purchase and the deposit must not be released to the vendor in such subsequent purchase and the contract in relation to such subsequent purchase must contain a special condition making completion of that contract conditional upon completion of this contract.~~
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- (d) ~~The parties agree that this special condition is sufficient authority for the deposit holder to release the whole or part of the deposit to the vendor for the purposes of this special condition. However, in the event the depositholder requires a written authority, the purchaser or their solicitor must provide a written authority within 48 hours of being requested.~~
- (e) If the vendor requires payment of sum that is greater than the balance purchase price to discharge any liabilities including any loan balances for the settlement to be effected, the vendor may require the purchaser to provide a written authority to the depositholder to release any part of the deposit to the vendor's solicitor's or their settlement agent's trust account for the purpose of disbursing on settlement. If requested to do so, the purchaser or their solicitor must provide a written authority within 48 hours of being requested.
-

Conditions of sale of land by auction

- (a) The Bidders' record means the bidders' record to be kept pursuant to clause 13 of the Property and Stock Agents Regulation 2014 and section 68 of the Property and Stock Agents Act 2002.
- (b) The vendor's reserve price must be given in writing to the auctioneer before the auction commences.
- (c) A bid for the vendor cannot be made unless the auctioneer has, before the start of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor.
- (d) The highest bidder is the purchaser, subject to any reserve price.
- (e) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
- (f) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor.
- (g) 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.
- (h) A bid cannot be made or accepted after the fall of the hammer.
- (i) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement for sale.

In addition to the conditions above the following conditions apply to the sale by auction of residential property or rural land:

- (j) All bidders must be registered in the bidders' record and display an identifying number when making a bid.
- (k) The auctioneer may make only one vendor bid at an auction of residential property or rural land.
- (l) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller.

In addition to the conditions set out above the following conditions apply to 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

- (m) More than one vendor bid may be made to purchase the interest of a co-owner.
 - (n) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
 - (o) 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.
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- (p) 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.
-



FOLIO: 4228/1273929

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|---------|------------|-----------|
| ----- | ---- | ----- | ---- |
| 1/9/2025 | 7:52 PM | 3 | 17/7/2023 |

LAND

LOT 4228 IN DEPOSITED PLAN 1273929

AT MARSDEN PARK

LOCAL GOVERNMENT AREA BLACKTOWN

PARISH OF ROOTY HILL COUNTY OF CUMBERLAND

TITLE DIAGRAM DP1273929

FIRST SCHEDULE

JUN SIK PARK

SOON HEE PARK

AS JOINT TENANTS

(T AT271635)

SECOND SCHEDULE (16 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1178982 EASEMENT FOR SERVICES 7 METRE(S) WIDE APPURTENANT TO
THE LAND ABOVE DESCRIBED
DP1225885 EASEMENT RELEASED IN SO FAR AS IT AFFECTS LOT 10
IN DP1178982 AND LOT 5 IN DP1078187
- 3 DP1178982 RIGHT OF ACCESS 7 METRE(S) WIDE APPURTENANT TO THE
LAND ABOVE DESCRIBED
DP1225885 EASEMENT RELEASED IN SO FAR AS IT AFFECTS LOT 10
IN DP1178982 AND LOT 5 IN DP1078187
- 4 DP1230981 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (10) IN THE S.88B INSTRUMENT
- 5 DP1273929 EASEMENT TO DRAIN WATER 6 METRE(S) WIDE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 6 DP1273929 RIGHT OF CARRIAGEWAY 6 METRE(S) WIDE APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 7 DP1273929 EASEMENT FOR ACCESS AND MAINTENANCE 0.9 METRE(S) WIDE
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP1273929 EASEMENT FOR SERVICES 6 METRE(S) WIDE APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 9 DP1273929 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (6) IN THE S.88B INSTRUMENT
- 10 DP1273929 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (7) IN THE S.88B INSTRUMENT
- 11 DP1273929 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (8) IN THE S.88B INSTRUMENT
- 12 DP1273929 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (9) IN THE S.88B INSTRUMENT

END OF PAGE 1 - CONTINUED OVER

CV:25250...

PRINTED ON 1/9/2025

FOLIO: 4228/1273929

PAGE 2

SECOND SCHEDULE (16 NOTIFICATIONS) (CONTINUED)

- 13 DP1273929 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (10) IN THE S.88B INSTRUMENT
- 14 DP1273929 POSITIVE COVENANT REFERRED TO AND NUMBERED (11) IN
THE S.88B INSTRUMENT
- 15 DP1273929 POSITIVE COVENANT REFERRED TO AND NUMBERED (12) IN
THE S.88B INSTRUMENT
- 16 AT271636 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP
LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

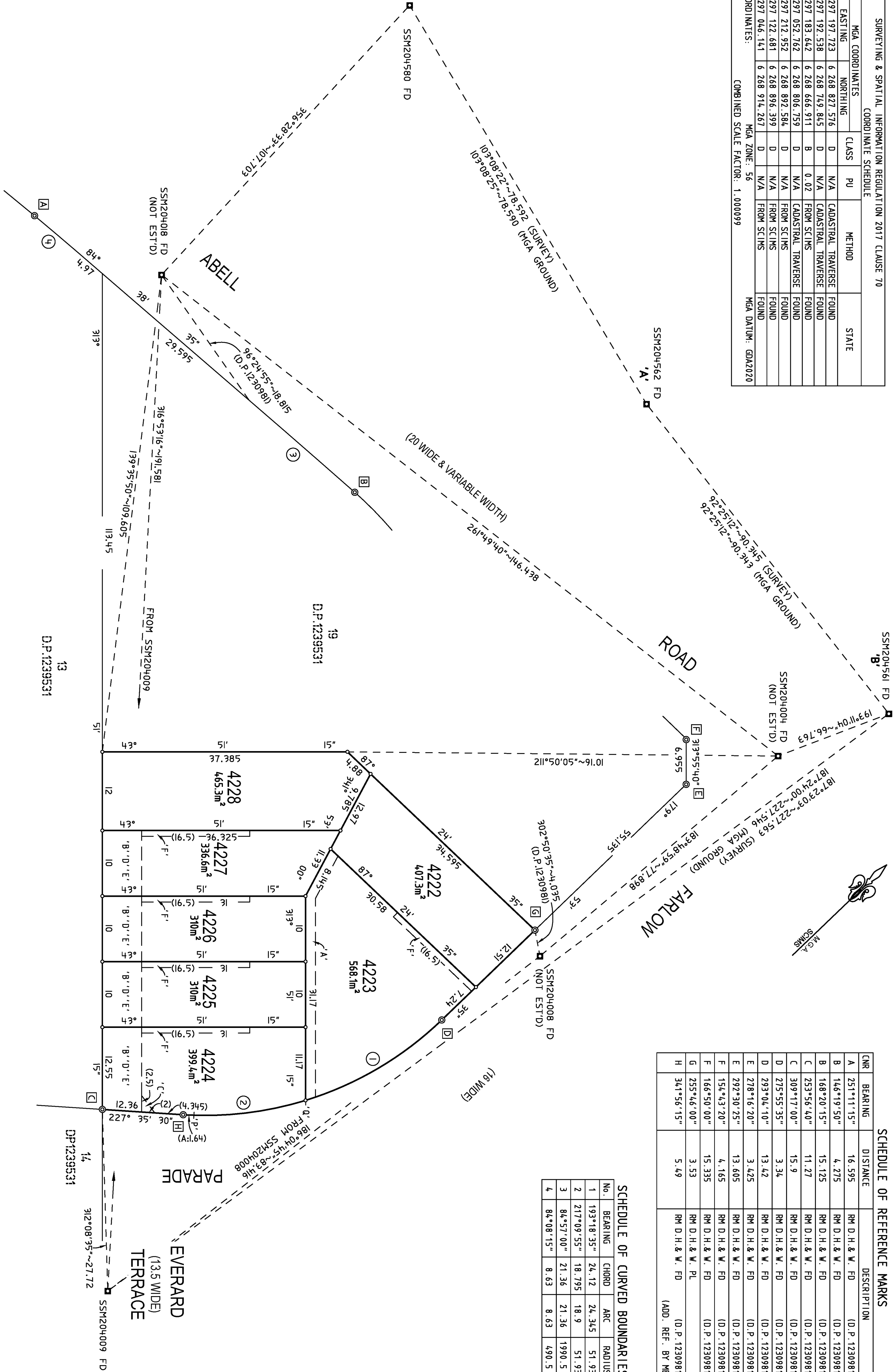
*** END OF SEARCH ***

CV: 25250...

PRINTED ON 1/9/2025

* 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.

| SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 70 | | | | | | |
|---|-----------------|---------------|---------------------------------|------|--------------------|-------|
| COORDINATE SCHEDULE | | | | | | |
| MARK | MGA COORDINATES | | CLASS | PU | METHOD | STATE |
| | EASTING | NORTHING | | | | |
| SSM204004 | 297 197.723 | 6 268 827.576 | D | N/A | CADASTRAL TRAVERSE | FOUND |
| SSM204008 | 297 192.538 | 6 268 749.845 | D | N/A | CADASTRAL TRAVERSE | FOUND |
| SSM204009 | 297 183.642 | 6 268 666.911 | B | 0.02 | FROM SCIMS | FOUND |
| SSM204018 | 297 052.762 | 6 268 806.759 | D | N/A | CADASTRAL TRAVERSE | FOUND |
| SSM204561 | 297 212.952 | 6 268 892.584 | D | N/A | FROM SCIMS | FOUND |
| SSM204562 | 297 122.681 | 6 268 896.399 | D | N/A | FROM SCIMS | FOUND |
| SSM204580 | 297 046.141 | 6 268 914.267 | D | N/A | FROM SCIMS | FOUND |
| DATE OF SCIMS COORDINATES: | | | MGA ZONE: 56 | | MGA DATUM: GDA2020 | |
| 30 NOVEMBER 2021 | | | COMBINED SCALE FACTOR: 1.000099 | | | |




| SCHEDULE OF REFERENCE MARKS | | | |
|-----------------------------|------------|----------|-----------------------------------|
| CNR | BEARING | DISTANCE | DESCRIPTION |
| A | 251°11'15" | 16.595 | RM D.H. & W. FD (D.P. 1230981) |
| B | 146°19'50" | 4.275 | RM D.H. & W. FD (D.P. 1230981) |
| B | 168°20'15" | 15.125 | RM D.H. & W. FD (D.P. 1230981) |
| C | 253°56'40" | 11.27 | RM D.H. & W. FD (D.P. 1230981) |
| C | 309°17'00" | 15.9 | RM D.H. & W. FD (D.P. 1230981) |
| D | 275°55'35" | 3.34 | RM D.H. & W. FD (D.P. 1230981) |
| D | 293°04'10" | 13.42 | RM D.H. & W. FD (D.P. 1230981) |
| E | 278°16'20" | 3.425 | RM D.H. & W. FD (D.P. 1230981) |
| E | 292°30'25" | 13.605 | RM D.H. & W. FD (D.P. 1230981) |
| F | 154°43'20" | 4.165 | RM D.H. & W. FD (D.P. 1230981) |
| F | 166°50'00" | 15.335 | RM D.H. & W. FD (D.P. 1230981) |
| G | 253°46'00" | 3.53 | RM D.H. & W. PL (D.P. 1230981) |
| H | 341°56'15" | 5.49 | RM D.H. & W. FD (ADD. REF. BY ME) |

| SCHEDULE OF CURVED BOUNDARIES | | | | |
|-------------------------------|------------|--------|--------|--------|
| No. | BEARING | CHORD | ARC | RADIUS |
| 1 | 193°18'35" | 24.12 | 24.345 | 51.935 |
| 2 | 217°09'55" | 18.795 | 18.9 | 51.935 |
| 3 | 84°57'00" | 21.36 | 21.36 | 1990.5 |
| 4 | 84°08'15" | 8.63 | 8.63 | 490.5 |

| | | | | |
|--|---|--|-------------------------|-----------|
| SURVEYOR Name: ANDREW RICHARD THOMAS Date: 30 NOVEMBER 2021 Reference: 108-12-42A-2 | PLAN OF SUBDIVISION OF LOT 5476 D.P. 1230981 | LGA: BLACKTOWN Locality: MARSDEN PARK Reduction Ratio: 1: 400 Lengths are in metres | Registered 7/06/2022 | DP1273929 |
|--|---|--|-------------------------|-----------|

| PLAN FORM 6 (2020) | | DEPOSITED PLAN ADMINISTRATION SHEET | Sheet 1 of 3 sheet(s) |
|---|--|---|-----------------------|
| Registered:  7/06/2022 Title System: TORRENS | | Office Use Only <div style="text-align: center; font-size: 2em; font-weight: bold;">DP1273929</div> | |
| PLAN OF SUBDIVISION OF LOT 5476 D.P.1230981 | | LGA: BLACKTOWN Locality: MARSDEN PARK Parish: ROOTY HILL County: CUMBERLAND | |
| Survey Certificate I, <u>ANDREW RICHARD THOMAS</u> of <u>CRAIG & RHODES PTY LTD</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on <u>30 NOVEMBER 2021</u> , or *(b) The part of the land shown in the plan (*being/*excluding ** _____ _____ was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on, _____ the part not surveyed was compiled in accordance with that Regulation, or _____ *(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017. Datum Line: 'A' - 'B' Type: *Urban/*Rural The terrain is *Level Undulating / *Steep Mountainous Signature: <u>Andrew R Thomas</u> Dated: <u>1/12/21</u> Surveyor Identification No: <u>247</u> Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey. | | Crown Lands NSW/Western Lands Office Approval I, _____ (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: _____ Date: _____ File Number: _____ Office: _____ | |
| Subdivision Certificate I, <u>Judith Portelli</u> *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment</i> <i>Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: <u>Judith Portelli</u> Electronic signature of me, Judith Portelli, affixed by me on 2/06/2022 2:24:58 PM Registration number: <u>N/A</u> Consent Authority: <u>Blacktown City Council</u> Date of endorsement: <u>3 June 2022</u> Subdivision Certificate number: <u>SC-22-00045</u> File number: <u>DA-20-02093</u> *Strike through if inapplicable. | | | |
| Plans used in the preparation of survey/compilation. D.P.1230981 D.P.1239531 | | Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land. | |
| Surveyor's Reference: 108-12-42A-2 | | Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A | |

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 3 sheet(s)

Registered:  7/06/2022 Office Use Only

Office Use Only

DP1273929

PLAN OF
SUBDIVISION OF LOT 5476 D.P.1230981

Subdivision Certificate number: SC-22-00045
 Date of Endorsement: 3 June 2022

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

| SURVEYING & SPATIAL INFORMATION REGULATION 2017 CLAUSE 60(c) | | | | |
|--|------------|-------------|-------------|--------------|
| SCHEDULE OF LOTS & ADDRESSES | | | | |
| LOT | STREET No. | STREET NAME | STREET TYPE | LOCALITY |
| 4222 | 10 | FARLOW | PARADE | MARSDEN PARK |
| 4223 | 12 | FARLOW | PARADE | MARSDEN PARK |
| 4224 | 14 | FARLOW | PARADE | MARSDEN PARK |
| 4225 | 16 | FARLOW | PARADE | MARSDEN PARK |
| 4226 | 18 | FARLOW | PARADE | MARSDEN PARK |
| 4227 | 20 | FARLOW | PARADE | MARSDEN PARK |
| 4228 | 22 | FARLOW | PARADE | MARSDEN PARK |

SOURCE: BLACKTOWN CITY COUNCIL

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED
 AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED TO
 CREATE:-


1. EASEMENT TO DRAIN WATER 1.5 WIDE (A)
2. EASEMENT TO DRAIN WATER 6 WIDE (E)
3. RIGHT OF CARRIAGEWAY 6 WIDE (D)
4. EASEMENT FOR ACCESS & MAINTENANCE 0.9 WIDE (F)
5. EASEMENT FOR SERVICES 6 WIDE (B)
6. RESTRICTION ON USE OF LAND
7. RESTRICTION ON USE OF LAND
8. RESTRICTION ON USE OF LAND
9. RESTRICTION ON USE OF LAND
10. RESTRICTION ON USE OF LAND
11. POSITIVE COVENANT
12. POSITIVE COVENANT
13. RESTRICTION ON USE OF LAND

If space is insufficient use additional annexure sheet

Surveyor's Reference: 108-12-42A-2

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:  7/06/2022 Office Use Only

Office Use Only

DP1273929

PLAN OF
SUBDIVISION OF LOT 5476 D.P.1230981

Subdivision Certificate number: SC-22-00045
Date of Endorsement: 3 June 2022

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Executed for and on behalf of Stockland Development Pty Limited ACN 000 064 835 by its duly authorised attorney under Power of Attorney registered in Book 4741 No. 742 who declares that (s)he has no notification of revocation of the said Power of Attorney in the presence of:

Electronic signature of me, Sophie Ale, affixed by me on 3.06.2022

Sophie Ale

Electronic signature of me, Claire Kotevski, affixed by me on 3.06.2022

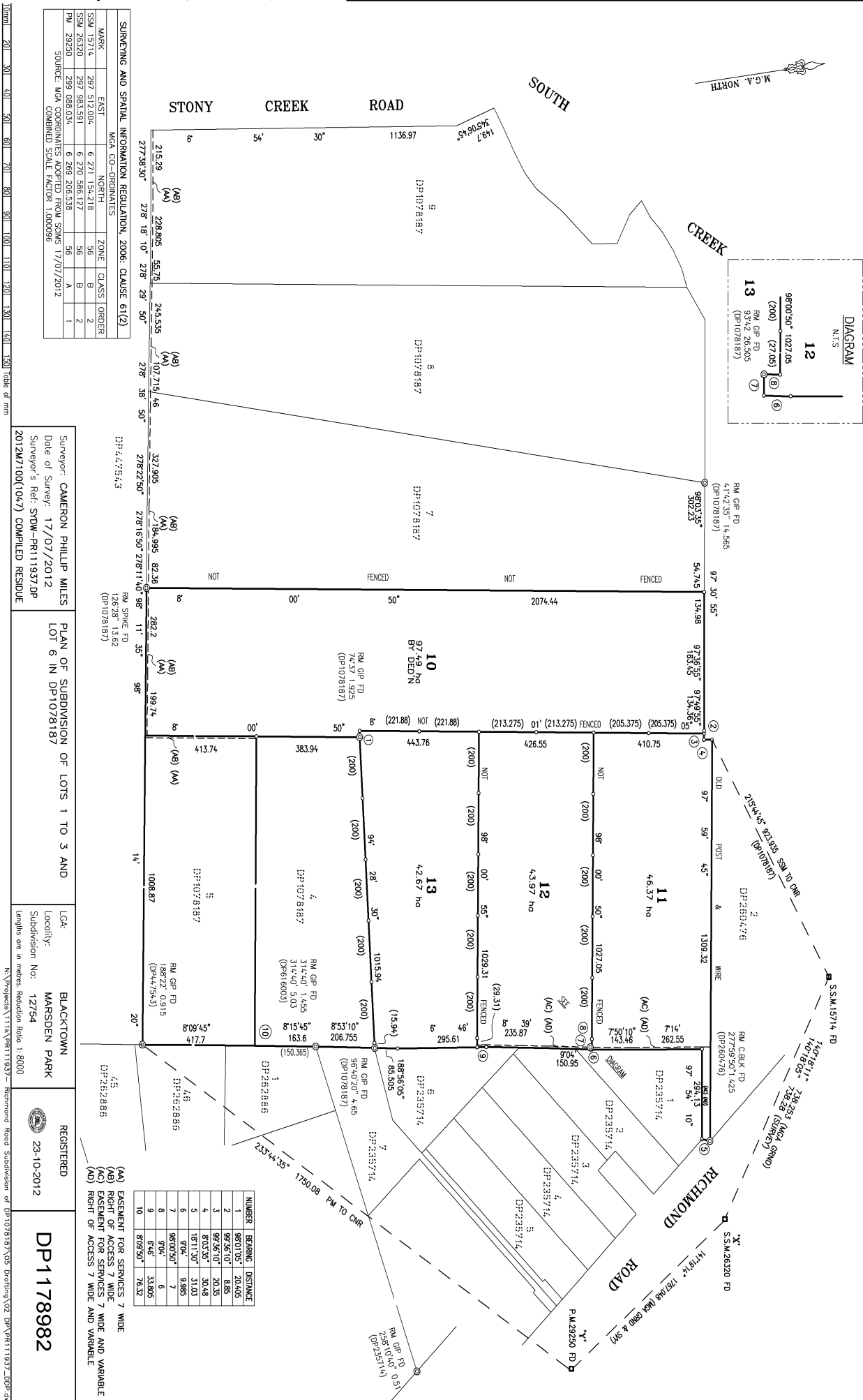
Signature of Witness

Claire Kotevski
Name of Witness (print)

133 Castlereagh Street, Sydney
Address of Witness (print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 108-12-42A-2



PLAN FORM 6

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 3 sheet(s)

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

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

1. EASEMENT FOR SERVICES 7 WIDE. (AA)
2. RIGHT OF ACCESS 7 WIDE. (AB)
3. EASEMENT FOR SERVICES 7 WIDE AND VARIABLE. (AC)
4. RIGHT OF ACCESS 7 WIDE AND VARIABLE. (AD)
5. RESTRICTION ON THE USE OF LAND
6. POSITIVE COVENANT
7. POSITIVE COVENANT

IT IS INTENDED TO RELEASE:

1. RIGHT OF ACCESS 7 WIDE AND VARIABLE. (A) (DP1078187)
2. RIGHT OF ACCESS 7 WIDE.(R) (DP1078187)
3. EASEMENT FOR SERVICES 7 WIDE AND VARIABLE.(S) (DP1078187)
4. EASEMENT FOR SERVICES 7 WIDE. (P) (DP1078187)

Use PLAN FORM 6A
for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

I.....in approving this plan certify
(Authorised Officer)
that all necessary approvals in regard to the allocation of the land shown
herein have been given

Signature:.....
Date:.....
File Number:.....
Office:.....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and
Assessment Act 1979 have been satisfied in relation to:

the proposed..... set out herein
(insert 'subdivision' or 'new road')




* Authorised Person/General Manager/Accredited Certifier

Consent Authority: BLACKTOWN CITY COUNCIL
Date of Endorsement: 9 AUGUST 2012
Accreditation no: N/A
Subdivision Certificate no: 12754
File no: Pr: 347418

* Delete whichever is inapplicable.

DP1178982

Registered:  23-10-2012
Title System: TORRENS
Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOTS 1 TO 3
AND LOT 6 IN DP1078187

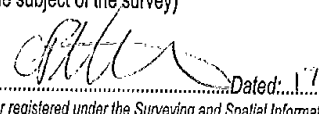
LGA: BLACKTOWN
Locality: MARSDEN PARK
Parish: ROOTY HILL
County: CUMBERLAND

Surveying and Spatial Information Regulation, 2006

I, CAMERON PHILLIP MILES
of RPS 142 SUNNYHOLT ROAD, BLACKTOWN
a surveyor registered under the *Surveying and Spatial Information Act*,
2002, 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:.....

