

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	NGU Real Estate 1/2 Douglas Street, Quakers Hill NSW 2763	Ph: (02) 8662 2763 Email: sam.yazdi@ngurealestate.com.au

co-agent vendor	Naurus Khaled Hashem Hamodee
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vendor's solicitor	Corestone Lawyers PO Box 3444, Central Bankstown Bankstown NSW 2200	Ph: 0404 557 597 Email: wa@corestone.com.au
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date for completion	Refer to special condition 60	day after the contract date (clause 15)
land (address, plan details and title reference)	5 Yantara Place, Woodcroft NSW 2767 Folio Identifier: 990/855256	

improvements	☐ VACANT POSSESSION ☐ subject to existing tenancies ☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☒ other: Duplex
attached copies	documents in the List of Documents as marked or numbered: other documents:

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

inclusions	☐ air conditioning ☐ clothes line ☐ fixed floor coverings ☐ range hood ☐ blinds ☐ curtains ☐ insect screens ☐ solar panels ☐ built-in wardrobes ☐ dishwasher ☐ light fittings ☐ stove ☐ ceiling fans ☐ EV charger ☐ pool equipment ☐ TV antenna ☐ other:
exclusions	
purchaser	
purchaser's solicitor	
price	\$
deposit	\$ (10% of the price, unless otherwise stated)
balance	\$
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."

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

Choices

Vendor 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 exception, 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 a **GSTRW payment** (GST residential withholding payment) ☐ NO ☐ yes (if yes, vendor must provide 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)
☐ 1 property certificate for the land	☐ 33 property certificate for strata common property
☐ 2 plan of the land	☐ 34 plan creating strata common property
☐ 3 unregistered plan of the land	☐ 35 strata by-laws
☐ 4 plan of land to be subdivided	☐ 36 strata development contract or statement
☐ 5 document to be lodged with a relevant plan	☐ 37 strata management statement
☐ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	☐ 38 strata renewal proposal
☐ 7 additional information included in that certificate under section 10.7(5)	☐ 39 strata renewal plan
☐ 8 sewerage infrastructure location diagram (service location diagram)	☐ 40 leasehold strata - lease of lot and common property
☐ 9 sewer lines location diagram (sewerage service diagram)	☐ 41 property certificate for neighbourhood property
☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	☐ 42 plan creating neighbourhood property
☐ 11 <i>planning agreement</i>	☐ 43 neighbourhood development contract
☐ 12 section 88G certificate (positive covenant)	☐ 44 neighbourhood management statement
☐ 13 survey report	☐ 45 property certificate for precinct property
☐ 14 building information certificate or building certificate given under <i>legislation</i>	☐ 46 plan creating precinct property
☐ 15 occupation certificate	☐ 47 precinct development contract
☐ 16 lease (with every relevant memorandum or variation)	☐ 48 precinct management statement
☐ 17 other document relevant to tenancies	☐ 49 property certificate for community property
☐ 18 licence benefiting the land	☐ 50 plan creating community property
☐ 19 old system document	☐ 51 community development contract
☐ 20 Crown purchase statement of account	☐ 52 community management statement
☐ 21 building management statement	☐ 53 document disclosing a change of by-laws
☐ 22 form of requisitions	☐ 54 document disclosing a change in a development or management contract or statement
☐ 23 <i>clearance certificate</i>	☐ 55 document disclosing a change in boundaries
☐ 24 land tax certificate	☐ 56 information certificate under Strata Schemes Management Act 2015
Home Building Act 1989	☐ 57 information certificate under Community Land Management Act 2021
☐ 25 insurance certificate	☐ 58 disclosure statement - off the plan contract
☐ 26 brochure or warning	☐ 59 other document relevant to off the plan contract
☐ 27 evidence of alternative indemnity cover	Other
Swimming Pools Act 1992	☐ 60
☐ 28 certificate of compliance	
☐ 29 evidence of registration	
☐ 30 relevant occupation certificate	
☐ 31 certificate of non-compliance	
☐ 32 detailed reasons of non-compliance	

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:

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 –

<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 <i>served</i> 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 – • 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</i> by a <i>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> ;

<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 – • 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 served 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.

5 Yantara Place, Woodcroft NSW 2767

SPECIAL CONDITIONS Amendment to Printed Form of Contract for Sale and Purchase of Land 2022:

33) Clauses 1-32 inclusive of this contract are amended as follows:-

- a) Clause 7.1.1 of this contract is amended by deleting the words '5% of the price' and inserting '\$1' in their place.
- b) Clause 8.1.1 Delete the words "on reasonable grounds".
- c) Clause 8.1.2 Delete the words "and those grounds".
- d) Clause 10.1 Insert the words "or delay completion" after the word "terminate" on the first line.
- e) Clause 10.1.1 Insert the words "state of repair or absence" before the words "of any fence".
- f) Clause 10.1.2 At the end of the clause insert the words "including mains or pipes of any water, sewerage or drainage authority".
- g) Clause 11.2 After the words "rescinded or terminated" insert "without default of the purchaser then".
- h) Clause 18 Add the following: "Clause 18.8 – The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property."
- i) Clause 23.13 Delete.
- j) Clause 23.14 Delete.
- k) Clause 23 Add the following: "Clause 23.18 – The Vendor authorises the Purchaser to apply for a certificate under section 184 *Strata Schemes Management Act 2015* or section 26 *Community and Management Act 1989* in relation to the lot, the schemes, or any other scheme at the Purchaser's expense. The Vendor will not provide the section 184 certificate or section 26 certificate."
- l) Clause 23.2.6 Insert the words "including insurance premiums paid by the vendor but properly payable by the Owners Corporation" after the words "normal operating expenses".
- m) Clause 24.3.3 Delete.
- n) Clause 31.2 Delete.

34) Condition of Property

The Purchaser acknowledges that they are purchasing the property:

- a. in its present condition and state of repair;
- b. subject to all defects latent and patent;
- c. subject to any infestations and dilapidation;
- d. subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

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

35) Death Liquidation etc

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 the other 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.

36) Estate 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.

37) No Representations

The purchaser acknowledges that in entering into this contract he has not relied upon any warranty, representation or inducement except those expressly set out herein, together with the statutory warranties implied by Section 52A of the Conveyancing Act, 1919, and the Conveyancing (Vendor Sale of Land) Regulation 2005, and that this contract is not interdependent with or collateral to any other contract.

38) 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 fourteen (14) days from the date of service of the Notice, which 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. If the purchaser fails to complete this contract and a notice to complete is served by the vendor's solicitor then the purchaser shall be liable for the vendor's legal costs for the preparation and service of the notice to complete in the agreed sum of \$385.00 inclusive of GST, payable on or before completion and being an essential term of this contract. The vendor shall not be required to complete unless payment is made on or before completion.

39) Liquidated damages

Without prejudice to the vendor's rights under this contract, should the purchaser not complete on the date for completion specified herein by reason of the purchaser's default, then in addition to the balance of purchase moneys and all other moneys payable by the purchaser to the vendor hereunder, the purchaser shall also pay to the vendor as liquidated damages upon completion, interest on the balance of the price at the rate of 10 per cent per annum on daily rests from the completion date, (or, if the vendor is not ready to complete on that date, from such later date on which the vendor is ready willing and able to complete) and up to the date completion actually takes place, such damages are to be paid by the purchaser to the vendor upon completion. Such damages shall form part of the balance of purchase moneys and be paid on completion as an essential term of this contract.

40) Late Completion

It is an essential term of this contract that, if completion does not take place by 4.00pm on the completion date then despite any other provision of this contract, the date on which the calculation of adjustments for rates, taxes and outgoings (but not rents or other income) between the parties is to be based is the earlier of the completion date or the date on which completion actually takes place.

41) Discharge of Encumbrances

The purchaser acknowledges that if there is now, or prior to completion, there shall be lodged or registered any mortgage, encumbrance, lease or caveat to which the purchaser's assurance is not hereby made subject then the purchaser shall not be entitled to require a discharge, reconveyance, surrender or withdrawal (as the case may be) of the same to be executed or registered prior to completion but will on completion accept a duly executed and attested discharge, reconveyance, surrender or withdrawal (as the case may be) with the appropriate registration fee. A notice by the vendor to the purchaser to complete the contract shall not be invalidated by reason only of the existence at the time of the notice of such a mortgage, encumbrance, lease or caveat whether or not at the time a discharge, reconveyance, surrender or withdrawal of the same shall have been duly executed by the person entitled so to do and attested.

42) Foreign Acquisitions and Takeovers Act, 1976

- a) The purchaser warrants:
 - i) That if the purchaser is a natural person each of them are ordinarily resident in Australia;
 - ii) And whether the purchaser is a natural person or a Corporation:
 - iii) That the Foreign Acquisitions and Takeovers Act, 1975 does not apply to the purchaser or any of them or to this purchase, as that legislation currently applied or might apply, in accordance with the announcement of the Treasurer on 29th September, 1987.
- b) In the event that the Foreign Acquisitions and Takeovers Act, 1975 applies to the purchaser or any of them and to this transaction, in breach of the warranty contained in this clause, the purchaser agrees to indemnify and to compensate the vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the vendor as a consequence thereof. This warranty and indemnity shall not merge on completion.

43) Swimming Pools

- a) If a swimming pool forms part of the property the vendor does not warrant that the swimming pool complies with the requirements imposed by the Swimming Pools Act, 1992 (in this clause the "Act") and the Regulations prescribed under the Act.
- b) The purchaser cannot make a claim, objection or requisition, or rescind or terminate in respect of the swimming pool and its compliance (or non-compliance) with the Act and the Regulations prescribed under the Act.

44) Finance

- a) The purchaser expressly warrants to the vendor that it either holds a current loan approval in an amount and upon terms which it considers to be reasonable and fully satisfactory and sufficient to enable completion of this contract within the time stipulated and upon terms and conditions set out herein or does not require finance to complete this contract.
- b) The purchaser acknowledges that the vendor relies upon this warranty in entering into this contract and that the vendor may enter into future contractual obligations on or after the date of this contract in reliance upon this warranty.
- c) The purchaser further acknowledges that it shall remain liable to the vendor for all damages arising from breach of this warranty notwithstanding any rights which the purchaser may have pursuant to the provisions of the Uniform Credit Code.

45) GST

- a) ~~The parties agree that the sale is of a going concern.~~ The purchaser warrants that the *property* will be used for its existing purpose following completion. The purchaser will indemnify the vendor against any liability to pay GST arising from breach of this warranty. In the event that the Australian Tax Office levies GST on the sale, the Vendor will issue a Tax Invoice to the Purchaser for an amount equal to the GST levied, and the Purchaser will pay the Vendor within 7 days of receipt. Payment after 7 days will accrue interest at 10% per annum. The amount of GST so Invoiced and any accrued interest will be a debt recoverable as such by the Vendor. The parties agree that such debt constitutes a caveatable interest, having a nexus with the land subject of this Contract, and accordingly the purchaser consents to the Vendor lodging a Caveat to protect his interest for any monies unpaid under this Contract. This right continues after completion.
- b) "GST" means the same as in the A New Tax System (Goods and Services Tax) Act 1999 (as may be amended from time to time); and
 - i) any amounts imposed as additional tax, penalty tax, fine, interest or other charge payable in respect of GST as defined in paragraph 43.1.1.
 - ii) if the purchaser ceases to use the property as residential premises predominantly or solely for residential accommodation and GST becomes payable in respect to the sale to the purchaser as a result of such change of use, the purchaser must pay to the vendor on demand the amount of that GST.
- c) The provisions of this Clause shall not merge on completion.
- d) If there is any conflict between the provisions of these further conditions and those contained in the printed conditions of this contract, these further conditions prevail.

46) Interpretation

- a) Headings are inserted for convenience of reference only and must be ignored in the interpretation of this contract.
- b) These further conditions must be read subject to any rights granted to the purchaser under any statute or subordinate legislation to the extent that those rights cannot be excluded.
- c) Each clause and sub-clause of these conditions of this contract are severable from each other clause and sub-clause and if for any reason any clause or sub-clause is invalid or unenforceable that cannot prejudice or in any way affect the validity or enforceability of any other clause or sub-clause.

- d) If there is any conflict between the provisions of these further conditions and those
- e) contained in the printed conditions of this contract, these further conditions prevail.
- f) The words "includes or including" in any form are not to be taken as a limitation. This contract represents the entire agreement between the vendor and the purchaser.
- g) A party that is a trustee is bound both personally and in its capacity as a trustee.

47) Deposit

No liability is to be borne by any party to this contract or their solicitor in respect of either the loss of the deposit or the lack of interest earned on the deposit whether as a result of it having been or having not been invested in accordance with clause 2.9.

48) Non-Merger

Rights under this contract which can apply after completion continue to apply after completion.

49) Amendments to Contract for Sale

- a) Each party hereto authorises his or her Solicitor named on the front page of this Contract or any employee of that Solicitor:
 - i) up until and after the date of this Contract (notwithstanding that the party has executed the Contract), to make alterations/amendments to this Contract including, without limitation, the terms and conditions of this Contract and the adding of any annexure to this Contract; and
 - ii) to negotiate and enter into binding variations to the terms and conditions of this Contract by way of exchange of letters;
- b) and any such alterations/amendments/variations shall be binding upon any party deemed hereby to have authorised the same and any annexure so added shall form part of this Contract as if the same was annexed prior to the Contract being executed, without the necessity of a party to make any further enquiry about the nature or accuracy of the other party's solicitors instructions or their accuracy.

50) Deposit

50.1 Notwithstanding the provisions of any other condition herein, the deposit payable hereunder is ten per centum (10%) of the purchase price. In the event that the parties agree on payment of the deposit by instalments, the 10% deposit shall be paid as follows:

- (a) Five (5) per centum on the date hereof: and
- (b) Five (5%) per centum on the earlier of completion or 3 business days after this contract calls for completion

50.2 The parties agree that this is an essential condition of this contract.

50.3 If the deposit is to be invested it shall be invested in accordance with the following:

- (c) the parties authorise the Stakeholder to invest the deposit in an interest-bearing term deposit or other interest-bearing account and the interest earned thereupon shall be:
 - (i) payable to the Vendor on completion; or
 - (ii) payable to the Vendor if the Vendor is entitled to terminate this contract; or

- (iii) to the Purchaser, if the Purchaser is entitled to terminate this contract.
 - (d) the Purchaser will provide the stakeholder with his/her/their tax file numbers. Investment of the deposit will be at the discretion of the stakeholder should the Purchaser fail to comply with the provision hereof.
- 50.4 In the event that a deposit less than 10% is paid any interest earned on the deposit if invested shall be for the vendor alone.

51) Smoke alarms

This clause has been deleted.

52) Guarantee and Indemnity

- 52.1 If the Purchaser is a company which is not listed on the main board of an Australian Stock Exchange, it is an essential provision of this Contract that the Purchaser must deliver to the Vendor on the date of this Contract the guarantee and indemnity attached, properly completed where necessary with all relevant details and property executed by the directors (and any parent company) of the Purchaser as guarantors.

53) Release of deposit

The Vendor and the Purchaser agree that part or all of the deposit may be released for the benefit of the Vendor at the date hereof upon the following terms and conditions:

- 53.1 The portion of the deposit released may be used by the Vendor towards payment of a deposit or the balance of the purchase price on the Vendor's purchase of another property or for stamp duty on the Vendor's purchase or to assist the vendor with settlement under this contract;
- 53.2 No further authority or consent will be required from the Purchaser for said release. The Vendor's agent shall release the deposit to the Vendor upon request being made by the Vendor and (if so required by the Vendor's agent) the Purchaser shall provide any confirmation required by the Vendor's agent for such request immediately upon receipt of said request.
- 53.3 If this contract is rescinded or terminated as a result of a breach by the Vendor the deposit will be refunded to the purchaser.

54) Non-reliance on warranties/representations

- 54.1 The Purchaser acknowledges that the Purchaser in entering into this contract:

- (a) does not rely on any warranty or representation, made by the Vendor or any person on behalf of the Vendor except those that are expressly provided in this contract; and
 - (b) has relied entirely on the Purchaser's enquires relating to and in the Purchaser's inspection of the property.
- 54.2 Without limiting the generality of this clause, the Purchaser acknowledges that neither the Vendor nor anyone on behalf of the Vendor has made any representation or warranty on which the Purchaser relies as to:
- (a) the state of repair of any improvements on the property,
 - (b) the rights and privileges dating to the property;
 - (c) the fitness or suitability for any particular purpose or otherwise of the property or any part of it; or
 - (d) of any financial return or income to be derived from the property
- 54.3 The purchaser is not entitled to:
- (a) make any objection, requisition or claim for compensation; or
 - (b) rescind, terminate or delay completion of the contract because of any of the matters referred to in this clause.

55) Sewerage Service Diagram

Annexed to the contract is a copy of the sewerage service diagram in respect of the subject property or a letter from the authority that such diagram does not exist. The Vendor discloses and the purchaser acknowledges being aware of the said diagram and the Purchaser will not make any objection, requisition or claim for compensation in respect of any accuracy or completeness of the said diagram or letter.

56) Conditions if sale is to be by Auction

Bidders record means the bidders record to be kept pursuant to clause 13 of the Property, Stock and Business Agents Regulation 2014 and section 68 of the Property, Stock and Business Agents Act 2002:

- 56.1 The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
- (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;
 - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
 - (c) The highest bidder is the purchaser, subject to any reserve price;

- (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
- (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
- (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
- (g) A bid cannot be made or accepted after the fall of the hammer;
- (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

56.2 The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

- (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
- (b) Subject to subclause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
- (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announces 'vendor bid'.

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

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

57) Requisitions on title

Subject to any prescribed items implied by law and notwithstanding any other provision in this Contract, the purchaser accepts the vendor's title to the property and waives all requisitions and objections on title. This clause shall not merge on completion.

58) Section 184/Section 26 certificate

58.1 The Purchaser shall be responsible for applying to the holder of the Strata or Community Title records for the section 184 certificate under the Strata Schemes Management Act 1996 or for the section 26 certificate under the Community Land Management Act 1989. The

purchaser shall not be entitled to delay completion or make any requisition or objection arising from the Purchaser's failure to apply for the said certificate.

- 58.2 The Vendor hereby authorises the Purchaser to apply for the section 184 certificate under the Strata Schemes Management Act 1996 or for the section 26 certificate under the Community Land Management Act 1989 in relation to the subject lot/property and the Purchaser undertakes to provide a copy of the said certificate to the Vendor at least 7 days prior to completion.