The survey relates to LOTS 10-13 & EASEMENTS

(specify the land actually surveyed or specify any land shown in the plan
that is not the subject of the survey)

Signature  Dated: 17/07/2012
Surveyor registered under the *Surveying and Spatial Information Act*, 2002

Datum Line: 'X' - 'Y'
Type: Urban

Plans used in the preparation of survey

DP235714
DP447543
DP616003
DP1078187

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYORS REFERENCE: SYDW-PR111937.DP
2012M7100(1047) COMPILED RESIDUE

* OFFICE USE ONLY

PLAN FORM 6A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOTS 1 TO 3 AND LOT 6
IN DP1078187

DP1178982

Registered: 23-10-2012



Subdivision Certificate No: 12754

Date of Endorsement: 9 AUGUST 2012

SIGNED SEALED & DELIVERED on behalf of
ING Bank (Australia) Limited
by its attorney under power of attorney registered
Book 4502 No. 58 in the presence of:

MARK JOSEPH SKINNER


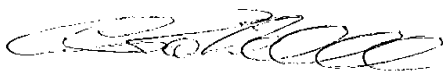
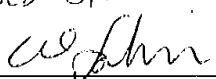
SURVEYORS REFERENCE: SYDW-PR111937.DP
2012M7100(1047) COMPILED RESIDUE

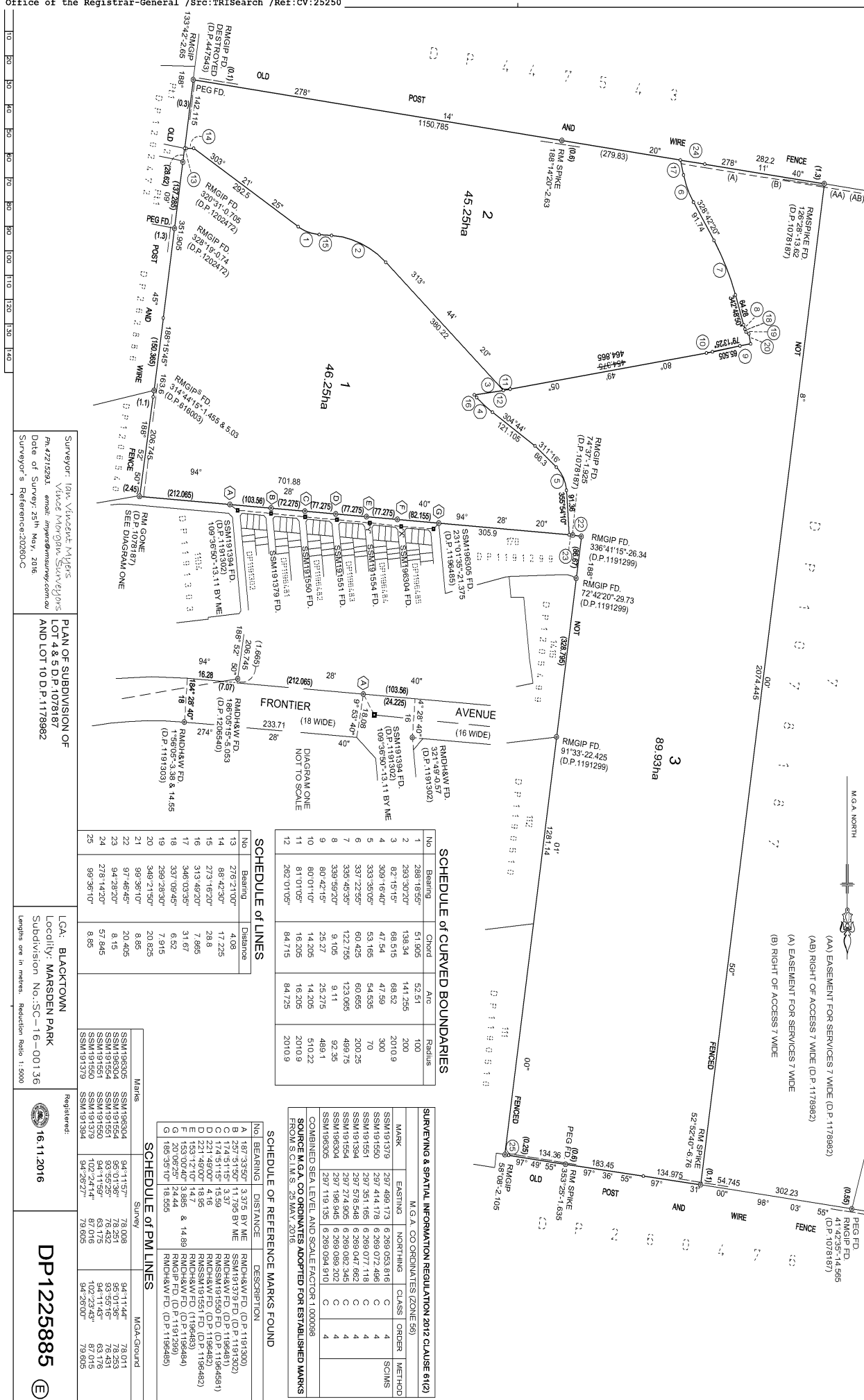
* OFFICE USE ONLY

PLAN FORM 6A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

ePlan

| DEPOSITED PLAN ADMINISTRATION SHEET | | Sheet 2 of 2 sheet(s) |
|--|--|------------------------------------|
| PLAN OF SUBDIVISION OF LOTS 1 TO 3 AND LOT 6 IN DP1078187 | DP1178982 | * OFFICE USE ONLY |
| | Registered:  23-10-2012 | |
| Subdivision Certificate No: 12754 | | Date of Endorsement: 9 AUGUST 2012 |
| <p>EXECUTED BY WOORONG PARK PTY LIMITED ABN 51 094 493 428 IN ACCORDANCE WITH SECTION 127 OF THE CORPORATIONS ACT 2001 BY:</p> <p> GARRY WINTEN ROTHWELL SOLE DIRECTOR / SECRETARY</p> <p>WITNESSED BY:</p> <p> WILLIAM SARKIS LEVEL 10, 61 LAVENDER STREET MILSONS POINT NSW 2061</p> | | |
| SURVEYORS REFERENCE: SYDW-PR111937.DP 2012M7100(1047) COMPILED RESIDUE | | |


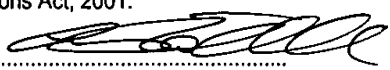
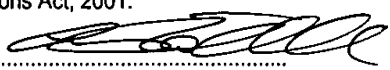
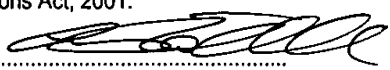


PLAN FORM 6(2013) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

| DEPOSITED PLAN ADMINISTRATION SHEET | | Sheet 1 of 3 sheets | | | | | | | | | | | | | | | |
|--|--|---------------------|-----------|-----------|-----------|----------|-----------|-----------|-----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|--|
| <p>Registered: 16.11.2016 Office Use Only</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p> | <div style="text-align: center;"> DP1225885 S </div> | | | | | | | | | | | | | | | | |
| <p>PLAN OF SUBDIVISION OF LOT 4 & 5 D.P.1078187 AND LOT 10 D.P.1178982</p> | <p>L G A: BLACKTOWN</p> <p>Locality: MARSDEN PARK</p> <p>Parish: ROOTY HILL</p> <p>County: CUMBERLAND</p> | | | | | | | | | | | | | | | | |
| <p>Crown Lands NSW/Western Lands Office Approval</p> <p>I,in approving this plan certify Authorised Officer</p> <p>that all necessary approvals in regard to the allocation of the land shown hereon have been given.</p> <p>Signature</p> <p>Date:.....</p> <p>File No:</p> <p>Office:.....</p> | <p style="text-align: center;">Survey Certificate</p> <p>I, IAN VINCENT MYERS of VINCE MORGAN SURVEYORS PTY.LTD. Ph.47215293. email: imyers@vmsurvey.com.au a surveyor registered under the Surveying & Spatial Information Act, 2002 certify that:</p> <p>(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation, 2012, is accurate and the survey was completed on 25th May, 2016.</p> <p>(b) The part of the land shown in the plan being (being/excluding) was surveyed in accordance with the Surveying and Spatial Information Regulation, 2012, is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation.</p> <p>(c) The land shown in the plan was compiled in accordance with the Surveying and Spatial Information Regulation, 2012.</p> <p>Signature: Dated: 25th May, 2016.</p> <p>Surveyor ID: 1682</p> <p>Datum Line: ('X'-Y') SSM196304 TO SSM191554</p> <p>Type: URBAN</p> <p>The terrain is level-undulating</p> <p>* Strike through if inapplicable.</p> <p>* Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p> | | | | | | | | | | | | | | | | |
| <p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>Judith Portelli</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act, 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein</p> <p>Signature: </p> <p>Accreditation Number: <u>N/A</u></p> <p>Consent Authority <u>BLACKTOWN CITY COUNCIL</u></p> <p>Date of endorsement <u>20 JULY 2016</u></p> <p>Subdivision Certificate Number <u>16-00136</u></p> <p>File Number <u>347421</u></p> <p>* strike through if inapplicable</p> | <p>Plans used:-</p> <table style="width:100%; border: none;"> <tr> <td>DP1078187</td> <td>DP1196481</td> </tr> <tr> <td>DP1178982</td> <td>DP1196482</td> </tr> <tr> <td>DP262886</td> <td>DP1196483</td> </tr> <tr> <td>DP1202472</td> <td>DP1196484</td> </tr> <tr> <td>DP447543</td> <td>DP1196485</td> </tr> <tr> <td>DP1206540</td> <td>DP1191299</td> </tr> <tr> <td>DP1191303</td> <td>DP1190510</td> </tr> <tr> <td>DP1191302</td> <td></td> </tr> </table> <p>If space is insufficient continue on PLAN FORM 6A</p> | DP1078187 | DP1196481 | DP1178982 | DP1196482 | DP262886 | DP1196483 | DP1202472 | DP1196484 | DP447543 | DP1196485 | DP1206540 | DP1191299 | DP1191303 | DP1190510 | DP1191302 | |
| DP1078187 | DP1196481 | | | | | | | | | | | | | | | | |
| DP1178982 | DP1196482 | | | | | | | | | | | | | | | | |
| DP262886 | DP1196483 | | | | | | | | | | | | | | | | |
| DP1202472 | DP1196484 | | | | | | | | | | | | | | | | |
| DP447543 | DP1196485 | | | | | | | | | | | | | | | | |
| DP1206540 | DP1191299 | | | | | | | | | | | | | | | | |
| DP1191303 | DP1190510 | | | | | | | | | | | | | | | | |
| DP1191302 | | | | | | | | | | | | | | | | | |
| <p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p> | <p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p> | | | | | | | | | | | | | | | | |
| <p>SURVEYOR'S REFERENCE: 20260-C</p> | | | | | | | | | | | | | | | | | |


PLAN FORM 6A (2012)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

| DEPOSITED PLAN ADMINISTRATION SHEET | | Sheet 2 of 3 sheets | | | | | | |
|---|--|---------------------|---------------------------------------|---|----------------------------------|------------------------------|--|--|
| <p>Registered:  16.11.2016</p> | <p style="text-align: center;">Office Use Only</p> <p style="font-size: 24pt; font-weight: bold; text-align: center;">DP1225885</p> | | | | | | | |
| <p>PLAN OF SUBDIVISION OF LOT 4 & 5 D.P.1078187 AND LOT 10 D.P.1178982</p> | <p style="text-align: center;">Office Use Only</p> | | | | | | | |
| <p>Subdivision Certificate No.: 16-00136</p> <p>Date of Endorsement: 20/7/16</p> | <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> A schedule of lots and addresses – See 60(c) SSI Regulation 2012 Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act, 1919. Signatures and seals – See 195D Conveyancing Act, 1919. Any information which cannot fit in the appropriate panel of sheet 1 of the Administration sheets. | | | | | | | |
| <p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:-</p> <ol style="list-style-type: none"> 1. EASEMENT FOR SERVICES 7 WIDE (A) 2. RIGHT OF ACCESS 7 WIDE (B) 3. RESTRICTION ON THE USE OF LAND 4. POSITIVE COVENANT <p>RELEASE:-</p> <ol style="list-style-type: none"> 1. EASEMENT FOR SERVICES 7 WIDE (AA) (D.P.1178982) 2. RIGHT OF ACCESS 7 WIDE (AB) (D.P.1178982) <p>Executed on behalf of the Corporation named below by the authorised persons whose signatures appear below pursuant to the authority specified.</p> <p>Corporation: Woorong Park Pty Limited ACN 094 493 428</p> <p>Authority: Section 127 Corporations Act, 2001.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border-top: 1px dotted black; text-align: center;"> <p>Signature of authorised person</p> </td> <td style="width: 50%; border-top: 1px dotted black; text-align: center;">  </td> </tr> <tr> <td style="border-top: 1px dotted black; text-align: center;"> <p>Name of authorised person</p> </td> <td style="border-top: 1px dotted black; text-align: center;"> <p>Garry Winten Rothwell</p> </td> </tr> <tr> <td style="border-top: 1px dotted black; text-align: center;"> <p>Office held: Director/Secretary</p> </td> <td style="border-top: 1px dotted black; text-align: center;"> <p>Name of authorised person Office held: Director/Secretary</p> </td> </tr> </table> <p style="text-align: center; margin-top: 10px;">Sole and</p> | | | <p>Signature of authorised person</p> |  | <p>Name of authorised person</p> | <p>Garry Winten Rothwell</p> | <p>Office held: Director/Secretary</p> | <p>Name of authorised person Office held: Director/Secretary</p> |
| <p>Signature of authorised person</p> |  | | | | | | | |
| <p>Name of authorised person</p> | <p>Garry Winten Rothwell</p> | | | | | | | |
| <p>Office held: Director/Secretary</p> | <p>Name of authorised person Office held: Director/Secretary</p> | | | | | | | |
| <p>STREET ADDRESSES NOT AVAILABLE</p> | | | | | | | | |
| <p>SURVEYOR'S REFERENCE: 20260-C</p> | | | | | | | | |

PLAN FORM 6A (2012)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

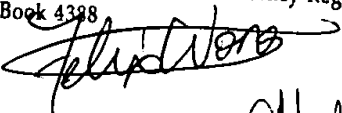
| DEPOSITED PLAN ADMINISTRATION SHEET | | Sheet 3 of 3 sheets |
|--|--|---------------------|
| <p>Registered:  16.11.2016</p> <p>Office Use Only</p> | <p style="text-align: center; font-size: 24pt; font-weight: bold;">DP1225885</p> <p style="text-align: right;">Office Use Only</p> | |
| <p>PLAN OF SUBDIVISION OF LOT 4 & 5 D.P.1078187 AND LOT 10 D.P.1178982</p> | <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> A schedule of lots and addresses – See 60(c) SSI Regulation 2012 Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act, 1919. Signatures and seals – See 195D Conveyancing Act, 1919. Any information which cannot fit in the appropriate panel of sheet 1 of the Administration sheets. | |
| <p>Subdivision Certificate No.: 16-00136</p> <p>Date of Endorsement: 2017/16</p> | | |

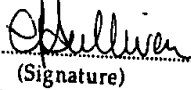
Dated at Sydney this 26 Day of JULY 2016

Executed by Australia and New Zealand Banking Group Limited (ACN 005 357 522)

signed by its Attorney FELIX WONG

who certifies that he is Manager Property & Construction Finance pursuant to Power of Attorney Registered No. 564 Book 4388



Signed in the presence of 

(Signature)

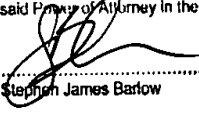
Jane Sullivan

(Print Name)

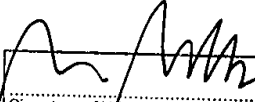
Associate Director

(Title)

Executed for and on behalf of
Stockland Development Pty Limited
ACN 000 064 835 by its duly authorised
attorney under Power of Attorney registered
in Book 4642 No. 568 who declares that
he has no notification of revocation of the
said Power of Attorney in the presence of:



Stephen James Barlow



Signature of Witness

MICHAEL MILLIGAN

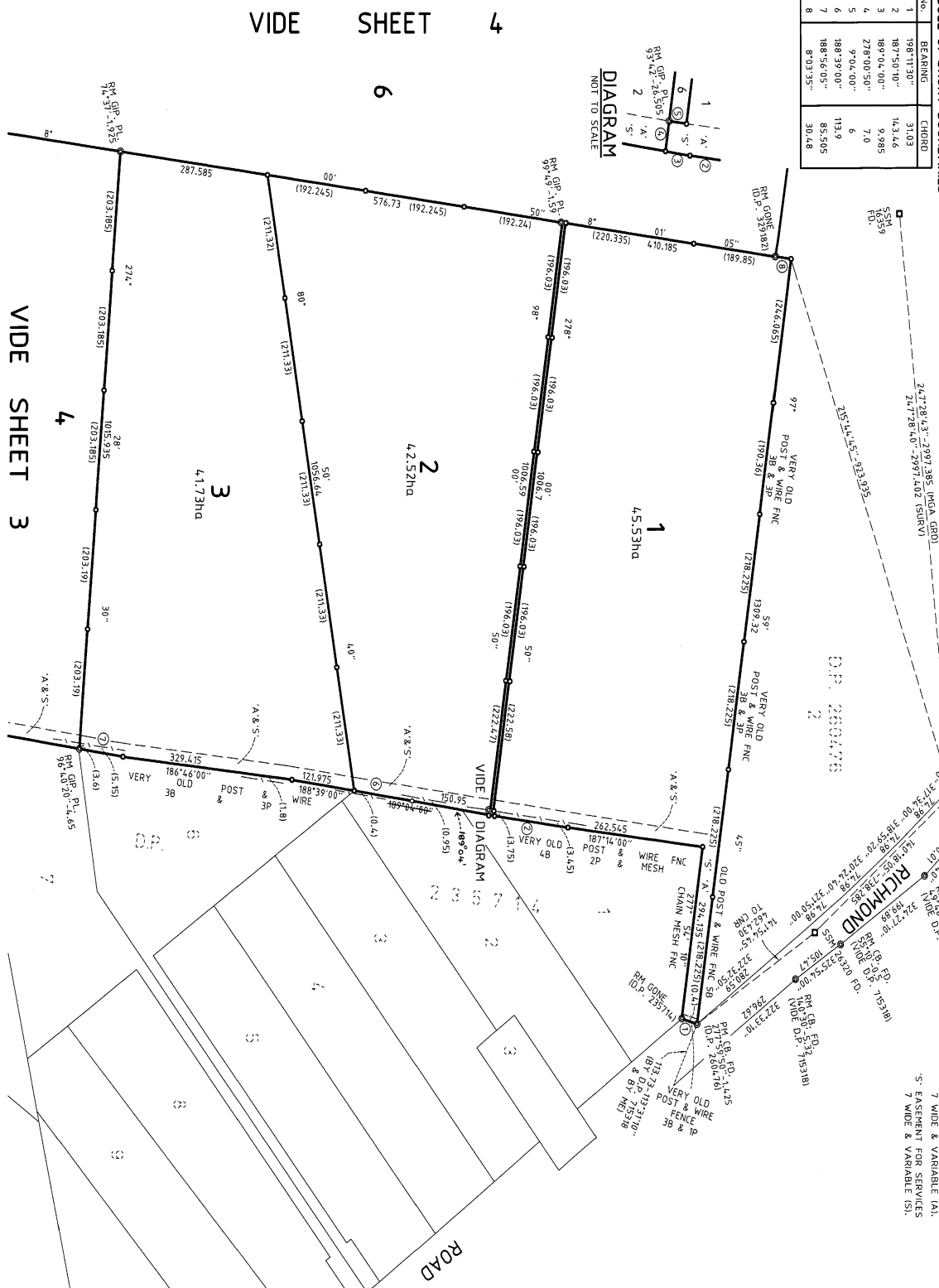
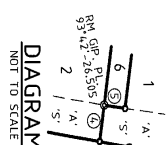
Name of Witness

133 Castlereagh Street, Sydney

Address of Witness

SURVEYOR'S REFERENCE: 20260-C

| No. | BEARING | CHORD |
|-----|------------|---------|
| 1 | 198°11'30" | 31.03 |
| 2 | 187°50'10" | 14.3,46 |
| 3 | 189°04'00" | 9,985 |
| 4 | 278°00'50" | 7,0 |
| 5 | 9°04'00" | 6 |
| 6 | 188°39'00" | 113,9 |
| 7 | 188°56'05" | 85,505 |
| 8 | 8°03'35" | 30,48 |



'A' RIGHT OF ACCESS
7 WIDE & VARIABLE (A)
'S' EASEMENT FOR SERVICE
7 WIDE & VARIABLE (S)

DP1078187

Registered: 16-07-2009

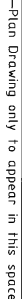
This is sheet 2 of my plan in 5 sheets dated 18 NOV. 2004.

Surveyor registered under Surveying Act 2002

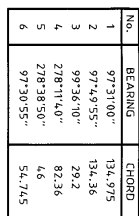
For use where space is insufficient in any panel on Plan Form 2

Reduction Ratio 1:5000

SURVEYOR'S REFERENCE: 5-582



SURVEYOR'S REFERENCE: 5-582



DP1078187

Registered: 16-07-2009

This is sheet 4 of my plan in 5 sheets dated 18 NOV. 2004.

Surveyor registered under Surveying Act 2002

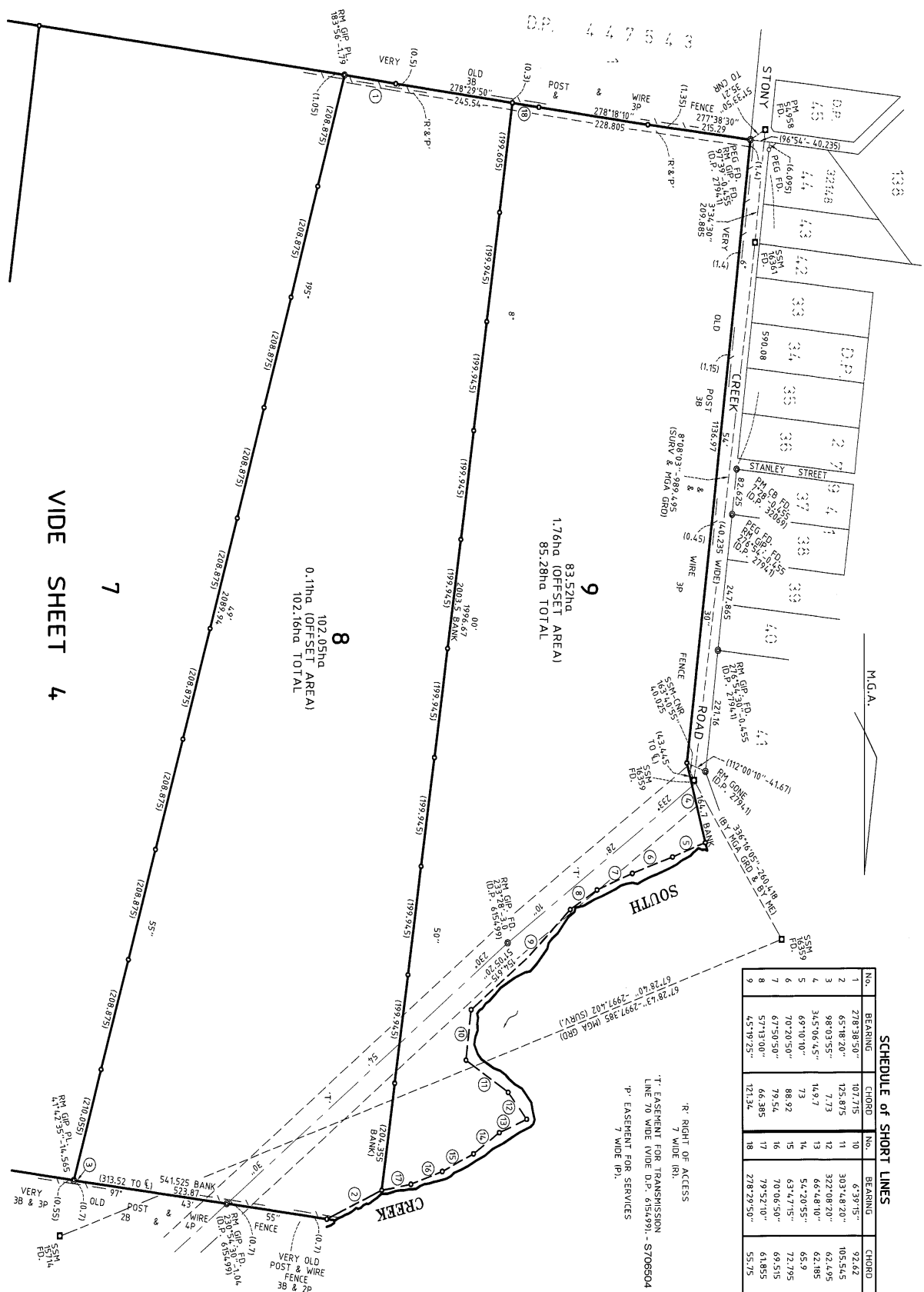
This is sheet 4 of the plan of 5 sheets covered by my certificate No. 11550 of 22.6.05

~~Authorised Person/General Manager/Accredited Certifier~~

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

Reduction Ratio 1:50000

SURVEYOR'S REFERENCE: 5-582



| SCHEDULE OF SHORT LINES | | | | | |
|-------------------------|------------|---------|-----|------------|---------|
| No. | BEARING | CHORD | No. | BEARING | CHORD |
| 1 | 278°38'55" | 107.715 | 11 | 6°39'15" | 92.647 |
| 2 | 65°18'20" | 125.975 | 10 | 303°48'20" | 105.445 |
| 3 | 98°03'55" | 77.73 | 12 | 322°48'20" | 162.495 |
| 4 | 345°50'45" | 149.97 | 13 | 68°48'40" | 12.985 |
| 5 | 69°10'40" | 73 | 14 | 5°20'55" | 65.9 |
| 6 | 70°20'50" | 88.92 | 15 | 63°47'15" | 72.795 |
| 7 | 67°50'50" | 79.54 | 16 | 70°04'50" | 69.175 |
| 8 | 47°10'25" | 66.385 | 17 | 79°52'50" | 61.855 |
| 9 | 45°19'25" | 121.34 | 18 | 278°29'50" | 55.75 |

'R' RIGHT OF ACCESS
7 WIDE (R).

'T' EASEMENT FOR TRANSMISSION
LINE 70 WIDE (WIDE D.P. 615499). - S/706504

'P' EASEMENT FOR SERVICES
7 WIDE (P).