59) Christmas and New Year break

In the event the completion date falls within the period commencing 18 December of the relevant year and ending 18 January of the following year, the completion will take place in two business days after 18 January of the following year. This clause will not merge on completion.

60) Settlement

Settlement is scheduled for 3 months from the date of exchange of this contract. However, the vendor is at liberty to nominate an earlier settlement date on providing two week's written notice to the purchaser, on condition that date is no sooner than 42 days from the date of exchange of this contract.

GUARANTEE & INDEMNITY

Dated _____ day of _____ 2025

BETWEEN

_____ [name] of _____ [address]

AND

_____ [name] of _____ [address]

(collectively the **Guarantor**)

_____ [name] of _____ [address]

(**Vendor**)

RECITALS

- A.** Whereas the Guarantor is a director of the Purchaser.
- B.** And whereas in consideration of the Vendor entering into the Contract with the Purchaser at the request of the Guarantor the Guarantor has agreed to guarantee the observance and due performance by the Purchaser of its obligations under the Contract.

OPERATIVE PART**1. Definitions & Interpretation****DEFINITIONS**

Contract means the contract for sale of land between the Vendor (as Vendor) and the Purchaser (as Purchaser) for the sale of the Property.

Property means the land, improvements and any other assets states in the Contract.

Purchaser means _____ Pty Ltd ACN _____

INTERPRETATION

This agreement is governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that state.

In the interpretation of this agreement:

- (a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
- (b) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or agreements also mean those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders;
- (c) Grammatical forms of defined words or phrases have corresponding meanings;

- (d) Parties must perform their obligations on the dates and times fixed by reference to the capital city of New South Wales;
- (e) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- (f) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;
- (g) References to a party are intended to bind their executors, administrators and permitted transferees; and
- (h) Obligations under this agreement affecting more than one party bind them jointly and each of them severally.

2. Guarantee

- (a) In consideration of the Vendor entering into the Contract, the Guarantor guarantees to the Vendor the performance by the Purchaser of all of its obligations under the Contract, and indemnifies the Vendor from and against all and any costs, claims, damages and expenses whatsoever, and howsoever, arising out of the breach or non-performance by the Purchaser of the terms of the Contract.
- (b) This guarantee and indemnity is a continuing guarantee and indemnity and will not be considered as wholly or partly satisfied or discharged by the payment or liquidation at any time after the date of this Deed of any money due to the Vendor under the Contract or any settlement of account or any other matter or thing and will extend to cover all money at any time due to the Vendor notwithstanding any special payment, liquidation or settlement of account or other matter or thing.
- (c) This guarantee and indemnity shall not be affected by the Vendor giving time, or any other concession, indulgence or compromise to the Purchaser for the performance of its obligations.
- (d) This guarantee and indemnity may be enforced against the Guarantor without the Vendor first taking action against the Purchaser, or pursuing any other available recourse, and may be enforced despite any neglect or omission to enforce any rights against the Purchaser, or if any of the agreements between the Purchaser and the Vendor are wholly, or partially unenforceable, or if the Purchaser goes into liquidation.
- (e) The liability of the Guarantor under this Deed will not be prejudiced, discharged or in any way affected by the termination of the Contract for non-payment of any money under the Contract. The Guarantor guarantees the payment to the Vendor of all money which may be payable by the Purchaser whether damages or otherwise following upon termination of the Contract.

3. Notices

A communication required by this deed, by a party to another, must be in writing and may be given to them by being:

- (a) Delivered personally; or
- (b) Posted to their address specified in this deed, or as later notified by them, in which case it will be treated as having been received on the second business day after posting; or
- (c) Faxed to the facsimile number of the party with acknowledgment of receipt received electronically by the sender, when it will be treated as received on the day of sending; or
- (d) Sent by email to their email address, when it will be treated as received when it enters the recipient's information system.

4. Vendor may vary Contract

The Vendor and the Purchaser may amend or vary the Contract or agree to any amendment, variation or replacement of any other agreements or arrangements now or in the future in force between the Vendor and the Purchaser and without notice to or consent by the Guarantor being necessary. The Liability of the Guarantor under this Deed will not be prejudiced or in any way affected by any of the matters referred to in this clause and will extend to cover the Contract, any variations and any other agreements and arrangements in force between the Vendor and the Purchaser.

5. Stamp duty

The Guarantor will on demand by the Vendor pay any stamp duty on or in connection with this Deed.

Executed as a Deed

Signed, sealed and delivered by the Guarantor in the presence of:

.....
Signature of witness

.....
Signature of guarantor

.....
Name and address of witness

.....
Name of guarantor

.....
Signature of witness

.....
Signature of guarantor

.....
Name and address of witness

.....
Name of guarantor



FOLIO: 990/855256

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
1/10/2025	1:38 PM	10	24/5/2021

LAND

LOT 990 IN DEPOSITED PLAN 855256
AT DOONSIDE
LOCAL GOVERNMENT AREA BLACKTOWN
PARISH OF PROSPECT COUNTY OF CUMBERLAND
TITLE DIAGRAM DP855256

FIRST SCHEDULE

NAURUS KHALED HASHEM HAMODEE (T AR77895)

SECOND SCHEDULE (23 NOTIFICATIONS)

1	Z28198	COVENANT
2	DP825786	RESTRICTION(S) ON THE USE OF LAND
3	DP835799	RESTRICTION(S) ON THE USE OF LAND
4	DP836143	RESTRICTION(S) ON THE USE OF LAND
5	DP846581	RESTRICTION(S) ON THE USE OF LAND
6	DP855256	EASEMENT TO DRAIN WATER 1 WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
7	DP855256	EASEMENT TO DRAIN WATER 1 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
8	DP855256	EASEMENT TO DRAIN WATER 1 WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
9	DP855256	RIGHT OF CARRIAGEWAY VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
10	DP855256	RIGHT OF CARRIAGEWAY VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
11	DP855256	EASEMENT FOR SERVICES AND EASEMENT TO DRAIN WATER VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
12	DP855256	EASEMENT FOR SERVICES AND EASEMENT TO DRAIN WATER VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
13	DP855256	EASEMENT FOR OVERHANG AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
14	DP855256	EASEMENT FOR OVERHANG APPURTENANT TO THE LAND ABOVE DESCRIBED
15	DP855256	EASEMENT FOR GARBAGE COLLECTION PURPOSES APPURTENANT TO THE LAND ABOVE DESCRIBED
16	DP855256	RESTRICTION(S) ON THE USE OF LAND
17	DP855256	POSITIVE COVENANT
18	DP855256	EASEMENT FOR ROOF & GUTTER DRAINAGE VARIABLE WIDTH

END OF PAGE 1 - CONTINUED OVER

FOLIO: 990/855256

PAGE 2

SECOND SCHEDULE (23 NOTIFICATIONS) (CONTINUED)

AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
19 DP855256 EASEMENT FOR ROOF & GUTTER DRAINAGE VARIABLE WIDTH
APPURTENANT TO THE LAND ABOVE DESCRIBED
20 DP855256 EASEMENT FOR VISITOR PARKING APPURTENANT TO THE LAND
ABOVE DESCRIBED
21 DP855256 EASEMENT FOR LETTERBOXES AFFECTING THE PART(S) SHOWN
SO BURDENED IN THE TITLE DIAGRAM
22 0812736 CROSS EASEMENTS (S181 B CONVEYANCING ACT, 1919)
AFFECTING THE PARTY WALL(S) SHOWN ON THE COMMON
BOUNDARY OF LOTS 989 & 990 ON DP855256
23 AR77896 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

25-3358...

PRINTED ON 1/10/2025

* 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.

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

US 2

Crown Lands Office Approval

PLAN APPROVED:
Land District:
Paper No.:
Field Book: page:

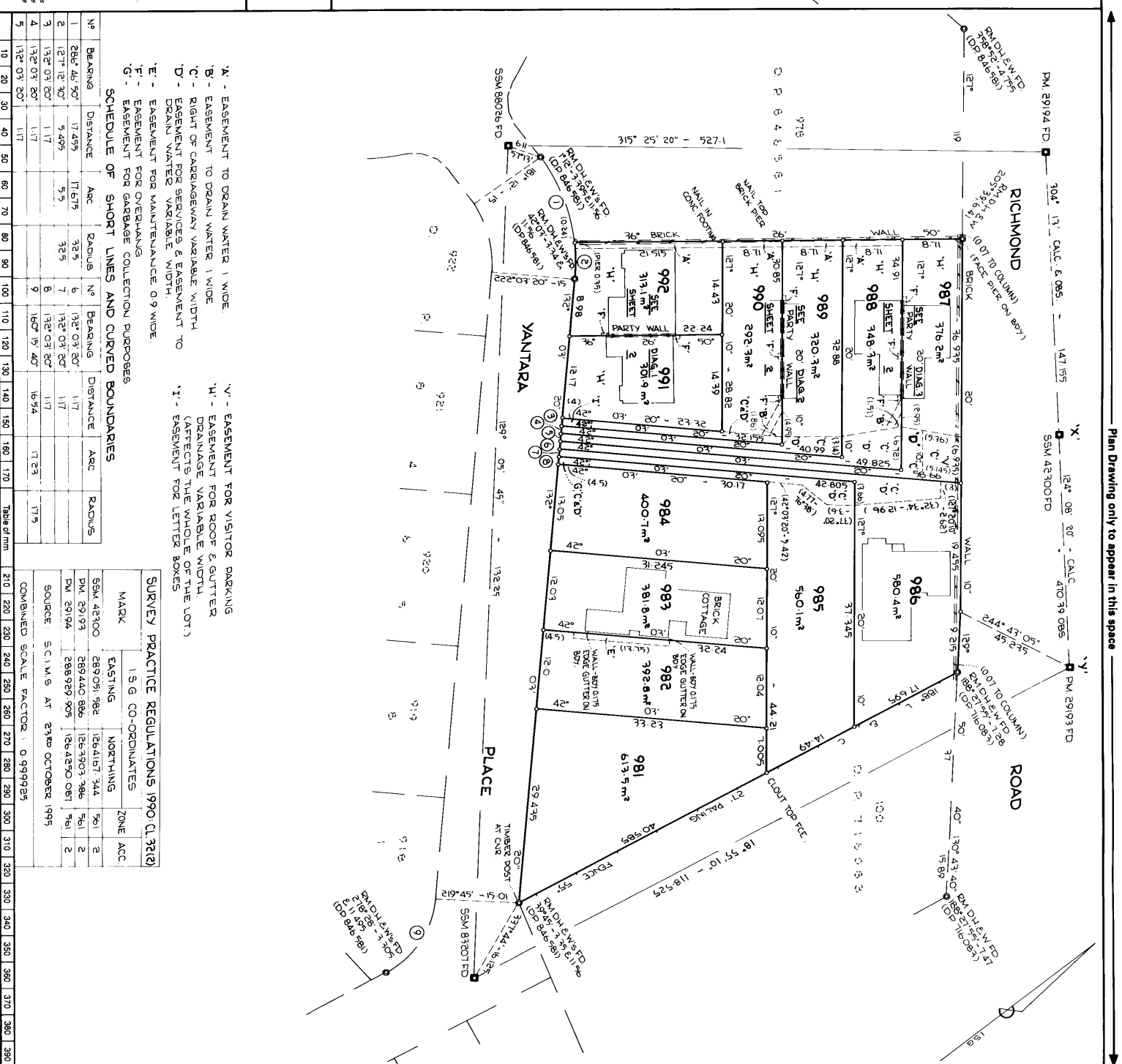
Council's Certificate

I hereby certify that:-
(a) the requirements of the Local Government Act, 1919 (other than the requirements of Part 3 Division 2 of the Water Board Act (Cooperation) Act 1991) of the relevant Water Board
(b) the requirements of Part 3 Division 2 of the Water Board Act (Cooperation) Act 1991 of the relevant Water Board
have been complied with by the applicant in relation to the proposed Subdivision of the land shown on the plan.

Subdivision No.: **9281**
Date: **24-11-1995**
Council File No.: **CA96-391**

*The part of the certificate to be dated where the application is only for a consolidated lot or the opening of a new road or where the land is to be subdivided into lots of less than 1000 sqm.
I declare it inapplicable **CA96-391-511/1995**

SUPERVISOR'S REFERENCE: 6656



DP 855256

Registered: 25-12-1995

CA No 9282 OF 24-11-1995

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U8260-61

Last Plan: DP 846581

PLAN OF SUBDIVISION OF LOT 979 DP 846581

Lengths are in metres. Reduction Ratio 1:400

LOA BLACKTOWN

Locality: WOODCROFT

Parish: PROSPECT

County: CUMBERLAND

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

1. CHRISTOPHER JOHN MONTGOMERY, ASHER MONTGOMERY PTY LTD, 105/106 DUNDAS STREET, SYDNEY, NSW 2000

A survey registered under the Surveyors Act 1932 (NSW) and the Surveyors Regulation 1980 and was completed on 23 OCTOBER 1995

(Signature) [Signature] Surveyor registered under the Surveyors Act 1932

Datum Line Of Airphoto "X" - "Y"

Plans used in preparation of survey/development: DP 116083

DP 846581

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

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED, IT IS INTENDED TO CREATE:

1. EASEMENT TO DRAIN WATER

2. EASEMENT TO DRAIN WATER

3. RIGHT OF CARRIAGEWAY

4. EASEMENT FOR SERVICES E.

EASEMENT TO DRAIN WATER.

VARIABLE WIDTH

EASEMENT FOR MAINTENANCE

EASEMENT FOR OVERHANG

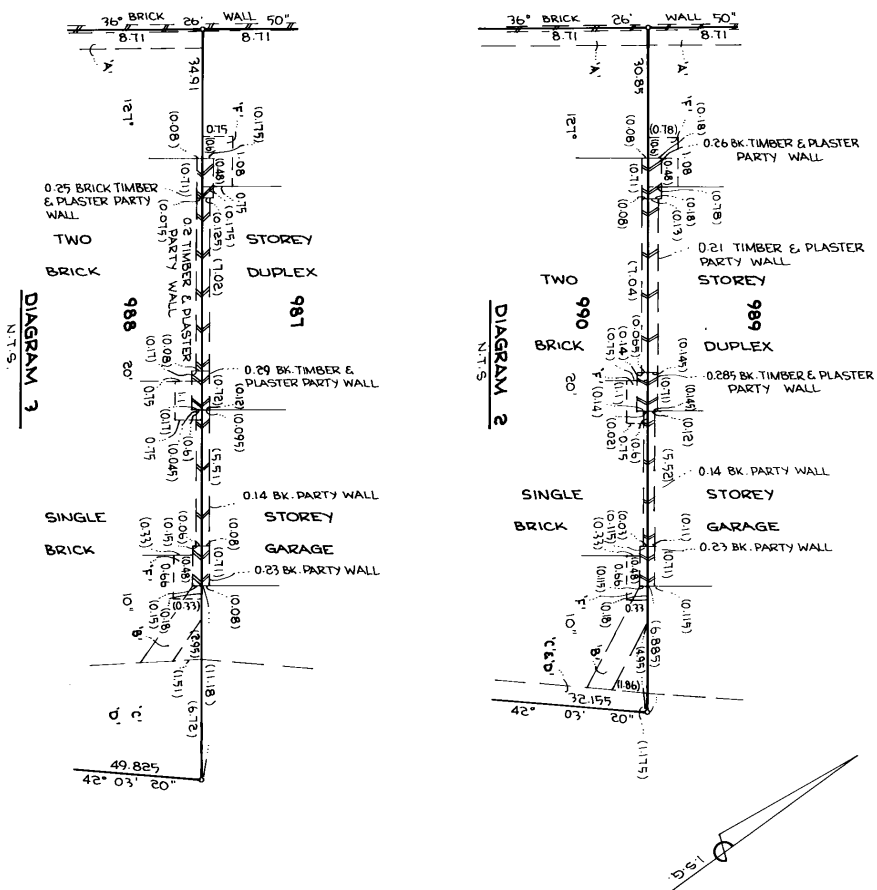
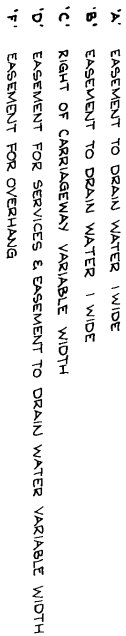
EASEMENT FOR GARAGE COLLECTION PURPOSES.

RESTRICTION ON THE USE OF LAND

EASEMENT FOR ROOF & GUTTER DRAINAGE VARIABLE WIDTH

EASEMENT FOR VISITOR PARKING.