Reduction Ratio 1:5000

SURVEYOR'S REFERENCE: 5-582

DP1078187

Registered: 16-07-2009



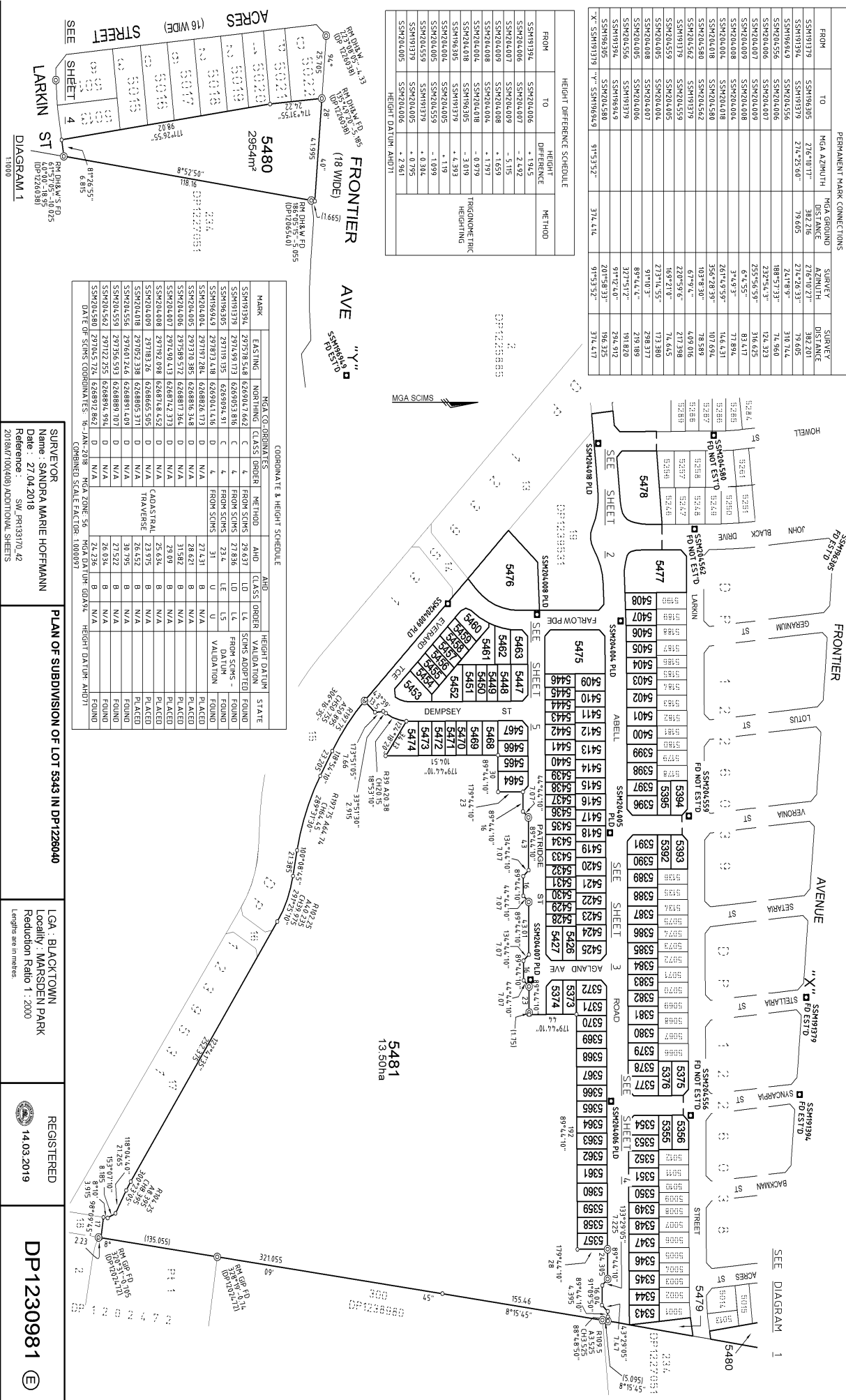
This is sheet 5 of my plan in 5 sheets
dated 18 NOV. 2004.

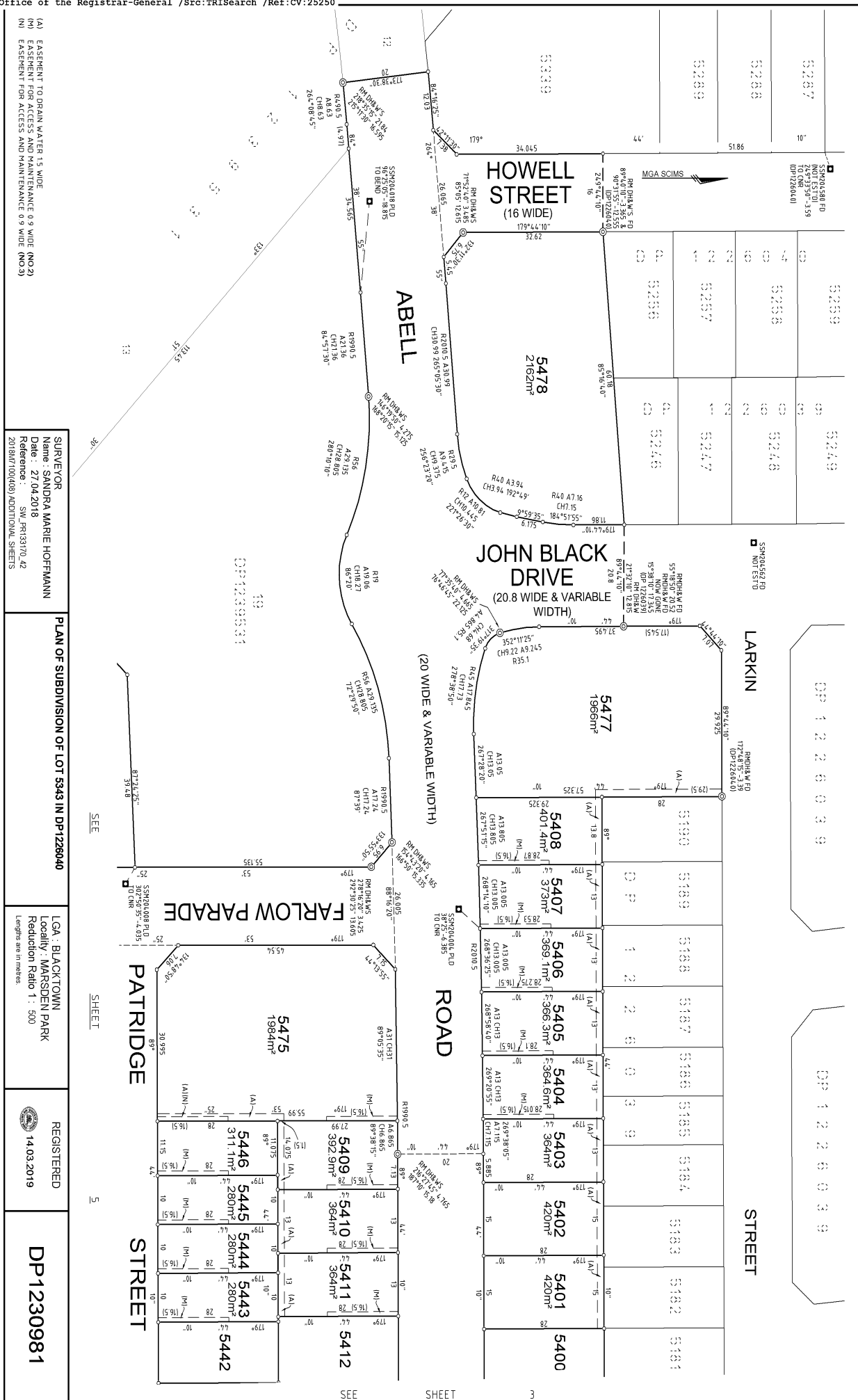
Surveyor registered under Surveying Act 2002

Authorized Person/General Manager/Accredited Certifier
Form 2

| PERMANENT MARK CONNECTIONS | | MGA DATUM | | SURVEY | | SURVEY | |
|----------------------------|-------------|-----------|---------|-----------|----------|----------|---------|
| FROM | TO | DISTANCE | AZIMUTH | DISTANCE | AZIMUTH | DISTANCE | AZIMUTH |
| SSM9191319 | SSM963605 | 276.4017 | 382.216 | 276.4017 | 382.216 | 276.4017 | 382.216 |
| SSM9191364 | SSM9191394 | 274.2530 | 79.605 | 274.2633 | 79.605 | 274.2633 | 79.605 |
| SSM919649.9 | SSM9204556 | 241.8937 | | 241.8937 | 311.744 | 311.744 | |
| SSM9204556 | SSM9204006 | 232.9453 | | 232.9453 | 74.960 | 74.960 | |
| SSM9204006 | SSM9204007 | 229.4633 | | 229.4633 | 123.323 | 123.323 | |
| SSM9204007 | SSM9204008 | 255.6539 | | 255.6539 | 316.655 | 316.655 | |
| SSM9204009 | SSM9204008 | 6.4555 | | 6.4555 | 81.417 | 81.417 | |
| SSM9204008 | SSM9204004 | 3.4933 | | 3.4933 | 71.894 | 71.894 | |
| SSM9204004 | SSM9204018 | 264.7939 | | 264.7939 | 146.431 | 146.431 | |
| SSM9204018 | SSM9204580 | 356.7839 | | 356.7839 | 101.694 | 101.694 | |
| SSM9204580 | SSM9204562 | 103.9380 | | 103.9380 | 78.589 | 78.589 | |
| SSM9204562 | SSM9191319 | 6.7797 | | 6.7797 | 409.016 | 409.016 | |
| SSM9191319 | SSM9204559 | 2207.5936 | | 2207.5936 | 217.398 | 217.398 | |
| SSM9204559 | SSM9204005 | 1639.2187 | | 1639.2187 | 71.645 | 71.645 | |
| SSM9204005 | SSM9204004 | 277.9145 | | 277.9145 | 71.380 | 71.380 | |
| SSM9204008 | SSM9204006 | 298.3177 | | 298.3177 | 298.3177 | 298.3177 | |
| SSM9204005 | SSM9191319 | 89.0143 | | 89.0143 | 191.869 | 191.869 | |
| SSM9204556 | SSM9191319 | 327.5152 | | 327.5152 | 191.860 | 191.860 | |
| SSM9191394 | SSM938643 | 224.9742 | | 224.9742 | 196.375 | 196.375 | |
| SSM9191319 | SSM9204006 | 205.5833 | | 205.5833 | 154.372 | 154.372 | |
| SSM9191319 | SSM938649.9 | 919.5352 | | 919.5352 | 314.417 | 314.417 | |

| HEIGHT DIFFERENCE SCHEDULE | | | |
|----------------------------|----------|-------------------|---------------------------|
| FROM | TO | HEIGHT DIFFERENCE | METHOD |
| SSW91394 | SSW21406 | + 1.95 | RIGIDONE TIRING HEIGHTING |
| SSW21406 | SSW21407 | + 2.02 | |
| SSW21407 | SSW21408 | + .115 | |
| SSW21409 | SSW21408 | + .659 | |
| SSW21404 | SSW21408 | - .979 | |
| SSW21408 | SSW21418 | + .797 | |
| SSW21418 | SSW3635 | + .309 | |
| SSW3635 | SSW3639 | + .4.93 | |
| SSW21404 | SSW21405 | + .119 | |
| SSW21405 | SSW21459 | - .109 | |
| SSW21459 | SSW31405 | + 0.340 | RIGIDONE TIRING HEIGHTING |
| SSW31405 | SSW31407 | + 0.795 | |
| SSW21405 | SSW21406 | + .7961 | |





STREET

- (1A) EASEMENT TO DRAIN WATER 15 WIDE
- (1M) EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (NO.2)
- (1P) EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (DP1222)
- (1W) BENEFITED BY EASEMENT FOR ACCESS AND MAINTENANCE
- (X) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- (Y) RESTRICTION ON THE USE OF LAND (NO.5)
- (Z) RESTRICTION ON THE USE OF LAND (NO.6)
- (N) EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (NO.3)

CURVED EASEMENT DIMENSIONS

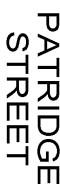
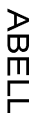
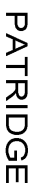


DIAGRAM 2A



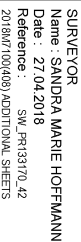
(20 WIDE)

ROAD



(16 WIDE & VARIABLE WIDTH)

STREET

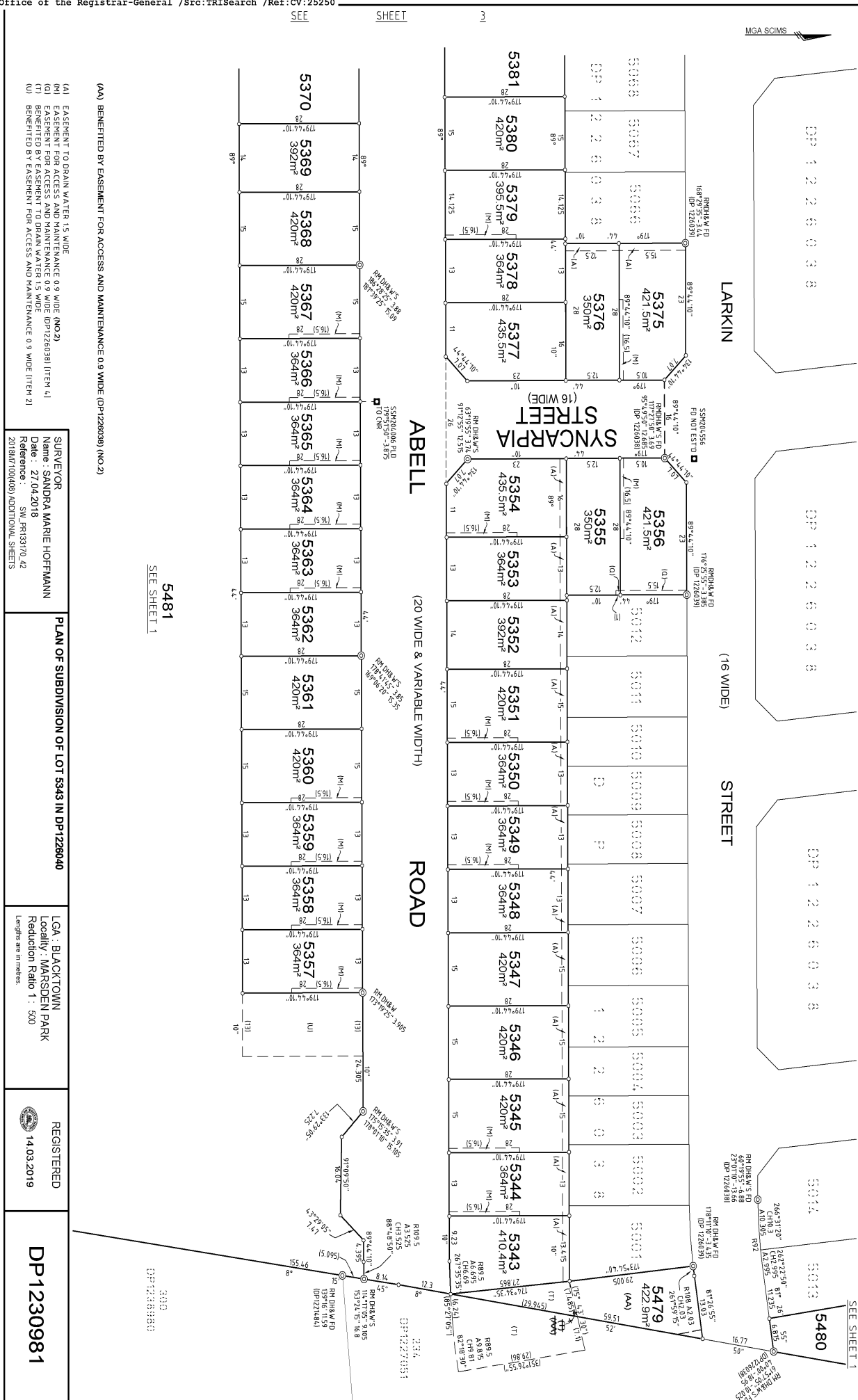


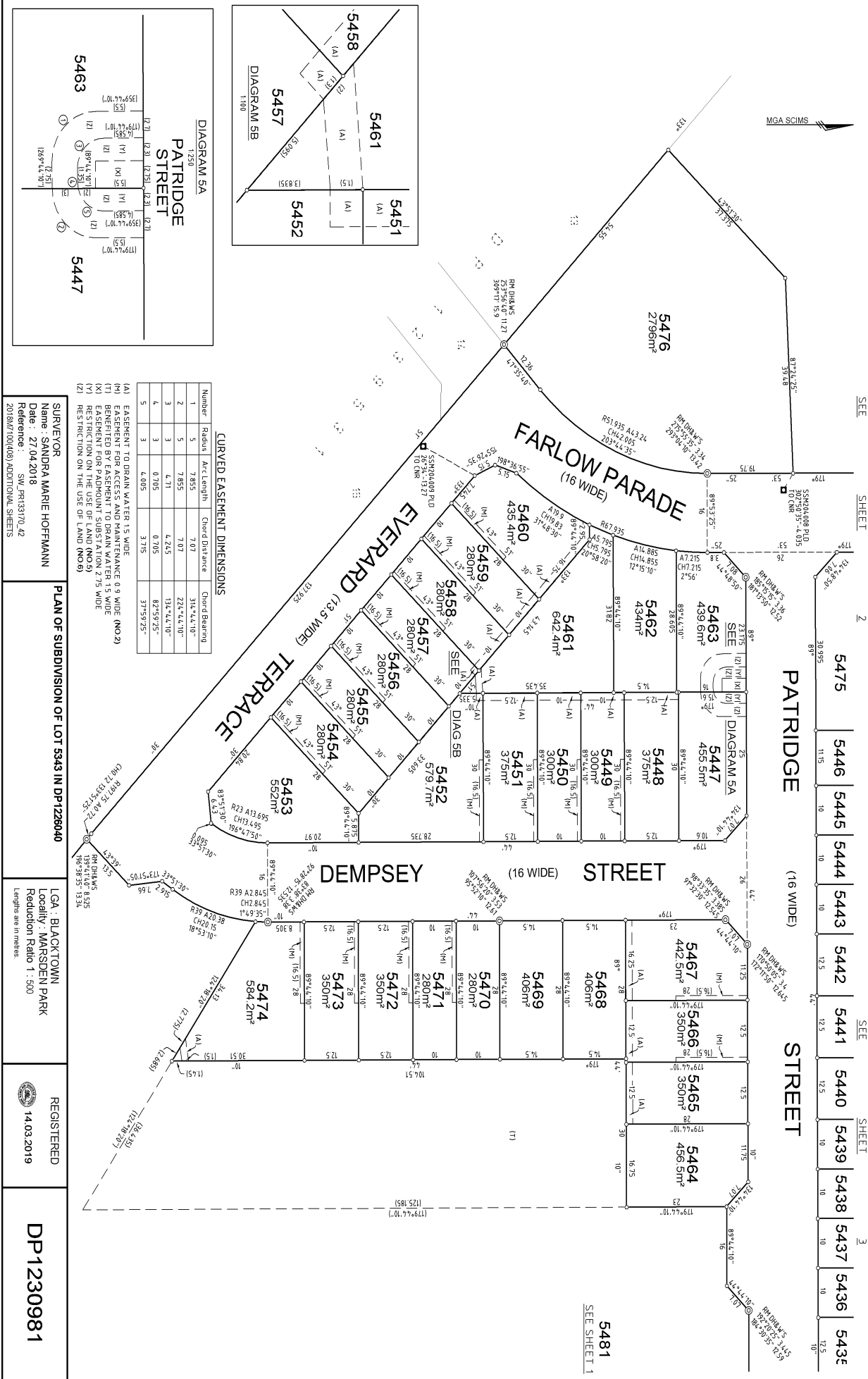
PLAN OF SUBDIVISION OF LOT 5343 IN DP1226040


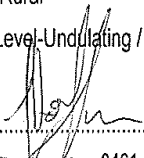
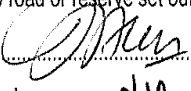
LGA : BLACKTOWN
Locality : MARS DEN PARK
Reduction Ratio 1 : 500
Lengths are in metres.


REGISTERED
14.03.2019


DP1230981





| | | |
|--|--|-----------------------|
| PLAN FORM 6 (2017) | DEPOSITED PLAN ADMINISTRATION SHEET | Sheet 1 of 4 sheet(s) |
| Registered :  14.03.2019 Title System : TORRENS | Office Use Only <div style="text-align: right;">Office Use Only</div> <div style="text-align: center; font-size: 2em; font-weight: bold;">DP1230981 E</div> | |
| PLAN OF SUBDIVISION OF LOT 5343 IN DP1226040 | LGA : BLACKTOWN Locality : MARSDEN PARK Parish : ROOTY HILL County : CUMBERLAND | |
| <p style="text-align: center;">Survey Certificate</p> <p>I, <u>SANDRA MARIE HOFFMANN</u> of <u>RPS Australia East Pty Ltd (PO BOX 6843 Baulkham Hills NSW 2153)</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on <u>27.04.2018</u>, or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding** was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on,.....the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.</p> <p>Datum Line: <u>..X'..Y'</u></p> <p>Type: *Urban / *Rural</p> <p>The terrain is *Level-Undulating / Steep-Mountainous.</p> <p>Signature:  Dated: <u>17/12/18</u></p> <p>Surveyor Identification No: <u>8461</u></p> <p>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p><small>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</small></p> | <p style="text-align: center;">Crown Lands NSW / Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p> <hr/> <p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>JUDITH PORTELLI</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: </p> <p>Accreditation number: <u>NIA</u></p> <p>Consent Authority: <u>BLACKTOWN CITY COUNCIL</u></p> <p>Date of endorsement: <u>27.2.19</u></p> <p>Subdivision Certificate number: <u>SC-18-00141</u></p> <p>File number: <u>JRPP-15-0234</u></p> <p><small>*Strike through if inapplicable.</small></p> | |
| Plans used in the preparation of survey/compilation- DP1226040 | Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. It is Intended to Dedicate Abell Road (20 Wide & Variable Width), the Extension of Veronia Street (16 Wide), the Extension of Syncarpia Street (16 wide), Patridge Street (16 Wide & Variable Width), Farlow Parade (16 Wide), Everard Terrace (13.5 Wide), Dempsey Street (16 Wide), Agland Avenue (16 Wide), the Extension of John Black Drive (20.8 Wide & Variable Width), the Extension of Howell Street (16 Wide) and their Splay Corners to the Public as Public road. | |
| Surveyor's Reference : SW_PR133170_42 (PR133170_Stage42_DP_181213.dwg) | Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A | |

| | | | | | | | | | |
|---|---------------|--|-------------|--------------|--|---------------|-------------|-------------|--------------|
| PLAN FORM 6A (2017) | | DEPOSITED PLAN ADMINISTRATION SHEET | | | Sheet 2 of 4 sheet(s) | | | | |
| Registered:  14.03.2019 | | Office Use Only <div style="font-size: 2em; font-weight: bold; margin: 20px 0;">DP1230981</div> | | | | | | | |
| PLAN OF SUBDIVISION OF LOT 5343 IN DP1226040 | | This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals - see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. | | | | | | | |
| Subdivision Certificate number: <u>SC-18-00141</u> Date of Endorsement: <u>27.2.19</u> | | | | | | | | | |
| <p>Pursuant to Section 88B of the <i>Conveyancing Act 1919</i> it is intended to create:</p> <ol style="list-style-type: none"> 1. Easement to Drain Water 1.5 Wide (A) 2. Easement for Access and Maintenance 0.9 Wide (M) 3. Easement for Access and Maintenance 0.9 Wide (N) 4. Easement for Padmount Substation 2.75 Wide (X) 5. Restriction on the Use of Land (Y) 6. Restriction on the Use of Land (Z) 7. Restriction on the Use of Land 8. Restriction on the Use of Land 9. Restriction on the Use of Land 10. Restriction on the Use of Land 11. Restriction on the Use of Land 12. Restriction on the Use of Land 13. Restriction on the Use of Land <p>Pursuant to Section 88B of the <i>Conveyancing Act 1919</i> it is intended to release:</p> <ol style="list-style-type: none"> 1. Right of Access 20.8 Wide (DP1239531) | | | | | | | | | |
| STREET ADDRESSES | | | | | STREET ADDRESSES | | | | |
| Lot | Street Number | Street Name | Street Type | Locality | Lot | Street Number | Street Name | Street Type | Locality |
| STREET ADDRESSES NOT AVAILABLE FOR LOTS 5343 TO 5354 | | | | | STREET ADDRESSES NOT AVAILABLE FOR LOTS 5377 TO 5391 | | | | |
| 5355 | 89 | SYNCARPIA | STREET | MARSDEN PARK | 5392 | 61 | VERONIA | STREET | MARSDEN PARK |
| 5356 | 87 | SYNCARPIA | STREET | MARSDEN PARK | 5393 | 59 | VERONIA | STREET | MARSDEN PARK |
| STREET ADDRESSES NOT AVAILABLE FOR LOTS 5357 TO 5372 | | | | | 5394 | 60 | VERONIA | STREET | MARSDEN PARK |
| 5373 | 3 | AGLAND | AVENUE | MARSDEN PARK | 5395 | 62 | VERONIA | STREET | MARSDEN PARK |
| 5374 | 5 | AGLAND | AVENUE | MARSDEN PARK | STREET ADDRESSES NOT AVAILABLE FOR LOTS 5396 TO 5425 | | | | |
| 5375 | 76 | SYNCARPIA | STREET | MARSDEN PARK | 5426 | 4 | AGLAND | AVENUE | MARSDEN PARK |
| 5376 | 78 | SYNCARPIA | STREET | MARSDEN PARK | 5427 | 6 | AGLAND | AVENUE | MARSDEN PARK |
| If space is insufficient use additional annexure sheet | | | | | | | | | |
| Surveyor's Reference: SW_PR133170_42 | | | | | | | | | |


| PLAN FORM 6A (2017) | | DEPOSITED PLAN ADMINISTRATION SHEET | | Sheet 3 of 4 sheet(s) | | | | | |
|---|---------------|--|---|-----------------------|--|----|--------|--------|--------------|
| Registered:  14.03.2019 PLAN OF SUBDIVISION OF LOT 5343 IN DP1226040 | | | <div style="font-size: 24pt; font-weight: bold;">DP1230981</div> <p style="font-size: 10pt;">This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals - see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. | | | | | | |
| Subdivision Certificate number: <u>SC-18-00141</u> Date of Endorsement: <u>27.2.19</u> | | | | | | | | | |
| STREET ADDRESSES | | | | | STREET ADDRESSES | | | | |
| Lot | Street Number | Street Name | Street Type | Locality | | | | | |
| 5428 | 41 | *PARTRIDGE | STREET | MARSDEN PARK | 5454 | | | | |
| 5429 | 39 | PARTRIDGE | STREET | MARSDEN PARK | 5455 | | | | |
| 5430 | 37 | PARTRIDGE | STREET | MARSDEN PARK | 5456 | | | | |
| 5431 | 35 | PARTRIDGE | STREET | MARSDEN PARK | 5457 | | | | |
| 5432 | 33 | PARTRIDGE | STREET | MARSDEN PARK | 5458 | | | | |
| 5433 | 31 | PARTRIDGE | STREET | MARSDEN PARK | 5459 | | | | |
| 5434 | 29 | PARTRIDGE | STREET | MARSDEN PARK | 5460 | | | | |
| 5435 | 27 | PARTRIDGE | STREET | MARSDEN PARK | 5461 | | | | |
| 5436 | 25 | PARTRIDGE | STREET | MARSDEN PARK | 5462 | | | | |
| 5437 | 23 | PARTRIDGE | STREET | MARSDEN PARK | 5463 | | | | |
| 5438 | 21 | PARTRIDGE | STREET | MARSDEN PARK | 5464 | | | | |
| 5439 | 19 | PARTRIDGE | STREET | MARSDEN PARK | 5465 | | | | |
| 5440 | 17 | PARTRIDGE | STREET | MARSDEN PARK | 5466 | | | | |
| 5441 | 15 | PARTRIDGE | STREET | MARSDEN PARK | 5467 | | | | |
| 5442 | 13 | PARTRIDGE | STREET | MARSDEN PARK | 5468 | | | | |
| 5443 | 11 | PARTRIDGE | STREET | MARSDEN PARK | 5469 | | | | |
| 5444 | 9 | PARTRIDGE | STREET | MARSDEN PARK | 5470 | | | | |
| 5445 | 7 | PARTRIDGE | STREET | MARSDEN PARK | 5471 | | | | |
| 5446 | 5 | PARTRIDGE | STREET | MARSDEN PARK | 5472 | | | | |
| 5447 | 2 | DEMPSEY | STREET | MARSDEN PARK | 5473 | | | | |
| 5448 | 4 | DEMPSEY | STREET | MARSDEN PARK | 5474 | | | | |
| 5449 | 6 | DEMPSEY | STREET | MARSDEN PARK | STREET ADDRESSES NOT AVAILABLE FOR LOTS 5475 TO 5478 | | | | |
| 5450 | 8 | DEMPSEY | STREET | MARSDEN PARK | 5479 | 88 | LARKIN | STREET | MARSDEN PARK |
| 5451 | 10 | DEMPSEY | STREET | MARSDEN PARK | STREET ADDRESSES NOT AVAILABLE FOR LOTS 5480 TO 5481 | | | | |
| 5452 | 12 | DEMPSEY | STREET | MARSDEN PARK | | | | | |
| 5453 | 15 | EVERARD | TERRACE | MARSDEN PARK | | | | | |
| * PATRIDGE | | | | | | | | | |
| If space is insufficient use additional annexure sheet | | | | | | | | | |
| Surveyor's Reference: SW_PR133170_42 | | | | | | | | | |

25.3.2019
 STREET NAME AMENDED FROM PARTRIDGE TO "PATRIDGE" FOR LOTS 5428-5446 VIDE 2019-378

PLAN FORM 6A (2017)

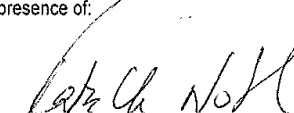
DEPOSITED PLAN ADMINISTRATION SHEET


Sheet 4 of 4 sheet(s)

| | | | |
|--|------------------|--|--|
| Office Use Only | | Office Use Only | |
| Registered:  14.03.2019 | DP1230981 | | |
| PLAN OF SUBDIVISION OF LOT 5343 IN DP1226040 | | | |
| Subdivision Certificate number: <u>SC-18 - 00141</u> | | <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals - see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. | |
| Date of Endorsement: <u>27.2.19</u> | | | |

SIGNATURES

Executed for and on behalf of Stockland
Development Pty Limited ACN 000 064 835
By its duly authorised attorney under Power of
Attorney registered in Book 4741 No. 742
who declares that (s)he has no notice of the
revocation of the said Power of Attorney in the
presence of:


Signature of Witness


Signature of Attorney

PATRICK NOBLE
Name of Witness

RICHARD ALAN RHYDDERCH
Name of Attorney (print)

STOCKLAND
LEVEL 25, 133 CASTLEREAGH STREET
SYDNEY, NSW 2000
Address of Witness (print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: SW_PR133170_42

ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF
LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION
88B CONVEYANCING ACT 1919.

Sheet 1 of 7 sheets

Plan: **DP1178982** PLAN OF SUBDIVISION OF LOTS 1 TO3 AND
LOT 6 IN DP1078187

Full name and address of the owners of
the land: WOORONG PARK PTY LIMITED
1 STONY CREEK ROAD
SHANES PARK NSW 2747

PART 1 (CREATION)

| Number of item shown in the intention panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|--|--|--|--|
| 1 | Easement for services 7 wide and variable. (AA) | 5/1078187 10 7/1078187 8/1078187 9/1078187 | 4/1078187 4/1078187, 5/1078187 4/1078187, 5/1078187, 10 4/1078187, 5/1078187, 7/1078187, 10 4/1078187, 5/1078187, 7/1078187, 10 4/1078187, 5/1078187, 7/1078187, 8/1078187, 10 |

.....
Authorised Person
Council

ePlan

Sheet 2 of 7 sheets

Plan: **DP1178982** PLAN OF SUBDIVISION OF LOTS 1 TO3 AND
 LOT 6 IN DP1078187

Full name and address of the owners of the land: WOORONG PARK PTY LIMITED
 1 STONY CREEK ROAD
 SHANES PARK NSW 2747

| Number of item shown in the intention panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|--|--|---|
| 2 | Right of Access 7 wide and variable. (AB) | 5/1078187 10 7/1078187 8/1078187 9/1078187 | 4/1078187 4/1078187, 5/1078187 4/1078187, 5/1078187, 10 4/1078187, 5/1078187, 7/1078187, 10 4/1078187, 5/1078187, 7/1078187, 8/1078187, 10 |
| 3 | Easement for services 7 wide and variable. (AC) | 12 11 | 13 12, 13 |
| 4 | Right of Access 7 wide and variable. (AD) | 12 11 | 13 12, 13 |
| 5 | Restriction On The Use Of Land | 10 | Blacktown City Council |
| 6 | Positive Covenant | 4/1078187, 5/1078187, 7/1078187, 8/1078187, 9/1078187, 10 | Blacktown City Council |
| 7 | Positive Covenant | 11, 12, 13 | Blacktown City Council |



Authorised Person
 Blacktown Council

ePlan

Sheet 3 of 7 sheets

Plan: **DP1178982**

PLAN OF SUBDIVISION OF LOTS 1 TO3 AND
 LOT 6 IN DP1078187

Full name and address of the owners of the
 land:

WOORONG PARK PTY LIMITED
 1 STONY CREEK ROAD
 SHANES PARK NSW 2747

PART 1A (RELEASE)

| Number of item shown in the intention panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|--|--|-------------------------------------|--|
| 1 | Right of Access 7 wide and variable. (A) vide DP1078187 | 1/1078187 | 2 to 6/1078187 |
| | | 2/1078187 | 3 to 5/1078187 |
| | | 3/1078187 | 4/1078187, 5/1078187 |
| | | 4/1078187 | 5/1078187 |
| 2 | Right of Access 7 wide and variable. (R) vide DP1078187 | 8/1078187 | 7/1078187 |
| | | 9/1078187 | 7/1078187, 8/1078187 |
| 3 | Easement for services 7 wide and variable. (S) vide DP1078187 | 1/1078187 | 2 to 6/1078187 |
| | | 2/1078187 | 3 to 5/1078187 |
| | | 3/1078187 | 4/1078187, 5/1078187 |
| | | 4/1078187 | 5/1078187 |



Authorised Person
 Blacktown Council

ePlan

Sheet 4 of 7 sheets

Plan: **DP1178982** PLAN OF SUBDIVISION OF LOTS 1 TO3 AND
LOT 6 IN DP1078187

Full name and address of the owners of the land: WOORONG PARK PTY LIMITED
1 STONY CREEK ROAD
SHANES PARK NSW 2747

| Number of item shown in the intention panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|--|-------------------------------|--|
| 4 | Easement for services 7 wide and variable. (P) vide DP1078187 | 8/1078187 9/1078187 | 7/1078187 7/1078187, 8/1078187 |

PART 2 (TERMS)

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 1 in the plan.

Blacktown City Council

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 2 in the plan.

Blacktown City Council

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 3 in the plan.

Blacktown City Council

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 4 in the plan.

Blacktown City Council



Authorised Person
Blacktown Council

ePlan

Sheet 5 of 7 sheets

Plan: **DP1178982**

PLAN OF SUBDIVISION OF LOTS 1 TO3 AND
LOT 6 IN DP1078187

Full name and address of the owners of the
land:

WOORONG PARK PTY LIMITED
1 STONY CREEK ROAD
SHANES PARK NSW 2747

5. Terms of easement, profit à prendre, restriction or positive covenant numbered 5 in the plan.

No lot is to be transferred unless an all weather access road complete with rural footway crossing is constructed to Council's satisfaction, in accordance with the Easement for Access denoted (AB) shown upon the plan.

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 5 in the plan.

Blacktown City Council

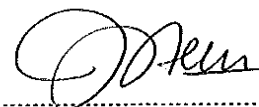
6. Terms of easement, profit à prendre, restriction or positive covenant numbered 6 in the plan.

The proprietor of the lot hereby burdened will in respect of the Easement for Access denoted (AB) shown upon the plan:

- a) Maintain the driveway surface and any associated drainage system in reasonable working condition; and
- b) Repair and/or restore any or all of the driveway surface and associated drainage system as nearly as practicable; and
- c) Share the costs of the abovementioned works equally with all other proprietors of the other lots similarly burdened by this covenant
- d) The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Blacktown City Council to determine any dispute in relation to the right of access and any dispute is a civil matter to be resolved between the relevant parties.

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 6 in the plan.

Blacktown City Council



Authorised Person
Blacktown Council

ePlan

Sheet 6 of 7 sheets

Plan: **DP1178982**

PLAN OF SUBDIVISION OF LOTS 1 TO3 AND
LOT 6 IN DP1078187

Full name and address of the owners of the land: WOORONG PARK PTY LIMITED
1 STONY CREEK ROAD
SHANES PARK NSW 2747

7. Terms of easement, profit á prendre, restriction or positive covenant numbered 7 in the plan.

The proprietor of the lot hereby burdened will in respect of the Easement for Access denoted (AD) shown upon the plan:

- a) Maintain the driveway surface and any associated drainage system in reasonable working condition; and
- b) Repair and/or restore any or all of the driveway surface and associated drainage system as nearly as practicable; and
- c) Share the costs of the abovementioned works equally with all other proprietors of the other lots similarly burdened by this covenant
- d) The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Blacktown City Council to determine any dispute in relation to the right of access and any dispute is a civil matter to be resolved between the relevant parties.

Name of Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 7 in the plan.

Blacktown City Council



Authorised Person
Blacktown Council

ePlan

Sheet 7 of 7 sheets

Plan: **DP1178982**

PLAN OF SUBDIVISION OF LOTS 1 TO3 AND
LOT 6 IN DP1078187

Full name and address of the owners of the
land:

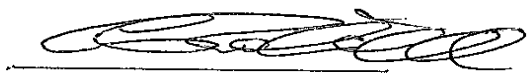
WOORONG PARK PTY LIMITED
1 STONY CREEK ROAD
SHANES PARK NSW 2747

SIGNING PAGE


SIGNED SEALED & DELIVERED on behalf of
JNG Bank (Australia) Limited
by its attorney under power of attorney registered
Book 4502 No. 58 in the presence of:


MARK JOSEPH SKINNER

EXECUTED BY WOORONG PARK PTY LIMITED
ABN 51 094 493 428 IN ACCORDANCE WITH
SECTION 127 OF THE CORPORATIONS ACT 2001
BY:


GARRY WINTEN ROTHWELL
SOLE DIRECTOR / SECRETARY

WITNESSED BY:


WILLIAM SARKIS
LEVEL 10, 61 LAVENDER STREET
MILSONS POINT NSW 2061

BLACKTOWN CITY COUNCIL


Judith Portelli

Manager Development Services

.....
Authorised Person
Blacktown Council

REGISTERED



23-10-2012

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.



DP1225885 B

**Full name and address
of the owner of the land:**

Plan of subdivision of Lots 4 & 5 DP1078187 and
Lot 10 DP1178982 covered by Subdivision
Certificate No. 16-00136

Woorong Park Pty. Ltd.
1 Stoney Creek Road,
SHANES PARK. 2747.

(Sheet 1 of 4 Sheets)

Part 1 (Creation)

| Number of item shown in the intention panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lots(s), road(s), bodies or Prescribed Authorities: |
|---|---|----------------------------------|--|
| 1. | Easement for services 7 wide (A) | 3 | 2 |
| 2. | Right of access 7 wide (B) | 3 | 2 |
| 3. | Restriction on the use of land | 2 & 3 | Blacktown City Council |
| 4. | Positive covenant | 2 & 3 | Blacktown City Council |

Part 1a (Release)

| Number of item shown in the intention panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lots(s), road(s), bodies or Prescribed Authorities: |
|---|---|----------------------------------|--|
| 1. | Easement for services 7 wide (AA) DP1178982 | 10/1178982 5/1078187 | 4 & 5/1078187 4/1078187 |
| 2. | Right of access 7 wide (AB) DP1178982 | 10/1178982 5/1078187 | 4 & 5/1078187 4/1078187 |

(Signatory) Woorong Park Pty. Ltd.

Authorised Person
Blacktown City Council

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Plan:

Plan of subdivision of Lots 4 & 5 DP1078187 and
Lot 10 DP1178982 covered by Subdivision
Certificate No. 16-0036

DP1225885

(Sheet 2 of 4 Sheets)

Part 2 (Terms)

1. Terms of Restriction on the Use of Land numbered three in the abovementioned plan

No lot is to be transferred unless an all weather access road complete with rural footway crossings is constructed to Council's satisfaction, in accordance with the right of access denoted (B) shown on the plan.

2. Terms of Positive Covenant numbered four in the abovementioned plan

The proprietor of the lot hereby burdened will in respect of the right of access denoted (B) on the plan:

- (a) Maintain the driveway surface and any associated drainage system in reasonable working condition; and
- (b) Repair and/or restore any and all of the driveway surface and associated drainage system as nearly as practicable; and
- (c) Share the costs of the abovementioned works equally with all other proprietors of the other lots similarly burdened by this covenant.
- (d) The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Blacktown City Council to determine any dispute in relation to the right of access and any dispute is a civil matter to be resolved between the relevant parties.



(Signatory) Woorong Park Pty. Ltd.
Garry Winten Rothwell



Authorised Person
Blacktown City Council

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Plan:

Plan of subdivision of Lots 4 & 5 DP1078187 and
Lot 10 DP1178982 covered by Subdivision
Certificate No. 16-00136

DP1225885

(Sheet 3 of 4 Sheets)

Executed on behalf of the Corporation named below
by the authorised persons whose signatures appear
below pursuant to the authority specified.

Corporation: Woorong Park Pty Ltd ACN 094 493 428
Authority: Section 127 Corporations Act 2001

.....
Signature of authorised person:

.....
Signature of authorised person:



Garry Winten Rothwell

.....
Name of authorised person:
Office held: Director / Secretary

.....
Name of authorised person:
Office held: Director/Secretary

.....
Level 10, 61 Lavender Street

.....
Address of authorised person:

.....
Milsons Point NSW
Address of authorised person:



.....
Authorised Person
Blacktown City Council

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Plan:

Plan of subdivision of Lots 4 & 5 DP1078187 and
Lot 10 DP1178982 covered by Subdivision
Certificate No. 16-00136

DP1225885

(Sheet 4 of 4 Sheets)

Dated at Sydney this 26 Day of JULY 2016
Executed by Australia and New Zealand Banking Group
Limited (ACN 005 337 522) Felix Wong
signed by its Attorney
who certifies that he is Manager Property & Construction
Finance pursuant to Power of Attorney Registered
No. 564 Book 4788
Felix Wong
Signed in the presence of
(Signature)
Andrew Borred
(Print Name)
ASSOCIATE DIRECTOR
(Title)

Executed for and on behalf of
Stockland Development Pty Limited
ACN 000 064 835 by its duly authorised
attorney under Power of Attorney registered
in Book 4642 No. 568 who declares that
he has no notification of revocation of the
said Power of Attorney in the presence of:

Stephen James Barlow
Stephen James Barlow

Michael Milligan
Signature of Witness
Michael Milligan
Name of Witness
133 Castlereagh Street, Sydney
Address of Witness

BLACKTOWN CITY COUNCIL by ITS AUTHORISED DELEGATE
PURSUANT TO S377 LOCAL GOVT. ACT, 1993
BLACKTOWN CITY COUNCIL

SIGNATURE OF DELEGATE

Judith Portelli
Judith Portelli
Manager Development Services

NAME OF DELEGATE

I CERTIFY THAT I AM ELIGIBLE WITNESS AND THAT THE DELEGATE
SIGNED IN MY PRESENCE.

Harleigh Murphy
SIGNATURE OF WITNESS NAME OF WITNESS
ADDRESS OF WITNESS - 62 Flushcombe Road,
Blacktown NSW 2148

Garry Winten Rothwell

(Signatory) Woorong Park Pty. Ltd.
Garry Winten Rothwell

BLACKTOWN CITY COUNCIL

Judith Portelli
Judith Portelli
Manager Development Services

Authorised Person
Blacktown City Council

Ref: 20260-C

REGISTERED



16.11.2016

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 1 of 5 sheets)



DP1078187 B

Subdivision of Lot 1 in DP84225, Lots 1 and 2 in DP176451 and Auto Consol 13284-157 *
 Covered by Subdivision Certificate
 No 11550 of 22.6.05

Full name and address of the owner of the land: **WOORONG PARK PTY LIMITED**
 1 Stoney Creek Road
 SHANES PARK NSW 2747

Part 1 (Creation)

| Number of item shown in the intention panel on the plan | Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s) | Benefited lot(s), road(s), bodies or Prescribed Authorities |
|---|---|------------------------------|---|
| 1 | Right of Access 7 Wide and Variable ('A') | 1 2 3 4 | 2, 3, 4, 5, 6 3, 4, 5 4, 5 5 |
| 2 | Right of Access 7 Wide ('R') | 8 9 | 7 7, 8 |
| 3 | Restriction on the Use of Land | 1 – 9 Inclusive | Council of the City of Blacktown |
| 4 | Restriction on the Use of Land | 1 – 9 Inclusive | Council of the City of Blacktown |
| 5 | Positive Covenant | Each of Lots 1 – 6 | Council of the City of Blacktown |
| 6 | Positive Covenant | Each of Lots 7 – 9 | Council of the City of Blacktown |
| 7 | Restriction on the Use of Land | 1 – 9 Inclusive | Council of the City of Blacktown |
| 8 | Easement for Services 7 Wide and Variable Width ('S') | 1 2 3 4 | 2, 3, 4, 5, 6 3, 4, 5 4, 5 5 |
| 9 | Easement for Services 7 Wide ('P') | 8 9 | 7 7, 8 |
| 10 | Restriction on the Use of Land | 1 – 8 Inclusive | Integral Energy Australia |

Approved by the Council of the City of Blacktown

Authorised Officer

* BEING LOT C IN DP62088 &
 LOT 11 IN DP617524

(Sheet 2 of 5 sheets)

DP1078187

Subdivision of Lot 1 in DP84225, Lots 1 and 2 in
DP176451 and Auto Consol 13284-157
Covered by Subdivision Certificate
No 11550 of 22.6.05

Full name and address of the owner of the land:

WOORONG PARK PTY LIMITED
1 Stoney Creek Road
SHANES PARK NSW 2747

Part 2 (Terms)

Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 1 and 2 in the plan.

Council of the City of Blacktown

Terms of easement, profit à prendre, restriction or positive covenant numbered 3 in the plan.

No further development of the lot burdened is to take place unless it is approved by development consent. Where such development falls within 40 metres of a designated natural watercourse, a riparian vegetation plan for that area will be required for approval by Council and/or the Department of Infrastructure, Planning and Natural Resources. Such approval is likely to require but not be restricted to, construction of road and drainage works, the provision of lot fill and the assessment of site contamination, Aboriginal Archaeology and flora / fauna issues relating to the proposed development site.

Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 3 in the plan.

Council of the City of Blacktown

Terms of easement, profit à prendre, restriction or positive covenant numbered 4 in the plan.

No lot is to be transferred unless an all weather access road complete with rural footway crossings is constructed to Council's satisfaction, in accordance with the Right of Access shown on the plan.

Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 4 in the plan.

Council of the City of Blacktown

Terms of easement, profit à prendre, restriction or positive covenant numbered 5 in the plan.

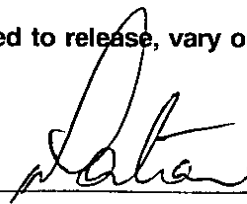
The proprietor of the lot hereby burdened will in respect of the right of access firstly referred to in the abovementioned plan:

- a) Maintain the driveway surface and any associated drainage system in reasonable working condition, and
- b) Repair and/or restore any or all of the driveway surface and associated drainage system as nearly as practicable, to its former condition, and
- c) Share the costs of the abovementioned works equally with all other proprietors of other lots similarly burdened by this covenant.

Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 5 in the plan.

Council of the City of Blacktown

Approved by the Council of the City of Blacktown



Authorised Officer



(Sheet 3 of 5 sheets)

DP1078187

Subdivision of Lot 1 in DP84225, Lots 1 and 2 in
DP176451 and Auto Consol 13284-157
Covered by Subdivision Certificate
No 11550 of 22.6.05

Full name and address of the owner of the land: **WOORONG PARK PTY LIMITED**
1 Stoney Creek Road
SHANES PARK NSW 2747

Terms of easement, profit à prendre, restriction or positive covenant numbered 6 in the plan.

The proprietor of the lot hereby burdened will in respect of the right of access secondly referred to in the abovementioned plan:

- a) Maintain the driveway surface and any associated drainage system in reasonable working condition, and
- d) Repair and/or restore any or all of the driveway surface and associated drainage system as nearly as practicable, to its former condition, and
- e) Share the costs of the abovementioned works equally with all other proprietors of other lots similarly burdened by this covenant.

Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 6 in the plan.

Council of the City of Blacktown

Terms of easement, profit à prendre, restriction or positive covenant numbered 7 in the plan.

No further development of the lot burdened is to take place unless it complies with the provisions of "Planning for Bushfire Protection 2001".

Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 7 in the plan.

Council of the City of Blacktown

Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 8 in the plan.

Council of the City of Blacktown

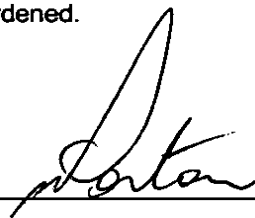
Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 9 in the plan.

Council of the City of Blacktown

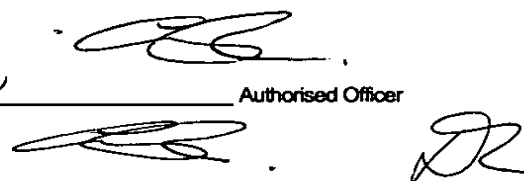
Terms of easement, profit à prendre, restriction or positive covenant numbered 10 in the plan.

- 1. No building will be erected or permitted to remain without making satisfactory arrangements for a network connection in accordance with the policies and procedures of the authority benefited, including the payment of network fees and the cost of the design and installation of additional equipment required to supply the lot burdened.