EASEMENT FOR LETTER BOXES



Reduction Ratio 1: NOT TO SCALE

SURVEYOR'S REFERENCE: 66516

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

(Lengths are in metres)

Sheet 1 of 7

Plan:

DP 855256

PART 1

Subdivision of Lot 979 DP846581

covered by Council Clerk's

Certificate Number 4282 of 24/11/95

Full name and address of
the proprietor of the land:

Level 2, 242 Beecroft Road
EPPING NSW 2121

-
1. Identity of easement firstly referred to in abovementioned plan. Easement to drain water 1 wide

SCHEDULE OF LOTS OR AUTHORITY AFFECTED

Lots Burdened

988
989
990
992

Lots or Authority Benefited

987
987,988
987,988,989
987,988,989,990

-
2. Identity of easement secondly referred to in abovementioned plan. Easement to drain water 1 wide

SCHEDULE OF LOTS OR AUTHORITY AFFECTED

Lots Burdened

988
990

Lots or Authority Benefited

987
989

-
3. Identity of right of carriageway thirdly referred to in abovementioned plan. Right of carriageway variable width

SCHEDULE OF LOTS OR AUTHORITY AFFECTED

Lots Burdened

985
986
987
988
989
990

Lots or Authority Benefited

986,987,988,989,990
985,987,988,989,990
985,986,988,989,990
985,986,987,989,990
985,986,987,988,990
985,986,987,988,989

-
4. Identity of easement fourthly referred to in abovementioned plan. Easement for services and Easement to drain water variable width

SCHEDULE OF LOTS OR AUTHORITY AFFECTED

Lots Burdened

985
986
987
988
989
990

Lots or Authority Benefited

986,987,988,989,990
985,987,988,989,990
985,986,988,989,990
985,986,987,989,990
985,986,987,988,990
985,986,987,988,989



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

(Lengths are in metres)

Sheet 2 of 7

PART 1 (Continued)

Plan:

DP 855256

Subdivision of Lot 979 DP846581

covered by Council Clerk's

Certificate Number 9282 of 24-11-1995

Full name and address of
the proprietor of the land:

Level 2, 242 Beecroft Road
EPPING NSW 2121

-
5. Identity of easement
fifthly referred to in
abovementioned plan
- Easement for maintenance 0.9 wide

SCHEDULE OF LOTS OR AUTHORITY AFFECTED

Lots Burdened

982

Lots or Authority Benefited

983

-
6. Identity of easement
sixthly referred to in
abovementioned plan
- Easement for overhang

SCHEDULE OF LOTS OR AUTHORITY AFFECTED

Lots Burdened

987

988

989

990

991

992

Lots or Authority Benefited

988

987

990

989

992

991

-
7. Identity of easement
seventhly referred to in
abovementioned plan
- Easement for garbage collection purposes

SCHEDULE OF LOTS OR AUTHORITY AFFECTED

Lots Burdened

985

Lots or Authority Benefited

986,987,988,989,990

-
8. Identity of restriction
eighthly referred to in
abovementioned plan
- Restriction on the use of land

SCHEDULE OF LOTS OR AUTHORITY AFFECTED

Lots Burdened

Each lot

Lots or Authority Benefited

Every other lot

-
9. Identity of restriction
ninthly referred to in
abovementioned plan
- Restriction on the use of land

SCHEDULE OF LOTS OR AUTHORITY AFFECTED

Lots Burdened

Each lot

Lots or Authority Benefited

Every other lot

-
10. Identity of restriction
tenthly referred to in
abovementioned plan
- Positive Covenant

SCHEDULE OF LOTS OR AUTHORITY AFFECTED

Lots Burdened

985,986,987,988,989,990

Lots or Authority Benefited

The Council of the City of Blacktown



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

(Lengths are in metres)

Sheet 3 of 7

PART 1 (Continued)

Plan:

DP 855256

Subdivision of Lot 979 DP846581

covered by Council Clerk's

Certificate Number 9282 of 24-11-95

Full name and address of
the proprietor of the land:

Level 2, 242 Beecroft Road
EPPING NSW 2121

11. Identity of easement
eleventhly referred to in
abovementioned plan

Easement for roof & gutter drainage variable width

SCHEDULE OF LOTS OR AUTHORITY AFFECTED

Lots Burdened

987
988
989
990
991
992

Lots or Authority Benefited

988
987
990
989
992
991

12. Identity of easement
twelfthly referred to in
abovementioned plan

Easement for Visitor Parking

SCHEDULE OF LOTS OR AUTHORITY AFFECTED

Lots Burdened

987

Lots or Authority Benefited

985,986,988,989,990

13. Identity of easement
thirteenthly referred to in
abovementioned plan

Easement for letterboxes

SCHEDULE OF LOTS OR AUTHORITY AFFECTED

Lots Burdened

990

Lots or Authority Benefited

985,986,987,988,989,

PART 2

4. TERMS OF EASEMENTS FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

An easement for services with full and free right leave liberty and licence for the Registered Proprietor of the land having the benefit of this easement and its successors to erect construct place repair renew maintain use and remove underground pipes wires conduits cables telephone cable gas pipes underground electricity distribution mains wires cables and ancillary works for the provision of services to the land benefited by this easement and for the purposes incidental thereto under and along the said easement and for the purpose of the erection construction and placement of the said pipes conduits mains wires cables and ancillary works to enter into and upon the said easement or any part thereof at all reasonable times with surveyors workmen vehicles materials machinery or implements or with any other necessary things or persons and to place and leave thereon or remove therefrom all necessary materials machinery implements and things and the Registered Proprietor for the time being of the land hereby burdened shall not erect or permit to be erected any building or other erection of any kind or description or over or under the said easement or alter the surface level thereof or carry out any form of construction affecting the surface undersurface or sub-soil thereof without permission in writing being first had and obtained together with an easement to drain water.



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

(Lengths are in metres)

Sheet 4 of 7

PART 2 (Continued)

Plan:

DP 855256

Subdivision of Lot 979 DP846581

covered by Council Clerk's

Certificate Number 7282 of 24-11-95

Full name and address of
the proprietor of the land:

Level 2, 242 Beecroft Road
EPPING NSW 2121

5. TERMS OF EASEMENT FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

An easement for the maintenance of wall, foundations and roof overhang erected on the benefiting lot together with full and free right and liberty from time to time and at all reasonable times to inspect the condition of and to cleanse maintain mend replace and/or repair any part of parts of the said wall, foundations and overhang for such purposes or any of them at all reasonable times with surveyors, workmen, materials, machinery and implements and other persons and things to enter into and upon the land hereby burdened and to bring and place and leave thereon and/or to remove therefrom all necessary materials, machinery, implements and things and to do all such acts and things as may be deemed by the dominant tenement to be necessary for such purposes or any of them and to erect scaffolding structures and other materials to preserve and waterproof any part of the said wall, foundations and overhang which may at any time be damaged or destroyed PROVIDED THAT the dominant tenement and the person authorised by the dominant tenement will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its former state and condition within a reasonable time after carrying out any of the aforesaid acts and things.

6. TERMS OF EASEMENT SIXTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

An easement to allow the continued existence of encroaching roof structure in respect thereof together with full and free right and liberty from time to time and at all reasonable times to inspect the condition of and to cleanse maintain, mend, replace, and/or repair any part of parts of the said encroaching roof structure and foundations as shown in the abovementioned plan for such purposes or any of them at all reasonable times with surveyors, workmen, materials, machinery and implements and other persons and things to enter into and upon the land hereby burdened and to bring and place and leave thereon and/or to remove therefrom all necessary materials, machinery, implements and things and to do all such acts and things as may be deemed by the dominant tenement to be necessary for such purposes or any of them and to erect scaffolding structures and other materials to preserve and waterproof any part of the said encroaching roof structure and foundations which may at any time be damaged or destroyed PROVIDED THAT the dominant tenement and the person authorised by the dominant tenement will take all reasonable precautions to ensure as little disturbance as possible to the party wall and will restore that surface as nearly as practicable to its former state and condition within a reasonable time after carrying out any of the aforesaid acts and things. And the registered proprietor for the time being of the land hereby burdened shall not do, permit, or suffer any act, matter, deed or thing whereby the said encroaching roof structure and foundations shall or shall be likely to become injured or damaged or whereby the dominant tenement shall be prevented from or hampered in constructing, maintaining, mending or repairing the said encroaching roof structure and foundations or any part or parts thereof AND THAT if the servient tenement shall do permit or suffer anything which shall interfere with the encroaching roof structure and foundations in any way, the servient tenement will forthwith at the expense of the servient tenement properly and substantially repair and make good all such injury or damage and do all things necessary or expedient for the purposes aforesaid or any of them AND THAT in default of the servient tenement doing so, the dominant tenement shall be at liberty to remedy such default and to do and execute all such things as shall be necessary in that behalf and may recover from the registered proprietor for the time being of the land so burdened, the costs thereof.



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

(Lengths are in metres)

Sheet 5 of 7

PART 2 (Continued)

Plan:

DP 855256

Subdivision of Lot 979 DP846581

covered by Council Clerk's

Certificate Number 7282 of 24-11-95

Full name and address of
the proprietor of the land:

Level 2, 242 Beecroft Road
EPPING NSW 2121

7. TERMS OF EASEMENT SEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

An easement entitling the proprietors of the dominant tenements to leave a garbage bin for collection by Blacktown Council on the land shown as Easement for Garbage Collection Purposes provided that the proprietors must:-

- (a) keep any garbage bin placed on the subject land secure and so that it does not emit odours; and
- (b) ensure that their garbage bin is promptly removed from the subject land after collection by Council of the garbage.

8. TERMS OF RESTRICTION EIGHTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

- (a) No fence shall be erected on the boundary of any Lot adjoining land which is to be created as Public Reserve without the consent of the Council of the City of Blacktown.
- (b) Such consent shall not be withheld, however, if such fence is erected without expense to the Council of the City of Blacktown.
- (c) The restrictions shall remain in force only during such time as the Council of the City of Blacktown is the registered proprietor of the land immediately adjoining the land burdened in the plan and shall bind all successive owners and assigns of each lot burdened.
- (d) The restriction shall contain a provision that it may not be extinguished or altered except with the consent of the Council of the City of Blacktown.

9. TERMS OF RESTRICTION NINTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Any dwelling houses to be erected on the lots burdened are to be constructed in accordance with plans approved by Notice of Determination No. 13156 issued by the Council of the City of Blacktown on 5th January, 1995. ~~This restriction shall extinguish in respect of a lot burdened when a building is erected in accordance with Determination No. 13156 dated 5th January, 1995 on that lot and Blacktown City Council issues an occupation certificate in respect of that dwelling.~~

10. TERMS OF POSITIVE COVENANT TENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

The registered proprietors of the burdened lots covenant as follows with the Council in respect to the driveway constructed within the land described as "Right of Carriageway Variable width" and shown on the engineering plans approved by the Council No. CA-94-391E (hereinafter called "the driveway").

1. The Registered Proprietors will:-

- (a) maintain and repair the driveway so that it functions in a safe and efficient manner; with the cost of all repairs and maintenance to be borne equally by the registered proprietors of the lots burdened.
- (b) replace, repair, alter and renew the whole or parts of the driveway within the time and in the manner specified in a written notice issued by the Council
- (c) carry out the matters referred to in paragraphs (a) and (b) at the registered proprietors' expense;
- (d) not make any alterations to the driveway without the prior consent in writing of the Council;

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

(Lengths are in metres)

Sheet 6 of 7

PART 2 (Continued)

Plan:

D.P. 855256

Subdivision of Lot 979 DP846581

covered by Council Clerk's

Certificate Number 9282 of 24-11-95

Full name and address of
the proprietor of the land:

Level 2, 242 Beecroft Road
EPPING NSW 2121

10. TERMS OF POSITIVE COVENANT TENTHLY REFERRED TO IN THE ABOVEMENTIONED
PLAN

(Continued)

- (e) permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this clause;
 - (f) comply with the terms of any written notice issued by the Council in respect to the requirements of this clause within the time stated in the notice.
2. In the event of the registered proprietors failing to comply with the terms of any written notice served in respect of the matters in clause 1 the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe and efficient operation of the driveway and recover from the registered proprietors the cost of carrying out the work, and if necessary, recover the amount due by legal proceedings (including legal costs and fees) and entry of a covenant charge on the land under Section 88F of the Conveyancing Act 1919. In carrying out any work under this clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.

11. TERMS OF EASEMENT ELEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him, from time to time and at all times to drain water (whether rain, storm, spring, soakage or seepage water) in any quantities across and through the land herein indicated as the servient tenement together with the right ONLY TO USE, for the purposes of the easement any roofing, guttering or downpipes already erected upon the servient tenement and any line of pipes already laid within the servient tenement in accordance with building plans approved by Blacktown Council, Development Consent No. 13156 for the purpose of draining water or any roofing, guttering, downpipe or downpipes, pipe or pipes in replacement or in substitution therefore together with the right to enter upon the servient tenement and to remain there for any reasonable time for the purpose of inspecting, cleansing, repairing, maintaining, renewing and laying such roofing, guttering, downpipes and pipeline or any parts thereof and for the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the servient tenement and will restore any disturbed surface as nearly as practicable to its original condition.

12. TERMS OF EASEMENT TWELFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

An easement for visitor parking to allow visitors to the lots hereby benefited to park within the area marked 'V' on the abovementioned plan, provided that nothing in this clause shall prevent visitors to the burdened lot from parking within the subject area.



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

(Lengths are in metres)

Sheet 7 of 7

PART 2 (Continued)

Plan:

D. P. 855256

Subdivision of Lot 979 DP846581

covered by Council Clerk's

Certificate Number 9282 of 24-11-95

Full name and address of
the proprietor of the land:

Level 2, 242 Beecroft Road
EPPING NSW 2121

13. TERMS OF EASEMENT THIRTEENTHLY REFERRED TO IN THE ABOVEMENTIONED
PLAN

An easement for letterboxes with full and free right leave liberty and licence for the Registered Proprietor of the land having the benefit of this easement and its successors to erect construct place repair renew maintain use and remove letterboxes for the provision of postal delivery services to the land benefited by this easement and for the purposes incidental thereto for the purpose of the erection construction and placement of the said letterboxes to enter into and upon the said easement or any part thereof at all reasonable times with surveyors workmen vehicles materials machinery or implements or with any other necessary things or persons and to place and leave thereon or remove therefrom all necessary materials machinery implements and things and the Registered Proprietor for the time being of the land hereby burdened shall not erect or permit to be erected any building or other erection of any kind or description over or under the said easement or alter the surface level thereof or carry out any form of construction affecting the surface undersurface or sub-soil thereof without permission in writing being first had and obtained.

NAME OF PERSON OR AUTHORITY EMPOWERED TO ADMINISTER RELEASE VARY OR
MODIFY THE TERMS OF THE EASEMENT FIRSTLY, SECONDLY, THIRDLY, FOURTHLY,
FIFTHLY, SIXTHLY, SEVENTHLY, ELEVENTHLY, TWELFTHLY AND THIRTEENTHLY,
RESTRICTIONS EIGHTHLY AND NINTHLY AND POSITIVE COVENANT TENTHLY
REFERRED TO IN THE ABOVEMENTIONED PLAN

Blacktown City Council

c:\word5\88b\6656cjm.doc

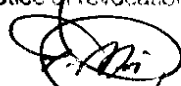
The Common Seal of LANDWIN
PTY LIMITED was hereunto affixed
in pursuance to a resolution of the Board
of Directors and in the presence of:

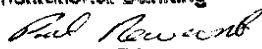

Secretary


DIRECTOR



Signed at Sydney the 15th day of November
19 95 For Commonwealth Bank of Australia
A.C.N. 123 123 124 by its duly appointed Attorney under
Power of Attorney No. 319 Book 4048
who declares that he has not received
notice of revocation of the power


Felix Miguez Assistant Manager Credit Compliance and
Documentation
Institutional Banking


Paul Rowland
WITNESS

REGISTERED



55-12-1995

RP 13A

STAMP DUTY



2
028198

TRANSFER
(INCLUDING EASEMENT/COVENANTS)

REAL PROPERTY ACT, 1900
(See Instructions for Completion on back of form)

OFFICE USE ONLY

CB	1	02	x
\$	44		C

R1/2

DESCRIPTION
OF LAND
Note (a)

LAND being transferred		
Torrens Title Reference	If Part Only, Delete Whole and Give Details	Location
FOLIO IDENTIFIER 2/786901	WHOLE	AT DOONSIDE PARISH OF PROSPECT COUNTY OF CUMBERLAND

TENEMENTS
PANEL
Note (b)

This panel also to be
completed for
covenants by transferor

Servient Tenement (Land burdened by easement)		Dominant Tenement (Land benefited by easement)	
Torrens Title Reference	Torrens Title Reference	Torrens Title Reference	Torrens Title Reference

TRANSFEROR
Note (c)

MINISTER FOR PUBLIC WORKS (formerly the Minister for Public Works and Ports)

OFFICE USE ONLY

N

Note (d)

(the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 20,000,000.00
and transfers an estate in fee simple in the land being transferred above described to the TRANSFEREE

TRANSFEREE
Note (e)

CONSERV (NO. 2077) PTY. LIMITED of 3rd floor, 175 Pitt Street, Sydney

OFFICE USE ONLY

S

TENANCY
Note (f)

as joint tenants/tenants in common

PRIOR
ENCUMBRANCES
Note (f)

subject to the following PRIOR ENCUMBRANCES— 1.
2. 3.

Note (g)

AND the TRANSFEROR—
(i) GRANTS/RESERVES an easement as set out in SCHEDULE ONE hereto
(ii) COVENANTS with the TRANSFEREE as set out in SCHEDULE TWO hereto

Note (g)

AND the TRANSFEREE COVENANTS with the TRANSFEROR as set out in SCHEDULE THREE hereto

DATE OF TRANSFER

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

EXECUTION
Note (h)

Signed in my presence by the Transferor who is personally known to me.

A. Megalonomos
Signature of Witness

ARTHUR MEGALONOMOS
Name of Witness (BLOCK LETTERS)

1 COTSWOLD STREET WESTMEAD
Address and occupation of Witness
SENIOR PROJECT OFFICER

Note (h)

Signed in my presence by the Transferee who is personally known to me.

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and occupation of Witness

TO BE COMPLETED
BY LODGING PARTY
Notes (i) and (j)

LODGED BY CLAYTON UTZ SOLICITORS Ph: 259-2525 185H DX370 Delivery Box Number		CT OTHER 1 1		LOCATION OF DOCUMENTS -forewith. in R.G.O. with Produced by	
Extra Fee	Checked by <u>CB</u>	REGISTERED - -19	ON	CV	
		- 6 JUN 1990 Registrar General			

OFFICE USE ONLY

RP 13A

SCHEDULE ONE HEREINBEFORE REFERRED TO

The Transferor hereby grants/reserves

Notes (k) and (l)

SCHEDULE TWO HEREINBEFORE REFERRED TO

The Transferor hereby covenants with

Notes (m) and (l)
Also complete
instrument panel on
front of form

J. Litzman
COMMERCIAL PROPERTY MANAGER
AS DELEGATE OF MINISTER FOR
PUBLIC WORKS

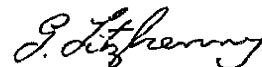
RP 13A

SCHEDULE THREE HEREINBEFORE REFERRED TO

Notes (n) and (l) The Transferee hereby covenants with the Transferor as follows:

The Transferee so as to bind itself, its personal representatives and its assigns as well as the land hereby transferred and the successive owners thereof DOES HEREBY COVENANT with the Transferor, its personal representatives and assigns (other than purchasers on sale) that, during the ownership of any adjoining land by the Transferor, its personal representatives and assigns (other than purchasers on sale) no fence shall be erected on the land hereby transferred to be divided from any adjoining land without the consent of the Transferor, its personal representatives or assigns but such consent shall not be withheld and need not be applied for or obtained in respect of any fence erected without expense to the Transferor, its personal representatives or assigns (other than a purchaser on sale from the Transferor, its personal representatives or assigns) AND IT IS HEREBY AGREED AND DECLARED that:

1. the land which the benefit of the foregoing covenant is intended to be appurtenant is lot 1 in Deposited Plan 786901;
2. the land which is subject to the burden of the covenant is the land hereby transferred; and
3. the person by whom the said covenant may be released, varied or modified is the Transferor.



COMMERCIAL PROPERTY MANAGER
AS DELEGATE OF MINISTER FOR
PUBLIC WORKS



RP 13A

INSTRUCTIONS FOR COMPLETION

This form is only to be used for the transfer of land together with the granting or reservation of easements and/or the creation of restrictive covenants. For other transfers use forms RP 13, RP 13B, RP 13C, as appropriate.