Approved by the Council of the City of Blacktown



Authorised Officer



(Sheet 4 of 5 sheets)

DP1078187

Subdivision of Lot 1 in DP84225, Lots 1 and 2 in
DP176451 and Auto Consol 13284-157
Covered by Subdivision Certificate
No 11550 of 22.6.05

Full name and address of the owner of the land:

WOORONG PARK PTY LIMITED
1 Stoney Creek Road
SHANES PARK NSW 2747

2. Definitions:

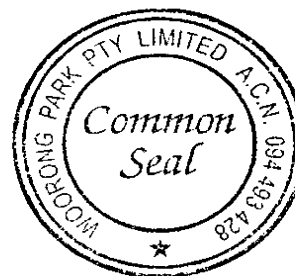
- 2.1 **authority benefited** means Integral Energy and its successors (who may exercise its rights by any persons authorised by it).
- 2.2 **erect** includes construct, install, build and maintain.
- 2.3 **Network** means the electricity supply system operated and maintained by the authority benefited.
- 2.4 **Owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).

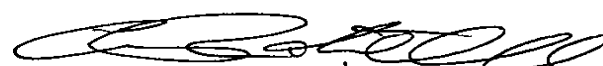
Name of person or Authority empowered to release, vary or modify restriction, positive covenant or easement numbered 10 in the plan.

Integral Energy Australia

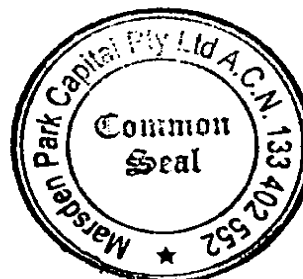
SIGNATURES

THE COMMON SEAL OF
WOORONG PARK PTY LIMITED
WAS AFFIXED HERETO
IN THE PRESENCE OF





SOLE SECRETARY/DIRECTOR

THE COMMON SEAL OF
MARSDEN PARK CAPITAL
PTY LIMITED
WAS AFFIXED HERETO
IN THE PRESENCE OF



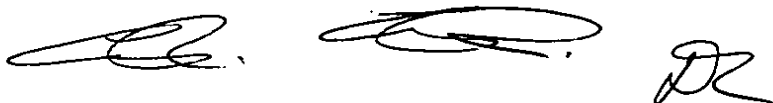

DIRECTOR


DIRECTOR

Approved by the Council of the City of Blacktown



Authorised Officer



(Sheet 5 of 5 sheets)

DP1078187

Subdivision of Lot 1 in DP84225, Lots 1 and 2 in
DP176451 and Auto Consol 13284-157
Covered by Subdivision Certificate
No 11550 of 22.6.05

Full name and address of the owner of the land:

WOORONG PARK PTY LIMITED
1 Stoney Creek Road
SHANES PARK NSW 2747

Signed on behalf of Integral Energy Australia
By its Attorney pursuant to Power of Attorney
Book 4421 No 550 in the presence of:

Signature of Witness

Michelle Albany
Name of Witness

Signature of Attorney
~~General Manager Engineering Performance~~
~~John Wallace~~ **GEOFFREY RIETHMULLER**
NETWORK PROPERTY MANAGER

DATE: 6 May 2005

Signature of Countersignee
~~Company Secretary~~
~~Graig James~~

NRS 1702

C/- Integral Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148
Address of Witness

* Book 4446 No 816

SIGNED SEALED & DELIVERED on behalf of
ING Bank (Australia) Limited
by its attorney under power of attorney registered
Book 4502 No. 58 in the presence of:

MARK JOSEPH SKINNER

Witness: Nathalie Burgess

Nathalie Burgess
Gadens Lawyers
77 Castlereagh Street, Sydney

REGISTERED



16-07-2009

BLACKTOWN CITY COUNCIL

Approved by the Council of the City of Blacktown

Authorised Officer

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released
 and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to
 Section 88B Conveyancing Act 1919.

(Sheet 1 of 20 sheets)

Plan:

DP1230981

Plan of Subdivision of Lot 5343 in DP1226040
 Covered by Subdivision Certificate
 No ~~00141~~ of ~~2018~~

Full name and address of the owner of the
 land:

STOCKLAND DEVELOPMENT PTY LTD
 (ACN 000 064 835)
 133 Castlereagh Street
 Sydney NSW 2000

Part 1 (Creation)

| Number of item shown in the intention panel on the plan | Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s) | Benefited lot(s), road(s), bodies or Prescribed Authorities |
|--|--|---------------------------------|---|
| 1. | Easement to Drain Water 1.5 Wide (A) | 5343 | Part of Lots 5479 & 234/1227051 Designated (T) |
| | | 5344 | 5343, Part of Lots 5479 & 234/1227051 Designated (T) |
| | | 5345 | 5343, 5344, Part of Lots 5479 & 234/1227051 Designated (T) |
| | | 5346 | 5343 – 5345 Inclusive, Part of Lots 5479 & 234/1227051 Designated (T) |
| | | 5347 | 5343 - 5346 Inclusive, Part of Lots 5479 & 234/1227051 Designated (T) |
| | | 5348 | 5343 - 5347 Inclusive, Part of Lots 5479 & 234/1227051 Designated (T) |
| | | 5349 | 5343 - 5348 Inclusive, Part of Lots 5479 & 234/1227051 Designated (T) |
| | | 5350 | 5343 - 5349 Inclusive, Part of Lots 5479 & 234/1227051 Designated (T) |
| | | 5351 | 5343 - 5350 Inclusive, Part of Lots 5479 & 234/1227051 Designated (T) |
| | | 5352 | 5343 - 5351 Inclusive, Part of Lots 5479 & 234/1227051 Designated (T) |
| | | 5353 | 5343 - 5352 Inclusive, Part of Lots 5479 & 234/1227051 Designated (T) |

BLACKTOWN CITY COUNCIL


 Judith Portelli

Manager Development Services

3447-4564-7877v22

(Marsden Park - Stage 42)



Plan:

DP1230981

Plan of Subdivision of Lot 5343 in DP1226040

Covered by Subdivision Certificate

No **00141** of **208**

Full name and address of the owner of the land:

STOCKLAND DEVELOPMENT PTY LTD

(ACN 000 064 835)

133 Castlereagh Street

Sydney NSW 2000

| Number of item shown in the intention panel on the plan | Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s) | Benefited lot(s), road(s), bodies or Prescribed Authorities |
|---|---|------------------------------|---|
| | | 5354 | 5343 - 5353 Inclusive, Part of Lots 5479 & 234/1227051 Designated (T) |
| | | 5375 | 5376, 5378 |
| | | 5376 | 5378 |
| | | 5394 | 5395, 5397 |
| | | 5395 | 5397 |
| | | 5399 | 5398 |
| | | 5400 | 5398, 5399 |
| | | 5401 | 5398, 5399, 5400 |
| | | 5402 | 5398 - 5401 Inclusive |
| | | 5403 | 5398 - 5402 Inclusive |
| | | 5404 | 5398 - 5403 Inclusive |
| | | 5405 | 5398 - 5404 Inclusive |
| | | 5406 | 5398 - 5405 Inclusive |
| | | 5407 | 5398 - 5406 Inclusive |
| | | 5408 | 5398 - 5407 Inclusive |
| | | 5409 | 5410 - 5423 Inclusive |
| | | 5410 | 5411 - 5423 Inclusive |
| | | 5411 | 5412 - 5423 Inclusive |
| | | 5412 | 5413 - 5423 Inclusive |
| | | 5413 | 5414 - 5423 Inclusive |
| | | 5414 | 5415 - 5423 Inclusive |
| | | 5415 | 5416 - 5423 Inclusive |

BLACKTOWN CITY COUNCIL


 Judith Portelli
 Manager Development Services

3447-4564-7877v22

(Marsden Park - Stage 42)



Plan:

DP1230981

Plan of Subdivision of Lot 5343 in DP1226040

Covered by Subdivision Certificate

No 0041 of 2019

Full name and address of the owner of the land:

STOCKLAND DEVELOPMENT PTY LTD

(ACN 000 064 835)

133 Castlereagh Street

Sydney NSW 2000

| Number of item shown in the intention panel on the plan | Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s) | Benefited lot(s), road(s), bodies or Prescribed Authorities |
|---|---|------------------------------|---|
| | | 5416 | 5417 – 5423 Inclusive |
| | | 5417 | 5418 – 5423 Inclusive |
| | | 5418 | 5419 – 5423 Inclusive |
| | | 5419 | 5420 – 5423 Inclusive |
| | | 5420 | 5421, 5422, 5423 |
| | | 5421 | 5422, 5423 |
| | | 5422 | 5423 |
| | | 5424 | 5425 |
| | | 5426 | 5424, 5425 |
| | | 5427 | 5424, 5425, 5426 |
| | | 5448 | 5447 |
| | | 5449 | 5447, 5448 |
| | | 5450 | 5447, 5448, 5449 |
| | | 5451 | 5447 - 5450 Inclusive |
| | | 5452 | 5447 - 5451 Inclusive |
| | | 5457 | 5447 – 5452 Inclusive, 5461 |
| | | 5458 | 5447 - 5452 Inclusive, 5457, 5461 |
| | | 5459 | 5447 - 5452 Inclusive, 5457, 5458, 5461 |
| | | 5460 | 5447 - 5452 Inclusive, 5457, 5458, 5459, 5461 |
| | | 5461 | 5447 - 5452 Inclusive |
| | | 5465 | 5464 |
| | | 5466 | 5464, 5465 |

BLACKTOWN CITY COUNCIL


 Judith Portelli
 Manager Development Services

3447-4564-7877v22

(Marsden Park - Stage 42)



Plan:

DP1230981

Plan of Subdivision of Lot 5343 in DP1226040

Covered by Subdivision Certificate

No 00141 of 2018

Full name and address of the owner of the land:

STOCKLAND DEVELOPMENT PTY LTD


(ACN 000 064 835)

133 Castlereagh Street

Sydney NSW 2000

| Number of item shown in the intention panel on the plan | Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s) | Benefited lot(s), road(s), bodies or Prescribed Authorities |
|---|---|------------------------------|---|
| | | 5467 | 5464, 5465, 5466 |
| | | 5474 | Part of Lot 5481 Designated (T) |
| | | 5475 | 5409 – 5423 Inclusive |
| | | 5477 | 5398 - 5408 Inclusive |
| 2. | Easement for Access and Maintenance 0.9 Wide (M) | 5344 | 5343 |
| | | 5345 | 5344 |
| | | 5349 | 5348 |
| | | 5350 | 5349 |
| | | 5351 | 5350 |
| | | 5354 | 5353 |
| | | 5356 | 5355 |
| | | 5357 | Part of Lot 5481 Designated (U) |
| | | 5358 | 5357 |
| | | 5359 | 5358 |
| | | 5360 | 5359 |
| | | 5363 | 5362 |
| | | 5364 | 5363 |
| | | 5365 | 5364 |
| | | 5366 | 5365 |
| | | 5367 | 5366 |
| | | 5371 | 5370 |
| | | 5372 | 5371 |
| | | 5374 | 5373 |

BLACKTOWN CITY COUNCIL


 Judith Portelli
 Manager Development Services

3447-4564-7877v22

(Marsden Park - Stage 42)



Plan:

DP1230981

Plan of Subdivision of Lot 5343 in DP1226040

Covered by Subdivision Certificate

No 00141 of 2018

Full name and address of the owner of the land:

STOCKLAND DEVELOPMENT PTY LTD

(ACN 000 064 835)

133 Castlereagh Street

Sydney NSW 2000

| Number of item shown in the intention panel on the plan | Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s) | Benefited lot(s), road(s), bodies or Prescribed Authorities |
|---|---|------------------------------|---|
| | | 5375 | 5376 |
| | | 5379 | 5378 |
| | | 5383 | 5382 |
| | | 5384 | 5383 |
| | | 5385 | 5384 |
| | | 5386 | 5385 |
| | | 5391 | 5390 |
| | | 5393 | 5392 |
| | | 5394 | 5395 |
| | | 5398 | 5397 |
| | | 5404 | 5403 |
| | | 5405 | 5404 |
| | | 5406 | 5405 |
| | | 5407 | 5406 |
| | | 5408 | 5407 |
| | | 5409 | 5410 |
| | | 5410 | 5411 |
| | | 5411 | 5412 |
| | | 5414 | 5415 |
| | | 5415 | 5416 |
| | | 5416 | 5417 |
| | | 5417 | 5418 |
| | | 5418 | 5419 |

BLACKTOWN CITY COUNCIL


 Judith Portelli
 Manager Development Services

3447-4564-7877v22
 (Marsden Park - Stage 42)



Plan:

DP1230981

Plan of Subdivision of Lot 5343 in DP1226040

Covered by Subdivision Certificate

No 00141 of 2018

Full name and address of the owner of the land:

STOCKLAND DEVELOPMENT PTY LTD

(ACN 000 064 835)

133 Castlereagh Street

Sydney NSW 2000

| Number of item shown in the intention panel on the plan | Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s) | Benefited lot(s), road(s), bodies or Prescribed Authorities |
|---|---|------------------------------|---|
| | | 5421 | 5422 |
| | | 5422 | 5423 |
| | | 5423 | 5424 |
| | | 5427 | 5426 |
| | | 5429 | 5428 |
| | | 5430 | 5429 |
| | | 5431 | 5430 |
| | | 5432 | 5431 |
| | | 5433 | 5432 |
| | | 5434 | 5433 |
| | | 5435 | 5434 |
| | | 5436 | 5435 |
| | | 5437 | 5436 |
| | | 5438 | 5437 |
| | | 5439 | 5438 |
| | | 5440 | 5439 |
| | | 5441 | 5440 |
| | | 5442 | 5441 |
| | | 5443 | 5442 |
| | | 5444 | 5443 |
| | | 5445 | 5444 |
| | | 5446 | 5445 |
| | | 5449 | 5448 |

BLACKTOWN CITY COUNCIL


 Judith Portelli
 Manager Development Services

3447-4564-7877v22

(Marsden Park - Stage 42)



Plan:

DP1230981

Plan of Subdivision of Lot 5343 in DP1226040

Covered by Subdivision Certificate

No 00141 of 2018

Full name and address of the owner of the land:

STOCKLAND DEVELOPMENT PTY LTD


(ACN 000 064 835)

133 Castlereagh Street

Sydney NSW 2000

| Number of item shown in the intention panel on the plan | Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s) | Benefited lot(s), road(s), bodies or Prescribed Authorities |
|---|---|------------------------------|---|
| | | 5450 | 5449 |
| | | 5451 | 5450 |
| | | 5452 | 5451 |
| | | 5454 | 5453 |
| | | 5455 | 5454 |
| | | 5456 | 5455 |
| | | 5457 | 5456 |
| | | 5458 | 5457 |
| | | 5459 | 5458 |
| | | 5460 | 5459 |
| | | 5466 | 5465 |
| | | 5467 | 5466 |
| | | 5471 | 5470 |
| | | 5472 | 5471 |
| | | 5473 | 5472 |
| | | 5474 | 5473 |
| | | 5475 | 5409 |
| 3. | Easement for Access and Maintenance 0.9 Wide (N) | 5373 | Part of Lot 5481 Designated (W) |
| | | 5374 | Part of Lot 5481 Designated (W) |
| | | 5475 | 5446 |
| 4. | Easement for Padmount | 5374 | Epsilon Distribution Ministerial |

BLACKTOWN CITY COUNCIL


 Judith Portelli
 Manager Development Services

3447-4564-7877v22
 (Marsden Park - Stage 42)



Plan:

DP1230981

Full name and address of the owner of the land:

Plan of Subdivision of Lot 5343 in DP1226040
 Covered by Subdivision Certificate
 No 00141 of 2018

STOCKLAND DEVELOPMENT PTY LTD
 (ACN 000 064 835)
 133 Castlereagh Street
 Sydney NSW 2000

| Number of item shown in the intention panel on the plan | Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s) | Benefited lot(s), road(s), bodies or Prescribed Authorities |
|---|---|--|--|
| | Substation 2.75 Wide (X) | 5463 | Holding Corporation ABN 59 253 130 878 |
| 5. | Restriction on the Use of Land (Y) | Part of Lot 5374 Designated (Y) Part of Lot 5447 Designated (Y) Part of Lot 5463 Designated (Y) Part of Lot 5481 Designated (Y) | Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 |
| 6. | Restriction on the Use of Land (Z) | Part of Lot 5374 Designated (Z) Part of Lot 5447 Designated (Z) Part of Lot 5463 Designated (Z) Part of Lot 5481 Designated (Z) | Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 |
| 7. | Restriction on the Use of Land | Each of Lots 5343-5474 Inclusive | Every other Lot 5343-5474 inclusive |
| 8. | Restriction on the Use of Land | Each of Lots 5343-5474 Inclusive | Every other Lot 5343-5474 inclusive |

BLACKTOWN CITY COUNCIL


 Judith Portelli
 Manager Development Services



3447-4564-7877v22
 (Marsden Park - Stage 42)

Plan:

DP1230981

Full name and address of the owner of the land:

Plan of Subdivision of Lot 5343 in DP1226040
 Covered by Subdivision Certificate
 No **00141** of **2018**
STOCKLAND DEVELOPMENT PTY LTD
 (ACN 000 064 835)
 133 Castlereagh Street
 Sydney NSW 2000

| Number of item shown in the intention panel on the plan | Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s) | Benefited lot(s), road(s), bodies or Prescribed Authorities |
|---|---|--|---|
| 9. | Restriction on the Use of Land | Each of Lots 5349 – 5354, 5357 – 5392, 5396 – 5452, 5456 – 5462, 5464 – 5469 Inclusive | Blacktown City Council |
| 10. | Restriction on the Use of Land | Each of Lots 5350 – 5393, 5405 - 5478 Inclusive | Blacktown City Council |
| 11. | Restriction on the Use of Land | Each of Lots 5343-5354, 5357-5372, 5377-5391 & 5396-5425 Inclusive | Every other Lot 5343-5474 inclusive |
| 12. | Restriction on the Use of Land | Each of Lots 5428-5432, 5436-5439, 5443-5445, 5454-5459 and 5470, 5471 Inclusive | Blacktown City Council |
| 13. | Restriction on Use of Land | Each of lots 5475-5479 Inclusive | Blacktown City Council |

BLACKTOWN CITY COUNCIL


 Judith Portelli
 Manager Development Services



3447-4564-7877v22
 (Marsden Park - Stage 42)

(Sheet 10 of 20 Sheets)

Plan:

DP1230981

Full name and address of the owner of the
land:

Plan of Subdivision of Lot 5343 in DP1226040
Covered by Subdivision Certificate
No 00141 of 2018

STOCKLAND DEVELOPMENT PTY LTD
(ACN 000 064 835)
133 Castlereagh Street
Sydney NSW 2000

Part 1A (Release)

| Number of item shown in the intention panel on the plan | Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s) | Benefited lot(s), road(s), bodies or Prescribed Authorities |
|--|--|---------------------------------|---|
| 1. | Right of Access 20.8 wide (DP1239531) | 5343/1226040 | Blacktown City Council |

BLACKTOWN CITY COUNCIL


Judith Portelli
Manager Development Services

3447-4564-7877v22
(Marsden Park - Stage 42)



Plan:

DP1230981

Plan of Subdivision of Lot 5343 in DP1226040

Covered by Subdivision Certificate

No **00141** of **2018**

Full name and address of the owner of the land:

STOCKLAND DEVELOPMENT PTY LTD

(ACN 000 064 835)

133 Castlereagh Street

Sydney NSW 2000

Part 2 (Terms)

1 Terms of easement, profit á prendre, restriction or positive covenant numbered 1 in the plan.

An Easement to Drain Water on the Terms as set out in Part 3 of Schedule 8 of the Conveyancing Act 1919, amended, is created.

Name of Authority whose consent is required to release, vary or modify restriction, positive covenant or easement numbered 1 in the plan.

Blacktown City Council

2 Terms of easement, profit á prendre, restriction or positive covenant numbered 2 & 3 in the plan.

2.1 The owner of the lot benefited may:

- (a) with prior reasonable notice given to the owner or occupier of a lot burdened, use the easement site for the purpose of carrying out necessary work (including construction, maintenance and repair) on:
 - (i) the lot benefited;
 - (ii) any structure constructed or to be constructed by the owner of the lot benefited, which cannot otherwise reasonably be carried out;
- (b) do anything reasonably necessary for that purpose including:
 - (i) entering into the lot burdened;
 - (ii) taking anything onto the lot burdened; and
 - (iii) carrying out the necessary works.

2.2 In exercising the rights under this clause 2 the owner of the lot benefited must:

- (a) ensure that all work on the lot benefited is done properly and carried out as quickly as is practicable;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it;
- (d) restore the lot burdened as nearly as practicable to its former condition; and
- (e) make good any collateral damage.

2.3 The owner of the lot burdened must not carry out any development or erect any structures within the easement site which will inhibit the use of the easement site by the owner of the lot benefited.

BLACKTOWN CITY COUNCIL


Judith Portelli
Manager Development Services

3447-4564-7877v22

(Marsden Park - Stage 42)

Plan:

DP1230981

Full name and address of the owner of the land:

Plan of Subdivision of Lot 5343 in DP1226040
Covered by Subdivision Certificate
No **00141** of **2018**

STOCKLAND DEVELOPMENT PTY LTD
(ACN 000 064 835)
133 Castlereagh Street
Sydney NSW 2000

- 2.4 The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Blacktown City Council to determine any dispute in relation to the Easement for Access & Maintenance and any dispute is a civil matter to be resolved with the relevant parties.

Name of Authority whose consent is required to release, vary or modify restriction, positive covenant or easement numbered 2 & 3 in the plan.

Blacktown City Council

- 3 Terms of easement, profit á prendre, restriction or positive covenant numbered 4 in the plan.**

The terms set out in Memorandum No AK104621 registered at NSW Land Registry Services are incorporated into this document, subject to changing "Endeavour Energy" to "Epsilon Distribution Ministerial Holding Corporation".

Name of Authority whose consent is required to release, vary or modify restriction, positive covenant or easement numbered 4 in the plan.

Epsilon Distribution Ministerial Holding Corporation

- 4 Terms of easement, profit á prendre, restriction or positive covenant numbered 5 in the plan.**

- 4.1 Definitions:

- (a) **120/120/120 fire rating** and **60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- (b) **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- (c) **erect** includes construct, install, build and maintain.
- (d) **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

- 4.2 No building shall be erected or permitted to remain within the restriction site unless:

- (a) the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
- (b) the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
- (c) the owner provides the authority benefited with an engineer's certificate to this effect.

- 4.3 The fire ratings mentioned in clause 4.2 must be achieved without the use of fire fighting systems such as automatic sprinklers.

BLACKTOWN CITY COUNCIL


Judith Portelli
Manager Development Services

3447-4564-7877v22
(Marsden Park - Stage 42)



Plan:

DP1230981

Plan of Subdivision of Lot 5343 in DP1226040

Covered by Subdivision Certificate

No **0014** of **2018**

Full name and address of the owner of the land:

STOCKLAND DEVELOPMENT PTY LTD

(ACN 000 064 835)

133 Castlereagh Street

Sydney NSW 2000

4.4 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

- (a) Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.
- (b) The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

Name of Authority whose consent is required to release, vary or modify restriction, positive covenant or easement numbered 5 in the plan.

Epsilon Distribution Ministerial Holding Corporation

5 Terms of easement, profit à prendre, restriction or positive covenant numbered 6 in the plan.

5.1 Definitions:


- (a) **erect** includes construct, install, build and maintain.
- (b) **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

5.2 No swimming pool or spa shall be erected or permitted to remain within the restriction site.

5.3 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

- (a) Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.

BLACKTOWN CITY COUNCIL


Judith Portelli
Manager Development Services

3447-4564-7877v22
(Marsden Park - Stage 42)



Plan:

DP1230981

Plan of Subdivision of Lot 5343 in DP1226040

Covered by Subdivision Certificate

No **00141** of **2018**

Full name and address of the owner of the land:

STOCKLAND DEVELOPMENT PTY LTD

(ACN 000 064 835)

133 Castlereagh Street

Sydney NSW 2000

- (b) The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

Name of Authority whose consent is required to release, vary or modify restriction, positive covenant or easement numbered 6 in the plan.

Epsilon Distribution Ministerial Holding Corporation

6 Terms of easement, profit à prendre, restriction or positive covenant numbered 7 in the plan.

6.1 In this restriction on use of land, the following expressions have the following meaning:

- (a) **Stockland** means Stockland Development Pty Ltd ACN 000 064 835 and each of its successors and assigns excluding purchasers on sale.

6.2 No dividing fence shall be erected on the lot burdened unless it is erected without expense of Stockland, its successors and assigns other than purchasers on sale.

6.3 No structure of a temporary character or nature which is intended for habitation, including, but without limiting the generality thereof, any basement, tent, shed, shack, garage, trailer, camper or caravan, shall be erected or permitted to remain on the lot burdened.

6.4 No fuel storage tanks (except any such tank or tanks used for oil heating purposes) shall be placed upon or permitted to remain on any lot burdened.

6.5 No noxious, noisome or offensive occupation, trade, business, manufacturing or home industry shall be conducted or carried out on any lot burdened.

6.6 No commercial or boarding kennels shall be constructed or permitted to remain on any lot burdened.

6.7 No advertisement hoarding sign or matter of any description shall be erected or displayed on any lot burdened without the prior written consent of Stockland having been given to the registered proprietor of the lot burdened. The required approval may be given or withheld at the absolute discretion of Stockland BUT nothing in this restriction shall prevent the proprietor of any lot burdened from displaying not more than one (1) sign on the lot burdened advertising the fact that the dwelling on the relevant lot burdened is for sale IF: -

- (a) any such sign does not exceed nine hundred millimetres (900mm) in width and nine hundred millimetres (900mm) in height; and

6.8 any such sign is painted and/or decorated in its entirety by a professional Signwriter.

6.9 No motor truck, lorry or semi-trailer with a load carrying capacity exceeding two point five (2.5) tonnes shall be parked or permitted to remain on any lot burdened unless the same is used in connection with the erection of a dwelling on the relevant lot burdened.

6.10 No building shall be permitted to be constructed on the lot burdened nor shall the construction of any building be permitted to continue on the lot burdened unless the lot burdened is maintained in clean and tidy condition as is practicable having regard to the nature of the construction on the lot burdened.

BLACKTOWN CITY COUNCIL


Judith Portelli
Manager Development Services

3447-4564-7877v22
(Marsden Park - Stage 42)



Plan:

DP1230981

Plan of Subdivision of Lot 5343 in DP1226040

Covered by Subdivision Certificate

No ~~00141~~ of ~~2018~~

Full name and address of the owner of the land:

STOCKLAND DEVELOPMENT PTY LTD

(ACN 000 064 835)

133 Castlereagh Street

Sydney NSW 2000

- 6.11 No clothes line shall be erected or permitted to remain on the lot burdened unless the same is not visible from any public road and/or place BUT nothing in this restriction shall prevent the erection and maintenance of a clothes line where all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places.
- 6.12 No air conditioning plant and/or equipment shall be installed or permitted to remain on any building erected on the lot burdened unless the same is either:-
- (a) not visible from any public road and/or place; or is
 - (b) screened from any public road and/or place in a manner approved by Stockland
- 6.13 No radio masts and/or antennas shall be erected or permitted to remain on any lot burdened unless the same are not visible from any public road and/or place.
- 6.14 No television masts and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are erected at or near the rear of the main building erected on the lot burdened.
- 6.15 No Child Care Centre shall be erected or permitted to remain on the lot burdened.
- 6.16 No visually obtrusive & unsightly items such as hot water storage tanks, rain water tanks, utility metres, roof and window mounted A/C units, condensers, solar roof collectors, A/C service lines, clotheslines, aerials, gardens sheds etc are not to be directly visible from the street/public places and should have a minimal visual impact on an adjacent dwelling including their private open space.
- 6.17 No shutters, blinds, canopies, awnings, security devices or any external improvement other than fly screens is to be constructed, installed or maintained on or in a lot burdened
- 6.18 No garbage containers and recyclable materials are to be stored on or in a lot burdened unless secured and stored so that they are hidden from view outside the lot burdened and do not omit odours.
- 6.19 No vehicle may be parked on a lot burdened unless it is parked:
- (a) In a garage or driveway on the lot burdened;
 - (b) In an area designated as being an area where a vehicle may be parked.

Name of Authority whose consent is required to release, vary or modify restriction, positive covenant or easement numbered 7 in the plan.

Stockland Development Pty Ltd (ACN 000 064 835) whilst ever it owns any part of any lot in the plan.

7 Terms of easement, profit à prendre, restriction or positive covenant numbered 8 in the plan.

7.1 In this restriction on use of land, the following expressions have the following meaning:

- (a) **Design Essentials** means design essentials for the carrying out of development on the land the subject of the plan published by Stockland from time to time.

BLACKTOWN CITY COUNCIL


Judith Portelli

Manager Development Services

3447-4564-7877v22
(Marsden Park - Stage 42)



Plan:

DP1230981

Full name and address of the owner of the land:

Plan of Subdivision of Lot 5343 in DP1226040
Covered by Subdivision Certificate
No **00141** of **2018**
STOCKLAND DEVELOPMENT PTY LTD
(ACN 000 064 835)
133 Castlereagh Street
Sydney NSW 2000

(b) **Stockland** means Stockland Development Pty Ltd ACN 000 064 835 and each of its successors and assigns excluding purchasers on sale.

- 7.2 No building shall be constructed on the lot burdened unless the dwelling to be constructed, external materials, colours and finishes including roof tiles and bricks of the dwelling, fencing and landscaping have been designed in accordance with the Design Essentials.
- 7.3 No driveway shall be constructed on the lot burdened unless such driveway is constructed of materials and is of a colour which complies with the Design Essentials.
- 7.4 No garage shall be erected forward of the main dwelling façade on the lot burdened unless the garage design complies with the Design Essentials.
- 7.5 No building, apart from the main building erected on the lot burdened, shall be erected or permitted to remain on the lot unless the building complies with the Design Essentials.

Name of Authority whose consent is required to release, vary or modify restriction, positive covenant or easement numbered 8 in the plan.

Stockland Development Pty Ltd (ACN 000 064 835) whilst ever it owns any part of any lot in the plan.

8 Terms of easement, profit à prendre, restriction or positive covenant numbered 9 in the plan.

No building shall be erected on the lot hereby burdened being a filled lot unless constructed on pier and beam footings to safe and uniform strata or alternatively on footings or slab designed and certified by a Chartered Professional Engineer to the requirements and satisfaction of Blacktown City Council.

Name of Authority whose consent is required to release, vary or modify restriction, positive covenant or easement numbered 9 in the plan.

Blacktown City Council

9 Terms of easement, profit à prendre, restriction or positive covenant numbered 10 in the plan.


No building or structure shall be erected on the lot hereby burdened unless the design of the footing system is per exposure classification A2 in accordance with AS2870-2011 unless such a footing system is designed and certified by a Chartered Professional Engineer.

Name of Authority whose consent is required to release, vary or modify restriction, positive covenant or easement numbered 10 in the plan.

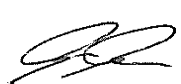
Blacktown City Council

10 Terms of easement, profit à prendre, restriction or positive covenant numbered 11 in the plan.

No dwelling shall be erected on the lot hereby burdened unless the design of the main building is of two storey construction.

BLACKTOWN CITY COUNCIL

Judith Portelli
Manager Development Services

3447-4564-7877v22
(Marsden Park - Stage 42)



Plan:

DP1230981

Plan of Subdivision of Lot 5343 in DP1226040

Covered by Subdivision Certificate

No **00141** of **2018**

Full name and address of the owner of the land:

STOCKLAND DEVELOPMENT PTY LTD

(ACN 000 064 835)

133 Castlereagh Street

Sydney NSW 2000

"Dwelling" means a residential style house capable of being lived in and is referred to as the main building upon the lot.

Name of Authority whose consent is required to release, vary or modify restriction, positive covenant or easement numbered 11 in the plan.

Stockland Development Pty Limited ACN 000 064 835 whilst ever it owns any lot or any part of any lot in the plan and after that time owners of the lot benefited.

11 Terms of easement, profit á prendre, restriction or positive covenant numbered 12 in the plan.

No development shall be carried out on the lot hereby burdened unless in accordance with:

- (a) the specified Building Envelope Plan held on Blacktown City Council File at Enclosure 55K of JRPP-15-2324 determined in accordance with *Blacktown City Council Growth Centre Precincts Development Control Plan 2010*; or
- (b) the building envelope determined in accordance with *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Name of Authority whose consent is required to release, vary or modify restriction, positive covenant or easement numbered 12 in the plan.

Blacktown City Council


12 Terms of easement, profit á prendre, restriction or positive covenant numbered 13 in the plan.

No further development of the Lot Burdened is to take place unless it is approved by development consent. Such approval is likely to require, but not be restricted to, construction of road and drainage works, the provision of lot fill and the payment of Section 7.11 Contributions.

Name of Authority whose consent is required to release, vary or modify restriction, positive covenant or easement numbered 13 in the plan.

Blacktown City Council

BLACKTOWN CITY COUNCIL


Judith Portelli
Manager Development Services



3447-4564-7877v22
(Marsden Park - Stage 42)

Plan:

DP1230981

Full name and address of the owner of the land:

Plan of Subdivision of Lot 5343 in DP1226040
Covered by Subdivision Certificate
No **00141** of **2018**

STOCKLAND DEVELOPMENT PTY LTD
(ACN 000 064 835)
133 Castlereagh Street
Sydney NSW 2000

Executed for and on behalf of **Stockland Development Pty Limited** ACN 000 064 835
by its duly authorised attorney under Power of Attorney registered in Book ~~474~~ No. **742**
who declares that (s)he has no notice of the revocation of the said Power of Attorney in the presence of:



Signature of Witness



Signature of Attorney



Name of Witness

RICHARD ALAN RHODES CH

Name of Attorney (print)

STOCKLAND

LEVEL 25, 133 CASTLEREAGH STREET

SYDNEY NSW 2000

Address of Witness (print)

BLACKTOWN CITY COUNCIL


Judith Portelli
Manager Development Services

3447-4564-7877v22

(Marsden Park - Stage 42)



(Sheet 19 of 20 Sheets)

Plan:

DP1230981

Full name and address of the owner of the land:

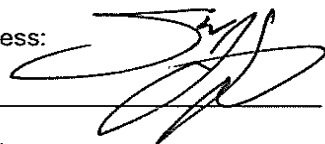
Plan of Subdivision of Lot 5343 in DP1226040
Covered by Subdivision Certificate
No **00141** of **2018**

STOCKLAND DEVELOPMENT PTY LTD
(ACN 000 064 835)
133 Castlereagh Street
Sydney NSW 2000

I certify that the attorney signed this instrument in my presence.

Signed by the attorney named below who signed this instrument pursuant to the power of attorney specified for **Endeavour Energy Network Asset Partnership (ABN 30 586 412 717)** on behalf of **Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)** pursuant to section 36 of the *Electricity Network Assets (Authorised Transactions) Act 2015 (NSW)*

Signature of witness:



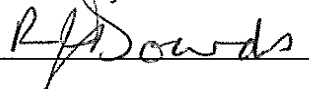
Name of witness:

SIMON LAWTON

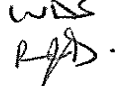
Address of witness:

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Signature of attorney:



Name and position of attorney:

~~Helen Smith~~ **Rob DOWNS**
A/ Manager Property & Fleet 

Power of attorney:
Book 4734 No 883

Signing on behalf of:
Endeavour Energy Network Asset Partnership
ABN 30 586 412 717

Endeavour Energy reference:

URS19565

Date of signature:

11/9/18

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released
and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to
Section 88B Conveyancing Act 1919.

DP1230981

(Sheet 20 of 20 sheets)

Blacktown Council by its authorised delegate pursuant to s.377 of Local Government Act 1993

No 30 _____

(name of delegate)



Signature of Delegate

JUDITH PORTELLI

Name of Delegate (print)

I certify that I am an eligible witness and that the delegate signed in my presence



Signature of Witness

KATHERINE UMILA

Name of Witness (print)

C/- Blacktown City Council

62 Flushcombe Road

Address of Witness

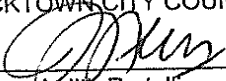
BLACKTOWN NSW 2148

REGISTERED



14.03.2019

BLACKTOWN CITY COUNCIL



Judith Portelli
Manager Development Services



3447-4564-7877v22

(Marsden Park - Stage 42)

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Lengths are in Metres

Sheet 1 of 10 Sheets

Plan: **DP1273929**

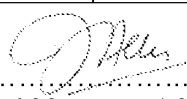
Plan of Subdivision of Lot 5476 DP
 1230981 covered by Council's
 Subdivision Certificate No. SC-22-00045

| | |
|---|---|
| Full Name and address of Properties of Land | STOCKLAND DEVELOPMENT PTY LTD ACN 000 064 835 133 Castlereagh Street SYDNEY NSW 2000 |
|---|---|

Part 1 (Creation)

| | Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:- | Burdened lot(s) or parcel(s):- | Benefited lot(s), road(s), bodies or Prescribed Authorities:- |
|----|--|--------------------------------|--|
| 1. | Easement to Drain Water 1.5 Wide (A) | 4223 | 4222 |
| 2. | Easement to Drain Water 6 Wide (E) | 4224 4225 4226 4227 | 4225 to 4228 incl. 4226, 4227, 4228 4227, 4228 4228 |
| 3. | Right of Carriageway 6 Wide (D) | 4224 4225 4226 4227 | 4225 to 4228 incl. 4224, 4226 to 4228 incl. 4225, 4227, 4228 4226, 4228 |
| 4. | Easement for Access & Maintenance 0.9 Wide (F) | 4223 4224 4225 | 4222 4225 4226 |

APPROVED BY BLACKTOWN CITY COUNCIL


 Electronic signature of me,
 Judith Portelli, affixed by me
 on 3/06/2022 2:22:48 PM
 General Manager / Authorised Officer
 3436-4100-6100v3
 Elara Stage 42A-2

Lengths are in Metres

Sheet 2 of 10 Sheets

Plan: **DP1273929**

Plan of Subdivision of Lot 5476 DP
 1230981 covered by Council's
 Subdivision Certificate No SC-22-00045

| | Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:- | Burdened lot(s) or parcel(s):- | Benefited lot(s), road(s), bodies or Prescribed Authorities:- |
|-----|--|---------------------------------|---|
| | | 4226 4227 | 4227 4228 |
| 5. | Easement for Services 6 Wide (B) | 4224 4225 4226 4227 | 4225 to 4228 incl. 4226, 4227, 4228 4227, 4228 4228 |
| 6. | Restriction on Use of Land | Each Lot 4222 to 4228 inclusive | Blacktown City Council |
| 7. | Restriction on Use of Land | Each Lot 4222 to 4228 inclusive | Blacktown City Council |
| 8. | Restriction on Use of Land | Each Lot 4222 to 4228 inclusive | Every other Lot 4222 to 4228 inclusive |
| 9. | Restriction on Use of Land | Each Lot 4222 to 4228 inclusive | Every other Lot 4222 to 4228 inclusive |
| 10. | Restriction On Use of Land | Each Lot 4222 to 4228 inclusive | Blacktown City Council |
| 11. | Positive Covenant | Each Lot 4224 to 4228 inclusive | Blacktown City Council |
| 12. | Positive Covenant | Each Lot 4224 to 4228 inclusive | Blacktown City Council |
| 13. | Restriction on Use of Land | Part 4224 denoted 'C' | Blacktown City Council |

APPROVED BY BLACKTOWN CITY COUNCIL



Electronic signature of me,
 Judith Portelli, affixed by me
 on 3/06/2022 2:22:58 PM

General Manager / Authorised Officer

3436-4100-6100v3
 Elara Stage 42A-2

Lengths are in Metres

Sheet 3 of 10 Sheets

Plan: **DP1273929**

Plan of Subdivision of Lot 5476 DP
1230981 covered by Council's
Subdivision Certificate No ~~SC-22-00045~~

Part 2 (Terms)

1. Terms of easement, profit á prendre, restriction or positive covenant numbered 1 and 2 in the plan.

An Easement to Drain Water on the Terms as set out in Part 3 of Schedule 8 of the Conveyancing Act 1919, amended, is created.

Name of Authority whose consent is required to release, vary or modify easements numbered 1 & 2 in the plan is Blacktown City Council.

2. Terms of easement, profit á prendre, restriction or positive covenant numbered 3 in the plan.

A Right of Carriageway on the terms as set out in Part 1 of Schedule 8 of the Conveyancing Act 1919, as amended is created

Name of Authority whose consent is required to release, vary or modify easement 3 numbered in the plan is Blacktown City Council.

3. Terms of easement, profit á prendre, restriction or positive covenant numbered 4 in the plan.

3.1 The owner of the lot benefited may:

- (a) with prior reasonable notice given to the owner or occupier of a lot burdened, use the easement site for the purpose of carrying out necessary work (including construction, maintenance and repair) on:
 - (i) the lot benefited;
 - (ii) any structure constructed or to be constructed by the owner of the lot benefited,which cannot otherwise reasonably be carried out;
- (b) do anything reasonably necessary for that purpose including:
 - (i) entering into the lot burdened;
 - (ii) taking anything onto the lot burdened; and
 - (iii) carrying out the necessary works.

3.2 In exercising the rights under this clause 3 the owner of the lot benefited must:

- (a) ensure that all work on the lot benefited is done properly and carried out as quickly as is practicable;
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it;
- (d) restore the lot burdened as nearly as practicable to its former condition; and
- (e) make good any collateral damage.


3.3 The owner of the lot burdened must not carry out any development or erect any structures within the easement site which will inhibit the use of the easement site by the owner of the lot benefited.

3.4 The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Blacktown City Council to determine any dispute in relation to the Easement for Access & Maintenance and any dispute is a civil matter to be resolved with the relevant parties.

APPROVED BY BLACKTOWN CITY COUNCIL

General Manager / Authorised Officer

3436-4100-6100v3
Elara Stage 42A-2



Electronic signature of me,
Judith Portelli, affixed by me
on 3/06/2022 2:23:03 PM

Lengths are in Metres

Sheet 4 of 10 Sheets

Plan: **DP1273929**

Plan of Subdivision of Lot 5476 DP
1230981 covered by Council's
Subdivision Certificate No **SC-22-00045**

**Name of Authority whose consent is required to release, vary or modify
easement numbered 4 in the plan is Blacktown City Council.**

**4. Terms of easement, profit á prendre, restriction or positive covenant
numbered 5 in the plan.**

An Easement for Services on the Terms as set out in Part 11 of Schedule 8 of the
Conveyancing Act 1919 as amended is created

**Name of Authority whose consent is required to release, vary or modify
easement numbered 5 in the plan is Blacktown City Council.**

**5. Terms of easement, profit á prendre, restriction or positive covenant
numbered 6 in the plan.**

No building shall be erected on the lot hereby burdened being a filled lot unless
constructed on pier and beam footings to safe and uniform strata or alternatively
on footings or slab designed and certified by a Chartered Professional Engineer to
the requirements and satisfaction of Blacktown City Council.

**Name of Authority whose consent is required to release, vary or modify
restriction numbered 6 in the plan is Blacktown City Council.**

**6. Terms of easement, profit á prendre, restriction or positive covenant
numbered 7 in the plan.**

No building or structure shall be erected on the lot hereby burdened unless the
design of the footing system is per exposure classification A2 in accordance with
AS2870-2011 unless such a footing system is designed and certified by a
Chartered Professional Engineer.

**Name of Authority whose consent is required to release vary or modify
restriction numbered 7 in the plan is Blacktown City Council.**

**7. Terms of easement, profit á prendre, restriction or positive covenant
numbered 8 in the plan.**

7.1 In this restriction on use of land, the following expressions have the following
meaning:

(a) **Stockland** means Stockland Development Pty Ltd ACN 000 064 835 and
each of its successors and assigns excluding purchasers on sale.

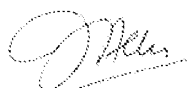
7.2 No dividing fence shall be erected on the lot burdened unless it is erected without
expense of Stockland, its successors and assigns other than purchasers on sale.

7.3 No structure of a temporary character or nature which is intended for habitation,
including, but without limiting the generality thereof, any basement, tent, shed,
shack, garage, trailer, camper or caravan, shall be erected or permitted to remain
on the lot burdened.

7.4 No fuel storage tanks (except any such tank or tanks used for oil heating
purposes) shall be placed upon or permitted to remain on any lot burdened.

7.5 No noxious, noisome or offensive occupation, trade, business, manufacturing or
home industry shall be conducted or carried out on any lot burdened.

7.6 No commercial or boarding kennels shall be constructed or permitted to remain on
any lot burdened.



Electronic signature of me,
Judith Portelli, affixed by me
on 3/06/2022 2:23:06 PM

APPROVED BY BLACKTOWN CITY COUNCIL

General Manager / Authorised Officer

3436-4100-6100v3
Elara Stage 42A-2

Lengths are in Metres

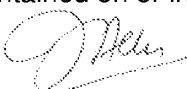
Sheet 5 of 10 Sheets

Plan: **DP1273929**

Plan of Subdivision of Lot 5476 DP
1230981 covered by Council's
Subdivision Certificate No SC-22-00045

- 7.7 No advertisement hoarding sign or matter of any description shall be erected or displayed on any lot burdened without the prior written consent of Stockland having been given to the registered proprietor of the lot burdened. The required approval may be given or withheld at the absolute discretion of Stockland BUT nothing in this restriction shall prevent the proprietor of any lot burdened from displaying not more than one (1) sign on the lot burdened advertising the fact that the dwelling on the relevant lot burdened is for sale IF: -
- (a) any such sign does not exceed nine hundred millimetres (900mm) in width and nine hundred millimetres (900mm) in height; and
 - (b) any such sign is painted and/or decorated in its entirety by a professional Signwriter.
- 7.8 No motor truck, lorry or semi-trailer with a load carrying capacity exceeding two point five (2.5) tonnes shall be parked or permitted to remain on any lot burdened unless the same is used in connection with the erection of a dwelling on the relevant lot burdened.
- 7.9 No building shall be permitted to be constructed on the lot burdened nor shall the construction of any building be permitted to continue on the lot burdened unless the lot burdened is maintained in clean and tidy condition as is practicable having regard to the nature of the construction on the lot burdened.
- 7.10 No clothes line shall be erected or permitted to remain on the lot burdened unless the same is not visible from any public road and/or place BUT nothing in this restriction shall prevent the erection and maintenance of a clothes line where all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places.
- 7.11 No air conditioning plant and/or equipment shall be installed or permitted to remain on any building erected on the lot burdened unless the same is either:-
- (a) not visible from any public road and/or place; or
 - (b) IS screened from any public road and/or place in a manner approved by Stockland.
- 7.12 No radio masts and/or antennas shall be erected or permitted to remain on any lot burdened unless the same are not visible from any public road and/or place.
- 7.13 No television masts and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are erected at or near the rear of the main building erected on the lot burdened.
- 7.14 No childcare centre shall be erected or permitted to remain on the lot burdened.
- 7.15 No visually obtrusive or unsightly items such as hot water storage tanks, rain water tanks, utility metres, roof and window mounted A/C units, condensers, solar roof collectors, A/C service lines, clotheslines, aerials, gardens sheds etc are to be directly visible from the street/public places and should have a minimal visual impact on an adjacent dwelling including their private open space.
- 7.16 No external shutters, blinds, canopies, awnings or any other external window improvement other than fly screens and security devices (such as CCTV/security systems) are to be constructed, installed or maintained on or in a lot burdened.

APPROVED BY BLACKTOWN CITY COUNCIL


Electronic signature of me,
Judith Portelli, affixed by me
on 3/06/2022 2:23:10 PM
General Manager / Authorised Officer
3436-4100-6100v3
Elara Stage 42A-2

Lengths are in Metres

Sheet 6 of 10 Sheets

Plan: **DP1273929**

Plan of Subdivision of Lot 5476 DP
1230981 covered by Council's
Subdivision Certificate No **SC-22-00045**

- 7.17 No garbage containers and recyclable materials are to be stored on or in a lot burdened unless secured and stored so that they are hidden from view outside the lot burdened and do not omit odours.
- 7.18 No vehicle may be parked on a lot burdened unless it is parked:
- (a) in a garage or driveway on the lot burdened; or
 - (b) in an area designated as being an area where a vehicle may be parked.

Name of Party whose consent is required to release vary or modify restriction numbered 8 in the plan is Stockland Development Pty Limited ACN 000 064 835 whilst ever it owns any lot or any part of any lot in the plan.

8. Terms of easement, profit á prendre, restriction or positive covenant numbered 9 in the plan.

- 8.1 In this restriction on use of land, the following expressions have the following meaning:

- (a) **Design Essentials** means design essentials for the carrying out of development on the land the subject of the plan published by Stockland from time to time.
- (b) **Stockland** means Stockland Development Pty Ltd ACN 000 064 835 and each of its successors and assigns excluding purchasers on sale.

- 8.2 No building shall be constructed on the lot burdened unless the dwelling to be constructed, external materials, colours and finishes including roof tiles and bricks of the dwelling, fencing and landscaping have been designed in accordance with the Design Essentials.
- 8.3 No driveway shall be constructed on the lot burdened unless such driveway is constructed of materials and is of a colour which complies with the Design Essentials.
- 8.4 No garage shall be erected forward of the main dwelling façade on the lot burdened unless the garage design complies with the Design Essentials.
- 8.5 No building, apart from the main building erected on the lot burdened, shall be erected or permitted to remain on the lot burdened unless it complies with the requirements of the Design Essentials.

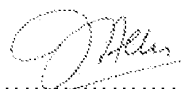
Name of Party whose consent is required to release vary or modify restriction numbered 9 in the plan is Stockland Development Pty Limited ACN 000 064 835 whilst ever it owns any lot or any part of any lot in the plan.

9. Terms of easement, profit á prendre, restriction or positive covenant numbered 10 in the plan.

The walls of any dwelling erected on the lot burdened is not to be located within 900mm of the side boundary unless there is a registered maintenance easement on the adjoining property extending the length of the wall.

Name of Authority whose consent is required to release vary or modify restriction numbered 10 in the plan is Blacktown City Council.