This dealing should be marked by the Commissioner of Stamp Duties before lodgment at the Registrar General's Office.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialled by the parties to the dealing.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.

Registered mortgagees, chargees and lessees of the servient tenement should consent to any grant or reservation of easement; otherwise the mortgage, charge or lease should be noted in the memorandum of prior encumbrances.

The signatures of the parties and the attesting witnesses should appear below the last provision in the last completed schedule.

Rule up all blanks.

The following instructions relate to the side notes on the form.

(a) Description of land.

- (i) **TORRENS TITLE REFERENCE**—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for the land being transferred, e.g., 135/SP12345 or Vol. 8514 Fol. 126.
(ii) **PART/WHOLE**—If part only of the land in the folio of the Register is being transferred, delete the word "WHOLE" and insert the lot and plan number, portion, etc. See also sections 327 and 327AA of the Local Government Act, 1919.
(iii) **LOCATION**—Insert the locality shown on the Certificate of Title/Crown Grant, e.g., at Chullora. If the locality is not shown, insert the Parish and County, e.g., Ph. Lismore Co. Ross.

(b) **Tenement panel**—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for both the servient and dominant tenements of the easements, e.g., 135/SP12345 or Vol. 8514 Fol. 126, &c. This panel is also to be completed for covenants by the transferor.

(c) Show the full name, address and occupation or description.

(d) If the estate being transferred is a lesser estate than an estate in fee simple, delete "fee simple" and insert appropriate estate.

(e) Delete if only one transferee. If more than one transferee, delete either "joint tenants" or "tenants in common", and, if the transferees hold as tenants in common, state the shares in which they hold.

(f) In the memorandum of prior encumbrances, state only the registered number of any mortgage, charge or lease (except where the consent of the mortgagee, chargee or lessee is furnished) and of any writ recorded in the Register.

(g) Delete whichever words are inappropriate.

(h) Execution.

GENERALLY

- (i) Should there be insufficient space for execution of this dealing, use an annexure sheet.
(ii) The certificate of correctness under the Real Property Act, 1900 must be signed by all parties to the transfer; each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he is personally known. The solicitor for the transferee may sign the certificate on behalf of the transferee, the solicitor's name (not that of his firm), to be typewritten or printed adjacent to his signature.
Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.

ATTORNEY

- (iii) If the transfer is executed by an attorney for the transferor/transferee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his authority, e.g., "AS by his attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered/book No.", and declare that I have no notice of the revocation of the said power of attorney".

AUTHORITY

- (iv) If the transfer is executed pursuant to an authority (other than specified in (iii)) the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.

CORPORATION

- (v) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., In accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his position (e.g., director, secretary) in the corporation.

(i) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.

(j) The lodging party is to complete the **LOCATION OF DOCUMENTS** panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration, probate, L/A for letters of administration, &c.

(k) State the nature of the easement (see, e.g., section 1B1A of the Conveyancing Act, 1919) and accurately describe the site of the easement. The grant or reservation of easement (other than an easement in gross) must comply with section 88 of the Conveyancing Act, 1919. If not applicable, rule through this space.

(l) Annexures should be of the same size and quality of paper and have the same margins as the transfer form. Each such annexure must be identified as an annexure and signed by the parties and the attesting witnesses. Any plan annexed should comply with regulation 37 of the Real Property Act regulations, 1970.

(m) This space is provided for any restrictive covenant by the transferor (which must comply with section 88 of the Conveyancing Act, 1919). If not applicable, rule through this space.

(n) This space is provided for any restrictive covenant by the transferee (which must comply with section 88 of the Conveyancing Act, 1919). If not applicable, rule through this space.

OFFICE USE ONLY

DIRECTION: PROP		FIRST SCHEDULE DIRECTIONS				
No. OF NAMES:						
(A)	FOLIO IDENTIFIER	(B) No.	(C) SHARE	(D) 1	(E)	NAME AND DESCRIPTION
SECOND SCHEDULE & OTHER DIRECTIONS						
(F)	FOLIO IDENTIFIER (OR RECD. DEALING & FOLIO IDENTIFIER)	(G) DIRECTION	(H) NOTEN TYPE	(I)	DEALING NUMBER	(K) DETAILS

PLAN FORM 2

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

REGISTERED BY: 08/10/1992
REGISTERED OFF: 08/10/1992



NOTED BY: 08/10/1992
NOTED OFF: 08/10/1992

NOTED BY: 08/10/1992
NOTED OFF: 08/10/1992

08/10/1992

Crown Lands Office Approval

Land Officer: Approved Officer

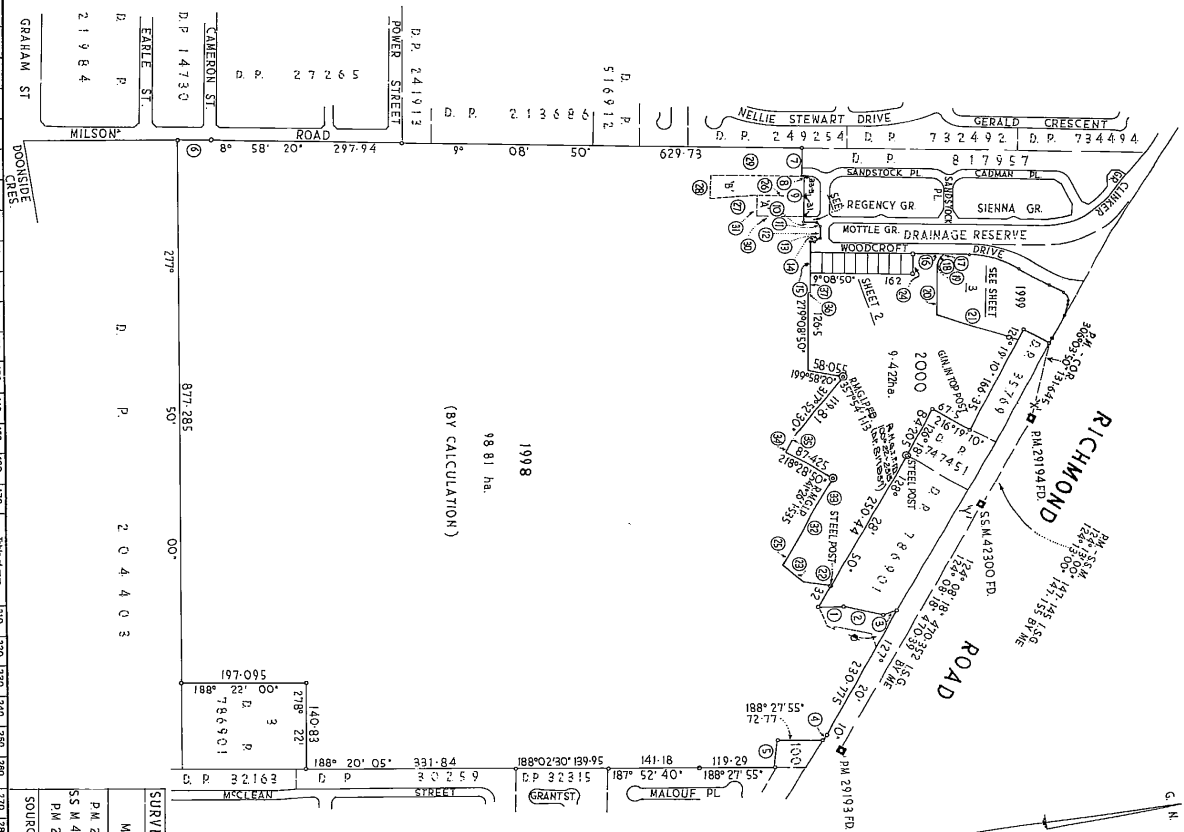
Page No: 1

Field Book: 1

Council Clerk's Certificate

1. I hereby certify that the...
2. I hereby certify that the...
3. I hereby certify that the...
4. I hereby certify that the...
5. I hereby certify that the...
6. I hereby certify that the...
7. I hereby certify that the...
8. I hereby certify that the...
9. I hereby certify that the...
10. I hereby certify that the...

Plan Drawing only to appear in this space



SCHEDULE OF CURVED & SHORT BODYS.			
NO	BEARING	DISTANCE	ARC RAD
1	7°52'30"	39.36	
2	22°05'20"	65.035	
3	344°52'15"	23.095	
4	12°05'20"	9.215	
5	10°44'49"	45.3	
6	9°08'50"	53.385	
7	9°08'50"	45	
8	9°08'50"	3.805	
9	9°08'50"	7.07	
10	54°08'50"	21	
11	54°08'50"	7.07	
12	9°08'50"	22	
13	144°08'50"	1.94	
14	9°08'50"	1.94	
15	9°08'50"	82	
16	9°08'50"	50.545	
17	339°29'10"	8.415	
18	309°49'30"	4.795	
19	294°29'10"	8.73	
20	279°08'50"	19.52	
21	206°05'	132.595	
22	199°15'30"	42	
23	226°14'40"	40.715	
24	279°08'50"	32.5	
25	308°28'50"	52.5	
26	189°08'50"	172	
27	189°08'50"	172	
28	279°08'50"	172	
29	279°08'50"	172	
30	189°08'50"	172	
31	189°08'50"	172	
32	306°39'50"	63	
33	310°07'50"	49.52	
34	308°28'50"	20.79	
35	308°00'40"	15.315	
36	9°08'50"	4	
37	279°08'50"	32	

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

WATER 1 WIDE (D.P. 817957)
WATER 1 WIDE (D.P. 817957)
WATER 1 WIDE (D.P. 817957)

DP 825786

8/10/1992

8/10/1992

8/10/1992

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8/10/1992

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CHEASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

DP 825786

Registered: 8.10.1992

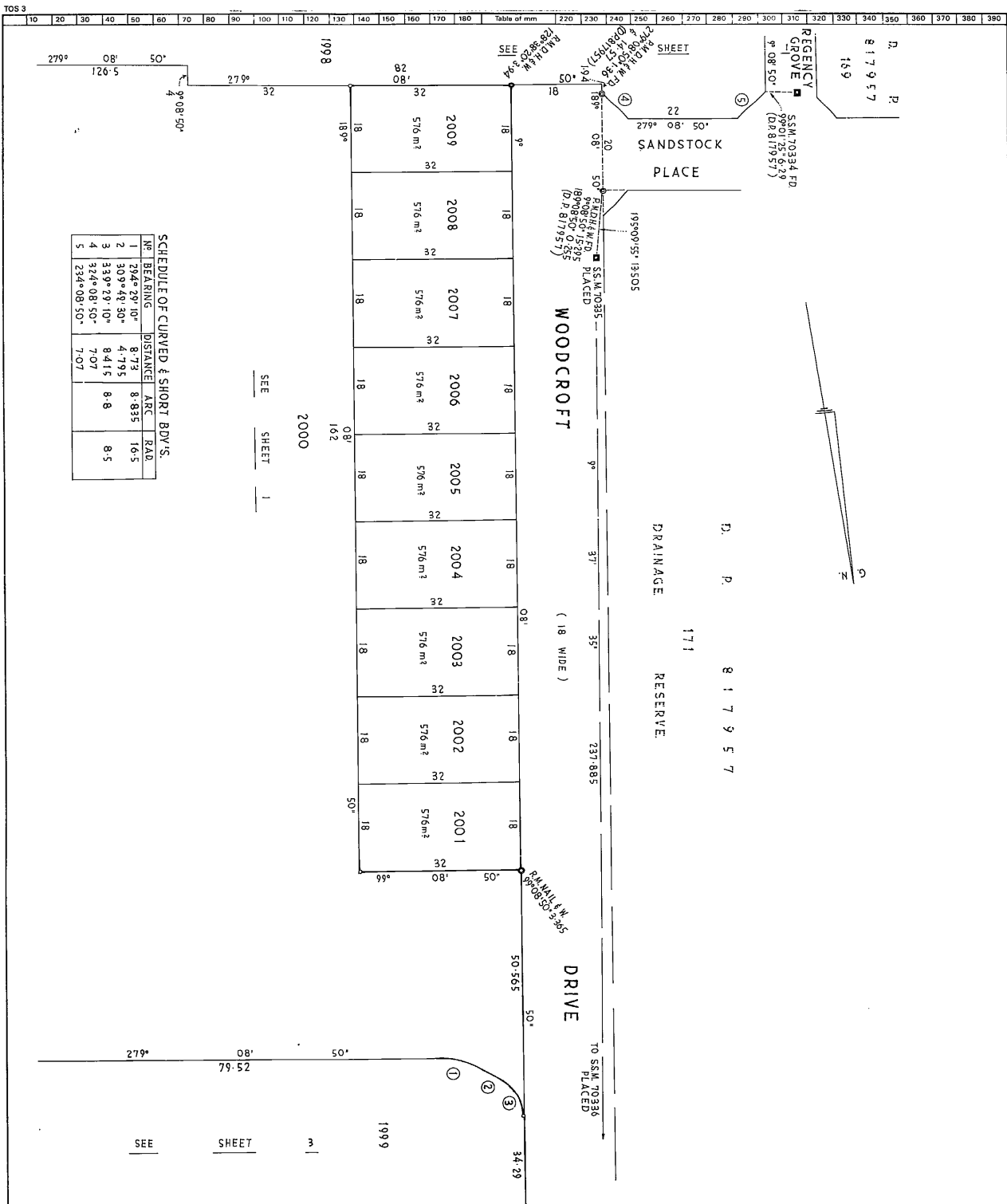
This is sheet 2 of my plan in 3 sheets
dated 5th AUGUST 1992

Surveyor registered under Surveyors Act 1928

This is sheet 2 of my plan in 3 sheets
dated 5th AUGUST 1992
Signed and covered by my certificate of title
No. 1992/82412

Council Only

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



Reduction Ratio 1: 500

SURVEYOR'S REFERENCE: 5622 /S.2

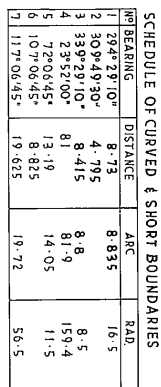
Plan Drawing only to appear in this space

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 9th October 1992



2

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



DP 825786

Registered:  8.10.1997

This is sheet 3 of my plan in 3 sheets
dated 5th AUGUST 1992

Surveyor registered under Surveyors Act 1925

This is sheet 3 of the plan of 3
sheets covered by my Certificate No.
of 21-9-1992
8242

Council Chair

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

Plan Drawing only to appear in this space

Reduction Ratio: 1000

SURVEYOR'S REFERENCE: 5622/S.3

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 9th October 1992



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

(LENGTHS ARE IN METRES)

PLAN DP825786

Subdivision of Lot 173 D.P. 817957

FILE NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

Landwin Pty Limited
Level 2, 240 Beecroft Road
BPPING NSW 2121

TERMS OF RESTRICTIONS ON THE USE OF LAND SECONDLY REFERRED TO IN ABOVEMENTIONED PLAN

No building or development shall be permitted on the land hereby burdened without the written approval of the Council of the City of Blacktown or until such land has been resubdivided in conjunction with adjoining land.

NAME OF PERSONS OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY TERMS OF RESTRICTIONS SECONDLY REFERRED TO IN ABOVEMENTIONED PLAN

The Council of the City of Blacktown

The Common Seal of Landwin Pty Ltd)
was hereunto affixed this day of)
by the authority of the)
Board of Directors in the presence)
of)



[Signature]
DIRECTOR

[Signature]
Town Clerk

EXECUTED BY LANDWIN PTY LIMITED by being signed
and sealed and attested by its Attorney
(who certifies that he is the
Attorney of Landwin Pty Ltd)
in the New South Wales Division of Estate Finance
Corporation Limited pursuant to Power of Attorney registered
No. 131 Book 3701 in the presence
of-

EXECUTED BY ESTATE FINANCE CORPORATION
LIMITED by being signed sealed and delivered by its Attorney
(who certifies that he is the
Attorney of Estate Finance Corporation Limited)
in the New South Wales Division of Estate Finance
Corporation Limited pursuant to Power of Attorney registered No. 867, Book 3685, in the
presence of-

[Signature]
William Karabinos
C/- 68 Pitt St, Sydney
Finance Officer

[Signature]
William Karabinos
C/- 68 Pitt St, Sydney
Finance Officer

Sheet 3 of 3 Sheets

REGISTERED 8.10.1992

This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar General this day, 9th October 1992

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

(LENGTHS ARE IN METRES)

PLAN DP825786

Subdivision of Lot 173 D.P. 817957

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

Landwin Pty Limited
Level 2, 240 Besscroft Road
EPPING NSW 2121

PART 1

1. IDENTITY OF EASEMENT OR RESTRICTION
FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN

Restrictions on the use of land

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened

Lots, name of road or Authority benefited

Each lot except
Lots 1998, 1999 and 2000

Every other lot except Lots 1998, 1999,
and 2000

2. IDENTITY OF EASEMENT OR RESTRICTION
SECONDLY REFERRED TO IN ABOVEMENTIONED PLAN

Restrictions on the use of land

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened

Lots, name of road or Authority benefited

Lots 1998 to 2000 inclusive

The Council of the City of Blacktown

PART TWO

TERMS OF RESTRICTIONS ON THE USE OF LAND FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN

(a) No building or buildings shall be erected or be permitted to remain erected on each lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or fibre cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 25% of the total area of the external walls.

Timber and/or fibre cement shall not be used in external walls except in conjunction with all or any of the above materials and the proportion shall not exceed 33% of the total area of the external walls except in the case of a two storey building where the proportion shall not exceed 50% of the total area of the external walls.

(b) Except in the case of attached dwellings, no main building shall be erected or be permitted to remain erected on each lot burdened, having a total floor area of less than 115 square metres exclusive of car accommodation, external landings and patios.

(c) Not more than one main building shall be erected on each lot burdened and such building shall not be used or be permitted to be used other than for residential or display home purposes.

Sheet 1 of 3 Sheets

REGISTERED 8.10.1992

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

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

(LENGTHS ARE IN METRES)

PLAN DP825786

Subdivision of Lot 173 D.P. 817957

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

Landwin Pty Limited
Level 2, 240 Besscroft Road
EPPING NSW 2121

(d) No building shall be erected on each lot burdened having a roof of fibre cement or asbestos cement or fibre cement or fibre glass or any other material of a similar nature or aluminium or steel decking of any nature with a pitch greater than three degrees to the horizontal without the written approval of Landwin Pty Limited and provided that such material or decking shall not have other than a non-reflective surface.

(e) No building shall be erected on each lot burdened having a roof of corrugated iron.

(f) No paling fence shall be erected on each lot burdened and as to what constitutes a paling fence shall be determined by Landwin Pty Limited and its decision shall be final and binding on the Registered Proprietor of each lot burdened, provided however, that for the purpose of this provision, a lapped capped and stained timber fence or a lapped and capped treated pine fence shall not be deemed to be a paling fence.

(g) No fence exceeding 0.8 metres in height shall be erected or be permitted to remain erected on the front street alignment of each lot burdened nor between the front street alignment and the building line as fixed by the responsible Shire Municipal or City Council, provided that in the case of a corner lot this restriction shall only apply to one street frontage.

(h) No advertisement hoarding sign or matter of any description shall be erected or displayed on each lot burdened except that which may be required for display home advertising without the prior written consent of Landwin Pty Limited and Landwin Pty Limited shall have the right to remove any such advertising hoarding sign or matter without notice.

(i) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Landwin Pty Limited without the consent of Landwin Pty Limited but such consent shall not be withheld if such fence is erected without expense to Landwin Pty Limited provided that this Restriction shall remain in force only during such time as Landwin Pty Limited is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the Plan whichever is the later.

(j) Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

(k) In these restrictions as to user:

"Landwin Pty Limited" shall mean Landwin Pty Limited its successors nominees or assigns other than purchasers on sale.

"the Plan" shall mean the Plan of Subdivision to which this instrument relates and upon the registration of which these restrictions are created.

(1) The person having the right to release, vary or modify these restrictions is Landwin Pty Limited for such period as it is the Registered Proprietor of any land in the Plan or for the period of five years from the date of registration of the plan whichever is the later.

Sheet 2 of 3 Sheets

REGISTERED 8.10.1992

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 9th October 1992



SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads and easements are required for the registration of a plan. The plan must be accompanied by a statement of intention to dedicate public roads and easements, restrictions on the use of land or positive covenants.

IS INTENDED TO DEDICATE THE EXTENSION OF STOCKADE PLACE, THE EXTENSION OF REGENCY GROVE, PAYER PLACE, COBBLESTONE GROVE AND THE PLAY CORNERS TO THE PUBLIC AS ROAD

InfoTrack

DP 825786

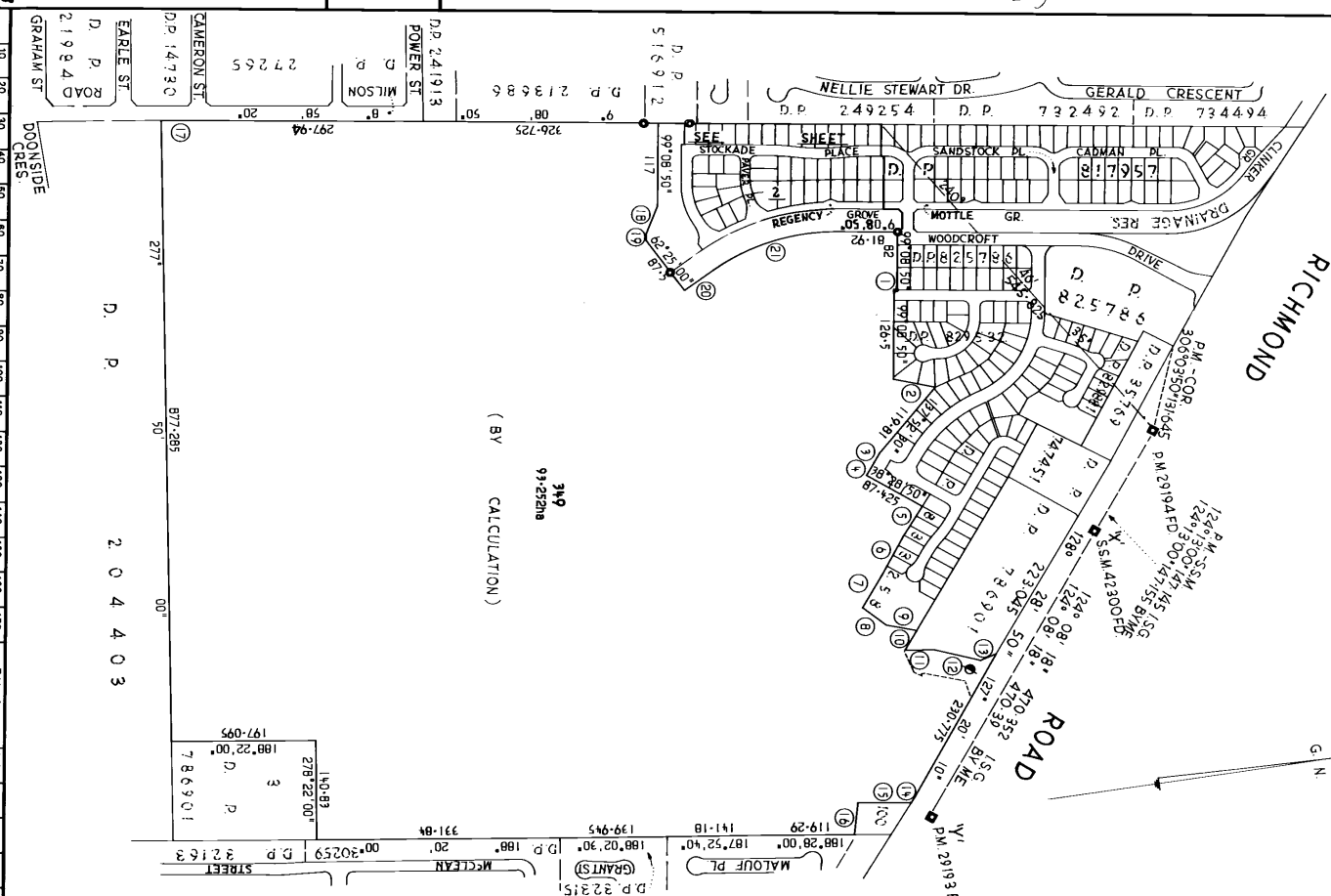
10/12/1993

10/12/1993

Council Clerk's Certificate

Subdivision & Roads

Consent 1210-10/12/93



SCHEDULE OF SHORT & CURVED BOUNDARIES				
No.	BEARING	CHORD	ARC	RADIUS
1	180° 08' 50"	58.055		
2	180° 08' 50"	15.315		
3	128° 28' 50"	20.79		
4	130° 07' 50"	40.52		
5	126° 39' 50"	63		
6	128° 28' 50"	32.5		
7	128° 28' 50"	40.715		
8	128° 28' 50"	42		
9	128° 28' 50"	32		
10	128° 28' 50"	39.36		
11	7° 52' 20"	65.055		
12	22° 05' 20"	23.09		
13	34° 42' 20"	9.215		
14	129° 50' 40"	72.77		
15	104° 49' 00"	45.3		
16	104° 49' 00"	53.385		
17	9° 08' 50"	10.23		
18	120° 08' 20"	41.5		
19	98° 18' 40"	18.5		
20	332° 25' 00"	176.445		
21	330° 46' 50"	179.505		

SURVEY PRACTICE REGULATION 1990 : CLAUSE 32(2)				
MARK	EASTING	NORTHING	ZONE	ACC.
S.S.M. 42300	288031.582	1284167.344	581	S
P.M. 28193	288440.888	1283903.388	581	S
P.M. 28194	288828.808	1284250.087	581	S

SOURCE : S.S.M. CO. ORIGINATES ADAPTED FROM N.S.W. LANDS DEPARTMENT AT 13.01.1982.

DP 835799

Registered 20.12.1993

C.A. No 8617 OF 10.12.1993

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: 08260-63*

Last Plan: DP 825786

PLAN OF SUBDIVISION OF LOT 1998 DP 825786

Lengths are in metres. Reduction Ratio 1:5000

LGA. BLACKTOWN

Locality: DOONSIDE

Parish: PROSPECT

County: CUMBERLAND

This is sheet 1 of my plan in 2 sheets. (Delete if inapplicable)

IAN VINCENT MYERS

1/10/93

1/10/93

1/10/93

1/10/93

1/10/93

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1/10/93

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

(LENGTHS ARE IN METRES)

PLAN

DP 835799

Subdivision of Lot 1998
D.P. 825786

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND
Landwin Pty Limited
Level 2, 242 Beecroft Road
Epping

PART 1

1. IDENTITY OF EASEMENT OR RESTRICTION FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN
Easement to drain water 1 wide and variable

SCHEDULE OF LOTS ETC. AFFECTED

<u>Lots burdened</u>	<u>lots, name of road or Authority benefited</u>
Lot 301	Lots 302 to 304 inclusive
Lot 302	Lots 303 & 304
Lot 303	Lot 304
Lot 305	Lots 306 to 308 inclusive
Lot 306	lots 307 & 308
Lot 307	Lot 308
Lot 326	Lot 327

2. IDENTITY OF EASEMENT OR RESTRICTIONS SECONDLY REFERRED TO IN ABOVEMENTIONED PLAN
Easement for underground mains 1 wide.

SCHEDULE OF LOTS ETC. AFFECTED

<u>lots burdened</u>	<u>lots, name of road or Authority benefited</u>
lots 346 & 348	Prospect Electricity

Sheet 1 of 8 Sheets

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

(LENGTHS ARE IN METRES)

PLAN DP 835799

Subdivision of Lot 1998
D.P. 825786

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND
Landwin Pty Limited
Level 2, 242 Beecroft Road
Epping

3. IDENTITY OF EASEMENT OR RESTRICTIONS THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN
Easement for Electricity Purposes 3.75 wide.

SCHEDULE OF LOTS ETC. AFFECTED

<u>lots burdened</u>	<u>lots, name of road or Authority benefited</u>
Lot 346	Prospect Electricity

4. IDENTITY OF EASEMENT OR RESTRICTIONS FOURTHLY REFERRED TO IN ABOVEMENTIONED PLAN
Restrictions on the use of land.

SCHEDULE OF LOTS ETC. AFFECTED

<u>lots Burdened</u>	<u>lots, name of road or Authority benefited</u>
Each lot except lots 346, 347, 348 & 349	Every other lot except lots 346, 347, 348 & 349

5. IDENTITY OF EASEMENT OR RESTRICTIONS FIFTHLY REFERRED TO IN ABOVEMENTIONED PLAN
Restrictions on the use of land.

SCHEDULE OF LOTS ETC. AFFECTED

<u>lots burdened</u>	<u>lots, name of road or Authority benefited</u>
lots 332 & 346	The Council of the City of Blacktown

Sheet 2 of 8 Sheets

Blundy
Adrian

Blundy
Adrian

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

(LENGTHS ARE IN METRES)

PLAN DP 83 57 9 9

Subdivision of Lot 1998
D.P. 825786

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND
Landwin Pty Limited
Level 2, 242 Beecroft Road
Epping

6. IDENTITY OF EASEMENT OR RESTRICTIONS SIXTHLY REFERRED TO IN ABOVEMENTIONED PLAN

Restrictions on the use of land.

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened
Lots, name of road or Authority benefited

Lots 346 & 349
The Council of the City of Blacktown

7. IDENTITY OF EASEMENT OR RESTRICTIONS SEVENTHLY REFERRED TO IN ABOVEMENTIONED PLAN
Restrictions on the use of land.

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened
Lots, name of road or Authority benefited

Lots 301 to 334 inclusive
The Council of the City of Blacktown

PART 2

TERMS OF EASEMENT FOR UNDERGROUND MAINS 1 WIDE SECONDLY REFERRED TO IN ABOVEMENTIONED PLAN

An easement for the transmission of electricity with full and free right to have liberty and licence for Prospect Electricity and its successors to erect, construct, place, repair, renew, maintain, use and remove underground electricity transmission mains wires cables and ancillary works for the transmission of electricity and for purposes incidental thereto under and along the said easement AND to cause or permit electricity to flow or be transmitted through and along the said transmission mains wires and cables and for the purposes of the erection construction and placement of the electricity transmission mains wires cables and ancillary works to enter into and upon the said easement or any part thereof at all reasonable times with surveyors, workmen, vehicles, materials, machinery or implements

Sheet 3 of 8 Sheets

Blundy
Aden

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

(LENGTHS ARE IN METRES)

PLAN DP 83 57 9 9

Subdivision of Lot 1998
D.P. 825786

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND
Landwin Pty Limited
Level 2, 242 Beecroft Road
Epping

or with any other necessary things or persons and to place and leave thereon or remove therefrom all necessary materials, machinery, implements and things AND the Registered Proprietor for the time being of the land thereby burdened shall not erect or permit to be erected any building or other erection of any kind or description on over or under the said easement or alter the surface, level thereof or carry out any forms of construction affecting the surface, under-surface or subsoil thereof without Prospect Electricity's permission in writing being first had and obtained PROVIDED that anything permitted by Prospect Electricity under the foregoing Covenant shall be executed in all respects in accordance with the reasonable requirements of Prospect Electricity and to the reasonable satisfaction of the Engineer of Prospect Electricity for the time being.

TERMS OF EASEMENT FOR ELECTRICITY PURPOSES 3.75 WIDE THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN

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

TERMS OF RESTRICTIONS ON THE USE OF LAND FOURTHLY REFERRED TO IN ABOVEMENTIONED PLAN

(a) No building or buildings shall be erected or be permitted to remain erected on each lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or fibre cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 25% of the total area of the external walls.

Sheet 4 of 8 Sheets

Blundy
Aden

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

(LENGTHS ARE IN METRES)

PLAN 12P835799

Subdivision of Lot 1998
D.P. 825786

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND

Landwin Pty Limited
Level 2, 242 Beecroft Road
Epping

Timber and/or fibre cement shall not be used in external walls except in conjunction with all or any of the above materials and the proportion shall not exceed 33% of the total area of the external walls except in the case of a two storey building where the proportion shall not exceed 50% of the total area of the external walls.

(b) Except in the case of attached dwellings, no main building shall be erected or be permitted to remain erected on each lot burdened, having a total floor area of less than 115 square metres exclusive of car accommodation, external landings and patios.

(c) No building shall be erected on each lot burdened having a roof of fibre cement or asbestos cement or fibre cement or fibre glass or any other material of a similar nature or aluminium or steel decking of any nature with a pitch greater than three degrees to the horizontal without the written approval of Landwin Pty Limited and provided that such material or decking shall not have other than a non-reflective surface.

(d) No building shall be erected on each lot burdened having a roof of corrugated iron.

(e) No paling fence shall be erected on each lot burdened and as to what constitutes a paling fence shall be determined by Landwin Pty Limited and its decision shall be final and binding on the Registered Proprietor of each lot burdened, provided however, that for the purpose of this provision, a lapped capped and stained timber fence or a lapped and capped treated pine fence shall not be deemed to be a paling fence.

(f) No fence exceeding 0.8 metres in height shall be erected or be permitted to remain erected on the front street alignment of each lot burdened nor between the front street alignment and the building line as fixed by the responsible Shire Municipal or City Council provided that in the case of a corner lot this restriction shall only apply to one street frontage.

Sheet 5 of 8 Sheets

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

(LENGTHS ARE IN METRES)

PLAN 12P835799

Subdivision of Lot 1998
D.P. 825786

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND

Landwin Pty Limited
Level 2, 242 Beecroft Road
Epping

(g) No advertisement hoarding sign or matter of any description shall be erected or displayed on each lot burdened except that which may be required for display home advertising without the prior written consent of Landwin Pty Limited and Landwin Pty Limited shall have the right to remove any such advertising hoarding sign or matter without notice.

(h) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Landwin Pty Limited without the consent of Landwin Pty Limited but such consent shall not be withheld if such fence is erected without expense to Landwin Pty Limited provided that this Restriction shall remain in force only during such time as Landwin Pty Limited is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the Plan whichever is the later.

(i) Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

(j) In these restrictions as to user:

"Landwin Pty Limited" shall mean Landwin Pty Limited its successors nominees or assigns other than purchasers on sale.

"the Plan" shall mean the Plan of Subdivision to which this instrument relates and upon the registration of which these restrictions are created.

(k) The person having the right to release, vary or modify these restrictions is Landwin Pty Limited for such period as it is the Registered Proprietor of any land in the Plan or for the period of five years from the date of registration of the plan whichever is the later.

Sheet 6 of 8 Sheets

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

(LENGTHS ARE IN METRES)

PLAN CP 83 57 9 9

Subdivision of Lot 1988
D.P. 825786

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND

Landwin Pty Limited
Level 2, 242 Beecroft Road
Epping

TERMS OF RESTRICTIONS ON THE USE OF LAND FIFTHLY REFERRED TO IN ABOVEMENTIONED PLAN

No fence shall be erected on each lot burdened to divide it from any adjoining land which is to be created as Public Reserve or Drainage Reserve without the consent of the Council of the City of Blacktown but such consent shall not be withheld if such fence is erected without expense to the Council of the City of Blacktown and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns and all successive owners and assigns of each lot burdened only during the ownership of the said adjoining land by the Council of the City of Blacktown.

TERMS OF RESTRICTIONS ON THE USE OF LAND SIXTHLY REFERRED TO IN ABOVEMENTIONED PLAN

No building or development shall be permitted on the land hereby burdened without the written approval of the Council of the City of Blacktown or until such land has been resubdivided.

TERMS OF RESTRICTIONS ON THE USE OF LAND SEVENTHLY REFERRED TO IN ABOVEMENTIONED PLAN

No buildings shall be erected on any burdened lot unless that lot has been filled to the satisfaction of the Council of the City of Blacktown and no building shall be erected on such lot unless constructed on pier and beam footings or slab designed and certified by a Chartered Professional Engineer to the requirements and satisfaction of the Council of the City of Blacktown.

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

(LENGTHS ARE IN METRES)

PLAN CP 83 57 9 9

Subdivision of Lot 1988
D.P. 825786

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND

Landwin Pty Limited
Level 2, 242 Beecroft Road
Epping

NAME OF AUTHORITY EMPowered TO RELEASE VARY OR MODIFY TERMS OF EASEMENTS AND RESTRICTIONS FIRSTLY FIFTHLY, SIXTHLY AND SEVENTHLY REFERRED TO IN ABOVEMENTIONED PLAN

The Council of the City of Blacktown

NAME OF AUTHORITY EMPowered TO RELEASE VARY OR MODIFY TERMS OF EASEMENTS SECONDLY AND THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN

Prospect Electricity

The Common Seal of Landwin Pty Ltd)
was hereunto affixed this 14th day of)
Dec, 1993 by the authority of the)
Board of Directors in the presence)
of)

56241744



.....