APPROVED BY BLACKTOWN CITY COUNCIL



Electronic signature of me,
Judith Portelli, affixed by me
on 3/06/2022 2:23:13 PM

General Manager / Authorised Officer

3436-4100-6100v3
Elara Stage 42A-2

Lengths are in Metres

Sheet 7 of 10 Sheets

Plan: **DP1273929**

Plan of Subdivision of Lot 5476 DP
1230981 covered by Council's
Subdivision Certificate No **SC-22-00045**

10. Terms of easement, profit à prendre, restriction or positive covenant 11 numbered in the plan.

- 10.1 In this positive covenant "**communal garbage, green waste and recycling area**" and "**communal bulky waste collection area**" means the area between the kerb line and the boundary of the Lot Burdened and denoted 'P'-'Q' on the plan.
- 10.2 The Registered Proprietor from time to time of the Lot Burdened covenants personally and on behalf of all occupants of the Lot Burdened in favour of the Prescribed Authority under section 88E of the Conveyancing Act 1919 to do the following:
- (a) store all forms of garbage, organic waste and recycling within the appropriate garbage bin areas designated on the plan for the Lot Burdened;
 - (b) place all garbage, organic waste and recycling bins in the communal garbage, organic waste and recycling collection area, designated on the plan for the Lot Burdened, no earlier than 2pm the day before the scheduled collection time;
 - (c) collect and return the empty garbage, organic waste and recycling bins to the Lot Burdened no later than 7pm on the day collection has taken place; and
 - (d) place whitegoods and large household items in the communal bulky waste collection area, designated on the plan for the Lot Burdened, the evening before the date allocated by the Prescribed Authority for the collection of such items;
 - (e) the owner of the lot burdened acknowledges that the bin storage area will accommodate a communal bin pad for the collection of waste bins weekly and recycling bins fortnightly, on collection day. The number of bins will exceed the two belonging to the owner of the lot burdened and will include two bins for every lot entitled to place bins in the bin storage area in accordance with this positive covenant; and
 - (f) release the Prescribed Authority from, and not make any claim or demand or commence any proceedings (including without limitation in nuisance) against the Prescribed Authority in relation to any noise, debris, damage to property or other issue arising directly or indirectly from waste collection activities carried on by the Prescribed Authority or any agent acting on its behalf.

Name of Authority whose consent is required to release vary or modify restriction numbered 11 in the plan is Blacktown City Council.

11. Terms of easement, profit à prendre, restriction or positive covenant numbered 12 in the plan.

The owner of the lot burdened will in respect of the lots benefitted by the right of carriageway thirdly referred to in the abovementioned plan:

- (a) maintain the driveway surface and any associated drainage system, in relation to the lot burdened, in reasonable working condition;

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Judith Portelli, affixed by me
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Elara Stage 42A-2

Lengths are in Metres

Sheet 8 of 10 Sheets

Plan: **DP1273929**

Plan of Subdivision of Lot 5476 DP
1230981 covered by Council's
Subdivision Certificate No **SC-22-00045**

- (b) repair and/or restore any or all of the driveway surface and associated drainage system, in relation to the lot burdened as nearly as practicable to its former condition;
- (c) share the costs of the abovementioned works equally with other proprietors of other lots identified in the table below:

| Lot burdened by Right of carriageway number 3 | Lots to share equally the repair & maintenance of the driveway surface and associated drainage system |
|--|---|
| 4224 | 4224, 4225, 4226, 4227, 4228 |
| 4225 | 4225, 4226, 4227, 4228 |
| 4226 | 4226, 4227, 4228 |
| 4227 | 4227, 4228 |

and;

- (d) keep the driveway clear and unobstructed at all times to allow the owners of the lot benefited to pass across the lot burdened to get to and from the benefited lot.

The owner of the lot burdened acknowledges that it is not the responsibility of Blacktown City Council to determine any dispute in relation to the Right of Carriageway and any dispute is a civil matter to be resolved with the relevant parties.

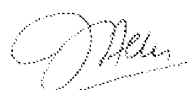
Name of Authority whose consent is required to release vary or modify positive covenant numbered 12 in the plan is Blacktown City Council.

12. Terms of easement, profit à prendre, restriction or positive covenant numbered 13 in the plan.

No obstruction within that part of the lot burdened denoted 'C' on the plan shall exceed a height of 900mm

Name of Authority whose consent is required to release vary or modify restriction numbered 13 in the plan is Blacktown City Council.

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Judith Portelli, affixed by me
on 3/06/2022 2:23:19 PM

General Manager / Authorised Officer

3436-4100-6100v3
Elara Stage 42A-2

Lengths are in Metres

Sheet 9 of 10 Sheets

Plan: **DP1273929**

Plan of Subdivision of Lot 5476 DP
1230981 covered by Council's
Subdivision Certificate No **SC-22-00045**

Executed for and on behalf of **Stockland
Development Pty Limited** ACN 000 064 835
by its duly authorised attorney under Power of
Attorney registered in Book ⁴⁷⁴¹No. ⁷⁴²
who declares that (s)he has no notice of the
revocation of the said Power of Attorney in the
presence of:

Electronic signature of me, Claire
Kotevski, affixed by me on
3.06.2022




Signature of Witness

Claire Kotevski

Name of Witness

133 Castlereagh Street, Sydney

Address of Witness (print)



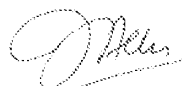
Electronic signature of me, Sophie Ale,
affixed by me on 03.06.2022

Signature of Attorney

Sophie Ale

Name of Attorney (print)

APPROVED BY BLACKTOWN CITY COUNCIL



Electronic signature of me,
Judith Portelli, affixed by me
on 3/06/2022 2:23:22 PM

.....
General Manager / Authorised Officer
3436-4100-6100v3
Elara Stage 42A-2

Lengths are in Metres

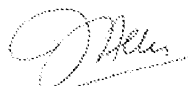
Sheet 10 of 10 Sheets

Plan: **DP1273929**

Plan of Subdivision of Lot 5476 DP
1230981 covered by Council's
Subdivision Certificate No **SC-22-00045**

Blacktown Council by its authorised delegate pursuant to s.377 of Local Government Act 1993
No 30 Judith Portelli

(name of delegate)



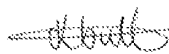
Electronic signature of me,
Judith Portelli, affixed by me
on 3/06/2022 2:23:50 PM

Signature of Delegate

Judith Portelli

Name of Delegate (print)

I certify that I am an eligible witness and that the delegate signed in my presence



Electronic signature of me,
Kristy Bulloch, affixed by me
on 3/06/2022 3:20:26 PM

Signature of Witness

Kristy Bulloch

Name of Witness (print)

62 Flushcombe Road Blacktown NSW 2148

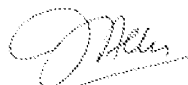
Address of Witness

APPROVED BY BLACKTOWN CITY COUNCIL

REGISTERED:



7/06/2022



Electronic signature of me,
Judith Portelli, affixed by me
on 3/06/2022 2:23:26 PM

General Manager / Authorised Officer

3436-4100-6100v3
Elara Stage 42A-2

Planning certificate



Section 10.7 (2)

We have prepared this Planning Certificate under Section 10.7 of the *Environmental Planning and Assessment Act 1979*. The form and content of the Certificate is consistent with Schedule 2 of the Environmental Planning and Assessment Regulation 2021.

Applicant details

INFOTRACK PTY LTD
GPO BOX 4029
SYDNEY

Your reference CV:25250

Certificate details

| | | | |
|------------------------|-------------------|--------------------|----------------|
| Certificate no. | PL2025/10667 | Fee | \$71.00 |
| Date issued | 03 September 2025 | Urgency fee | N/A |
| Receipt no | D006057930 | | |

Property information

| | | | |
|--------------------------|--|----------------|-----------|
| Property ID | 402478 | Land ID | 400744 |
| Legal description | LOT 4228 DP 1273929 | | |
| Address | 22 FARLOW PARADE MARSDEN PARK NSW 2765 | | |
| County | CUMBERLAND | Parish | ROOTYHILL |

Within this certificate, we have included references to websites where you may find additional information. If you still require assistance on any matter covered by this certificate, please contact us on 02 5300 6000 or at s10.7certificates@blacktown.nsw.gov.au

Disclaimer

Blacktown City Council gives notice and points out to all users of the information supplied herein, that the information herein has been compiled by Council from sources outside of Council's control. While the information herein is provided with all due care and in good faith, it is provided on the basis that Council will not accept any responsibility for and will not be liable for its contents or for any consequence arising from its use, and every user of such information is advised to make all necessary enquiries from the appropriate organisations, institutions and the like.

Blacktown City Council also gives notice to all users of the information supplied herein, wherever any particular enquiry herein remains unanswered or has not been elaborated upon, such silence should not be interpreted as meaning or inferring either a negative or a positive response as the case may be.

Notice on the NSW Government's review of State Environmental Planning Policies

This note only applies to land affected by one or more of the following State Environmental Planning Policies (SEPPs), which were repealed on 1 March 2022.

- State Environmental Planning Policy (Sydney Region Growth Centres) 2006
- State Environmental Planning Policy (State Significant Precincts) 2005
- Sydney Regional Environmental Plan No 30—St Marys
- State Environmental Planning Policy (Western Sydney Parklands) 2009
- State Environmental Planning Policy (Western Sydney Employment Area) 2009
- State Environmental Planning Policy (Western Sydney Aerotropolis) 2020.

From 1 March 2022, the following State Environmental Planning Policies apply as follows:

- State Environmental Planning Policy (Precincts – Central River City) 2021 applies where:
 - Appendix 3, 4, 6, 7 or 12 of repealed State Environmental Planning Policy (Sydney Region Growth Centres) 2006 applied.
 - Appendix 7 or 10 of repealed State Environmental Planning Policy (State Significant Precincts) 2005 applied.
- State Environmental Planning Policy (Precincts – Western Parklands City) 2021 applies where:
 - Appendix 5 of repealed State Environmental Planning Policy (Sydney Region Growth Centres) 2006 applied.
 - Sydney Regional Environmental Plan No 30—St Marys applied.
 - State Environmental Planning Policy (Western Sydney Parklands) 2009 applied.
 - State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 applied.
- State Environmental Planning Policy (Industry and Employment) 2021 applies where:
 - State Environmental Planning Policy (Western Sydney Employment Area) 2009 applied.

Any reference to repealed SEPPs listed above in this Certificate means either of the SEPPs identified above.

Note that the content of the repealed SEPPs has been transferred and has not changed.

Employment Land Zones Reforms

From 26 April 2023, [State Environmental Planning Policy Amendment \(Land Use Zones\) 2022 \(829\)](#) applies.

Employment zones commence for land that is affected by Blacktown Local Environmental Plan 2015 on 26 April 2023.

From 26 April 2023, in a document (other than a State Environmental Planning Policy) a reference to a former zone under an environmental planning instrument is taken to include a reference to a new zone under the environmental planning instrument.

To determine the new zone for previously zoned Business and Industrial zoned land please refer to the published equivalent zones tables. <https://www.planning.nsw.gov.au/-/media/Files/DPE/Plans-and-policies/Policy-and-legislation/Planning-reforms/equivalent-zones-tables-per-lep.pdf?la=en>

The Department of Planning and Environment is currently reviewing the translation of employment zones for land that is zoned under a State Environmental Planning Policy.

Section 10.7 (2)

The following information is provided under Section 10.7(2) of the *Environmental Planning and Assessment Act 1979*. The information relates to the subject land at the date of this Certificate.

1. Relevant planning instruments and development control plans

1.1 Environmental planning instruments

The following environmental planning instruments apply to the carrying out of development on the land:

The subject land is zoned under State Environmental Planning Policy (Precincts - Central River City) 2021.

Attachment 1 contains a list of State Environmental Planning Policies that **may** apply to the carrying out of development on the subject land.

1.2 Development control plans

The following development control plans apply to the carrying out of development on the land:

Blacktown City Council Growth Centre Precincts Development Control Plan 2010 (Growth Centres DCP 2010) applies to the subject site.

The Growth Centres DCP 2010 applies to land where either of these State Environmental Planning Policies (SEPPs) apply: SEPP (Precincts - Central River City) 2021 or SEPP (Precincts - Western Parkland City) 2021 (formerly zoned under SEPP Sydney Region Growth Centres) 2006.

The Growth Centres DCP 2010 includes Schedules that contain additional development controls for the Precinct that the site is contained in. Refer to the relevant Schedule for those additional controls.

Note that Blacktown Development Control Plan 2015 generally does not apply to land that a Precinct Plan applies, except where specifically referred to in one of the above SEPPs or in the Growth Centres DCP 2010.

1.3 Proposed environmental planning instruments

The following proposed environmental planning instruments apply to the carrying out of development on the land. They are or have been the subject of community consultation or on public exhibition under the *Environmental Planning and Assessment Act 1979*:

The following draft State Environmental Planning Policies (SEPPs) or Explanation of Intended Effects (EIE) are currently on exhibition or have been exhibited. For more information refer to <https://www.planningportal.nsw.gov.au/draftplans>.

- State Environmental Planning Policy (Sustainable Buildings) 2022

On 29 August 2022, the NSW Government announced changes to the BASIX standards as part of the new this new policy, which will come into effect on 1 October 2023.

- Review of Clause 4.6

The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect between 31 March and 12 May 2021 to review Clause 4.6 of the Standard Instrument Local Environmental Plan. The Department of Planning has indicated that this matter is currently under consideration.

- Amendment to the then State Environmental Planning Policy (State and Regional Development)

The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 2 March to 16 March 2020 to amend State Environmental Planning Policy (State and Regional Development) 2011 to facilitate the efficient delivery of upgrades to existing water treatment facilities in NSW. The Department of Planning has indicated that this matter is currently under consideration.

- Amendment to the then Infrastructure State Environmental Planning Policy

The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 20 November to 17 December 2020 to amend the Infrastructure SEPP related to health services facilities. The Department of Planning has indicated that this matter is currently under consideration.

- Amendment to the then State Environmental Planning Policy (Sydney Region Growth Centres) 2006

The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 7 September to 28 September 2018 to amend State Environmental Planning Policy (Sydney Region Growth Centres) 2006. The Department of Planning has indicated that this matter is currently under consideration.

- Proposed State Environmental Planning Policy (Environment)

The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect between 31 October 2017 and 31 January 2018 for the proposed Environment SEPP. The Department of Planning has indicated that this matter is currently under consideration.

1.4 Proposed development control plans

There are no proposed development control plans which apply to the carrying out of development on the land.

2. Zoning and land use under relevant environmental planning instruments

The following information will assist in determining how the subject land may be developed. It is recommended that you read this section in conjunction with a full copy of any relevant environmental planning instrument as there may be additional provisions that affect how the land may be developed.

2.1 Zoning

The following is the name(s) of the zone(s) under the environmental planning instrument(s) that applies to the land, including the purposes for which development in the zone(s):

- (a) may be carried out without development consent, and
- (b) may not be carried out except with development consent, and
- (c) is prohibited:

Zone R2 Low Density Residential

Below is an extract from the principal Environmental Planning Instrument, outlining the types of development that may or may not be carried out in the above zone.

2 Permitted without consent

Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Business identification signs; Centre-based child care facilities; Community facilities; Drainage; Dual occupancies; Dwelling houses; Earthworks; Educational establishments; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Information and education facilities; Neighbourhood shops; Places of public worship; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing; Studio dwellings; Veterinary hospitals

4 Prohibited

Any development not specified in item 2 or 3

2.2 Zoning under draft Environmental Planning Instruments

The following is the name(s) of the zone(s) under the draft environmental planning instrument(s) that applies to the land, including the purposes for which development in the zone(s):

- (a) may be carried out without development consent, and
- (b) may not be carried out except with development consent, and
- (c) is prohibited:

There is no zoning proposed under a draft environmental planning instruments that applies to the land

2.3 Additional permitted uses

The following outlines whether any additional permitted uses apply to the land:

Additional permitted uses may apply to the subject land in line with the following table. Note that section 1.1 of this Planning Certificate outlines if any of the below environmental planning instruments apply.

For more information, please refer to the relevant environmental planning instruments on the NSW Legislation website <https://legislation.nsw.gov.au/>.

| Environmental planning instrument | Provisions - Additional permitted uses |
|--|--|
| Blacktown Local Environmental Plan 2015 | Applies to certain land as outlined in clause 2.5. |
| State Environmental Planning Policy (Precincts—Central River City) 2021 | Applies to certain land in the Huntingwood West Precinct, Greystanes Southern Employment Lands site, Riverstone West Precinct Plan, Alex Avenue and Riverstone Precinct Plan, Area 20 Precinct Plan, Schofields Precinct Plan, and Blacktown Growth Centres Precinct Plan. |
| State Environmental Planning Policy (Precincts – Western Parkland City) 2021 | Applies to land in the Rouse Hill Regional Park, and to certain land in Marsden Park Industrial Precinct Plan. |
| State Environmental Planning Policy (Industry and Employment) 2021 | Applies to certain land in the western Sydney employment area. |

2.4 Minimum land dimensions for the erection of a dwelling house

The following outlines whether development standards apply to the land that fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions:

There are no minimum land dimensions for the erection of a dwelling house that apply to land under Blacktown Local Environmental Plan 2015. Dwelling outcomes are controlled by other mechanisms. Refer to Blacktown Local Environmental Plan 2015 for relevant development standards for minimum subdivision lot size, and Blacktown Development Control Plan 2015 for relevant development controls that apply.

The minimum land dimensions for the erection of a dwelling house located in the Sydney region growth centres and affected by State Environmental Planning Policy (Precincts – Central River City) 2021 and State Environmental Planning Policy (Precincts – Western Parkland City) 2021 is found in Part 4, Principal development standards of the relevant appendix.

For land affected by Chapter 6 St Marys of State Environmental Planning Policy (Precincts – Western Parkland City) 2021, the minimum land dimensions for a dwelling house are controlled by the St Marys Eastern Precinct and Ropes Creek Precinct Plans.

For more information, please access the relevant environmental planning instrument listed above at the NSW Legislation website: <https://legislation.nsw.gov.au/>

2.5 Biodiversity

The following outlines where the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*:

Refer to the Department of Planning and Environment's online tool, which outlines if the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*. The tool is located at:

<https://www.lmbc.nsw.gov.au/Maps/index.html?viewer=BOSETMap>

2.6 Conservation area

The following outlines whether the land is in a conservation area:

- a) Priority Conservation Land in the Blacktown local government area is generally located in the following locations:
 - Bushland surrounding Prospect Reservoir, Prospect
 - Plumpton Park, Plumpton
 - Nurragingy Reserve, in Doonside/Rooty Hill/Glendenning
 - Doctor Charles McKay Reserve, Mount Druitt
 - Land adjoining Ropes Creek in Mount Druitt, Minchinbury and Eastern Creek
 - Shanes Park woodland
 - Wianamatta Regional Park, Ropes Crossing
 - Bushland in Angus bounded generally by Walker Parade, Park Road, Charlotte Street, Robert Street, Ben Street and Penprase Street
 - Bushland in Colebee to the north of the Westlink M7 and south of Sugarloaf Crescent, Colebee.
- b) The Cumberland Plain Conservation Plan may apply to the site. Under the plan, there is land that is specified as 'certified urban capable land' where certain controls apply. There is also land specified as 'certified major transport corridor'.

The areas where the plan applies are:

- for 'certified urban capable land', certain land in the suburbs of Mount Druitt and Rooty Hill.
- for 'certified major transport corridors', the future Westlink M7 extension corridor generally to the north of Hassall Grove, Bidwill, Shalvey and Willmot, and through the Wianamatta Regional Park to the west of Ropes Crossing.

More information on land is affected by the Cumberland Plain Conservation Plan can be found on the Department of Planning and Environment website:

<https://www.planning.nsw.gov.au/Policy-and-Legislation/Strategic-conservation-planning/Cumberland-Plain-Conservation-Plan/Planning-controls>

The Cumberland Plain Conservation Plan spatial viewer that visually shows the affected areas is also available online at:

https://webmap.environment.nsw.gov.au/Html5Viewer4142/index.html?viewer=CPCP_View

2.7 Heritage

The following outlines where an item of environmental heritage, or proposed environmental heritage item, is located on the land:

The subject land is not affected by an item of environmental heritage or a proposed environmental heritage item.

3. Contributions plans

3.1 Contribution plans

The following outlines the name of each contributions plan under *the Environmental Planning and Assessment Act 1979*, Division 1 applying to the land:

Contributions Plan No. 21 - Marsden Park applies to the subject land.

3.2 Draft contributions plans

The following outlines the name of each draft contributions plan under *the Environmental Planning and Assessment Act 1979*, Division 7.1 applying to the land:

Refer to Contributions plans section above to determine if any draft contributions apply.

3.3 Special contributions

The following outlines if the land is in a special contributions area under the *Environmental Planning and Assessment Act 1979*, Division 7.1 applying to the land:

The land may be in a Special Contribution Area as described below.

Land in the Growth Centres that are zoned under State Environmental Planning Policy (Precincts – Central River City) 2021 and State Environmental Planning Policy (Precincts – Western Parkland City) 2021, as specified in section 1.1 of this Planning Certificate, is in a Special Contribution Area, and will incur a Special Infrastructure Contribution.

You can find the map and other relevant information on the Special Contribution Area on the Department of Planning and Environment's website:

<https://www.planning.nsw.gov.au/Plans-for-your-area/Infrastructure-funding/Special-Infrastructure-Contributions/Western-Sydney-Growth-Area-SIC>

An interactive map is on the ePlanning Spatial Viewer under Layers > Development Control > Special Infrastructure Contributions at:

<https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>

4. Complying development

4.1 Where complying development codes apply

The following outlines if the land is land on which complying development may be carried out under each of the development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008:

Council does not have enough information to determine if complying development can apply. For more information, please review the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, available at: www.legislation.nsw.gov.au

4.2 Variations to complying development codes

The following outlines if the complying development codes are varied under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Clause 1.12, in relation to the land:

The complying development codes are not varied for the subject land under Schedule 3 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

5. Exempt development

5.1 Where exempt development codes apply

The following outlines if the land is on land on which exempt development may be carried out under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008:

Council does not have enough information to determine if exempt development can apply. For more information, please review the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 available at: www.legislation.nsw.gov.au

5.2 Variations to exempt development codes

The following outlines if the exempt development codes are varied, under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Clause 1.12, in relation to the land:

The exempt development codes are not varied for the subject land under Schedule 2 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

6. Affected building notices and building product rectification orders

6.1 Affected building notice in force

The following outlines if Council is aware of any affected building notice in force for the subject land:

As at the date of this Planning Certificate, Council is not aware of any affected building notice in force for the subject land.

6.2 Affected building rectification order in force

The following outlines if Council is aware of any affected building product rectification order in force for the subject land:

As at the date of this Planning Certificate, Council is not aware of any affected building product rectification order in force for the subject land.

6.3 Affected building rectification order – notice of intent

The following outlines if Council is aware of any outstanding notice of intention to make a building product rectification order for the subject land:

As at the date of this Planning Certificate, Council is not aware of any outstanding notice of intention to make a building product rectification order for the subject land.

7. Land reserved for acquisition

7.1 Current provisions

The following outlines whether an environmental planning instrument as described in section 1 makes provision for the acquisition of land by an authority of the state, as referred to in section 3.15 of the *Environmental Planning and Assessment Act 1979*:

The land may be reserved for acquisition by an authority of the state. It is reserved where it is located on the Land Reservation Acquisition map. This is an interactive map and can be found on the ePlanning Spatial Viewer under Layers > Principal Planning Layers > Land Reservation Acquisition Map at: <https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>. (Turn off the 'zoning' layer under Layers > Principal Planning Layers > Land Zoning Map for ease of viewing).

There are also Land reservation acquisition maps under each of the following environmental planning instruments, which can be accessed on the NSW Legislation website at: <https://legislation.nsw.gov.au/>

- Blacktown Local Environmental Plan 2015
- State Environmental Planning Policy (Precincts—Central River City) 2021
- State Environmental Planning Policy (Precincts—Western Parkland City) 2021
- State Environmental Planning Policy (Industry and Employment) 2021 (but only where the site is in the Western Sydney employment area, as specified in Chapter 2).

Note that section 1.1 of this Planning Certificate outlines if any of the above environmental planning instruments apply.

7.2 Draft provisions

The following outlines whether a draft environmental planning instrument as described in section 1 makes provision for the acquisition of land by an authority of the state, as referred to in section 3.15 of the *Environmental Planning and Assessment Act 1979*:

A draft environmental planning instrument referred to in section 1 of this certificate may make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

8. Road widening and road realignment

The following outlines whether the land is affected by road widening or road realignment.

8.1 The Roads Act 1993 Part 3 Division 2

The subject land is not affected by road widening or road realignment under the Roads Act 1993 Part 3 Division 2.

8.2 An environmental planning instrument

The subject land is not affected by road widening or road realignment under an environmental planning instrument.

8.3 A resolution of the Council

The subject land is not affected by road widening or road realignment under any resolution of the Council.

9. Flood related development controls

The following outlines:

- 9.1** If the land or part of the land is within the flood planning area and subject to flood related development controls.

Yes/No

- 9.2** If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

For residential development: **Yes/No**

For other development: **Seek further clarification**

- 9.3** The flooding precincts are shown on Maps online, within the layer titled "Flooding Precincts".

A link to this map can be found here: <https://www.blacktown.nsw.gov.au/Plan-build/Stage-2-plans-and-guidelines/Online-planning-tools/BLEP-2015-Maps-online>

They are based on results of engineering flood studies commissioned by Council or other government authorities. The information provided in this section is general advice based on results of engineering flood studies commissioned by Council or other government authorities. For more detailed flood information, please contact Council's Flooding Section and/or email Floodadvice@blacktown.nsw.gov.au

Adoption - Local Overland Flow Flood Study

On 22 May 2024, Council adopted the Blacktown Overland Flow Flood Study. The updated overland flow flood maps can be viewed here: <https://blacktown.macrogis.com.au/flood/>

Please be advised also that over time, the information on any section 10.7 planning certificate issued for land will be updated to reflect the updated overland flow affectation for that land, as adopted by Council on 22 May 2024.

Further information can be found here: <https://www.blacktown.nsw.gov.au/Our-environment/Waterways/Flooding-in-the-Blacktown-local-government-area/Flood-studies>

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

The following outlines whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of:

10.1 Land slip

Council does not have an adopted policy that restricts the development of the land because of the likelihood of land slip.

10.2 Bush fire

Council does not have an adopted policy that restricts the development of the land because of the likelihood of bush fire.

The Rural Fire Services' 'Planning for Bush Fire Protection 2019' provides development standards for designing and building on bush fire prone land in New South Wales. The document is available on the Rural Fire Service's website at:

<https://www.rfs.nsw.gov.au/plan-and-prepare/building-in-a-bush-fire-area/planning-for-bush-fire-protection>

It is noted that the development control plan(s) referred to in Section 1 of this Planning Certificate may have provisions in relation to bush fire that are to be considered, where applicable.

10.3 Tidal inundation

Council does not have an adopted policy that restricts the development of the land because of the likelihood of tidal inundation.

10.4 Subsidence

Council does not have an adopted policy that restricts the development of the land because of the likelihood of subsidence.

10.5 Acid sulfate soils

Council does not have an adopted policy that restricts the development of the land because of the likelihood of acid sulfate soils.

10.6 Contamination

Council does not have an adopted policy that restricts the development of the land because of the likelihood of contamination.

Chapter 4, Remediation of land of the State Environmental Planning Policy (Resilience and Hazards) 2021 sets out provisions in relation to contamination. The document is available on the NSW Legislation website at: <https://legislation.nsw.gov.au/>.

Contaminated land planning guidelines are also available on the Environment Protection Authority's (EPA) website at <https://www.epa.nsw.gov.au/-/media/epa/corporate-site/resources/clm/managing-contaminated-land-guidelines-remediation.pdf>

It is noted that the development control plan(s) referred to in Section 1 of this Planning Certificate may have provisions in relation to contamination that are to be considered, where applicable.

10.7 Aircraft noise

Council does not have an adopted policy that restricts the development of the land because of the likelihood of aircraft noise.

10.8 Salinity

Council does not have an adopted policy that restricts the development of the land because of the likelihood of salinity.

It is noted that the development control plan(s) referred to in Section 1 of this Planning Certificate may have provisions in relation to salinity.

10.9 Coastal hazards

Council does not have an adopted policy that restricts the development of the land because of the likelihood of coastal hazards.

10.10 Sea level rise

Council does not have an adopted policy that restricts the development of the land because of the likelihood of sea level rise.

10.11 Other risks

Council has adopted an Asbestos Policy which may restrict development on the subject land. The Asbestos policy applies where land contains, or is likely to have contained in the past, buildings or structures that were erected prior to the banning of asbestos. The policy is available on Council's website: www.blacktown.nsw.gov.au

The Policy should be considered in the context of any other relevant NSW legislation and guidelines.

11. Bushfire prone land

The following outlines if any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under section 10.3 of the *Environmental Planning and Assessment Act 1979*:

The subject land is identified on Council's Bush Fire Prone Land Map as being clear of any bushfire prone land.

12. Loose-fill asbestos insulation

The following outlines if the land includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, that are listed on the Register kept under that Division:

As at the date of this Planning Certificate, the land to which this certificate relates has not been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation. Contact NSW Fair Trading on 13 32 20 or visit the website for more information at <https://www.fairtrading.nsw.gov.au/>

13. Mine subsidence

The land is not in an area proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

14. Paper subdivision information

14.1 Development plan adopted

The following outlines whether a development plan has been adopted by a relevant authority that applies to the land:

The land is not subject to a development plan adopted by a relevant authority.

14.2 Development plan adopted – subject to ballot

The following outlines whether a development plan has been adopted by a relevant authority that is proposed to be subject to a ballot, and if so, the name of the plan:

The land is not subject to a development plan that has been adopted by a relevant authority that is proposed to be subject to a ballot.

14.3 Subdivision order

The following outlines if a subdivision order applies to the land, and if so, the date of the subdivision order:

The land is not subject to a subdivision order.

15. Property vegetation plans

There is no land in the local government area that is subject to an approved Property vegetation plan, which is in force under the Part 4 of the *Native Vegetation Act 2003*.

16. Biodiversity stewardship sites

The following outlines if the land is subject to a Biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*:

Council has not been notified that the land is subject to a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*.

17. Biodiversity certified land

The following outlines if the land is biodiversity certified land under the Part 8 of the *Biodiversity Conservation Act 2016*.

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

All or part of the land is biodiversity certified land under the Biodiversity Conservation Act 2016.

18. Orders under Trees (Disputes Between Neighbours) Act 2006

The following outlines whether Council has been notified of an order that has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land:

Council has not been notified of an order under the Act in respect of tree(s) on the land.
Council has not verified whether any order has been made of which it has not been notified.
The applicant should make its own enquiries in this regard if this is a matter of concern.

Trees (Disputes Between Neighbours) Act 2006 decisions by local government area can be found on the Land and Environment Court of New South Wales website at:

<https://www.lec.nsw.gov.au/lec/types-of-cases/class-2---tree-disputes-and-local-government-appeals/development-application-appeals/helpful-materials/merit-decisions-by-local-government-areas.html>

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

According to Council's records the owner (or previous owner) of the land **has not** consented in writing to the land being subject to annual charges for coastal protection services relating to existing coastal protection works (within the meaning of section 496B of the *Local Government Act 1993*).

20. Western Sydney Aerotropolis

The following outlines if, whether under Chapter 4 of the State Environmental Planning Policy (Precincts—Western Parkland City) 2021, the land is:

20.1 In a contour of 20 or greater, as shown on the Noise exposure contour map or Noise exposure forecast contour map

This does not apply to any land in the Blacktown local government area.

20.2 On the Lighting intensity and Wind shear map

This does not apply to any land in the Blacktown local government area.

20.3 On the Obstacle limitation surface map

The land may be shown on the Obstacle limitation surface map. This applies to some areas in the suburbs of Prospect (around Prospect Reservoir), Eastern Creek, Minchinbury, and small areas of Bungaribee and Mount Druitt. For more information refer to the Obstacle limitation surface map on the NSW Legislation website:

<https://www.planningportal.nsw.gov.au/publications/environmental-planning-instruments/state-environmental-planning-policy-precincts-western-parkland-city-2021>

20.4 On the Public safety area map:

This does not apply to any land in the Blacktown local government area.

20.5 In the '3 kilometre' or '13 kilometre' wildlife buffer zone on the Wildlife buffer zone map:

The 3 kilometre wildlife buffer zone does not apply to any land in the Blacktown local government area.

The land may be in the '13 kilometre wildlife buffer zone' on the Wildlife buffer zone map. This applies primarily to some industrial areas of Eastern Creek and some parts of Minchinbury and Mount Druitt.

An interactive map is available on the ePlanning Spatial Viewer under Layers > State Environmental Planning Policies > SEPP (Precincts – Western Parkland City) 2021 > SEPP (Western Sydney Aerotropolis) 2020 > Wildlife Buffer Zone

<https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>. (Turn off the 'zoning' layer under Layers > Principal Planning Layers > Land Zoning Map for ease of viewing).

21. Development consent conditions for seniors housing

The following outlines whether or not Chapter 3, Part 5 of the State Environmental Planning Policy (Housing) 2021 applies to the land, and if so, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in section 88(2) of that policy:

- Council's records are currently incomplete in relation to this matter.

- Historically, if the site was to be used for the purposes of seniors housing, a restriction to that effect may have been placed on the land title under section 88B of the [Conveyancing Act 1919](#). Please refer to the 88B Instrument for the site which can be accessed from NSW Land Registry Services to confirm if any such restrictions apply at: <https://www.nswlrs.com.au/>
- Alternatively, please review the relevant determinations that apply to the site. If required, a copy of the determinations can be obtained via an informal application under the *Government Information (Public Access) Act 2009*.

22. Site compatibility certificates and development consent conditions for affordable rental housing

22.1 Site compatibility certificate

The following outlines whether there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate in relation to proposed development on the land, and if so, the period for which the certificate is current. Note that a copy may be obtained from the Department of Planning and Environment where this applies. For more information, visit the planning portal at: <https://pp.planningportal.nsw.gov.au/SCC>

A site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate in relation to proposed development on the land, has not been issued.

22.2 SEPP Housing - conditions of consent

The following outlines if Chapter 2, Part 2, Division 1 or 5 of the State Environmental Planning Policy (Housing) 2021 applies to the land, and if so, any conditions of a development consent in relation to the land that are of a kind referred to in section 21(1) or 40(1) of that Policy:

- Council's records are currently incomplete in relation to this matter.
- Historically, if the site was to be used for the purposes of affordable rental housing, a restriction to that effect may have been placed on the land title under section 88B of the [Conveyancing Act 1919](#). Please refer to the 88B Instrument for the site which can be accessed from NSW Land Registry Services to confirm if any such restrictions apply at: <https://www.nswlrs.com.au/>
- Alternatively, please review the relevant determinations that apply to the site. If required, a copy of the determinations can be obtained via an informal application under the *Government Information (Public Access) Act 2009*.

22.3 SEPP Affordable rental housing - conditions of consent

The following outlines if there are any conditions of a development consent in relation to land that are of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009, and if so, the conditions:

- Council's records are currently incomplete in relation to this matter.

- Historically, if the site was to be used for the purposes of affordable rental housing, a restriction to that effect may have been placed on the land title under section 88B of the *Conveyancing Act 1919*. Please refer to the 88B Instrument for the site which can be accessed from NSW Land Registry Services to confirm if any such restrictions apply at: <https://www.nswlrs.com.au/>
- Alternatively, please review the relevant determinations that apply to the site. If required, a copy of the determinations can be obtained via an informal application under the *Government Information (Public Access) Act 2009*.

23. Matters under the Contaminated Land Management Act 1997, section 59(2)

23.1 Significant contamination

The following outlines if the land, or part of the land, to which this certificate relates, is significantly contaminated land at the date when the certificate was issued:

As at the date of this Planning Certificate, Council is not aware of the land being significantly contaminated land. The NSW Environment Protection Authority's website records if the land is significantly contaminated land. For more information visit <https://www.epa.nsw.gov.au/>

23.2 Management order

The following outlines if the land to which this certificate relates is subject to a management order at the date when the certificate was issued:

As at the date of this Planning Certificate, Council is not aware of a management order applying to the site. The NSW Environment Protection Authority (EPA) website records if the land is subject to a management order. For more information visit <https://www.epa.nsw.gov.au/>

23.3 Voluntary management proposal

The following outlines if the land is the subject of an approved voluntary management proposal at the date when the certificate was issued:

As at the date of this Planning Certificate, Council is not aware of an approved voluntary management proposal applying to the site. The NSW Environment Protection Authority (EPA) website records if the land is subject to a voluntary management proposal. For more information visit <https://www.epa.nsw.gov.au/>

23.4 Maintenance order

The following outlines if the land to which the certificate relates is subject to an ongoing maintenance order:

As at the date of this Planning Certificate, Council is not aware of an ongoing maintenance order applying to the site. The NSW Environment Protection Authority (EPA) website records if the land is subject to an ongoing maintenance order. For more information visit <https://www.epa.nsw.gov.au/>

23.5 Site audit statement

The following outlines if the land to which the certificate relates is the subject of a site audit statement, and if a copy of such a statement has been provided at any time to Council:

- Council's records are currently incomplete in relation to this matter.
- If Council holds a copy of a Site Audit Statement (SAS) applying to the land, it will be found in the documents lodged with a development application for the land. If required, a copy of SAS related development application documents can be obtained via an informal application under the *Government Information (Public Access) Act 2009*.

Attachment 1 – State Environmental Planning Policies

In addition to the principal environmental planning instrument identified in section 1.1 of this Certificate, the following State Environmental Planning Policies may also affect the development on the subject land.

State Environmental Planning Policy (Housing) 2021

The principles of this policy include to

- enable development of diverse housing types, including purpose-built rental housing
- encourage the development of housing that will meet the needs of housing that will meet the needs of low income, vulnerable and seniors and people with a disability
- ensure housing developments with reasonable level of amenity.

This policy is the consolidation of repealed policies including the Affordable Rental Housing SEPP (2009), Housing for Seniors SEPP (2004), SEPP No 21 Caravan Parks, SEPP 70 Affordable Housing.

Note: that General savings provisions apply for the repealed instruments in line with Schedule 7 Savings and transitional provisions of the policy.

State Environmental Planning Policy (Building Sustainability Index (BASIX) 2004

This policy aims to ensure consistency in the implementation of the BASIX scheme throughout NSW by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

On 29 August 2022, the Department of Planning and Environment announced changes to the BASIX standards as part of the new State Environmental Planning Policy (Sustainable Buildings) 2022, which will come into effect on 1 October 2023.

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

This policy is also known as the Codes SEPP and includes a number of codes that allow for certain types of development to be undertaken without the need for Council approval. They are known as either Exempt development or Complying development, which allows for approval under a fast-track system, if the relevant standards are met.

State Environmental Planning Policy No 65 - Design Quality of Apartments

This policy aims to improve the design quality of residential apartment development through the application of 9 design quality principles. The policy also provides requirements for a constituted design review panel to provide independent expert advice to Council on the merit of residential flat developments. A design review panel is not mandatory.

State Environmental Planning Policy (Biodiversity and Conservation) 2021

This policy contains:

- planning rules and controls for the clearing of native vegetation in NSW on land zoned for urban and environmental purposes that is not linked to a development application
- the land use planning and assessment framework for koala habitat
- provisions that establish a consistent and co-ordinated approach to environmental planning and assessment along the River Murray
- provisions seeking to protect and preserve bushland within public open space zones and reservations
- provisions which aim to prohibit canal estate development
- provisions to support the water quality objectives for the Sydney drinking water catchment
- provisions to protect the environment of the Hawkesbury-Nepean River system
- provisions to manage and improve environmental outcomes for Sydney Harbour and its tributaries
- provisions to manage and promote integrated catchment management policies along the Georges River and its tributaries
- provisions which seek to protect, conserve and manage the World Heritage listed Willandra Lakes property.

State Environmental Planning Policy (Industry and Employment) 2021

This policy contains planning provisions:

- applying to employment land in western Sydney.
- for advertising and signage in NSW.

State Environmental Planning Policy (Planning Systems) 2021

This policy:

- identifies State or regionally significant development, State significant Infrastructure, and critical State significant infrastructure
- provides for consideration of development delivery plans by local Aboriginal land councils in planning assessment
- allows the Planning Secretary to elect to be the concurrence authority for certain development that requires concurrence under nominated State environmental planning policies.

State Environmental Planning Policy (Primary Production) 2021

This policy contains planning provisions:

- to manage primary production and rural development including supporting sustainable agriculture
- for the protection of prime agricultural land of state and regional significance as well as regionally significant mining and extractive resources.

State Environmental Planning Policy (Precincts - Central River City) 2021

This policy contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area.

The precincts in this policy are within the Central River City. The Central River City is based the strategic planning vision of the 'three cities' regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

State Environmental Planning Policy (Precincts – Western Parkland City) 2021 This policy contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area.

The precincts in this policy are within the Western Parkland City.

The Western Parkland City is based the strategic planning vision of the 'three cities' regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

State Environmental Planning Policy (Resilience and Hazards) 2021

This policy contains planning provisions:

- for land use planning within the coastal zone, in a manner consistent with the objects of the *Coastal Management Act 2016*
- to manage hazardous and offensive development
- that provide a state-wide planning framework for the remediation of contaminated land and to minimise the risk of harm.

State Environmental Planning Policy (Resources and Energy) 2021

This policy contains planning provisions:

- for the assessment and development of mining, petroleum production and extractive material resource proposals in NSW
- that aim to facilitate the development of extractive resources in proximity to the population of the Sydney Metropolitan Area. It identifies land that contains extractive material of regional significance.

State Environmental Planning Policy (Transport and Infrastructure) 2021

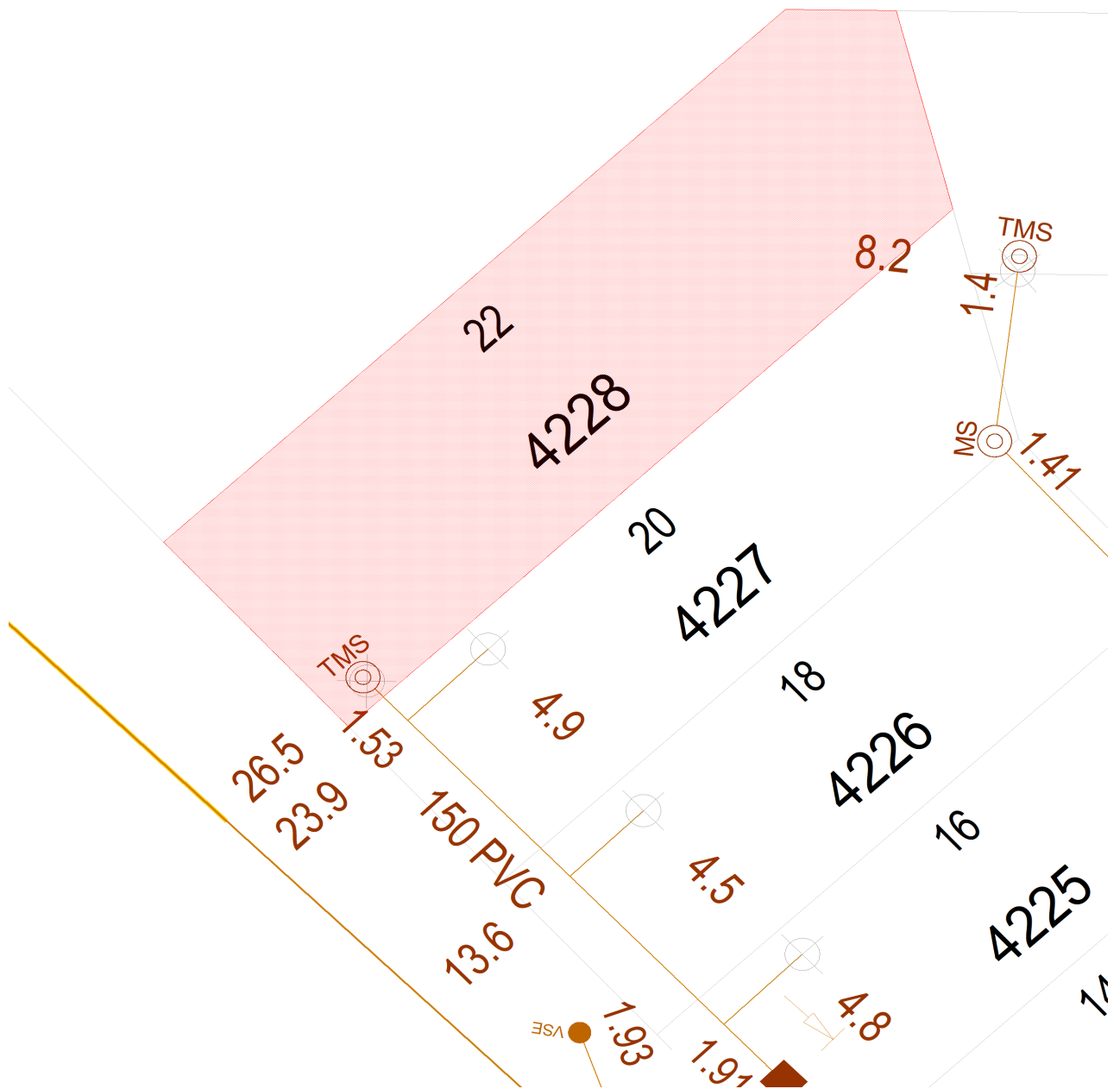
This policy contains:

- planning provisions for infrastructure in NSW, such as hospitals, roads, railways, emergency services, water supply and electricity delivery
- planning provisions for child-care centres, schools, TAFEs and universities
- planning controls and reserves land for the protection of 3 transport corridors (North South Rail Line, South West Rail Link extension and Western Sydney Freight Line)
- the land use planning and assessment framework for appropriate development at Port Kembla, Port Botany and Port of Newcastle.

End of certificate

Service Location Print

Application Number: 8004594108



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Disclaimer

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

Asset Information

Legend

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

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

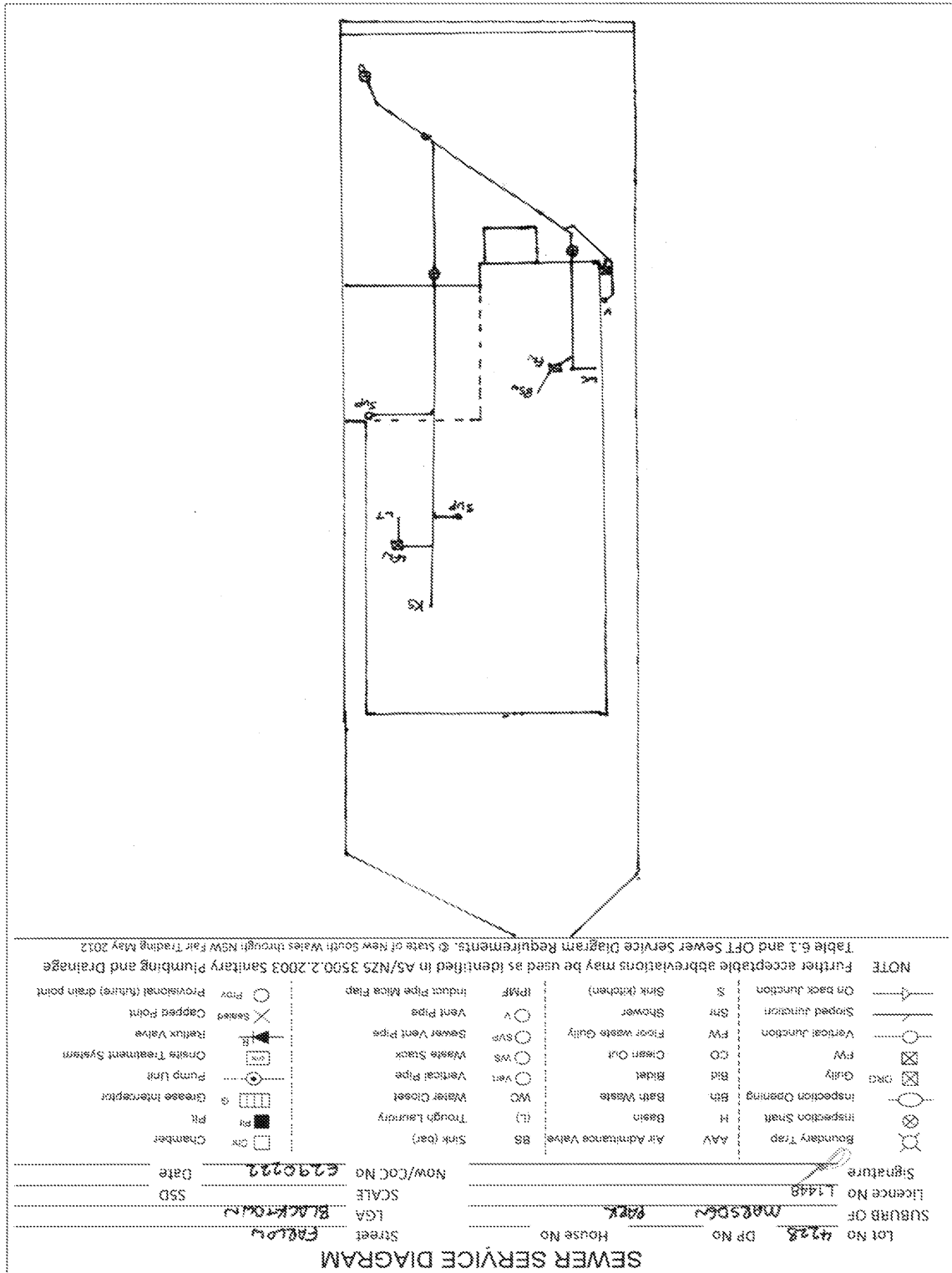
In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

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**.

Sewer Service Diagram

Application Number: 8004594069



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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**.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: //8//
Purchaser:
Property:
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.
 - (g) Has the vendor or the tenant of the premises taken any steps to seek any benefit or protection under any law enacted in response to the COVID-19 pandemic? If so, please provide details of the steps taken and of the progress or outcome of any negotiations or hearing.
 - (h) Has there been any application for land tax relief or residential tenancy support payment? If so, please provide details.
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. Searches, surveys, enquiries and inspection of any title deeds must prove satisfactory.
31. The purchaser reserves the right to make further requisitions prior to completion.
32. 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

33. 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.