EXECUTED BY BANDA FINANCE CORPORATION

LIMITED by being signed sealed and delivered by its Attorney
MICHAEL WILLIAMS (who certifies that he is the
MANAGER SEQUITIES in the New South Wales
Division of Banda Finance Corporation Limited) pursuant
to Power of Attorney registered No. 863, Book 3683, in the
presence of -

Donna Marie Collins
C/- 116 Miller St, Nth Sydney
Finance Officer

General Manager

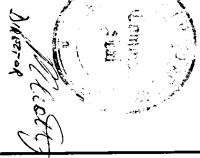
Blacktown City Council

EXECUTED BY ANALED PTY LIMITED by being signed
sealed and delivered by its Attorney
(who certifies that he is the
MANAGER SEQUITIES in the New South Wales
Division of Banda Finance Corporation Limited) pursuant to Power of Attorney registered
No. 131 Book 3701 in the presence
of -

Donna Marie Collins
C/- 116 Miller St, Nth Sydney
Finance Officer

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

Dr. Vincent Myers
1/11/2024
I, the undersigned, being a duly qualified and registered surveyor, do hereby certify that the above is a true and correct copy of the plan as submitted to me for registration and that the same is in accordance with the provisions of the Survey Act 1980 and the Survey Regulations 1980.



Place

Place

Place

BEARING	DISTANCE	ARC	RADIUS
271°24'27.20"	11.875	14.94	70
281°36'40.30"	14.915	24.515	90
291°38'21.50"	24.44	3.61	31.5
301°42'53.10"	3.605	18.04	19
311°12'24.20"	17.37	11.095	46
321°78'17.40"	11.065	18.12	34
331°55'29.00"	18.12	31.405	19
341°05'32.20"	27.95		

RICHMOND ROAD

ROAD

RIGHT OF CARRIAGEWAY 30.48 WIDE
± VARIABLE (D.P. 643351)

DIAGRAM 'B'
NOT TO SCALE

4105

4104

CERAMIC WAY
(13 WIDE)

354°08'50" - 3.88

324°08'50" - 3.88

33°04'50"

4110

4111

DIAGRAM 'A'
NOT TO SCALE

SCHEDULE OF CURVED & SHORT BDYS.

Nº	BEARING	DISTANCE	ARC	RADIUS
1	180°08'50"	4.05		
2	138°08'40"	15.375		
3	138°08'40"	20.79		
4	130°07'50"	49.52		
5	120°39'50"	63		
6	120°39'50"	52.5		
7	120°39'50"	40.715		
8	46°14'40"	42		
9	19°15'30"	32		
10	128°28'50"	39.36		
11	7°52'20"	65.035		
12	22°05'20"	23.09		
13	344°52'20"	79.215		
14	128°50'40"	4.7		
15	188°42'50"	4.7		
16	188°42'50"	3.385		
17	120°08'50"	41.5		
18	120°08'50"	10.23		
19	98°18'40"	48.5		
20	332°35'00"	176.505		
21	35°08'50"	18		
22	9°08'50"	81.93		
23	180°50'50"	148.28		
24	170°46'50"	150.85		
25	243°28'50"	235.3		
26	237°44'50"	35.5		

SURVEY PRACTICE REGULATION 1990 (CLAUSE 32(2))

MARK	EASTING	NORTHING	ZONE	ACC
S.M. 42300	289051.582	1264167.344	561	S
P.M. 29193	289440.886	1263903.366	561	S
P.M. 29194	288929.905	1264250.087	561	S

SOURCE: I.S.G. CO-ORDINATES ADOPTED FROM
N.S.W. LANDS DEPARTMENT AT 13.1.1992

DP 836143

Registered:
CA No. 8628 OF 23.12.1993

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U8660-61 #
U8660-62 #
Last Plan: DP 834799

PLAN OF SUBDIVISION OF
LOTS 346 & 349
D.P. 835799

LGA: BLACKTOWN

Locality: DOONSIDE

Parish: PROSPECT

County: CUMBERLAND

This is sheet 1 of my plan in 2 sheets.
(Delete if inapplicable)

I, VINCENT MYERS
1/11/2024
I, VINCENT MYERS (SURVEYOR'S P.L.)
of P.O. BOX 227 PENRITH, 2751

a surveyor registered under the Survey Act 1980, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Survey Practice Regulation 1990 and was completed on 17 DECEMBER 1993.

(Signature) 1/11/2024
Survey registered under
of P.O. BOX 227 PENRITH, 2751
Plans used in preparation of survey completion.
D.P. 817957, D.P. 825786,
D.P. 829532

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

PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919, 86.4 AS
AMENDED, IT IS INTENDED TO
RESTRICT THE USE OF LAND
2 RESTRICTIONS ON THE USE OF LAND
4 RESTRICTIONS ON THE USE OF LAND
4 RESTRICTIONS ON THE USE OF LAND

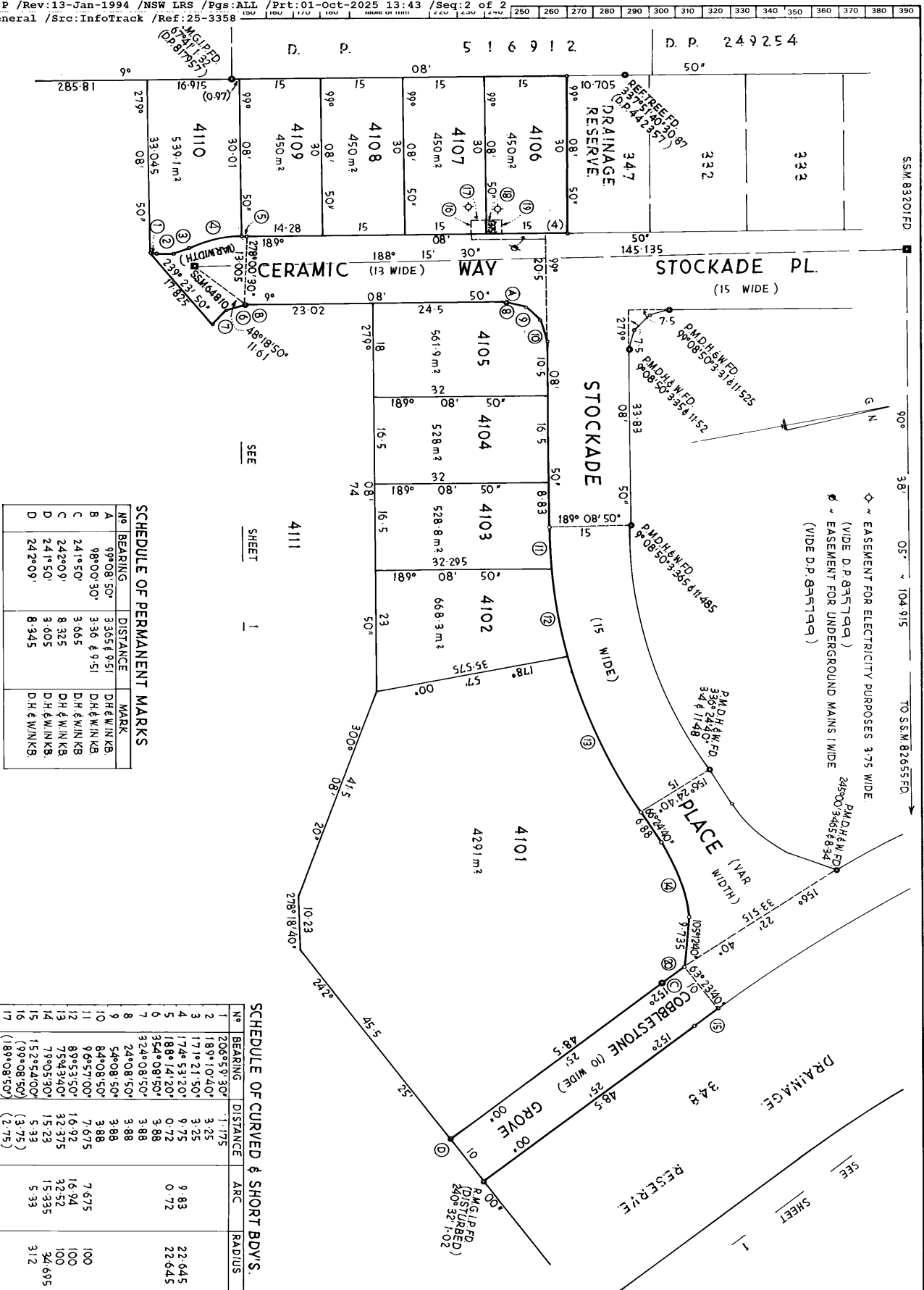
IT IS INTENDED TO DEDICATE
CERAMIC WAY SUBJECT TO
EASEMENT FOR THE EXTENSION OF
MAINS 1 WIDE THE TENSION OF
COBBLESTONE GROVE AND THE SP-LAY
CORNERS TO THE PUBLIC AS ROAD.

PLAN APPROVED: Authorised Officer
Land District: ...
Paper No.: ...
Field Book: ...

Crown Lands Office Approval

PLAN APPROVED: Authorised Officer
Land District: ...
Paper No.: ...
Field Book: ...

Council Clerk's Certificate
I hereby certify that:-
(a) the requirements of the Local Government Act, 1978 (other than
the requirements for the registration of a plan and the requirements
of the Survey Act 1980, and the Survey Regulations 1980, have been
complied with by the applicant in relation to the proposed
"Subdivision A New Road"
have been complied with by the applicant in relation to the
proposed "New Road", "Subdivision" or "Vested Land" set out herein.



SCHEDULE OF PERMANENT MARKS			
Nº	BEARING	DISTANCE	MARK
A	99°08'50"	3.365 ± 9.51	D.H. & W.I.N.K.B.
B	98°00'30"	3.36 ± 9.51	D.H. & W.I.N.K.B.
C	241°50'	8.325	D.H. & W.I.N.K.B.
D	241°50'	8.345	D.H. & W.I.N.K.B.

SCHEDULE OF CURVED & SHORT BODYS.			
Nº	BEARING	DISTANCE	ARC RADIUS
1	206°59'30"	1.175	
2	189°10'40"	3.25	
3	171°21'50"	3.25	
4	174°53'20"	9.75	
5	188°14'20"	0.72	22.645
6	354°08'50"	3.88	
7	324°08'50"	3.88	
8	24°08'50"	3.88	
9	54°08'50"	3.88	
10	84°08'50"	3.88	
11	96°57'00"	7.675	
12	89°53'50"	16.92	100
13	75°43'40"	32.375	100
14	79°05'30"	15.23	34.695
15	152°54'00"	5.33	
16	(99°08'50")	(3.75)	31.2
17	(99°08'50")	(2.75)	
18	(99°08'50")	(3.75)	
19	(99°08'50")	(3.75)	
20	152°54'00"	5.5	322

Subdivision of Lots 346
& 349 D.P. 835759

Landwin Pty Limited
Level 2, 240 Beecroft Road
Epping

1. IDENTITY OF RESTRICTIONS

Restrictions on the use of land.

SCHEDULE OF LOTS ETC. AFFECTED

lots, name of road or Authority benefited

Every other lot except
lots 4101, 4111 and 4112

2. IDENTITY OF RESTRICTIONS
SECONDLY REFERRED TO IN
ABOVEMENTIONED PLAN

Restrictions on the use of land.

SCHEDULE OF LOTS ETC. AFFECTED

 Lots, name of road or Authority benefited |

The Council of the City of
Blacktown.

3. IDENTITY OF RESTRICTIONS
THIRDLY REFERRED TO IN
ABOVEMENTIONED PLAN

Restrictions on the use of land.

SCHEDULE OF LOTS ETC. AFFECTED

lots, name of road or Authority benefited

Lot 4106

**The Council of the City of
Blacktown.**

Sheet 1 of 5 Sheets

REGISTERED

8/11/7.1.1994

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

D P 8361

(LENGTHS ARE IN METRES)

Subdivision of Lots 346
& 349 D.P. 835795

Landwin Pty Limited
Level 2, 240 Beecroft Road
Epping

4. IDENTITY OF RESTRICTIONS
FOURTHLY REFERRED TO
IN ABOVEMENTIONED PLAN

Restrictions on the use of land.

IN ABOVEMENTIONED PLAN

SCHEDULE OF LOTS ETC., AFFECTED

lots, name of road or
Authority benefited

The Council of the City
of Blacktown

PART 2

TERMS OF RESTRICTIONS ON THE USE OF LAND FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN

(a) No building or buildings shall be erected or be permitted to remain erected on each lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or fibre cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 25% of the total area of the external walls.

Timber and/or fibre cement shall not be used in external walls except in conjunction with all or any of the above materials and the proportion shall not exceed 33% of the total area of the external walls except in the case of a two storey building where the proportion shall not exceed 50% of the total area of the external walls.

(b) Except in the case of attached dwellings, no main building shall be erected or be permitted to remain erected on each lot burdened, having a total floor area of less than 115 square metres exclusive of car accommodation, external landings and patios.

Sheet 2 of 5 Sheets

पुनर्गठित

Jan 7.1.1994

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

(LENGTHS ARE IN METRES)

DP 836143

PLAN

Subdivision of Lots 346
& 349 D.P. 835799

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

Landwin Pty Limited
Level 2, 240 Beecroft Road
Epping

(c) No building shall be erected on each lot burdened having a roof of fibre cement or asbestos cement or fibro cement or fibre glass or any other material of a similar nature or aluminium or steel decking of any nature with a pitch greater than three degrees to the horizontal without the written approval of Landwin Pty Limited and provided that such material or decking shall not have other than a non-reflective surface.

(d) No building shall be erected on each lot burdened having a roof of corrugated iron.

(e) No paling fence shall be erected on each lot burdened and as to what constitutes a paling fence shall be determined by Landwin Pty Limited and its decision shall be final and binding on the Registered Proprietor of each lot burdened, provided however, that for the purpose of this provision, a lapped capped and stained timber fence or a lapped and capped treated pine fence shall not be deemed to be a paling fence.

(f) No fence exceeding 0.8 metres in height shall be erected or be permitted to remain erected on the front street alignment of each lot burdened nor between the front street alignment and the building line as fixed by the responsible Shire Municipal or City Council provided that in the case of a corner lot this restriction shall only apply to one street frontage.

(g) No advertisement hoarding sign or matter of any description shall be erected or displayed on each lot burdened except that which may be required for display home advertising without the prior written consent of Landwin Pty Limited and Landwin Pty Limited shall have the right to remove any such advertising hoarding sign or matter without notice.

(h) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Landwin Pty Limited without the consent of Landwin Pty Limited but such consent shall not be withheld if such fence is erected without expense to Landwin Pty Limited provided that this Restriction shall remain in force only during such time as Landwin Pty Limited is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the Plan whichever is the later.

(i) Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.



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

(LENGTHS ARE IN METRES)

DP 836143

PLAN

Subdivision of Lots 346
& 349 D.P. 835799

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

Landwin Pty Limited
Level 2, 240 Beecroft Road
Epping

(j) In these restrictions as to user:

"Landwin Pty Limited" shall mean Landwin Pty Limited its successors nominees or assigns other than purchasers on sale.

"the Plan" shall mean the Plan of Subdivision to which this instrument relates and upon the registration of which these restrictions are created.

(k) The person having the right to release, vary or modify these restrictions is Landwin Pty Limited for such period as it is the Registered Proprietor of any land in the Plan or for the period of Five years from the date of registration of the plan whichever is the later.

TERMS OF RESTRICTIONS ON THE USE OF LAND SECONDLY REFERRED TO IN
ABOVEMENTIONED PLAN

No building or development shall be permitted on the land hereby burdened without the written approval of the Council of the City of Blacktown or until such land has been resubdivided.

TERMS OF RESTRICTIONS ON THE USE OF LAND THIRDLY REFERRED TO IN
ABOVEMENTIONED PLAN

No fence shall be erected on each lot burdened to divide it from any adjoining land which is to be created as Public Reserve or Drainage Reserve without the consent of the Council of the City of Blacktown but such consent shall not be withheld if such fence is erected without expense to the Council of the City of Blacktown and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns and all successive owners and assigns of each lot burdened only during the ownership of the said adjoining land by the Council of the City of Blacktown.



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

(LENGTHS ARE IN METRES)

PLAN

Subdivision of Lots 346
& 349 D.P. 835799

FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND

Landwin Pty Limited
Level 2, 240 Beecroft Road
Epping

Sheet 5 of 5 sheets DP 836143

TERMS OF RESTRICTIONS ON THE USE OF LAND FOURTHLY REFERRED TO IN
ABOVEMENTIONED PLAN

No buildings shall be erected on any burdened lot unless that lot has been
filled to the satisfaction of the Council of the City of Blacktown and no
building shall be erected on such lot unless constructed on pier and beam
footings or slab designed and certified by a Chartered Professional
Engineer to the requirements and satisfaction of the Council of the City of
Blacktown.

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY TERMS OF EASEMENTS
AND RESTRICTIONS SECONDLY, THIRDLY AND FOURTHLY REFERRED TO IN
ABOVEMENTIONED PLAN

The Council of the City of Blacktown.

The Common Seal of Landwin Pty Ltd)
was hereunto affixed this 2nd day)
of December, 1993 by the authority)
of the Board of Directors in the)
presence of)



[Signature]
Director

[Signature]
Secretary

General Manager

Blacktown City Council

EXECUTED BY ISANDA FINANCE CORPORATION
LIMITED by being signed sealed and delivered by its Attorney
MICHAEL WILLIAMS (who certifies that he is the
MANAGER SECURITIES in the New South Wales
Division of Isanda Finance Corporation Limited) pursuant
to Power of Attorney registered No. 867, Book 3655, in the
presence of -

[Signature]
Linda Anne Williams
C/- 116 Miller St, Nth Sydney
Finance Officer

EXECUTED BY ANALED PTY LIMITED by being signed
sealed and delivered by its Attorney
(who certifies that he is the
in the New South Wales Division of Isanda Finance
Corporation Limited) pursuant to Power of Attorney registered
No. 131 Book 3701 in the presence
of -

[Signature]
Linda Anne Williams
C/- 116 Miller St, Nth Sydney
Finance Officer



RICHMOND ROAD

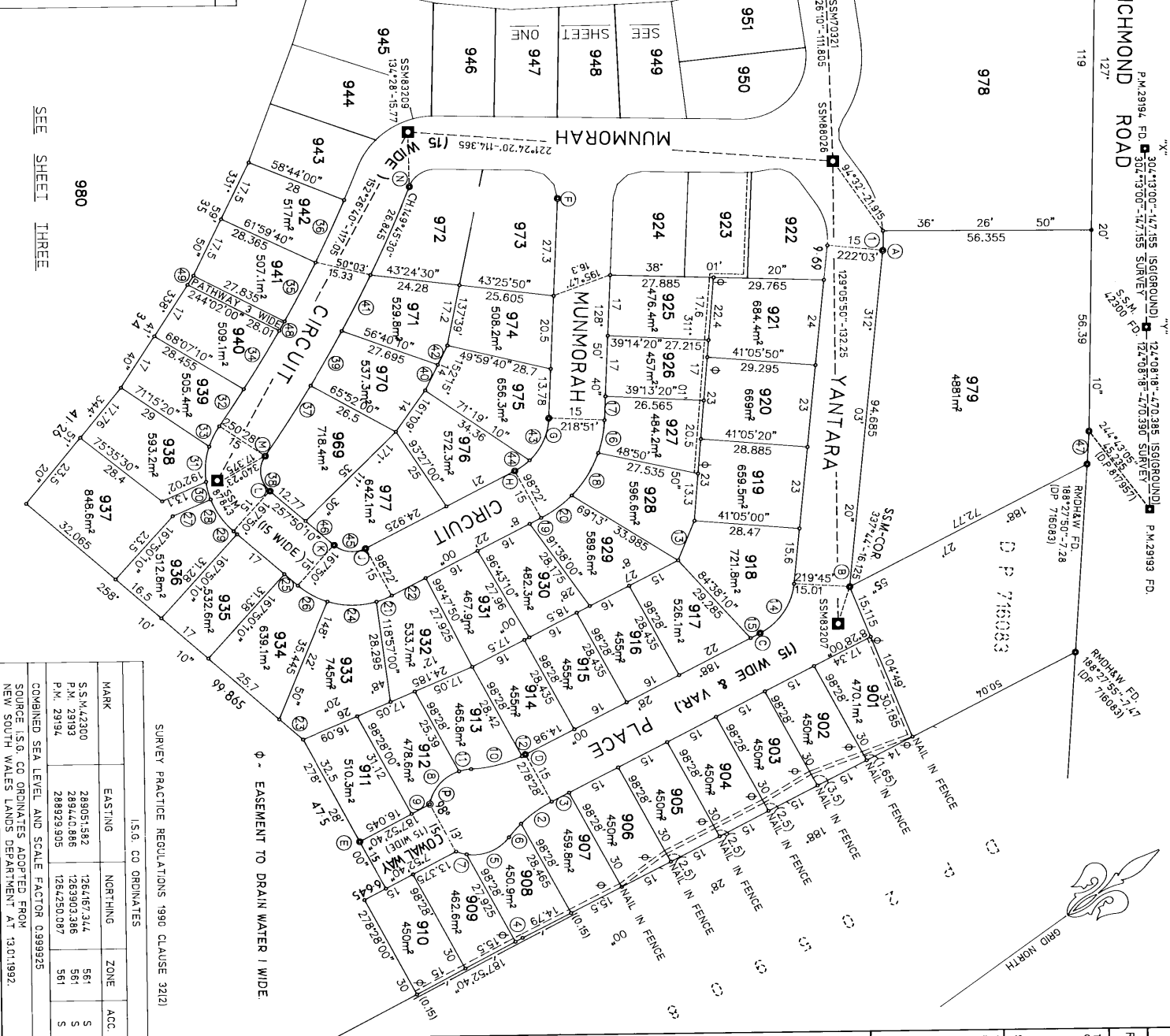
P.M.29194 FD. 304°13'00"-127°15'5" (S60°00'00")
P.M.29193 FD. 124°08'18"-47°03'38" (S60°00'00")
P.M.29194 FD. 304°13'00"-127°15'5" (S60°00'00")
P.M.29193 FD. 124°08'18"-47°03'38" (S60°00'00")

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	127°12'30"	5.495	10.32	32.5
2	359°54'40"	10.32	10.36	34.695
3	82°08'00"	5.285	10.36	34.695
4	187°52'40"	2.21	13.04	12
5	141°41'0"	12.41	4.995	34.695
6	347°44'00"	2.955	2.96	12
7	52°26'20"	12.195	12.79	12
8	167°52'00"	5.62	14.335	34.695
9	187°52'40"	14.235	3.315	3.325
10	201°59'20"	3.315	3.325	34.695
11	205°53'30"	1.02	1.02	34.695
12	189°18'20"	11.975	17.23	17.5
13	146°18'00"	16.54	17.23	17.5
14	160°15'40"	2.92	9.35	32.5
15	188°28'00"	9.32	9.35	32.5
16	317°05'10"	6.665	14	32.5
17	308°50'40"	13.89	32.5	32.5
18	337°40'00"	3.515	10.415	32.5
19	82°08'00"	10.37	4.475	22.5
20	359°11'10"	10.41	4.475	22.5
21	140°44'20"	10.41	4.475	22.5
22	82°08'00"	10.41	4.475	22.5
23	258°10'00"	8.6	13.505	22.5
24	36°58'30"	13.505	13.505	22.5
25	77°50'10"	4.865	9.295	22.5
26	66°00'20"	9.225	9.295	22.5
27	192°02'30"	11.33	11.02	22.5
28	97°52'10"	10.91	11.02	22.5
29	77°50'10"	1.27	5.095	22.5
30	112°23'20"	5.085	10	22.5
31	131°36'20"	9.92	12.305	368
32	159°30'50"	12.305	6.335	22.5
33	152°24'20"	6.335	19	368
34	157°04'40"	18.5	18.5	368
35	153°41'30"	18.1	18.1	368
36	150°45'50"	23.195	23.195	7.5
37	338°44'10"	9.905	17.5	368
38	299°09'20"	10.815	17.5	368
39	335°41'30"	17.5	17.5	368
40	152°15'20"	8	17.5	368
41	333°04'30"	17.5	17.5	368
42	152°15'20"	6	17.5	368
43	150°25'10"	12.87	13.18	17.5
44	180°10'50"	4.985	5	17.5
45	223°06'00"	8.545	9.095	7.5
46	257°50'10"	10.36	9.215	3
47	129°50'40"	9.215	3	368
48	155°22'	3	3	368
49	158°41'40"	3.01	3	368

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
A	42°03'00"	3.34	D.H. & W.
B	39°45'00"	3.35	"
C	27°28'20"	3.305	"
D	27°28'20"	3.32	"
E	27°28'20"	3.32	"
F	27°28'20"	3.32	"
G	27°28'20"	3.32	"
H	27°28'20"	3.32	"
I	27°28'20"	3.32	"
J	27°28'20"	3.32	"
K	27°28'20"	3.32	"
L	27°28'20"	3.32	"
M	27°28'20"	3.32	"
N	27°28'20"	3.32	"
P	27°28'20"	3.32	"



Consent - 1991. 19.11.93

Reduction Ratio 1: 800

Source: I.S.G. CO. ORIGINATES ADOPTED FROM NEW SOUTH WALES LANDS DEPARTMENT AT 13.01.1992.

Survey Practice Regulations 1990 Clause 32(2)

I.S.G. CO. ORIGINATES

MARK EASTING NORTHING ZONE ACC.

289051.582 1264167.344 561 S

289440.886 1263903.386 561 S

288929.905 1264250.087 561 S

Source: I.S.G. CO. ORIGINATES ADOPTED FROM NEW SOUTH WALES LANDS DEPARTMENT AT 13.01.1992.

Consent - 1991. 19.11.93

Reduction Ratio 1: 800

Source: I.S.G. CO. ORIGINATES ADOPTED FROM NEW SOUTH WALES LANDS DEPARTMENT AT 13.01.1992.

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Source: I.S.G. CO. ORIGINATES ADOPTED FROM NEW SOUTH WALES LANDS DEPARTMENT AT 13.01.1992.

DP 846581

Registered 9 25 11 1995

This is sheet 3 of my plan in 3 sheets dated

Surveyor registered under Surveyors Act 1928
 This is sheet 3 of the plan of
 3021
 of 16.11.95

W. Jones
 Council Clerk

For use where space is insufficient in any point on Form 2.

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	189°08'50"	15.315		
2	128°00'40"	15.315		
3	128°28'50"	20.79		
4	223°04'00"	37.74		
5	206°20'10"	18.895		
6	226°04'20"	30.17		
7	49°53'30"	30		
8	50°57'00"	18		
9	47°33'20"	30.74		
10	143°03'20"	19		
11	139°38'40"	9.865		
12	146°28'20"	35.08		
13	151°59'50"	3.01		
14	158°41'40"	3.01		
15	158°41'40"	3.4		
16	164°51'20"	41.26		
17	187°52'40"	6.645		
18	98°28'00"	30		
19	69°26'30"	42.845		
20	63°28'50"	15		
21	57°44'50"	39.5		
22	52°04'00"	35		
23	61°53'00"	35		
24	82°57'00"	36.09		
25	33°28'00"	35		
26	90°34'10"	38.05		
27	28°32'20"	27.95		
28	33°29'00"	18.12		
29	258°17'40"	11.065		
30	292°24'20"	17.37		
31	322°53'10"	3.605		
32	318°21'50"	24.44		
33	316°40'30"	14.915		
34	322°47'20"	11.875		
35	350°46'50"	0.82		
36	155°29'00"	150.85		
37	203°47'40"	26.785		
38	27°34'10"	1.59		
39	98°42'40"	27.085		
40	155°29'00"	0.3		
41	98°42'40"	28.1		
42	137°38'10"	17.4		
43	146°07'50"	17.3		
44	149°59'50"	34.095		
45	155°14'20"	15.2		
46	158°45'11"	17		
47	164°51'11"	32.2		
48	167°48'10"	15.1		
49	173°09'50"	17		
50	178°24'40"	3.4		
51	183°21'50"	15.6		
52	98°16'20"	29.1		

No.	BEARING	CHORD	ARC	RADIUS
53	345°25'25"	202.835	207.185	291
54	323°08'20"	32.345	32.35	491
55	278°27'50"	30		
56	7°52'40"	1.16		
57	353°45'40"	10.975	11.085	22.5
58	6°37'50"	4.54	4.71	5
59	20°44'50"	12.695	12.8	28.5
60	7°19'20"	5.285		
61	7°52'40"	17		

E - EASEMENT FOR ELECTRICITY PURPOSES 2.75 W (WIDE D.P. 843799)

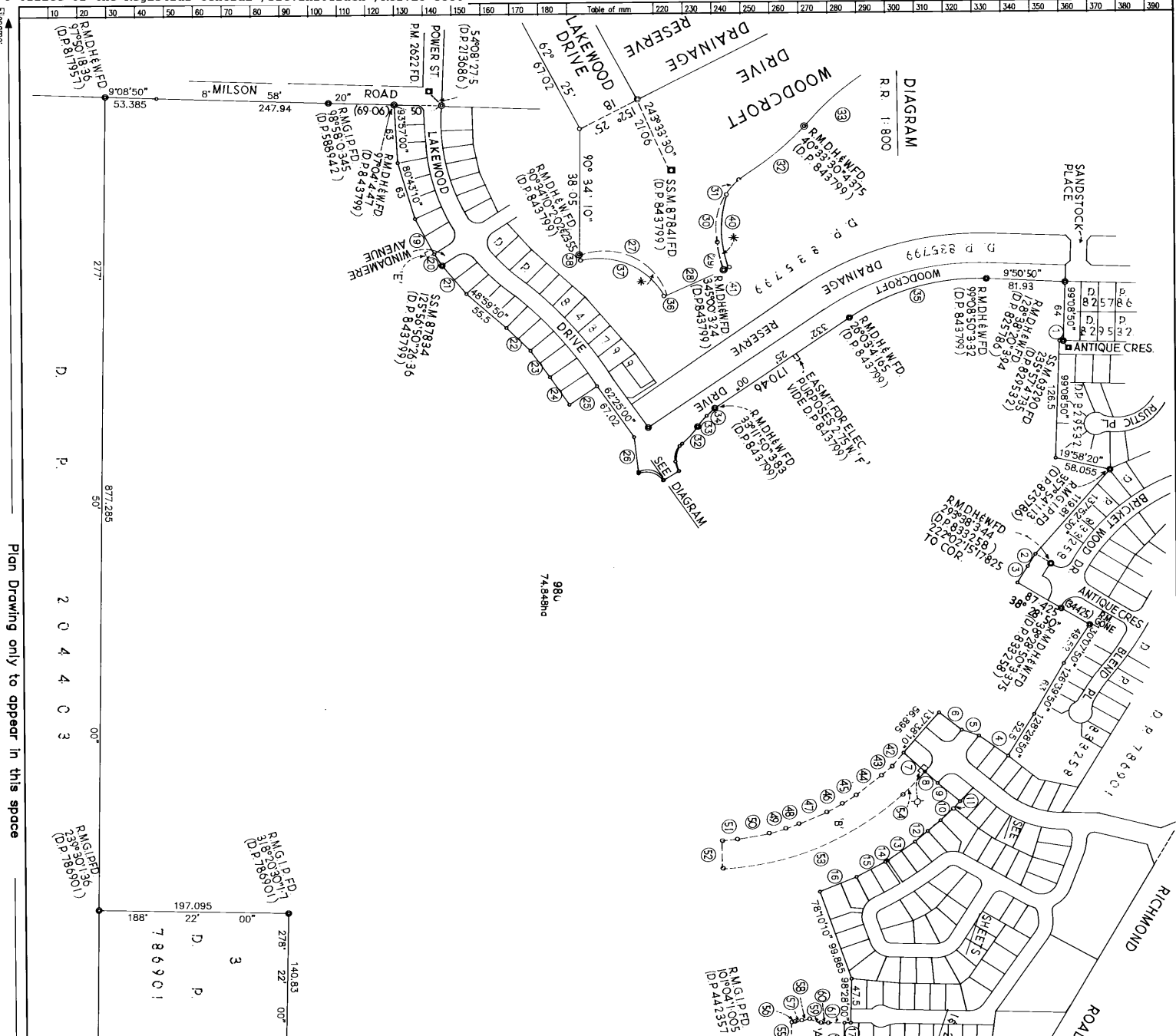
2.5 WIDE

* - ROAD WIDENING VARIABLE WIDTH

Consent 1911-1911.93

Reduction Ratio 1: 3000

SURVEYOR'S REFERENCE: 5629/59



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

(LENGTHS ARE IN METRES)

PLAN **DP 846581**

Subdivision of Lot 4112
D.P. 836143 - **9021-16-1-95**

**FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND**

Landwin Pty Limited
Level 2, 242 Beecroft Road
Epping

PART 1

1. **IDENTITY OF EASEMENT OR
RESTRICTIONS FIRSTLY
REFERRED TO IN
ABOVEMENTIONED PLAN**

Easement to Drain Water 1 wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened	Lots, name of road or Authority benefited
Lot 901	Lots 902 to 910 inclusive and part of Lot 980 designated "A" on abovementioned plan
Lot 902	Lots 903 to 910 inclusive and part of Lot 980 designated "A" on abovementioned plan
Lot 903	Lots 904 to 910 inclusive and part of Lot 980 designated "A" on abovementioned plan
Lot 904	Lots 905 to 910 inclusive and part of Lot 980 designated "A" on abovementioned plan
Lot 905	Lots 906 to 910 inclusive and part of Lot 980 designated "A" on abovementioned plan
Lot 906	Lots 907 to 910 inclusive part of Lot 980 designated "A" on abovementioned plan
Lot 907	Lots 908 to 910 inclusive and part of Lot 980 designated "A" on abovementioned plan



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

(LENGTHS ARE IN METRES)

DP 846581

Subdivision of Lot 4112
D.P. 836143 - ~~9021~~ 16.1.95

**FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND**

Landwin Pty Limited
Level 2, 242 Beecroft Road
Epping

Lot 908	Lots 909, 910 and part of Lot 980 designated "A" on abovementioned plan
Lot 909	Lot 910 and part of Lot 980 designated "A" on abovementioned plan
Lot 910	Part of Lot 980 designated "A" on abovementioned plan.
Lot 923	Lots 925 to 928 inclusive
Lot 925	Lots 926 to 928 inclusive
Lot 926	Lot 927 & 928
Lot 927	Lot 928
Lot 952	Lot 954
Lot 960	Part of Lot 980 designated "B" on abovementioned plan
Lot 968	Lot 216 D.P. 845199 ϕ

**2. IDENTITY OF EASEMENT
OR RESTRICTIONS
SECONDLY REFERRED TO
IN ABOVEMENTIONED PLAN**

Easement for underground
mains 1 wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened	Lots, name of road or Authority benefited
Lots 946 & 957	Prospect Electricity

Sheet 2 of 10 Sheets

ϕ Now CP/SP48776

ϕ b m

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

(LENGTHS ARE IN METRES)

DP 846581

Subdivision of Lot 4112
D.P. 836143 - **9021-16-1-95**

**FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND**

Landwin Pty Limited
Level 2, 242 Beecroft Road
Epping

**3. IDENTITY OF EASEMENT OR
RESTRICTIONS THIRDLY
REFERRED TO IN
ABOVEMENTIONED PLAN**

Easement for Electricity Purposes 2.5 wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened	Lots, name of road or Authority benefited
Lots 960 & 980	Prospect Electricity

**4. IDENTITY OF EASEMENT OR
RESTRICTIONS FOURTHLY
REFERRED TO IN
ABOVEMENTIONED PLAN**

Restrictions on the use of land.

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened	Lots, name of road or Authority benefited
Each lot except Lots 978 to 980 inclusive	Every other lot except Lots 978 to 980 inclusive.

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

(LENGTHS ARE IN METRES)

DP 846581

Subdivision of Lot 4112
D.P. 836143 - **9021-16.1-95**

**FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND**

Landwin Pty Limited
Level 2, 242 Beecroft Road
Epping

**5. IDENTITY OF EASEMENT OR
RESTRICTIONS FIFTHLY
REFERRED TO IN
ABOVEMENTIONED PLAN**

Restrictions on the use of land.

SCHEDULE OF LOTS ETC, AFFECTED

Lots burdened

Lots, name of road or
Authority benefited

Lots 902 to 906 inclusive
Lots 913 to 922 inclusive
Lots 926 to 958 inclusive
Lots 960 & 961
Lots 969 to 971 inclusive &
Lots 973 to 977 inclusive

Blacktown City Council

**6. IDENTITY OF EASEMENT OR
RESTRICTIONS SIXTHLY
REFERRED TO IN
ABOVEMENTIONED PLAN**

Restrictions on the use of land.

SCHEDULE OF LOTS ETC, AFFECTED

Lots burdened

Lots, name of road or
Authority benefited

Lot 979

Blacktown City Council

Sheet 4 of 10 Sheets

PD *6*

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

(LENGTHS ARE IN METRES)

DP 846581

Subdivision of Lot 4112
D.P. 836143 - **9021-16-1-95**

**FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND**

Landwin Pty Limited
Level 2, 242 Beecroft Road
Epping

**7. IDENTITY OF EASEMENT OR
RESTRICTIONS SEVENTHLY
REFERRED TO IN
ABOVEMENTIONED PLAN**

Restrictions on the use of land.

SCHEDULE OF LOTS ETC, AFFECTED

Lots burdened

Lots, name of road or
Authority benefited

Lots 979 & 980

Blacktown City Council

PART 2

**TERMS OF EASEMENT FOR UNDERGROUND MAINS 1 WIDE SECONDLY
REFERRED TO IN ABOVEMENTIONED PLAN**

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



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

(LENGTHS ARE IN METRES)

PLAN **DP 846581**

Subdivision of Lot 4112
D.P. 836143 - **9021-16.1.95**

**FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND**

Landwin Pty Limited
Level 2, 242 Beecroft Road
Epping

**TERMS OF EASEMENT FOR ELECTRICITY PURPOSES 2.5 WIDE THIRDLY
REFERRED TO IN ABOVEMENTIONED PLAN**

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

**TERMS OF RESTRICTIONS ON THE USE OF LAND FOURTHLY REFERRED TO
IN ABOVEMENTIONED PLAN**

- (a) No building or buildings shall be erected or be permitted to remain erected on each lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or fibre cement, provided that the proportion of brick and/or brick veneer and/or stone and/or concrete shall not be less than 25% of the total area of the external walls.

Timber and/or fibre cement shall not be used in external walls except in conjunction with all or any of the above materials and the proportion shall not exceed 33% of the total area of the external walls except in the case of a two storey building where the proportion shall not exceed 50% of the total area of the external walls.

- (b) Except in the case of attached dwellings, no main building shall be erected or be permitted to remain erected on each lot burdened, having a total floor area of less than 115 square metres exclusive of car accommodation, external landings and patios.

Handwritten signatures and initials:
R b
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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON
THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT 1919**

(LENGTHS ARE IN METRES)

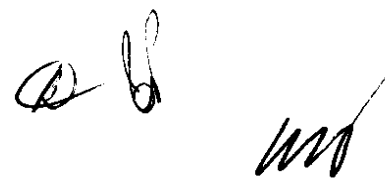
PLAN **DP 846581**

Subdivision of Lot 4112
D.P. 836143 - ~~9021~~- 16.1.95

**FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND**

Landwin Pty Limited
Level 2, 242 Beecroft Road
Epping

- (c) No building shall be erected on each lot burdened having a roof of fibre cement or asbestos cement or fibro cement or fibre glass or any other material of a similar nature or aluminium or steel decking of any nature with a pitch greater than three degrees to the horizontal without the written approval of Landwin Pty Limited and provided that such material or decking shall not have other than a non-reflective surface.
- (d) No building shall be erected on each lot burdened having a roof of corrugated iron.
- (e) No paling fence shall be erected on each lot burdened and as to what constitutes a paling fence shall be determined by Landwin Pty Limited and its decision shall be final and binding on the Registered Proprietor of each lot burdened, provided however, that for the purpose of this provision, a lapped capped and stained timber fence or a lapped and capped treated pine fence shall not be deemed to be a paling fence.
- (f) No fence exceeding 0.8 metres in height shall be erected or be permitted to remain erected on the front street alignment of each lot burdened nor between the front street alignment and the building line as fixed by the responsible Shire Municipal or City Council provided that in the case of a corner lot this restriction shall only apply to one street frontage.
- (g) No advertisement hoarding sign or matter of any description shall be erected or displayed on each lot burdened except that which may be required for display home advertising without the prior written consent of Landwin Pty Limited and Landwin Pty Limited shall have the right to remove any such advertising hoarding sign or matter without notice.



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

(LENGTHS ARE IN METRES)

PLAN **DP846581**

Subdivision of Lot 4112
D.P. 836143 - ~~9021~~ 16.1.95

**FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND**

Landwin Pty Limited
Level 2, 242 Beecroft Road
Epping

- (h) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Landwin Pty Limited without the consent of Landwin Pty Limited but such consent shall not be withheld if such fence is erected without expense to Landwin Pty Limited provided that this Restriction shall remain in force only during such time as Landwin Pty Limited is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the Plan whichever is the later.
- (i) Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.
- (j) In these restrictions as to user:

"Landwin Pty Limited" shall mean Landwin Pty Limited its successors nominees or assigns other than purchasers on sale.

"the Plan" shall mean the Plan of Subdivision to which this instrument relates and upon the registration of which these restrictions are created.
- (k) The person having the right to release vary of modify these restrictions is:
 - (i) Landwin Pty Limited for such period as it is the registered proprietor of any land in the Plan or for the period of five (5) years from the date of registration of the Plan whichever is the later and after this period has expired then:
 - (ii) The registered proprietor of each lot in the plan.

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

(LENGTHS ARE IN METRES)

PLAN DP 846581

Subdivision of Lot 4112
D.P. 836143 - 9021.16.1.95

**FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND**

Landwin Pty Limited
Level 2, 242 Beecroft Road
Epping

**TERMS OF RESTRICTIONS ON THE USE OF LAND FIFTHLY REFERRED TO
IN ABOVEMENTIONED PLAN**

No buildings shall be erected on any burdened lot unless that lot has been filled to the satisfaction of the Council of the City of Blacktown and no building shall be erected on such lot unless constructed on pier and beam footings or slab designed and certified by a Chartered Professional Engineer to the requirements and satisfaction of the Council of the City of Blacktown.

**TERMS OF RESTRICTIONS ON THE USE OF LAND SIXTHLY REFERRED TO
IN ABOVEMENTIONED PLAN**

No vehicular access is allowed to or from Richmond Road across the rear boundary of any lot burdened.

**TERMS OF RESTRICTIONS ON THE USE OF LAND SEVENTHLY REFERRED
TO IN ABOVEMENTIONED PLAN**

The lots hereby burdened shall not be built upon before they are resubdivided or further developed.

**NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY TERMS
OF EASEMENTS AND RESTRICTIONS FIRSTLY, FIFTHLY, SIXTHLY AND
SEVENTHLY REFERRED TO IN ABOVEMENTIONED PLAN**

The Council of the City of Blacktown.

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

(LENGTHS ARE IN METRES)

DP 846581

Subdivision of Lot 4112
D.P. 836143 - **9021-16.1.95**

**FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND**

Landwin Pty Limited
Level 2, 242 Beecroft Road
Epping

**NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY TERMS
OF EASEMENTS SECONDLY AND THIRDLY REFERRED TO IN
ABOVEMENTIONED PLAN**

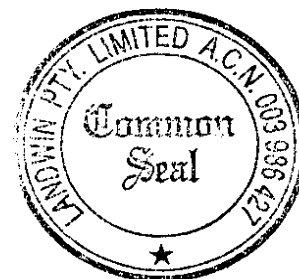
Prospect Electricity.

The Common Seal of **Landwin Pty Ltd**
was hereunto affixed this ~~6th~~ day
of *JAN 95* by the authority
of the Board of Directors in the
presence of

[Signature]
SECRETARY

)
)
)
)

[Signature]
DIRECTOR



[Signature]

General Manager

Blacktown City Council



97-0115



TRANSFER

Real Property Act, 1900



0

812736 S

Office

\$2.00

0506095 9604 30 401546330/03 FHP

N.S.W. STAMP DUTY

(A) LAND TRANSFERRED

Show no more than 20 References to Title.
If appropriate, specify the share transferred.

Lot 989 Part Lot 979 in DP 846581
Now Being 989/855256

(B) LODGED BY

L.T.O. Box

Name, Address or DX and Telephone

374

WBC

REFERENCE (max. 15 characters): 01174363 - Hf2-73-5

(C) TRANSFEROR

Landwin Pty. Limited (ACN 003 986 427)
242 Beecroft Road, Epping NSW 2121

(D) acknowledges receipt of the consideration of \$146,500.00

and as regards the land specified above transfers to the Transferee an estate in fee simple

(E) subject to the following **ENCUMBRANCES** 1. 2. 3.

(F) TRANSFEE

T

Leandro Cuento & Alicia Cuento

(G) **TENANCY:** Joint Tenants

(H) We certify this dealing correct for the purposes of the Real Property Act, 1900. **DATED**

Signed in my presence by the Transferor who is personally known to me.

Signature of Witness

K. SPORLE
Name of Witness (BLOCK LETTERS)

Address of Witness

"LANDWIN PTY LIMITED A.C.N. 003 986 427 by its
Attorney DUNSTAN IGNATIUS DE SOUZA/ANTHONY
CHRISTOPHER ROWERS pursuant to Power of Attorney
Registered Book 408 No 421."

Signature of Transferor

Signed in my presence by the Transferee who is personally known to

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address of Witness

Teddy Gonzales

Signature of Transferee's Solicitor

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 25-3358

Certificate details

Certificate no.	PL2025/12079	Fee	\$71.00
Date issued	02 October 2025	Urgency fee	N/A
Receipt no	D006099447		

Property information

Property ID	322388	Land ID	322388
Legal description	LOT 990 DP 855256		
Address	5 YANTARA PLACE WOODCROFT NSW 2767		
County	CUMBERLAND	Parish	PROSPECT

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:

Blacktown Local Environmental Plan 2015 applies to the subject land.

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 Development Control Plan 2015 applies to the subject land.

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 and 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

On Friday 18 July 2025 Council placed on public exhibition proposed amendment to Parts A, C, E and H of the Blacktown Development Control Plan 2015.

The intended outcome of the draft DCP is to improve flooding and stormwater management, tree and vegetation management, biodiversity and urban heat resilience.

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

The following is an extract from Blacktown Local Environmental Plan 2015 outlining the types of development that may or may not be carried out in the above zone

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day

needs of residents.

- To enable certain activities to be carried out within the zone that do not adversely affect the amenity of the neighbourhood.

2 Permitted without consent

Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Public administration buildings; Recreation areas; Respite day care centres; Roads; Seniors housing; Tank-based aquaculture; Veterinary hospitals; Water reticulation systems

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

Environmental planning instrument	Provisions - Additional permitted uses
	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:

- 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. 19 - Blacktown Growth Precinct 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.

Yes/**No**

- 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*.

Council has not been notified that 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

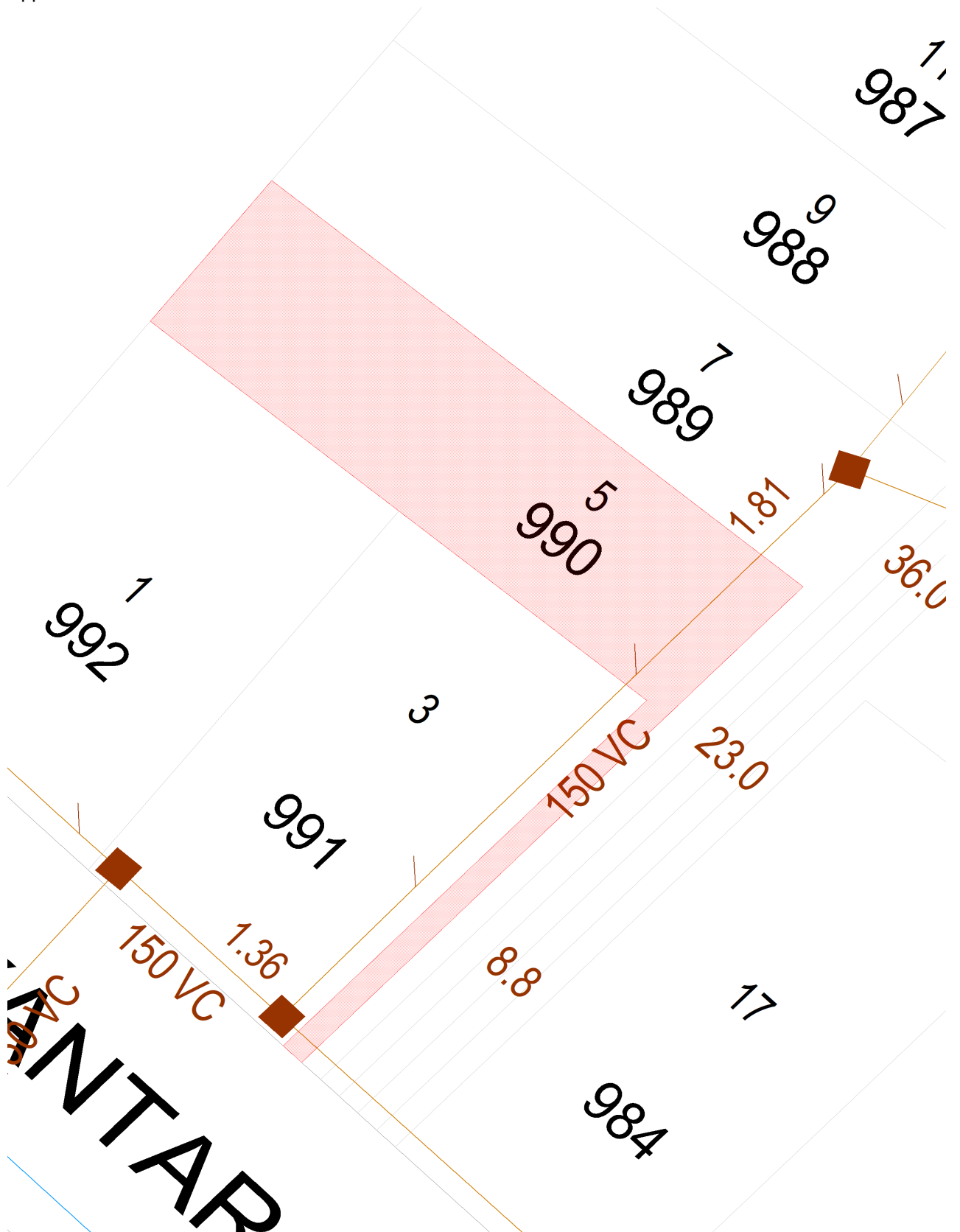
This policy contains:

- 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: 8004685071



Document generated at 01-10-2025 01:51:26 PM

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	
Vacuum Sewer		Restrained Joints - Potable	
Pressure Sewer Main		Restrained Joints - Recycled	
Division Valve		Hydrant	
Vacuum Chamber		Maintenance Hole	
Clean Out Point		Stop Valve	
Stormwater		Stop Valve with By-pass	
Stormwater Pipe		Stop Valve with Tapers	
Stormwater Channel		Closed Stop Valve	
Stormwater Gully		Air Valve	
Stormwater Maintenance Hole		Valve	
Private Mains		Scour	
Potable Water Main		Reducer / Taper	
Recycled Water Main		Vertical Bends	
Sewer Main		Reservoir	
Symbols for Private Mains shown grey		Recycled Water is shown as per Potable above. Colour as indicated	

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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: 8004685009

SEWERAGE SERVICE DIAGRAM

M.W.S. & D.B.

MUNICIPALITY OF BLACKTOWN

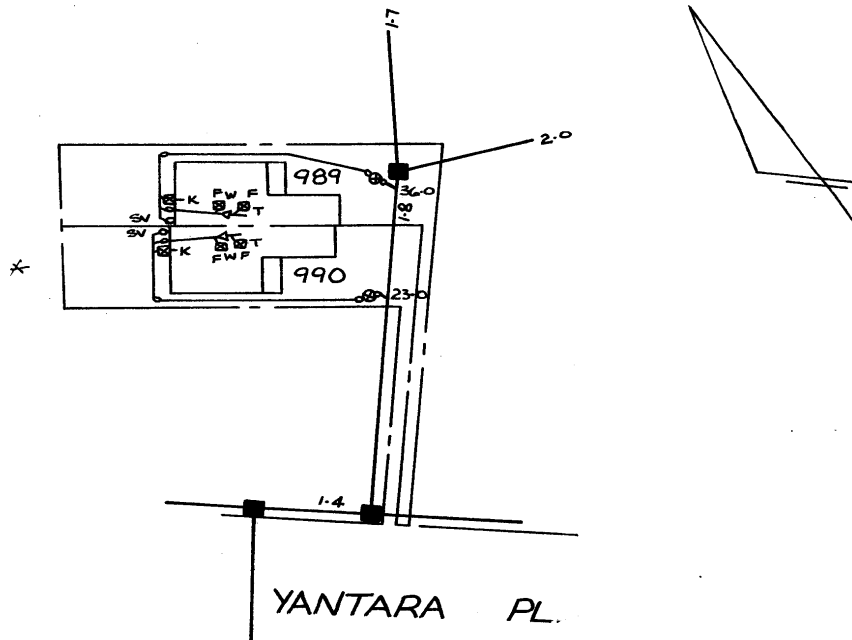
Copy of Diagram No. 4 9 1 3 2 2 7

INDICATES - DRAINAGE FITTINGS			SYMBOLS AND ABBREVIATIONS		INDICATES - PLUMBING FIXTURES & OR FITTINGS			
☐ Chr.	Manhole	☐ P	P. Trap		CO	Clear Out	Bid	Bidet
☐ L.H.	Chamber	☐ R	Reflux Valve		O V	Vent Pipe	S	Shower
☐ B.T.	Lampole	☐ Vert.	Cleaning Eye		T	Tubs	DW.	Dishwasher
☐ I.S.	Boundary Trap	☐ IP	Vertical Pipe		K	Kitchen Sink	F	Floor Waste
☐ Pit	Inspection Shaft	☐ MF	Induct Pipe		W	Water Closet	M	Washing Machine
☐ G	Pit	☐ Jn.	Mica Flap	B	Bath Waste	BS	Bar Sink	Lab Sink
	Grease Interceptor	☐ RP	Junction	H	Handbasin	LS		
	Gully		Rodding Point					

SEWER AVAILABLE

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

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



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

W.s. _____ Ur.s. _____ Sewer Ref. _____ Sheet No. _____	DRAINAGE Inspected by _____	Date of Issue _____	PLUMBING Inspected _____	YES	NO
	Inspector _____	Outfall _____	Inspector _____		
	Cert. Of Compliance No. _____	Drainer _____	Cert. Of Compliance No. _____		
	Field Diagram Examined by _____	Plumber _____	For Regional Manager _____		
	Tracing Checked by _____	Boundary Trap is not required			

Connection Date: _____

Form 77/644 (A4, No. 1) (April '87) S217 (A4) Water Board Printing Services

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**.